

VIBE WIRELESS LLC  
A Delaware Limited Liability Company

INTERNATIONAL 214 APPLICATION  
QUESTION # 11- CERTIFICATION

VIBE WIRELESS, LLC, a Delaware limited liability company, and for its requests streamlined processing statement with respect to its FCC International 214 Application states as follows:

1. Vibe Wireless LLC certifies that it is the parent company of Vibe Wireless Grenada, LTD, a Grenada corporation which licensed through the ECTEL for the island nation of Grenada. See Copy of license attached as Exhibit – 1.
2. That Vibe Wireless LLC has established a switch at the NAP of Americas located at 50 NE 9th St., 33132 Miami, Florida.
3. That Vibe Wireless, LLC seeks the FCC International 214 license to establish its Voice Over Internet Protocol business operations for its switch at the NAP of Americas located at 50 NE 9th St., 33132 Miami, Florida.
4. That at present the destination countries for purposes of its resale services is China, which is a member of the World Trade Organization (“WTO”). We anticipate in the future to provide resale services to other nations who are members or observers of the World Trade Organization (“WTO”) as identified in attached Schedule - 2. (“Destination Countries”)
5. That the Destination Countries may include the island nation of Grenada where Vibe Wireless LTD is a licensed carrier and which is a member of the WTO.
6. That the destination countries shall may include the island nation of Grenada and that Vibe Wireless is the parent Company of Vibe Wireless Grenada, LTD, a Grenada corporation which is a licensed carrier in Grenada.
7. That Vibe Wireless Grenada, LTD. only has a license in Grenada but is not presently operating and has no market share in Grenada at the time of the filing of the FCC International 214 Application.
8. That Vibe Wireless is not a dominate carrier and lacks market power in any of the Destination Countries and is not a dominate carrier in Grenada and is not affiliated with any carrier which is a dominant carrier or has market power in Grenada or any of the Destination Countries.
9. That Vibe Wireless, LLC is willing and able to file quarterly reports on traffic and revenue, consistent with the reporting requirements authorized pursuant to § 43.61, within 90 days from the end of each calendar quarter.

I, Efstathios Kiouisis, as Corporate Counsel and duly authorized agent of Vibe Wireless, LLC, hereby certify on behalf of Vibe Wireless LLC that the foregoing is true and correct to the best of my knowledge information and belief.

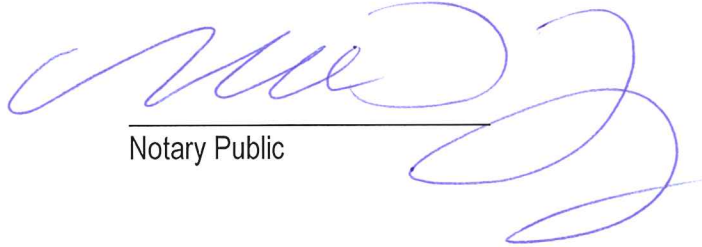
VIBE WIRELESS, LLC, a Delaware limited liability company

  
By : Efstathios Kiouisis  
Its Corporate Counsel and duly authorized agent

State of Michigan )  
                                  )       SS  
County of Oakland )

MICHELLE LYDIA LENNING  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 22, 2015  
ACTING IN COUNTY OF Oakland

On this 27<sup>th</sup> day of May 2015, before me a Notary Public, in and for the County of Oakland, State of Michigan, appeared Efstathios Kiouis as Corporate Counsel for VIBE WIRELESS, LLC, a Delaware limited liability company and subscribed and stated, under oath, that he has read the foregoing, and knows the contents thereof to be true to his own personal knowledge and belief.

  
\_\_\_\_\_  
Notary Public


# EXHIBIT - 1

THE COMPANIES ACT 1994

(Sections 176(1) and (2))

NOTICE OF ADDRESS  
OR  
NOTICE OF CHANGE OF ADDRESS  
OF REGISTERED OFFICE

1. Name of Company: **VIBE WIRELESS GRENADA LIMITED**
2. Company No: **66 of 2011 - 6709**
3. Address of Registered Office: **Francis-Banfield Chambers,  
Attorneys-at-Law,  
Crn. Scott & H.A. Blaize's Streets,  
St. George's, Grenada, W.I.**
4. Mailing Address: **P.O. Box 1145, St. George's, Grenada, W.I.**
5. If change of address, give previous address of Registered Office.  
**Henry, Henry & Bristol,  
Attorneys-at-Law,  
Lucas Street,  
St. George's, Grenada, W.I**

6. Date	Signature	Title
1/6/2014		Principal

**LICENCE**

**GRANTED BY THE MINISTER  
UNDER THE  
TELECOMMUNICATIONS ACT No 31 of 2000**

**TO**

**VIBE WIRELESS GRENADA LIMITED**

**FOR THE**

**ESTABLISHMENT AND OPERATION**

**OF A**

**PUBLIC CELLULAR MOBILE  
TELECOMMUNICATIONS NETWORK**

**AND**

**THE PROVISION OF  
PUBLIC CELLULAR MOBILE  
TELECOMMUNICATIONS SERVICES**

**IN**

**GRENADA**

## TABLE OF CONTENTS

PART I - THE LICENCE .....	3
1. LICENCE .....	3
2. INTERPRETATION.....	3
3. SCOPE .....	6
4. PRECONDITION .....	7
5. DURATION AND RENEWAL .....	7
6. ASSIGNMENT .....	7
7. MODIFICATION, SUSPENSION AND REVOCATION .....	8
PART II - LICENCE CONDITIONS .....	9
1. LICENCE FEES AND MONIES OWED .....	9
2. NETWORK BUILD OUT AND EMERGENCIES .....	9
3. UNIVERSAL SERVICE FUND .....	9
4. LICENCEE'S OBLIGATIONS TO CUSTOMERS .....	9
5. NUMBERING AND FREQUENCY .....	10
6. NON-DISCRIMINATION AND FAIR TRADING .....	10
7. INFORMATION REQUIREMENTS .....	11
8. PRIVACY AND CONFIDENTIALITY .....	12
9. PRE-NOTIFICATION OF CHANGES .....	12
10. RIGHTS OF ACCESS .....	12
11. FORCE MAJEURE .....	13
12. COMPLIANCE .....	13
13. PERFORMANCE REQUIREMENTS.....	14
ANNEX A - LICENCED SERVICES .....	15
ANNEX B - LICENCED NETWORKS .....	16
ANNEX C - GEOGRAPHICAL COVERAGE OBLIGATIONS .....	17
ANNEX D - QUALITY OF SERVICE OBLIGATIONS .....	18
ANNEX E - UNIVERSAL SERVICE OBLIGATIONS .....	19

## PUBLIC CELLULAR MOBILE TELECOMMUNICATIONS NETWORK LICENCE

**THE MINISTER** in accordance with the Telecommunications Act No. 31 of 2000, and acting upon the recommendation of ECTEL, hereby grants this Licence to Vibe Wireless Grenada Limited (hereinafter referred to as the Licencee) to establish and operate a Public Cellular Mobile Telecommunications Network/Services within Grenada and to do all or any of the acts specified herein.

### PART I - LICENCE

#### 1. LICENCE

This licence shall be known as the Vibe Wireless Grenada Limited Public Mobile Telecommunications Network Licence No. IL 26 / 13 - PMT

#### 2. INTERPRETATION

##### 2.1 In this Licence:

**“Act”** means the Telecommunications Act 31 of 2000, amendments and Regulations made thereunder;

**“Adjusted Gross Revenue”** means, information regarding the Gross Revenue for the reporting year received by, or due to the Licencee and its affiliates, from whatever source derived before any deductions from expenses, discounts, returns, or offsets of any kind, save and except, domestic interconnection payments and those pass through taxes and/or charges collected for and on behalf of the Government.

**“Affiliate”** means, a body corporate that is the subsidiary of another body corporate, or where both corporate bodies are subsidiaries of the same body corporate, or each of them is controlled by the same person and if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

<b>“Annual Licence Fee”</b>	means the fee payable by the Licencee to the Government of Grenada on each anniversary of the Effective Date;
<b>“Authorised Frequency”</b>	means the radio frequency that the Licencee is authorized to use pursuant to its frequency authorization issued under the Act.
<b>“Broadcasting Services”</b>	means either sound broadcasting or television broadcasting or both and includes subscriber television services;
<b>“Control”</b>	means in the case of a body corporate the person who directly or indirectly, except by way of security only, holds the shares of the body corporate carrying voting rights sufficient to elect a majority of the directors of the body corporate;
<b>“Coverage Obligations”</b>	means the geographical coverage obligations to provide the Licenced Services according to the geographical coverage set out in <b>Annex C</b> to this Licence;
<b>“Customer”</b>	means any Person who is, or who wishes to be, provided with the Licenced Services by the Licencee;
<b>“Customer Equipment”</b>	means the mobile telephone handset used by the Customer for the purpose of accessing the Licenced Services;
<b>“Effective Date”</b>	means the date on which the Minister grants this licence.
<b>“Fixed Service”</b>	means a telecommunications service that is not provided over a mobile network;
<b>“Government”</b>	means the Government of the Grenada;
<b>“International Telecommunications Service”</b>	means a telecommunications service between points in the Licenced Territory and points outside the Licenced Territory or with ships at sea and vessels in coastal waters;



