

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

**ECHOSTAR SATELLITE OPERATING
CORPORATION**

Application for 60-day Special
Temporary Authority to Relocate the
EchoStar 15 Satellite to, and Operate It
at, the Nominal 45° W.L. Orbital
Location

File No. SAT-SAT-_____
Call Sign S2811

APPLICATION FOR SPECIAL TEMPORARY AUTHORITY

EchoStar Satellite Operating Corporation (“ESOC,” and with its affiliates, “EchoStar”) requests a 60-day special temporary authority (“STA”), pursuant to Section 25.120(b)(4) of the Commission’s Rules,¹ to relocate the EchoStar 15 Broadcasting-Satellite Service (“BSS”) satellite to the nominal 45° W.L. orbital location.²

¹ 47 C.F.R. § 25.120(b)(4).

² Should the Commission decide that a 30-day STA is more appropriate in these circumstances, EchoStar will accept a 30-day STA in lieu of the requested 60-day authorization. Concurrent with this request, EchoStar is also submitting STA requests for five earth stations to perform telemetry, tracking, and control (“TT&C”) and feeder link operations with EchoStar 15 during the relocation and the satellite’s initial operations at the 45.1° W.L. orbital location (Call Signs E070014, E080007, E980005, E020248, and E080120). EchoStar will also soon file to modify the permanent authorizations for EchoStar 15 and these earth stations to permit ongoing operations at the 45.1° W.L. orbital location.

I. OVERVIEW

In late 2012, the Commission authorized EchoStar to relocate EchoStar 15 to, and operate it at, 44.9° W.L.³ Today, EchoStar filed its notice as required by the relocation STA for that move that it has successfully transferred all traffic from EchoStar 15 to EchoStar 16.⁴ Accordingly, EchoStar holds today the authority, once it receives appropriate earth station authority, to commence EchoStar 15's move to, and operations at, the 45° W.L. cluster. Out of an abundance of caution, in addition to its requests for earth station STA, EchoStar submits today a request for satellite STA to allow relocation to the 45.1° W.L. orbital location instead of the 44.9° W.L. location as originally requested and granted. Because our permanent operations are now intended to take place at the 45.1° W.L. orbital location, our operational preference is to position EchoStar 15, our interim satellite, at that orbital location.⁵

As the Commission is aware, HNS Americas Comunicações Ltda. ("HNSA"), a wholly owned, indirect subsidiary of EchoStar Corporation, ESOC's ultimate parent company, holds an authorization to provide BSS services to Brazil from the nominal 45° W.L. orbital location.⁶ EchoStar has coordinated with Agência Nacional de Telecomunicações ("Anatel"), which

³ See *Stamp Grant*, File No. SAT-STA-20121022-00185 (granted Nov. 19, 2012) (authorizing relocation to 44.9° W.L. pursuant to STA); *Stamp Grant*, File No. SAT-MOD-20120814-00130 (granted Dec. 13, 2012) (authorizing operations at 44.9° W.L.).

⁴ *Stamp Grant*, File No. SAT-STA-20121022-00185 Condition 10 (granted Nov. 19, 2012) (providing a start date for the STA corresponding to the date that the transfer of all traffic from EchoStar 15 to EchoStar 16 is complete). To continue to provide system redundancy at the 61.5° W.L. orbital location, EchoStar will file an application seeking authority to move the EchoStar 8 satellite to the 61.5° W.L. cluster and to operate it there as an in-orbit spare.

⁵ As the Commission is aware, EchoStar cannot operate at the 45.0° W.L. orbital location due to an existing Fixed Satellite Service space station at that location.

⁶ A certified translation of the Brazilian authorization is attached. See Exhibit 1, Term of Right of Exploitation at 2 (referencing "45° W").

represents the administration of Brazil, on the precise location of operations within the cluster and has submitted to Anatel materials for an ITU filing for the 45.1° W.L. operations.⁷

Since the 45.1° W.L. orbital location is the preferred operating location for EchoStar's Brazilian BSS service operation, EchoStar requests that it be granted an STA to move EchoStar 15 to, and operate from, this location.

