

EXHIBIT A TO PC-1 SETTLEMENT AGREEMENT

OLYMPIC COAST NATIONAL MARINE SANCTUARY AUTHORIZATION/SPECIAL USE PERMIT

Permittees:

PC Landing Corp.
c/o 5956 Sherry Lane – Suite 1000
Dallas, Texas 75225
Phone: 214-451-6919
Fax: 214-451-6999

Permit Number: OCNMS-2005-013

Effective Date: November 4, 2005

Expiration Date: November 4, 2010

Tyco Telecommunications (US) Inc.
250 Industrial Way West
Eatontown, NJ 07724
Phone: 732-578-7220
Fax: 732-578-7102

Project Title: Operation, Maintenance, Reinstallation and Removal of PC-1 Fiber Optic Cables in the Olympic Coast National Marine Sanctuary

This authorization/special use permit (“Permit”) is issued for activities within the Olympic Coast National Marine Sanctuary (“OCNMS” or “sanctuary”) in accordance with the National Marine Sanctuaries Act (NMSA), 16 USC §1431 *et seq.*, and regulations thereunder (15 CFR Part 922). All activities must be conducted in accordance with those regulations and law. No activity listed in 15 CFR §922.152(a)(1) through (8) is allowed except alteration and disturbance to, and the placement in, the seabed to operate, maintain, reinstall, and remove two fiber optic cables (PC-1 East and PC-1 North) in OCNMS, as described below. All references herein to a “Special Condition” are to an enumerated Special Condition in this Permit.

Subject to the terms and conditions of this Permit, PC Landing Corp. (“PCLC”) and Tyco Telecommunications (US) Inc. (“Tyco”), are hereby authorized to remove and re-install the PC-1 cables (“cable” or “cables”) that were installed in OCNMS pursuant to Authorization/Special Use Permit OCNMS-01-99. As of the Effective Date of this Permit (Special Condition 5), this Permit replaces and supersedes OCNMS-01-99. Pending reinstallation and subsequent to its completion, PCLC is authorized for the ongoing placement, operation and maintenance of the cables. All activities are to be conducted in accordance with this Permit, which has been issued to implement the Settlement Agreement Relating to PC-1 cable dated November 4, 2005

(Settlement Agreement); the PC-1 Remediation Protocol (Exhibit B of the aforementioned Settlement Agreement) (“Remediation Protocol”) dated September 16, 2005; and the PC-1 Remediation Plan described in Special Condition 7 (“Remediation Plan”). Further, all remediation and reinstallation activities shall be conducted in accordance with Army Corps of Engineers (“ACOE”) Permit # 199802040 and any modification thereto (“ACOE Permit”). These documents are incorporated by reference into this Permit and made a part hereof.

For purposes of cable removal and reinstallation under the Remediation Protocol and Remediation Plan (“Remediation”), the term “permittee,” as used in this Permit, refers to both PCLC and Tyco. For operations and maintenance and for all purposes after National Oceanic and Atmospheric Administration (“NOAA”), ACOE, and the Makah Tribe have issued the Completion of Work letter as described in the Settlement Agreement and Special Condition 9, the term “permittee” shall refer solely to PCLC or to any successor party if PCLC or the portion of the PC-1 cable system located in the sanctuary is renamed, sold, assigned, or otherwise transferred to another party.

PERMITTED ACTIVITY DESCRIPTION:

The following activities are authorized by this Permit.

Altering or disturbing the seafloor in connection with the continued placement, operation, repair, Remediation, and removal of the PC-1 cables; and constructing or placing the PC-1 cables on or under the seabed, as described in this Permit, in accordance with the this Permit, the Settlement Agreement, Remediation Protocol, Remediation Plan, and ACOE Permit.

No further disturbance of the cultural or natural resources of the Sanctuary is authorized or permitted.

PERMITTED ACTIVITY LOCATION:

The permitted activities will be undertaken within the existing corridor of the PC-1 East and PC-1 North cables, and to the north of the current location of these cables to the boundary of OCNMS. Note that activities may occur outside the eastern and western boundaries of OCNMS to minimize impacts within the sanctuary.