“Internet Access”	means the provision of access to the Internet;
“Licence”	means this Licence together with the Annexes;
“Licence Term”	means fifteen (15) years from the Effective Date
“Licenced Area”	means the territory of Grenada;
“Licenced Networks”	means those networks detailed in <b>Annex B</b> ;
“Licenced Services”	means those Telecommunications Services detailed in <b>Annex A</b> ;
“Licencee”	means <b>Vibe Wireless Grenada Limited</b> ;
“Market”	means a market in Grenada and when used in relation to a telecommunications service, means a market for those telecommunications services or other services that are substitutable for, or otherwise competitive with, the first-mentioned telecommunications services.
“Mobile Network”	means a telecommunications network used to provide a telecommunications service that: <ul style="list-style-type: none"> <li>(i) permits a customer to move continuously between places (including places accessing that network through different mobile base facilities) during the provision of a single call; and</li> <li>(ii) does not require physical contact between that network and the customer equipment.</li> </ul>
“Numbering Plan”	means the National Numbering Plan established and managed by the Commission in accordance with the Regional Plan established by ECTEL;
“Order”	means an order issued by the Minister under the Act;
“Quality of Service Obligations”	means the quality of service obligations set out in <b>Annex D</b> to this Licence;

<b>“Regional Spectrum Management Plan”</b>	means the Spectrum Plan to be developed by ECTEL in accordance with the Regulations;
<b>“Regulations”</b>	means regulations issued by the Minister pursuant to Section 73 of the Act;
<b>“Renewal Fee”</b>	means a fee payable by the Licencee on the renewal of this Licence;
<b>“Standard Customer Agreement”</b>	means the terms and conditions on which a particular Licenced Service is provided to the Customer;
<b>“Universal Service Obligation”</b>	means the obligation to provide Universal Service as set out in Part II, Condition 3.1 of this Licence and <b>Annex E</b> ;

2.2 Any word, phrase or expression used in the Licence shall, unless the context requires otherwise, have the same meaning as it has in the Act.

2.3 Words importing the singular shall include the plural and vice versa.

### 3. SCOPE

3.1 The Licencee is authorized to connect the Licenced Networks to:

3.1.1 any other Telecommunications Network operated under a licence granted by the Minister in accordance with the Act;

3.1.2 any Telecommunications Network outside Grenada;

3.1.3 any earth-orbiting apparatus in accordance with applicable requirements; and

3.1.4 any Terminal Equipment approved for connection in accordance with Section 58 of the Act.

3.2 The Licencee is hereby authorized to provide the Licenced Services by means of the Licenced Networks using the Authorised Frequency.

3.3 The Licencee is hereby authorized to establish and operate the Licenced Networks and to provide the licenced services to any Person within the Licenced Area.

3.4 The Licencee is authorized to sell or lease Customer Equipment to the public and provide maintenance and repair services in connection with any such Customer Equipment provided that such Customer Equipment is of type approved under Section 73 of the Act.

3.5 This Licence is non-exclusive and is not intended to convey proprietary rights.

#### **4. PRECONDITION**

4.1 The rights of the Licencee set out herein shall not take effect until the Licencee shall have paid the fees set out in the Act.

#### **5. DURATION AND RENEWAL**

5.1 This Licence is granted on the Effective Date for a period of fifteen (15) years.

5.2 The terms and conditions of this licence shall be reviewed every five (5) years.

5.3 The Minister shall renew the Licence upon request by the Licencee for an additional period determined by the Minister upon expiration of the Licence Term provided none of the provisions of section 40 of the Act would cause the Minister to refuse a request for renewal.

5.4 Where a Licencee wishes to renew the Licence, it shall apply to the Minister in writing one year prior to the expiry date of the Licence or at a later date if the Minister so determines.

5.5 On granting a renewal of the Licence the Minister may vary the terms of the Licence; if the conditions then prevailing require such variation and it is reasonable to do so.

5.6 The provisions of section 39 of the Act relating to suspension, revocation, etc shall apply mutatis mutandis to the renewal of a Licence.

5.7 Renewal of the Licence shall not take effect until the Licencee has paid the Renewal Fee and any other fees owed under the Licence.

#### **6. ASSIGNMENT**

6.1 The Licencee shall not assign or otherwise transfer this Licence or any of its rights or obligations under this Licence without the prior written consent of the Minister, subject to clause 6.2 below.

- 6.2 The prior written consent of the Minister shall not be required by the Licencee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licencee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

**7. MODIFICATION, SUSPENSION AND REVOCATION**

- 7.1 This Licence shall be subject to modification, variation, suspension and revocation according to Section 38 and 39 of the Act.
- 7.2 In deciding whether to agree to an amendment proposed by the Licencee, the Minister shall give due consideration to any submissions received from the Licencee and other interested parties in relation to the proposed amendment.
- 7.3 If after 6-months from the date of issuance of this licence the licensee does not commence operations leading to the provision of customer services for which this licence has been granted, then the licensee shall forfeit this licence. Upon forfeiture of this licence there shall be no refund of any fees that have been paid in respect of this licence.
- 7.4 If after 12-months from the date of issuance of this licence the licensee does not provide full customer service for which this licence has been granted, the licensee shall forfeit this licence. Upon forfeiture of this licence under this clause, there shall be no refund of any fees, payments or charges whatsoever that have been paid in respect of the granting of this licence.

## **PART II - LICENCE CONDITIONS**

### **1. LICENCE FEES AND MONEYS OWED**

- 1.1 The Licencee shall pay all fees prescribed under the Act.
- 1.2 If the Licencee owes money to the Government or ECTEL in relation to fees payable in respect of this Licence, the Licencee shall be in breach of this Licence if the Licencee fails to pay that money within ninety (90) days after receiving a written notice from the Minister indicating that payment is due.

### **2. NETWORK BUILD OUT AND EMERGENCIES**

- 2.1 The Licencee shall comply with the Geographical Coverage Obligations as outlined in **Annex C**.
- 2.2 The Licencee shall provide access to emergency services by means of the Licenced Networks.
- 2.3 In the event of hurricanes, earthquakes, floods and similar emergencies, the Minister may require the Licencee to provide free of charge to Government or to such Institutions or persons, such Telecommunications Services as the Minister reasonably determines are necessary in the public interest, provided that if the emergency extends beyond thirty (30) days, the Government will compensate the Licencee for any days in excess of thirty (30) days.

### **3. UNIVERSAL SERVICE**

- 3.1 The Licencee shall fulfill the Universal Service Obligations pursuant to section 42 of the Act and in accordance with Annex E.
- 3.2 The Licencee shall make and receive payments into and from the Universal Service Fund in accordance with the Act or Orders issued by the Minister pursuant to Section 43 of the Act.

### **4. LICENCEE'S OBLIGATIONS TO CUSTOMERS**

- 4.1 The Licencee shall, in accordance with the Act take such steps as are necessary to ensure that in relation to its Licenced Services, each customer can reasonably and reliably have access to information services to assist them with queries relating to the Licenced Services, including installation, fault reporting, billing and directory assistance.

- 4.2 The Licencee shall meet the Quality of Service Obligations set out in **Annex D**.
- 4.3 The Licencee shall, no later than three months after the Effective Date, establish an efficient procedure for the resolution of disputes with Customers, in accordance with the Act.
- 4.4 The Licencee shall, no later than three months after the Effective Date, submit to the Commission a form of Standard Customer Agreement containing the terms and conditions for the provision of Licenced Services to Customers.
- 4.5 The Licencee shall notify all Customers of the terms and conditions of the Standard Customer Agreement in the manner specified by the Commission and shall thereafter provide Licenced Services based upon the Standard Customer Agreement.
- 4.6 The Licencee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 4.7 The Standard Customer Agreement and any modifications made under Condition 4.6 above shall be compliant with the Act and other applicable laws. In the event that the Standard Customer Agreement or modifications do not comply with the Act and other applicable laws, the Commission shall instruct the Licencee to make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Condition 4.6 above and shall not have retroactive effect.

## **5. NUMBERING AND FREQUENCY**

- 5.1 The Licencee shall operate within the Numbering Plan.
- 5.2 Nothing in this Licence empowers the Licencee to use spectrum that has not been granted in accordance with the Act.
- 5.3 The Licencee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licenced Services.

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

- 6.1 The Licenced Networks shall be established and operated, and the Licenced Services shall be provided, by the Licencee on an arm's length commercial basis with respect to all Affiliates of the Licencee.

