



Oregon

Tina Kotek, Governor

Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

www.oregon.gov/dsl

State Land Board

Tina Kotek

Governor

State Land Board

August 08, 2023

10:00 am – 12:00 pm

Meeting Agenda

LaVonne Griffin-Valade

Secretary of State

Public Wi-Fi login: LandsDSL

Tobias Read

State Treasurer

*This is a hybrid meeting that can be attended in-person at **775 Summer St. NE, Suite 100, Salem, OR 97301-1279** or online through the Department of State Lands' livestream video:
www.youtube.com/@oregonstatelands*

CONSENT ITEMS

1. Request for approval of the minutes of the April 11, 2023, State Land Board Meeting

ACTION ITEMS

2. Request for approval of a temporary easement for a fiber optic cable in Tillamook County
Public testimony will be accepted on this item.
3. Request to initiate rulemaking to restrict use of vehicles and discharge of firearms on state lands at Sandy River Delta in Multnomah County
Public testimony will be accepted on this item.

Continued on the next page

INFORMATIONAL ITEMS

4. South Slough Reserve Land Transfer
No public testimony will be taken on this item.
5. Legislative Update
No public testimony will be taken on this item.
6. Other
No public testimony will be taken on this item.

WATCH THE MEETING ONLINE

Meeting video and audio will be livestreamed, and the recording available after the meeting, on the DSL YouTube Channel: www.youtube.com/@oregonstatelands

ATTEND IN-PERSON

This meeting will be held in a facility that is accessible for persons with disabilities. If you need assistance to participate in this meeting due to a disability, please notify Arin Smith at arin.n.smith@dsl.oregon.gov at least two working days prior to the meeting.

Visitors are **NOT permitted to bring backpacks, bags, or large purses** into the State Lands building prior to, during, or following Land Board meetings. Purses, medical bags, and diaper bags are permitted, but may be subject to inspection by the Oregon State Police.

PROVIDE PUBLIC TESTIMONY

The State Land Board places great value on information received from the public. The public may provide written or spoken (online or in-person) testimony regarding consent and action agenda items, time permitting and at the discretion of the Chair.

- **Providing Written Testimony:** Testimony received by 10 a.m. on the Monday before the meeting will be provided to the Land Board in advance and posted on the meeting website. Submit your input in writing to: landboard.testimony@dsl.oregon.gov. Testimony received after this deadline may not be provided to the Land Board prior to a vote. Please indicate the agenda item your testimony relates to.

- **Providing Spoken Testimony by Video/Phone or In Person:** Advanced sign-up is required for the public to provide spoken testimony (in-person or by Zoom). The sign-up deadline is 10 a.m. the day before the meeting.

Please note: When the number of people interested in speaking exceeds the time allotted for an agenda item, speakers are randomly selected for testimony slots to ensure all have an equal opportunity to testify. Speakers have the same chance of being randomly selected whether they plan to testify in person or by Zoom. The testimony order will be posted to the State Land Board Meetings webpage the day before the meeting, and everyone who signed up to testify will be notified of the testimony order via email. Be aware there may not be time for everyone who signs up to speak.

Additional Testimony Information

- Testimony on action items is taken during the item's presentation, before the Land Board votes. Please review the meeting agenda and be present and prepared to provide testimony at the appropriate time.
- The Board typically accepts testimony on consent and action items only.
- The standard time limit is three minutes for each individual; the actual time available for testimony during Land Board meetings is at the discretion of the Chair.
- The Board may not be able to accept testimony on items for which a formal comment period has closed, such as a rulemaking comment period. The meeting agenda indicates whether testimony will be accepted on an item.



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State Land Board

The State Land Board (Land Board or Board) met in regular session on April 11, 2023, in the Land Board Room at the Department of State Lands (DSL), 775 Summer Street NE, Salem, Oregon. The meeting audio and video was livestreamed on the DSL YouTube channel.

Tina Kotek
Governor

Shemia Fagan
Secretary of State

Present were:

Tina Kotek
Tobias Read
Shemia Fagan – **via Zoom**

Governor
State Treasurer
Secretary of State

Tobias Read
State Treasurer

Land Board Assistants

Geoff Huntington
Molly Woon
Ryan Mann

Governor's Office
Secretary of State's Office
State Treasurer's Office

Department Staff

Vicki Walker	Bill Ryan	Cait McCusker	Ted Bright
Arin Smith	Jean Straight	Ali Ryan Hansen	Linda Safina-Massey

Department of Justice

Matt DeVore

Governor Kotek called the meeting to order at 10:00 a.m. The topics discussed and the results of those discussions are listed below. To view the Land Board (Board) meeting in its entirety, please visit our YouTube page: [April 11, 2023 Land Board Meeting](#)

Consent Items

1. Minutes

Treasurer Read made a motion to approve the minutes for the February 7, 2023, Land Board meeting.
Governor Kotek seconded the motion.
The item was approved at 10:01 a.m.

Action Items

2. Abandoned and Derelict Vessels Program Workgroup

The Department recommended the State Land Board should direct the Department to convene an Abandoned and Derelict Vessel Program Workgroup, with scope of work and membership as outlined in this agenda item, to propose a comprehensive program framework and recommend legislative action to address this issue long-term. The Department should immediately commence this work to ensure efforts align with 2025 legislative session deadlines and provide a final report to the Land Board in April 2024 or earlier.

Comments and questions were taken from the Board.

Treasurer Read made a motion to approve the action item.
Secretary Fagan seconded the motion.
The item was approved at 10:12 a.m.

Informational Item

3. South Slough Annual Report

Director Walker introduced Bree Yednock, Manager of South Slough National Estuarine Research Reserve (SSNERR) to give an overview of the annual report which highlights the accomplishments of the Reserve over the last year.

Governor Kotek thanked the staff and volunteers for all their work at SSNERR.

Questions were taken from the Board.

4. Legislative Update

10:40 a.m.

Director Walker introduced Chris Castelli, DSL's Legislative and Government Affairs Coordinator, who joined her at the table to present the update.

5. Other

10:56 a.m.

- Rulemaking Update

The meeting was adjourned at 11:03 a.m.

Tina Kotek, Governor

Vicki L. Walker, Director

DRAFT



Oregon

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State Land Board

Tina Kotek

Governor

State Land Board

Regular Meeting

August 08, 2023

Agenda Item 2

LaVonne Griffin-Valade

Secretary of State

SUBJECT

Request for approval of temporary easement for a fiber optic cable in Township 5 South, Range 11 West, Section 12DD, Tillamook County.

Tobias Read

State Treasurer

ISSUE

Whether the State Land Board should approve a request from AMCS, LLC for a twenty-(20) year term easement to construct, maintain, operate, and replace a fiber optic cable crossing Oregon's territorial sea.

AUTHORITY

Article VIII, Section 5 of the Oregon Constitution; requiring the Land Board to "manage lands under its jurisdiction with the object of obtaining the greatest benefit for the people of this state, consistent with the conservation of this resource under sound techniques of land management."

ORS 273.171; relating to the duties and authority of the Director.

OAR 141-083-0800 to 141-083-0870; establishing procedures for granting easements for fiber optic and other cables on state-owned submerged and submersible land within Oregon's territorial sea, which require State Land Board approval.

BACKGROUND

Led by applicant AMCS, LLC this project proposes to install an ultra-high speed fiber optic telecommunication cable system, commonly referred to as the "Bifrost" cable, within Oregon's territorial sea. The Bifrost cable would provide a large capacity direct link between the continental US (Oregon and California) and Asia (Singapore), crossing the Pacific Ocean via Guam. The terrestrial landing site for the cable will be located at the Wi-Ne-Ma Christian Camp in Tillamook County. A landing pipe will be installed via Horizontal Directional Drilling (HDD) for a length of 4,100 feet starting at the landing site, going west into the Pacific Ocean. The landing pipe will emerge onto the ocean

floor, and the cable will be buried, using a cable plow, to a depth of 3 to 5 feet while on the continental shelf.

The proposed route was coordinated with the assistance of Oregon Fisherman's Cable Committee (OFCC) and was selected for its potential to achieve cable burial and its avoidance of large rock outcrops, both of which are a desired result when installing a submarine cable. Additionally, the applicant has an agreement with OFCC for this cable, which aims to increase coordination between cable owners and members of the commercial fishing community, that will be included as a condition of this easement.

On November 28, 2022, AMCS, LLC submitted their application to the Department of State Lands for an easement for a fiber optic cable crossing Oregon's territorial sea. Pursuant to OAR 141-083-0830 (3), a non-refundable application fee of \$5,000 was paid to the Department. Prior to submitting the application, the applicant met with Department staff as required by OAR 141-083-0840 (1). During the pre-application meetings, Department staff requested that the applicant conduct early community outreach as well as submit several additional plans, including:

- a cable construction plan,
- a drill break avoidance plan,
- a drill break response plan,
- a site-specific geologic assessment, and
- an environmental assessment of potential impact arising from a drill equipment break and any unrecovered drill equipment.

PUBLIC INVOLVEMENT

On June 27, 2022, the applicant held an open house at the Kiawanda Community Center in Tillamook County to provide information about the proposed project to community members early in the process. Following the receipt of a completed application, the Department circulated it for public review and comment from March 3 – April 3, 2023. During that time, on March 15, 2023, the Department held both a remote and an in-person public meeting at the Kiawanda Community Center. These public meetings were coordinated in partnership with Oregon Parks and Recreation Department (OPRD) who were also present to answer questions regarding their authorities related to the proposed project.

The Department received [two written comments](#) for the easement application. Both comments were shared with the applicant for their review, but only the comments from the Oregon Department of Fish and Wildlife (ODFW) required a response. ODFW staff raised concerns regarding inadvertent returns during the horizontal directional drilling process and the potential impacts to gray whales during their migration window which begins in April. To address these concerns, the applicant revised the removal-fill permit application to include additional information on how recommendations from the site-specific geologic survey would be implemented, as well as measures that would be taken to avoid any impacts to gray whales. These measures were developed in consultation with ODFW staff and were sufficient to address their concerns.

STAFF FINDINGS

DSL staff finds that the proposed use conforms with Statewide Planning Goal 19, Part 4 of the Oregon Territorial Sea Plan, and Division 83 OAR by: (1) sufficiently burying the cable in state waters, (2) minimizing conflicts with other ocean users and industries, and (3) avoids, when possible, rocky substrates that would prevent burial.

Pursuant to OAR 141-083-0810(9), approval of an easement by the State Land Board shall be conditional and not valid until the applicant has received all other authorizations required by the Department and other applicable local, state, and federal governing bodies for the placement of the cable in Oregon's territorial sea. As stated in OAR 141-083-0810, the placement of fiber optic and other cables on state-owned land within the territorial sea is recognized by the Department as a conditionally allowable use of that land. Department staff have found that the applicant has obtained a required OPRD Ocean Shore Alteration Permit, Tillamook County Floodplain Development Permit and Conditional Use Approval, as well as a Department of Environmental Quality 401 Water Quality Certification (WQC) for this project. A Removal-Fill permit from the Department is also required and was issued June 26 of this year. Department staff determined the construction bond to be \$100,000 for this easement.

COMPENSATION

Pursuant to OAR 141-083-0850(7), territorial sea cable easements may be subject to a term-based payment or to annual rental payments subsequently established by the Land Board and pursuant to governing law for use of state-owned submerged and submersible land. However, to avoid the potential future imposition of a consideration payment and/or usage fee, the applicant will pay to the State, concurrently with the execution of this Agreement, a one-time payment of Three Hundred Thousand Dollars (\$300,000.00) as a consideration payment for removal of the future imposition clause from the terms and conditions of the easement.

RECOMMENDATION

The Department of State Lands recommends that the State Land Board approve the temporary twenty (20) year term easement to AMCS, LLC 64189-EA to construct, maintain, operate and replace a fiber optic cable on, over, under or across Oregon's territorial sea.

APPENDICES

Appendix A - Map

Appendix B - Draft Easement 64189-EA



Oregon State Parks, Esri, HERE, Garmin, FAO, NOAA, USGS, Bureau of Land Management, EPA, Esri, USGS

Main Map Extent

**STATE OF OREGON
DEPARTMENT OF STATE LANDS**

COMMUNICATION CABLE EASEMENT AGREEMENT

64189-EA

THIS COMMUNICATION CABLE EASEMENT AGREEMENT (this "Agreement") is made on this ____ day of ____, 20____ (the "Effective Date"), by and between the State of Oregon, by and through its Department of State Lands ("State"), and AMCS LLC, a Delaware limited liability company ("Grantee"). State and Grantee are each a "Party" and together the "Parties."

1. Grant of Easement. Pursuant to ORS 758.010 and OARs 141-083 and 141-122 (as may be amended at any time and from time to time), State hereby grants to Grantee an easement (the "Easement") to construct, maintain, operate and replace a portion of a single submarine fiber optic cable known as the Bifrost cable system (the "Cable"), in, over, under and across State-owned submerged and submersible land of the Pacific Ocean, in or adjacent to Tillamook County, Oregon, being the Easement Parcel as defined in Section 2 below. This Agreement does not convey an estate in fee simple of the Easement Parcel. The grant contained herein is for an easement only, and title to the Easement Parcel remains in State.

2. Easement Parcel. The Easement runs in, over, under and cross a fifteen foot (15.00') wide swath of shore and seabed located seven and half feet (7.50') on either side of the following described proposed centerline described below (the "Easement Parcel"). The Easement Parcel includes the "Shore Area" (State's submersible land, i.e., from the ordinary high tide to the ordinary low tide, pursuant to ORS 390.615) and the "Territorial Sea Area" (State's submerged land, i.e., from the ordinary low tide to the three-mile limit of the Territorial Sea (as defined in ORS 196.405(5) and OAR 141-083-0280(11) and pursuant to ORS 274.710). The Easement Parcel is further described as follows:

The proposed centerline of the Easement Parcel is further described as follows (all latitude and longitude are in decimal degrees):

Beginning at a point on Tax lot 6200, Section 12 DD, Township 05 South, Range 11 West, Willamette Meridian, Tillamook County, Oregon, having a coordinate of 45.146800°N, 123.973667°W;

thence to the True Point of Beginning at a point 45.1467°N, 123.9755°W;

thence to a point 45.1458°N, 123.9894°W, the approximate end of HDD (horizontal directional drilling);

thence to a point 45.1420°N, 124.0321°W;

thence to a point 45.1386°N, 124.0513°W to the approximate extent of the Three (3) Mile Limit of the Territorial Sea.

Containing 6.83 acres (297,349 square feet), more or less, as shown on the attached Exhibit A.

3. Payment. Grantee understands and acknowledges that the Easement may be granted at no charge, pursuant to current Oregon state law and State's administrative rules, but that, if Oregon state law changes during the Term of this Agreement (as defined in Section 4 below), Grantee may be subject to future imposition, by State, of a consideration payment and/or usage fee that would be established by the Oregon State Land Board as authorized by law. In order to avoid the potential future imposition of a consideration payment and/or usage fee, Grantee has paid to State, concurrently with the execution of this Agreement, a one-time payment of Three Hundred Thousand Dollars (\$300,000.00), the receipt and sufficiency of which is acknowledged by State. No additional consideration, payments, usage fees and/or rents shall be due or may be imposed as consideration for the rights granted in this Agreement, regardless of any amendment to statutes or administrative rules governing this Agreement that may be enacted during the original Term of this Agreement. Notwithstanding the foregoing, Grantee acknowledges and agrees that it shall not be entitled to any rebate or reimbursement of all or any portion of the consideration paid for the Easement if for any reason this Agreement is not renewed or is terminated pursuant to the provisions herein.

4. Term. The "Term" of this Agreement is twenty (20) years.

5. Renewal. Grantee, subject to continued compliance with the terms and conditions of this Agreement, shall have the right to renew this Agreement for an additional twenty (20) -year term, in accordance with the governing law and applicable rules of State at the time of renewal.

6. Construction of Cable.

6.1 Construction of the Cable shall conform to standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard.

6.2 Any blasting which may be necessary for the construction of the Cable shall be performed according to the laws of the State of Oregon and the rules of its agencies, including, without limitation, Oregon Department of Fish and Wildlife's in-water work windows.

6.3 Grantee shall supply to State an as-laid survey for the Cable within ninety (90) days after completion of construction.

7. Financial Assurance.

7.1 *For Construction.* Grantee shall furnish to State a surety bond in the amount of \$100,000.00 (or, in lieu of the surety bond, an equivalent cash deposit or certificate of deposit), that names the State of Oregon as co-owner, to ensure that Grantee performs construction of the Cable in accordance with all terms and conditions of this Agreement, to be held until construction of the Cable is completed.

7.2 *For Decommissioning.*

7.2.1 If Grantee does not intend to renew the Term of this Easement pursuant to Section 5 above, then within one hundred eighty (180) days before the last day of the Term of this Agreement, Grantee shall submit to State a plan for decommissioning the Cable and restoring the Easement Parcel (the "Decommissioning Plan") that includes:

- (a) a detailed cost estimate (the "Decommissioning Cost Estimate") for decommissioning the Cable and restoring the Easement Parcel back to its previous, natural condition as set forth in Section 10 below (the "Decommissioning Work"). The Decommissioning Cost Estimate for the Decommissioning Work shall be prepared by a qualified independent third party, acceptable to State in its reasonable discretion;
- (b) a detailed proposed schedule for the Decommissioning Work;
- (c) a detailed description of the Decommissioning Work, including any corrective or remedial actions that may be required pursuant to this Agreement; and
- (d) Grantee's proposed form of financial assurance for the completion of the Decommissioning Work, which shall be either a surety bond, a cash deposit or a certificate of deposit as described in OAR 141-083-0850(2), in the amount of the Decommissioning Cost Estimate.

7.2.3 Within thirty (30) days after Grantee's delivery of the Decommissioning Plan, State shall, in State's sole discretion, either notify Grantee that State approves the Decommissioning Plan, or request revisions thereto or additional information, in which case Grantee shall promptly deliver to State a revised Decommissioning Plan or additional information. If State does not, in State's sole discretion, approve the revised Decommissioning Plan, then Grantee shall, within ninety (90) days after Grantee's rejection of the Decommissioning Plan, submit to State a completed application for an encroachment easement under OAR 141-123-0030(19), to address that the Cable will, after the Term of this Agreement, be an encroachment on State property.

7.2.4 Grantee shall not undertake any Decommissioning Work until State has approved the Decommissioning Plan, and until the financial assurance required by State is in place. Additionally, Grantee shall notify State at least sixty (60) days before undertaking the Decommissioning Work.

8. Maintenance and Repair in Shore Area. If maintenance or repair is required within the Shore Area, Grantee shall follow and adhere to the Oregon Parks and Recreation Department OARs 736-020 – Beach Construction/Alteration Standards (as may be amended at any time and from time to time).

9. Inspection. Grantee shall inspect the Cable and related fixtures at least every five (5) years and after any major geologic event, such as subduction-zone earthquakes, to ensure continued burial (from the entry of the Cable on the Shore Area to the end of HDD) and location integrity of non-buried cable (from the end of the HDD to the remainder of the Cable on the Easement Parcel). Grantee shall promptly perform any maintenance or repair shown to be necessary after such inspections, to ensure continued burial or location integrity of the Cable.

10. Restoration. The Easement Parcel shall be restored back to its previous, natural condition as soon as construction or maintenance is completed.

11. Vegetation and Mineral Resources.

11.1 Except as expressly authorized by State, Grantee shall not:

11.1.1 cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation from the Easement Parcel (provided, however, that routine right-of-way maintenance, including vegetation trimming, is allowed without State's express authorization); or

11.1.2 remove from the Easement Parcel any sand and gravel, or other mineral resources, for commercial use or sale.

11.2 Grantee shall compensate State for the fair market value of any commercially valuable timber or sand and gravel, or other mineral resources, in the Easement Parcel that must be removed during or after construction or maintenance of the Cable, or which cannot be developed because of Grantee's use of the Easement Parcel.

