

STATE OF OREGON
Department of State Lands

COMMUNICATION CABLE EASEMENT NO. 39538-EA

The STATE OF OREGON, by and through its Department of State Lands, GRANTOR, pursuant to ORS 758.010 and OAR 141-083-0830, hereby grants to ACS Cable Systems, Inc., GRANTEE, an easement and right to construct, maintain, operate and replace a four-pair submarine fiber optic underwater communication cable and a second additional empty conduit for possible future use, in, over, and across the State-owned submerged and submersible land of the Pacific Ocean, in Lane County, Oregon, described as follows:

A parcel of land lying in the northwest quarter of Section 4, Township 18 North, Range 12 West, Willamette Meridian, Lane County, Oregon; the said parcel being all state-owned submerged and submersible land lying between the Ordinary High Tide and three (3) mile limit of the Territorial Sea, said easement being for the placement of two (2) conduits, one to contain the ACS Cable Systems, Inc. fiber optic cable, the second being designated for future use at which time additional compensation may be due and payable to the Department of State Lands for the use of said second conduit.

Commencing at a found National Geodetic Survey monument in the City of Florence, Lane County, Oregon, said monument having a PID (Permanent Identifier) of OA0709 per the NGS Data Sheet. Thence from the point of commencement, North 12°39'37" West, a distance of 25,230.65 feet, more or less, to an ACS BMH (Beach Man Hole) and the TRUE POINT OF BEGINNING for this easement. Said easement being more particularly described as follows:

A 100 foot (100.00') wide Fiber Optics Cable Easement, being a swath of seabed located ten feet (10.00') on the southerly side and 90 feet (90.00') on the northerly side of the following described easement centerline. Proceeding from the TRUE POINT OF BEGINNING North 79°44'13" West, a distance of 898.04 feet;
thence North 79°44'26" West, a distance of 4,023.79 feet;
thence North 79°44'52" West, a distance of 671.04 feet;
thence North 79°44'38" West, a distance of 657.33 feet;
thence North 89°46'51" West, a distance of 10,164.15 feet;
thence South 79°08'59" West, a distance of 5,480.18 feet, more or less to the three (3) mile offshore, Territorial Sea" boundary as defined within the US Dept. of Interior, MMS, Supplemental Official OCS Block.

Containing 50.26 acres, more or less to the 3 mile limit.

This description is subject to any inaccuracies that the future as-laid position of the cable may disclose. This description is based on TYCO Issue 2, RPL dated 11/18/07. The Basis and Bearing for this description is the Oregon State Plane Coordinate System, NAD 83.

TO HAVE AND TO HOLD the same unto GRANTEE for 20 years, subject to the following conditions:

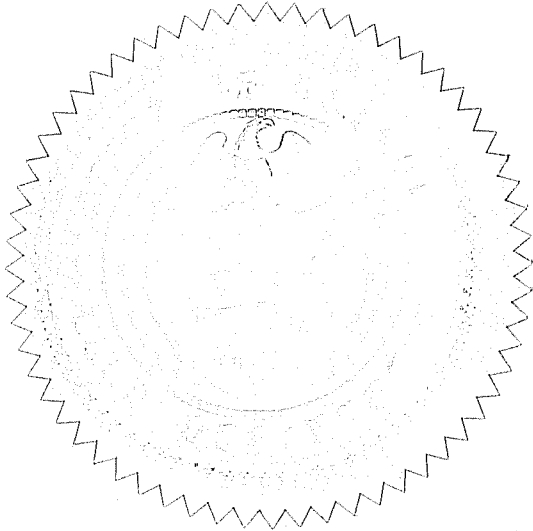
1. Construction in navigable waters shall conform to standards and specifications set by the U.S. Army Corps of Engineers or the U.S. Coast Guard for this project.