II. THIS REQUEST IS IN THE PUBLIC INTEREST, IS CONSISTENT WITH PAST PRECEDENT, AND WILL NOT CAUSE HARMFUL INTERFERENCE

The Commission has a long-standing policy of granting STAs where such an authorization will serve the public interest, convenience, and necessity, and will not cause harmful interference.⁸ The requested relocation of EchoStar 15 meets both of these tests. It has long been the Commission's policy that the public interest is generally furthered by leaving fleet management decisions to satellite operators. As the International Bureau has explained:

[T]he Commission attempts, when possible, to leave spacecraft design decisions to the space station licensee because the licensee is in a better position to determine how to tailor its system to meet the particular needs of its customers. Consequently the Commission will generally grant a licensee's request to modify its system, provided there are no compelling countervailing public interest considerations.⁹

As a result, the Commission has routinely authorized "satellite operators to rearrange satellites in their fleet to reflect business and customer considerations where no public interest

⁷ Grant of the requested satellite STA would be without prejudice to the Commission's potential action on EchoStar's outstanding application to launch and operate a Fixed Satellite Service ("FSS") satellite at the 45.1° W.L. orbital location. *See* File No. SAT-LOA-20120921-00152 (filed Sept. 21, 2012).

⁸ *See, e.g.,* Columbia Communications Corp., *Order*, 11 FCC Rcd. 8639, 8640 (1996); Newcomb Communications, Inc., *Order and Authorization*, 8 FCC Rcd. 3631, 3633 (1993); American Telephone & Telegraph Co., *Order*, 8 FCC Rcd. 8742 (1993).

⁹ AMSC Subsidiary Corp., *Order and Authorization*, 13 FCC Rcd. 12316, 12318 ¶ 8 (1998).

factors are adversely affected.”¹⁰ This includes permitting fleet reconfigurations designed to meet demands for capacity outside the United States.¹¹ Grant of this application is in the public interest for the same reasons that grant of the original STAs to relocate the EchoStar 15 satellite to the nominal 45° W.L. orbital location were in the public interest. Grant of this application will enable an American company to leverage its resources to expand its service offering to Brazil. Further, grant of this application provides a new potential avenue for U.S. programming to reach an audience in Brazil, a significant South American market.

Similarly, there are no countervailing public interest considerations. No customers will be negatively affected by the relocation, as the customers previously serviced by EchoStar 15 have been transferred to EchoStar 16. Nor will grant cause harmful interference to any authorized user of the spectrum. During EchoStar 15’s relocation to, and operations at, the nominal 45° W.L. orbital location, EchoStar will follow standard industry practices for coordination of TT&C and feeder link transmissions to ensure that operations do not cause harmful interference to any nearby satellite and will abide by the operational parameters set forth below.

¹⁰ See SES Americom, Inc., *Order and Authorization*, 21 FCC Rcd. 3430, 3433 ¶ 8 (2006) (citing Amendment of the Commission’s Space Station Licensing Rules and Policies, *Second Report and Order*, 18 FCC Rcd. 12507, 12509 ¶ 7 (2003)).

¹¹ See EchoStar Satellite Operating Corp., *Stamp Grant*, File No. SAT-MOD-20120814-00130 (granted Dec. 13, 2012) (granting modification of the authorization for EchoStar 15 to provide service to Brazil); Intelsat License LLC, *Stamp Grant*, File No. SAT-MOD-20110420-00073 (granted Mar. 3, 2012) (granting modification of the authorization for the Galaxy 26 satellite to provide service to the Middle East pursuant to a Turkish ITU filing); SES Americom, Inc., *Stamp Grant*, File No. SAT-MOD-20111025-00209 (granted Feb. 24, 2012) (granting modification of the authorization for AMC-2 to provide service exclusively into Sweden pursuant to a Swedish ITU filing); Intelsat North America LLC, *Stamp Grant*, File No. SAT-T/C-20100112-00009 (granted July 30, 2010); PanAmSat Licensee Corp., *Stamp Grant*, File No. SAT-MOD-20080225-00051 (granted July 22, 2008).