In addition to the above terms, the following terms and conditions apply to this Permit:

SPECIAL CONDITIONS:

1. The permittee shall conduct all permitted activities in compliance with and in a manner consistent with this Permit, the Settlement Agreement, the Remediation Protocol, Remediation Plan, and ACOE Permit. Except as provided in the Remediation Protocol,

modification of any procedures, operating techniques, design specifications and other project descriptions contained in these documents is not authorized.

2. The term of this Permit shall be 5 years (to November 30, 2010). Upon expiration of the initial 5-year term, the Permit shall automatically renew for an additional 5 years with the same terms and conditions, including this renewal clause, for a maximum of 20 years, unless the OCNMS Superintendent has, prior to the expiration date, determined that:
 - a. The permittee has not complied with the terms and conditions of the Permit (including the documents incorporated by reference herein), the NMSA, and regulations promulgated thereunder, and any noncompliance or asserted noncompliance has not been satisfactorily addressed; and/or
 - b. The permitted activities have resulted in any unforeseen or greater-than-anticipated adverse impacts to OCNMS resources or qualities that have not been satisfactorily addressed.

The OCNMS Superintendent shall inform the permittee in writing not later than 60 days prior to the expiration date if such a determination is likely and the reasons therefor.

3. If either the permittee entity or the cable system is sold, assigned, or otherwise transferred to another party, this Permit shall be revoked on the date of such sale, assignment, or transfer, unless the permittee provides the OCNMS Superintendent written request to assign this Permit to a successor party at least 60 days in advance of such sale, assignment, or transfer, and the OCNMS Superintendent approves assignment of the Permit, provided the assignee will perform the obligations in this Permit. Such written request shall be deemed effective if NOAA does not object to the assignment within 60 days of receipt of the request.
4. In the event the renewal or assignment of this Permit or future permit renewals cannot be effected under Special Conditions 2 and 3, the authorization for the ongoing placement and operation of the cables within the sanctuary shall be in full force and effect under the ACOE Permit and any modification thereto, pursuant to 15 CFR 922.49 and 922.152(g), provided that all fees required by Special Condition 39 are paid according to the schedule when the fees become due and that all terms and conditions contained in this Permit continue to be complied with.
5. This Permit is not valid until the Settlement Agreement has been fully executed and the Plan of Reorganization for Pacific Crossing, Ltd. ("PCL"), PCLC and their affiliated debtor entities has been confirmed by the United States Bankruptcy Court for the District of Delaware in Case No. 02-12086 ("Effective Date" of this Permit). Issuance of this Permit to PC Landing Corp. does not relieve PCL of any obligations it may have under the above documents incorporated by reference into this Permit.

Cable Remediation and Reinstallation Activities

6. The cable shall be reinstalled by Tyco Telecommunications (US) Inc. and/or its subcontractors, under contract to PCL, and shall be reinstalled in accordance with the Remediation Protocol, the Remediation Plan developed and approved as described in Special Condition 7, and the ACOE Permit.
7. In accordance with the Remediation Protocol, the permittee shall submit a Remediation Plan for cable remediation and reinstallation. The Remediation Plan shall be submitted to the OCNMS Superintendent, ACOE and Makah Tribe, as described in the Remediation Protocol, be approved in writing at least 21 days prior to implementing the Remediation Plan.
8. The permittee shall complete remediation and reinstallation of the cables within OCNMS according to the timelines outlined in the Remediation Protocol but in no case later than September 30, 2008. Failure to complete remediation by this date shall constitute a basis for NOAA to seek revocation of the Permit.
9. After receiving the post-reinstallation survey report as described in the Remediation Protocol, NOAA/OCNMS Superintendent, ACOE Seattle District and the Makah Tribe will determine if the cable has been remediated and reinstalled in accordance with the Remediation Plan. Upon making this determination and within 60 days of receipt of the post-installation report, the OCNMS Superintendent, ACOE and the Makah Tribe will provide a Completion of Work letter indicating the cable has been reinstalled in accordance with the terms and conditions of the Remediation Protocol and Remediation Plan.
10. Should the cable inspection conducted during and immediately following reinstallation indicate areas where cable burial is less than 0.6 meters, the permittee will provide cable position, burial depth, and other information to the United States Coast Guard ("USCG") and other parties as required by Special Conditions 13 and 14.