STATE TO ACS CABLE SYSTEMS, INC.
PACIFIC OCEAN
39538-EA
Page 1 of 3

2. The bed and shoreline of the Pacific Ocean shall be restored to a condition acceptable to the GRANTOR as soon as construction or maintenance is completed.
3. Any blasting which may be necessary in the installation of the cable shall be performed according to the laws of the State.
4. GRANTOR reserves the right to lease or otherwise utilize the State-owned lands within the granted area hereinabove described in a manner and for uses that will not be incompatible with the primary use for which this easement is granted.
5. GRANTOR shall have the right to terminate the easement for noncompliance with the conditions of this easement or any lawful requirement by a regulatory agency of this State.
6. GRANTEE agrees to defend and hold GRANTOR harmless from any and all claims suffered or alleged to be suffered as a result of GRANTEE's use of the premises.
7. If the facility for which this easement is granted is not used for a period of five (5) consecutive years, this easement may be terminated by written notice from GRANTOR to GRANTEE at its last known address. Upon termination, GRANTEE will have 90 days to remove the cable and appurtenances from the State-owned lands.
8. Nothing in this document 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 boundaries of this easement; provided, however, that to the extent necessary to facilitate construction and maintenance of these facilities, GRANTEE may so interfere, but shall keep such interference to an absolute minimum.
9. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the leasehold or GRANTOR by the assessing agency.
10. GRANTEE shall use the property subject to this easement 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.
11. GRANTEE shall comply with the Agreement to Create and Establish the Oregon Fisherman's Undersea Cable Committee as outlined in Attachment A to this Easement.
12. GRANTEE, subject to continued compliance with the terms and conditions of this easement, shall have the right to renew the easement for an additional 20-year term in accordance with the governing law and applicable rules of the GRANTOR at the time of renewal.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only, and title remains in the State of Oregon.

WITNESS the seal of the Department of State Lands affixed this 22nd day of April, 2008.

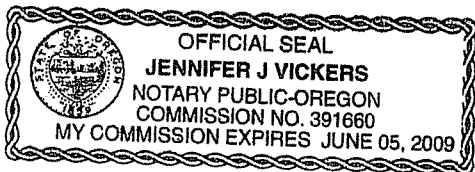


STATE OF OREGON, acting by and through its Department of State Lands.