III. OPERATIONAL PARAMETERS

During relocation maneuvers of EchoStar 15 to the nominal 45° W.L. orbital location, all transponders other than the TT&C transponders will be switched off, and EchoStar will operate the satellite subject to the following conditions:

1. EchoStar shall coordinate all drift operations with other potentially affected in-orbit operators.
2. Drift operations shall be on a non-harmful interference basis, meaning that EchoStar shall not cause harmful interference to, and shall not claim protection from, harmful interference caused to it by any other lawfully operating satellites.
3. In the event that any harmful interference is caused as a result of relocation operations, EchoStar shall cease operations immediately upon notification of such interference and shall inform the Commission immediately, in writing, of such event.

While EchoStar 15 is stationed at the nominal 45° W.L. orbital location, EchoStar will operate the satellite in accordance with the following conditions:

1. Operations shall be on a non-harmful interference basis, meaning that EchoStar shall not cause harmful interference to, and shall not claim protection from, harmful interference caused to it by any other lawfully operating satellites operating within the parameters of applicable international coordination agreements.
2. In the event that any harmful interference is caused while the satellite is operating at the nominal 45° W.L. orbital location, EchoStar shall cease operations immediately upon notification of such interference and shall inform the Commission immediately, in writing, of such event.

IV. WAIVER PURSUANT TO SECTION 304 OF THE ACT

In accordance with Section 304 of the Communications Act of 1934, as amended, 47 U.S.C. § 304, EchoStar hereby waives any claim to the use of any particular frequency or use of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise.

V. CONCLUSION

For the foregoing reasons, EchoStar respectfully requests grant of the 60-day STA beginning on May 8, 2013, so that it can immediately begin the relocation of EchoStar 15 to the nominal 45° W.L. orbital location.

Respectfully submitted,

/s/

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May 2, 2013

EXHIBIT 1

TERM OF RIGHT OF EXPLORATION



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR

Tradutor Público e Intérprete Comercial
Inglês

Matriculado na Junta Comercial do Estado de São Paulo sob nº 1863
CPF 135.584.188-75 - RG 18.605.711-8 SSP/SP - CCM 4.215.987-3 - INSS 18087669008

LIVRO Nº 003

FOLHA 244

TRADUÇÃO Nº 276

I, Carlos Alberto Ferreira do Amaral Junior, Public Translator and Commercial Interpreter, enrolled with the Board of Trade of the State of São Paulo under No. 1863, in compliance with my duty, translated from Portuguese into English, to the best of my knowledge, a document entitled "Term of Exploration Right PVSS/SPV No. 157/2012", as follows:

TERM OF EXPLORATION RIGHT PVSS/SPV No. 157/2012

EXPLORATION RIGHT OF BRAZILIAN SATELLITE

HNS AMÉRICAS COMUNICAÇÕES LTDA.

ANATEL

National Telecommunications Agency

Private Service Superintendence

Bidding No. 002/2011/PVSS/SPV-ANATEL

TERM OF EXPLORATION RIGHT PVSS/SPV No. 157/2012-ANATEL

TERM OF EXPLORATION RIGHT OF BRAZILIAN
SATELLITE ENTERED INTO BY AND BETWEEN THE
NATIONAL TELECOMMUNICATIONS AGENCY - ANATEL
AND HNS AMÉRICAS COMUNICAÇÕES LTDA.

Hereby, on one hand, the **NATIONAL TELECOMMUNICATIONS AGENCY - ANATEL**, hereinafter referred to as Anatel, an entity of the **FEDERAL GOVERNMENT**, pursuant to Federal Law No. 9472 of July 16, 1997, General Law of Telecommunications - LGT, enrolled with CNPJ/MF under No. 02.030.715/0001-12, herein represented by its Superintendent of Private Services, BRUNO DE CARVALHO RAMOS, Brazilian, married, bearer of the Identity Card No. 17.385.071-6 issued by SSP-SP and enrolled with CPF/MF under No. 129.999.758-99, according to approval from the Board of Directors comprised in Act No. 1797 of March 28, 2012, published in the Official Gazette of the Union of April 05, 2012, and, on the other hand, **HNS AMÉRICAS COMUNICAÇÕES LTDA.**, enrolled with CNPJ/MF under No. 33.804.832/0001-10, hereinafter referred to as **SATELLITE EXPLORER**, herein represented by its Chief Executive Officer DELIO MORAIS, Brazilian, married, bearer of the Identity Card No. 164.932 issued by SSP-GO and enrolled with CPF/MF under No. 113.481.191-87, enter into this **TERM OF SATELLITE EXPLORATION RIGHT**, upon the following clauses and conditions:

