

## **ASSIGNMENT OF EASEMENT RIGHTS AND OBLIGATIONS**

**THIS ASSIGNMENT OF EASEMENT RIGHTS AND OBLIGATIONS** (“**Assignment**”) is made this [\_\_\_] day of [\_\_\_\_], 2019 by and between **RTI Infrastructure, Inc.** (formerly MC Global BP4, Inc.), a California corporation having its principal office at 268 Bush Street #77, San Francisco, CA 94104, United States (“**Assignor**”) and **Pacific Carriage Limited Inc.**, having a principal office at Level 5, Resimac House, 45 Johnston Street, Wellington 6011 New Zealand, (“**Assignee**”) (each a “**Party**” and collectively, the “**Parties**”). In accordance with that certain Agreement for Purchase and Sale and Shared Use of Outside Plant and Easement Rights by and between the Parties (“**Purchase and Use Agreement**”), Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, an undivided interest sufficient to accommodate the Southern Cross NEXT Cable System, being the fiber optic subsea cable system connecting the USA, Australia and New Zealand (“**SCCN NEXT Cable System**”), in and to Assignor’s rights and obligations (respectively, “**Assigned Rights**” and “**Assigned Obligations**” and collectively, “**Assigned Easement Interest**”) under that certain Fiber Optic Cable Easement and Associated Construction Easement by and between the City of Hermosa Beach, as Grantor and RTI-I, as Grantee, dated August 17, 2016 “**City Easement**”), as more particularly described in Section 1 below.

1. **Description of Assigned Rights.** The Assigned Rights hereunder consist of an undivided interest in the City Easement, which interest shall be sufficient to accommodate the SCCN NEXT Cable System and consist of undivided proportional interests as described in the marine segment described in Section 1.1 below, and in the terrestrial segments described in Section 1.3 below, in each case as illustrated in the diagram attached herewith as Annex-1.

1.1 **Marine Description:** Beginning at a point in the Pacific Ocean at the westerly limit of the City of Hermosa Beach, located approximately 3 nautical miles (3.45 statute miles) offshore at approximately coordinate 33° 50.757' N, 118° 27.721' W; the cable alignment will follow an east-northeasterly course through the following coordinates: 33° 50.860' N, 118° 27.310' W; 33° 51.357' N, 118° 26.267' W; 33° 51.500' N, 118° 25.796' W; thence to the seaward end of the Landing pipe at coordinate 33° 52.603'N, 118° 24.797'W; thence to the point of termination at the Landing Manhole situated on 25th Street at coordinate 33° 52.282'N, 118° 24.277'W.

1.2 **Landing Pipe Route Description:** Beginning at a point at the end of the landing pipe located approximately at coordinate 33°52'3.24"N, 118°24' 48.12"W in the Pacific Ocean and extending onshore to the Landing Manhole located at approximately the intersection of 25<sup>th</sup> Street and Hermosa Avenue (approximately coordinate 33°52'17.09"N, 118°24' 16.83"W) (“**Landing Manhole**”).

1.3 **Terrestrial Description:** A proportional interest in the terrestrial conduit system from the Landing Manhole thence easterly along 25<sup>th</sup> Street to Park Avenue; thence southerly along Park Avenue to 24<sup>th</sup> Place, thence easterly along 24<sup>th</sup> Place to the Greenbelt pathway, thence southerly along the Greenbelt pathway to 16<sup>th</sup> Street, thence easterly along 16<sup>th</sup> Street to the Power Feed Equipment (“PFE”) station located at 1601 Pacific Coast Highway, Hermosa Beach.

2. **Description of Assumed Obligations.** Assignee hereby expressly assumes and agrees to perform for the benefit of the City of Hermosa Beach all the obligations of Assignor associated with the Assigned Rights, including, but not limited to, all such obligations set forth in Section 4 (General Provisions) of the City Easement, including the assignment provisions under Section 4.13, and the payment provisions set

forth in Sections 2.5(1) and 2.6(1). Assignee acknowledges and agrees that Assignee has read and understands all terms and conditions of the City Easement.

3. **Further Action.** Assignor and Assignee hereby expressly covenant and agree to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all other such and further acts, assignments, transfers, assurances and instruments as the City of Hermosa Beach may reasonably request, including, but not limited to, the delivery of all such information specified in Section 4.13 of the City Easement, to assign and transfer the Assigned Easement Interest to Assignee and to assure to Assignee the continued possession, control and enjoyment of the Assigned Easement Interest as intended hereby and contemplated by this Assignment of Easement Rights and Obligations.

4. **Notices.** For purposes of Section 4.12 of the City Easement, all notices to Assignee shall be addressed as follows:

Pacific Carriage Limited Inc.  
Attn: Legal Department  
Level 5, Resimac House, 45 Johnston Street,  
Wellington 6011 New Zealand

4. **Release of Assignor.** Assignor shall be released from all Assigned Obligations upon the earlier of (a) the date that is thirty (30) days from delivery of a copy of this Assignment to the City of Hermosa Beach; or (b) the date of receipt of the approval of the City of Hermosa Beach, evidenced by its signature below.

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment this \_\_\_\_ day of \_\_\_\_\_, 2019.

**“Assignor”:**

**RTI Infrastructure, Inc.,  
a California corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Assignee”:**

**Pacific Carriage Limited Inc.,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signatures continued on next page]*

**APPROVED BY:**  
**CITY OF HERMOSA BEACH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

title: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX-1



Note: This figure is prepared for illustrative purposes only.

**RTI Infrastructure Facilities**