Notifications

11. The permittee shall notify the OCNMS Superintendent at least 14 days prior to commencing any cable remediation, reinstallation, maintenance, or repair operations within the OCNMS and within 24 hours of the cessation of these operations within the OCNMS.
12. At least 14 days prior to the initiation of any cable remediation, reinstallation, or repair activities, the permittee will provide sufficient information to the United States Coast

Guard (“USCG”) so that an appropriate Local Notice to Mariners (“LNM”) can be distributed. This information will include, at a minimum, the current cable position(s); where and when cable remediation, reinstallation, or repair activities will be undertaken; and a 24-hour contact phone number for vessels operating in the vicinity of the cables to call for detailed information concerning such operations. In addition, the permittee shall make announcement over maritime radio channels during any remediation, reinstallation, or repair activities in order to assist vessel traffic in avoiding these operations.

13. Should any condition in this Permit (other than Special Condition 12) require the permittee to provide information to the USCG so that an appropriate LNM can be distributed, that information shall contain, at a minimum, the current cable position and burial depth (including the coordinates of any unburied cable and where cable burial depth is less than 0.6 meters), and a 24-hour contact phone number for vessels operating in the vicinity of the cable to call for additional information and guidance if fishing gear is snagged in the vicinity of the cables. Any information provided to the USCG pursuant to this condition shall also be provided to the OCNMS Superintendent within 14 days of when conditions in this Permit require this notification.
14. In addition to the notification requirements of Special Condition 13, if, at any time, surveys or other assessments indicate areas where the cable is buried to a depth of less than 0.3 meters, the permittee will provide the locations of such areas to commercial and tribal bottom trawl fishermen who operate in the vicinity of PC-1 cables (based on a current contact list provided by OCNMS) on CDs/disks (in navigation software-compatible format) and revised charts of these areas. This action shall be taken within 30 days of when the permittee learns of these areas.

Fishing Coordination

15. Within 60 days of the Effective Date of this Permit, the permittee, as part of operations, will have in place, and maintain for the duration of this permit, workable procedures for timely reporting and response to potential gear entanglement with the PC-1 cables and providing for compensation for fishing gear lost as a result of unintentional contact with the cables. For purposes of this provision, “unintentional contact” shall not include any portion of the cable where notification has been provided to fishers (unless covered under separate agreements directly between the parties) in accordance with applicable law and the provisions of Special Conditions 13 or 14. Within 30 days after its receipt of the Completion of Work letter in Special Condition 9, the permittee will contact non-tribal groundfish trawl vessel captains that operate in the vicinity of PC-1 cables (based on a current contact list provided by OCNMS) to initiate a meeting, to be scheduled at a time and place agreeable to the majority of responding captains. At the fishers meeting, the permittee will review these procedures, as well as the results of the reinstallations, such as cable locations, burial depth, and locations of potential interaction between fishing

gear and the PC-1 cables. If there is a reasonable likelihood of interaction with authorized commercial bottom trawl fishing operations after remediation, the permittee will host an annual meeting with non-tribal groundfish trawl vessel captains that operate in the vicinity of PC-1 cables to discuss the most current risks of fishing operations in the vicinity of the PC-1 cables. The permittee will notify the OCNMS Superintendent at least 2 weeks in advance of any such meetings or discussions. The permittee shall report annually to the OCNMS Superintendent to describe the related activities undertaken during the previous year (this report is described in Special Condition 21).