Chapter I - Object, Area and Term of the Satellite Exploration Right

1.1. The object hereof is to provide the **SATELLITE EXPLORER** with the Exploration Right of Brazilian Satellite for Transport of Telecommunications Signals, in fair competition regime, through the non-exclusive occupation of geostationary orbital position that is in process of coordination or notification by Brazil in the International Telecommunication Union - ITU and the use of the associated radio-frequencies, both listed below.



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

245

Nº 276

Data: 18/07/2012

I. Orbital position 45°W;

II. Frequency ranges:

a) Intended to via satellite telecommunication:

Earth to space frequency bands	Space to Earth frequency bands
17.30 GHz to 17.80 GHz	12.20 GHz to 12.70 GHz
27.00 GHz to 30.00 GHz	17.70 GHz to 20.20 GHz
1,980.00 MHz to 2,025.00 MHz	2,160.00 MHz to 2,200.00 MHz
	2,483.50 MHz to 2,500.00 MHz

b) Intended to the control and monitoring:

Earth to space frequency bands	Space to Earth frequency bands
17,303.00 MHz 17,305.00 MHz 17,795.00 MHz	12,203.00 MHz
	12,204.00 MHz
	12,694.00 MHz
	12,695.00 MHz
	12,696.50 MHz
	12,697.50 MHz
27,503.00 MHz 27,505.00 MHz	17,804.00 MHz
	17,806.00 MHz
28,602.00 MHz	18,202.00 MHz

1.1.1. The satellite will be explored according to Anatel regulations and, especially, to the provisions of the Regulations on the Right of Satellite Exploration for Transport of Telecommunications Signals.

1.2. Exploration Right of Brazilian Satellite Exploration for Transport of Telecommunications Signals is what ensures the occupation of the orbit and the use of the radiofrequencies intended to the control and monitoring of the satellite and the via satellite telecommunication.

1.3. The geographic area of coverage corresponding to this Exploration Right is that one comprised in the Performance Methodology.

1.4. The Exploration Right set forth herein will be effective for a term of fifteen (15) years, from the date of publishing of the abstract of the Term in the Official Gazette of the Union, extendable only once, for the same period.

1.5. The extension of the term of exploration right and use of the radiofrequencies associated to the object hereof will be at onerous title.

1.6. This Term does not grant to the SATELLITE EXPLORER any exclusive right or prerogative, or privilege in the provision of space capacity.



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

246

Nº 276

Data: 18/07/2012

Chapter II - Amount of the Satellite Exploration Right

2.1. The amount of the Brazilian Satellite Exploration Right is of R\$ 145,200,000.00 (one hundred and forty-five million and two hundred thousand Reais), to be paid to the Telecommunications Inspection Fund - FISTEL, according to the conditions set forth in the Call for Bid.

2.1.1. The proposed price or 10% (ten percent) of such value shall be paid on a date to be established in the collection slip, before the date of execution hereof, and the amount to be paid shall be adjusted by the variation of the IST (Telecommunications Industry Index), from the date of delivery of the Identification Documents, Price Bids and Qualification Documentation until the date of effective payment, in case the payment is made after twelve (12) months from the delivery of the Identification Document, Price Bids and Qualification Documentation.

2.1.2. The remaining 90% (ninety percent) will be paid in six equal annual installments, due respectively within thirty-six (36), forty-eight (48), sixty (60), seventy-two (72) and ninety-six (96) months from the date of publishing in the Official Gazette of the Union - DOU of the abstract of this Term and the amount to be paid shall be adjusted according to the variation of the IST (Telecommunications Industry Index), from the date of delivery of the Identification Documents, Price Bids and Qualification Documentation, in case the payment is made twelve (12) months after such date, added of simple interest of 1% (one percent) per month, incurred on the adjusted value, from the date of publishing in the DOU of the Term abstract.

