

E980005 SES-STA-20130502-00369 IB2013000949  
EchoStar Broadcasting Corporation

Approved by OMB  
3060-0678

APPLICATION FOR EARTH STATION SPECIAL TEMPORARY AUTHORITY

APPLICANT INFORMATION Enter a description of this application to identify it on the main menu:  
E980005

1. Applicant

**Name:** EchoStar Broadcasting Corporation **Phone Number:** 202-293-0981  
**DBA Name:** **Fax Number:**  
**Street:** 100 Inverness Terrace East **E-Mail:**  
**City:** Englewood **State:** CO  
**Country:** USA **Zipcode:** 80112  
**Attention:** -



File # SES-STA-20130502-00369  
E980005  
Call Sign (or other identifier) Grant Date 5-8-13  
Term Dates  
From 5-8-13 To: 7-16-13  
Approved: *[Signature]*

Applicant: EchoStar Broadcasting Corporation

Call Signs:	File Numbers:
E080120	SES-STA-20130502-00365
E070014	SES-STA-20130502-00366
E080007	SES-STA-20130502-00367
E020248	SES-STA-20130502-00368
E980005	SES-STA-20130502-00369

Special Temporary Authority (STA)

EchoStar Broadcasting Corporation is granted special temporary authority from May 8, 2013 to July 6, 2013, to operate a above fixed earth station to conduct telemetry, tracking, and command (TT&C) operations necessary to drift EchoStar 15 (S2811) from its currently authorized orbital location of 61.5° W.L. to the 45.1° W.L. orbital location, and to maintain EchoStar 15 at 45.1° W.L., using the following center frequencies: 17.7915 GHz and 17.7935 GHz (Earth-to-space); and 12.6920 GHz, 12.6930 GHz, 12.6945 GHz, and 12.6985 GHz (space-to-Earth).<sup>[1]</sup> EchoStar is also authorized to provide Broadcasting-Satellite Service (BSS) on a temporary basis via EchoStar 15 at 45.1° W.L. in the 12.2-12.7 GHz (space-to-Earth) and 17.3-17.8 GHz (Earth-to-space) frequency bands. Operations under this authorization are subject to the terms, conditions, and technical specifications set forth in EchoStar's application and the Federal Communications Commission's rules, and are subject to the conditions set forth below.

1. All operations under this grant of special temporary authority must be on an unprotected and non-harmful interference basis. EchoStar must not cause harmful interference to, and must not claim protection from interference caused to it by, any other lawfully operating radio communication system.
2. In the event EchoStar's operations under this grant of special temporary authority cause harmful interference to any other lawfully operating radio communication system, EchoStar must cease operations immediately upon notification of such interference and must immediately inform the Commission, in writing, of such an event.
3. EchoStar must coordinate operations of EchoStar 15 with existing geostationary space stations to ensure that no unacceptable interference results from its operations at the 45.1° W.L. orbital location or during the drift to the 45.1° W.L. orbital location.
4. EchoStar must operate only the TT&C frequencies on EchoStar 15 during the drift from the 61.5° W.L. orbital location to the 45.1° W.L. orbital location.
5. EchoStar must maintain the EchoStar 15 space station with an east/west longitudinal station-keeping tolerance of +/- 0.05 degrees of the 45.1° W.L. orbital location.
6. This authorization is issued with the understanding that, to the extent EchoStar and its affiliated companies, pursuant to any arrangement with the Brazilian Administration, conforms its operations to any parameters agreed to in coordination agreements between the Brazilian Administration

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<sup>[1]</sup> The Commission previously authorized EchoStar to relocate EchoStar 15 to, and operate it at, the 44.9° W.L. orbital location, instead of its current authorized location of 61.5° W.L. See IBFS File Nos. SAT-STA-20121022-00185 (granted Nov. 19, 2012) and SAT-MOD-20120814-00130 (granted Dec. 13, 2012). EchoStar did not, however, relocate EchoStar 15 from the 61.5° W.L. EchoStar now states that permanent operations of EchoStar 15 are intended to take place at the 45.1° W.L. orbital location, rather than at previously authorized location of 44.9° W.L. See Narrative at 2.

and other Administrations, responsibility for both compliance with, and enforcing compliance with, those arrangements and agreements is a matter that would arise under private law.


