

VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

6 December 2016

Mr. Alan Bersin
Assistant Secretary for International Affairs & Chief Diplomatic Officer
U.S. Department of Homeland Security
Office of Policy
Washington, D.C. 20528

This Letter of Assurances ("LOA") outlines the commitments made by GU Holdings Inc. ("GU Holdings") to the U.S. Department of Homeland Security ("DHS"), in order to address national security, law enforcement, and public safety concerns raised with regard to GU Holdings' application to the Federal Communications Commission ("FCC") requesting authority to land and operate a fiber optic submarine cable system linking the United States and Brazil ("Monet Cable System").¹ The Monet Cable System is intended be a private, non-common carrier fiber optic cable directly linking the United States and Brazil.

GU Holdings has agreed to provide this LOA to DHS to address issues raised by DHS, and to jointly petition the FCC to condition the requested authorization on compliance with this LOA. Upon grant of the license, GU Holdings undertakes to comply with the following commitments:

1. Security Point of Contact

Within 60 business days of this LOA, GU Holdings shall nominate a resident U.S. citizen as Security Point of Contact (POC) for purposes of this LOA, as well as at least one alternate POC in the event the primary POC cannot be reached. The nominated POCs shall be subject to DHS review and non-objection, and may be subject to a background check. The POC, or alternate, shall be available 24 hours per day, 7 days per week, regarding any national security, law enforcement or public safety concerns that may be raised by DHS with respect to the Monet Cable System. The POCs shall be responsible for receiving and promptly effectuating any lawful inquiries or requests for information, and otherwise ensuring compliance with obligations set forth in this LOA. GU Holdings will notify DHS of any proposed change to a POC at least 10 business days in advance of such change. Any subsequently proposed POC shall be subject to DHS review and non-objection and may be subject to a background check.

2. Principal Equipment List

Within 60 business days of this LOA, GU Holdings shall provide a then-current Principal Equipment list.

¹ SCL-LIC-20150408-00008 Algar Telecom S/A ("Algar Telecom"), Angola Cables S.A. ("Angola Cables"), Administracion Nacional de Telecomunicaciones ("ANTEL"), and GU Holdings Inc. application for a license to land and operate a non-common carrier fiber-optic submarine telecommunications cable extending between the United States and Brazil.



For purposes of this LOA, "**Principal Equipment**" means the primary electronic components of the Monet Cable System, which includes the Domestic Communications Infrastructure and Wet Infrastructure. Principal Equipment includes network element servers, routers, switches, repeaters, submarine line terminal equipment (SLTE), system supervisory equipment (SSE), signal modulators and amplifiers, power feed equipment (PFE), tilt and shape equalizer units (TEQ/SEQ), optical distribution frames (ODF), branching units (BU), and synchronous optical network (SONET), synchronous digital hierarchy (SDH), wave division multiplexing (WDM), dense wave division multiplexing (DWDM), coarse wave division multiplexing (CWDM) or optical carrier network (OCx) equipment, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning of the Monet Cable System (with the exception of software used for common business functions; e.g., MS Office). This list should include available information identifying each item's manufacturer and the model and/or version number of any hardware; any vendors, contractors, or subcontractors involved in installing, operating, managing, or maintaining the Principal Equipment; and a description of each Principal Equipment item and the functions supported.

For purposes of this LOA, "**Domestic Communications Infrastructure**" or "**DCI**" means any portion of the Monet Cable System that is physically located in the United States up to the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of software used for common business functions; e.g., MS Office) used by or on behalf of GU Holdings for the Monet Cable System to provide, process, direct, control, supervise, or manage Domestic Communications, and Network Operations Center (NOC) facilities that may be used to control the Monet Cable System.

For purposes of this LOA, "**Domestic Communications**" means: (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.

For purposes of this LOA, "**Wet Infrastructure**" means hardware components installed and residing on the undersea portion of the Monet Cable System, including fiber optic cables, repeaters, branching units and routers (if any). Wet Infrastructure includes all the components used in order to define the topology of the undersea portion of the Monet Cable System.

3. Annual Report

On or before each anniversary of the effective date of this LOA, GU Holdings shall submit to DHS a report including the following information:

(a) An updated list of Principal Equipment, including identification of any material changes or upgrades to the system components or applications since the list was most recently provided to DHS;

(b) The names and contact information of the Security Point of Contact and an alternate POC for purposes of this LOA;

(c) A summary of any events occurring during the reporting period that, to the knowledge of GU Holdings, will or reasonably could affect the effectiveness of or compliance with this Agreement; and

(d) A detailed network map reporting any changes to the Monet Cable System's physical and logical topology during the reporting period, including the addition of new NOCs or cable landing stations.

4. Change in Control



If GU Holdings identifies any information that reasonably indicates that any single foreign entity or individual, other than those already identified in connection in the pending FCC application(s), has or will likely obtain an ownership interest (direct or indirect) in GU Holdings or the Monet Cable System above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or likely will otherwise gain either: (i) control as determined in accordance with 47 C.F.R. § 63.09(b); or (ii) de facto or de jure control of GU Holdings, then GU Holdings shall provide notice in writing to DHS within ten (10) business days. Notice under this Section shall, at a minimum:

- (a) Identify the entity or individual(s) (specifying the name, addresses, and telephone numbers of the entity);
- (b) Identify the beneficial owners of any such increased or prospective increased ownership interest in GU Holdings or the Monet Cable System by the entity or individual(s) (specifying the name, addresses, and telephone numbers of each beneficial owner); and
- (c) Quantify the amount of ownership interest that the entity or individual(s) has or will likely obtain in GU Holdings or the Monet Cable System, if applicable, or, if not, the basis for their prospective control of GU Holdings or the Monet Cable System.

5. Change in Services or Cable Operations

GU Holdings agrees that it will notify DHS in writing at least 30 calendar days prior to implementing any significant changes to its provision of communications services or the operations of the Monet Cable System such that the material representations made in the pending FCC Application(s) and associated materials are no longer fully accurate, true and complete.

6. USG Consultation and Visitation

GU Holdings agrees to meet and confer with DHS and consider any concerns DHS may raise about materials submitted pursuant to this LOA.

GU Holdings agrees to negotiate in good faith to resolve any national security, law enforcement or public safety concerns DHS may raise with respect to any matters set forth in this LOA.

GU Holdings agrees that upon reasonable advance notice and subject to applicable law, DHS may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA. During such visits, GU Holdings will cooperate with the lawful requests of DHS (or its designee) to make available information, facilities and personnel.

This LOA shall inure to the benefit of, and shall be binding upon, GU Holdings and its respective successors, assigns, subsidiaries, and affiliates. GU Holdings agrees that in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DHS may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to GU Holdings or any successors-in-interest.

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GU Holdings understands that, promptly upon execution of this letter by an authorized representative or attorney for GU Holdings, DHS shall notify the FCC that it has no objection to the FCC's grant of the pending application.

This LOA is executed on behalf of GU Holdings:

GU Holdings Inc.

Date: 12/6/2016

By: 
Austin Schlick
President