- 6.2 In providing the Licenced Services, the Licencee shall not discriminate as between similar types of Customers in relation to Licenced Services provided to such Customers in the Licenced Area and shall offer the Licenced Services on the same terms and conditions to similar types of Customers
- 6.3 The Licencee shall not discriminate against any Customer using Customer Equipment, in connection with the Licenced Networks, which are not sold or leased by the Licencee, provided that any such Customer Equipment is of a type approved under the Act.
- 6.4 The Licencee shall not engage in any 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 relation to the Licenced Services.
- 6.5 Without limiting the generality of Condition 6.4, any such act or omission shall include:
- 6.5.1 any abuse by the Licencee, either independently or with others, of a dominant position;
  - 6.5.2 entering into any contract or engaging in any concerted practice with any other party; or
- where the effect of the conduct defined in Conditions 6.5.1 and 6.5.2 is, or is likely to be, a substantial lessening of competition in that market or any other market.
- 6.6 For the purposes of Condition 6.5.1 of this Part, a Licencee may be considered as having a dominant position if the Commission has designated the Licencee as a dominant telecommunications provider.
- 6.7 A Telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in Grenada in accordance with the Act.
- 6.8 A Licencee may make an application for a declaration of non-dominance in accordance with the Act.

## **7. INFORMATION REQUIREMENTS**

- 7.1 The Licencee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreements with any Affiliates of the Licencee) and such relevant accounting, financial, costs, technical and other information (including but not limited to a complete audited financial report) reasonably required to enable the Minister, the Commission and ECTEL to carry out their functions under the Act in such manner and at such times that the Minister, the Commission and ECTEL may request.

**8. PRIVACY AND CONFIDENTIALITY**

- 8.1 The Licencee shall ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any Person to whom it provides Licenced Services by establishing and implementing procedures for maintaining confidentiality of such information as set out in the Act.

**9. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING**

- 9.1 The Licencee shall obtain the Minister's prior written consent to any acquisition of shares or change in shareholding of the Licencee, by reason of that acquisition or change, the total number of shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licence (where such shareholding did not already exceed 25 per cent prior to that change or acquisition). In any case where the change in shareholding could change the management or have an influence on competition, the written prior approval of the Minister must be obtained.
- 9.2 The Licencee shall notify the Minister in writing thirty (30) days prior to the taking effect of such change or acquisition stated above.

**10. RIGHTS OF ACCESS**

- 10.1 The Licencee shall have the rights of access that are necessary to permit the installation and maintenance of the Licenced Networks on public rights-of-way, in public buildings and other public property, and in respect of similar works necessary for the provision of the Licenced Services as specified in Section 69 of the Act.
- 10.2 In the course of constructing or maintaining any Licenced Network of the Licencee, the Licencee may, by its officers or agents duly authorized in writing and on production of the authority, cut or remove from any street, high-way or land, any tree or branch or other parts of a tree, tending to interfere with, endanger, or otherwise prejudicially affect such Licenced Networks. In exercising this right, no person shall enter any land without the consent of the owner or occupier until after the expiration of fifteen days notice in writing given to the owner or occupier or posted up conspicuously upon the property.
- 10.3 If such owner or occupier, within seven days from the service or posting up of such notice gives written objection thereto, the Licencee may not enter upon the private land in question without first having obtained the necessary Court Order.



- 10.4 Where any condition exists which is dangerous and relates to the provision of the licenced services by the Licencee, the Licencee may immediately enter upon Land and take whatever reasonable action is necessary and expedient to establish safe conditions thereon.
- 10.5 Where the Licencee takes action under Condition 10.4 above, the Licencee must within three (3) days thereof, inform the owner or occupier of the land in question (either by service of a written notice on him or by posting up conspicuously a notice on such land) of the action taken.
- 10.6 In the exercise of any powers under this Clause, the Licencee shall cause as little inconvenience and damage to other persons as is reasonably practicable and the Licencee is liable to pay compensation to any person who suffers damage to his property in consequence of the exercise of such powers by the Licencee. For the avoidance of doubt, this Condition shall also apply to public lands, public buildings and other public property.

## **11. FORCE MAJEURE**

- 11.1 Force Majeure refers to an event or accident which is beyond the control of the Licencee and includes:
- (a) acts of God, action by or against enemies of the State, riot or civil commotion;
  - (b) strikes, lock-outs and other industrial disturbances;
  - (c) wars, blockades or insurrection;
  - (d) earthquake, hurricane, flood, fire or explosion;
  - (e) outbreak of pestilence or epidemics;
  - (f) government rationing of electricity or other wartime or emergency controls imposed by Government;
  - (g) embargoes or trade restrictions;
- 11.2 The Licencee shall not be in breach of this Licence if and to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

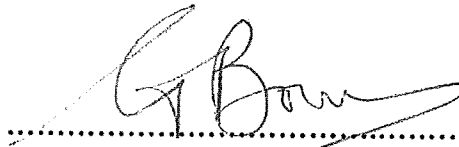
## **12. COMPLIANCE**

- 12.1 The Licencee shall comply with all applicable acts, regulations, directions, orders and recommendations, including but not limited to the Act and shall comply with the directions, orders and recommendations issued by the Minister and the Commission.

**13. PERFORMANCE REQUIREMENT**

- 13.1 The Licencee shall ensure that it complies with its obligation to local partners involved in the Telecommunications Sector.
- 13.2 The Licencee shall post a Performance Bond of 4% of the investment proposed in its application for Licence, which Bond shall be forfeited to the State of Grenada should the licencee not commence the Build Out of the Network within the six (6) months period and service within nine (9) months.
- 13.3 The Licencee will ensure that Grenadian nationals are recruited and trained in the skills necessary for them to assume the managerial and other positions within the organization.

GRANTED BY THE MINISTER on 18<sup>th</sup> DECEMBER 2013  
Date

  
.....  
**Minister of Telecommunications  
Minister for Communications, Works  
Physical Development, Public Utilities,  
ICT & Community Development**

## ANNEX A

### LICENCED SERVICES

1. The Licencee is authorized pursuant to this Licence to provide the following services to the public:

- (a) mobile voice telephony services;
- (b) mobile data services;
- (c) mobile information services;
- (d) International Telecommunications Services

using switched or packet technology, or any other form of transmission, or any combination thereof.

2. The Licencee is authorized pursuant to this Licence to own and operate all telecommunications facilities necessary for mobile telecommunications network or networks, provided that network is used to provide:

- (a) mobile voice telephony services;
- (b) mobile data services;
- (c) mobile information services;
- (d) International Telecommunications Services

using switched or packet technology, or any other form of transmission, or any combination thereof.

3. For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any telecommunications facilities used for the provision of a Fixed Service or Internet Access service that have not been granted in accordance with the Act or any other legislation.

## ANNEX B

### LICENCED NETWORKS

1.1 The Licencee is authorized pursuant to this Licence to establish, own and operate all telecommunications facilities necessary for mobile telecommunications network or networks, provided that network is used to provide:

- (a) mobile voice telephony services;
- (b) mobile data services;
- (c) mobile information services;
- (d) International Telecommunications Services

including inbound and outbound roaming using switched or packet technology, or any other form of transmission, or any combination thereof.

1.2 The Licencee's key network elements and equipment infrastructure include the following:

- (a) Mobile Telephone Exchange and Radio Base Stations.
- (b) National and International connectivity for the Licenced Services is provided by interconnection links to national and international telephone exchanges.

1.3 For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any telecommunications facilities used for the provision of a Fixed Service or Internet Access service that have not been granted in accordance with the Act and Regulations.

## ANNEX C

### GEOGRAPHICAL COVERAGE OBLIGATION

1. The Licencee shall provide a geographical coverage of at least **95%** for each call, with a call connect & completion rate of a minimum average of **98%**.
2. The Licencee shall provide a geographical coverage of at least **92%** across Grenada, with a call connect & completion rate as detailed in the parameters of *Annex D – Quality of Service Obligations*. Within a three (3) year period.

## ANNEX D

### QUALITY OF SERVICE OBLIGATIONS

Quality of Service Parameter		Year 1	Year 2	Year 3
1	Maximum waiting time for connection of new service (working days)	10	7	5
2	Repeated Total or Partial loss of service not to exceed (days) in a 30 day period	7	5	3
3	Call completion success rate for local calls during peak period (percent)	85	95	98
4	Call completion success rate for International calls during peak period (percent)	80	85	90
5	Number of billing accuracy complaints per 1000 bills	10	8	5
6	Percentage of calls to customer care service answered in 10 seconds (percent)	75	80	85
7	Reconnection of service after payment of overdue amounts within :-(hours)	24	18	8
8	Advance Notice for planned disruption of service (hours minimum)	24	24	24
9	Wrongful Disconnection of a service (penalty)	\$250	\$250	\$250

## ANNEX E

### UNIVERSAL SERVICE OBLIGATIONS

1. Without prejudice to Regulations issued by the Minister in relation to Universal Service, the Licencee shall make a minimum set of Telecommunications Services available to all Persons within Grenada including but not limited to the provision of :
  - a. Public Voice Telephony Services available to all Persons irrespective of their geographical location;
  - b. Access to operator & directory assistance services, and emergency services;
  - c. Any other service by which people can access efficient, affordable and modern Telecommunications, as specified in Regulations issued by the Minister.