12. Damage; Fines.

12.1 Grantee shall pay to State the current market value, as determined by State, for any unnecessary and non-approved damages to the Easement Parcel or surrounding seabed or shoreline caused by construction or maintenance of the Cable.

12.2 Grantee shall be responsible for the payment of any fines or penalties charged against the Easement Parcel resulting from Grantee's failure to comply with laws or regulations affecting the Easement Parcel.

13. Conservation. Grantee shall conduct all operations within the Easement Parcel in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests.

14. Compliance with Other Agreement and Grantee's Applications. In all of its activities related to the Easement, including construction, maintenance and repair, Grantee shall strictly comply with the following:

14.1 "Agreement between the Oregon Fishermen's Cable Committee, Inc. and AMCS LLC as Relates to the Bifrost Cable System" dated July 29, 2022, attached as Exhibit B;

14.2 All of the information provided by or on behalf of Grantee in Grantee's "Easement Application Form for 'Territorial Sea' Fiber Optic Cable", 64189-EA, dated November 28, 2022;

14.3 All of the information provided by or on behalf of Grantee in Grantee's "Joint Permit Application", 64186-RF, dated April 27, 2023.

14.4 Oregon State Parks "Ocean Shore Alteration Permit" issued to AMCS LLC dated May 4, 2023.

14.5 Department of Environmental Quality "401 Water Quality Certification" issued to AMCS LLC, dated April 3, 2023.

14.6 Tillamook County Conditional Use Approval and Floodplain Development Permit issued to AMCS LLC, dated December 8, 2022 and January 12, 2023.

15. Prior Notification to State. Grantee shall notify State at least ninety (90) days:

15.1 prior to any pre-planned change in the location of the Cable;

15.2 prior to any change in ownership of the Cable;

15.3 after discovery of any change in the location of the Cable resulting from accidental contact or geologic or other natural causes; or

15.4 prior to an abandonment or termination of the use of the Cable.

16. Notification to State of Breakage or Failure. Grantee shall notify State within forty-eight (48) hours after Grantee learns of any break or malfunctioning of the Cable, related equipment or any part thereof, whether arising from the regular use of the Cable or the Decommissioning Work.

17. Prior Consent from State. Grantee may not, without prior consent from State:

17.1 change the type of use authorized by this Agreement;

17.2 expand the number of authorized developments or uses of the Easement;

17.3 change the location of the Easement Parcel; or

17.4 permit other persons to utilize the Easement Parcel for uses and developments requiring separate authorization by State pursuant to the administrative rules governing the granting of easements or other State requirements.

18. No Interference. Nothing in this Agreement may be construed as permission, except during construction or maintenance periods, to Grantee to interfere with navigation or fisheries, or reduce the public's rights to the free and unimpeded use of the navigable waters of the State of Oregon within the area of the Easement Parcel; provided, however, that to the extent necessary to facilitate construction and maintenance of the Cable, Grantee may so interfere, but shall keep such interference to an absolute minimum. Grantee shall perform and complete all such construction and maintenance of the Cable as promptly as is reasonable.

19. Requirements of Regulatory Agencies. In its activities related to the Easement, Grantee shall comply with all applicable requirements of the regulatory agencies of the State of Oregon, including, without limitation, the Oregon Department of Fish and Wildlife.

20. Assessments. Grantee shall pay all assessments that may be legally charged on public lands which are levied against the Easement Parcel, whether or not such assessments have been levied against the Easement Parcel or State by the assessing agency.

21. Nondiscrimination. Grantee shall use the Easement Parcel only in a manner, or for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

22. Permits. Grantee shall ensure that all state, federal and local permits are consistent and compatible with this authorization prior to work commencing.

23. Nonuse. If the Easement Parcel is not used for a period of five (5) consecutive years, this Agreement may be terminated by notice from State to Grantee at its last known address. Upon expiration or earlier termination of this Agreement, Grantee shall have one (1) year to remove the Cable and appurtenances from the Easement Parcel. However, if Grantee demonstrates to State's satisfaction that removal of the Cable will

be more detrimental to the Easement Parcel than leaving it in place, Grantee shall be permitted to abandon the Cable in place.

24. Hold Harmless. Grantee shall indemnify, defend and hold State harmless from any and all claims suffered or alleged to be suffered as a result of Grantee's use of the Easement.

25. Open to Public. The Easement Parcel shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by State.

26. State's Reservation of Rights.

26.1 State reserves the right to lease or otherwise utilize the Easement Parcel in a manner and for uses that will not be incompatible with the primary use for which the Easement is granted.

26.2 State has the right to grant additional easements within the Easement Parcel, subject to the provisions of the administrative rules governing the granting of easements.

26.3 State and its employees, agents and contractors shall have the right to enter into and upon the Easement Parcel at any time for the purposes of inspection or management.

27. Assignment of Agreement. This Agreement may be assigned, pursuant to the provisions of OAR 141-122-0080.

28. Default. A "Grantee Default" shall occur upon any of the following events:

28.1 Grantee fails to comply with or fulfill any term, condition or obligation of this Agreement (except with regard to Section 18 above), within thirty (30) days after notice from State specifying the nature of the failure with reasonable particularity or, in the event such failure cannot reasonably be cured within such thirty (30) -day period, then within such time as the failure can be cured with reasonable good faith and diligence; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

28.2 Grantee fails to comply with Section 18 above within ten (10) days after notice from State specifying the nature of the failure with reasonable particularity; or, in the event such failure cannot reasonably be cured within such 10-day period, then within such time as the failure can be cured with reasonable good faith and diligence; provided, however, that such cure period shall not exceed thirty (30) days.

29. Remedies. Upon any Grantee Default, State may exercise any one or more of the following remedies:

29.1 At Grantee's cost and expense, State may perform Grantee's unperformed obligations that gave rise to the Grantee Default, and charge all such costs and expenses to Grantee pursuant to this Agreement, which Grantee shall pay within thirty (30) days after State delivers an invoice therefor, together with reasonable supporting documentation of such costs and expenses.

29.2 State may terminate this Agreement.

29.3 State may sue periodically to recover damages as they accrue without barring a later action for further damages.

29.4 State shall be entitled to recover from Grantee any and all damages arising from a Grantee Default, including all costs and expenses of curing Grantee Default, with any amounts due and owing to accrue interest at the rate of eight percent (8%) per annum.

29.5 The foregoing remedies in this Section 29 shall be in addition to and shall not exclude any other remedy available to State in law or equity.

30. Notices.

30.1 *Addresses.* A Party's address means the address set forth below that Party's signature on this Agreement. State may notify User of a different address for payments of any amounts due to State under this Agreement. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 30.2 below to a Party's address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 30.2 below.

30.2 *Delivery.*

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

31. Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit action or proceeding ("Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 31 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. State and Grantee each hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

[remainder of page intentionally left blank]

GRANTEE:

AMCS LLC, a Delaware limited liability company

Name: _____

Title: _____

Signature: _____

STATE OF _____)
County of _____) ss
_____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of

Signature
My Commission Expires _____, 20____.



STATE:

STATE OF OREGON,
acting by and through its Department of State Lands

Name: _____

Title: _____

Signature: _____

STATE OF OREGON)
) ss
County of Marion)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of
the Department of State Lands.

Signature
My Commission Expires _____, 20____.

DOJ approved 8/11/2020 #10231413v5

State of Oregon Department of State Lands



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS user community

EXHIBIT A

64189-EA, Fiber Optic Cable
T05S, R11W Section 12
297,349 Square Feet
Tillamook County

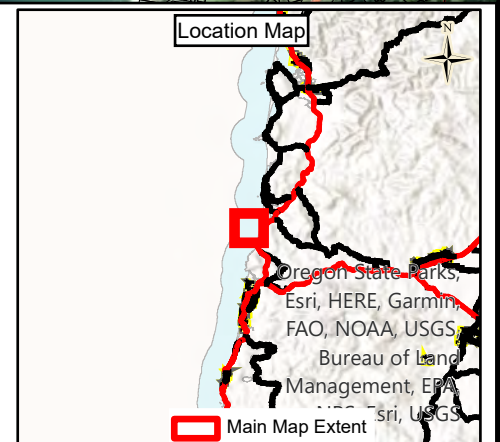
- ▲ Points of Beginning
- Description lines
- Use Area

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 1,000 2,000
Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet
State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 5/12/2023



**AGREEMENT BETWEEN THE OREGON FISHERMEN'S
CABLE COMMITTEE, INC. AND AMCS LLC
AS RELATES TO THE BIFROST CABLE SYSTEM**

This Agreement is entered into on the date noted below between and among: The Oregon Fishermen's Cable Committee, Inc. ("OFCC" or "Oregon Committee" or "the Committee"), an Oregon non-profit corporation with a business address at 2021 Marine Drive, Suite 102, Astoria, Oregon 97103, and AMCS LLC ("AMCS"), a Delaware limited liability company having its registered office at 410 Terry Avenue North, Seattle, Washington, 98109. The OFCC and AMCS are at times referred to collectively as the "Parties".

The OFCC is comprised of representatives of the Oregon commercial fishing industry, the Oregon sub-sea scientific observatories and the sub-sea telecommunications industry. The fishing representatives are from the areas near and the waters off Astoria/Columbia River, Garibaldi, Newport/Yaquina Bay, Charleston/Coos Bay and Brookings/Harbor in the State of Oregon. The current telecommunications and scientific cable representatives are from ACS Cable Systems, Inc. ("ACS"), MFS Globenet, Inc. ("Verizon"), Tata Communications (America) Inc. ("Tata"), General Communication, Inc. ("GCI"), Woods Hole Oceanographic Institution ("WHOI"), Microsoft Infrastructure Group, LLC ("Microsoft"), GU Holdings ("GOOGLE"), Hawaiki Submarine Cable USA LLC ("Hawaiki"), and Facebook.

The Oregon Accord (established on July 9, 1998 between Certain Oregon Commercial Fishing Interests and WCI Cable, Inc.) was the first agreement between the Oregon commercial fishing industry and the sub-sea telecommunications industry. The Oregon Accord established the OFCC along with basic principles, understandings, and procedures to follow for the shared use of the seabed off the Oregon coast. Among the other Goals set forth below, the Oregon Accord seeks to minimize risks to, interference with, and/or interruption of commercial fishing activities and of submarine fiber optic cable operations.

AMCS intends to install the Bifrost submarine cable from south of Pacific City, Oregon to Singapore through commercial fishing grounds in the waters off the State of Oregon. This Agreement reflects the basic principles of the Oregon Accord as modified and amended to date by the OFCC. AMCS shall adhere to the terms and conditions of this Agreement. If there is a conflict between the Oregon Accord and this Agreement, the terms and conditions of this Agreement take precedence.

GOALS OF THE PARTIES

To continue communication, coordination, and cooperation between members of the Oregon commercial fishing and fiber optic cable industries so that they can amiably discuss and resolve concerns;

To encourage the employment of commercially reasonable cable installation and maintenance techniques to minimize interference with and/or interruption of commercial fishing activities;



To distribute to US West Coast trawl fishermen the 24-hour toll free hotline numbers maintained for individual cable owners who are a party to the OFCC;

To establish a Fund to compensate commercial fishermen for the replacement of cable-related fishing gear losses;

To form a committee constituted of Oregon commercial fishermen and fiber optic cable representatives who oversee Committee funds and administer the Committee's related activities;

To release participating commercial fishermen from liability for damage to member fiber optic cable systems; and

To educate and encourage the West Coast US trawl fleet to follow safe practices around OFCC member fiber optic cables and to protect those cables from damage.

SHARED UNDERSTANDINGS

The Oregon Accord was the first effort by representatives of the commercial fishing and telecommunications industries to discuss, describe, and delineate their shared use of a community resource – the coastal continental shelf and slope. The Oregon Accord and this Agreement are a refinement of the rights and duties set forth in and under international and national law. These agreements are private compacts between and among individuals and entities. These agreements are not intended to, nor do they create, any rights in third parties other than the individual Participating Fisherman who executes the "Individual Fisherman's Agreement and Mutual Release", a copy of which is attached to this Agreement as Attachment 1. These agreements are intended to be implemented with a minimum of government involvement and interference. These agreements are not intended to be and should not be interpreted or enforced by an agency or court except as set forth in the Dispute Resolution section of this Agreement. These agreements are not intended to be disclosed in any administrative or judicial proceeding except as otherwise required by law.

The Parties acknowledge and agree that this Agreement covers only the Bifrost submarine cable running from the shoreside south of Pacific City, Oregon seaward to a water depth of 1500 meters. The Bifrost submarine cable shall be buried to a water depth of 1,300 meters or a mutually agreed point (Burial End Point) in accordance with Attachment 3. All cable segments that are located shoreward of the 700 Fathom Essential Fish Habitat ("700 Fm EFH") boundary shall be buried except at mutually agreed locations. The Parties also acknowledge and agree that because the fiber optic cable is intended to remain buried, all current fishing activities undertaken by (a) Pacific Coast limited entry groundfish permit holders with trawl endorsement, and (b) Washington, Oregon and California pink shrimp permit holders, may continue in the area where the Bifrost submarine cable is buried. The Parties also acknowledge and agree that this Agreement is limited to the traditional fisheries and current gear and technology in the fishing industry. This Agreement expressly does not cover or protect the fishermen who utilize clam dredges, scallop dredges, and/or any other sub-benthic technology.



24-HOUR TELEPHONE HOT LINE

AMCS shall provide and maintain, either individually or in collaboration with other cable entities, a 24-hour toll free telephone hot line for fishermen who believe they may have snagged their gear on the Bifrost submarine cable to call. There shall always be one person on duty at all times who (1) has the authority to make a decision and (2) the background and experience to make the most prudent decision under the circumstances. The person shall have the authority to make a quick decision to cut the snagged fishing gear based on limited information if a failure to cut the gear could jeopardize lives or other property, including the Bifrost submarine cable.

FUNDS

Installation Costs

AMCS acknowledges that OFCC and RTI Solutions, Inc., entered into a Memorandum of Understanding ("MOU") dated July 20, 2021, governing pre-installation, installation and post-installation activities and funds for such activities related to the Bifrost Cable System, referred to in the MOU as the RTI-S Singapore Cable project.

In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although AMCS shall be responsible for payment of actual costs for pre-installation and installation activities incurred by the Oregon Committee up to the date of termination.

Initial Funding for OFCC Operating Expense Reserve Account

AMCS shall pay \$7,142.86 at time of signing to fund the OFCC Operating Expense Reserve Account, the same amount paid by all cable owners.

Annual Costs for OFCC Expenses

AMCS shall share in the Committee's expenses with the other cable entities on a pro rata basis according to the following:

Determination of Pro Rata Share: The OFCC pro rata share calculation is 1 share for the first cable segment and ½ share for each additional cable segment forming a part of the same cable system installed on the continental shelf or slope offshore of Oregon. GCI, Google, Microsoft, Hawaiki, and Facebook each have 1 cable under agreement and, therefore, are each obligated for 1 share of the expenses. ACS and Verizon have 2 cables under agreement and are obligated for 1 ½ shares of the expenses. Tata has 3 cables under agreement and is obligated for 2 shares of the expenses. The Woods Hole Oceanographic Institution has 3 continental shelf cable segments and is obligated for 2 shares of the expenses. A total of 12 shares are currently under agreement. With the addition of the Bifrost Cable System, there will be 13 shares. AMCS shall be responsible for 1 out of a total of 13 shares, or 7.69231% of the OFCC's expenses. In the event that RTI installs one or more additional Bifrost cable system segments in Oregon, an additional ½ share shall be allocated to AMCS for each additional Bifrost cable system segment.



Timing and Amount of Payments: The OFCC shall approve an annual budget for OFCC operations for the fiscal year commencing July 1. AMCS shall be invoiced semi-annually for its share of the OFCC expenses up to a maximum of \$75,000 per period. The budget will be reconciled semi-annually with credits applied or payments owed reflected in the invoice for a subsequent six month period. AMCS's payment obligation shall become effective upon AMCS's execution of this Agreement. The initial invoice shall be prorated from the effective date to the end of the applicable invoice period. All invoices shall be paid within 60 days of receipt. In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although the OFCC shall retain all payments made by AMCS for its pro rata share of the OFCC operations budget for the then current invoice cycle.

Sacrificed Gear Fund

The OFCC maintains a Sacrificed Gear Fund funded by the cable members. An equal share of this Sacrificed Gear Fund shall be paid by each cable member of the OFCC. Each cable member shall pay into the Sacrificed Gear Fund \$25,000 which shall be due upon commencement of cable placement operations. This fund shall only be used to pay sacrificed gear claims, provide sacrificed gear bridge loans, and pay related expenses. Related expenses shall include the cost of OFCC fishermen representatives (in accordance with the OFCC Rate Schedule in effect at the time the activities are performed) involved with investigating, processing and reviewing a claim for sacrificed gear. If payments from this fund are made in connection with gear sacrificed to protect the Bifrost submarine cable, then the OFCC shall invoice AMCS for the amounts paid from the fund and AMCS shall reimburse the fund by paying those amounts into the fund within 60 days of receiving the invoice. In addition, if a sacrificed gear claim on the Bifrost submarine cable exceeds the amount available in the Sacrificed Gear Fund, AMCS shall pay into the Sacrificed Gear Fund the amount of the OFCC approved claim, including the amount that exceeds the fund, within 60 days.

RESOLUTION OF CLAIMS

The OFCC maintains a claims review procedure. A Participating Fisherman shall submit a written claim for compensation pursuant to the claims review procedure and on approved forms including the "Sacrificed Gear Claim Form And Release And Settlement" within the time set by the OFCC. The OFCC shall review and then approve or deny a claim or offer a settlement in accordance with its claim review procedure. As part of its review, the OFCC may review any available information relating to the sacrificed gear claim, including an inspection of the cable by an underwater remote operated vehicle ("ROV"). If the OFCC approves a claim, the OFCC waives any right to collect from the claimant amounts OFCC paid for the replacement gear related to that claim. In addition, the OFCC shall pay from the Sacrificed Gear Fund an amount equal to fifty percent (50%) of the value of the replacement gear to the Participating Fisherman. This sum represents liquidated damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits, or any other damages incurred by the Participating Fisherman. If the OFCC denies a claim because of fraud, misrepresentation, or failure to follow the required procedures, or other sound reasons, the authorization to the approved suppliers for the sacrificed gear shall be treated as a bridge loan to the Participating Fisherman that shall be repaid by the Participating Fisherman.



THE OREGON FISHERMEN'S CABLE COMMITTEE

Voting Members

The size, structure, and membership of the OFCC are set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 2 as amended. AMCS shall be entitled to one vote.

Non-Voting Member

There shall be one non-voting Director as set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 3 as amended: There shall be one non-voting Director selected by the voting Directors, who shall be a specialist in undersea telecommunications construction and maintenance.

OFCC Fishermen Director Costs

Each fisherman Director shall be paid for duties agreed by the OFCC in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. In addition, each fisherman Director shall be reimbursed for all reasonable expenses incurred in performing his or her duties. Payments made to fishermen Directors shall be made from the OFCC general operating funds.

RELEASE OF LIABILITY

AMCS agrees to and shall release any claims for ordinary negligence against vessel owners/operators and vessels and refrain from taking any administrative, legal or other action to sanction and/or recover damages against vessel owners/operators who and vessels that honor the procedure established by the Committee pursuant to this Agreement and follow the terms and conditions in the Individual Fisherman's Agreement and Mutual Release. AMCS further agrees to and shall encourage all administrative, legal and other authorities to honor the procedure and practices established by the Committee pursuant to this Agreement. AMCS is not releasing claims against vessel owners/operators who or vessels that are grossly negligent or engage in willful or intentional acts or failures to act. In such a situation, AMCS is and shall be able to pursue any and all legal, equitable and admiralty rights and remedies available to it.

