

TELECOMMUNICATIONS COMMISSION
TURKS AND CAICOS ISLANDS
LICENCE ISSUED UNDER SECTION 13 OF
THE TELECOMMUNICATIONS ORDINANCE 2004
TO OPERATE A C & Ku-BAND SATELLITE EARTH STATION

The Minister grants to the Licensee named below a Licence to operate the earth station in order to facilitate communications service between the United States Federal Aviation Administration (FAA) installations in Grand Turk, Turks and Caicos Islands, and their air traffic control systems in Miami, Florida, USA, subject to the conditions in this Licence, lawful instructions of the Commission and all other applicable laws and regulations of the Turks and Caicos Islands.

REFERENCE: Letter Decision 2007 – 2 August, 2007

THE LICENCEE: Harris Corporation.

ADDRESS: 1025 West NASA Boulevard
Melbourne, Florida
U.S.A. 32919

CONDITIONS OF THE LICENCE

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence and the Conditions, the Expressions set out below have the meaning given to them below:

- (a) **“Ordinance”** means the Telecommunications Ordinance 2004;
- (b) **“TCITC or Commission”** means the Turks and Caicos Islands Telecommunications Commission established under the Ordinance;
- (c) **“Conditions”** means the conditions contained in this Licence, as supplemented or amended from time to time;
- (d) **“Licensed Services”** means those services described in Condition 2.1;
- (e) **“Message”** means any speech, sound, data, signal, writing, visual image or video or any combination of these communications;
- (f) **“Regulatory Deadline”**, in respect of all regulatory compliance matters, means March 31 of each year and, if March 31 falls on a Saturday, Sunday or government holiday, the next business day;

1.2 Expressions that are defined in the Ordinance have the same meaning when used in this Licence and the Conditions.

1.3 In the Licence and the Conditions, unless the context indicates a contrary intention:

- (a) references to Conditions, paragraphs, subparagraphs and schedules are to Conditions, paragraphs, subparagraphs of, and to the schedules to, the Licence as modified from time to time in accordance with the Conditions or the Ordinance;
- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions and a reference is made to that document, as modified from time to time.

2. NATURE AND SCOPE OF LICENCE

2.1 The services to be provided and the specifications of the equipment to be used in providing the services are as set out in Appendix I to this licence.

- 2.2 The Licence is personal to the Licensee. The Licensee shall not without the prior written consent of the Commission, sub-Licence, assign or grant any right, interest or entitlement in the Licence to any other person or transfer or dispose of any of its assets that are necessary to provide any service that the Licensee is obliged to provide under this Licence, unless such assets have adequately been replaced.

3. LICENCE TERM

- 3.1 The Licence shall continue in force for 15 years, or until revoked by the Commission or surrendered by the Licensee.
- 3.2 The licence may be renewable on terms and conditions pursuant to Section 21 of the Ordinance.

4. FEES

- 4.1 The Licensee shall pay the Spectrum fees of \$6000 per year on terms and conditions established in accordance with the Spectrum Fee Regulations 2005 (as may be amended) .
- 4.2 The Licensee shall abide by any and all authorized spectrum relocation or diminution as required and regulated by the Commission.
- 4.3 The Licensee shall pay the Regulatory Fees of \$4000 per year, in accordance with section 46 of the Telecommunications Ordinance and the Regulations established thereunder, as may be modified from time to time.
- 4.4 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this License.

5. CODES OF PRACTICE

The Licensee shall observe any code of practice duly issued from time to time by the Commission as a code of good practice.

6. TECHNICAL REGULATION

The Licensee shall comply with all instructions issued by the Commission in relation to:

- (a) technical standards relating to telecommunications systems or telecommunications equipment;

- (b) procedures for testing telecommunications systems or telecommunications equipment; and
- (c) marking requirements for equipment.

7. REVOCATION OR SUSPENSION OF LICENCE

This License may be revoked or suspended:

- (a) pursuant to the terms of section 52 of the Ordinance; or
- 7.1 (b) if the Licensee fails to pay its annual License fee.