Stephen J. Purchase
Authorized Signature

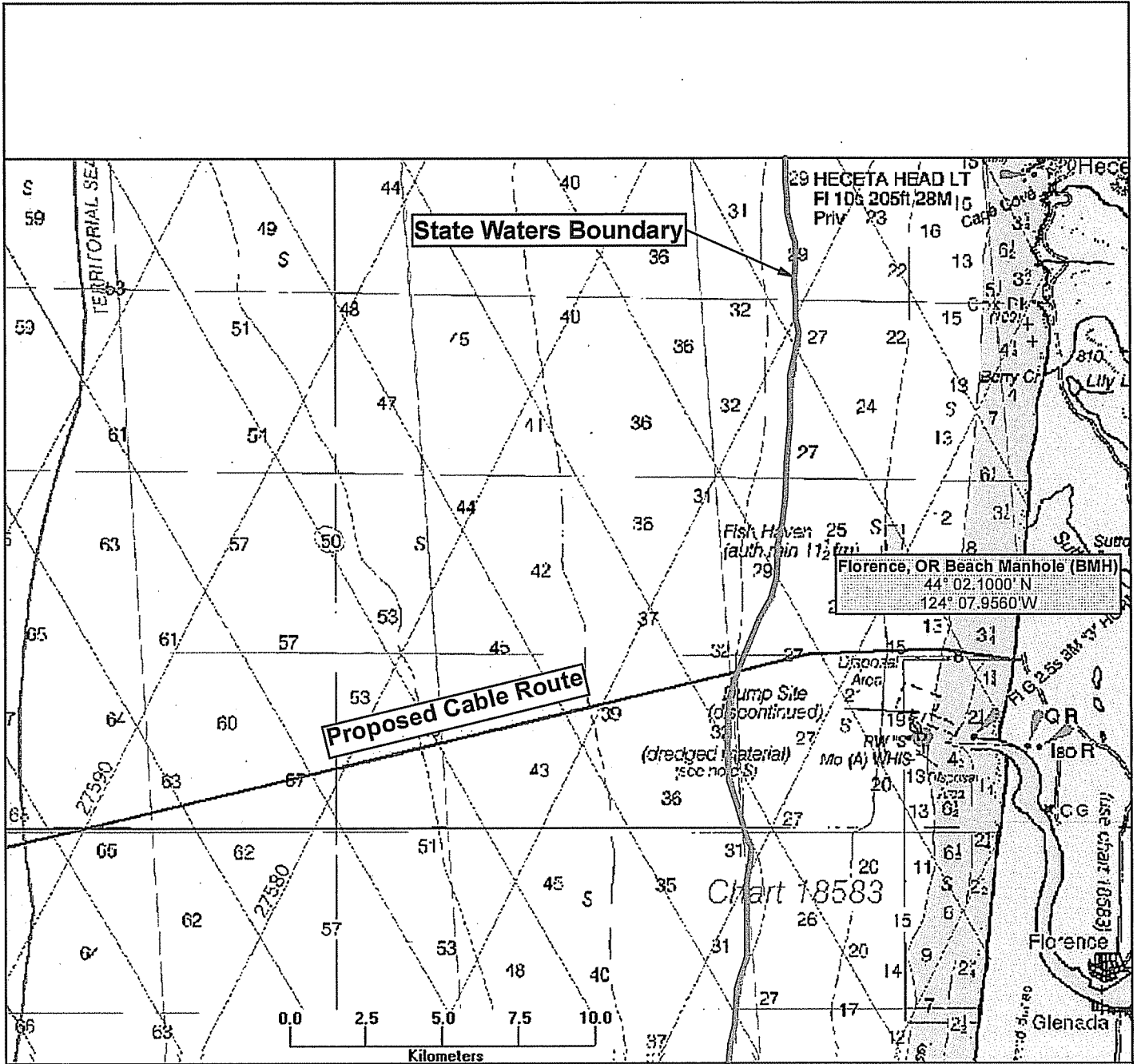
STATE OF)
County of) ss
)

The foregoing instrument was acknowledged before me this 22nd day of April, 2008, by Stephen J. Purchase, the Assistant Director of the Department of State Lands.



Jennifer J. Vickers
Signature
My Commission Expires June 5, 2009.

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PREPARED BY:
Tyco Telecommunications & AMEC Earth & Environmental
 7376 SW Durham Road
 Portland, OR, U.S.A. 97224



FOR:
ACS CABLE SYSTEMS



Alaska Communications Systems

PROJECT:	SPANDEX FLORENCE LANDING		DWN BY:	BRJ	DATUM:	NAD83	DATE:	NOVEMBER 2007
	TITLE:	OREGON STATE WATERS		CHK'D BY:	-	REV. NO.:	1	PROJECT NO.:
		PROJECTION:	OR Lambert, Int. Ft.	SCALE:	1 inch equals 3 miles	FIGURE No.:	ATTACHMENT B	

AGREEMENT BETWEEN THE OREGON FISHERMEN'S

0001814

CABLE COMMITTEE, INC. AND ACS CABLE SYSTEMS, INC.

AS RELATES TO THE SPANDEX CABLE SYTEM

This Agreement is entered into on the date noted below between and among: The Oregon Fishermen's Cable Committee, Inc. ("Oregon Committee" or "OFCC"), an Oregon non-profit corporation with a business address at 2021 Marine Drive, Suite 102, Astoria, Oregon 97103, and ACS Cable Systems, Inc. ("ACS") a Delaware corporation with a business address at 600 Telephone Ave., Anchorage, AK 99503. The Oregon Committee and ACS are at times referred to collectively as the "Parties".