2.1.3. The delay in the payment of any installments within the terms set forth in item 2.1.2, in addition to the late penalty of 0.33% (thirty-three hundredths percent) per day, up to the limit of 10% (ten percent), added of interest equivalent to the reference rate of the Special System of Settlement and Custody - SELIC, accumulated on a monthly basis, from the month subsequent to the expiry of the term and of 1% (one percent) in the payment month, may imply termination of the Satellite Exploration Right, through application of lapse penalty.

Chapter III - Technical Project

3.1. The SATELLITE EXPLORER binds itself to inform Anatel in advance on technical changes to the project, in relation to the provisions of the Performance Methodology, under penalty of termination of the Exploration Right and loss of the value paid for such right, as provided for in item 2.1.

3.2. No changes will be admitted:

a) of the term of five (5) years for the start of operation of the space segment, counting from the date of publishing of the Term abstract in the Official Gazette of the Union, except in force majeure events or acts of God;

b) of the technical requirements of the project set forth in Attachment I hereto (Call for Bid No. 002/2011/PVSS/SPV-ANATEL).

3.2.1. The non-compliance with those obligations subject the SATELLITE EXPLORER to the lapse of the Exploration Right and loss of the values of the installments paid for the right referred to in item 2.1.

3.2.2. In addition to the provisions of item 3.2.1, the non-compliance with the commitment to place the space segment in operation within the established term implies the execution by Anatel of the performance bond of said commitment.



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

247

Nº 276

Data: 18/07/2012

Chapter IV - Mode, Form and Conditions for Satellite Exploration

4.1. The space segment will be commercially explored in compliance with the terms of the concerning regulations and in compliance with the conditions set forth in the Performance Methodology.

4.2. The SATELLITE EXPLORER will not have vested right to the keeping of the conditions existing on the date of execution hereof, being required to comply with the new provisions of law and of the regulations, within the established terms.

4.3. The SATELLITE EXPLORER shall ensure that the access to its satellite, in the Brazilian territory, is made only by entities holding concession, permission or authorization for exploration of telecommunications services or by the organs identified in item 5.1.6.

4.4. The SATELLITE EXPLORER will explore the provision of the space capacity on its own account and risk, being fully and solely responsible for any losses arising from its exploration.

4.5. The SATELLITE EXPLORER is the sole responsible for any damage it may cause to the providers or to third parties as a result of the exploration of the space capacity provision, excluding all and any responsibility to Anatel.

4.6. While this Exploration Right is in force, the SATELLITE EXPLORER binds itself to ensure the effective existence, in Brazilian territory, of the deliberation and implementation centers of the strategic, managerial and technical decisions involved in the compliance with this Term, including causing such obligation to be reflected in the composition and in the decision procedures of its management bodies.

4.6.1. The SATELLITE EXPLORER shall show, by means of provisions in its Corporate Bylaws, that it complies with the provisions of item 4.6, within a term of up to six (6) months from the date of publishing of the abstract of this Term in the Official Gazette of the Union.

4.7. Taking into consideration the community interest, the interruption of the provision of space capacity, in emergency situation or after prior notice, for reasons of technical character or safety of people and assets or in case of default from the provider, is not characterized as interruption of the provision.

4.7.1. The interruption in the provision of space capacity due to predictable astronomic events, and ephemeris, does not characterize interruption of such provision, however the SATELLITE EXPLORER binds itself to inform in advance all providers about the occurrence of those events.

4.8. The SATELLITE EXPLORER may transfer this Exploration Right or make any change that may characterize transfer of control only after getting the consent from Anatel, in compliance with the regulatory requirements.

Chapter V - Rights and Duties of the SATELLITE EXPLORER

5.1. The rights and duties of the SATELLITE EXPLORER are those provided for in Law No. 9472/97, in the regulations and in this Term.

