

**GOVERNMENT OF THE TURKS AND CAICOS ISLANDS**

**THE INTERNATIONAL SUBMARINE CABLE LANDING  
AND VOICE/DATA/TRANSIT CARRIER LICENSE**

**DATE: November 28, 2007**

**LICENSEE: COLUMBUS NETWORKS LTD**

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## **GOVERNMENT OF THE TURKS AND CAICOS ISLANDS TELECOMMUNICATIONS LICENSE**

**THIS TELECOMMUNICATIONS LICENSE** (The License) dated the 28th day of November Two Thousand and Seven is issued by the Honourable **JEFFREY CHRISTOPHER HALL**, Minister of Communications, Works Utilities and Housing of the GOVERNMENT OF THE TURKS AND CAICOS ISLANDS of Government Compound, Grand Turk, Turks and Caicos Islands, British West Indies ("the Minister", which expression shall include his successors) to **COLUMBUS NETWORKS LTD. (formerly New World Networks)**, c/o 15950 West Dixie Highway, North Miami Beach, Florida, USA 33162 ("the Licensee"), which expression shall include its permitted successors and assigns).

### **WHEREAS:**

- A. The Government of the Turks and Caicos Islands is committed to facilitating a fully liberalized and competitive telecommunications sector in the Turks and Caicos Islands to secure lower prices and high quality service and encourage the rapid deployment of new telecommunications technologies for the people of the Turks and Caicos Islands;
- B. The Licensee owns the majority interest in the submarine cable system called the Americas Region Caribbean Ring System ("ARCOS 1");
- C. The Licensee will use ARCOS 1 to carry telecommunications of other Carriers to, between and beyond points in or reached via Commonwealth of the Bahamas, Belize, Columbia, Costa Rica, Curacao, the Dominican Republic, Guatemala, Honduras, Mexico, Nicaragua, Panama, Puerto Rico, Turks and Caicos, Venezuela and the United States of America; and
- D. Consistent with the goal of liberalization of the Telecommunications Market in the Turks and Caicos Islands, it is intended that this licence shall confer rights on the Licensee in respect of allowing Carriers to interconnect directly with ARCOS 1 which will be used to facilitate the provision of telecommunications services.

### **1. AUTHORITY AND CITATION**

1.1. This License is issued by the Minister to the Licensee in accordance with section 13 (Grant of License) and Section 9(3) (Belonger Control) of the Telecommunications Ordinance 2004, on terms and conditions as recommended by the Telecommunications Commission of the Turks and Caicos Islands.

1.2. This License may be cited as "The International Submarine Cable Landing and Voice/Data/Transit Carrier Columbus Networks License 2007."

## 2. INTERPRETATION

2.1. In this License, unless the context requires otherwise:

**“The Ordinance”** means the Telecommunication Ordinance 2004, any subsequent amendments thereto or other legislation which has the effect of repealing the Ordinance, and includes regulations and rules made pursuant to the Ordinance:

**“Commencement date”** means the date on which this License comes into force;

**“Carrier”** means a person who has been granted a license under the Ordinance to own and operate a telecommunications network.

**“Force Majeure”** means causes that are beyond the reasonable control of the Licensee, including, but not limited to war, warlike operations, terrorist activities, civil commotion, strikes, fire, flood, tempest or disaster

**“License”** means “The International Submarine Cable Landing and Voice/Data/Transit Carrier Columbus Networks License 2007” and its schedules.

**“Licensed Facilities”** means the Facilities described in Schedule 1.

**“Licensed Services”** means the services described in Schedule 2.

**“Licensee”** means COLUMBUS NETWORKS LTD and any successors or assigns of that person.

**“Universal Service Fund”** means the fund that may be established pursuant to Section 29(5) of the Ordinance.

**“Minister”** means the Minister responsible for Communications.

**“Telecommunications”** means any form of transmission, emission, or reception of signs, text, images and sounds or other intelligence of any nature by wire, radio, optical or other electro magnetic means.

**“Telecommunications apparatus”** means apparatus designed or adapted for use in conveying, emitting, receiving, switching or transmitting messages over a telecommunications network.

**“Telecommunications Network”** means any wire, radio, optical, or other electromagnetic system used to route, switch, or transmit telecommunications.

**"Telecommunications Service"** means a service consisting of-

- (a) conveying, emitting, receiving, switching or transmitting messages or having messages conveyed, emitted, received, switched or transmitted, by means of a telecommunications system; and
- (b) installing, maintaining, adjusting, repairing, altering, moving, removing or replacing telecommunications equipment which may be connected to a telecommunications system.

**"The Commission"** means the Turks and Caicos Telecommunications Commission as established under the Telecommunications Ordinance 2004.

2.2. Any word, phrase or expression used in this License shall, unless the context requires otherwise, have the same meaning as it has in the Telecommunications Ordinance and the Regulations.

2.3. Words importing the singular shall include the plural and vice versa. All references to legislation shall be deemed to refer to such legislation as amended or re-enacted from time to time.