JOHN DEWEY FOR PLANTATION | PHOTO BY JEROME DUNBAR

Department of State: Division of Corporations

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Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

**File Number:** 4986783      **Incorporation Date / Formation Date:** 05/20/2011 (mm/dd/yyyy)

**Entity Name:** VIBE WIRELESS, LLC

**Entity Kind:** LIMITED LIABILITY COMPANY (LLC)      **Entity Type:** GENERAL

**Residency:** DOMESTIC      **State:** DE

REGISTERED AGENT INFORMATION

**Name:** GLOBAL CORPORATE SERVICES, INC.

**Address:** 704 N. KING STREET, SUITE 500 P.O. BOX 1031

**City:** WILMINGTON      **County:** NEW CASTLE

**State:** DE      **Postal Code:** 19899

**Phone:** (561)968-6611

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

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# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

110582779

05-20-2011

9827484  
STEVEN KIOUSIS, ESQ  
1740 W. BIG BEAN E. # 207  
TROY MI 48084

ATTN: STEVE KIOUSIS X

DESCRIPTION	AMOUNT
VIBE WIRELESS, LLC 4985783 0102Y Register L.L.C.	
Certification Fee	50.00
Formation Fee	70.00
Court Municipality Fee, Wilm.	20.00
Expedite Fee, 24 Hour	50.00
FILING TOTAL	190.00
TOTAL PAYMENTS	190.00
SERVICE REQUEST BALANCE	.00

# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "VIBE WIRELESS, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MAY, A.D. 2011, AT 9:47 O'CLOCK A.M.

4985783 8100

110582779

You may verify this certificate online  
at [corp.delaware.gov/authvar.shtml](http://corp.delaware.gov/authvar.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8778012

DATE: 05-20-11

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 09:47 AM 05/20/2011  
FILED 09:47 AM 05/20/2011  
SRV 110582779 - 4985783 FILE

**STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION**

**First:** The name of the limited liability company is: VIBE WIRELESS, LLC.

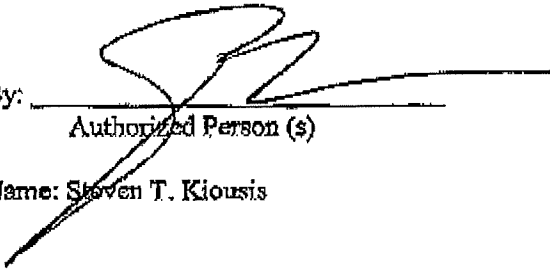
**Second:** The address of its registered office in the State of Delaware is: 704 N. KING STREET,  
SUITE 500, P.O. BOX 1031 in the City of Wilmington, Zip code: 19899. The name of its  
Registered agent at such address is: GLOBAL CORPORATE SERVICES, INC.

**Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution:  
"The latest date on which the limited liability company is to dissolve is \_\_\_\_\_")

**Fourth:** (Insert any other matters the members determine to include herein.)

See attached.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 19<sup>th</sup> day of  
May 2011.

By:   
Authorized Person (s)

Name: Steven T. Kiouis

# EXHIBIT - 2

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- [Abbreviations](#)

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- [Basics](#)
- [Agreements](#)
- [Settling disputes](#)
- [Cross-cutting and new issues](#)
- [The Doha agenda](#)
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- [The organization](#)
- [Abbreviations](#)

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> [The WTO in Brief](#)  
> [10 benefits](#)  
> [10 misunderstandings](#)

- [Albania](#) 8 September 2000
- [Angola](#) 23 November 1996 ([GATT](#): 8 April 1994)
- [Antigua and Barbuda](#) 1 January 1995 ([GATT](#): 30 March 1987)
- [Argentina](#) 1 January 1995 ([GATT](#): 11 October 1967)
- [Armenia](#) 5 February 2003
- [Australia](#) 1 January 1995 ([GATT](#): 1 January 1948)
- [Austria](#) 1 January 1995 ([GATT](#): 19 October 1951)
- [Bahrain, Kingdom of](#) 1 January 1995 ([GATT](#): 13 December 1993)
- [Bangladesh](#) 1 January 1995 ([GATT](#): 16 December 1972)
- [Barbados](#) 1 January 1995 ([GATT](#): 15 February 1967)
- [Belgium](#) 1 January 1995 ([GATT](#): 1 January 1948)
- [Belize](#) 1 January 1995 ([GATT](#): 7 October 1983)
- [Benin](#) 22 February 1996 ([GATT](#): 12 September 1963)
- [Bolivia, Plurinational State of](#) 12 September 1995 ([GATT](#): 8 September 1990)
- [Botswana](#) 31 May 1995 ([GATT](#): 28 August 1987)
- [Brazil](#) 1 January 1995 ([GATT](#): 30 July 1948)
- [Brunei Darussalam](#) 1 January 1995 ([GATT](#): 9 December 1993)
- [Bulgaria](#) 1 December 1996
- [Burkina Faso](#) 3 June 1995 ([GATT](#): 3 May 1963)
- [Burundi](#) 23 July 1995 ([GATT](#): 13 March 1965)
- [Cabo Verde](#) 23 July 2008
- [Cambodia](#) 13 October 2004
- [Cameroon](#) 13 December 1995 ([GATT](#): 3 May 1963)
- [Canada](#) 1 January 1995 ([GATT](#): 1 January 1948)
- [Central African Republic](#) 31 May 1995 ([GATT](#): 3 May 1963)
- [Chad](#) 19 October 1996 ([GATT](#): 12 July 1963)
- [Chile](#) 1 January 1995 ([GATT](#): 16 March 1949)
- [China](#) 11 December 2001
- [Colombia](#) 30 April 1995 ([GATT](#): 3 October 1981)
- [Congo](#) 27 March 1997 ([GATT](#): 3 May 1963)
- [Costa Rica](#) 1 January 1995 ([GATT](#): 24 November 1990)
- [Côte d'Ivoire](#) 1 January 1995 ([GATT](#): 31 December 1963)
- [Croatia](#) 30 November 2000
- [Cuba](#) 20 April 1995 ([GATT](#): 1 January 1948)
- [Cyprus](#) 30 July 1995 ([GATT](#): 15 July 1963)
- [Czech Republic](#) 1 January 1995 ([GATT](#): 15 April 1993)
- [Democratic Republic of the Congo](#) 1 January 1997
- [Denmark](#) 1 January 1995 ([GATT](#): 28 May 1950)
- [Djibouti](#) 31 May 1995 ([GATT](#): 16 December 1994)
- [Dominica](#) 1 January 1995 ([GATT](#): 20 April 1993)
- [Dominican Republic](#) 9 March 1995 ([GATT](#): 19 May 1950)
- [Ecuador](#) 21 January 1996
- [Egypt](#) 30 June 1995 ([GATT](#): 9 May 1970)
- [El Salvador](#) 7 May 1995 ([GATT](#): 22 May 1991)
- [Estonia](#) 13 November 1999
- [European Union \(formerly European Communities\)](#) 1 January 1995
- [Fiji](#) 14 January 1996 ([GATT](#): 16 November 1993)
- [Finland](#) 1 January 1995 ([GATT](#): 25 May 1950)
- [France](#) 1 January 1995 ([GATT](#): 1 January 1948)
- [Gabon](#) 1 January 1995 ([GATT](#): 3 May 1963)
- [The Gambia](#) 23 October 1996 ([GATT](#): 22 February 1965)