Faults and Entanglements

16. The permittee will notify the OCNMS Superintendent within 24 hours upon learning of any PC-1 cable faults or cable-related fishing gear entanglements inside OCNMS or within five miles beyond the sanctuary boundary.
17. In the confirmed event that a trawl fisherman snags the cable and loses or cuts gear, the permittee shall use all reasonable means to retrieve the gear and ensure such retrieval occurs no later than 60 days after learning of the entanglement, unless otherwise authorized by the OCNMS Superintendent to conduct retrieval on a different schedule. If the OCNMS Superintendent determines that complete removal of the entangled gear is not possible, the permittee shall remove as much gear as possible to minimize potential harm to sanctuary resources. In the event it is found that such gear is entangled with a marine mammal, the permittee shall advise the NOAA Fisheries Marine Mammal Stranding Network by telephone at 206-526-6733 within 24 hours of learning of the entanglement.
18. Within 14 days of actions related to Special Conditions 16 and 17, the permittee shall submit to the OCNMS Superintendent a report describing:
 - a. The nature of and location of the entanglement (including a map depicting the location);
 - b. The retrieval method used for removing the entangled gear or other objects, or the method used for minimizing harm to sanctuary resources if retrieval proves infeasible; and
 - c. The results of efforts to remove the entanglement including documentation of any associated impacts such as harm to seafloor habitat or natural resources and a description of gear removed and gear left entangled on the cable.
19. If more than two confirmed fishing gear entanglements occur at the same particular location on the cable in the sanctuary within a 3-year period, the OCNMS Superintendent may amend the Permit to require appropriate measures to mitigate and minimize future entanglement risks, such as enhanced notice and communication.

Cable Placement and Operation

20. The permittee is authorized for the ongoing placement and operation of the cables in OCNMS pursuant to section 310 of the NMSA (16 U.S.C. 1441).
21. The permittee will submit to the OCNMS Superintendent by March 31 of each year a report describing events during the previous calendar year. The report shall include any updated cable position and burial depth information the permittee may have provided to the USCG and other parties pursuant to Special Conditions 13 and 14. This report will include, at a minimum, detailed information on reports of gear entanglement on the cables; any survey information collected within the sanctuary by the permittee or its agents; and operational indications that cable repair are expected to be required within the next year.
22. Should any survey conducted by the OCNMS Superintendent, other federal or state agencies, tribes, the permittee, or as otherwise required by this Permit, indicate areas where cable burial is less than 0.6 meters not otherwise already reported or known), the permittee shall provide updated cable position, burial depth, and other information to the USCG and other parties pursuant to Special Conditions 13 and 14.

Cable Repair and Maintenance

23. Within 60 days of the effective date of the Permit, the permittee shall submit a Cable Repair Plan to the OCNMS Superintendent describing procedures for cable fault repairs and maintenance. The permittee shall not commence any repair or maintenance activity until the OCNMS Superintendent has approved the plan in writing, except as provided under Special Condition 31. Permittee shall have approval to conduct repair and maintenance operations that are consistent with the approved plan. Repair and maintenance operations not consistent with the approved plan are not considered approved and are subject to review and approval by the OCNMS Superintendent prior to their performance. If the OCNMS Superintendent determines that the proposed Cable Repair Plan or the effects of a particular proposed repair or maintenance activity on OCNMS resources and qualities will exceed the effects anticipated and analyzed in the Environmental Assessment (EA), dated November 3, 2005, and previous NOAA/ACOE environmental assessments on the PC-1 cable in the sanctuary, the OCNMS Superintendent may supplement the EA and/or conduct additional environmental impact analyses before allowing the proposed repair or maintenance activities.
24. The permittee shall conduct the appropriate notifications before and after repair and maintenance operations as described by Special Conditions 11 through 14 of this Permit, unless otherwise reduced or waived by the OCNMS Superintendent (see Special Condition 31).