### 3. GRANT

3.1. The Licensee is authorized to operate the Licensed Facilities during the term of this License and subject to the provisions of the Ordinance, their Construction and Maintenance Agreement, this license (including Schedules 1, 2 and 3) and any other relevant law.

3.2. This Licensee is authorized to connect to:

- any telecommunications apparatus in accordance with applicable requirements;
- any equipment approved for connection in accordance with the Telecommunications Ordinance; and
- any telecommunications network outside the Licensed Area.

3.3. The Licensee is hereby authorized to facilitate the provision of the Licensed Services to other Licensees in accordance with the Ordinance and this License.

3.4. In no event does this License grant any right to operate any telecommunications network within the licensed area.

3.5. This License supersedes all previous Licenses, permits or undertakings and authorizations granted to the Licensee by the Minister.

3.6. For the avoidance of doubt, nothing in this License grants to the

Licensee the right to establish or operate any telecommunications network within the Turks and Caicos Islands.

**4. CONDITIONS**

4.1. This License is granted subject to the Ordinance, their Construction and Maintenance Agreement and the conditions specified in the Schedules hereto.

**5. COMMENCEMENT, DURATION AND RENEWAL OF LICENSE**

5.1. This License shall take effect on 28 November, 2007 and shall be for a period of fifteen years, which term shall commence on the signing of this agreement and shall expire fifteen years from that date, unless it previously lapses in accordance with the terms, or suspended or revoked in accordance with a condition contained in this license or under the Ordinance and Regulations.

5.2. This License may be renewable on terms and conditions pursuant to Section 21 of the Ordinance.

**6. FEES**

6.1. The Licensee shall pay to the Commission, pursuant to Sections 11 and 12 of the Ordinance, an annual fee of \$US25, 000.00 for the first three (3) years of the license period, after which it shall pay the applicable fee set out in the relevant fee schedule as may be amended from time to time.

6.2. At the end of the three year period described in section 6.1, the Licensee shall also pay Regulatory Fees in accordance with section 46 of the Ordinance and the Regulations established thereunder, such fees being payable on the anniversary of the Commencement date of this license.

**7. REVOCATION OR SUSPENSION OF LICENSE**

7.1. This License may be revoked or suspended pursuant to the terms of section 52 of the Ordinance; or

7.2. The Licensee fails to make its annual License fee

7.3. The Licensee fails to contribute to the Universal Service Fund should one be established by the Commission.

**8. TERMINATION**

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

(a) If the Licensee fails to comply with section 20 of the Telecommunications 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. EMERGENCIES**

9.1. The Licensee shall provide access to emergency telecommunications services by means of the Licensed Networks, as the Commission may prescribe.

## **10. DOMINANCE**

10.1. The Commission may make a determination that a Licensee is dominant in relation to the establishment, operation or maintenance of telecommunications service in accordance with Section 16 of the Telecommunications Ordinance and the Interconnection and Access to Telecommunications Facilities Regulations 2005.

10.2. Where the Licensee has been declared dominant by the Commission under subsection (1) of Section 16 of the Ordinance, the Licensee may subsequently apply to the Commission to be classified as not dominant.

10.3. To the extent that the Licensee is classified as dominant in relation to the establishment, operation and maintenance of some or all telecommunications services in the Licensed Area, the Commission may amend the License to include additional terms and obligations in accordance with section 17 and 18 of the Ordinance.

## **11. UNIVERSAL SERVICE FUND**

11.1. The Commission may in accordance with section 29 of the Ordinance and Regulations establish a Universal Service Fund and arrange for the administration of the Fund.

11.2. If the Commission establishes a Universal Service Fund, the Licensee shall contribute to the fund by making any and all payments for the purpose of funding the Universal Service in accordance with the Ordinance and Regulations.

## **12. NON-DISCRIMINATION AND FAIR TRADING**

12.1. The Licensed Services shall be provided by the Licensee on an arm's length commercial basis with respect to the Licensee and any and all of the bodies corporate with which it is affiliated. This Clause 12 shall not prevent the Licensee from negotiating favourable accounting and settlement rates services with any body

corporate with which it is affiliated in any other jurisdiction, for the benefit of users in the Turks and Caicos Islands, provided that Licensee, and any of its affiliates, make such rates available to similarly situated third parties in the Turks and Caicos Islands with which Licensee, or such affiliates, have entered into arrangements to exchange or terminate international telephone traffic.

12.2. In providing the Licensed Services the Licensee shall not discriminate as between similar types of users and shall offer the Licensed Services on the same terms and conditions to similar types of users.

12.3. The Licensee shall permit the attachment of equipment to its Licensed Networks in a non-discriminatory manner and in compliance with Part V (Technical Regulations) of the Ordinance.

