

**SIXTH AMENDMENT TO THE ENCROACHMENT AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND TATA COMMUNICATIONS (AMERICA) INC.
AND CONSENT TO ASSIGNMENT**

THIS SIXTH AMENDMENT TO THE ENCROACHMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND TATA COMMUNICATIONS (AMERICA) INC. AND CONSENT TO ASSIGNMENT ("Sixth Amendment") is dated February 17, 2026 (the "Execution Date"), but to be effective as of January 1, 2013 (the "Effective Date") by and between the **City of Redondo Beach**, a charter city and municipal corporation ("CITY") and **Tata Communications (America) Inc.**, a Delaware corporation ("TATA").

WHEREAS, the CITY and TATA, as successor in interest to Tyco Telecommunications (US) Inc., and formerly known as Tata Communications (US) Inc., have heretofore entered into that certain Encroachment Agreement dated December 17, 2002 and which is subject to five (5) separate, previous amendments (collectively, "TATA Encroachment Agreement"), thereby permitting the installation, operation and maintenance of certain telecommunications facilities within the CITY's public rights-of-way ("Facilities"); and

WHEREAS, TATA has requested the CITY's consent to the partial assignment of the TATA Encroachment Agreement to GU Holdings, Inc. ("GU"), as to that portion of the Facilities described in Schedule 2 attached to TATA's August 15, 2011, letter to the CITY entitled "Request for Consent to Assign the Encroachment Agreement"; and

WHEREAS, TATA has requested the CITY's consent to assign and sub-grant to GU those rights granted to TATA under the TATA Encroachment Agreement, as to that portion of the Facilities described in Schedule 3 attached to TATA's August 15, 2011, letter to the CITY entitled "Request for Consent to Assign the Encroachment Agreement"; and

WHEREAS, the CITY has considered TATA's request to consent to the above-referenced partial assignment, and to the sub-grant of joint use of that portion of the Facilities described in said Schedule 3 ("Sub-granted Facilities"), subject in part to (i) GU's execution of the GU Encroachment Agreement (defined below) setting forth the terms and conditions applicable to such joint use by GU, and (ii) the CITY and TATA's execution of this Sixth Amendment; and

WHEREAS, CITY and TATA now want to execute this Sixth Amendment to memorialize CITY's and TATA's respective obligations to one another for the period beginning on the Effective Date through the Execution Date (the "Prior Term"), and the remainder of the term, and otherwise agree to the terms set forth herein; and

WHEREAS, the CITY and GU are separately executing the Encroachment Agreement Between the City of Redondo Beach and GU Holdings, Inc., dated February 17, 2026 ("GU Encroachment Agreement").

NOW, THEREFORE, the CITY and TATA agree to amend the TATA Encroachment Agreement as follows:



11.3 TATA shall complete all necessary repairs within thirty (30) days of CITY's delivery of written notice that such damage is TATA's responsibility, or a reasonable longer period to complete the repair as may be agreed to by TATA and CITY (with such reasonable period not to exceed sixty (60) days); provided, however, should the City Engineer (or designee) determine that any such damage jeopardizes public health and safety, CITY may immediately perform all necessary public health and safety repairs and TATA will be responsible for the costs of such repairs to the extent such costs directly arise from repairs attributable to TATA's use, operation, maintenance, repair, or removal of the Network Facilities, and/or use of the Public Right-of-Way or Public Property on a joint and several basis with other users. Under no circumstances shall the City bear any costs associated with work required or performed under this Section.

11.3.1 If TATA fails to make any non-public health and safety repairs within such thirty (30) day period, or the reasonable longer period as may be agreed to by TATA and CITY, CITY may have repairs made with the cost being billed to and promptly paid by TATA.

11.3.2 If the repair cannot fully reverse such deterioration, CITY may require TATA to pay for the damage suffered as a result.