OFCC ACTIVITIES

OFCC agrees to communicate with fishermen about the Bifrost Cable System and evaluate and resolve sacrificed gear claims. OFCC shall also oversee the Sacrificed Gear Fund and other funds and perform any other related activities as needed and according to the OFCC Rate Schedule in effect at the time the activities are performed.



AMCS ACTIVITIES

Cable Burial

AMCS has contracted to install the Bifrost submarine cable at a depth of one meter or more beneath the seabed from shore to the Burial End Point. The fiber optic cable may be buried at less than one meter in hard ground or where the onboard OFCC observers have determined that reasonable efforts failed to achieve full burial. Where soft bottom is encountered, the fiber optic cable may be buried deeper than one meter. In all instances, current technology shall be utilized in the cable burial process including using remote operated vehicles ("ROV"), post-lay burial, where required, and ROV inspection immediately following installation shoreward of the Burial End Point.

AMCS agrees that two OFCC fishermen representatives shall be allowed on board cable survey, cable installation, and cable maintenance vessels from the coast out to the Burial End Point. The involvement of OFCC fishermen representatives is limited to cable survey, cable installation, cable maintenance, cable inspection and cable repair activities. AMCS shall pay all of the representatives' approved labor and expenses in the course of their observing such operations in accordance with the OFCC Rate Schedule in effect at the time the activities are performed.

OFCC shall require that the Personal Liability Release Form included as Attachment 2 to this Agreement or another approved form is signed by all persons undertaking activities at the request of OFCC onboard any cable survey, installation, inspection or maintenance vessels chartered by AMCS or its contractors. The OFCC fishermen representatives shall have access to observe all operations including access to instruments onboard vessels whenever space and working conditions reasonably allow.

Debris Control

AMCS and its contractors shall undertake stringent debris control efforts during installation and burial of the cables.

As-Built Coordinates and Charts

AMCS shall provide cable as-built installation Lat/Long coordinates to the OFCC within 30 days after the installation contractor delivers the information to AMCS. This data shall be provided in written and electronic data form. AMCS shall provide the OFCC with a complete set of as laid paper charts of the cables shoreward of 1,500 meters water depth.

ROV Burial Verification

AMCS shall cause an initial ROV burial verification inspection not more than five years following the completion of the Bifrost submarine cable installation. A Post Lay Inspection Burial (PLIB) operation, performed immediately post installation, meets this requirement and can be submitted as the initial post installation ROV verification inspection. Subsequent verification inspections can be undertaken by the cable owner(s) at its sole discretion as cable protection measures. In addition to the foregoing ROV burial verification surveys, AMCS shall conduct an ROV inspection and survey after any major geological or environmental event as determined by the OFCC or if there is any indication of the cable not being buried as initially recorded. Indications



of exposed cable include gear hang up on or near a cable, cable repair activity, or other remote monitoring that has identified exposed cable. If required, AMCS shall pay committee-approved gear compensation and/or gear removal costs associated with these or other maintenance activities. All ROV burial verification inspections shall follow OFCC protocols and practices.

Patrol and Guard Vessels

AMCS shall fund or cause to be funded patrol and guard vessels ("Vessels") that are nominated by the OFCC during the cable landing, laying and burial operation shoreward of the Burial End Point. Vessels shall be compensated in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. Vessels are not required during ROV operations, whether part of a Post Lay Inspection and Burial (PLIB) operation, subsequent repair or ROV Inspection.

A patrol vessel shall accompany the installation vessel between the shore landing area and the end of burial point.

A guard vessel shall be required for a new cable exposure during construction or repair operations more than 3 nm away from the cable ship performing the work. The guard vessel shall maintain a watch at the site for up to 10 days, or a mutually agreed upon duration, to allow for fleet notification. A single guard vessel may stand watch over multiple exposures in which no exposure is more than 10 nm from any other exposure. If exposures are more than 10 nm apart, one or more additional guard vessels shall be required.

REVIEW BY LEGAL COUNSEL

The Parties acknowledge and agree that they have had this Agreement reviewed by legal counsel or were afforded an opportunity to have this Agreement reviewed by legal counsel.

DISPUTE RESOLUTION AND LIMITATION OF LIABILITY

In the event of a dispute between the Parties to this Agreement, the Parties shall (1) discuss the problem between them and attempt a resolution. If the dispute is not thereby resolved within seven days, the Parties shall (2) mediate the problem in Portland, Oregon or in another mutually agreed location. If the dispute is not thereby resolved within thirty days, the Parties shall (3) engage in binding arbitration in Portland, Oregon or in another mutually agreed location and before a mutually agreed arbitrator.

No Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, or for any lost profits of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under this Agreement, whether from negligence or otherwise. No Party's total aggregate liability arising out of or relating to this Agreement shall exceed the annual amount paid or payable under this Agreement.

In the event of a dispute between or among the Parties to this Agreement on a technical issue, the Parties shall discuss the problem between them and diligently attempt to reach a resolution. If the dispute is not thereby resolved in a timely manner, the Parties shall employ an independent engineer to review the issue and render an opinion that shall be binding. The engineer shall be



hired from a mutually agreeable independent engineering firm with expertise in undersea cable systems and paid by AMCS.

SUPPORT FOR BIFROST CABLE SYSTEM PROJECT

The fishing industry members of the OFCC express their support to governmental agencies in connection with the permitting, installation, operation and maintenance of the Bifrost Cable System that is the subject of this Agreement. These members shall also express support for subsequent cables that may be proposed by AMCS, provided that the provisions of this Agreement or a similar agreement cover these subsequent cables.

CONFIDENTIALITY

All data concerning cable installation and engineering shall be considered confidential and released outside the OFCC only by written consent of AMCS.

AGREEMENT OPEN TO NEW MEMBERS

Additional cable companies may join the OFCC by majority vote of the OFCC. In such an event, the OFCC's operating expense costs of the Committee shall be re-allocated among all new and existing cable company committee members in the same proportional manner as set forth above and such new member cable companies must agree to the substantive terms and provisions of this Agreement. Changes to the total number of shares under agreements with the OFCC and the member proportional shares of expenses shall be adjusted accordingly and shall not require amendment to this Agreement. Such changes shall be noted in the published meeting minutes from the Board Meeting approving the change.

MISCELLANEOUS

This Agreement is solely for the benefit of the Parties and their respective successors and approved assigns. This Agreement shall not otherwise be deemed to confer upon or give to any other third party any right, remedy, claim, liability, reimbursement, or cause of action.

AMCS shall have the right to assign its interests and obligations in this Agreement subject to the Oregon Committee's written approval, which shall not be unreasonably withheld. OFCC shall approve the assignment if the assignee agrees to assume and is financially capable of assuming the interests and obligations of this Agreement. OFCC agrees to use its best efforts to effect an orderly and efficient transition to any assignee in the event of any such assignment. AMCS shall have the right to assign without consent to its related affiliates, any of which shall assume all interests and obligations from AMCS. In the event of an assignment, the assigning entity shall remain liable under the terms and conditions of this Agreement. This Agreement shall be binding on AMCS and the OFCC and their respective successors and approved assigns.

If any of the provisions of this Agreement are invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather



the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

A waiver of any of the terms and conditions of this Agreement, or the failure of a Party strictly to enforce any such term or condition on one or more occasions shall not be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion.

This Agreement supersedes all prior oral or written understanding between the Parties and constitutes the entire Agreement with respect to the subject matter herein. The Agreement cannot be modified or amended except by a writing signed by authorized representatives of all Parties.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

All notices and other communications to and from AMCS and OFCC under this Agreement must be in writing and shall be deemed to have been given if delivered personally, or by email, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:

AMCS LLC
410 Terry Ave. North
Seattle, WA, 98109

Oregon Fishermen's Cable Committee, Inc.
2021 Marine Dr. STE 102
Astoria, Oregon 97103

AMCS and OFCC shall notify the other in writing of a change of address.

GOVERNING LAW

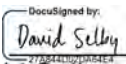
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States, excluding its conflicts of laws and/or choice of laws provisions.

AUTHORITY TO EXECUTE

The Parties execute this Agreement by and through their respective duly authorized representatives who warrant and covenant their authority to enter into this Agreement.

This Agreement is executed this 29th day of July 2022

AMCS LLC

By: 
David Selby
AMCS LLC Authorized Signatory

OFCC

DocuSigned by:

By: 
Scott McMullen
OFCC President/Chairman



OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
Brad Pettinger (Brookings/Harbor)

By: _____
Gerald Gunnari (Charleston/Coos Bay)

By: _____
Tom Brewer (ACS Cable Systems, Inc.)

By: _____
David Jordan (Garibaldi)

By: _____
John Hayduk
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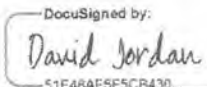
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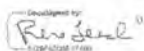
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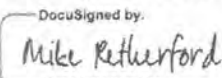
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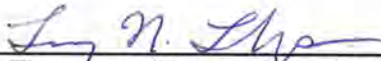
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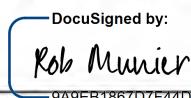
By: _____
Jeffrey Holmes (ACS Cable Systems, Inc.)

By: _____
David Jordan (Garibaldi)

By: _____
(Tata Communications (America) Inc.)

By: _____

Mikal Modisette (MFS Globenet, Inc.)

By: _____

Rob Munier, OFCC Technical Advisor
(Woods Hole Oceanographic Institution)


By: _____
Bruce Rein
(General Communication, Inc.)

By: _____
Gary Wintersteen (Astoria/Columbia River)

By: _____
Rick Murray
(Woods Hole Oceanographic Institution)

By: _____
(GU Holdings, Inc.)

By: _____
Andrea Garrison
(Microsoft Infrastructure Group, LLC)

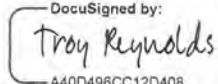
By: _____

John Bradfield
(Hawaiki Submarine Cable USA LLC)

By: _____
Rex Leach (Charleston/Coos Bay)

By: _____
Vince D'Amico (Meta (Facebook))

By: _____
Mike Retherford
(Newport/Yaquina Bay)

By: _____
Brian Petersen (Astoria/Columbia River)

OREGON FISHERMEN'S CABLE COMMITTEE, INC.By: _____
Terry Thompson (Newport/Yaquina Bay)By: _____
Brad Pettinger (Brookings/Harbor)By: _____
Gerald Gunnari (Charleston/Coos Bay)By: _____
Tom Brewer (ACS Cable Systems, Inc.)By: _____
David Jordan (Garibaldi)By:  _____
Troy Reynolds
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Paul Matthias
(Woods Hole Oceanographic Institution)By: _____
Woohyong Choi (GU Holdings, Inc.)By: _____
Andrea Garrison
(Microsoft Infrastructure Group, LLC)By: _____
Christophe Terral
(Hawaiki Submarine Cable USA LLC)By: _____
Rex Leach (Charleston/Coos Bay)By: _____
Kevin Salvadori (Facebook)By: _____
Mike Retherford
(Newport/Yaquina Bay)By: _____
Brian Petersen (Astoria/Columbia River)

Approved As To Form:	
LEGAL DEPARTMENT	
By: _____	Gary Gorske
Name: _____	Gary Gorske
Date: ____/____/____	<input checked="" type="checkbox"/>
TC/LD//019-10	APPROVED FOR SIGNATURE



OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
Brad Pettinger (Brookings/Harbor)

By: _____
Gerald Gunnari (Charleston/Coos Bay)

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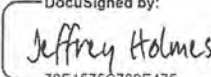
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DocuSigned by:

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By: _____
Brian Petersen (Astoria/Columbia River)

**AGREEMENT BETWEEN THE OREGON FISHERMEN'S
CABLE COMMITTEE, INC. AND AMCS LLC
AS RELATES TO THE BIFROST CABLE SYSTEM**

This Agreement is entered into on the date noted below between and among: The Oregon Fishermen's Cable Committee, Inc. ("OFCC" or "Oregon Committee" or "the Committee"), an Oregon non-profit corporation with a business address at 2021 Marine Drive, Suite 102, Astoria, Oregon 97103, and AMCS LLC ("AMCS"), a Delaware limited liability company having its registered office at 410 Terry Avenue North, Seattle, Washington, 98109. The OFCC and AMCS are at times referred to collectively as the "Parties".

The OFCC is comprised of representatives of the Oregon commercial fishing industry, the Oregon sub-sea scientific observatories and the sub-sea telecommunications industry. The fishing representatives are from the areas near and the waters off Astoria/Columbia River, Garibaldi, Newport/Yaquina Bay, Charleston/Coos Bay and Brookings/Harbor in the State of Oregon. The current telecommunications and scientific cable representatives are from ACS Cable Systems, Inc. ("ACS"), MFS Globenet, Inc. ("Verizon"), Tata Communications (America) Inc. ("Tata"), General Communication, Inc. ("GCI"), Woods Hole Oceanographic Institution ("WHOI"), Microsoft Infrastructure Group, LLC ("Microsoft"), GU Holdings ("GOOGLE"), Hawaiki Submarine Cable USA LLC ("Hawaiki"), and Facebook.

The Oregon Accord (established on July 9, 1998 between Certain Oregon Commercial Fishing Interests and WCI Cable, Inc.) was the first agreement between the Oregon commercial fishing industry and the sub-sea telecommunications industry. The Oregon Accord established the OFCC along with basic principles, understandings, and procedures to follow for the shared use of the seabed off the Oregon coast. Among the other Goals set forth below, the Oregon Accord seeks to minimize risks to, interference with, and/or interruption of commercial fishing activities and of submarine fiber optic cable operations.

AMCS intends to install the Bifrost submarine cable from south of Pacific City, Oregon to Singapore through commercial fishing grounds in the waters off the State of Oregon. This Agreement reflects the basic principles of the Oregon Accord as modified and amended to date by the OFCC. AMCS shall adhere to the terms and conditions of this Agreement. If there is a conflict between the Oregon Accord and this Agreement, the terms and conditions of this Agreement take precedence.

GOALS OF THE PARTIES

To continue communication, coordination, and cooperation between members of the Oregon commercial fishing and fiber optic cable industries so that they can amiably discuss and resolve concerns;

To encourage the employment of commercially reasonable cable installation and maintenance techniques to minimize interference with and/or interruption of commercial fishing activities;



To distribute to US West Coast trawl fishermen the 24-hour toll free hotline numbers maintained for individual cable owners who are a party to the OFCC;

To establish a Fund to compensate commercial fishermen for the replacement of cable-related fishing gear losses;

To form a committee constituted of Oregon commercial fishermen and fiber optic cable representatives who oversee Committee funds and administer the Committee's related activities;

To release participating commercial fishermen from liability for damage to member fiber optic cable systems; and

To educate and encourage the West Coast US trawl fleet to follow safe practices around OFCC member fiber optic cables and to protect those cables from damage.

SHARED UNDERSTANDINGS

The Oregon Accord was the first effort by representatives of the commercial fishing and telecommunications industries to discuss, describe, and delineate their shared use of a community resource – the coastal continental shelf and slope. The Oregon Accord and this Agreement are a refinement of the rights and duties set forth in and under international and national law. These agreements are private compacts between and among individuals and entities. These agreements are not intended to, nor do they create, any rights in third parties other than the individual Participating Fisherman who executes the "Individual Fisherman's Agreement and Mutual Release", a copy of which is attached to this Agreement as Attachment 1. These agreements are intended to be implemented with a minimum of government involvement and interference. These agreements are not intended to be and should not be interpreted or enforced by an agency or court except as set forth in the Dispute Resolution section of this Agreement. These agreements are not intended to be disclosed in any administrative or judicial proceeding except as otherwise required by law.

The Parties acknowledge and agree that this Agreement covers only the Bifrost submarine cable running from the shoreside south of Pacific City, Oregon seaward to a water depth of 1500 meters. The Bifrost submarine cable shall be buried to a water depth of 1,300 meters or a mutually agreed point (Burial End Point) in accordance with Attachment 3. All cable segments that are located shoreward of the 700 Fathom Essential Fish Habitat ("700 Fm EFH") boundary shall be buried except at mutually agreed locations. The Parties also acknowledge and agree that because the fiber optic cable is intended to remain buried, all current fishing activities undertaken by (a) Pacific Coast limited entry groundfish permit holders with trawl endorsement, and (b) Washington, Oregon and California pink shrimp permit holders, may continue in the area where the Bifrost submarine cable is buried. The Parties also acknowledge and agree that this Agreement is limited to the traditional fisheries and current gear and technology in the fishing industry. This Agreement expressly does not cover or protect the fishermen who utilize clam dredges, scallop dredges, and/or any other sub-benthic technology.



24-HOUR TELEPHONE HOT LINE

AMCS shall provide and maintain, either individually or in collaboration with other cable entities, a 24-hour toll free telephone hot line for fishermen who believe they may have snagged their gear on the Bifrost submarine cable to call. There shall always be one person on duty at all times who (1) has the authority to make a decision and (2) the background and experience to make the most prudent decision under the circumstances. The person shall have the authority to make a quick decision to cut the snagged fishing gear based on limited information if a failure to cut the gear could jeopardize lives or other property, including the Bifrost submarine cable.

FUNDS

Installation Costs

AMCS acknowledges that OFCC and RTI Solutions, Inc., entered into a Memorandum of Understanding ("MOU") dated July 20, 2021, governing pre-installation, installation and post-installation activities and funds for such activities related to the Bifrost Cable System, referred to in the MOU as the RTI-S Singapore Cable project.

In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although AMCS shall be responsible for payment of actual costs for pre-installation and installation activities incurred by the Oregon Committee up to the date of termination.

Initial Funding for OFCC Operating Expense Reserve Account

AMCS shall pay \$7,142.86 at time of signing to fund the OFCC Operating Expense Reserve Account, the same amount paid by all cable owners.

Annual Costs for OFCC Expenses

AMCS shall share in the Committee's expenses with the other cable entities on a pro rata basis according to the following:

Determination of Pro Rata Share: The OFCC pro rata share calculation is 1 share for the first cable segment and ½ share for each additional cable segment forming a part of the same cable system installed on the continental shelf or slope offshore of Oregon. GCI, Google, Microsoft, Hawaiki, and Facebook each have 1 cable under agreement and, therefore, are each obligated for 1 share of the expenses. ACS and Verizon have 2 cables under agreement and are obligated for 1 ½ shares of the expenses. Tata has 3 cables under agreement and is obligated for 2 shares of the expenses. The Woods Hole Oceanographic Institution has 3 continental shelf cable segments and is obligated for 2 shares of the expenses. A total of 12 shares are currently under agreement. With the addition of the Bifrost Cable System, there will be 13 shares. AMCS shall be responsible for 1 out of a total of 13 shares, or 7.69231% of the OFCC's expenses. In the event that RTI installs one or more additional Bifrost cable system segments in Oregon, an additional ½ share shall be allocated to AMCS for each additional Bifrost cable system segment.



Timing and Amount of Payments: The OFCC shall approve an annual budget for OFCC operations for the fiscal year commencing July 1. AMCS shall be invoiced semi-annually for its share of the OFCC expenses up to a maximum of \$75,000 per period. The budget will be reconciled semi-annually with credits applied or payments owed reflected in the invoice for a subsequent six month period. AMCS's payment obligation shall become effective upon AMCS's execution of this Agreement. The initial invoice shall be prorated from the effective date to the end of the applicable invoice period. All invoices shall be paid within 60 days of receipt. In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although the OFCC shall retain all payments made by AMCS for its pro rata share of the OFCC operations budget for the then current invoice cycle.