7. The United States remains the licensing administration of the EchoStar 15 space station and its communications payloads for purposes of International Telecommunication Union (ITU) Radio Regulation 18.1 and is the administration responsible for the operations of EchoStar 15. The U.S. Administration will not object to use of the EchoStar 15 satellite by the Brazilian Administration for claiming bringing into use or continuing the use of orbital assignments at 45.1° W.L. This grant does not in any way express a view concerning, or agreement as to, the validity or lack of validity of any ITU filing at or within the vicinity of the 45.1° W.L. orbital location.

8. In connection with the provision of service in any particular country, EchoStar is obliged to comply with the applicable laws, regulations, rules, and licensing procedures of that country.

9. Any action taken or expense incurred as a result of operations pursuant to this grant of special temporary authority is at EchoStar's own risk.

10. Grant of this authorization is without prejudice to any determination that the Commission may make regarding IBFS File No. SAT-MOD-20130503-00066 and IBFS File Nos. SES-MFS-20130503-00359, SES-MFS-20130503-00360, SES-MFS-20130503-00361, SES-MFS-20130503-00362, SES-MOD-20130503-00364.

11. This grant is issued pursuant to Section 0.261 of the Commission's rules on delegated authority, 47 C.F.R. § 0.261, and is effective upon release.

 <b>GRANTED</b> International Bureau	File # <u>SES-STA-20130503-00364</u>
	Call Sign <u>E980005</u> Grant Date <u>5-8-13</u>
	(or other identifier)
	From <u>5-8-13</u> Term Dates To: <u>7-16-13</u>
	Approved: <u>Paul E. Hayes</u>

**2. Contact**

**Name:** Pantelis Michalopoulos      **Phone Number:** 202-429-6494  
**Company:** Steptoe & Johnson LLP      **Fax Number:** 202-429-3902  
**Street:** 1330 Connecticut Ave      **E-Mail:** pmichalopoulos@steptoe.com  
**City:** Washington      **State:** DC  
**Country:** USA      **Zipcode:** 20036  
**Attention:**      **Relationship:** Legal Counsel

(If your application is related to an application filed with the Commission, enter either the file number or the IB Submission ID of the related application. Please enter only one.)

3. Reference File Number or Submission ID

4a. Is a fee submitted with this application?

If Yes, complete and attach FCC Form 159. If No, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114).

Governmental Entity     Noncommercial educational licensee

Other (please explain):

4b. Fee Classification    CGX – Fixed Satellite Transmit/Receive Earth Station

5. Type Request

Use Prior to Grant       Change Station Location       Other

6. Requested Use Prior Date

7. City/Cheyenne      8. Latitude (dd mm ss.s h)    41 7 56.4 N

9. State WY	10. Longitude (dd mm ss.s h) 104 44 10.4 W
11. Please supply any need attachments. Attachment 1: Narrative Attachment 2: Attachment 3:	
12. Description. (If the complete description does not appear in this box, please go to the end of the form to view it in its entirety.) Request STA to communicate with EchoStar 15 during relocation to 45.1 WL and once on station at 45.1 WL pending grant of permanent modification	
13. By checking Yes, the undersigned certifies that neither applicant nor any other party to the application is subject to a denial of Federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Act of 1988, 21 U.S.C. Section 862, because of a conviction for possession or distribution of a controlled substance. See 47 CFR 1.2002(b) for the meaning of &quot;party to the application&quot;; for these purposes. Yes <input checked="" type="radio"/> No <input type="radio"/>	
14. Name of Person Signing Pantelis Michalopoulos	15. Title of Person Signing Counsel to EchoStar Broadcasting Corporation
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND / OR IMPRISONMENT (U.S. Code, Title 18, Section 1001), AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).	