12.4. The Licensee shall not engage in anti-competitive pricing and other similar practices or any other activities, whether by act or omission, which have, or are intended to or likely to have, the effect of unfairly preventing, restricting or distorting competition in any market for the Licensed Services

12.5. Without limiting the generality of Clause 12.4 above, any act or omission which leads, or is likely to lead, to a substantial lessening of competition in the market for any telecommunications network or telecommunications service is prohibited. The Commission will issue Guidelines describing, or may otherwise determine, what constitutes a substantial lessening of competition and the procedures for assessing it.

12.6. Any personal information that the Licensee obtains from or about a Carrier in connection with the operation of a Licensed Network or the provision of a Licensed Service may be used in connection with the operation of such Licensed Network or the provision of such Licensed Service only as provided for in this License and Section 15 of the Ordinance.

12.7. The Licensee may only cease provision of any telecommunications service as a remedy for non- or partial payment by the Carrier of that service of amounts on the same bill for other telecommunications services provided by the Licensee, or any of its affiliates, provided that any amounts paid are insufficient to meet the debt owed for that service.

12.8. The Licensee shall account for costs and keep such books of accounts and, where Regulations prescribe the manner in which such books are to be kept, shall keep such books of accounts in accordance with such Regulations.

12.9. The Licensee shall refrain from impairing or terminating the telecommunications service provided to a Carrier during a bona fide dispute, without the prior written approval of the Commission, except that the Licensee may (a) in respect of a billing dispute, collect from any such Carrier amounts that are not in dispute; (b) in respect of customer premises equipment attached to any Licensed Network in contravention of the Ordinance, disconnect any equipment that is unsafe for a user, is not in compliance with international standards or that poses a risk of physical harm to such Licensed Network; and (c) enforce the terms of its Carrier agreement, provided that such terms do not incorporate matters that are the subject



of any Regulations.

**13. ASSIGNMENT OR TRANSFER OF LICENSE**

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

**14. INTERCONNECTION**

14.1. The Licensee shall comply with Section 23 – 25A of the Ordinance and the Interconnection and Access to Telecommunications Facilities Regulations 2005.

14.2. With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant the Licensee shall be required to provide interconnection to another Licensee in accordance with section 22 of the Ordinance.

14.3. With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant respectively; the Commission may issue instructions to the Licensee in accordance with section 23 of the Ordinance.

14.4. With respect to any Licensed Network for which the Licensee has been classified as dominant, the Licensee shall make available on a timely basis, as the Commission may prescribe, to other carriers or service providers, such technical information as the Commission may determine regarding such Licensed Network, including planned deployment of equipment, and other information relevant to such other carrier's or service provider's network or services.

**15. INFORMATION**

15.1. The Licensee shall provide the Commission with such relevant accounting, financial, costs, technical and other information concerning any Licensed Services as the Commission may reasonably request to enable the Commission to carry out its functions under the Telecommunications Ordinance.

15.2. Subject to Clause 17.1, the Licensee shall provide to the Commission their financial information in accordance with Section 14 ( c ) and ( g ) of the Telecommunications Ordinance 2004 and the Regulations subject to Section 7 of the Telecommunications Ordinance 2004.

**16. CONFIDENTIALITY**

16.1. The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:

- i. Confidential, personal and proprietary information obtained in the course of its

business from any Carrier, where such information originates from any such Carrier;

ii. Any information regarding usage of a Licensed Network of the Carriers or a Licensed Service of the Carriers; or

iii. Information received or obtained in connection with the operation of a licensed network of the Carriers or the provision of a Licensed Service of the Carriers;

- unless the Carrier has given its consent to such use or disclosure or such disclosure is required under any law.

16.2. Notwithstanding Clause 16.1, the Licensee is permitted to use information to operate its Licensed Services, bill and collect charges, protect its rights or property or prevent Carriers, other operators or service providers from the fraudulent use thereof.

## **17. FORCE MAJEURE AND SERVICE INTERRUPTIONS**

17.1. The Licensee shall not be in breach of this License, if and solely to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

17.2. If, at any time, the Licensee anticipates that any Licensed Network or Licensed Service will become, or a Licensed Network or a Licensed Service becomes, interrupted for any significant period (which period means a period in excess of three (3) hours during any business day), the Licensee shall give notice to all affected Carriers by all reasonable means, including individual notification.

17.3. During a period of interruption, the Licensee shall use all reasonable endeavours to provide service on a provisional basis.

## **18. NOTICES**

18.1. Notice may be given hereunder by the Minister or the Licensee by facsimile, hand delivery or courier and addressed to their respective addressees as follows:

The Minister: Ministry of Communications,  
Works and Utilities  
Pond Street  
Grand Turk  
Turks & Caicos Islands

Attention: Permanent Secretary

**And:** Fax No: (649) 946- 2740  
The Director General  
Telecommunications Commission  
Business Solutions Centre, Leeward Highway  
Providenciales  
Turks and Caicos Islands  
  
Attention: The Director General  
Fax No: (649) 946 1119

**The Licensee:** Columbus Networks Ltd  
C/O Columbus Networks USA Inc.  
15950 West Dixie Highway  
North Miami Beach, FL 33162, USA  
Attention: Paul Scott, President and COO  
Fax No: +1786 274 7400

Or any other addresses or fax numbers of which the Minister or the Licensee shall have notified the other of them in writing. Notices shall be deemed to have been received, in the case of facsimile, at the time of dispatch (or if the day of dispatch is not a business day, on the next following business day); in the case of courier, on the business day after dispatch' and in the case of hand delivery, when delivered (or if the day of delivery is not a business day, on the next following business day).