5.2. SATELLITE EXPLORER binds itself to keep, during the Exploration Right period, the commitments undertaken in the Performance Methodology, in addition to all other conditions that permitted its qualification, including to respect and comply with all conditions and limitations imposed to



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

248

Nº 276

Data: 18/07/2012

the space segment, as provided for herein and accepted by Anatel, arising from the international and national coordination processes.

5.3. The SATELLITE EXPLORER may, only in the performance of activities related to the granted Exploration Right, take advantage of information related to the individual use of capacity in the space segment by provider, being also permitted to disclose to third parties aggregate information on the use of its space segment, provided that this does not mean the direct or indirect identification of provider of infringement of its business secrecy.

5.3.1. The disclosure of individual information of provider will depend on express and specific consent from the provider.

5.4. The SATELLITE EXPLORER shall keep available to Anatel, at any time, up-to-date registration of all providers that contract the provision of space capacity, containing at least the name or the corporate name of the provider and its domicile or headquarters.

5.5. When requested by Anatel, the SATELLITE EXPLORER will provide data on the provision of space capacity to the providers.

5.6. The SATELLITE EXPLORER will keep Brazilian human resources, in Brazilian territory, in quantity sufficient to the full operation, on a 24 hours per day, 7 days per week basis, of the Control Station, located in Brazilian territory, of its satellite.

5.7. The SATELLITE EXPLORER is entitled to the free exploration of the satellite set forth herein and shall comply, like any explorer of economic activity, with the principles and rules related to the free initiative, free competition, social function of the ownership, consumer defense and restraint with the abuse of economic power.

5.8. The SATELLITE EXPLORER, always when it deems itself as victim of unfair competition or abuse of economic power, will be entitled to submit a petition to Anatel.

5.9. In situations of public calamity or catastrophe, the SATELLITE EXPLORER undertakes the commitment to comply in priority with the applications for provision for space capacity made by the Government bodies.

5.10. The SATELLITE EXPLORER cannot give in guarantee or dispose of the equipment required to the compliance with the obligations set forth herein, without the consent from Anatel.

5.11. In the contracting of services and in the acquisition of equipment and materials linked to the provision of space capacity set forth herein, SATELLITE EXPLORER binds itself to take into consideration the offers from independent suppliers, including the Brazilian ones, and take its decision, concerning the several submitted offers, based on the compliance with objective criteria of price, delivery conditions and technical specifications provided for in the applicable regulations.

5.11.1. In the contracting hereof, the procedures of the Regulations on Procedures for Contracting of Services and Acquisition of Equipment or Materials by the Telecommunications Service Providers shall apply, as approved by Resolution No. 155 of August 16, 1999, as amended by Resolution No. 421 of December 02, 2005.

5.12. The SATELLITE EXPLORER shall ensure that the installation of its telecommunications stations, as well as their enlargement, are in compliance with the regulatory provisions, especially complying with



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR

Tradutor Público e Intérprete Comercial
Inglês

249

Nº 276

Data: 18/07/2012

the limits related to the distance from airports, aerodromes, radiogoniometry stations and Indigenous areas.

5.13. The SATELLITE EXPLORER binds itself, under penalty of lapse of the exploration right, in addition to other penalties, to ensure the continuity of the provision of space capacity throughout the validity period hereof.

5.14. SATELLITE EXPLORER binds itself to continue the process of coordination, notification and registration of the orbital position and associated radiofrequencies, according to the procedures of the ITU Radiocommunication Regulations.

5.15. The SATELLITE EXPLORER is also responsible for the following:

- a) to permit the Anatel inspection Agents to have free access, at any time, to the works, equipment and facilities related to the Exploration Right, as well as its accounting records;
- b) to keep up-to-date the inventory and registration of the assets used in the satellite exploration;
- c) to receive and settle the claims and complaints from the providers;
- d) to attend, always when called by Anatel, the meetings related to processes of coordination of the orbit resources and radio electric spectrum.

5.16. The SATELLITE EXPLORER, pursuant to Article 135 of Law No. 9472/97, undertakes the commitment to provide preferred space capacity to the following bodies:

- a) Essential Bodies of the Presidency of the Republic;
- b) Ministry of the Defense;
- c) Ministry of the Justice;
- d) Federal Police Department;
- e) Military Police and Fire Departments.