11.4 This obligation shall extend for one (1) year from the termination or earlier expiration of this Agreement, or one (1) year after the Network Facilities are conveyed to CITY pursuant to Section 8.6, whichever occurs first.

7. Delivery of Signing Bonus and All Subsequent Rental Fee Payments. The Signing Bonus and all subsequent Payments must be delivered to CITY at the following address:

City Of Redondo Beach
Attention: Finance Department
415 Diamond Street
Redondo Beach, CA 90277

All Payments are due and must be delivered to CITY on the first business day in January in each year.

Rental Fee Payments not delivered to CITY within five (5) business days of the due date are subject to a late payment fee (a "Late Fee") of ten percent (10%) of the amount then due. The Parties agree that such a Late Fee represents a fair and reasonable estimate of the costs CITY incurs by reason of late payment by TATA.



TATA COMMUNICATIONS (AMERICA) INC., a Delaware Corporation
(Two Corporate Signatures Required)

Troy Reynolds
Name (Print)

Matthew Ma
Name (Print)

Chief Legal & Compliance Officer
Title (an authorized signatory)

Vice President
Title (an authorized signatory)

Signature

Signature

Approved As To Form: LEGAL DEPARTMENT
By: <u>Ken Lebon</u>
Name: <u>Kenneth Lebon</u>
Date: <u> / / </u>
TC/LD//009-06  APPROVED FOR SIGNATURE



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WHEREAS, the CITY has considered TATA's request to consent to the above-referenced partial assignment, and to the sub-grant of joint use of that portion of the Facilities described in said Schedule 3 ("Sub-granted Facilities"), subject in part to (i) GU's execution of the GU Encroachment Agreement (defined below) setting forth the terms and conditions applicable to such joint use by GU, and (ii) the CITY and TATA's execution of this Sixth Amendment; and

WHEREAS, CITY and TATA now want to execute this Sixth Amendment to memorialize CITY's and TATA's respective obligations to one another for the period beginning on the Effective Date through the Execution Date (the "Prior Term"), and the remainder of the term, and otherwise agree to the terms set forth herein; and

WHEREAS, the CITY and GU are separately executing the Encroachment Agreement Between the City of Redondo Beach and GU Holdings, Inc., dated February 17, 2026 ("GU Encroachment Agreement").

NOW, THEREFORE, the CITY and TATA agree to amend the TATA Encroachment Agreement as follows:



1. Exhibit A to the TATA Encroachment Agreement is hereby deemed amended by the deletion of those Network Facilities (as that term is used in the TATA Encroachment Agreement), the rights of which to operate, maintain and repair have been assigned to GU Holdings, Inc., by TATA and the CITY consents to such assignment.

2. Notwithstanding any provision of the TATA Encroachment Agreement, GU is authorized by the GU Encroachment Agreement to jointly use the Sub-granted Facilities described in Exhibit A to the TATA Encroachment Agreement, subject to all terms and conditions of the GU Encroachment Agreement.

3. Notwithstanding Section 2 of the TATA Encroachment Agreement, the TATA Encroachment Agreement shall remain in effect for fifteen (15) years beginning January 1, 2013, and will continue thereafter on an annual basis until terminated by either Party upon no less than ninety (90) days prior written notice.

4. Pursuant to this Sixth Amendment, TATA agrees to pay a rental fee to the CITY in the amount of \$9.73 per annum per linear foot of duct or conduit contained within the CITY's rights-of-way for 2025, subject to the payment terms and annual percentage increase set forth in Section 7 of the TATA Encroachment Agreement. The parties agree that the length of duct or conduit for which compensation is required by this Section is 879 feet.

5. As additional and required consideration to induce into this Sixth Amendment and without which CITY would not enter into this Sixth Amendment, TATA shall pay CITY a Signing Bonus of One Hundred Forty-Two Eight Hundred Seventy-Seven and 89/100 Dollars (\$142,877.89) within thirty (30) days after TATA's receipt of this fully executed Sixth Amendment.