## **19. COMPLIANCE AND DISPUTE RESOLUTION**

19.1. The Minister and the Commission may, where the Licensee has violated any provision of the Telecommunications Ordinance or the Regulations, or breached any provision of this License, take any action authorised by law.

19.2. If the Licensee disputes any action taken or not taken by the Minister or the Commission with respect to this License, the Licensee may pursue such rights as it has under section 53 and 54 of the Telecommunications Ordinance, the Regulations or any other law.

## **20. GOVERNING LAW**

20.1. This License shall be construed and interpreted in accordance with the laws of the Turks and Caicos Islands; and all matters relating hereto shall be determined by the courts of the Turks and Caicos Islands.

**21. GENERAL**

21.1. The Licensee shall comply in all material respects with the Ordinance and all rules and regulations made pursuant to the terms and conditions of the Ordinance.

21.2. If a provision of or part to this License, is deemed unlawful or unconstitutional; the remainder of this License shall remain valid and enforceable and the Minister and the Licensee shall negotiate in good faith to substitute for such unlawful or unconstitutional provision consistent with the original intention of the parties.

21.3. To the extent that this License refers to specific parts or sections of the Ordinance, such part or sections shall be deemed renumbered in this license according to any such renumbering of those parts or sections in the Ordinance, as a result of amendment or repeal of that Ordinance.

## **SCHEDULE 1 - LICENSED FACILITIES**

ARCOS - 1 is a twenty four segment submarine fiber-optic cable system linking Turks and Caicos with the Bahamas, Dominican Republic, Puerto Rico, Curacao, Venezuela, Colombia, Panama, Costa Rica, Nicaragua, Honduras, Guatemala, Belize, Mexico and Florida. The system consists of six STM-16 optical channels, and functions with totally duplicated terminal equipment in a 4 fiber ring which provides a self-healing protective function.

The ARCOS – 1 Turks and Caicos sub-segment consists of cable landing, cable station and equipment at the system interface level. The routing of the cable system and the system landing site is described below:

- Figure 1: LANDING POINTS
- Figure 2: ROUTE MAP
- Figure 3: LANDING SITE

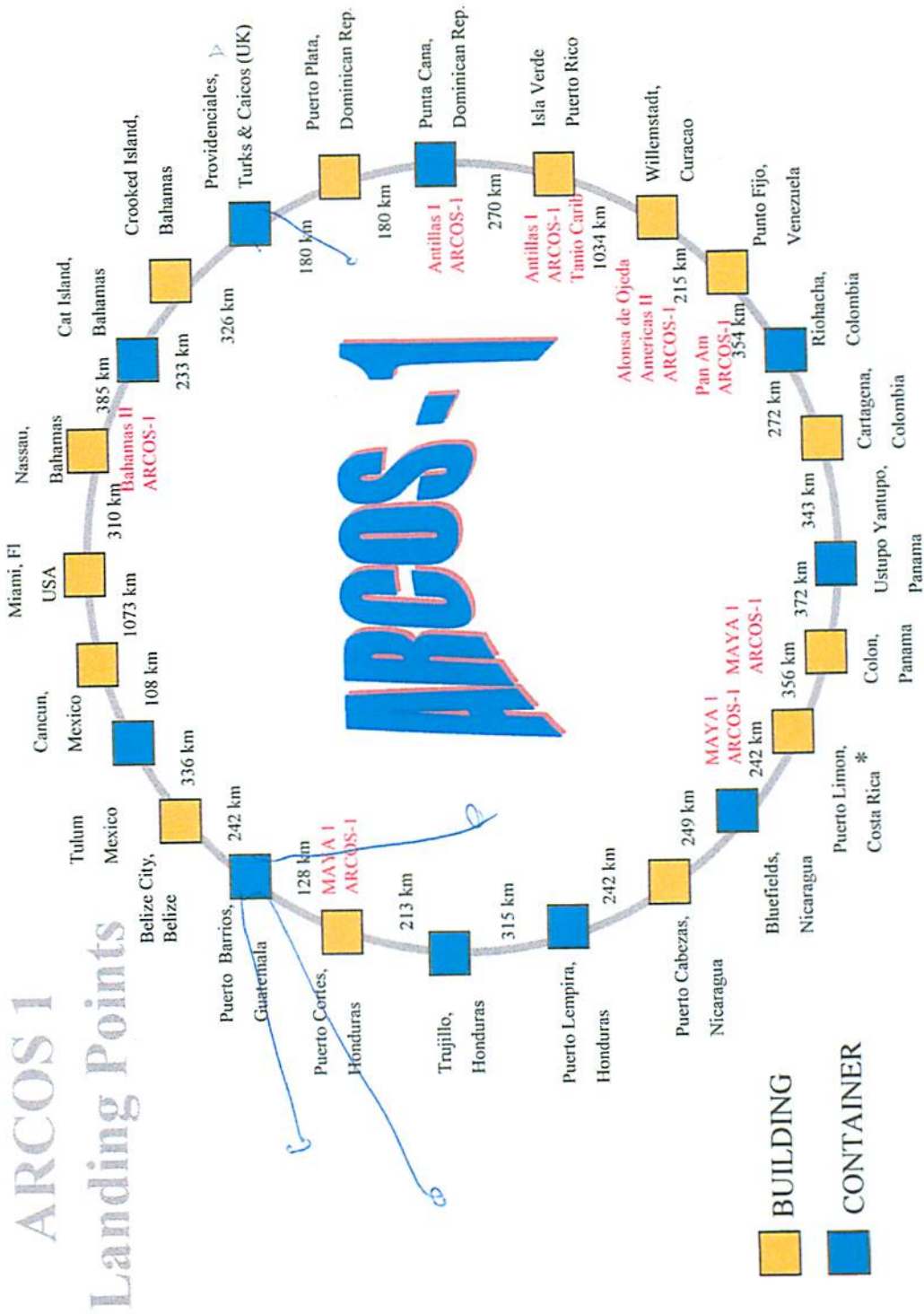
The Licensee is authorized pursuant to this License to operate the following Licensed Facilities:

Cable landing stations, submarine fiber optic cables in Turks and Caicos Islands waters, terrestrial fiber cables in Turks and Caicos Islands, telecommunications point of presence, co-location facilities, and cross-connect facilities, telecommunications cable landing points and buildings and conduits to house these facilities.

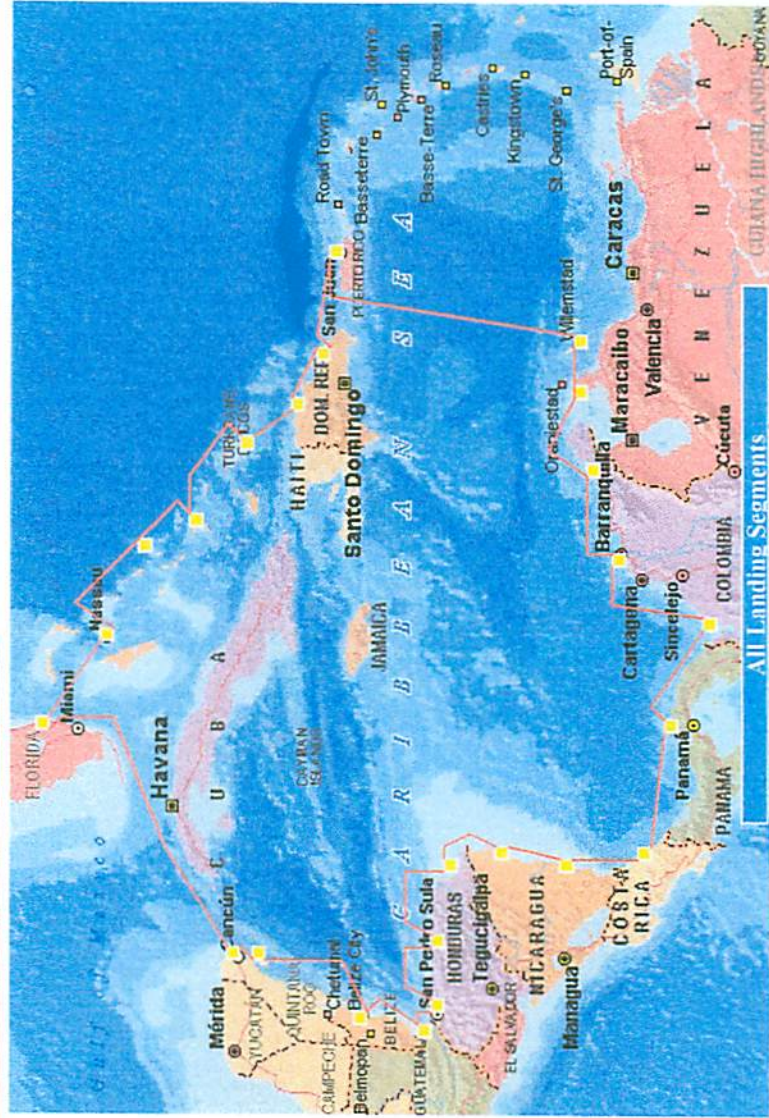
Such facilities comprising a network for the provision of all specified services to other carriers or service providers Licensed under Section 13 of the Ordinance, including, for the avoidance of doubt, subscription television operators and Licensees, to or from:

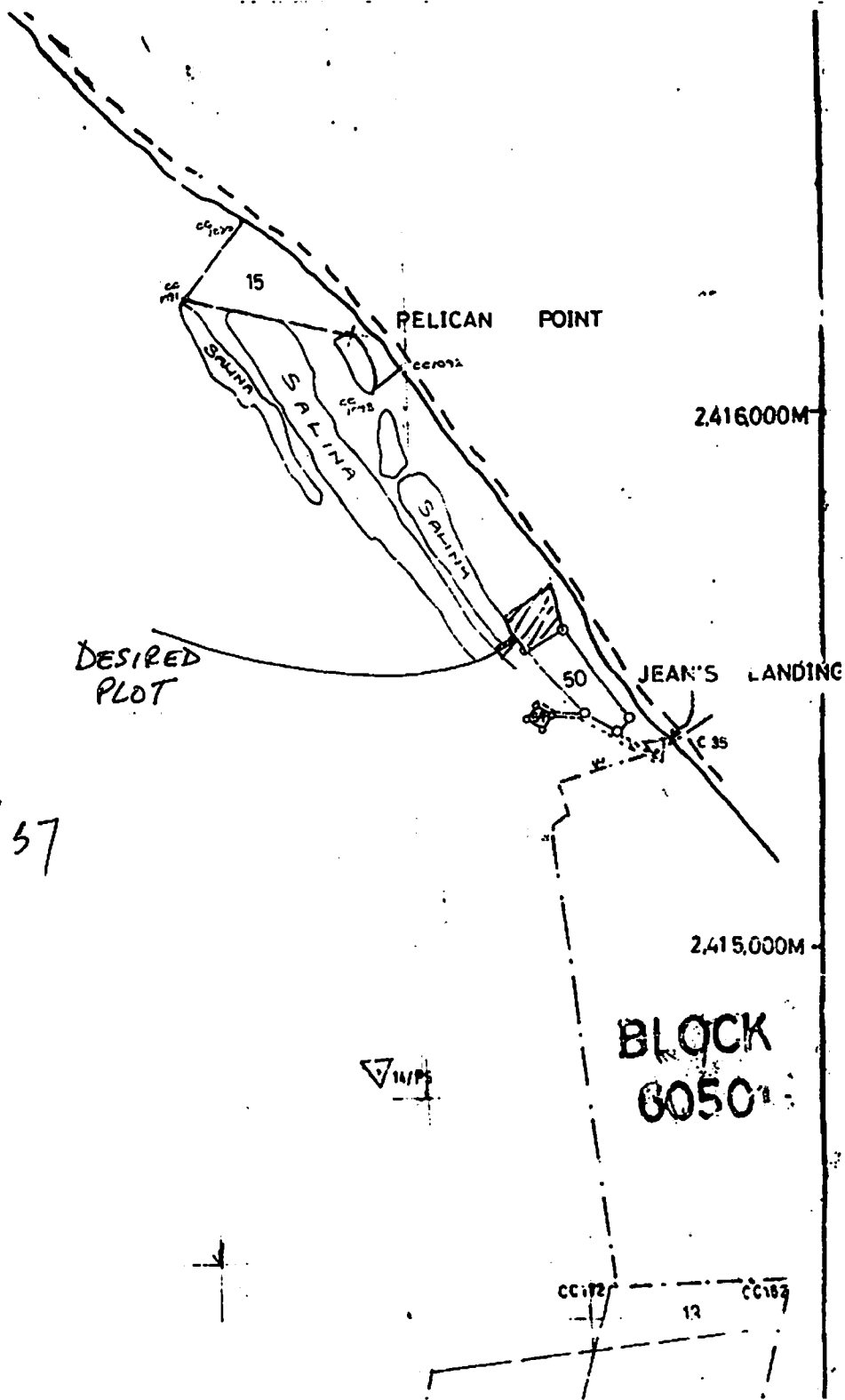
- North West Point, Providenciales in Turks and Caicos Islands; and /or
- Anywhere outside Turks and Caicos Islands, provided that such foreign locations have not been prescribed by the government.

For the avoidance of doubt, COLUMBUS NETWORKS is not authorized to operate any other facilities, unless such facility is specified in this schedule, by amendment or otherwise and used to facilitate the provision of telecommunications services. On the application of the Licensee for the addition or removal of any facility specified hereunder, the schedule shall be amended on such terms as the Commission (after consultation with the Minister) deems fit.



# ARCOS 1







## **SCHEDULE 2 – LICENSED SERVICES**

The Licensed Service is to facilitate the provision of telecommunications transmission capacity over the Licensed Systems described in Schedule 1, to other Licensed Operators; which services shall include:

- The carriage of telecommunication services and data service from or between Turks and Caicos Islands and any other point in the world; and
- The carriage of any video, information or entertainment services from or between Turks and Caicos Islands and any other point in the world.