The Oregon Committee is constituted of representatives of both the Oregon commercial fishing industry and the 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 representatives are from WCI Cable, Inc., MFS Globenet, Inc., VSNL International Inc., and General Communication, Inc.

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 submarine cable industry. The Oregon Accord established the Oregon Committee 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.

ACS intends to install the Spandex submarine fiber optic cable from Florence, Oregon seaward 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 Oregon Committee. ACS agrees to adhere to the terms and conditions of this Agreement.

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 by 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. 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 performance 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 SPANDEX fiber optic cable running from the shoreside of Florence, Oregon seaward to a water depth of 2000 meters. The SPANDEX cable will be buried to a water depth of 1300 meters or a mutually agreed point in the Seaward of 700 Fathoms Essential Fish Habitat area established by the National Marine Fisheries Service ("Burial End Point"). The Parties also acknowledge and agree that because the fiber optic cable is intended to remain buried all current fishing activities undertaken by Class A limited entry groundfish permit holders with trawl endorsement, Washington, Oregon and California pink shrimp permit holders, and participants in the prawn trawl fisheries may continue in the area where the ACS 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

ACS shall provide and maintain a 24-hour toll free telephone hot line for fishermen to call who believe they have snagged their gear on the SPANDEX fiber optic cable from shoreside of Florence, Oregon seaward to the Burial End Point. 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 individual 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 SPANDEX fiber optic cable.

FUNDS

Installation Costs

ACS shall provide the Oregon Committee with an initial payment of up to \$126,000 to cover the costs associated with the Oregon Committee participation in pre-installation and installation activities of the SPANDEX cable system. In addition, ACS shall separately fund patrol vessels and

committee-approved claims for fishing gear removal which may be required to support these activities. After installation, documentation of the Oregon Committee's actual costs will be provided to ACS. Reconciliation of estimated and actual costs may result in ACS paying more to the Oregon Committee for its participation, or if the initial payment exceeds actual costs, ACS will be issued a credit by the Oregon Committee. This initial payment shall be made within 30 days of ACS execution of this Agreement or within 30 days of issuance of an easement by the State of Oregon to ACS, its affiliates, or assigns, whichever occurs later. For costs associated with the Oregon Committee participation in pre-installation and installation activities prior to the issuance of the easement, monthly payments shall be made for costs approved by ACS within 30 days of receipt of an invoice. Amounts paid to the OFCC under terms of a Memorandum of Understanding dated September 21, 2007 shall be deemed credits to the \$126,000 payment. In the unlikely event that the SPANDEX cable system is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability, provided that ACS shall be responsible for payment of installation costs incurred by the Oregon Committee up to the date of termination.

Annual Costs for Oregon Committee Expense

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

Determination of Pro Rata Share: The Oregon Committee 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. Presently WCIC, MFS Globenet (the Southern Cross segment), MFS Globenet (the Trans-Pacific Express segment), and AUFS each have one cable under agreement and, therefore, are each obligated for one share of the expenses. VSNL International Inc. (US) has 3 cables under agreement and is obligated for two shares of the expenses. There are a total of 6 shares currently under agreement. With the addition of the single SPANDEX segment landing at Florence there will be 7 shares. ACS will be responsible for 1 out of a total 7 shares, or 14.285714% of the Oregon Committee's expenses. Should ACS install additional Spandex cable segments in Oregon; an additional ½ share will be allocated for each SPANDEX cable segment.

Timing and Amount of Payments: The Oregon Committee shall approve an annual budget for the Oregon Committee expense for the fiscal year commencing July 1. ACS will be invoiced semi-annually for its share of the Oregon Committee expense 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. ACS's payment obligation shall become effective upon ACS execution of this Agreement. The initial invoice shall be prorated from the effective date to the end of the applicable invoice period. All invoices will be paid within 30 days of receipt. In the unlikely event that the SPANDEX cable system is not installed with an Oregon landing, the Parties agree this Agreement shall be terminated without further liability. In the case of termination, the Oregon Committee shall retain all payments made by ACS for its share of the Oregon Committee expense.