5.16.1. The commitment detailed in this item will comprise the bodies or entities that may undertake, fully or partially, the functions of the bodies appointed in item 5.16.

5.17. Once the commitment to the commissioning of the space segment is complied with, SATELLITE EXPLORER is entitled to redeem the value given as performance bond of said commitment.

Chapter VI - Anatel Prerogatives

6.1. Without prejudice to the other regulatory provisions, Anatel is responsible, in the compliance with its attributions as regulatory body, for the following:

- a) to inspect the satellite exploration set forth herein, applying the regulatory penalties;



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

250

Nº 276

Data: 18/07/2012

- b) to terminate the Satellite Exploration Right, set forth herein, in the cases provided for in this instrument and in the regulations;
- c) to cause the regulations to be complied with, including those that may be enacted during the whole term hereof;
- d) to watch for the good quality of the provision of space capacity, to receive, ascertain and settle claims and complaints from the providers;
- e) to restrain behaviors harmful to the free competition;
- f) to prevent the economic concentration, including by the imposition of restrictions, limits or conditions for the transfer hereof;
- g) to pay the fees related to FISTEL, taking the measures provided for in the laws;
- h) to enforce the performance bond of the commitment to place the space segment in operation, in case the commitment is not complied with on a timely basis.

Chapter VII - Rights and Duties of the Providers

7.1. The rights and duties of the providers are those set forth in Law No. 9472/97 and in the regulations, especially:

- a) the access and enjoyment of the provision of space capacity according to the standards of quality, regularity and effectiveness provided for in the regulations;
- b) the non-discriminatory treatment concerning the conditions of access and enjoyment of the provision of space capacity;
- c) the obtaining and use of space capacity, with free choice, complying with the technical limitations and with the regulations;
- d) the inviolability and secrecy of the communication, complying with the constitutional and legal hypothesis and conditions of breach of telecommunications secrecy;
- e) the prior knowledge of all and any change in the conditions for the provision of space capacity that may affect it either directly or indirectly;
- f) the receiving, within reasonable terms, of effective answers to its complaints;
- g) the forwarding of complaints or charges against the SATELLITE EXPLORER to Anatel;
- h) the remediation for the damages caused by the infringement of its rights;
- i) not to be obliged to consume services or acquire assets or equipment that is not of its interest.

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Inglês

251

Nº 276

Data: 18/07/2012

Chapter VIII - Penalties

8.1. The non-compliance with conditions or undertaken commitments, associated to the Exploration Right, will subject the SATELLITE EXPLORER to the penalties established in specific regulations, without prejudice to the penalties of civil and criminal nature.

Chapter IX - Termination of the Satellite Exploration Right

9.1. The Exploration Right set forth herein will be terminated through revocation, lapse, bilateral termination or annulment and according to the procedures set forth in the regulations.

9.2. The revocation of the Exploration Right can be declared when there is loss of the conditions essential to the keeping of the Exploration Right by the SATELLITE EXPLORER.

9.3. The lapse of this Exploration Right can be declared in the following hypotheses:

- a) practice of serious infringement;
- b) irregular transfer of the Exploration Right;
- c) reiterated non-compliance with the commitments undertaken herein or with the provisions of the regulations;
- d) non-payment of the fees incurred on the Exploration Right.

9.4. The annulment of the Exploration Right will arise from the recognition, by the administrative or court authority, of irremediable irregularity of this Term.

9.5. The bilateral termination will be effective from an application, duly justified, made by the SATELLITE EXPLORER, appointing the period in which it intends to continue exercising the Exploration Right before its definitive interruption, which cannot be lower than thirty-six (36) months.

9.5.1. The application will be analyzed by Anatel, which made impose conditions to its granting, aiming at the preservation of continuity of the telecommunications services that use the spectrum and the orbital position set forth herein, especially those involving the interests of the federal government.

9.5.2. The bilateral termination does not exclude the obligatory responsibility of the SATELLITE EXPLORER for the damages caused to the providers arising from the interruption of the provision of space capacity contracted before.