25. The permittee shall provide an opportunity for the OCNMS Superintendent to designate a NOAA observer to be aboard the repair or maintenance vessel. The permittee shall provide safe and adequate bunk space, food, and accommodations for the observer.
26. For any post-Remediation repairs, the permittee shall utilize a target burial depth of 1.0 m as provided in the Remediation Protocol.
27. Within 30 days following any cable repair or maintenance operations, the permittee shall provide to the OCNMS Superintendent a report describing the repair or maintenance operation ("Repair Report"). The Repair Report shall include, at a minimum: the purpose of and need for the repair; a chronology of authorized activities including any difficulties encountered during the operation; the location of any exposed cable; confirmation of the depth of burial; the new location of any cable segment relocated as a result of repair; the location and identity of any obstructions or unusual conditions or materials encountered; information on the bottom type encountered; any vessel traffic incidents (either involving the repair vessel or other vessels); and a description of sea state and weather conditions encountered.
28. The permittee shall collect and provide the OCNMS Superintendent with raw data (as defined in section G of the Remediation Protocol) from any repair operations, including position data for the repaired cable section, a digital copy of all video collected including post-repair documentation of the seabed for the entire repair area, and cable burial depth data for the repaired cable section.
29. Where the cable has been rerouted in connection with a repair operation, the permittee shall provide updated cable position, burial depth, and other information to the USCG and other parties pursuant to Special Conditions 13 and 14.
30. For any post-Remediation repairs, the permittee shall adhere to the best management practices defined in the Cable Repair Plan when conducting repair or maintenance operations to ensure minimal impact to OCNMS resources and, qualities.
31. The permittee shall provide notification to the OCNMS Superintendent not less than 24 hours before commencing a proposed urgent maintenance or repair activity. The OCNMS Superintendent shall advise the permittee within 24 hours whether the proposed activity is consistent with the approved Cable Repair Plan, and if so, the permittee may proceed immediately with the urgent maintenance or repair. If the OCNMS Superintendent determines there is a need for any modification for the proposed activity, the OCNMS Superintendent shall have an additional 24 hour period to advise the permittee of those modifications.

Final Cable Inspection and Status

32. The permittee shall conduct a final evaluation of whether to leave the cables in place or remove them after they are taken out of service, including consideration of which action would avoid or minimize environmental disturbance and maintain long term compatibility with OCNMS regulations, resources and qualities. As part of this evaluation, the permittee will conduct a cable inspection survey 1-2 years before final expiration of the permit (i.e., 20 years from the effective date of this Permit). Upon completion of the evaluation, the OCNMS Superintendent shall determine whether to leave the cables in place or require their removal. If the OCNMS Superintendent determines that the cables may remain in place, he or she may amend the permit to require the permittee to undertake additional mitigation measures to avoid or minimize any resulting impacts. The final inspection survey will not be required if this Permit and applicable Sanctuary regulations, including NOAA permitting authority, do not allow the telecommunications cables to be left in place.
33. If the OCNMS Superintendent determines that the cables should be removed in accordance with Special Condition 32, the permittee shall submit a Cable Removal Plan to the OCNMS Superintendent, ACOE and the Makah Tribe, and the appropriate state and federal agencies not less than 18 months prior to the start of any removal activities. The Cable Removal Plan must be approved in writing by the OCNMS Superintendent prior to commencing any cable removal activities and shall contain, at a minimum, the following elements:
 - a. A detailed description of the methods to be employed to remove each cable including its ultimate disposition;
 - b. If deemed necessary by the OCNMS Superintendent to comply with Council on Environmental Quality regulations or other applicable law, the permittee shall prepare a supplemental environmental analysis that evaluates any differences between the impacts described and analyzed in the EA and the planned removal operations.
 - c. A schedule for completion of the removal of the cable; and
 - d. Identification of the entities to be employed to execute the cable removal plan.
34. Prior to any cable removal activities, the permittee shall provide to the USCG a LNM publication identifying cable position, dates of operations, and locations where activities are planned. During operations, provisions consistent with Special Condition 12 shall be employed.
35. If, subsequent to any assignment of this Permit under Special Condition 3, the OCNMS Superintendent determines to require financial assurance to cover the cost of cable removal, or the cost of additional mitigation measures if the OCNMS Superintendent determines to leave the cable in place, the OCNMS Superintendent will consult with the

permittee regarding the form of any financial assurance, and will process a permit amendment consistent with NOAA policy.