⏪ BACK NEXT ⏩

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[Georgia](#) 14 June 2000  
[Germany](#) 1 January 1995 (GATT: 1 October 1951)  
[Ghana](#) 1 January 1995 (GATT: 17 October 1957)  
[Greece](#) 1 January 1995 (GATT: 1 March 1950)  
[Grenada](#) 22 February 1996 (GATT: 9 February 1994)  
[Guatemala](#) 21 July 1995 (GATT: 10 October 1991)  
[Guinea](#) 25 October 1995 (GATT: 8 December 1994)  
[Guinea-Bissau](#) 31 May 1995 (GATT: 17 March 1994)  
[Guyana](#) 1 January 1995 (GATT: 5 July 1966)  
[Haiti](#) 30 January 1996 (GATT: 1 January 1950)  
[Honduras](#) 1 January 1995 (GATT: 10 April 1994)  
[Hong Kong, China](#) 1 January 1995 (GATT: 23 April 1986)  
[Hungary](#) 1 January 1995 (GATT: 9 September 1973)  
[Iceland](#) 1 January 1995 (GATT: 21 April 1968)  
[India](#) 1 January 1995 (GATT: 8 July 1948)  
[Indonesia](#) 1 January 1995 (GATT: 24 February 1950)  
[Ireland](#) 1 January 1995 (GATT: 22 December 1967)  
[Israel](#) 21 April 1995 (GATT: 5 July 1962)  
[Italy](#) 1 January 1995 (GATT: 30 May 1950)  
[Jamaica](#) 9 March 1995 (GATT: 31 December 1963)  
[Japan](#) 1 January 1995 (GATT: 10 September 1955)  
[Jordan](#) 11 April 2000  
[Kenya](#) 1 January 1995 (GATT: 5 February 1964)  
[Korea, Republic of](#) 1 January 1995 (GATT: 14 April 1967)  
[Kuwait, the State of](#) 1 January 1995 (GATT: 3 May 1963)  
[Kyrgyz Republic](#) 20 December 1998  
[Lao People's Democratic Republic](#) 2 February 2013  
[Latvia](#) 10 February 1999  
[Lesotho](#) 31 May 1995 (GATT: 8 January 1988)  
[Liechtenstein](#) 1 September 1995 (GATT: 29 March 1994)  
[Lithuania](#) 31 May 2001  
[Luxembourg](#) 1 January 1995 (GATT: 1 January 1948)  
[Macao, China](#) 1 January 1995 (GATT: 11 January 1991)  
[Madagascar](#) 17 November 1995 (GATT: 30 September 1963)  
[Malawi](#) 31 May 1995 (GATT: 28 August 1964)  
[Malaysia](#) 1 January 1995 (GATT: 24 October 1957)  
[Maldives](#) 31 May 1995 (GATT: 19 April 1983)  
[Mali](#) 31 May 1995 (GATT: 11 January 1993)  
[Malta](#) 1 January 1995 (GATT: 17 November 1964)  
[Mauritania](#) 31 May 1995 (GATT: 30 September 1963)  
[Mauritius](#) 1 January 1995 (GATT: 2 September 1970)  
[Mexico](#) 1 January 1995 (GATT: 24 August 1986)  
[Moldova, Republic of](#) 26 July 2001  
[Mongolia](#) 29 January 1997  
[Montenegro](#) 29 April 2012  
[Morocco](#) 1 January 1995 (GATT: 17 June 1987)  
[Mozambique](#) 26 August 1995 (GATT: 27 July 1992)  
[Myanmar](#) 1 January 1995 (GATT: 29 July 1948)  
[Namibia](#) 1 January 1995 (GATT: 15 September 1992)  
[Nepal](#) 23 April 2004  
[Netherlands](#) 1 January 1995 (GATT: 1 January 1948)  
[New Zealand](#) 1 January 1995 (GATT: 30 July 1948)  
[Nicaragua](#) 3 September 1995 (GATT: 28 May 1950)  
[Niger](#) 13 December 1996 (GATT: 31 December 1963)  
[Nigeria](#) 1 January 1995 (GATT: 18 November 1960)  
[Norway](#) 1 January 1995 (GATT: 10 July 1948)  
[Oman](#) 9 November 2000  
[Pakistan](#) 1 January 1995 (GATT: 30 July 1948)  
[Panama](#) 6 September 1997  
[Papua New Guinea](#) 9 June 1996 (GATT: 16 December 1994)  
[Paraguay](#) 1 January 1995 (GATT: 6 January 1994)  
[Peru](#) 1 January 1995 (GATT: 7 October 1951)  
[Philippines](#) 1 January 1995 (GATT: 27 December 1979)  
[Poland](#) 1 July 1995 (GATT: 18 October 1967)  
[Portugal](#) 1 January 1995 (GATT: 6 May 1962)  
[Qatar](#) 13 January 1996 (GATT: 7 April 1994)  
[Romania](#) 1 January 1995 (GATT: 14 November 1971)  
[Russian Federation](#) 22 August 2012  
[Rwanda](#) 22 May 1996 (GATT: 1 January 1966)  
[Saint Kitts and Nevis](#) 21 February 1996 (GATT: 24 March 1994)  
[Saint Lucia](#) 1 January 1995 (GATT: 13 April 1993)  
[Saint Vincent & the Grenadines](#) 1 January 1995 (GATT: 18 May 1993)  
[Samoa](#) 10 May 2012  
[Saudi Arabia, Kingdom of](#) 11 December 2005  
[Senegal](#) 1 January 1995 (GATT: 27 September 1963)  
[Seychelles](#) 26 April 2015  
[Sierra Leone](#) 23 July 1995 (GATT: 19 May 1961)  
[Singapore](#) 1 January 1995 (GATT: 20 August 1973)  
[Slovak Republic](#) 1 January 1995 (GATT: 15 April 1993)  
[Slovenia](#) 30 July 1995 (GATT: 30 October 1994)  
[Solomon Islands](#) 26 July 1996 (GATT: 28 December 1994)

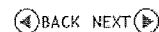
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[Spain](#) 1 January 1995 (GATT: 29 August 1963)  
[Sri Lanka](#) 1 January 1995 (GATT: 29 July 1948)  
[Suriname](#) 1 January 1995 (GATT: 22 March 1978)  
[Swaziland](#) 1 January 1995 (GATT: 8 February 1993)  
[Sweden](#) 1 January 1995 (GATT: 30 April 1950)  
[Switzerland](#) 1 July 1995 (GATT: 1 August 1966)  
[Chinese Taipei](#) 1 January 2002  
[Tajikistan](#) 2 March 2013  
[Tanzania](#) 1 January 1995 (GATT: 9 December 1961)  
[Thailand](#) 1 January 1995 (GATT: 20 November 1982)  
[The former Yugoslav Republic of Macedonia \(FYROM\)](#) 4 April 2003  
[Togo](#) 31 May 1995 (GATT: 20 March 1964)  
[Tonga](#) 27 July 2007  
[Trinidad and Tobago](#) 1 March 1995 (GATT: 23 October 1962)  
[Tunisia](#) 29 March 1995 (GATT: 29 August 1990)  
[Turkey](#) 26 March 1995 (GATT: 17 October 1951)  
[Uganda](#) 1 January 1995 (GATT: 23 October 1962)  
[Ukraine](#) 16 May 2008  
[United Arab Emirates](#) 10 April 1996 (GATT: 8 March 1994)  
[United Kingdom](#) 1 January 1995 (GATT: 1 January 1948)  
[United States of America](#) 1 January 1995 (GATT: 1 January 1948)  
[Uruguay](#) 1 January 1995 (GATT: 6 December 1953)  
[Vanuatu](#) 24 August 2012  
[Venezuela, Bolivarian Republic of](#) 1 January 1995 (GATT: 31 August 1990)  
[Viet Nam](#) 11 January 2007  
[Yemen](#) 26 June 2014  
[Zambia](#) 1 January 1995 (GATT: 10 February 1982)  
[Zimbabwe](#) 5 March 1995 (GATT: 11 July 1948)

#### Observer governments [back to top](#)

[Afghanistan](#)  
[Algeria](#)  
[Andorra](#)  
[Azerbaijan](#)  
[Bahamas](#)  
[Belarus](#)  
[Bhutan](#)  
[Bosnia and Herzegovina](#)  
[Comoros](#)  
[Equatorial Guinea](#)  
[Ethiopia](#)  
 Holy See (Vatican)  
[Iran](#)  
[Iraq](#)  
[Kazakhstan](#)  
[Lebanese Republic](#)  
[Liberia, Republic of](#)  
[Libya](#)  
[Sao Tomé and Príncipe](#)  
[Serbia](#)  
[Sudan](#)  
[Syrian Arab Republic](#)  
[Uzbekistan](#)

**Note:** With the exception of the Holy See, observers must start accession negotiations within five years of becoming observers.

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The World Trade Organization (WTO) deals with the global rules of trade between nations. Its main function is to ensure that trade flows as smoothly, predictably and freely as possible.

VIBE WIRELESS LLC  
A Delaware Limited Liability Company

INTERNATIONAL 214 APPLICATION  
STREAMLINED PROCESSING STATEMENT

VIBE WIRELESS, LLC, a Delaware limited liability company, AND FOR ITS REQUESTS STREAMLINED PROCESSING STATEMENT WITH RESPECT TO ITS FCC International 214 Application STATES AS FOLLOWS:

1. Vibe Wireless LLC certifies that it is licensed through the ECTEL for the island Nation of Grenada. See Copy of license attached as Exhibit – 1.
2. That Vibe Wireless LLC has established a switch at the NAP of Americas located at 50 NE 9th St., 33132 Miami, Florida.
3. That Vibe Wireless only has a license in Grenada but is not presently operating and has no market share in Grenada at the time of the filing of the FCC International 214 Application.
4. That Vibe Wireless is not a dominate carrier in Grenada and is not affiliated with any carrier which is a dominant carrier in Grenada or any other nation.
5. That Vibe Wireless, LLC seeks the FCC International 214 license to establish its Voice Over Internet Protocol business operations for its switch at the NAP of Americas located at 50 NE 9th St., 33132 Miami, Florida.

I, Efstathios Kiouis, as Corporate Counsel and duly authorized agent of Vibe Wireless, LLC, hereby certify on behalf of Vibe Wireless LLC that the foregoing is true and correct to the best of my knowledge information and belief.

VIBE WIRELESS, LLC, a Delaware limited liability company

By : Efstathios Kiouis  
Its Corporate Counsel and duly authorized agent

State of Michigan        )  
  )        SS  
County of Oakland        )

MICHELLE LYDIA LENNING  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 22, 2016  
ACTING IN COUNTY OF Oakland

On this 27<sup>th</sup> day of May 2015, before me a Notary Public, in and for the County of Oakland, State of Michigan, appeared Efstathios Kiouis as Corporate Counsel for VIBE WIRELESS, LLC, a Delaware limited liability company and subscribed and stated, under oath, that he has read the foregoing, and knows the contents thereof to be true to his own personal knowledge and belief.