8. TERMINATION

In addition to any relevant provision under the Ordinance, this Licence may be terminated upon notice by the Commission to the Licensee:

- (a) If the Licensee fails to comply with section 20 of the Ordinance;
- (b) If the Licensee shall be dissolved or go into liquidation otherwise than for the purpose of solvent reconstruction (with the consent in writing of the Minister first had and obtained, which shall be within the Minister's absolute discretion), or shall become insolvent, or shall cease to carry on a telecommunications business;
- (c) Where the licensee fails to pay the relevant regulatory or license fees; or
- (d) Where the Commission deems that there is, or is likely to be, a risk to national security.

9. MATTERS OF NATIONAL INTEREST

9.1 The Licensee shall, in connection with provision of the Licensed Services:

- (a) take reasonable steps to prevent any of them from being used in, or in relation to, the commission of offences against the laws of the Turks and Caicos Islands; and
- (b) give officers and authorities of the Government such help as is reasonably necessary in the public interest and in the interests of national security.

10. PROVISION OF INFORMATION

- 10.1 For the purpose of monitoring the Licensee's compliance with the Licence or the Ordinance, or exercising the functions assigned to the Commission by law, the Licensee shall provide to the Commission (in the manner and at the times reasonably required by the Commission) any document, accounts, returns, estimates, reports or other information required by the Commission;
- 10.2 The Licensee may request that particular information provided by the Licensee be protected as confidential information; however, the Commission shall decide whether to protect any such information from disclosure, taking account of any submissions in support of confidentiality made by the Licensee.
- 10.3 The Commission may use and disclose information provided by the Licensee under the following conditions:
- (a) in compiling statistics and publishing periodic reviews of industry performance that include those statistics;
 - (b) in the course of exercising the functions assigned to the Commission by law; and
 - (c) as required by law or legal process.
- 10.4 The Licensee shall notify the Commission of the occurrence of any fact or event likely to materially affect the Licensee's ability to comply with any Condition immediately upon the Licensee becoming aware of the event.

11. SANCTIONS FOR BREACH OF LICENCE

- 11.1 If the Commission has any reason to believe that a Licensee has failed to comply with any Condition, the Commission may serve a written notice on the Licensee:
- (a) specifying how the Licensee is failing to comply with the Condition or Conditions concerned; and
 - (b) affording the Licensee concerned an opportunity to make representations about the alleged breaches within twenty-eight (28) days of the date of the notice or such further period as the Commission deems reasonable or, in emergency, forthwith.

11.2 If, after consideration of any representations of the Licensee concerned or others affected, the Commission is satisfied that the Licensee has failed to comply with a Condition, the Commission may serve a notice on the Licensee:

- (a) specifying how in the Commission's opinion, the Licensee is failing to comply with any Condition specified in the notice; and
- (b) stating that unless the Licensee takes specified steps to remedy the failure within the period specified in the notice, the Commission may take any one of the actions ("Sanctions") listed below in respect of that Licensee:
 - (i) publicly censure the Licensee concerned;
 - (ii) suspend the Licence;
 - (iii) fine the Licensee concerned; or
 - (iv) revoke the Licence,

and may publish the notice and may thereafter exercise the relevant Sanction on written notice if the Licensee fails to comply with the notice.

11.3 Following an application by the Licensee, supported by written submissions, the Commission may withdraw any notice given under Condition 11.2 by a further notice if the Commission is satisfied that this is justified because of the Licensee's conduct since the date of the notice given under Condition 11.2.

12. MODIFICATION

Any modification to this Licence shall be made in accordance with section 12 of the Ordinance and any other requirements under applicable law.

13. ASSIGNMENT OR TRANSFER OF LICENCE

The licence or any right granted hereunder shall not be assigned or otherwise transferred except in accordance with Section 20 of the Ordinance.