Sacrificed Gear Fund

The OFCC maintains a Sacrificed Gear Fund funded by the cable members. An equal share of this Sacrificed Gear Fund shall be paid by each cable member of the OFCC. Each cable member shall pay into the Sacrificed Gear Fund \$25,000 which shall be due upon commencement of cable placement operations. This fund shall only be used to pay sacrificed gear claims, provide sacrificed gear bridge loans, and pay related expenses. Related expenses shall include the cost of OFCC fishermen representatives (in accordance with the OFCC Rate Schedule in effect at the time the activities are performed) involved with investigating, processing and reviewing a claim for sacrificed gear. If payments from this fund are made in connection with gear sacrificed to protect the Bifrost submarine cable, then the OFCC shall invoice AMCS for the amounts paid from the fund and AMCS shall reimburse the fund by paying those amounts into the fund within 60 days of receiving the invoice. In addition, if a sacrificed gear claim on the Bifrost submarine cable exceeds the amount available in the Sacrificed Gear Fund, AMCS shall pay into the Sacrificed Gear Fund the amount of the OFCC approved claim, including the amount that exceeds the fund, within 60 days.

RESOLUTION OF CLAIMS

The OFCC maintains a claims review procedure. A Participating Fisherman shall submit a written claim for compensation pursuant to the claims review procedure and on approved forms including the "Sacrificed Gear Claim Form And Release And Settlement" within the time set by the OFCC. The OFCC shall review and then approve or deny a claim or offer a settlement in accordance with its claim review procedure. As part of its review, the OFCC may review any available information relating to the sacrificed gear claim, including an inspection of the cable by an underwater remote operated vehicle ("ROV"). If the OFCC approves a claim, the OFCC waives any right to collect from the claimant amounts OFCC paid for the replacement gear related to that claim. In addition, the OFCC shall pay from the Sacrificed Gear Fund an amount equal to fifty percent (50%) of the value of the replacement gear to the Participating Fisherman. This sum represents liquidated damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits, or any other damages incurred by the Participating Fisherman. If the OFCC denies a claim because of fraud, misrepresentation, or failure to follow the required procedures, or other sound reasons, the authorization to the approved suppliers for the sacrificed gear shall be treated as a bridge loan to the Participating Fisherman that shall be repaid by the Participating Fisherman.



THE OREGON FISHERMEN'S CABLE COMMITTEE

Voting Members

The size, structure, and membership of the OFCC are set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 2 as amended. AMCS shall be entitled to one vote.

Non-Voting Member

There shall be one non-voting Director as set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 3 as amended: There shall be one non-voting Director selected by the voting Directors, who shall be a specialist in undersea telecommunications construction and maintenance.

OFCC Fishermen Director Costs

Each fisherman Director shall be paid for duties agreed by the OFCC in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. In addition, each fisherman Director shall be reimbursed for all reasonable expenses incurred in performing his or her duties. Payments made to fishermen Directors shall be made from the OFCC general operating funds.

RELEASE OF LIABILITY

AMCS agrees to and shall release any claims for ordinary negligence against vessel owners/operators and vessels and refrain from taking any administrative, legal or other action to sanction and/or recover damages against vessel owners/operators who and vessels that honor the procedure established by the Committee pursuant to this Agreement and follow the terms and conditions in the Individual Fisherman's Agreement and Mutual Release. AMCS further agrees to and shall encourage all administrative, legal and other authorities to honor the procedure and practices established by the Committee pursuant to this Agreement. AMCS is not releasing claims against vessel owners/operators who or vessels that are grossly negligent or engage in willful or intentional acts or failures to act. In such a situation, AMCS is and shall be able to pursue any and all legal, equitable and admiralty rights and remedies available to it.

OFCC ACTIVITIES

OFCC agrees to communicate with fishermen about the Bifrost Cable System and evaluate and resolve sacrificed gear claims. OFCC shall also oversee the Sacrificed Gear Fund and other funds and perform any other related activities as needed and according to the OFCC Rate Schedule in effect at the time the activities are performed.



AMCS ACTIVITIES

Cable Burial

AMCS has contracted to install the Bifrost submarine cable at a depth of one meter or more beneath the seabed from shore to the Burial End Point. The fiber optic cable may be buried at less than one meter in hard ground or where the onboard OFCC observers have determined that reasonable efforts failed to achieve full burial. Where soft bottom is encountered, the fiber optic cable may be buried deeper than one meter. In all instances, current technology shall be utilized in the cable burial process including using remote operated vehicles ("ROV"), post-lay burial, where required, and ROV inspection immediately following installation shoreward of the Burial End Point.

AMCS agrees that two OFCC fishermen representatives shall be allowed on board cable survey, cable installation, and cable maintenance vessels from the coast out to the Burial End Point. The involvement of OFCC fishermen representatives is limited to cable survey, cable installation, cable maintenance, cable inspection and cable repair activities. AMCS shall pay all of the representatives' approved labor and expenses in the course of their observing such operations in accordance with the OFCC Rate Schedule in effect at the time the activities are performed.

OFCC shall require that the Personal Liability Release Form included as Attachment 2 to this Agreement or another approved form is signed by all persons undertaking activities at the request of OFCC onboard any cable survey, installation, inspection or maintenance vessels chartered by AMCS or its contractors. The OFCC fishermen representatives shall have access to observe all operations including access to instruments onboard vessels whenever space and working conditions reasonably allow.

Debris Control

AMCS and its contractors shall undertake stringent debris control efforts during installation and burial of the cables.

As-Built Coordinates and Charts

AMCS shall provide cable as-built installation Lat/Long coordinates to the OFCC within 30 days after the installation contractor delivers the information to AMCS. This data shall be provided in written and electronic data form. AMCS shall provide the OFCC with a complete set of as laid paper charts of the cables shoreward of 1,500 meters water depth.

ROV Burial Verification

AMCS shall cause an initial ROV burial verification inspection not more than five years following the completion of the Bifrost submarine cable installation. A Post Lay Inspection Burial (PLIB) operation, performed immediately post installation, meets this requirement and can be submitted as the initial post installation ROV verification inspection. Subsequent verification inspections can be undertaken by the cable owner(s) at its sole discretion as cable protection measures. In addition to the foregoing ROV burial verification surveys, AMCS shall conduct an ROV inspection and survey after any major geological or environmental event as determined by the OFCC or if there is any indication of the cable not being buried as initially recorded. Indications



of exposed cable include gear hang up on or near a cable, cable repair activity, or other remote monitoring that has identified exposed cable. If required, AMCS shall pay committee-approved gear compensation and/or gear removal costs associated with these or other maintenance activities. All ROV burial verification inspections shall follow OFCC protocols and practices.

Patrol and Guard Vessels

AMCS shall fund or cause to be funded patrol and guard vessels ("Vessels") that are nominated by the OFCC during the cable landing, laying and burial operation shoreward of the Burial End Point. Vessels shall be compensated in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. Vessels are not required during ROV operations, whether part of a Post Lay Inspection and Burial (PLIB) operation, subsequent repair or ROV Inspection.

A patrol vessel shall accompany the installation vessel between the shore landing area and the end of burial point.

A guard vessel shall be required for a new cable exposure during construction or repair operations more than 3 nm away from the cable ship performing the work. The guard vessel shall maintain a watch at the site for up to 10 days, or a mutually agreed upon duration, to allow for fleet notification. A single guard vessel may stand watch over multiple exposures in which no exposure is more than 10 nm from any other exposure. If exposures are more than 10 nm apart, one or more additional guard vessels shall be required.

REVIEW BY LEGAL COUNSEL

The Parties acknowledge and agree that they have had this Agreement reviewed by legal counsel or were afforded an opportunity to have this Agreement reviewed by legal counsel.

DISPUTE RESOLUTION AND LIMITATION OF LIABILITY

In the event of a dispute between the Parties to this Agreement, the Parties shall (1) discuss the problem between them and attempt a resolution. If the dispute is not thereby resolved within seven days, the Parties shall (2) mediate the problem in Portland, Oregon or in another mutually agreed location. If the dispute is not thereby resolved within thirty days, the Parties shall (3) engage in binding arbitration in Portland, Oregon or in another mutually agreed location and before a mutually agreed arbitrator.

No Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, or for any lost profits of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under this Agreement, whether from negligence or otherwise. No Party's total aggregate liability arising out of or relating to this Agreement shall exceed the annual amount paid or payable under this Agreement.

In the event of a dispute between or among the Parties to this Agreement on a technical issue, the Parties shall discuss the problem between them and diligently attempt to reach a resolution. If the dispute is not thereby resolved in a timely manner, the Parties shall employ an independent engineer to review the issue and render an opinion that shall be binding. The engineer shall be



hired from a mutually agreeable independent engineering firm with expertise in undersea cable systems and paid by AMCS.

SUPPORT FOR BIFROST CABLE SYSTEM PROJECT

The fishing industry members of the OFCC express their support to governmental agencies in connection with the permitting, installation, operation and maintenance of the Bifrost Cable System that is the subject of this Agreement. These members shall also express support for subsequent cables that may be proposed by AMCS, provided that the provisions of this Agreement or a similar agreement cover these subsequent cables.

CONFIDENTIALITY

All data concerning cable installation and engineering shall be considered confidential and released outside the OFCC only by written consent of AMCS.

AGREEMENT OPEN TO NEW MEMBERS

Additional cable companies may join the OFCC by majority vote of the OFCC. In such an event, the OFCC's operating expense costs of the Committee shall be re-allocated among all new and existing cable company committee members in the same proportional manner as set forth above and such new member cable companies must agree to the substantive terms and provisions of this Agreement. Changes to the total number of shares under agreements with the OFCC and the member proportional shares of expenses shall be adjusted accordingly and shall not require amendment to this Agreement. Such changes shall be noted in the published meeting minutes from the Board Meeting approving the change.

MISCELLANEOUS

This Agreement is solely for the benefit of the Parties and their respective successors and approved assigns. This Agreement shall not otherwise be deemed to confer upon or give to any other third party any right, remedy, claim, liability, reimbursement, or cause of action.

AMCS shall have the right to assign its interests and obligations in this Agreement subject to the Oregon Committee's written approval, which shall not be unreasonably withheld. OFCC shall approve the assignment if the assignee agrees to assume and is financially capable of assuming the interests and obligations of this Agreement. OFCC agrees to use its best efforts to effect an orderly and efficient transition to any assignee in the event of any such assignment. AMCS shall have the right to assign without consent to its related affiliates, any of which shall assume all interests and obligations from AMCS. In the event of an assignment, the assigning entity shall remain liable under the terms and conditions of this Agreement. This Agreement shall be binding on AMCS and the OFCC and their respective successors and approved assigns.

If any of the provisions of this Agreement are invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather



the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

A waiver of any of the terms and conditions of this Agreement, or the failure of a Party strictly to enforce any such term or condition on one or more occasions shall not be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion.

This Agreement supersedes all prior oral or written understanding between the Parties and constitutes the entire Agreement with respect to the subject matter herein. The Agreement cannot be modified or amended except by a writing signed by authorized representatives of all Parties.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

All notices and other communications to and from AMCS and OFCC under this Agreement must be in writing and shall be deemed to have been given if delivered personally, or by email, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:

AMCS LLC
410 Terry Ave. North
Seattle, WA, 98109

Oregon Fishermen's Cable Committee, Inc.
2021 Marine Dr. STE 102
Astoria, Oregon 97103

AMCS and OFCC shall notify the other in writing of a change of address.

GOVERNING LAW

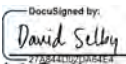
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States, excluding its conflicts of laws and/or choice of laws provisions.

AUTHORITY TO EXECUTE

The Parties execute this Agreement by and through their respective duly authorized representatives who warrant and covenant their authority to enter into this Agreement.

This Agreement is executed this 29th day of July 2022

AMCS LLC

By: 
David Selby
AMCS LLC Authorized Signatory

OFCC

DocuSigned by:

By: 
Scott McMullen
OFCC President/Chairman



OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
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By: _____
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(Newport/Yaquina Bay)

By: _____
Brian Petersen (Astoria/Columbia River)



THE OREGON FISHERMEN'S CABLE COMMITTEE, INC
INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE
Attachment 1

Some of the submarine fiber optic cable companies landing in Oregon ("Cable Companies" or "Cable Company") as members of the Oregon Fishermen's Cable Committee, Inc. ("OFCC"), and _____, a Participating Trawl Fisherman and my operator or agent ("me" or "I"), and the F/V _____, a Participating Trawl Vessel and its owner or agent ("Vessel"), execute and agree to this Individual Fisherman's Agreement And Mutual Release ("IFA").

While trawl fishing in Oregon, if I and/or the operator of the Vessel follow the "Procedures to Follow While Operating Near Submarine Fiber Optic Cables" ("Operating Procedures") established by the OFCC and attached to this IFA, the Cable Companies agree to release me and the Vessel from liability to the Cable Companies for my ordinary negligence subject to the terms and conditions below. In addition, the Cable Companies further agree that they will not bring any legal, equitable or admiralty action ("Action") against me or the Vessel and will actively encourage government agencies and authorities not to bring any Action or other proceeding against me or the Vessel.

I understand and agree that this IFA does not release me or the Vessel from liability for damage arising directly or indirectly from my gross negligence or willful or intentional acts or failure to act. I understand that towing my gear through an area of a Known Cable Exposure ("KCE") is an example of gross negligence.

I agree to learn about the locations of the submarine fiber optic cables that land in Oregon, to exercise care and to follow the Operating Procedures while trawl fishing near the cables. If I believe or suspect that I have snagged a cable or my Vessel is hung up near a cable, I agree to cease hauling on the trawl fishing gear and to call the 24-hour toll free cable hotline to discuss the situation. The Cable Company's representative has the authority to immediately approve cutting away the trawl gear and to provide replacement trawl gear to me from suppliers.

After the Cable Company instructs me to cut the gear, I agree to present a Claim in writing to the OFCC for review on the approved OFCC form within 30 days of the incident. I understand that the OFCC, made up of Oregon commercial fishermen and Cable Companies representatives, will review and investigate my Claim for compensation. After investigation, the OFCC will either approve my Claim in whole or in part or deny it.

Unless the OFCC finds fraud, misrepresentation, failure to follow the required Operating Procedures or other sound reasons, the OFCC approves a Claim and does not collect the cost for the replacement trawl gear provided to me by the OFCC. In addition, the OFCC shall pay from the Sacrificed Gear Fund a sum of 50% of the cost of the replacement trawl gear provided to me that represents damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits or any other losses or damages of any kind incurred by me or the Vessel. I also understand and agree that the Cable Companies and the OFCC shall not be responsible in any way for any lost earnings or profits, waste of fishing resources or other consequential, incidental, exemplary or punitive damages.



If the OFCC denies my Claim because of fraud, misrepresentation, failure to follow the required Operating Procedures or for other sound reasons, I understand and agree that the amount paid for the replacement trawl gear shall be treated as a loan to me and the Vessel and agree to repay the amount to the OFCC on reasonable terms and conditions.

The OFCC may revise and re-issue the Operating Procedures and shall send copies of the revised Operating Procedures to me at the address noted below. I agree to notify the OFCC by phone or in writing of a change in my address.

I understand and agree that by signing this IFA, I am releasing the OFCC, any and all individuals and entities affiliated with or who later join the OFCC, and the Cable Companies and their affiliates, subsidiaries, officers, directors, employees, agents, contractors and assigns from any and all Action and for any and all decisions or lack of decision of the OFCC including the decision on my Claim. I further agree not to bring any Action against the OFCC or the Cable Companies, including their individual officers, directors, employees, and representatives.

In the event of a dispute between us, we shall 1) discuss the problem between us and attempt a resolution. If the dispute is not resolved within 30 days or a reasonable extension, we shall 2) mediate the problem in Newport, Oregon or in another mutually agreed location. If the dispute is not resolved within 60 days or a reasonable extension, we shall 3) engage in binding arbitration in Newport, Oregon or in another mutually agreed location. This dispute resolution provision reflects a commitment to resolve disputes in a just, speedy and inexpensive way without resorting to litigation.

This IFA can be ended with 30 days written notice to the other party. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss the terms set forth in this IFA.

Signature of Participating Trawl Fisherman/Vessel

Trawl Vessel Name

Owner or Operator or Agent

Official Number

Print Name:

Date:

Address

Oregon Fishermen's Cable Committee, Inc.

By Its: Chairman

2021 Marine Drive, Suite 102
Astoria, Oregon 97103

Date:



**OREGON FISHERMEN'S CABLE COMMITTEE
PERSONAL LIABILITY RELEASE FORM
Attachment 2**

This is a legally-binding Liability Release, Waiver, Discharge, and Covenant Not to Sue made by me, _____ (hereinafter referred to as "Releaser") to AMCS LLC (hereinafter referred to as "AMCS") and the Oregon Fishermen's Cable Committee Inc. (hereinafter referred to as "OFCC").

I fully recognize that there are dangers and risks to which I may be exposed by participating in support of the Oregon Fishermen's Cable Committee (OFCC) activities associated with the planning and installation of the Bifrost submarine cable from the time of signing this release until completion of this cable installation. The following is a description and/or examples of significant dangers and risks associated with this activity:

1. Serving as an OFCC shipboard observer during cable installation activities or route survey.
2. Being a skipper or crewmember of a fishing vessel chartered to support the Bifrost Cable System project.
3. Driving or riding in a vehicle transporting me to meetings or activities associated with the Bifrost Cable System project.

I understand that neither AMCS nor OFCC requires me to participate in this activity, but I want to do so, despite the possible dangers and risks and despite this Release.

I, therefore, agree to assume and take on myself all of the risks and responsibilities in any way associated with this activity. In consideration of and return for the services, facilities, and other assistance provided to me by AMCS, I release AMCS and OFCC (and their governing boards, employees, contractors and agents) from any and all liability, claims and actions that may arise from injury or harm to me, including death, or from damage to my property in connection with this activity. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act on my part, including but not limited to negligence, mistake, or failure to supervise.

I assure AMCS and OFCC that there are no health-related reasons or problems which preclude or restrict my participation in this activity and I will indemnify, defend, and hold harmless AMCS and OFCC for any such medical costs.

I understand that this Release means I am giving up, among other things, rights to sue AMCS, and/or OFCC, their governing boards, employees, and/or agents for injuries (including death), damages, or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, and assigns.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Witness

Releaser's Signature

Date



THE OREGON FISHERMEN'S CABLE COMMITTEE AGREEMENT

Burial End Point

Attachment 3

The Bifrost submarine cable shall be buried from the Oregon shore to a point 1 kilometer offshore, measured perpendicular, of seaward of the National Oceanic and Atmospheric Administration (NOAA) EFH Conservation area ***Seaward of the 700-fm (1280-m) contour*** boundary line and the Eastern boundary line of the Siletz Deepwater EFH area. The coordinates of this line are found at:

<https://www.ecfr.gov/current/title-50/chapter-VI/part-660/subpart-C/section-660.76>

<https://www.ecfr.gov/current/title-50/chapter-VI/part-660/subpart-C/section-660.78>

An Amendment to this Attachment will give the Latitude and Longitude of this point.



**AGREEMENT BETWEEN THE OREGON FISHERMEN'S
CABLE COMMITTEE, INC. AND AMCS LLC
AS RELATES TO THE BIFROST CABLE SYSTEM**

This Agreement is entered into on the date noted below between and among: The Oregon Fishermen's Cable Committee, Inc. ("OFCC" or "Oregon Committee" or "the Committee"), an Oregon non-profit corporation with a business address at 2021 Marine Drive, Suite 102, Astoria, Oregon 97103, and AMCS LLC ("AMCS"), a Delaware limited liability company having its registered office at 410 Terry Avenue North, Seattle, Washington, 98109. The OFCC and AMCS are at times referred to collectively as the "Parties".

The OFCC is comprised of representatives of the Oregon commercial fishing industry, the Oregon sub-sea scientific observatories and the sub-sea telecommunications industry. The fishing representatives are from the areas near and the waters off Astoria/Columbia River, Garibaldi, Newport/Yaquina Bay, Charleston/Coos Bay and Brookings/Harbor in the State of Oregon. The current telecommunications and scientific cable representatives are from ACS Cable Systems, Inc. ("ACS"), MFS Globenet, Inc. ("Verizon"), Tata Communications (America) Inc. ("Tata"), General Communication, Inc. ("GCI"), Woods Hole Oceanographic Institution ("WHOI"), Microsoft Infrastructure Group, LLC ("Microsoft"), GU Holdings ("GOOGLE"), Hawaiki Submarine Cable USA LLC ("Hawaiki"), and Facebook.