Notary Public

MICHELLE LYDIA LENNING  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 22, 2016  
ACTING IN COUNTY OF Oakland



# EXHIBIT - 1

**LICENCE**

**GRANTED BY THE MINISTER  
UNDER THE  
TELECOMMUNICATIONS ACT No 31 of 2000**

**TO**

**VIBE WIRELESS GRENADA LIMITED**

**FOR THE**

**ESTABLISHMENT AND OPERATION**

**OF A**

**PUBLIC CELLULAR MOBILE  
TELECOMMUNICATIONS NETWORK**

**AND**

**THE PROVISION OF  
PUBLIC CELLULAR MOBILE  
TELECOMMUNICATIONS SERVICES**

**IN**

**GRENADA**

## TABLE OF CONTENTS

PART I - THE LICENCE .....	3
1. LICENCE .....	3
2. INTERPRETATION.....	3
3. SCOPE .....	6
4. PRECONDITION .....	7
5. DURATION AND RENEWAL .....	7
6. ASSIGNMENT .....	7
7. MODIFICATION, SUSPENSION AND REVOCATION .....	8
PART II - LICENCE CONDITIONS .....	9
1. LICENCE FEES AND MONIES OWED .....	9
2. NETWORK BUILD OUT AND EMERGENCIES .....	9
3. UNIVERSAL SERVICE FUND .....	9
4. LICENCEE'S OBLIGATIONS TO CUSTOMERS .....	9
5. NUMBERING AND FREQUENCY .....	10
6. NON-DISCRIMINATION AND FAIR TRADING .....	10
7. INFORMATION REQUIREMENTS .....	11
8. PRIVACY AND CONFIDENTIALITY .....	12
9. PRE-NOTIFICATION OF CHANGES .....	12
10. RIGHTS OF ACCESS .....	12
11. FORCE MAJEURE .....	13
12. COMPLIANCE .....	13
13. PERFORMANCE REQUIREMENTS.....	14
ANNEX A - LICENCED SERVICES .....	15
ANNEX B - LICENCED NETWORKS .....	16
ANNEX C - GEOGRAPHICAL COVERAGE OBLIGATIONS .....	17
ANNEX D - QUALITY OF SERVICE OBLIGATIONS .....	18
ANNEX E - UNIVERSAL SERVICE OBLIGATIONS .....	19

# PUBLIC CELLULAR MOBILE TELECOMMUNICATIONS NETWORK LICENCE

**THE MINISTER in accordance with the Telecommunications Act No. 31 of 2000, and acting upon the recommendation of ECTEL, hereby grants this Licence to Vibe Wireless Grenada Limited (hereinafter referred to as the Licencee) to establish and operate a Public Cellular Mobile Telecommunications Network/Services within Grenada and to do all or any of the acts specified herein.**

## PART I - LICENCE

### 1. LICENCE

This licence shall be known as the Vibe Wireless Grenada Limited Public Mobile Telecommunications Network Licence No. IL 26 / 13 - PMT

### 2. INTERPRETATION

#### 2.1 In this Licence:

**“Act”** means the Telecommunications Act 31 of 2000, amendments and Regulations made thereunder;

**“Adjusted Gross Revenue”** means, information regarding the Gross Revenue for the reporting year received by, or due to the Licencee and its affiliates, from whatever source derived before any deductions from expenses, discounts, returns, or offsets of any kind, save and except, domestic interconnection payments and those pass through taxes and/or charges collected for and on behalf of the Government.

**“Affiliate”** means, a body corporate that is the subsidiary of another body corporate, or where both corporate bodies are subsidiaries of the same body corporate, or each of them is controlled by the same person and if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

<b>“Annual Licence Fee”</b>	means the fee payable by the Licencee to the Government of Grenada on each anniversary of the Effective Date;
<b>“Authorised Frequency”</b>	means the radio frequency that the Licencee is authorized to use pursuant to its frequency authorization issued under the Act.
<b>“Broadcasting Services”</b>	means either sound broadcasting or television broadcasting or both and includes subscriber television services;
<b>“Control”</b>	means in the case of a body corporate the person who directly or indirectly, except by way of security only, holds the shares of the body corporate carrying voting rights sufficient to elect a majority of the directors of the body corporate;
<b>“Coverage Obligations”</b>	means the geographical coverage obligations to provide the Licenced Services according to the geographical coverage set out in <b>Annex C</b> to this Licence;
<b>“Customer”</b>	means any Person who is, or who wishes to be, provided with the Licenced Services by the Licencee;
<b>“Customer Equipment”</b>	means the mobile telephone handset used by the Customer for the purpose of accessing the Licenced Services;
<b>“Effective Date”</b>	means the date on which the Minister grants this licence.
<b>“Fixed Service”</b>	means a telecommunications service that is not provided over a mobile network;
<b>“Government”</b>	means the Government of the Grenada;
<b>“International Telecommunications Service”</b>	means a telecommunications service between points in the Licenced Territory and points outside the Licenced Territory or with ships at sea and vessels in coastal waters;

“Internet Access”	means the provision of access to the Internet;
“Licence”	means this Licence together with the Annexes;
“Licence Term”	means fifteen (15) years from the Effective Date
“Licenced Area”	means the territory of Grenada;
“Licenced Networks”	means those networks detailed in <b>Annex B</b> ;
“Licenced Services”	means those Telecommunications Services detailed in <b>Annex A</b> ;
“Licencee”	means <b>Vibe Wireless Grenada Limited</b> ;
“Market”	means a market in Grenada and when used in relation to a telecommunications service, means a market for those telecommunications services or other services that are substitutable for, or otherwise competitive with, the first-mentioned telecommunications services.
“Mobile Network”	means a telecommunications network used to provide a telecommunications service that: <ul style="list-style-type: none"> <li>(i) permits a customer to move continuously between places (including places accessing that network through different mobile base facilities) during the provision of a single call; and</li> <li>(ii) does not require physical contact between that network and the customer equipment.</li> </ul>
“Numbering Plan”	means the National Numbering Plan established and managed by the Commission in accordance with the Regional Plan established by ECTEL;
“Order”	means an order issued by the Minister under the Act;
“Quality of Service Obligations”	means the quality of service obligations set out in <b>Annex D</b> to this Licence;

<b>“Regional Spectrum Management Plan”</b>	means the Spectrum Plan to be developed by ECTEL in accordance with the Regulations;
<b>“Regulations”</b>	means regulations issued by the Minister pursuant to Section 73 of the Act;
<b>“Renewal Fee”</b>	means a fee payable by the Licencee on the renewal of this Licence;
<b>“Standard Customer Agreement”</b>	means the terms and conditions on which a particular Licenced Service is provided to the Customer;
<b>“Universal Service Obligation”</b>	means the obligation to provide Universal Service as set out in Part II, Condition 3.1 of this Licence and <b>Annex E</b> ;

2.2 Any word, phrase or expression used in the Licence shall, unless the context requires otherwise, have the same meaning as it has in the Act.

2.3 Words importing the singular shall include the plural and vice versa.

### **3. SCOPE**

3.1 The Licencee is authorized to connect the Licenced Networks to:

3.1.1 any other Telecommunications Network operated under a licence granted by the Minister in accordance with the Act;

3.1.2 any Telecommunications Network outside Grenada;

3.1.3 any earth-orbiting apparatus in accordance with applicable requirements; and

3.1.4 any Terminal Equipment approved for connection in accordance with Section 58 of the Act.

3.2 The Licencee is hereby authorized to provide the Licenced Services by means of the Licenced Networks using the Authorised Frequency.

3.3 The Licencee is hereby authorized to establish and operate the Licenced Networks and to provide the licenced services to any Person within the Licenced Area.

3.4 The Licencee is authorized to sell or lease Customer Equipment to the public and provide maintenance and repair services in connection with any such Customer Equipment provided that such Customer Equipment is of type approved under Section 73 of the Act.

3.5 This Licence is non-exclusive and is not intended to convey proprietary rights.

#### **4. PRECONDITION**

4.1 The rights of the Licencee set out herein shall not take effect until the Licencee shall have paid the fees set out in the Act.

#### **5. DURATION AND RENEWAL**

5.1 This Licence is granted on the Effective Date for a period of fifteen (15) years.

5.2 The terms and conditions of this licence shall be reviewed every five (5) years.

5.3 The Minister shall renew the Licence upon request by the Licencee for an additional period determined by the Minister upon expiration of the Licence Term provided none of the provisions of section 40 of the Act would cause the Minister to refuse a request for renewal.

5.4 Where a Licencee wishes to renew the Licence, it shall apply to the Minister in writing one year prior to the expiry date of the Licence or at a later date if the Minister so determines.

5.5 On granting a renewal of the Licence the Minister may vary the terms of the Licence; if the conditions then prevailing require such variation and it is reasonable to do so.

5.6 The provisions of section 39 of the Act relating to suspension, revocation, etc shall apply mutatis mutandis to the renewal of a Licence.

5.7 Renewal of the Licence shall not take effect until the Licencee has paid the Renewal Fee and any other fees owed under the Licence.

#### **6. ASSIGNMENT**

6.1 The Licencee shall not assign or otherwise transfer this Licence or any of its rights or obligations under this Licence without the prior written consent of the Minister, subject to clause 6.2 below.