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

In the Matter of

**ECHOSTAR BROADCASTING  
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. SES-STA-\_\_\_\_\_  
Call Sign E070014

File No. SES-STA-\_\_\_\_\_  
Call Sign E080007

File No. SES-STA-\_\_\_\_\_  
Call Sign E980005

File No. SES-STA-\_\_\_\_\_  
Call Sign E020248

File No. SES-STA-\_\_\_\_\_  
Call Sign E080120

**APPLICATION FOR SPECIAL TEMPORARY AUTHORITY**

EchoStar Broadcasting Corporation (“EchoStar Broadcasting,” and with its affiliates, “EchoStar”) requests 60-day special temporary authority (“STA”), pursuant to Section 25.120(b)(4) of the Commission’s Rules,<sup>1</sup> to use five of its earth stations (Call Signs E070014, E080007, E980005, E020248, and E08120) to provide telemetry, tracking, and control (“TT&C”) during the relocation of the EchoStar 15 Broadcasting-Satellite Service (“BSS”) satellite to the nominal 45° W.L. orbital location and to perform TT&C and feeder link operations with the satellite at that location.<sup>2</sup>

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<sup>1</sup> 47 C.F.R. § 25.120(b)(4).

<sup>2</sup> EchoStar Broadcasting requests STA to use all frequencies currently authorized for each earth station. *See* Call Sign E070014, File No. SES-MFS-20120815-00748 (granted Feb. 27, 2013); Call Sign E080007, File Nos. SES-MFS-20110419-00464, SES-AFS-20120214-00170 (granted Feb. 28, 2012); Call Sign E980005, File No. SES-MFS-20120815-00749 (granted Feb. 27, 2013); Call Sign E020248, File No. SES-MOD-20120815-00750 (granted Dec. 28, 2012); Call Sign E080120, File No. SES-MFS-20121203-01052 (granted Mar. 28, 2013). Should the Commission decide that a 30-day STA is more appropriate in these circumstances, EchoStar will

## I. OVERVIEW

In late 2012, the Commission authorized EchoStar to relocate EchoStar 15 to, and operate it at, 44.9° W.L.<sup>3</sup> 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.<sup>4</sup> 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.<sup>5</sup>

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

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accept a 30-day STA in lieu of the requested 60-day authorization. Concurrent with this request, EchoStar is also submitting a satellite STA request for relocation to, and initial operations at, the 45.1° W.L. orbital location. 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.

<sup>3</sup> 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.).

<sup>4</sup> *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.

<sup>5</sup> 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.



authorization to provide BSS services to Brazil from the nominal 45° W.L. orbital location.<sup>6</sup> EchoStar has coordinated with Agência Nacional de Telecomunicações (“Anatel”), which 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.<sup>7</sup>

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.<sup>8</sup> 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

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<sup>6</sup> A certified translation of the Brazilian authorization is attached. *See* Exhibit 1, Term of Right of Exploitation at 2 (referencing “45° W”).

<sup>7</sup> 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).

<sup>8</sup> *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).

system, provided there are no compelling countervailing public interest considerations.<sup>9</sup>

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 factors are adversely affected.”<sup>10</sup> This includes permitting fleet reconfigurations designed to meet demands for capacity outside the United States.<sup>11</sup> 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

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

<sup>10</sup> 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)).

<sup>11</sup> 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).

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.

### **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



**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

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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
27,503.00 MHz 27,505.00 MHz	12,697.50 MHz
	17,804.00 MHz
28,602.00 MHz	17,806.00 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  
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**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

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**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



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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



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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;



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- 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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**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.



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**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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 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  
**RINALDO ZAMPIERI** **IPIRANGA**

Reconheço, por semelhança, a firma de: CARLOS ALBERTO FERREIRA DO AMARAL JUNIOR, em documento sem valor econômico, do dia 18 de julho de 2012, em São Paulo, SP, de julho de 2012.

Em teste da verdade. COB: F201549561538139522455-8287

DEL. MARCELO JOSÉ SILVA DOS SANTOS - Escrevente (Tua Inscrição Nº 31.388)

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

**Colégio Notarial do Brasil**  
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