The Oregon Accord (established on July 9, 1998 between Certain Oregon Commercial Fishing Interests and WCI Cable, Inc.) was the first agreement between the Oregon commercial fishing industry and the sub-sea telecommunications industry. The Oregon Accord established the OFCC along with basic principles, understandings, and procedures to follow for the shared use of the seabed off the Oregon coast. Among the other Goals set forth below, the Oregon Accord seeks to minimize risks to, interference with, and/or interruption of commercial fishing activities and of submarine fiber optic cable operations.

AMCS intends to install the Bifrost submarine cable from south of Pacific City, Oregon to Singapore through commercial fishing grounds in the waters off the State of Oregon. This Agreement reflects the basic principles of the Oregon Accord as modified and amended to date by the OFCC. AMCS shall adhere to the terms and conditions of this Agreement. If there is a conflict between the Oregon Accord and this Agreement, the terms and conditions of this Agreement take precedence.

GOALS OF THE PARTIES

To continue communication, coordination, and cooperation between members of the Oregon commercial fishing and fiber optic cable industries so that they can amiably discuss and resolve concerns;

To encourage the employment of commercially reasonable cable installation and maintenance techniques to minimize interference with and/or interruption of commercial fishing activities;

To distribute to US West Coast trawl fishermen the 24-hour toll free hotline numbers maintained for individual cable owners who are a party to the OFCC;

To establish a Fund to compensate commercial fishermen for the replacement of cable-related fishing gear losses;

To form a committee constituted of Oregon commercial fishermen and fiber optic cable representatives who oversee Committee funds and administer the Committee's related activities;

To release participating commercial fishermen from liability for damage to member fiber optic cable systems; and

To educate and encourage the West Coast US trawl fleet to follow safe practices around OFCC member fiber optic cables and to protect those cables from damage.

SHARED UNDERSTANDINGS

The Oregon Accord was the first effort by representatives of the commercial fishing and telecommunications industries to discuss, describe, and delineate their shared use of a community resource – the coastal continental shelf and slope. The Oregon Accord and this Agreement are a refinement of the rights and duties set forth in and under international and national law. These agreements are private compacts between and among individuals and entities. These agreements are not intended to, nor do they create, any rights in third parties other than the individual Participating Fisherman who executes the "Individual Fisherman's Agreement and Mutual Release", a copy of which is attached to this Agreement as Attachment 1. These agreements are intended to be implemented with a minimum of government involvement and interference. These agreements are not intended to be and should not be interpreted or enforced by an agency or court except as set forth in the Dispute Resolution section of this Agreement. These agreements are not intended to be disclosed in any administrative or judicial proceeding except as otherwise required by law.

The Parties acknowledge and agree that this Agreement covers only the Bifrost submarine cable running from the shoreside south of Pacific City, Oregon seaward to a water depth of 1500 meters. The Bifrost submarine cable shall be buried to a water depth of 1,300 meters or a mutually agreed point (Burial End Point) in accordance with Attachment 3. All cable segments that are located shoreward of the 700 Fathom Essential Fish Habitat ("700 Fm EFH") boundary shall be buried except at mutually agreed locations. The Parties also acknowledge and agree that because the fiber optic cable is intended to remain buried, all current fishing activities undertaken by (a) Pacific Coast limited entry groundfish permit holders with trawl endorsement, and (b) Washington, Oregon and California pink shrimp permit holders, may continue in the area where the Bifrost submarine cable is buried. The Parties also acknowledge and agree that this Agreement is limited to the traditional fisheries and current gear and technology in the fishing industry. This Agreement expressly does not cover or protect the fishermen who utilize clam dredges, scallop dredges, and/or any other sub-benthic technology.

24-HOUR TELEPHONE HOT LINE

AMCS shall provide and maintain, either individually or in collaboration with other cable entities, a 24-hour toll free telephone hot line for fishermen who believe they may have snagged their gear on the Bifrost submarine cable to call. There shall always be one person on duty at all times who (1) has the authority to make a decision and (2) the background and experience to make the most prudent decision under the circumstances. The person shall have the authority to make a quick decision to cut the snagged fishing gear based on limited information if a failure to cut the gear could jeopardize lives or other property, including the Bifrost submarine cable.

FUNDS

Installation Costs

AMCS acknowledges that OFCC and RTI Solutions, Inc., entered into a Memorandum of Understanding (“MOU”) dated July 20, 2021, governing pre-installation, installation and post-installation activities and funds for such activities related to the Bifrost Cable System, referred to in the MOU as the RTI-S Singapore Cable project.

In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although AMCS shall be responsible for payment of actual costs for pre-installation and installation activities incurred by the Oregon Committee up to the date of termination.

Initial Funding for OFCC Operating Expense Reserve Account

AMCS shall pay \$7,142.86 at time of signing to fund the OFCC Operating Expense Reserve Account, the same amount paid by all cable owners.

Annual Costs for OFCC Expenses

AMCS shall share in the Committee's expenses with the other cable entities on a pro rata basis according to the following:

Determination of Pro Rata Share: The OFCC pro rata share calculation is 1 share for the first cable segment and ½ share for each additional cable segment forming a part of the same cable system installed on the continental shelf or slope offshore of Oregon. GCI, Google, Microsoft, Hawaiiki, and Facebook each have 1 cable under agreement and, therefore, are each obligated for 1 share of the expenses. ACS and Verizon have 2 cables under agreement and are obligated for 1 ½ shares of the expenses. Tata has 3 cables under agreement and is obligated for 2 shares of the expenses. The Woods Hole Oceanographic Institution has 3 continental shelf cable segments and is obligated for 2 shares of the expenses. A total of 12 shares are currently under agreement. With the addition of the Bifrost Cable System, there will be 13 shares. AMCS shall be responsible for 1 out of a total of 13 shares, or 7.69231% of the OFCC's expenses. In the event that RTI installs one or more additional Bifrost cable system segments in Oregon, an additional ½ share shall be allocated to AMCS for each additional Bifrost cable system segment.

Timing and Amount of Payments: The OFCC shall approve an annual budget for OFCC operations for the fiscal year commencing July 1. AMCS shall be invoiced semi-annually for its share of the OFCC expenses up to a maximum of \$75,000 per period. The budget will be reconciled semi-annually with credits applied or payments owed reflected in the invoice for a subsequent six month period. AMCS's payment obligation shall become effective upon AMCS's execution of this Agreement. The initial invoice shall be prorated from the effective date to the end of the applicable invoice period. All invoices shall be paid within 60 days of receipt. In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although the OFCC shall retain all payments made by AMCS for its pro rata share of the OFCC operations budget for the then current invoice cycle.

Sacrificed Gear Fund

The OFCC maintains a Sacrificed Gear Fund funded by the cable members. An equal share of this Sacrificed Gear Fund shall be paid by each cable member of the OFCC. Each cable member shall pay into the Sacrificed Gear Fund \$25,000 which shall be due upon commencement of cable placement operations. This fund shall only be used to pay sacrificed gear claims, provide sacrificed gear bridge loans, and pay related expenses. Related expenses shall include the cost of OFCC fishermen representatives (in accordance with the OFCC Rate Schedule in effect at the time the activities are performed) involved with investigating, processing and reviewing a claim for sacrificed gear. If payments from this fund are made in connection with gear sacrificed to protect the Bifrost submarine cable, then the OFCC shall invoice AMCS for the amounts paid from the fund and AMCS shall reimburse the fund by paying those amounts into the fund within 60 days of receiving the invoice. In addition, if a sacrificed gear claim on the Bifrost submarine cable exceeds the amount available in the Sacrificed Gear Fund, AMCS shall pay into the Sacrificed Gear Fund the amount of the OFCC approved claim, including the amount that exceeds the fund, within 60 days.

RESOLUTION OF CLAIMS

The OFCC maintains a claims review procedure. A Participating Fisherman shall submit a written claim for compensation pursuant to the claims review procedure and on approved forms including the "Sacrificed Gear Claim Form And Release And Settlement" within the time set by the OFCC. The OFCC shall review and then approve or deny a claim or offer a settlement in accordance with its claim review procedure. As part of its review, the OFCC may review any available information relating to the sacrificed gear claim, including an inspection of the cable by an underwater remote operated vehicle ("ROV"). If the OFCC approves a claim, the OFCC waives any right to collect from the claimant amounts OFCC paid for the replacement gear related to that claim. In addition, the OFCC shall pay from the Sacrificed Gear Fund an amount equal to fifty percent (50%) of the value of the replacement gear to the Participating Fisherman. This sum represents liquidated damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits, or any other damages incurred by the Participating Fisherman. If the OFCC denies a claim because of fraud, misrepresentation, or failure to follow the required procedures, or other sound reasons, the authorization to the approved suppliers for the sacrificed gear shall be treated as a bridge loan to the Participating Fisherman that shall be repaid by the Participating Fisherman.

THE OREGON FISHERMEN'S CABLE COMMITTEE

Voting Members

The size, structure, and membership of the OFCC are set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 2 as amended. AMCS shall be entitled to one vote.

Non-Voting Member

There shall be one non-voting Director as set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 3 as amended: There shall be one non-voting Director selected by the voting Directors, who shall be a specialist in undersea telecommunications construction and maintenance.

OFCC Fishermen Director Costs

Each fisherman Director shall be paid for duties agreed by the OFCC in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. In addition, each fisherman Director shall be reimbursed for all reasonable expenses incurred in performing his or her duties. Payments made to fishermen Directors shall be made from the OFCC general operating funds.

RELEASE OF LIABILITY

AMCS agrees to and shall release any claims for ordinary negligence against vessel owners/operators and vessels and refrain from taking any administrative, legal or other action to sanction and/or recover damages against vessel owners/operators who and vessels that honor the procedure established by the Committee pursuant to this Agreement and follow the terms and conditions in the Individual Fisherman's Agreement and Mutual Release. AMCS further agrees to and shall encourage all administrative, legal and other authorities to honor the procedure and practices established by the Committee pursuant to this Agreement. AMCS is not releasing claims against vessel owners/operators who or vessels that are grossly negligent or engage in willful or intentional acts or failures to act. In such a situation, AMCS is and shall be able to pursue any and all legal, equitable and admiralty rights and remedies available to it.

OFCC ACTIVITIES

OFCC agrees to communicate with fishermen about the Bifrost Cable System and evaluate and resolve sacrificed gear claims. OFCC shall also oversee the Sacrificed Gear Fund and other funds and perform any other related activities as needed and according to the OFCC Rate Schedule in effect at the time the activities are performed.

AMCS ACTIVITIES

Cable Burial

AMCS has contracted to install the Bifrost submarine cable at a depth of one meter or more beneath the seabed from shore to the Burial End Point. The fiber optic cable may be buried at less than one meter in hard ground or where the onboard OFCC observers have determined that reasonable efforts failed to achieve full burial. Where soft bottom is encountered, the fiber optic cable may be buried deeper than one meter. In all instances, current technology shall be utilized in the cable burial process including using remote operated vehicles ("ROV"), post-lay burial, where required, and ROV inspection immediately following installation shoreward of the Burial End Point.

AMCS agrees that two OFCC fishermen representatives shall be allowed on board cable survey, cable installation, and cable maintenance vessels from the coast out to the Burial End Point. The involvement of OFCC fishermen representatives is limited to cable survey, cable installation, cable maintenance, cable inspection and cable repair activities. AMCS shall pay all of the representatives' approved labor and expenses in the course of their observing such operations in accordance with the OFCC Rate Schedule in effect at the time the activities are performed.

OFCC shall require that the Personal Liability Release Form included as Attachment 2 to this Agreement or another approved form is signed by all persons undertaking activities at the request of OFCC onboard any cable survey, installation, inspection or maintenance vessels chartered by AMCS or its contractors. The OFCC fishermen representatives shall have access to observe all operations including access to instruments onboard vessels whenever space and working conditions reasonably allow.

Debris Control

AMCS and its contractors shall undertake stringent debris control efforts during installation and burial of the cables.

As-Built Coordinates and Charts

AMCS shall provide cable as-built installation Lat/Long coordinates to the OFCC within 30 days after the installation contractor delivers the information to AMCS. This data shall be provided in written and electronic data form. AMCS shall provide the OFCC with a complete set of as laid paper charts of the cables shoreward of 1,500 meters water depth.

ROV Burial Verification

AMCS shall cause an initial ROV burial verification inspection not more than five years following the completion of the Bifrost submarine cable installation. A Post Lay Inspection Burial (PLIB) operation, performed immediately post installation, meets this requirement and can be submitted as the initial post installation ROV verification inspection. Subsequent verification inspections can be undertaken by the cable owner(s) at its sole discretion as cable protection measures. In addition to the foregoing ROV burial verification surveys, AMCS shall conduct an ROV inspection and survey after any major geological or environmental event as determined by the OFCC or if there is any indication of the cable not being buried as initially recorded. Indications

of exposed cable include gear hang up on or near a cable, cable repair activity, or other remote monitoring that has identified exposed cable. If required, AMCS shall pay committee-approved gear compensation and/or gear removal costs associated with these or other maintenance activities. All ROV burial verification inspections shall follow OFCC protocols and practices.

Patrol and Guard Vessels

AMCS shall fund or cause to be funded patrol and guard vessels ("Vessels") that are nominated by the OFCC during the cable landing, laying and burial operation shoreward of the Burial End Point. Vessels shall be compensated in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. Vessels are not required during ROV operations, whether part of a Post Lay Inspection and Burial (PLIB) operation, subsequent repair or ROV Inspection.

A patrol vessel shall accompany the installation vessel between the shore landing area and the end of burial point.

A guard vessel shall be required for a new cable exposure during construction or repair operations more than 3 nm away from the cable ship performing the work. The guard vessel shall maintain a watch at the site for up to 10 days, or a mutually agreed upon duration, to allow for fleet notification. A single guard vessel may stand watch over multiple exposures in which no exposure is more than 10 nm from any other exposure. If exposures are more than 10 nm apart, one or more additional guard vessels shall be required.

REVIEW BY LEGAL COUNSEL

The Parties acknowledge and agree that they have had this Agreement reviewed by legal counsel or were afforded an opportunity to have this Agreement reviewed by legal counsel.

DISPUTE RESOLUTION AND LIMITATION OF LIABILITY

In the event of a dispute between the Parties to this Agreement, the Parties shall (1) discuss the problem between them and attempt a resolution. If the dispute is not thereby resolved within seven days, the Parties shall (2) mediate the problem in Portland, Oregon or in another mutually agreed location. If the dispute is not thereby resolved within thirty days, the Parties shall (3) engage in binding arbitration in Portland, Oregon or in another mutually agreed location and before a mutually agreed arbitrator.

No Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, or for any lost profits of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under this Agreement, whether from negligence or otherwise. No Party's total aggregate liability arising out of or relating to this Agreement shall exceed the annual amount paid or payable under this Agreement.

In the event of a dispute between or among the Parties to this Agreement on a technical issue, the Parties shall discuss the problem between them and diligently attempt to reach a resolution. If the dispute is not thereby resolved in a timely manner, the Parties shall employ an independent engineer to review the issue and render an opinion that shall be binding. The engineer shall be

hired from a mutually agreeable independent engineering firm with expertise in undersea cable systems and paid by AMCS.

SUPPORT FOR BIFROST CABLE SYSTEM PROJECT

The fishing industry members of the OFCC express their support to governmental agencies in connection with the permitting, installation, operation and maintenance of the Bifrost Cable System that is the subject of this Agreement. These members shall also express support for subsequent cables that may be proposed by AMCS, provided that the provisions of this Agreement or a similar agreement cover these subsequent cables.

CONFIDENTIALITY

All data concerning cable installation and engineering shall be considered confidential and released outside the OFCC only by written consent of AMCS.

AGREEMENT OPEN TO NEW MEMBERS

Additional cable companies may join the OFCC by majority vote of the OFCC. In such an event, the OFCC's operating expense costs of the Committee shall be re-allocated among all new and existing cable company committee members in the same proportional manner as set forth above and such new member cable companies must agree to the substantive terms and provisions of this Agreement. Changes to the total number of shares under agreements with the OFCC and the member proportional shares of expenses shall be adjusted accordingly and shall not require amendment to this Agreement. Such changes shall be noted in the published meeting minutes from the Board Meeting approving the change.

MISCELLANEOUS

This Agreement is solely for the benefit of the Parties and their respective successors and approved assigns. This Agreement shall not otherwise be deemed to confer upon or give to any other third party any right, remedy, claim, liability, reimbursement, or cause of action.

AMCS shall have the right to assign its interests and obligations in this Agreement subject to the Oregon Committee's written approval, which shall not be unreasonably withheld. OFCC shall approve the assignment if the assignee agrees to assume and is financially capable of assuming the interests and obligations of this Agreement. OFCC agrees to use its best efforts to effect an orderly and efficient transition to any assignee in the event of any such assignment. AMCS shall have the right to assign without consent to its related affiliates, any of which shall assume all interests and obligations from AMCS. In the event of an assignment, the assigning entity shall remain liable under the terms and conditions of this Agreement. This Agreement shall be binding on AMCS and the OFCC and their respective successors and approved assigns.

If any of the provisions of this Agreement are invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather

the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

A waiver of any of the terms and conditions of this Agreement, or the failure of a Party strictly to enforce any such term or condition on one or more occasions shall not be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion.

This Agreement supersedes all prior oral or written understanding between the Parties and constitutes the entire Agreement with respect to the subject matter herein. The Agreement cannot be modified or amended except by a writing signed by authorized representatives of all Parties.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

All notices and other communications to and from AMCS and OFCC under this Agreement must be in writing and shall be deemed to have been given if delivered personally, or by email, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:

AMCS LLC
410 Terry Ave. North
Seattle, WA, 98109

Oregon Fishermen's Cable Committee, Inc.
2021 Marine Dr. STE 102
Astoria, Oregon 97103

AMCS and OFCC shall notify the other in writing of a change of address.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States, excluding its conflicts of laws and/or choice of laws provisions.

AUTHORITY TO EXECUTE

The Parties execute this Agreement by and through their respective duly authorized representatives who warrant and covenant their authority to enter into this Agreement.

This Agreement is executed this 30th day of August, 2022

AMCS LLC

By: _____
David Selby
(AMCS LLC) Position

OFCC

By: _____
Scott McMullen
OFCC President/Chairman

OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
Brad Pettinger (Brookings/Harbor)

By: _____
Gerald Gunnari (Charleston/Coos Bay)

By: _____
Jeffrey Holmes (ACS Cable Systems, Inc.)

By: _____
David Jordan (Garibaldi)

By: _____
Troy Reynolds
(Tata Communications (America) Inc.)

By: _____
Mikal Modisette (MFS Globenet, Inc.)

By: _____
Rob Munier, OFCC Technical Advisor
(Woods Hole Oceanographic Institution)

By: _____
Bruce Rein
(General Communication, Inc.)

By: _____
Gary Wintersteen (Astoria/Columbia River)

By: _____
Rick Murray
(Woods Hole Oceanographic Institution)

By: DocuSigned by:
Brian Quigley
051638CF9586244A
Brian Quigley (GU Holdings, Inc.)

By: _____
Andrea Garrison
(Microsoft Infrastructure Group, LLC)

By: _____
John Bradfield
(Hawaiki Submarine Cable USA LLC)

By: _____
Rex Leach (Charleston/Coos Bay)

By: _____
Vince D'Amico (Meta/Facebook)

By: _____
Mike Retherford
(Newport/Yaquina Bay)

By: _____
Brian Petersen (Astoria/Columbia River)



THE OREGON FISHERMEN'S CABLE COMMITTEE, INC
INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE
Attachment 1

Some of the submarine fiber optic cable companies landing in Oregon ("Cable Companies" or "Cable Company") as members of the Oregon Fishermen's Cable Committee, Inc. ("OFCC"), and _____, a Participating Trawl Fisherman and my operator or agent ("me" or "I"), and the F/V _____, a Participating Trawl Vessel and its owner or agent ("Vessel"), execute and agree to this Individual Fisherman's Agreement And Mutual Release ("IFA").