36. If cables are to be abandoned in place or should any cable segment remain abandoned in the sanctuary after cable removal operations, the permittee will provide updated cable position, burial depth, and other information to the USCG and other parties pursuant to Special Conditions 13 and 14.

Compliance Surveys and Seabed Recovery Monitoring

37. The OCNMS Superintendent will perform or contract to have performed a compliance survey on the following schedule, to be conducted during the same year as any seabed recovery survey:
 - a. A compliance survey 5-to-7 years after reburial (timing determined by the OCNMS Superintendent in coordination with the permittee) of the entire route of the Sanctuary.
 - b. A contingency compliance survey 10-to-14 years after reburial (timing determined by the OCNMS Superintendent in coordination with the permittee) of specific segments if the OCNMS Superintendent determines that either (1) the prior compliance survey indicated there is a reasonable likelihood that a segment of the cable could become exposed in the future due to dynamic seabed conditions (e.g., the segment is long enough that an actual risk of conflict is like to exist) and if agreements to handle fishing gear loss per Special Condition 15 are not sufficient to address the risk; or (2) documented conflicts with the PC-1 cable have occurred. The presumption is that this compliance survey is unnecessary unless triggered by these criteria.
38. In accordance with the Settlement Agreement, the OCNMS Superintendent will perform or contract to have performed seabed recovery confirmation monitoring on the following schedule, to be conducted during the same year as any compliance monitoring:
 - a. A baseline survey to be conducted immediately following the reburial with the vessel and ROV used for the remediation, refitting them as may be necessary for the benthic survey requirements in NOAA's 2005 request for proposals, unless it would cost less to use a different ROV that would meet the objectives of the survey.
 - b. A seabed recovery benthic survey 5-to-7 years after reburial (timing determined by the OCNMS Superintendent in coordination with the permittee).
 - c. A contingency benthic survey 10-to-14 years after reburial (timing determined by the OCNMS Superintendent in coordination with the permittee) if the prior survey identified areas where the substrate has not recovered as a functional benthic community.

Coordination with the permittee in conditions 37 and 38 is for the purpose of cost and logistical efficiency and application of the contingency criteria.

Fees

39. Post-remediation monitoring and final cable inspection fees for permitted activities shall be paid by the permittee in accordance with the terms of the Settlement Agreement.

GENERAL CONDITIONS:

1. Not later than 30 days after the date signed by the OCNMS official indicated below, the permittee must countersign and date, on the appropriate line below, and return the signed Permit to such official(s) in order for this Permit to be valid.

Original Signed Permit

Carol Bernthal
Superintendent
Olympic Coast NMS
115 E. Railroad Ave., Suite 301
Port Angeles, WA 98362

Copy of Signed Permit

David Bizot
National Permit Coordinator
NOAA National Marine Sanctuary Program
1305 East-West Highway (N/ORM6)
Silver Spring, MD 20910

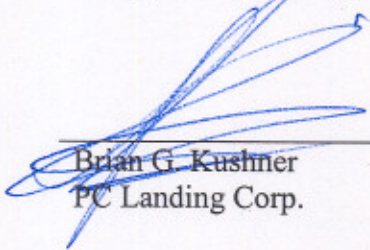
2. It is a violation of this Permit to conduct any activity not authorized by this Permit, OCNMS 01-99, and the Settlement Agreement prior to the Effective Date of this Permit. The permittee must contact the sanctuary office to ensure the requisite documentation has been received before conducting any activity authorized by this Permit.
3. This Permit may only be amended by the OCNMS or the National Marine Sanctuary Program. The terms of this Permit must be accepted by the permittee in full, without revision; otherwise, the permittee must return the Permit to the sanctuary office unsigned with a written explanation for its rejection. Amendments to this Permit must be requested in the same manner as the original permit request.
4. All persons participating in the permitted activity must be under the supervision of the permittee. The permittee is responsible for any violation of this Permit, the NMSA, and sanctuary regulations for activities conducted under, or in conjunction with, this Permit. The permittee must assure that all persons performing activities under this Permit are fully aware of the conditions herein.
5. A copy of the Permit must be carried by the permittee, including its representatives and contractors, at all times while engaging in any activity authorized by this Permit.