Sacrificed Gear Fund

The Oregon Committee maintains a Sacrificed Gear Fund of \$150,000 which is funded by the member cable companies. An equal share of this \$150,000 shall be borne by each cable company that is a member of the Oregon Committee. This fund will only be used to pay sacrificed gear claims, provide sacrificed gear bridge loans, and pay related expenses. Related expenses shall include the cost of Oregon Committee fishermen representatives (in accordance with the Oregon Committee Rate Schedule in effect at the time) involved with the investigation, processing or review of a claim for sacrificed gear. If payments from this fund are made in connection with gear sacrificed to protect the SPANDEX cable, then the Oregon Committee shall invoice ACS for the amounts paid from the fund and ACS shall replenish the fund by paying those amounts into the

fund within 30 days of receiving said invoices. In addition, if a sacrificed gear claim on the SPANDEX cable exceeds the amount available in the Sacrificed Gear Fund, ACS agrees to deposit into the Sacrificed Gear Fund the amount of the Oregon Committee approved claim exceeding the balance available in the fund within 30 days. The initial payment shall be due upon commencement of cable placement operations.

RESOLUTION OF CLAIMS

The Oregon Committee has established 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 Oregon Committee. The Oregon Committee shall review and then approve or deny a claim in accordance with its claim review procedure. As part of its review, the Oregon Committee 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 Oregon Committee approves a claim, the Oregon Committee waives any right to collect from the claimant for the replacement gear related to that claim that it previously caused to be provided to the Participating Fisherman. In addition, the Oregon Committee 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 Oregon Committee denies a claim because of fraud, misrepresentation, or failure to follow the required procedures, the authorization to the approved suppliers for the sacrificed gear is treated as a bridge loan to the fisherman that must be repaid by the fisherman.

THE OREGON COMMITTEE

Voting Members

The size, structure, and membership of the Oregon Committee are set forth in the Bylaws of the Oregon Fishermen's Cable Committee, Article III, Section 2 as amended.

Non-Voting Members

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 (1) non-voting Director selected by the voting Directors, who shall be a specialist in undersea telecommunications construction and maintenance.

Oregon Committee Fishermen Board Member Costs

Each fisherman Board Member shall be paid for duties agreed by the Oregon Committee in accordance with the Oregon Committee Rate Schedule in effect at the time. In addition each fisherman Board Member will be reimbursed for all reasonable expenses incurred in performing his duties. Payments made to fishermen Board Members will be made from the Oregon Committee Expense operating funds.

RELEASE OF LIABILITY

ACS agrees to release any claims against vessel owners and operators and refrain from taking any administrative, legal or other action to sanction and/or recover damages against vessel owners and operators who honor the procedure established by the Committee pursuant to this Agreement. ACS further agrees to encourage all administrative, legal and other authorities to honor the procedure established by the Committee pursuant to this Agreement.

ACS ACTIVITIES

Cable Burial

ACS has contracted to have the fiber optic cable installed at a depth of one meter or more beneath the seabed seaward 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 Oregon Committee observers have determined that reasonable efforts failed to achieve full burial. Additionally, where soft bottom is encountered, the fiber optic cable may be buried deeper than one meter. In all instances, current technology will be utilized in the cable burial process including using remote operated vehicles ("ROV"), post-lay burial, where required, and ROV inspection immediately following installation to the Burial End Point. The cable shall be armored in such a way as to allow burial to the 1,500 meter water depth, in case post-lay burial to this depth should become necessary in the future. If commercial fishing grounds expand to deeper waters near the cable, then post installation burial to depths of 2000 meters can be required by a vote of the Oregon Committee. It is understood that the Oregon Committee will allow a reasonable time to mobilize the required vessels and equipment. These efforts will be undertaken with reasonable endeavors by the cable owners.