- 6.2 The prior written consent of the Minister shall not be required by the Licencee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licencee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

## **7. MODIFICATION, SUSPENSION AND REVOCATION**

- 7.1 This Licence shall be subject to modification, variation, suspension and revocation according to Section 38 and 39 of the Act.
- 7.2 In deciding whether to agree to an amendment proposed by the Licencee, the Minister shall give due consideration to any submissions received from the Licencee and other interested parties in relation to the proposed amendment.
- 7.3 If after 6-months from the date of issuance of this licence the licensee does not commence operations leading to the provision of customer services for which this licence has been granted, then the licensee shall forfeit this licence. Upon forfeiture of this licence there shall be no refund of any fees that have been paid in respect of this licence.
- 7.4 If after 12-months from the date of issuance of this licence the licensee does not provide full customer service for which this licence has been granted, the licensee shall forfeit this licence. Upon forfeiture of this licence under this clause, there shall be no refund of any fees, payments or charges whatsoever that have been paid in respect of the granting of this licence.

## **PART II - LICENCE CONDITIONS**

### **1. LICENCE FEES AND MONEYS OWED**

- 1.1 The Licencee shall pay all fees prescribed under the Act.
- 1.2 If the Licencee owes money to the Government or ECTEL in relation to fees payable in respect of this Licence, the Licencee shall be in breach of this Licence if the Licencee fails to pay that money within ninety (90) days after receiving a written notice from the Minister indicating that payment is due.

### **2. NETWORK BUILD OUT AND EMERGENCIES**

- 2.1 The Licencee shall comply with the Geographical Coverage Obligations as outlined in **Annex C**.
- 2.2 The Licencee shall provide access to emergency services by means of the Licenced Networks.
- 2.3 In the event of hurricanes, earthquakes, floods and similar emergencies, the Minister may require the Licencee to provide free of charge to Government or to such Institutions or persons, such Telecommunications Services as the Minister reasonably determines are necessary in the public interest, provided that if the emergency extends beyond thirty (30) days, the Government will compensate the Licencee for any days in excess of thirty (30) days.

### **3. UNIVERSAL SERVICE**

- 3.1 The Licencee shall fulfill the Universal Service Obligations pursuant to section 42 of the Act and in accordance with Annex E.
- 3.2 The Licencee shall make and receive payments into and from the Universal Service Fund in accordance with the Act or Orders issued by the Minister pursuant to Section 43 of the Act.

### **4. LICENCEE'S OBLIGATIONS TO CUSTOMERS**

- 4.1 The Licencee shall, in accordance with the Act take such steps as are necessary to ensure that in relation to its Licenced Services, each customer can reasonably and reliably have access to information services to assist them with queries relating to the Licenced Services, including installation, fault reporting, billing and directory assistance.

- 4.2 The Licencee shall meet the Quality of Service Obligations set out in **Annex D**.
- 4.3 The Licencee shall, no later than three months after the Effective Date, establish an efficient procedure for the resolution of disputes with Customers, in accordance with the Act.
- 4.4 The Licencee shall, no later than three months after the Effective Date, submit to the Commission a form of Standard Customer Agreement containing the terms and conditions for the provision of Licenced Services to Customers.
- 4.5 The Licencee shall notify all Customers of the terms and conditions of the Standard Customer Agreement in the manner specified by the Commission and shall thereafter provide Licenced Services based upon the Standard Customer Agreement.
- 4.6 The Licencee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 4.7 The Standard Customer Agreement and any modifications made under Condition 4.6 above shall be compliant with the Act and other applicable laws. In the event that the Standard Customer Agreement or modifications do not comply with the Act and other applicable laws, the Commission shall instruct the Licencee to make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Condition 4.6 above and shall not have retroactive effect.

## **5. NUMBERING AND FREQUENCY**

- 5.1. The Licencee shall operate within the Numbering Plan.
- 5.2 Nothing in this Licence empowers the Licencee to use spectrum that has not been granted in accordance with the Act.
- 5.3 The Licencee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licenced Services.

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

- 6.1 The Licenced Networks shall be established and operated, and the Licenced Services shall be provided, by the Licencee on an arm's length commercial basis with respect to all Affiliates of the Licencee.

- 6.2 In providing the Licenced Services, the Licencee shall not discriminate as between similar types of Customers in relation to Licenced Services provided to such Customers in the Licenced Area and shall offer the Licenced Services on the same terms and conditions to similar types of Customers
- 6.3 The Licencee shall not discriminate against any Customer using Customer Equipment, in connection with the Licenced Networks, which are not sold or leased by the Licencee, provided that any such Customer Equipment is of a type approved under the Act.
- 6.4 The Licencee shall not engage in any 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 relation to the Licenced Services.
- 6.5 Without limiting the generality of Condition 6.4, any such act or omission shall include:
- 6.5.1 any abuse by the Licencee, either independently or with others, of a dominant position;
  - 6.5.2 entering into any contract or engaging in any concerted practice with any other party; or
- where the effect of the conduct defined in Conditions 6.5.1 and 6.5.2 is, or is likely to be, a substantial lessening of competition in that market or any other market.
- 6.6 For the purposes of Condition 6.5.1 of this Part, a Licencee may be considered as having a dominant position if the Commission has designated the Licencee as a dominant telecommunications provider.
- 6.7 A Telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in Grenada in accordance with the Act.
- 6.8 A Licencee may make an application for a declaration of non-dominance in accordance with the Act.

## **7. INFORMATION REQUIREMENTS**

- 7.1 The Licencee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreements with any Affiliates of the Licencee) and such relevant accounting, financial, costs, technical and other information (including but not limited to a complete audited financial report) reasonably required to enable the Minister, the Commission and ECTEL to carry out their functions under the Act in such manner and at such times that the Minister, the Commission and ECTEL may request.

## **8. PRIVACY AND CONFIDENTIALITY**

- 8.1 The Licencee shall ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any Person to whom it provides Licenced Services by establishing and implementing procedures for maintaining confidentiality of such information as set out in the Act.

## **9. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING**

- 9.1 The Licencee shall obtain the Minister's prior written consent to any acquisition of shares or change in shareholding of the Licencee, by reason of that acquisition or change, the total number of shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licence (where such shareholding did not already exceed 25 per cent prior to that change or acquisition). In any case where the change in shareholding could change the management or have an influence on competition, the written prior approval of the Minister must be obtained.
- 9.2 The Licencee shall notify the Minister in writing thirty (30) days prior to the taking effect of such change or acquisition stated above.

## **10. RIGHTS OF ACCESS**

- 10.1 The Licencee shall have the rights of access that are necessary to permit the installation and maintenance of the Licenced Networks on public rights-of-way, in public buildings and other public property, and in respect of similar works necessary for the provision of the Licenced Services as specified in Section 69 of the Act.
- 10.2 In the course of constructing or maintaining any Licenced Network of the Licencee, the Licencee may, by its officers or agents duly authorized in writing and on production of the authority, cut or remove from any street, high-way or land, any tree or branch or other parts of a tree, tending to interfere with, endanger, or otherwise prejudicially affect such Licenced Networks. In exercising this right, no person shall enter any land without the consent of the owner or occupier until after the expiration of fifteen days notice in writing given to the owner or occupier or posted up conspicuously upon the property.
- 10.3 If such owner or occupier, within seven days from the service or posting up of such notice gives written objection thereto, the Licencee may not enter upon the private land in question without first having obtained the necessary Court Order.

- 10.4 Where any condition exists which is dangerous and relates to the provision of the licenced services by the Licencee, the Licencee may immediately enter upon Land and take whatever reasonable action is necessary and expedient to establish safe conditions thereon.
- 10.5 Where the Licencee takes action under Condition 10.4 above, the Licencee must within three (3) days thereof, inform the owner or occupier of the land in question (either by service of a written notice on him or by posting up conspicuously a notice on such land) of the action taken.
- 10.6 In the exercise of any powers under this Clause, the Licencee shall cause as little inconvenience and damage to other persons as is reasonably practicable and the Licencee is liable to pay compensation to any person who suffers damage to his property in consequence of the exercise of such powers by the Licencee. For the avoidance of doubt, this Condition shall also apply to public lands, public buildings and other public property.

## **11. FORCE MAJEURE**

- 11.1 Force Majeure refers to an event or accident which is beyond the control of the Licencee and includes:
- (a) acts of God, action by or against enemies of the State, riot or civil commotion;
  - (b) strikes, lock-outs and other industrial disturbances;
  - (c) wars, blockades or insurrection;
  - (d) earthquake, hurricane, flood, fire or explosion;
  - (e) outbreak of pestilence or epidemics;
  - (f) government rationing of electricity or other wartime or emergency controls imposed by Government;
  - (g) embargoes or trade restrictions;
- 11.2 The Licencee shall not be in breach of this Licence if and to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

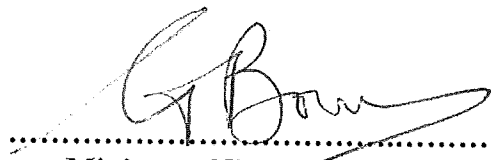
## **12. COMPLIANCE**

- 12.1 The Licencee shall comply with all applicable acts, regulations, directions, orders and recommendations, including but not limited to the Act and shall comply with the directions, orders and recommendations issued by the Minister and the Commission.