While trawl fishing in Oregon, if I and/or the operator of the Vessel follow the "Procedures to Follow While Operating Near Submarine Fiber Optic Cables" ("Operating Procedures") established by the OFCC and attached to this IFA, the Cable Companies agree to release me and the Vessel from liability to the Cable Companies for my ordinary negligence subject to the terms and conditions below. In addition, the Cable Companies further agree that they will not bring any legal, equitable or admiralty action ("Action") against me or the Vessel and will actively encourage government agencies and authorities not to bring any Action or other proceeding against me or the Vessel.

I understand and agree that this IFA does not release me or the Vessel from liability for damage arising directly or indirectly from my gross negligence or willful or intentional acts or failure to act. I understand that towing my gear through an area of a Known Cable Exposure ("KCE") is an example of gross negligence.

I agree to learn about the locations of the submarine fiber optic cables that land in Oregon, to exercise care and to follow the Operating Procedures while trawl fishing near the cables. If I believe or suspect that I have snagged a cable or my Vessel is hung up near a cable, I agree to cease hauling on the trawl fishing gear and to call the 24-hour toll free cable hotline to discuss the situation. The Cable Company's representative has the authority to immediately approve cutting away the trawl gear and to provide replacement trawl gear to me from suppliers.

After the Cable Company instructs me to cut the gear, I agree to present a Claim in writing to the OFCC for review on the approved OFCC form within 30 days of the incident. I understand that the OFCC, made up of Oregon commercial fishermen and Cable Companies representatives, will review and investigate my Claim for compensation. After investigation, the OFCC will either approve my Claim in whole or in part or deny it.

Unless the OFCC finds fraud, misrepresentation, failure to follow the required Operating Procedures or other sound reasons, the OFCC approves a Claim and does not collect the cost for the replacement trawl gear provided to me by the OFCC. In addition, the OFCC shall pay from the Sacrificed Gear Fund a sum of 50% of the cost of the replacement trawl gear provided to me that represents damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits or any other losses or damages of any kind incurred by me or the Vessel. I also understand and agree that the Cable Companies and the OFCC shall not be responsible in any way for any lost earnings or profits, waste of fishing resources or other consequential, incidental, exemplary or punitive damages.

If the OFCC denies my Claim because of fraud, misrepresentation, failure to follow the required Operating Procedures or for other sound reasons, I understand and agree that the amount paid for the replacement trawl gear shall be treated as a loan to me and the Vessel and agree to repay the amount to the OFCC on reasonable terms and conditions.

The OFCC may revise and re-issue the Operating Procedures and shall send copies of the revised Operating Procedures to me at the address noted below. I agree to notify the OFCC by phone or in writing of a change in my address.

I understand and agree that by signing this IFA, I am releasing the OFCC, any and all individuals and entities affiliated with or who later join the OFCC, and the Cable Companies and their affiliates, subsidiaries, officers, directors, employees, agents, contractors and assigns from any and all Action and for any and all decisions or lack of decision of the OFCC including the decision on my Claim. I further agree not to bring any Action against the OFCC or the Cable Companies, including their individual officers, directors, employees, and representatives.

In the event of a dispute between us, we shall 1) discuss the problem between us and attempt a resolution. If the dispute is not resolved within 30 days or a reasonable extension, we shall 2) mediate the problem in Newport, Oregon or in another mutually agreed location. If the dispute is not resolved within 60 days or a reasonable extension, we shall 3) engage in binding arbitration in Newport, Oregon or in another mutually agreed location. This dispute resolution provision reflects a commitment to resolve disputes in a just, speedy and inexpensive way without resorting to litigation.

This IFA can be ended with 30 days written notice to the other party. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss the terms set forth in this IFA.

Signature of Participating Trawl Fisherman/Vessel

Trawl Vessel Name

Owner or Operator or Agent

Official Number _____

Print Name: _____

Date: _____

Address

Oregon Fishermen's Cable Committee, Inc.

2021 Marine Drive, Suite 102
Astoria, Oregon 97103

By Its: _____ Chairman

Date: _____

**OREGON FISHERMEN'S CABLE COMMITTEE
PERSONAL LIABILITY RELEASE FORM
Attachment 2**

This is a legally-binding Liability Release, Waiver, Discharge, and Covenant Not to Sue made by me, _____ (hereinafter referred to as "Releaser") to AMCS LLC (hereinafter referred to as "AMCS") and the Oregon Fishermen's Cable Committee Inc. (hereinafter referred to as "OFCC").

I fully recognize that there are dangers and risks to which I may be exposed by participating in support of the Oregon Fishermen's Cable Committee (OFCC) activities associated with the planning and installation of the Bifrost submarine cable from the time of signing this release until completion of this cable installation. The following is a description and/or examples of significant dangers and risks associated with this activity:

1. Serving as an OFCC shipboard observer during cable installation activities or route survey.
2. Being a skipper or crewmember of a fishing vessel chartered to support the Bifrost Cable System project.
3. Driving or riding in a vehicle transporting me to meetings or activities associated with the Bifrost Cable System project.

I understand that neither AMCS nor OFCC requires me to participate in this activity, but I want to do so, despite the possible dangers and risks and despite this Release.

I, therefore, agree to assume and take on myself all of the risks and responsibilities in any way associated with this activity. In consideration of and return for the services, facilities, and other assistance provided to me by AMCS, I release AMCS and OFCC (and their governing boards, employees, contractors and agents) from any and all liability, claims and actions that may arise from injury or harm to me, including death, or from damage to my property in connection with this activity. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act on my part, including but not limited to negligence, mistake, or failure to supervise.

I assure AMCS and OFCC that there are no health-related reasons or problems which preclude or restrict my participation in this activity and I will indemnify, defend, and hold harmless AMCS and OFCC for any such medical costs.

I understand that this Release means I am giving up, among other things, rights to sue AMCS, and/or OFCC, their governing boards, employees, and/or agents for injuries (including death), damages, or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, and assigns.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Witness

Releaser's Signature

Date

THE OREGON FISHERMEN'S CABLE COMMITTEE AGREEMENT**Burial End Point****Attachment 3**

The Bifrost submarine cable shall be buried from the Oregon shore to a point 1 kilometer offshore, measured perpendicular, of seaward of the National Oceanic and Atmospheric Administration (NOAA) EFH Conservation area ***Seaward of the 700-fm (1280-m) contour*** boundary line and the Eastern boundary line of the Siletz Deepwater EFH area. The coordinates of this line are found at:

<https://www.ecfr.gov/current/title-50/chapter-VI/part-660/subpart-C/section-660.76>

<https://www.ecfr.gov/current/title-50/chapter-VI/part-660/subpart-C/section-660.78>

An Amendment to this Attachment will give the Latitude and Longitude of this point.

**AGREEMENT BETWEEN THE OREGON FISHERMEN'S
CABLE COMMITTEE, INC. AND AMCS LLC
AS RELATES TO THE BIFROST CABLE SYSTEM**

This Agreement is entered into on the date noted below between and among: The Oregon Fishermen's Cable Committee, Inc. ("OFCC" or "Oregon Committee" or "the Committee"), an Oregon non-profit corporation with a business address at 2021 Marine Drive, Suite 102, Astoria, Oregon 97103, and AMCS LLC ("AMCS"), a Delaware limited liability company having its registered office at 410 Terry Avenue North, Seattle, Washington, 98109. The OFCC and AMCS are at times referred to collectively as the "Parties".

The OFCC is comprised of representatives of the Oregon commercial fishing industry, the Oregon sub-sea scientific observatories and the sub-sea telecommunications industry. The fishing representatives are from the areas near and the waters off Astoria/Columbia River, Garibaldi, Newport/Yaquina Bay, Charleston/Coos Bay and Brookings/Harbor in the State of Oregon. The current telecommunications and scientific cable representatives are from ACS Cable Systems, Inc. ("ACS"), MFS Globenet, Inc. ("Verizon"), Tata Communications (America) Inc. ("Tata"), General Communication, Inc. ("GCI"), Woods Hole Oceanographic Institution ("WHOI"), Microsoft Infrastructure Group, LLC ("Microsoft"), GU Holdings ("GOOGLE"), Hawaiki Submarine Cable USA LLC ("Hawaiki"), and Facebook.

The Oregon Accord (established on July 9, 1998 between Certain Oregon Commercial Fishing Interests and WCI Cable, Inc.) was the first agreement between the Oregon commercial fishing industry and the sub-sea telecommunications industry. The Oregon Accord established the OFCC along with basic principles, understandings, and procedures to follow for the shared use of the seabed off the Oregon coast. Among the other Goals set forth below, the Oregon Accord seeks to minimize risks to, interference with, and/or interruption of commercial fishing activities and of submarine fiber optic cable operations.

AMCS intends to install the Bifrost submarine cable from south of Pacific City, Oregon to Singapore through commercial fishing grounds in the waters off the State of Oregon. This Agreement reflects the basic principles of the Oregon Accord as modified and amended to date by the OFCC. AMCS shall adhere to the terms and conditions of this Agreement. If there is a conflict between the Oregon Accord and this Agreement, the terms and conditions of this Agreement take precedence.

GOALS OF THE PARTIES

To continue communication, coordination, and cooperation between members of the Oregon commercial fishing and fiber optic cable industries so that they can amiably discuss and resolve concerns;

To encourage the employment of commercially reasonable cable installation and maintenance techniques to minimize interference with and/or interruption of commercial fishing activities;



To distribute to US West Coast trawl fishermen the 24-hour toll free hotline numbers maintained for individual cable owners who are a party to the OFCC;

To establish a Fund to compensate commercial fishermen for the replacement of cable-related fishing gear losses;

To form a committee constituted of Oregon commercial fishermen and fiber optic cable representatives who oversee Committee funds and administer the Committee's related activities;

To release participating commercial fishermen from liability for damage to member fiber optic cable systems; and

To educate and encourage the West Coast US trawl fleet to follow safe practices around OFCC member fiber optic cables and to protect those cables from damage.

SHARED UNDERSTANDINGS

The Oregon Accord was the first effort by representatives of the commercial fishing and telecommunications industries to discuss, describe, and delineate their shared use of a community resource – the coastal continental shelf and slope. The Oregon Accord and this Agreement are a refinement of the rights and duties set forth in and under international and national law. These agreements are private compacts between and among individuals and entities. These agreements are not intended to, nor do they create, any rights in third parties other than the individual Participating Fisherman who executes the "Individual Fisherman's Agreement and Mutual Release", a copy of which is attached to this Agreement as Attachment 1. These agreements are intended to be implemented with a minimum of government involvement and interference. These agreements are not intended to be and should not be interpreted or enforced by an agency or court except as set forth in the Dispute Resolution section of this Agreement. These agreements are not intended to be disclosed in any administrative or judicial proceeding except as otherwise required by law.

The Parties acknowledge and agree that this Agreement covers only the Bifrost submarine cable running from the shoreside south of Pacific City, Oregon seaward to a water depth of 1500 meters. The Bifrost submarine cable shall be buried to a water depth of 1,300 meters or a mutually agreed point (Burial End Point) in accordance with Attachment 3. All cable segments that are located shoreward of the 700 Fathom Essential Fish Habitat ("700 Fm EFH") boundary shall be buried except at mutually agreed locations. The Parties also acknowledge and agree that because the fiber optic cable is intended to remain buried, all current fishing activities undertaken by (a) Pacific Coast limited entry groundfish permit holders with trawl endorsement, and (b) Washington, Oregon and California pink shrimp permit holders, may continue in the area where the Bifrost submarine cable is buried. The Parties also acknowledge and agree that this Agreement is limited to the traditional fisheries and current gear and technology in the fishing industry. This Agreement expressly does not cover or protect the fishermen who utilize clam dredges, scallop dredges, and/or any other sub-benthic technology.



24-HOUR TELEPHONE HOT LINE

AMCS shall provide and maintain, either individually or in collaboration with other cable entities, a 24-hour toll free telephone hot line for fishermen who believe they may have snagged their gear on the Bifrost submarine cable to call. There shall always be one person on duty at all times who (1) has the authority to make a decision and (2) the background and experience to make the most prudent decision under the circumstances. The person shall have the authority to make a quick decision to cut the snagged fishing gear based on limited information if a failure to cut the gear could jeopardize lives or other property, including the Bifrost submarine cable.

FUNDS

Installation Costs

AMCS acknowledges that OFCC and RTI Solutions, Inc., entered into a Memorandum of Understanding ("MOU") dated July 20, 2021, governing pre-installation, installation and post-installation activities and funds for such activities related to the Bifrost Cable System, referred to in the MOU as the RTI-S Singapore Cable project.

In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although AMCS shall be responsible for payment of actual costs for pre-installation and installation activities incurred by the Oregon Committee up to the date of termination.

Initial Funding for OFCC Operating Expense Reserve Account

AMCS shall pay \$7,142.86 at time of signing to fund the OFCC Operating Expense Reserve Account, the same amount paid by all cable owners.

Annual Costs for OFCC Expenses

AMCS shall share in the Committee's expenses with the other cable entities on a pro rata basis according to the following:

Determination of Pro Rata Share: The OFCC pro rata share calculation is 1 share for the first cable segment and ½ share for each additional cable segment forming a part of the same cable system installed on the continental shelf or slope offshore of Oregon. GCI, Google, Microsoft, Hawaiiki, and Facebook each have 1 cable under agreement and, therefore, are each obligated for 1 share of the expenses. ACS and Verizon have 2 cables under agreement and are obligated for 1 ½ shares of the expenses. Tata has 3 cables under agreement and is obligated for 2 shares of the expenses. The Woods Hole Oceanographic Institution has 3 continental shelf cable segments and is obligated for 2 shares of the expenses. A total of 12 shares are currently under agreement. With the addition of the Bifrost Cable System, there will be 13 shares. AMCS shall be responsible for 1 out of a total of 13 shares, or 7.69231% of the OFCC's expenses. In the event that RTI installs one or more additional Bifrost cable system segments in Oregon, an additional ½ share shall be allocated to AMCS for each additional Bifrost cable system segment.

Timing and Amount of Payments: The OFCC shall approve an annual budget for OFCC operations for the fiscal year commencing July 1. AMCS shall be invoiced semi-annually for its share of the OFCC expenses up to a maximum of \$75,000 per period. The budget will be reconciled semi-annually with credits applied or payments owed reflected in the invoice for a subsequent six month period. AMCS's payment obligation shall become effective upon AMCS's execution of this Agreement. The initial invoice shall be prorated from the effective date to the end of the applicable invoice period. All invoices shall be paid within 60 days of receipt. In the unlikely event that the Bifrost Cable System is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, although the OFCC shall retain all payments made by AMCS for its pro rata share of the OFCC operations budget for the then current invoice cycle.

Sacrificed Gear Fund

The OFCC maintains a Sacrificed Gear Fund funded by the cable members. An equal share of this Sacrificed Gear Fund shall be paid by each cable member of the OFCC. Each cable member shall pay into the Sacrificed Gear Fund \$25,000 which shall be due upon commencement of cable placement operations. This fund shall only be used to pay sacrificed gear claims, provide sacrificed gear bridge loans, and pay related expenses. Related expenses shall include the cost of OFCC fishermen representatives (in accordance with the OFCC Rate Schedule in effect at the time the activities are performed) involved with investigating, processing and reviewing a claim for sacrificed gear. If payments from this fund are made in connection with gear sacrificed to protect the Bifrost submarine cable, then the OFCC shall invoice AMCS for the amounts paid from the fund and AMCS shall reimburse the fund by paying those amounts into the fund within 60 days of receiving the invoice. In addition, if a sacrificed gear claim on the Bifrost submarine cable exceeds the amount available in the Sacrificed Gear Fund, AMCS shall pay into the Sacrificed Gear Fund the amount of the OFCC approved claim, including the amount that exceeds the fund, within 60 days.

RESOLUTION OF CLAIMS

The OFCC maintains a claims review procedure. A Participating Fisherman shall submit a written claim for compensation pursuant to the claims review procedure and on approved forms including the "Sacrificed Gear Claim Form And Release And Settlement" within the time set by the OFCC. The OFCC shall review and then approve or deny a claim or offer a settlement in accordance with its claim review procedure. As part of its review, the OFCC may review any available information relating to the sacrificed gear claim, including an inspection of the cable by an underwater remote operated vehicle ("ROV"). If the OFCC approves a claim, the OFCC waives any right to collect from the claimant amounts OFCC paid for the replacement gear related to that claim. In addition, the OFCC shall pay from the Sacrificed Gear Fund an amount equal to fifty percent (50%) of the value of the replacement gear to the Participating Fisherman. This sum represents liquidated damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits, or any other damages incurred by the Participating Fisherman. If the OFCC denies a claim because of fraud, misrepresentation, or failure to follow the required procedures, or other sound reasons, the authorization to the approved suppliers for the sacrificed gear shall be treated as a bridge loan to the Participating Fisherman that shall be repaid by the Participating Fisherman.



THE OREGON FISHERMEN'S CABLE COMMITTEE

Voting Members

The size, structure, and membership of the OFCC are set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 2 as amended. AMCS shall be entitled to one vote.

Non-Voting Member

There shall be one non-voting Director as set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 3 as amended: There shall be one non-voting Director selected by the voting Directors, who shall be a specialist in undersea telecommunications construction and maintenance.

OFCC Fishermen Director Costs

Each fisherman Director shall be paid for duties agreed by the OFCC in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. In addition, each fisherman Director shall be reimbursed for all reasonable expenses incurred in performing his or her duties. Payments made to fishermen Directors shall be made from the OFCC general operating funds.

RELEASE OF LIABILITY

AMCS agrees to and shall release any claims for ordinary negligence against vessel owners/operators and vessels and refrain from taking any administrative, legal or other action to sanction and/or recover damages against vessel owners/operators who and vessels that honor the procedure established by the Committee pursuant to this Agreement and follow the terms and conditions in the Individual Fisherman's Agreement and Mutual Release. AMCS further agrees to and shall encourage all administrative, legal and other authorities to honor the procedure and practices established by the Committee pursuant to this Agreement. AMCS is not releasing claims against vessel owners/operators who or vessels that are grossly negligent or engage in willful or intentional acts or failures to act. In such a situation, AMCS is and shall be able to pursue any and all legal, equitable and admiralty rights and remedies available to it.

OFCC ACTIVITIES

OFCC agrees to communicate with fishermen about the Bifrost Cable System and evaluate and resolve sacrificed gear claims. OFCC shall also oversee the Sacrificed Gear Fund and other funds and perform any other related activities as needed and according to the OFCC Rate Schedule in effect at the time the activities are performed.



AMCS ACTIVITIES

Cable Burial

AMCS has contracted to install the Bifrost submarine cable at a depth of one meter or more beneath the seabed from shore to the Burial End Point. The fiber optic cable may be buried at less than one meter in hard ground or where the onboard OFCC observers have determined that reasonable efforts failed to achieve full burial. Where soft bottom is encountered, the fiber optic cable may be buried deeper than one meter. In all instances, current technology shall be utilized in the cable burial process including using remote operated vehicles ("ROV"), post-lay burial, where required, and ROV inspection immediately following installation shoreward of the Burial End Point.

AMCS agrees that two OFCC fishermen representatives shall be allowed on board cable survey, cable installation, and cable maintenance vessels from the coast out to the Burial End Point. The involvement of OFCC fishermen representatives is limited to cable survey, cable installation, cable maintenance, cable inspection and cable repair activities. AMCS shall pay all of the representatives' approved labor and expenses in the course of their observing such operations in accordance with the OFCC Rate Schedule in effect at the time the activities are performed.