ACS agrees that two Oregon Committee fishermen representatives shall be allowed on board cable survey, installation, and maintenance vessels from the coast out to the Burial End Point. The Oregon Committee fishermen representatives shall have access to observe all operations including access to instruments onboard vessels whenever space and working conditions reasonably allow. ACS shall pay all of the representatives' approved expenses in the course of their observing such operations. ACS shall pay the fishermen representatives in accordance with the Oregon Committee Rate Schedule in effect at the time of the operation.

Miscellaneous Activities

ACS shall undertake stringent debris control efforts during installation and burial of the cable.

As-Built Coordinates and Charts

ACS shall provide cable as-built installation GPS coordinates to the OFCC as soon as the ACS contractor delivers the information to ACS. This data shall be provided in written and electronic data form. ACS shall provide the OFCC with a complete set of as laid charts of the cable from shore to 2000 m water depth. The Oregon Committee or its representatives on the cable ship shall gather Loran C coordinates in both the 5990 and 9940 chains along the cable route while on the installation vessel.

ROV Burial Verification

ACS shall conduct an ROV burial verification inspection not more than 5 years following the completion of the Oregon shelf cable installation. If the survey of the cable at not more than five years following installation presents significant evidence that the cable has remained buried, subsequent surveys for the same cable shall occur at not more than eight years. If there is significant evidence that the cable has not remained buried, ROV burial surveys shall continue at intervals of not more than 5 years. In addition to the foregoing ROV burial verification surveys, ACS shall conduct an ROV inspection and survey after any major geological or environmental event as determined by the Oregon Committee. If required, ACS 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 protocols to be agreed to by ACS and the Oregon Committee.

Patrol Vessels

ACS shall pay for patrol boats to be nominated by the Oregon Committee during the cable landing, laying and burial, and any PLIB (post-lay inspection and burial) operation out to the end of cable burial. The Oregon Committee shall only nominate patrol boats that will meet committee minimum requirements. Patrol vessels will be compensated in accordance with the Oregon Committee Rate Schedule in effect at the time of the operation.

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

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 (7) 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 (30) days, the parties shall (3) engage in binding arbitration in Portland, Oregon or in another mutually agreed location according to the rules and provisions of the American Arbitration Association.

Neither party will 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.

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 ACS.

SUPPORT FOR SPANDEX CABLE PROJECT

The fishing industry members of the Oregon Committee express their support to governmental agencies in connection with the permitting, installation, operation and maintenance of the SPANDEX cable that is the subject of this agreement. These members shall also express support for subsequent cables that may be proposed by ACS, 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 Oregon Committee only by written consent of ACS.

AGREEMENT OPEN TO NEW MEMBERS

Additional cables and cable companies may join the Oregon Committee by majority vote of the Oregon Committee. In such an event, the Oregon Committee's operating expense, Sacrificed Gear Fund, and other shared costs of the Committee will be allocated among the cable company committee members and such cable companies must agree to the substantive terms and provision of this Agreement. Changes to the total number of shares under agreements with the Oregon Committee will be adjusted accordingly and will not require amendment to this agreement. Such changes shall be noted in the published meeting minutes from the Board Meeting agreeing the change. The terms and condition offered to such new members shall be no more favorable than the terms and conditions offered to ACS hereunder.

MISCELLANEOUS

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

ACS 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. This Agreement shall be binding on ACS and the Oregon Committee and their respective successors and assigns.

If any of the provisions of this Agreement shall be 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 either 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. Such terms and conditions shall not 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.

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 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.

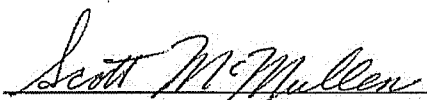
This Agreement is executed this 21st day of November, 2007.

ACS CABLE SYSTEMS, INC.