**13. PERFORMANCE REQUIREMENT**

- 13.1 The Licencee shall ensure that it complies with its obligation to local partners involved in the Telecommunications Sector.
- 13.2 The Licencee shall post a Performance Bond of 4% of the investment proposed in its application for Licence, which Bond shall be forfeited to the State of Grenada should the licencee not commence the Build Out of the Network within the six (6) months period and service within nine (9) months.
- 13.3 The Licencee will ensure that Grenadian nationals are recruited and trained in the skills necessary for them to assume the managerial and other positions within the organization.

GRANTED BY THE MINISTER on 18<sup>th</sup> DECEMBER 2013  
Date

  
.....  
**Minister of Telecommunications  
Minister for Communications, Works  
Physical Development, Public Utilities,  
ICT & Community Development**

## ANNEX A

### LICENCED SERVICES

1. The Licencee is authorized pursuant to this Licence to provide the following services to the public:

- (a) mobile voice telephony services;
- (b) mobile data services;
- (c) mobile information services;
- (d) International Telecommunications Services

using switched or packet technology, or any other form of transmission, or any combination thereof.

2. The Licencee is authorized pursuant to this Licence to own and operate all telecommunications facilities necessary for mobile telecommunications network or networks, provided that network is used to provide:

- (a) mobile voice telephony services;
- (b) mobile data services;
- (c) mobile information services;
- (d) International Telecommunications Services

using switched or packet technology, or any other form of transmission, or any combination thereof.

3. For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any telecommunications facilities used for the provision of a Fixed Service or Internet Access service that have not been granted in accordance with the Act or any other legislation.



## ANNEX B

### LICENCED NETWORKS

1.1 The Licensee is authorized pursuant to this Licence to establish, own and operate all telecommunications facilities necessary for mobile telecommunications network or networks, provided that network is used to provide:

- (a) mobile voice telephony services;
- (b) mobile data services;
- (c) mobile information services;
- (d) International Telecommunications Services

including inbound and outbound roaming using switched or packet technology, or any other form of transmission, or any combination thereof.

1.2 The Licensee's key network elements and equipment infrastructure include the following:

- (a) Mobile Telephone Exchange and Radio Base Stations.
- (b) National and International connectivity for the Licenced Services is provided by interconnection links to national and international telephone exchanges.

1.3 For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any telecommunications facilities used for the provision of a Fixed Service or Internet Access service that have not been granted in accordance with the Act and Regulations.

## ANNEX C

### GEOGRAPHICAL COVERAGE OBLIGATION

1. The Licencee shall provide a geographical coverage of at least **95%** for each call, with a call connect & completion rate of a minimum average of **98%**.
2. The Licencee shall provide a geographical coverage of at least **92%** across Grenada, with a call connect & completion rate as detailed in the parameters of *Annex D – Quality of Service Obligations*. Within a three (3) year period.

## ANNEX D

### QUALITY OF SERVICE OBLIGATIONS

Quality of Service Parameter		Year 1	Year 2	Year 3
1	Maximum waiting time for connection of new service (working days)	10	7	5
2	Repeated Total or Partial loss of service not to exceed (days) in a 30 day period	7	5	3
3	Call completion success rate for local calls during peak period (percent)	85	95	98
4	Call completion success rate for International calls during peak period (percent)	80	85	90
5	Number of billing accuracy complaints per 1000 bills	10	8	5
6	Percentage of calls to customer care service answered in 10 seconds (percent)	75	80	85
7	Reconnection of service after payment of overdue amounts within :-(hours)	24	18	8
8	Advance Notice for planned disruption of service (hours minimum)	24	24	24
9	Wrongful Disconnection of a service (penalty)	\$250	\$250	\$250

## ANNEX E

### UNIVERSAL SERVICE OBLIGATIONS

1. Without prejudice to Regulations issued by the Minister in relation to Universal Service, the Licencee shall make a minimum set of Telecommunications Services available to all Persons within Grenada including but not limited to the provision of :
  - a. Public Voice Telephony Services available to all Persons irrespective of their geographical location;
  - b. Access to operator & directory assistance services, and emergency services;
  - c. Any other service by which people can access efficient, affordable and modern Telecommunications, as specified in Regulations issued by the Minister.

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Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

File Number: **4985783**      Incorporation Date / Formation Date: **05/20/2011**  
 (mm/dd/yyyy)

Entity Name: **VIBE WIRELESS, LLC**

Entity Kind: **LIMITED LIABILITY COMPANY (LLC)**      Entity Type: **GENERAL**

Residency: **DOMESTIC**      State: **DE**

**REGISTERED AGENT INFORMATION**

Name: **GLOBAL CORPORATE SERVICES, INC.**

Address: **704 N. KING STREET, SUITE 500 P.O. BOX 1031**

City: **WILMINGTON**      County: **NEW CASTLE**

State: **DE**      Postal Code: **19888**

Phone: **(561)968-6611**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

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# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

110582779

05-20-2011

9827484  
STEVEN KIOUSIS, ESQ  
1740 W. BIG BEAN E. # 207  
TROY MI 48084

ATTN: STEVE KIOUSIS X

DESCRIPTION	AMOUNT
VIBE WIRELESS, LLC 4985783 0102Y Register L.L.C.	
Certification Fee	50.00
Formation Fee	70.00
Court Municipality Fee, Wilm.	20.00
Expedite Fee, 24 Hour	50.00
FILING TOTAL	190.00
TOTAL PAYMENTS	190.00
SERVICE REQUEST BALANCE	.00

# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "VIBE WIRELESS, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MAY, A.D. 2011, AT 9:47 O'CLOCK A.M.

4985783 8100

110582779

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8778012

DATE: 05-20-11

**STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION**

**First:** The name of the limited liability company is: VIBE WIRELESS, LLC.

**Second:** The address of its registered office in the State of Delaware is: 704 N. KING STREET,  
SUITE 500, P.O. BOX 1031 in the City of Wilmington, Zip code: 19899. The name of its  
Registered agent at such address is: GLOBAL CORPORATE SERVICES, INC.

**Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution:  
"The latest date on which the limited liability company is to dissolve is \_\_\_\_\_"  
\_\_\_\_\_")

**Fourth:** (Insert any other matters the members determine to include herein.)

See attached.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 19<sup>th</sup> day of  
May 2011.

By: \_\_\_\_\_  
Authorized Person (s)

Name: Steven T. Kioussis



**ARTICLE V**

The business and affairs of the Company, VIBE WIRELESS, LLC, shall be managed by and under the authority of a Manager or Managers appointed by the Members.

**ARTICLE VI**

The Members are not liable for the acts, debts or obligations of the Company, VIBE WIRELESS, LLC

**ARTICLE VII**

The monetary liability of the Members for breach of any duty established under Chapter 18 of the Delaware Limited Liability Company Act ("Act") is limited to the fullest extent permitted by the Act. The Company, VIBE WIRELESS, LLC will indemnify and hold harmless the Members from and against any and all losses, expenses, claims and demands sustained by reason of any acts or omissions or alleged acts or omissions of the members, including judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the Member(s) is (are) a party or threatened to be made a party because the person is or was a member to the fullest extent permitted by law or contract.

VIBE WIRELESS LLC  
A Delaware Limited Liability Company

INTERNATIONAL 214 APPLICATION  
CFR § 1.1306 CERTIFICATION


VIBE WIRELESS, LLC, a Delaware limited liability company, hereby certifies that the proposed activity contemplated pursuant to the FCC International 214 Application submitted by Vibe Wireless LLC is not excluded under CFR § 1.1306 and

- a. does not involve a site location specified under § 1.1307(a)(1)-(7);
- b. does not involve high intensity lighting under § 1.1307(a)(8).
- c. will not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in § 1.1307(b).

Further Vibe Wireless LLC certifies that the operations contemplated in the FCC International 214 Application submitted by Vibe Wireless LLC will be initially located at Law offices of Venescia Francis-Banfield, FRANCIS-BANFIELD CHAMBERS, Barristers-at-Law, Cnr. Scott & H. A. Blaize's Streets, P.O. Box 1145, St. George's, Grenada, W.I. and at the NAP of Americas located at 50 NE 9th St., 33132 Miami, Florida.

I, Efstathios Kiousis, as Corporate Counsel and duly authorized agent of Vibe Wireless, LLC, hereby certify on behalf of Vibe Wireless LLC that the foregoing is true and correct to the best of my knowledge information and belief.

VIBE WIRELESS, LLC, a Delaware limited liability company



By : Efstathios Kiousis  
Its Corporate Counsel and duly authorized agent

State of Michigan        )  
                                  )        SS  
County of Oakland        )

MICHELLE LYDIA LENNING  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 22, 2015  
ACTING IN COUNTY OF Oakland

On this 27<sup>th</sup> day of May 2015, before me a Notary Public, in and for the County of Oakland, State of Michigan, appeared Efstathios Kiousis as Corporate Counsel for VIBE WIRELESS, LLC, a Delaware limited liability company and subscribed and stated, under oath, that he has read the foregoing, and knows the contents thereof to be true to his own personal knowledge and belief.



Notary Public