14. NOTICES

14.1 Any notice or notification under the Conditions shall be:

- (a) in writing;

- (b) addressed to the recipient at the address for service of notice specified for the recipient in Condition 15, as amended by notice given in accordance with this Condition; and
- (c) left at or sent by prepaid post to that address, or sent by facsimile to the facsimile number identified in the Schedules to this Licence.

14.2 A notice given in accordance with Condition 14.1 is received:

- (a) if left at the recipient's address, on the date of delivery;
- (b) if sent by prepaid post, 2 days after the date of posting; and
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission.

15. NOTICES

The Licensee:

Harris Corporation
c/o Misick & Stanbrook
Richmond House, PO Box #127
Leeward Highway,
Providenciales, TCI

The Commission:

Turks and Caicos Islands
Telecommunications Commission
Business Solutions Complex
Leeward Highway
Providenciales
Turks and Caicos Islands

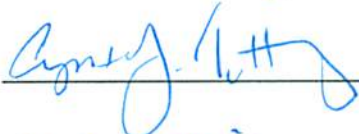
ATTESTATION CLAUSES

Signature:  _____

Name: JEFFREY CRISTOVAL HALL

Minister of
Communications, Works
and Utilities of the
Government of the Turks &
Caicos Islands

ACCEPTED AND CONFIRMED:

Signature:  _____

Date: 1/29/08

Name: Cynthia J. Tiffany

Authorized to sign on behalf of

Capacity: Manager, Contracts

HARRIS CORPORATION

APPENDIX I

Harris Corporation – Networks and Services to be Provided

Licence Type: Type B Fixed Wireless

Description:

The basic function of the satellite terminal is to provide communications service between the Federal Aviation Administration (FAA) Remote Communications Air/Ground (RCAG) and the Air Traffic Control Beacon Interrogator (ATCBI) installations in Grand Turk, and the Air Route Traffic Control Center (ARTCC) in Miami, Florida, USA. The service provides communications for En Route Communications Service (ECOM), FSS Radio Communications Service (FCOM), Data Multiplexing Network (DMN) and dedicated administrative voice circuits between these facilities.

There is only one customer for this service – the FAA. The satellite terminal directly interconnects with the FAA systems and will not use any infrastructure sharing. The launch date anticipated for the service is 1 February 2008.

Equipment to be used:

The earth terminal will comprise a 2.4 meter diameter parabolic antenna fixed to a concrete pad. The antenna installation will include all necessary power and ground distribution equipment. The antenna installation will include outdoor rated transmit and receive equipment. The terminal will include indoor rack mounted equipment to include modems, multiplexers and monitoring equipment. The communications equipment is configured for fault redundancy.

Technical Specifications

1. Antenna Manufacturer: Prodelin
2. Operating voltage: 120 VAC 60 Hz
3. Model Number: 2244
4. Transmit frequency: 6.175 MHz
5. Receive frequency: 4.0 MHz
6. Transmit power: 0.47W
7. EIRP: 37.66 dBw
8. Type of Antenna: 2.4 meter parabolic, SCPC
9. Height of Antenna: 5.0 meters
10. Altitude of site: 3.0 meters
11. Antenna Polarization: Horizontal TX, Vertical RX
12. Modulation type: QPSK

- 13. Data transmission rate: 461 Kbps
- 14. RF Channel bandwidth: 399.0 KHz

Conformance with Standards: All equipment complies with FCC, NEC and FAA requirements.

Source and Availability: All materials will be provided by Globecomm Systems Inc., 45 Oser Ave., Hauppauge, NY 11788

Network Security and resilience: The earth terminal will be contained within facilities that are secured and controlled by the FAA.

Environmental Impact:

Maximum EIRP Density toward the Horizon (in dBW/4kHz) ... - 23.22 dBW/4KHz

Maximum WIRP Density per carrier: -23.202 dBW/4KHz --- FCC Limit = -2.8 dBW/4KHz.