OFCC shall require that the Personal Liability Release Form included as Attachment 2 to this Agreement or another approved form is signed by all persons undertaking activities at the request of OFCC onboard any cable survey, installation, inspection or maintenance vessels chartered by AMCS or its contractors. The OFCC fishermen representatives shall have access to observe all operations including access to instruments onboard vessels whenever space and working conditions reasonably allow.

Debris Control

AMCS and its contractors shall undertake stringent debris control efforts during installation and burial of the cables.

As-Built Coordinates and Charts

AMCS shall provide cable as-built installation Lat/Long coordinates to the OFCC within 30 days after the installation contractor delivers the information to AMCS. This data shall be provided in written and electronic data form. AMCS shall provide the OFCC with a complete set of as laid paper charts of the cables shoreward of 1,500 meters water depth.

ROV Burial Verification

AMCS shall cause an initial ROV burial verification inspection not more than five years following the completion of the Bifrost submarine cable installation. A Post Lay Inspection Burial (PLIB) operation, performed immediately post installation, meets this requirement and can be submitted as the initial post installation ROV verification inspection. Subsequent verification inspections can be undertaken by the cable owner(s) at its sole discretion as cable protection measures. In addition to the foregoing ROV burial verification surveys, AMCS shall conduct an ROV inspection and survey after any major geological or environmental event as determined by the OFCC or if there is any indication of the cable not being buried as initially recorded. Indications



of exposed cable include gear hang up on or near a cable, cable repair activity, or other remote monitoring that has identified exposed cable. If required, AMCS shall pay committee-approved gear compensation and/or gear removal costs associated with these or other maintenance activities. All ROV burial verification inspections shall follow OFCC protocols and practices.

Patrol and Guard Vessels

AMCS shall fund or cause to be funded patrol and guard vessels ("Vessels") that are nominated by the OFCC during the cable landing, laying and burial operation shoreward of the Burial End Point. Vessels shall be compensated in accordance with the OFCC Rate Schedule in effect at the time the activities are performed. Vessels are not required during ROV operations, whether part of a Post Lay Inspection and Burial (PLIB) operation, subsequent repair or ROV Inspection.

A patrol vessel shall accompany the installation vessel between the shore landing area and the end of burial point.

A guard vessel shall be required for a new cable exposure during construction or repair operations more than 3 nm away from the cable ship performing the work. The guard vessel shall maintain a watch at the site for up to 10 days, or a mutually agreed upon duration, to allow for fleet notification. A single guard vessel may stand watch over multiple exposures in which no exposure is more than 10 nm from any other exposure. If exposures are more than 10 nm apart, one or more additional guard vessels shall be required.

REVIEW BY LEGAL COUNSEL

The Parties acknowledge and agree that they have had this Agreement reviewed by legal counsel or were afforded an opportunity to have this Agreement reviewed by legal counsel.

DISPUTE RESOLUTION AND LIMITATION OF LIABILITY

In the event of a dispute between the Parties to this Agreement, the Parties shall (1) discuss the problem between them and attempt a resolution. If the dispute is not thereby resolved within seven days, the Parties shall (2) mediate the problem in Portland, Oregon or in another mutually agreed location. If the dispute is not thereby resolved within thirty days, the Parties shall (3) engage in binding arbitration in Portland, Oregon or in another mutually agreed location and before a mutually agreed arbitrator.

No Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, or for any lost profits of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under this Agreement, whether from negligence or otherwise. No Party's total aggregate liability arising out of or relating to this Agreement shall exceed the annual amount paid or payable under this Agreement.

In the event of a dispute between or among the Parties to this Agreement on a technical issue, the Parties shall discuss the problem between them and diligently attempt to reach a resolution. If the dispute is not thereby resolved in a timely manner, the Parties shall employ an independent engineer to review the issue and render an opinion that shall be binding. The engineer shall be



hired from a mutually agreeable independent engineering firm with expertise in undersea cable systems and paid by AMCS.

SUPPORT FOR BIFROST CABLE SYSTEM PROJECT

The fishing industry members of the OFCC express their support to governmental agencies in connection with the permitting, installation, operation and maintenance of the Bifrost Cable System that is the subject of this Agreement. These members shall also express support for subsequent cables that may be proposed by AMCS, provided that the provisions of this Agreement or a similar agreement cover these subsequent cables.

CONFIDENTIALITY

All data concerning cable installation and engineering shall be considered confidential and released outside the OFCC only by written consent of AMCS.

AGREEMENT OPEN TO NEW MEMBERS

Additional cable companies may join the OFCC by majority vote of the OFCC. In such an event, the OFCC's operating expense costs of the Committee shall be re-allocated among all new and existing cable company committee members in the same proportional manner as set forth above and such new member cable companies must agree to the substantive terms and provisions of this Agreement. Changes to the total number of shares under agreements with the OFCC and the member proportional shares of expenses shall be adjusted accordingly and shall not require amendment to this Agreement. Such changes shall be noted in the published meeting minutes from the Board Meeting approving the change.

MISCELLANEOUS

This Agreement is solely for the benefit of the Parties and their respective successors and approved assigns. This Agreement shall not otherwise be deemed to confer upon or give to any other third party any right, remedy, claim, liability, reimbursement, or cause of action.

AMCS shall have the right to assign its interests and obligations in this Agreement subject to the Oregon Committee's written approval, which shall not be unreasonably withheld. OFCC shall approve the assignment if the assignee agrees to assume and is financially capable of assuming the interests and obligations of this Agreement. OFCC agrees to use its best efforts to effect an orderly and efficient transition to any assignee in the event of any such assignment. AMCS shall have the right to assign without consent to its related affiliates, any of which shall assume all interests and obligations from AMCS. In the event of an assignment, the assigning entity shall remain liable under the terms and conditions of this Agreement. This Agreement shall be binding on AMCS and the OFCC and their respective successors and approved assigns.

If any of the provisions of this Agreement are invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather



the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

A waiver of any of the terms and conditions of this Agreement, or the failure of a Party strictly to enforce any such term or condition on one or more occasions shall not be construed as a waiver of the same or of any other term or condition of this Agreement on any other occasion.

This Agreement supersedes all prior oral or written understanding between the Parties and constitutes the entire Agreement with respect to the subject matter herein. The Agreement cannot be modified or amended except by a writing signed by authorized representatives of all Parties

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

All notices and other communications to and from AMCS and OFCC under this Agreement must be in writing and shall be deemed to have been given if delivered personally, or by email, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:

AMCS LLC
410 Terry Ave. North
Seattle, WA, 98109

Oregon Fishermen's Cable Committee, Inc.
2021 Marine Dr. STE 102
Astoria, Oregon 97103

AMCS and OFCC shall notify the other in writing of a change of address.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States, excluding its conflicts of laws and/or choice of laws provisions.

AUTHORITY TO EXECUTE

The Parties execute this Agreement by and through their respective duly authorized representatives who warrant and covenant their authority to enter into this Agreement.

This Agreement is executed this ____ day of _____ 2022

AMCS LLC

By: 
David Selby
AMCS LLC Authorized Signatory

OFCC

DocuSigned by:

By: 
78A879F90B02415...
Scott McMullen
OFCC President/Chairman

OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
Brad Pettinger (Brookings/Harbor)

By: _____
Gerald Gunnari (Charleston/Coos Bay)

By: _____
Tom Brewer (ACS Cable Systems, Inc.)

By: _____
David Jordan (Garibaldi)

By: _____
John Hayduk
(Tata Communications (America) Inc.)

By: _____
Mikal Modisette (MFS Globenet, Inc.)

By: _____
Rob Munier, OFCC Technical Advisor
(Woods Hole Oceanographic Institution)

By: _____
Bruce Rein
(General Communication, Inc.)

By: _____
Gary Wintersteen (Astoria/Columbia River)

By: _____
Paul Matthias
(Woods Hole Oceanographic Institution)

By: _____
Woohyong Choi (GU Holdings, Inc.)

By: _____
Andrea Garrison
(Microsoft Infrastructure Group, LLC)

By: _____
Christophe Terral
(Hawaiki Submarine Cable USA LLC)

By: _____
Rex Leach (Charleston/Coos Bay)

By: Vince D'Amico 9/6/22
Vince D'Amico (Facebook)

By: _____
Mike Retherford
(Newport/Yaquina Bay)

By: _____
Brian Petersen (Astoria/Columbia River)



THE OREGON FISHERMEN'S CABLE COMMITTEE, INC
INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE
Attachment 1

Some of the submarine fiber optic cable companies landing in Oregon ("Cable Companies" or "Cable Company") as members of the Oregon Fishermen's Cable Committee, Inc. ("OFCC"), and _____, a Participating Trawl Fisherman and my operator or agent ("me" or "I"), and the F/V _____, a Participating Trawl Vessel and its owner or agent ("Vessel"), execute and agree to this Individual Fisherman's Agreement And Mutual Release ("IFA").

While trawl fishing in Oregon, if I and/or the operator of the Vessel follow the "Procedures to Follow While Operating Near Submarine Fiber Optic Cables" ("Operating Procedures") established by the OFCC and attached to this IFA, the Cable Companies agree to release me and the Vessel from liability to the Cable Companies for my ordinary negligence subject to the terms and conditions below. In addition, the Cable Companies further agree that they will not bring any legal, equitable or admiralty action ("Action") against me or the Vessel and will actively encourage government agencies and authorities not to bring any Action or other proceeding against me or the Vessel.

I understand and agree that this IFA does not release me or the Vessel from liability for damage arising directly or indirectly from my gross negligence or willful or intentional acts or failure to act. I understand that towing my gear through an area of a Known Cable Exposure ("KCE") is an example of gross negligence.

I agree to learn about the locations of the submarine fiber optic cables that land in Oregon, to exercise care and to follow the Operating Procedures while trawl fishing near the cables. If I believe or suspect that I have snagged a cable or my Vessel is hung up near a cable, I agree to cease hauling on the trawl fishing gear and to call the 24-hour toll free cable hotline to discuss the situation. The Cable Company's representative has the authority to immediately approve cutting away the trawl gear and to provide replacement trawl gear to me from suppliers.

After the Cable Company instructs me to cut the gear, I agree to present a Claim in writing to the OFCC for review on the approved OFCC form within 30 days of the incident. I understand that the OFCC, made up of Oregon commercial fishermen and Cable Companies representatives, will review and investigate my Claim for compensation. After investigation, the OFCC will either approve my Claim in whole or in part or deny it.

Unless the OFCC finds fraud, misrepresentation, failure to follow the required Operating Procedures or other sound reasons, the OFCC approves a Claim and does not collect the cost for the replacement trawl gear provided to me by the OFCC. In addition, the OFCC shall pay from the Sacrificed Gear Fund a sum of 50% of the cost of the replacement trawl gear provided to me that represents damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits or any other losses or damages of any kind incurred by me or the Vessel. I also understand and agree that the Cable Companies and the OFCC shall not be responsible in any way for any lost earnings or profits, waste of fishing resources or other consequential, incidental, exemplary or punitive damages.



If the OFCC denies my Claim because of fraud, misrepresentation, failure to follow the required Operating Procedures or for other sound reasons, I understand and agree that the amount paid for the replacement trawl gear shall be treated as a loan to me and the Vessel and agree to repay the amount to the OFCC on reasonable terms and conditions.

The OFCC may revise and re-issue the Operating Procedures and shall send copies of the revised Operating Procedures to me at the address noted below. I agree to notify the OFCC by phone or in writing of a change in my address.

I understand and agree that by signing this IFA, I am releasing the OFCC, any and all individuals and entities affiliated with or who later join the OFCC, and the Cable Companies and their affiliates, subsidiaries, officers, directors, employees, agents, contractors and assigns from any and all Action and for any and all decisions or lack of decision of the OFCC including the decision on my Claim. I further agree not to bring any Action against the OFCC or the Cable Companies, including their individual officers, directors, employees, and representatives.

In the event of a dispute between us, we shall 1) discuss the problem between us and attempt a resolution. If the dispute is not resolved within 30 days or a reasonable extension, we shall 2) mediate the problem in Newport, Oregon or in another mutually agreed location. If the dispute is not resolved within 60 days or a reasonable extension, we shall 3) engage in binding arbitration in Newport, Oregon or in another mutually agreed location. This dispute resolution provision reflects a commitment to resolve disputes in a just, speedy and inexpensive way without resorting to litigation.

This IFA can be ended with 30 days written notice to the other party. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss the terms set forth in this IFA.

Signature of Participating Trawl Fisherman/Vessel

Trawl Vessel Name

Owner or Operator or Agent

Official Number

Print Name:

Date:

Address

Oregon Fishermen's Cable Committee, Inc.

By Its: Chairman

2021 Marine Drive, Suite 102
Astoria, Oregon 97103

Date:



**OREGON FISHERMEN'S CABLE COMMITTEE
PERSONAL LIABILITY RELEASE FORM
Attachment 2**

This is a legally-binding Liability Release, Waiver, Discharge, and Covenant Not to Sue made by me, _____ (hereinafter referred to as "Releaser") to AMCS LLC (hereinafter referred to as "AMCS") and the Oregon Fishermen's Cable Committee Inc. (hereinafter referred to as "OFCC").

I fully recognize that there are dangers and risks to which I may be exposed by participating in support of the Oregon Fishermen's Cable Committee (OFCC) activities associated with the planning and installation of the Bifrost submarine cable from the time of signing this release until completion of this cable installation. The following is a description and/or examples of significant dangers and risks associated with this activity:

1. Serving as an OFCC shipboard observer during cable installation activities or route survey.
2. Being a skipper or crewmember of a fishing vessel chartered to support the Bifrost Cable System project.
3. Driving or riding in a vehicle transporting me to meetings or activities associated with the Bifrost Cable System project.

I understand that neither AMCS nor OFCC requires me to participate in this activity, but I want to do so, despite the possible dangers and risks and despite this Release.

I, therefore, agree to assume and take on myself all of the risks and responsibilities in any way associated with this activity. In consideration of and return for the services, facilities, and other assistance provided to me by AMCS, I release AMCS and OFCC (and their governing boards, employees, contractors and agents) from any and all liability, claims and actions that may arise from injury or harm to me, including death, or from damage to my property in connection with this activity. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act on my part, including but not limited to negligence, mistake, or failure to supervise.

I assure AMCS and OFCC that there are no health-related reasons or problems which preclude or restrict my participation in this activity and I will indemnify, defend, and hold harmless AMCS and OFCC for any such medical costs.

I understand that this Release means I am giving up, among other things, rights to sue AMCS, and/or OFCC, their governing boards, employees, and/or agents for injuries (including death), damages, or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, and assigns.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

Witness

Releaser's Signature

Date

THE OREGON FISHERMEN'S CABLE COMMITTEE AGREEMENT

Burial End Point

Attachment 3

The Bifrost submarine cable shall be buried from the Oregon shore to a point 1 kilometer offshore, measured perpendicular of seaward of the National Oceanic and Atmospheric Administration (NOAA) EFH Conservation area **Seaward of the 700-fm (1280-m) contour** boundary line and the Eastern boundary line of the Siletz Deepwater EFH area. The coordinates of this line are found at:

<https://www.ecfr.gov/current/title-50/chapter-VI/part-660/subpart-C/section-660.76>

<https://www.ecfr.gov/current/title-50/chapter-VI/part-660/subpart-C/section-660.78>

An Amendment to this Attachment will give the Latitude and Longitude of this point.

THE OREGON FISHERMEN'S CABLE COMMITTEE, INC
INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE
Attachment 1

Some of the submarine fiber optic cable companies landing in Oregon ("Cable Companies" or "Cable Company") as members of the Oregon Fishermen's Cable Committee, Inc. ("OFCC"), and _____, a Participating Trawl Fisherman and my operator or agent ("me" or "I"), and the F/V _____, a Participating Trawl Vessel and its owner or agent ("Vessel"), execute and agree to this Individual Fisherman's Agreement And Mutual Release ("IFA").

While trawl fishing in Oregon, if I and/or the operator of the Vessel follow the "Procedures to Follow While Operating Near Submarine Fiber Optic Cables" ("Operating Procedures") established by the OFCC and attached to this IFA, the Cable Companies agree to release me and the Vessel from liability to the Cable Companies for my ordinary negligence subject to the terms and conditions below. In addition, the Cable Companies further agree that they will not bring any legal, equitable or admiralty action ("Action") against me or the Vessel and will actively encourage government agencies and authorities not to bring any Action or other proceeding against me or the Vessel.

I understand and agree that this IFA does not release me or the Vessel from liability for damage arising directly or indirectly from my gross negligence or willful or intentional acts or failure to act. I understand that towing my gear through an area of a Known Cable Exposure ("KCE") is an example of gross negligence.

I agree to learn about the locations of the submarine fiber optic cables that land in Oregon, to exercise care and to follow the Operating Procedures while trawl fishing near the cables. If I believe or suspect that I have snagged a cable or my Vessel is hung up near a cable, I agree to cease hauling on the trawl fishing gear and to call the 24-hour toll free cable hotline to discuss the situation. The Cable Company's representative has the authority to immediately approve cutting away the trawl gear and to provide replacement trawl gear to me from suppliers.

After the Cable Company instructs me to cut the gear, I agree to present a Claim in writing to the OFCC for review on the approved OFCC form within 30 days of the incident. I understand that the OFCC, made up of Oregon commercial fishermen and Cable Companies representatives, will review and investigate my Claim for compensation. After investigation, the OFCC will either approve my Claim in whole or in part or deny it.

Unless the OFCC finds fraud, misrepresentation, failure to follow the required Operating Procedures or other sound reasons, the OFCC approves a Claim and does not collect the cost for the replacement trawl gear provided to me by the OFCC. In addition, the OFCC shall pay from the Sacrificed Gear Fund a sum of 50% of the cost of the replacement trawl gear provided to me that represents damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits or any other losses or damages of any kind incurred by me or the Vessel. I also understand and agree that the Cable Companies and the OFCC shall not be responsible in any way for any lost earnings or profits, waste of fishing resources or other consequential, incidental, exemplary or punitive damages.



If the OFCC denies my Claim because of fraud, misrepresentation, failure to follow the required Operating Procedures or for other sound reasons, I understand and agree that the amount paid for the replacement trawl gear shall be treated as a loan to me and the Vessel and agree to repay the amount to the OFCC on reasonable terms and conditions.

The OFCC may revise and re-issue the Operating Procedures and shall send copies of the revised Operating Procedures to me at the address noted below. I agree to notify the OFCC by phone or in writing of a change in my address.

I understand and agree that by signing this IFA, I am releasing the OFCC, any and all individuals and entities affiliated with or who later join the OFCC, and the Cable Companies and their affiliates, subsidiaries, officers, directors, employees, agents, contractors and assigns from any and all Action and for any and all decisions or lack of decision of the OFCC including the decision on my Claim. I further agree not to bring any Action against the OFCC or the Cable Companies, including their individual officers, directors, employees, and representatives.

In the event of a dispute between us, we shall 1) discuss the problem between us and attempt a resolution. If the dispute is not resolved within 30 days or a reasonable extension, we shall 2) mediate the problem in Newport, Oregon or in another mutually agreed location. If the dispute is not resolved within 60 days or a reasonable extension, we shall 3) engage in binding arbitration in Newport, Oregon or in another mutually agreed location. This dispute resolution provision reflects a commitment to resolve disputes in a just, speedy and inexpensive way without resorting to litigation.

This IFA can be ended with 30 days written notice to the other party. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss the terms set forth in this IFA.

Signature of Participating Trawl Fisherman/Vessel

Trawl Vessel Name

Owner or Operator or Agent

Official Number

Print Name:

Date:

Address

Oregon Fishermen's Cable Committee, Inc.