By: 
Anand Vadapalli, Sr. VP Network & IT



OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: 
Scott McMullen, President/Chairman
(Astoria/Columbia River)

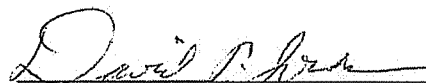
By: _____
Jim Seavers, Secretary
(Newport/Yaquina Bay)

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
Brad Pettinger
(Brookings/Harbor)

By: _____
Gerald Gunnari (Charleston/Coos Bay)

By: _____
Jack Holland (WCIC)

By: 
David Jordan (Garibaldi)

By: _____
Ken Herrmann (VSNL International Inc.(US))

By: _____
Mikal Modisette (MFSG)

By: _____
Rob Munier (Tyco Telecommunications, US)

By: _____
Bruce Rein (General Communication Inc.)

By: _____
Frank Salley (Verizon Business, Inc.)

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By: [Signature]
Anand Vadapalli, Sr. VP Network & IT

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By: [Signature]
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(Astoria/Columbia River)

By: _____
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(Newport/Yaquina Bay)

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Jack Holland (WOCIC)

By: [Signature]
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[Handwritten initials]

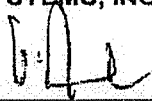
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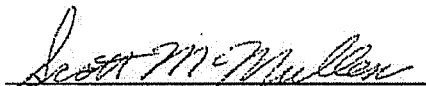
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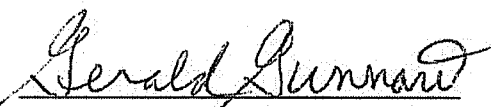
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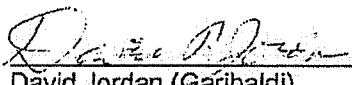
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Anand Vadapalli, Sr. VP Network & IT

OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By: [Signature]
Scott McMullen, President/Chairman
(Astoria/Columbia River)

By: _____
Jim Seavers, Secretary
(Newport/Yaquina Bay)

By: _____
Terry Thompson (Newport/Yaquina Bay)

By: _____
Brad Pettinger
(Brookings/Harbor)

By: _____
Gerald Gunnari (Charleston/Coos Bay)

By: _____
Jack Holland (WCIC)

By: [Signature]
David Jordan (Garibaldi)

By: _____
Ken Herrmann (VSNL International Inc.(US))

By: [Signature] ^{12 Dec 07}
Mikal Modisette (MFSG)

By: _____
Rob Munier (Tyco Telecommunications, US)

By: _____
Bruce Rein (General Communication Inc.)

By: _____
Frank Salley (Verizon Business, Inc.)

[Signature]
C.A.A.D.

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 21st day of November, 2007.



ACS CABLE SYSTEMS, INC.

By:
Anand Vadapalli, Sr. VP Network & IT

OREGON FISHERMEN'S CABLE COMMITTEE, INC.

By:
Scott McMullen, President/Chairman
(Astoria/Columbia River)

By: _____
Jim Seavers, Secretary
(Newport/Yaquina Bay)

By: _____
Terry Thompson (Newport/Yaquina Bay)

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Brad Pellingner
(Brookings/Harbor)

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Gerald Gunnari (Charleston/Coos Bay)

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Jack Holland (WCIC)

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David Jordan (Goribaldi)

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Ken Herrmann (VSNL International Inc.(US))

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G.A.A.D. Registered

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G.A.A.D. Reviewed

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G.A.A.D. REVIEWED

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Frank Salley (Verizon Business, Inc.)

C.A.A.D. REVIEWED [Signature]

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[Handwritten signature]
Reviewed

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David Jordan (Garibaldi)

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By: [Signature] 12 Dec 07
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By: _____
Rob Munler (Tyco Telecommunications, US)

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Bruce Rein (General Communication Inc.)

By: [Signature]
Frank Salley (Verizon Business Inc.)

C.A.A.D.
Newport
Yaquina Bay