6. Section 11 of the Agreement is hereby deleted in its entirety and replaced in full to read as follows:

SECTION 11: DAMAGE TO PUBLIC RIGHTS-OF-WAY

11.1 TATA shall be responsible for all damage, ordinary wear and tear excepted, to CITY street pavements, existing utilities, curbs, gutters, sidewalks and all other Public Property or private property and facilities due to its use, operation, maintenance, repair or removal of the Network Facilities in Public Right-of-Way and/or Public Property, and shall repair, replace and restore in kind such damaged facilities at its sole expense.

11.2 Any premature deterioration of surface and subsurface improvements, such as pavement or concrete over the facilities or trench or adjacent area, or reduction in the life of the Public Right-of-Way and/or Public Property, normal wear and tear excepted, which directly results from TATA's acts or omissions, in connection with TATA's use, operation, maintenance, repair or removal of the Network Facilities, shall be the sole responsibility of TATA and remediated at TATA's sole cost and expense.



11.3 TATA shall complete all necessary repairs within thirty (30) days of CITY's delivery of written notice that such damage is TATA's responsibility, or a reasonable longer period to complete the repair as may be agreed to by TATA and CITY (with such reasonable period not to exceed sixty (60) days); provided, however, should the City Engineer (or designee) determine that any such damage jeopardizes public health and safety, CITY may immediately perform all necessary public health and safety repairs and TATA will be responsible for the costs of such repairs to the extent such costs directly arise from repairs attributable to TATA's use, operation, maintenance, repair, or removal of the Network Facilities, and/or use of the Public Right-of-Way or Public Property on a joint and several basis with other users. Under no circumstances shall the City bear any costs associated with work required or performed under this Section.

11.3.1 If TATA fails to make any non-public health and safety repairs within such thirty (30) day period, or the reasonable longer period as may be agreed to by TATA and CITY, CITY may have repairs made with the cost being billed to and promptly paid by TATA.

11.3.2 If the repair cannot fully reverse such deterioration, CITY may require TATA to pay for the damage suffered as a result.

11.4 This obligation shall extend for one (1) year from the termination or earlier expiration of this Agreement, or one (1) year after the Network Facilities are conveyed to CITY pursuant to Section 8.6, whichever occurs first.

7. Delivery of Signing Bonus and All Subsequent Rental Fee Payments. The Signing Bonus and all subsequent Payments must be delivered to CITY at the following address:

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8. Except as expressly modified and amended herein, the TATA Encroachment Agreement shall continue in full force and effect. The TATA Encroachment Agreement, together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth Amendment shall constitute the entire agreement between the parties and shall supersede all previous oral or written agreements between the parties concerning the subject matter herein. The provisions of this Sixth Amendment shall govern over any inconsistent provisions contained in the TATA Encroachment Agreement or any prior amendments.

9. The terms and conditions of this Sixth Amendment shall be binding upon the parties' assigns and successors in interest.

10. This Sixth Amendment may be modified or amended only by written instrument executed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment as of this 17th day of February, 2026.

CITY OF REDONDO BEACH, a Charter City and Municipal Corporation

James A. Light, Mayor

APPROVED AS TO FORM

Joy A. Ford, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

ATTEST:

Eleanor Manzano, City Clerk



TATA COMMUNICATIONS (AMERICA) INC., a Delaware Corporation
(Two Corporate Signatures Required)

Troy Reynolds
Name (Print)

Matthew Ma
Name (Print)

Chief Legal & Compliance Officer
Title (an authorized signatory)

Vice President
Title (an authorized signatory)

Signature

Signature

Approved As To Form: LEGAL DEPARTMENT
By: <u><i>Kenneth Lebon</i></u>
Name: <u>Kenneth Lebon</u>
Date: <u> / / </u>
TC/LD/009-06  APPROVED FOR SIGNATURE