6. This Permit may be suspended, revoked, or modified for violation of the terms and conditions of this Permit, the regulations at 15 CFR Part 922, the NMSA, or for other good cause. Such action will be communicated in writing to the applicant or permittee, will set forth the reason(s) for the action taken. The OCNMS Superintendent may modify, revoke, suspend, or amend this Permit to address changed circumstances or additional actual or likely adverse effects on injury, destruction, or loss to, OCNMS resources or qualities resulting from the permitted activities, or for other good cause, which shall be subject to the administrative and judicial review under the procedures in 15 CFR Part 922 or other applicable law; provided, however, that the Superintendent may not impose conditions on Remediation that differ from those contained in the Remediation Protocol and Remediation Plan.
7. This Permit may be suspended, revoked or modified if requirements from previous National Marine Sanctuary Program permits or authorizations issued to the permittee (as superseded or modified by the Settlement Agreement) are not fulfilled by their due date.
8. Permit applications for any future activities in OCNMS or any other national marine sanctuary by the permittee may not be considered until all requirements of this Permit are fulfilled.
9. This Permit does not authorize the conduct of any activity prohibited by 15 CFR § 922, other than those specifically described in the “Permitted Activity Description” section of this Permit. If the permittee or any person acting under the permittee’s supervision conducts, or causes to be conducted, any activity in the sanctuary not in accordance with the terms and conditions set forth in this Permit, or who otherwise violates such terms and conditions, the permittee and its agents and contractors may be subject to civil penalties, forfeiture, costs, and all other remedies under the NMSA and its implementing regulations at 15 CFR Part 922.
10. Any publications and/or reports resulting from activities conducted under the authority of this Permit must include the notation that the activity was conducted under National Marine Sanctuary Permit OCNMS-2005-013 and be sent to the OCNMS official listed in General Condition 1.
11. This Permit does not relieve the permittee of responsibility to comply with all other federal, state and local laws and regulations, and this Permit is not valid until all other necessary permits and/or authorizations are obtained. Particularly, this Permit does not allow disturbance of marine mammals or seabirds protected under provisions of the Endangered Species Act, Marine Mammal Protection Act, or Migratory Bird Treaty Act. Authorization for incidental or direct harassment of species protected by these acts must be secured from the U.S. Fish and Wildlife Service and/or NOAA Fisheries, depending upon the species affected.

12. The permittee shall indemnify and hold harmless the National Marine Sanctuary Program, NOAA, the Department of Commerce and the United States for and against any claims arising from the conduct of any permitted activities.
13. The permittee or its contractor as appropriate shall purchase and maintain comprehensive general liability insurance in the amount of \$1 million per occurrence and \$2 million general aggregate limit against any claims arising out of activities conducted under this Permit, including damages and response costs resulting from injury to, destruction of, or loss of OCNMS resources. A copy of the insurance certificate or other proof of insurance shall be provided to the OCNMS Superintendent within 60 days of the Effective Date of this Permit.

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The signatures below, as permittee, indicates acceptance and consent to comply with all terms and conditions of this Permit. To be legally effective, this Permit must be countersigned and dated, below, by the permittee.



Brian G. Kushmer
PC Landing Corp.

Nov 4, 2005
Date

William Marra
Tyco Telecommunications (US), Inc.

Date

Carol Bernthal
Superintendent
Olympic Coast National Marine Sanctuary

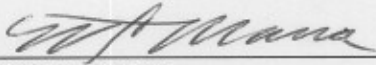
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11/4/05

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Superintendent
Olympic Coast National Marine Sanctuary

Date