

AGREEMENT OF 1 OCTOBER 2016 FOR THE IMPLEMENTATION OF THE RURAL DIGITALIZATION FUND

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The present Agreement for the Implementation of the Rural Digitalization Fund (hereinafter referred to as the "Agreement") is made and entered at the location and on the date indicated below *between*

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the **National Frequency Agency of Celestria**, 3 hertz bvd., 98479 Starvalis, Celestria (hereinafter "NFA"); *and*

the **Rural Development Agency of Celestria**, 3 tree road, 98479 Starvalis, Celestria (hereinafter "RDA"); *and*

Astracommex Regional Satellite Communications Inc., 115 Neptune St., 48799 Stelaria, Nebuland (hereinafter "Astracommex Regional")

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(hereinafter together referred to as "the Parties")

under the following terms and conditions:

(A) On 1 January 2016, the Republic of Celestria established the Rural Digitalization Fund (hereinafter "RDF") with the goal of digitalizing public services.

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(B) On 1 January 2016, the NFA and RDA announced an auction inviting foreign and domestic companies to submit their applications to the RDF for allocation of funds and spectrum.

(C) On 15 February 2016, Astracommex Regional submitted its application to the RDF (hereinafter the "RDF Application").

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(D) On 1 August 2016, the NFA and RDA announced Astracommex Regional as one of three successful applicants.

THEREFORE, in consideration of the foregoing, the Parties agree to the following:

Article 1 Definitions

ORBIT

The path, relative to a specified frame of reference, described by the center of mass of a satellite or other object in space subjected primarily to natural forces, mainly the force of gravity (*per* article 1.184 of the International Telecommunication Union ("ITU") Radio Regulations).

GEOSYNCHRONOUS SATELLITE

An earth satellite whose period of revolution is equal to the period of rotation of the Earth about its axis (*per* article 1.188 of the ITU Radio Regulations).

GEOSTATIONARY SATELLITE

A geosynchronous satellite whose circular and direct orbit lies in the plane of the Earth's equator and which thus remains fixed

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GEOSTATIONARY
SATELLITE ORBIT

relative to the Earth; by extension, a geosynchronous satellite which remains approximately fixed relative to the Earth (*per* article 1.189 of the ITU Radio Regulations).

FIXED-SATELLITE
SERVICE

The orbit of a geosynchronous satellite whose circular and direct orbit lies in the plane of the Earth's equator (*per* article 1.190 of the ITU Radio Regulations).

MOBILE SATELLITE-
SERVICE

A radiocommunication service between earth stations at given positions, when one or more satellites are used; the given position may be a specified fixed point or any fixed point within specified areas (*per* article 1.21 of the ITU Radio Regulations).

A radio communication service between mobile earth stations and one or more space stations, or between space stations used by this service; or between mobile earth stations by means of one or more space stations (*per* article 1.25 of the ITU Radio Regulations).

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Article 2 Authorization of Ka-band Frequencies

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1. In consideration of the contents of Astracommex Regional's RDF Application, the NFA and RDA grant to Astracommex Regional, to the extent set forth below, the rights to deploy a non-geostationary ("NGSO") satellite system to provide service using certain Fixed-Satellite Service ("FSS") and Mobile-Satellite Service ("MSS") Ka-band frequencies with the conditions adopted herein.
 2. Astracommex Regional is authorized to operate its NGSO FSS system in the 17.7-20 GHz bands, and to provide MSS, in addition to FSS, in the 19.7-22 GHz bands.
 - 345 3. Astracommex Regional is authorized to use the above Ka-band Frequencies with the conditions adopted herein, free of charge, for ten years. The rate of usage for the subsequent period will be renegotiated in due course.

[Note: the conditions are purely technical and intentionally omitted. The omitted conditions only and exclusively relate to the efficient and effective sharing of spectrum and the avoidance of harmful interference of spectrum.]

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Article 3 Deployment Requirements

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1. Astracommex Regional commits to offer stand-alone broadband service at speeds consistent with the RDF Application, i.e., with at least 25 Mbps downstream and 3 Mbps upstream (25/3 Mbps) at rates reasonably comparable to those available in urban areas to all locations within an awarded area of the ten-year program.
 2. The initial interim deployment milestones are set as follows. Astracommex Regional as carrier must complete:

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- i. 10 percent of deployments by the end of year one;
 - ii. 30 percent of deployments by the end of year two;
 - iii. 50 percent of deployments by the end of year three;
 - iv. 70 percent of deployments by the end of year four; and
 - v. 100 percent of deployments by the end of year five.

Article 4 Annual Filing Requirements

365 Astracommex Regional must fulfill its total build-out obligations over six years of the ten-year program and meet the interim service milestones. Astracommex Regional is required to file and certify annually in the RDF portal all locations deployed to in the prior year and should be prepared to provide documentation to the compliance team to substantiate build-out.

Article 5 Payment

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1. The RDA will begin issuing annual payments to Astracommex Regional shortly after the public notice has been released. While the payments under the RDF be disbursed over a period of 10 years, Astracommex Regional must complete the deployment by the end of the fifth year to all locations in areas eligible for support and must meet interim deployment milestones along the way.
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2. The payment will be divided into equal installments of USD 50,000,000 over the span of 10 years.

Article 6 Reassessment

380 A reassessment in year four of the program may revise deployment obligations and modify support from the NFA and RDA in certain circumstances.

Article 7 Legal Consequences of Breach of Contract

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1. If Astracommex Regional breaches the Agreement, specifically regarding the obligations outlined in Article 3, the NFA and RDA shall be entitled to apply sanctions against Astracommex Regional as stipulated in the present Agreement.
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2. Astracommex Regional agrees to pay a penalty to the NFA and RDA in the cases regulated in the present Agreement. In addition to claiming a penalty, the NFA and RDA shall be entitled to impose other sanctions against Astracommex Regional. Should Astracommex Regional breach the same regulation several times or continually, the penalty may be imposed several times.

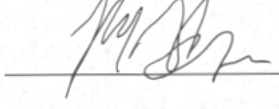
3. The NFA and RDA are entitled to withhold the RDF payment in case of breach of Article 3 of the present Agreement.

395 The parties have thoroughly read the present Agreement, discussed it with their legal representatives and caused this Agreement to be executed as evidence of their full consent thereto.

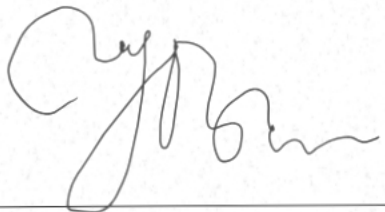
Dated at Starvalis, on the 1st day of October 2016

400 National Frequency Agency of Celestria Astracommex Regional Satellite
Communications Inc.
(Milaris V. Sinic)

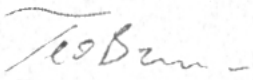
(Jeffrey Myskin)

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Rural Development Agency of Celestria



410 (Teodore L. Binic)



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