For the avoidance of doubt, COLUMBUS NETWORKS is only authorized to offer services on a wholesale basis to:

- other carriers; or
- service providers

Licensed under Section 13 of the Ordinance,

As well as to

- subscription television Licensees, including licensed domestic and international carriers and services providers; and
- subscription television service operators and data service providers.

The license does not permit the direct offering to the public of other class of services, in particular such services as public telephony long distance services, national or international, value added or other information services.

### **SCHEDULE 3 - INTERNATIONAL CARRIAGE OBLIGATIONS**

1. The Licensee must ensure that, at all times:

a) the Licensee its employees, servants and /or agents in all material respects are compliant with the Ordinance, (including the Rules, regulations and instruments made pursuant to the Ordinance) and does not contravene the provisions of the Ordinance or this License;

b) No legal impediment exists which would disqualify the Licensee from continuing to hold the License and that the Licensee satisfies all other legal requirements to hold the License;

c) The Licensee has the technical qualifications to fully perform the obligation imposed by the Ordinance and this License;

d) The Licensee satisfies any and all financial requirements, as may be imposed by the Minister, and the Commission to provide the service associated with the License.

e) The Licensee, its employees, servants and/or agents in all material respects are compliant with the provisions of the Telecommunications Ordinance, and/or Ministerial Order or Directive of the Commission relating to the Licensed Services in this Schedule, including (where applicable):

f) The Licensee continues to meet all interconnection obligations imposed by the Commission and the Ordinance;

g) The Licensee makes timely contributions to the universal service fund as required by the Commission;

h) The Licensee its employees, servants and/or agents maintain all necessary records and provide at the request of the Minister and/or Commission on a strictly private and confidential basis at such reasonable intervals as may be specified by the Minister and/or Commission in its request, information on the Licensee's:

- incoming voice minutes and revenues;
- outgoing voice minutes and revenues;
- transit minutes and revenues;
- data traffic volumes and revenues;
- and other revenue from specified services;
- any information as may be specified by the Commission pursuant to Section 4 of the Ordinance;
- Tariffs, if any, prices, costs and other similar information of a financial nature; and
- Historical information and projections relative to the construction and operation of the specified carrier facilities

2. The Licensee shall provide the Commission on a strictly private and confidential basis with the names of all International Carriers with which arrangements have been made by the Licensee to deliver or carry Traffic to and from Turks and Caicos Islands.

3. The Licensee shall not operate any facility designated in the License beyond the period of the License or in any manner other than authorized in the License or in any manner other than using the Licensed Facility to facilitate the provision of telecommunication services as authorized in the License.

4. The method of construction and the materials and apparatus used by the Licensee from time to time shall be of standard pattern and quality and in accordance with modern requirements and shall conform with any directions which the Minister, and/or the Commission may from time to time reasonably issue for the control of the performance of the Licensed apparatus and for reasonable protection of the users of the other radio or telecommunications facilities.

5. The Licensee shall effect any changes in the licensed facilities required as a result of any amendment of the International Telecommunication Convention of Nairobi, 1982 and the General Administration Regulations thereof and/or the International Radio Regulation Regulations or the making of any new International Convention, Agreement or Regulations which the Government of Turks and Caicos Islands is bound with the consent of Minister and or the Commission.

6. The Commission may from time to time require the Licensee to carry out such minor modifications to the licensed apparatus as may be practicable and reasonable for the purpose of improving the operations of the equipment or complying with modern techniques and developments.

7. The Licensee shall permit the Commission or any person duly authorized by the Minister at all reasonable times and after due notice to enter upon any premises of the Licensee whereon is situated any of the Licensed Facilities and to inspect such facilities for the purpose of ensuring that the terms of this License are being duly complied with by the Licensee and they shall afford to the Commission or any such person all reasonable accommodations thereof.

8. The Minister shall have the power to require the Licensee to do everything reasonably necessary for the due compliance by it with the provisions of this License, and for that purpose it shall be lawful for any person authorized by the Minister, from time to time, at all reasonable times to inspect the works and equipment thereof.

9. The License shall at all times observe the provisions of the International Telecommunication Convention to the extent applicable to it or its operations the Convention for the Protection of submarine Cables signed in Paris on the 14<sup>th</sup> day of March, 1884 and any provisions which may for the time being be in force in substitution therefore or amendment or modification thereof, and the Commonwealth Telecommunication Organization Financial Agreement, 1983 or any Agreement supplement to or in supersession of that Agreement to which Turks and Caicos Islands has become a party or signified its acceptance.

10. The Licensee shall comply with any instruction from the Commission to avoid harmful

interference to any authorized radio apparatus or other telecommunications facilities existing at the time of the construction of the Licensed Facilities by another entity which would harmfully interfere with the operation of the Licensee's facilities.