By Its: Chairman

2021 Marine Drive, Suite 102
Astoria, Oregon 97103

Date:



**OREGON FISHERMEN'S CABLE COMMITTEE
PERSONAL LIABILITY RELEASE FORM
Attachment 2**

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Witness

Releaser's Signature

Date



THE OREGON FISHERMEN'S CABLE COMMITTEE AGREEMENT

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Oregon

Tina Kotek, Governor

Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

www.oregon.gov/dsl

State Land Board

Tina Kotek

Governor

State Land Board

Regular Meeting

August 08, 2023

Agenda Item 3

LaVonne Griffin-Valade

Secretary of State

Tobias Read

State Treasurer

SUBJECT

Request for approval to initiate rulemaking to restrict use of vehicles and discharge of firearms on state lands at the Sandy River Delta in Multnomah County.

ISSUE

Whether the State Land Board should initiate rulemaking within OAR 141-088 to consider restricting public use of state lands at Sandy River Delta, including approximately 50 acres of natural area east of the Sandy River, the Sandy River riverbank from mile 0 to 2.5, and the Columbia River Side Channel riverbank, as illustrated in Appendix A.

AUTHORITY

Oregon Constitution, Article VIII, Section 5, specifies that the State Land Board is responsible for managing lands placed under their jurisdiction by law.

ORS 273.041 to 273.071; authorizing the Department of State Lands to exercise the administrative functions of the State Land Board; relating to the general powers and duties of department and board.

OAR 141-088-0000; relating to the purpose and applicability of public recreational use of state-owned property.

OAR 141-088-0004; relating to restriction of uses of state-owned lands that pose a significant risk of harm or damage to the natural resources of the land or the public.

BACKGROUND

The Department of State Lands oversees the beds and banks of the Sandy River, as well as approximately 50 acres of natural area adjacent to the Sandy River Delta, a 1,500-acre U.S. Forest Service natural area extensively used for recreation.

For more than a decade, this area has been used for long-term camping by people experiencing unsheltered homelessness. The Department works with the U.S. Forest Service, the Multnomah County Sheriff's Office Homeless Outreach and Programs Engagement (HOPE) Team, Metro regional government, and other partners to reduce impacts of long-term camping, with an emphasis on connecting people with services and housing.

The Department and partners are receiving increased reports of vehicles being driven and parked on Oregon-owned lands, and of firearms being discharged. Concerns with these uses include:

Firearm discharge puts people living and recreating in the natural area at risk. Thick brush reduces visibility past 100 yards in most places. In addition, Troutdale Airport is directly across the river and aircraft frequently fly directly overhead.

Driving and parking in the natural area creates safety and health risks. Trails are unlit and for pedestrian use only; vehicle use increases the risk of injury and damage. Fire risk is also increased when vehicles with hot mufflers access the area. Because there are no maintained roads, vehicles park over brush. Additionally, vehicles introduce fuel, oil, and exhaust, affecting human and environmental health.

On August 1, 2023, the Department enacted [emergency restrictions](#) on use of vehicles and firearms on Oregon-owned lands at Sandy River Delta to address the health, safety, and environmental hazards created by driving vehicles and discharging firearms in the natural area. *See Appendix B for the emergency order.*

The Department is now requesting approval to initiate a rulemaking process to explore permanently restricting vehicle use and discharge of firearms. Sandy River Delta partners support both the emergency restrictions and DSL exploring permanent restrictions. *See Appendix C for the U.S. Forest Service letter of support.*

Planning is also underway on a one-year initiative to provide people living at Sandy River Delta with individual-specific services and pathways to housing, with the goal of reducing and ultimately ending use of the area for long-term camping. This is a multi-agency plan the Department is working on in collaboration with Multnomah County Sheriff's Office, the U.S. Forest Service, Metro regional government, and other partners.

PUBLIC INVOLVEMENT

The Department worked with partners to ensure people living at the Delta were aware of the emergency restrictions, with outreach focused on encouraging and supporting compliance to minimize enforcement needs.

Upon Land Board approval to initiate rulemaking, the Department will convene a rulemaking advisory committee (RAC) to review and provide input on the proposed rule, development of a notice of proposed rulemaking, and an evaluation of fiscal impact. The Department will also gather input on the proposed rule through a public comment period and will hold at least one public hearing on the proposed rule.

The Department will take into consideration public comment, input from the RAC, input from other local and state agencies, tribal governments, and affected stakeholders to determine the appropriate final proposed restrictions in accordance with OAR 141-088-0006, which will come before the Land Board for adoption by rule at a future meeting.

RECOMMENDATION

The Department recommends the State Land Board authorize the Department to initiate rulemaking within OAR 141-088 to consider permanent restrictions on use of vehicles and discharge of firearms on state lands at Sandy River Delta.

APPENDICES

- A. Map of Sandy River Delta showing use restriction area
- B. Sandy River Delta Emergency Order
- C. Letter of Support: U.S. Forest Service

State of Oregon Department of State Lands



APPENDIX A

Sandy River Delta - Closure Area
T 1N, R 3&4E Section 13, 14, 15, 24, 25
Multnomah County

- Closure Area
- River Miles
- City Limits
- County Boundaries

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 1,000 2,000
Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet
State of Oregon
Department of State Lands
 775 Summer St NE, Suite 100
 Salem, OR 97301
 503-986-5200
www.oregon.gov/DSL
 Date: 7/18/2023



EMERGENCY ORDER

Pursuant to OAR 141-088-0007, the Director of the Department of State Lands is imposing the following closure to address an emergency.

**Restrictions for State-Owned Property in Multnomah County
(Sandy River) to take effect August 1, 2023.**

All state-owned land that is under the jurisdiction of the Department, including state-owned lands between the line of ordinary high water and the line of ordinary low water, and any uplands of current or former islands in the Sandy River Delta from River Mile 0.0 to 2.5, or from the mouth of the Sandy River to the I-84 bridge crossing, including the Columbia River Side Channel, is closed to:

- (1) Any, and all, use of motorized vehicles, including all-terrain vehicles.
- (2) Any, and all, discharge of firearms.

Any person who commits any criminal conduct on state lands under DSL jurisdiction, or violates any use restriction imposed by this order, may be prohibited from entering or using state-lands that are under DSL management at the Sandy River Delta. The Director shall issue a written notice that explains the extent and duration of the prohibition. The person subject to the prohibition may request a hearing by submitting a written request within 20 calendar days of the date of service of the notice.

Excepted from this restriction are Government personnel on official business, public and private employees performing company business, vehicles and persons involved in rescue or emergency activities, and Department authorized persons and adjacent landowners inspecting or maintaining property.

Vicki L. Walker

Vicki L. Walker, Director

Jul 17, 2023

Authorized Signature

Printed Name

Date

2023 Sandy River Emergency Closure_07.17.2023

Final Audit Report

2023-07-17

Created:	2023-07-17
By:	Jacob Taylor (jacob.taylor@dsl.state.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARFBs7MDqshlj3H0pwoT-RQNKKQ5Ed943

"2023 Sandy River Emergency Closure_07.17.2023" History



Document created by Jacob Taylor (jacob.taylor@dsl.state.or.us)

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Document emailed to Vicki Walker (vicki.walker@dsl.state.or.us) for signature

2023-07-17 - 9:19:38 PM GMT



Document e-signed by Vicki Walker (vicki.walker@dsl.state.or.us)

Signature Date: 2023-07-17 - 10:35:04 PM GMT - Time Source: server- IP address: 159.121.119.8



Agreement completed.

2023-07-17 - 10:35:04 PM GMT





United States
Department of
Agriculture

Forest
Service

Columbia River Gorge
National Scenic Area

902 Wasco Ave., Suite 200
Hood River, OR 97031
541-308-1700
FAX 541-386-1916

File Code: 5300

Date: May 16, 2023

Vicki Walker
Director, Oregon Department of State Lands
775 Summer St NE # 100
Salem, OR 97301

The U.S. Forest Service (USFS), Columbia River Gorge National Scenic Area fully supports the Oregon Department of State Land (DSL) in their undertaking of establishing a *No Motorized Vehicles Policy* on the parcel of land between the Sandy River and the U.S. Forest Service public land system (ref. 36 CFR 261.13). Implementing additional restrictions on vehicle use in this area is crucial for preserving its natural beauty, protecting its fragile ecosystems, and ensuring the safety and enjoyment of all visitors.

As custodians of the Columbia River Gorge National Scenic Area, we have observed with growing concern the issue of people gaining vehicle access to the forest through DSL property. This unauthorized vehicle access has resulted in significant damages to the forest and its resources.

Over the years, we have also encountered instances of abandoned vehicles within the USFS section of the Sandy River Delta. These abandoned vehicles not only pose a threat to the integrity of the natural environment but also hinder our efforts to maintain the area's beauty and accessibility for non-motorized recreational activities. Introducing a *No Motorized Vehicle Policy* will help address this issue and prevent further instances of abandonment, protecting the natural setting and scenic integrity of the Sandy River Delta.

The Sandy River Delta is a cherished natural area that offers a wide range of low-impact recreational activities such as hiking, dog walking, horseback riding, and wildlife observation. The Forest Service is committed to maintaining the delicate balance between public access and the conservation of its unique ecosystems. We firmly believe that a *No Motorized Vehicle Policy* at the Sandy River Delta will contribute to achieving these objectives while safeguarding the area's natural beauty for future generations to enjoy.

We look forward to our continued partnership with DSL and supporting agencies and organizations to ensure the long-term sustainability and protection of the Sandy River Delta.

Sincerely,

DONNA MICKLEY
Forest Supervisor
Columbia River Gorge National Scenic Area

cc: Stephen Elgart





Oregon

Tina Kotek, Governor

Department of State Lands

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www.oregon.gov/dsl

State Land Board

Tina Kotek

Governor

M E M O R A N D U M

LaVonne Griffin-Valade

Secretary of State

Date August 8, 2023

To: Governor Tina Kotek
Secretary of State LaVonne Griffin-Valade
State Treasurer Tobias Read

Tobias Read

State Treasurer

From: Vicki L. Walker
Director

Subject: Potential Acquisition and Transfer of a Common School Fund Land Parcel to South Slough Reserve

The Department of State Lands oversees the South Slough National Estuarine Research Reserve (Reserve) on the southern Oregon coast. The Reserve manages nearly 7,000 acres of natural habitat which include open water channels, tidal and freshwater wetlands, riparian areas, and forested lands. This area is managed for long-term research, education, and public recreation with a focus on the stewardship and protection of natural and cultural resources.

This informational update is related to the recent restart of an acquisition project that began in 2017 and was put on hold due to the unavailability of necessary funds.

The proposed acquisition property is an 80-acre parcel of upland forest adjacent to the southeastern boundary of South Slough Reserve (Appendix A). As an asset of the Common School Fund, the parcel is owned by the Department and managed by Oregon Department of Forestry. The state had planned timber harvests of the parcel until observations of an endangered species using the site for habitat, the marbled murrelet, put harvest plans on hold.

The parcel is comprised of late-stage successional forest habitat and encompasses the headwaters of Tom's and Cox Creeks, both of which are tributaries of Winchester Creek, the main waterway of South Slough. Given the parcel's location and high conservation value, the Reserve submitted a grant proposal in 2017 to the National Oceanic and Atmospheric Administration (NOAA) to fund the purchase and transfer of

the parcel from the Common School Fund to the Reserve. The grant proposal was ranked favorably and recommended for funding, but it was determined the Reserve lacked the required 1:1 matching funds and the grant could not be awarded.

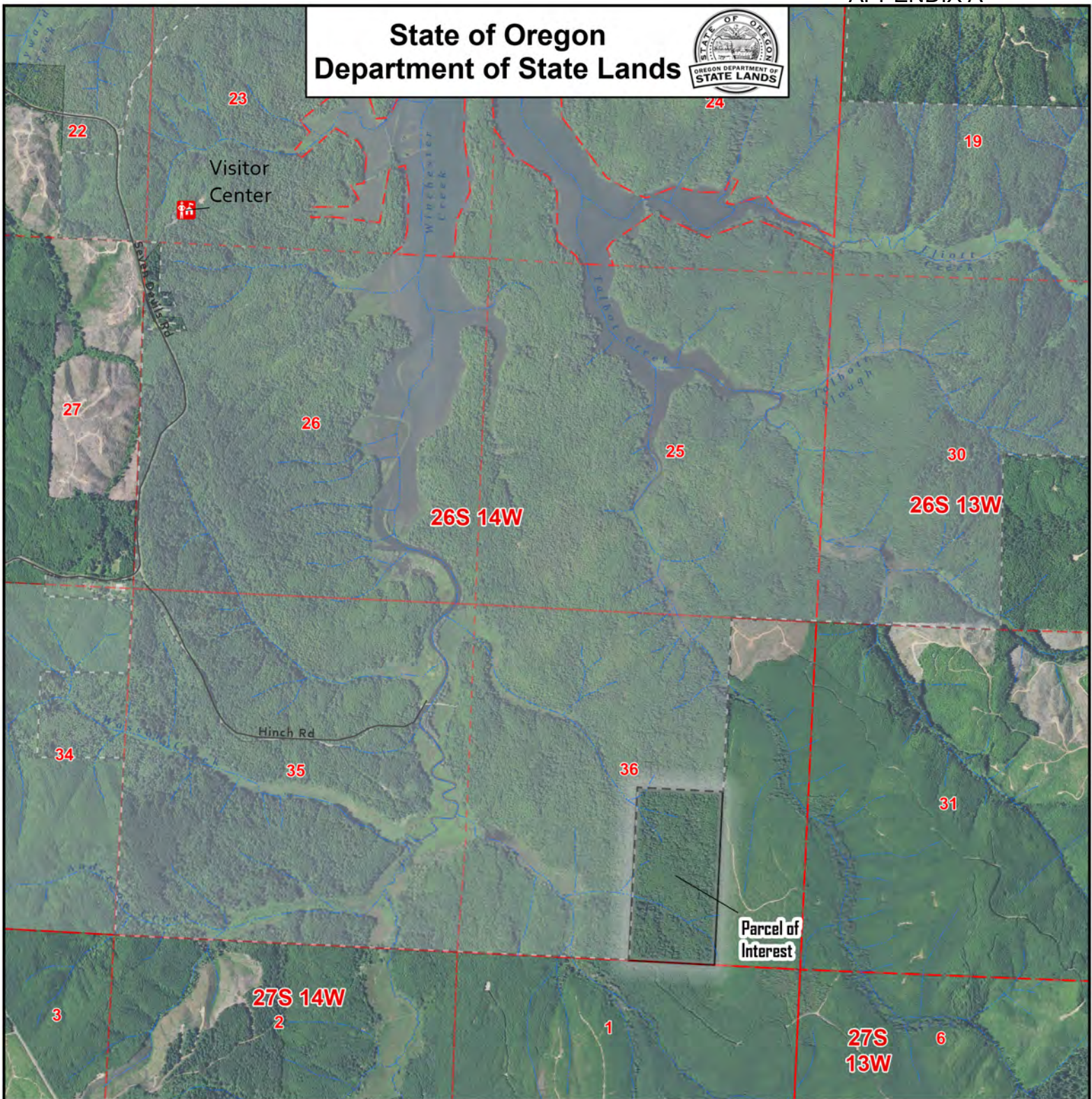
With millions of dollars recently becoming available to National Estuarine Research Reserves (NERRS) through the Bipartisan Infrastructure Law (BIL), the Reserve is in a favorable position to resume this acquisition project. In 2022, the Reserve received capacity-building funding from NOAA through the BIL and partnered with the Wild Rivers Land Trust to complete due diligence activities and develop a grant proposal for the next round of the NOAA-NERRS-BIL competitive funding program.

To date, Wild Rivers Land Trust has completed the required property title search, environmental assessment, property survey, and appraisal. The Reserve plans to submit a Letter of Intent by August 14, 2023, and hopes to be invited to submit a full proposal in December. If a grant is awarded, the Department will bring this before the Land Board in 2024 for approval to complete the acquisition and transfer the parcel to the Reserve to be managed under the authority of the South Slough Reserve Management Commission.

APPENDICES

Appendix A – Map of the parcel adjacent to South Slough Reserve

State of Oregon Department of State Lands



Appendix A

**T26S, R14W Section 36
Coos County**

- Parcel of Interest
- Visitor Center
- Existing SSNERR Boundary
- Proposed SSNERR Boundary
- Streams
- Townships
- Sections

This map depicts the approximate location and extent of a Department of State Lands. Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

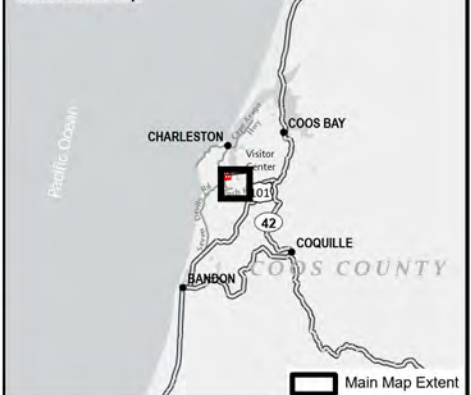
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Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet

**State of Oregon
Department of State Lands**
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL

Location Map





Oregon

Tina Kotek, Governor

Department of State Lands

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State Land Board

Tina Kotek

Governor

LaVonne Griffin-Valade

Secretary of State

Tobias Read

State Treasurer

M E M O R A N D U M

Date: August 8, 2023

To: Governor Tina Kotek
Secretary of State LaVonne Griffin-Valade
State Treasurer Tobias Read

From: Chris Castelli
Interim Legislative & Government Affairs Coordinator

Subject: 2023 Legislative Update

Below is a summary of key Department-related bills passed into law during the 2023 Regular Session of the Oregon Legislature.

- **[HB 5037](#): The Department's budget bill.** This bill establishes an agency budget of \$62,855,339. This budget includes \$49,377,609 Other Funds expenditure limitation; \$5,425,269 Federal Funds expenditure limitation; \$8,052,461 Other Funds Nonlimited; and 113 positions (110.78 FTE). The Legislative Fiscal Office Budget Report and Measure Summary can be found [here](#).
- **[HB 2238](#): Department bill on removal-fill program fees and disposal of personal property.** This bill requires the Department director to adopt rules establishing fees related to removal or fill permit applications, wetland delineation reports, and general authorizations, removing specified fee amounts from statute. The bill also reduces the holding timeframe for disposing of personal property left on state lands from two years (under the State's Unclaimed Property law) to 30 days.

Abandoned and Derelict Vessel Bills

- **[HB 2914](#): Oregon Abandoned and Derelict Vessel Program and Fund.** This bill establishes Oregon Abandoned and Derelict Vessel Program in the

Department to address abandoned and derelict vessels, and creates the Oregon Abandoned and Derelict Vessel Fund at the Oregon Treasury.

- **[HB 5029](#): Abandoned and Derelict Vessel Funding.** This bill allocates \$18,763,236 from the Polychlorinated Biphenyls Remediation and Restitution Account (Monsanto Account) to the Department for deposit into the Oregon Abandoned and Derelict Vessel Fund.

Elliott State Research Forest Bills

- **[SB 161](#): Elliott State Research Forest Requirements.** This bill ensures the Elliott State Research Forest Authority will be established on January 1, 2024, by adjusting requirements of previous legislation. The bill makes the following three adjustments to SB 1546 (2022) to ensure remaining Elliott State Research Forest work can be completed collaboratively and with current and updated data and information:
 - Adjusts the deadline for completing actions to December 31, 2023.
 - Adjusts the deadline for reporting back to the Legislature on action completion from September 15, 2023, to February 15, 2024.
 - Aligns the habitat conservation plan (HCP) action to a step in the federal process the state can control and assures the next step toward approval. With this change, the Department must submit an HCP for the forest, and federal agencies must initiate preparation of a final environmental impact statement.
- **[HB 5048](#): Elliott State Research Bridge Funding.** This bill appropriates \$4,002,152 of General Fund monies to the Elliott State Research Forest Authority. This will allow the Authority to get up and running until it can develop and submit its own budget for the 2025-2027 biennium. It is expected the Authority will also work with appropriate committees during the 2024 Legislative Session to make adjustments to its budget as necessary.