9.5.3. The bilateral termination instrument will contain provisions about the conditions and terms of such termination.

9.6. The termination of the exploration right shall be declared in a proper administrative procedure, ensuring the adversary proceeding and the full defense from the SATELLITE EXPLORER.

9.7. Anatel cannot be held liable to the providers or third parties for any charges, burdens, obligations or commitments with third parties or with the employees of the SATELLITE EXPLORER arising from the termination occurred as provided for in the regulations and herein.



CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR
Tradutor Público e Intérprete Comercial
Inglês

252

Nº 276

Data: 18/07/2012

Chapter X - Governing Law and Applicable Documents

10.1. This term is governed by Law No. 9472/97 and regulations arising therefrom, especially the Regulations on the Satellite Exploration Right for Transport of Telecommunications Signals.

10.2. The Performance Methodology is an integral part of this Term, as if it was transcribed herein.

10.2.1. Any change in the Performance Methodology will become effective only upon the execution of an Amendment to this Term.

Chapter XI - Venue

11.1. The parties hereto elect the judiciary chapter of the Federal Justice of Brasília, Distrito Federal, as the proper venue to settle any disputes arising from this Term of Exploration Right.

Chapter XII - Final Provisions

12.1. This Term of Exploration Right will become effective and in force from the publishing of its abstract in the Official Gazette of the Union.

In witness whereof, the parties hereto caused this Term of Exploration Right to be executed in two (2) copies of equal contents and tenor, before the undersigned witnesses, for its due and legal effects.

Brasília, Distrito Federal, May, 04 2012.

By Anatel:

(sgd.) *(illegible)*
BRUNO DE CARVALHO RAMOS
Superintendent of Private Services

By the SATELLITE EXPLORER:

(sgd.) *(illegible)*
DELIO MORAIS
President Director

Witnesses:

(sgd.) *(illegible)*
Name: Anne Danielly Gomes Durães
Identity document: 2.042.315 SSP/DF

(sgd.) *(illegible)*
Name: David de Oliveira Penha
Identity document: M.9.065.264 SSP/MG



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 Tradutor Público e Intérprete Comercial
 Inglês

302

Nº 276

Data: 18/07/2012

118 - ISSN 1677-7069 - Official Gazette of the Union - Section 3 - No. 88
 Tuesday, May 08, 2012.

Abstract of Term of Satellite Exploration Right PVSS/SPV No. 157/2012

PARTIES: NATIONAL TELECOMMUNICATIONS AGENCY - Anatel and HNS AMÉRICAS COMUNICAÇÕES LTDA.

KIND: Term of Brazilian Satellite Exploration Right corresponding to Act No. 1797 of March 28, 2012.

OBJECT: Exploration of Brazilian Satellite for Transport of Telecommunications Signals.

TERM: 15 (fifteen) years, as provided for in Article 172 of Law No. 9472 of July 16, 1997.

SIGNATURE DATE: May 04, 2012.

SIGNATORIES:

By Anatel: Bruno de Carvalho Ramos - Superintendent of Private Services

By the Satellite Explorer: Delio Morais - Chief Executive Officer

These are the contents of said document, which I faithfully translated into the English language.

São Paulo - SP, July 18, 2012.



Carlos Alberto Ferreira do Amaral Junior
 Carlos Alberto Ferreira do Amaral Junior

Receipt No.: 127

18º OFICIAL DE REGISTRO CIVIL DAS PESSOAS NATURAIS IPIRANGA
RINALDO ZAMPIERI

Reconheço, por semelhança, a firma de: CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR; em documento sem valor econômico, dou fé.
 São Paulo, 18 de julho de 2012.
 Em Teste da verdade. CDD.F201549561530130062655-04207

BEL. MARCELO JOSÉ SILVA DOS SANTOS - Escrevente (0td 18/07/2012)

RUA BOM PASTOR, 499 - CEP 04203-030 - IPIRANGA - SÃO PAULO

Carteira Nacional do Brasil
FIRMA 1
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VALDO COSTA DE MOURA DE AUTENTICAÇÃO