11. It shall be lawful for the Minister and any body or person duly authorized by him at any time, after due notice, to remove from the foreshore and bed of sea all buildings, works and materials which may have been placed there by the Licensee without the consent or approval hereby required or which by reason of having been abandoned or suffered to fall into disrepair or decay may be such a condition as (in the opinion of the Minister) to prejudice or obstruct navigation or be or become injurious to the public interest; and to restore the said foreshore and bed of the sea to the former or proper condition thereof and the Licensee will pay to the Minister or such authorized body or person as aforesaid all reasonable expenses thereby incurred.

12. If at any time the licensed services operated by the Licensee under this license shall become interrupted, the Licensee shall give notice within 10 days of such interruption to the Commission, but such information shall be treated as strictly private and confidential. For the purposes of this Clause "interruption shall mean the known total cessation (for a period in excess of twenty four hours) of telecommunication service between Turks and Caicos Islands and points for which messages are accepted by the Licensee in the Turks and Caicos Islands.

13. If and whenever the Minister shall be of the opinion that an emergency exists whereby it is in the public interest to so require and does require the Licensee, its servants, or agents to give priority to the transmission by means of its system of telecommunication of traffic of any Government, including the Government of the Turks and Caicos Islands, such traffic shall have priority over all other traffic insofar as this may be consistent with provisions of the International Telecommunication Convention and the Licensee, its servants and agents shall as soon as is practicable transmit the same and shall until and insofar as may be necessary to effect such transmission suspend the transmission of other traffic.

14. The Licensee may be entitled to claim any reasonable compensation in respect of the suspension of the transmission of messages as aforesaid.

15. Subject to the provisions of the Ordinance, the Commission may from time to time after consultation with the Licensee determine what shall be the minimum standards of service and the Licensee shall comply substantially with such standards of service as shall be so determined.

16. For monitoring the standards of the facilities maintained by the Licensee the Commission may require the Licensee to furnish such information or submit such returns at such intervals as may be required in relation to the operations of the Licensee. Any such information shall be treated as strictly private and confidential.

17. The Licensee shall submit to the Commission within three months of the end of each financial year a report on the implementation of such formal development program as shall have been determined by the Minister and/or the Commission in consultation with the Licensee, and which should have been implemented during the financial year.

18. The Licensee shall do everything reasonably necessary to maintain the Licensed Facilities in efficient working order.

19. The Licensee shall not install any new cables or other facilities or abandon any existing facilities without prior approval of the Commission, which approval shall not be unreasonably withheld, and any such requests for new installations or abandonment will be acted on in a timely manner.

20. The Licensee shall at all times indemnify the Government and any of its servants or agents against all actions, claims and demands which may be brought or made by any corporation, company or person in respect of any injury or damages arising from any act Licensed or permitted by this License, PROVIDED THAT the provisions of this Clause shall not apply in respect of any injury or damages arising at a time when the Licensee is deprived of the control of its undertaking under the provisions of the Ordinance and/or this License, and shall not apply for any action in which the Government and any of its servants or agents acted in a reckless or willful manner.

21. This License shall promptly and punctually pay all Licenses, regulatory, or other fees imposed under the Ordinance in respect of this License and the Licensed Facilities or specified services, as applicable.

22. The Licensee shall prepare and maintain accounting records in a form that enables the activities of any business unit specified in any instruction given by the Commission to be separately identifiable, and which the Commission considers sufficient to show and explain the transactions of each of those business units.

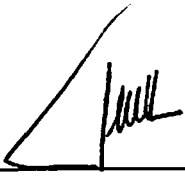
23. The Licensee shall deliver to the Commission each year a copy of its annual audited accounts forthwith on publication of them.

24. The Licensee shall comply with the instructions of the Commission in relation to the preparation and delivery of accounting statements.

25. After consulting the Licensee and such other interest parties as it considers appropriate, if the Commission determines that the Licensee or an affiliate or connected party is, unfairly cross-subsidizing or unfairly subsidizing the establishment, operation or maintenance of any systems or services with any other systems or services, it may issue an instruction to that effect and require the Licensee to cease to do so with immediate effect.

26. To enable the Commission to evaluate where any unfair cross-subsidization or unfair subsidization is taking place, the Licensee shall record at full cost in its accounting records any materials transfer of assets, funds rights or liabilities between a part and any other part of its business, and between it and any Affiliate, and shall comply with any instruction issued by the Minister or Commission for this purpose.

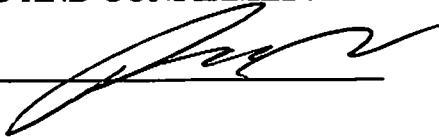
**ATTESTATION CLAUSES**

Signature:  \_\_\_\_\_

Name: JEFFREY CRISTOVAL HALL

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

**ACCEPTED AND CONFIRMED:**

Signature:  \_\_\_\_\_

Name:

Capacity:

Date: 11/28/2007

Authorized to sign on behalf of

COLUMBUS NETWORKS