

The Oregon Fishermen's Undersea Cable Committee Agreement Individual Fisherman's Agreement And Mutual Release

WCI Cable, Inc./Alaska Northstar Communications, LLC (WCICI/ANC/NorthStar Network) agree to release me, a Participating Fisherman, from liability to WCICI/ANC/NorthStar Network for my ordinary negligence if I agree to honor the procedures established by the Oregon Committee pursuant to the Oregon Fishermen's Undersea Cable Committee Agreement (Oregon Fishermen's Agreement). I agree that this Agreement does not release me from liability for damage arising directly or indirectly from my gross negligence or intentional, willful or wanton acts or omissions. WCICI/ANC/NorthStar Network further agree that they will actively encourage governmental authorities not to bring or maintain any civil or criminal actions or penalties against a Participating Fisherman who honors the procedures established by the Oregon Committee pursuant to the Oregon Fishermen's Agreement.

I agree to learn about the location of the WCICI/ANC/NorthStar Network fiber optic cable that lands at Nedonna Beach, Oregon and also to exercise care and observe the Procedures To Follow While Operating Near The NorthStar Cable ("Operating Procedures") when fishing in the area of the cable. If I believe that I have snagged a cable, I agree to cease hauling on the fishing gear and to call the 24-hour toll free telephone line maintained by WCICI/ANC/NorthStar Network to discuss the situation. The WCICI/ANC/NorthStar Network representative has the authority immediately to approve cutting the gear and thereby is authorizing the provision of replacement gear to me from approved suppliers. I agree to present my claim in writing to the Oregon Committee for review on the approved form within thirty (30) days of the incident. I understand that the Oregon Committee, constituted of Oregon commercial fishermen and fiber optic cable representatives, is empowered to review and investigate my written claim for compensation including if necessary undertaking an inspection of the cable by an underwater remote operated vehicle. If the Oregon Committee approves my claim, the Oregon Committee waives any right to collect from me for the replacement gear it previously caused to be provided to me. In addition, the Oregon Committee shall pay from the Fund an amount equal to fifty percent (50%) of the value of the replacement gear to me. 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 me. If the Oregon Committee denies my claim because of fraud, misrepresentation or failure to follow the required Operating Procedures or other procedures, the payment for the sacrificed gear is treated as a bridge loan to me that I may have to repay. The Oregon Committee may issue and revise the Operating Procedures and other procedures from time to time governing the treatment of claims and shall send copies of the revisions to me at the address noted below.

The Oregon Committee shall review my written sacrificed gear claim and accept it in full or offer a settlement to me. I understand that by signing this agreement I agree to and do hereby release any and all individuals affiliated with the Oregon Committee, the Oregon Committee itself, and WCICI/ANC/NorthStar Network including its officers, directors, employees, agents and assigns from any and all legal and equitable liability for any actions, inactions or decisions of the Oregon Committee including the decision on my claim and further agree not to bring any legal or equitable action against them. I also release any other telecommunications companies that execute the Oregon Fishermen's Agreement or a related agreement.

If the Oregon Committee accepts my claim in full or if I accept the settlement for my claim offered to me by the Oregon Committee, I agree to release and am thereby releasing WCICI/ANC/NorthStar Network including its officers, directors, employees, agents and assigns from any and all legal and equitable liability and further agree not to bring any legal or equitable action against them. I also agree that neither WCICI/ANC/NorthStar Network nor the Oregon Committee shall be responsible in any way for any lost earnings, waste of fishing resources or other consequential, incidental or punitive damages. I also release any other telecommunications companies that execute the Oregon Fishermen's Agreement or a related agreement.

In the event of a dispute between the parties to this Agreement, the parties shall (1) discuss the problem between themselves 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. This dispute resolution provision reflects the provision in the Oregon Fishermen's Agreement and represents a commitment to resolve disagreements in a just, speedy and inexpensive way without resorting to litigation.

This agreement can be terminated by thirty (30) days written notice to the other party. By joining as a Participating Fisherman, I agree to these terms and conditions and to the terms and conditions of the Oregon Fishermen's Agreement. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss these agreements.

Signature of Participating Fisherman

Boat

Date: _____

Address

Oregon Fishermen's Undersea Cable Committee, Inc.
(Oregon Committee)

2001 Marine Drive Suite 112
Astoria, OR 97103

By Its: _____
Date: _____

Address

WCI Cable, Inc./Alaska Northstar Communications, LLC/
NorthStar Network

Address

By Its: _____
Date: _____