



June 30, 2016

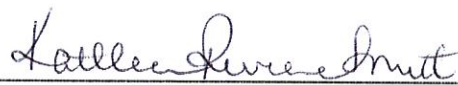
The Chief Executive Officer
NEWCO2015 LIMITED
Holy Cross Church Administration Centre
Highbury Park
Nassau, Bahamas

Dear Sir:

Re: Issuance of an Individual Spectrum Licence – IS-16-0005

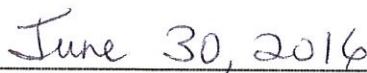
In exercise of the powers conferred on it under sections 26 and 113(4)(a) of the Communications Act, 2009 ("Comms Act"), the Utilities Regulation and Competition Authority (URCA) hereby issues NEWCO2015 LIMITED an Individual Spectrum Licence.

Signed and Sealed by:
For the Utilities Regulation &
Competition Authority




Kathleen Riviere-Smith
Chief Executive Officer

Date:




Signed by:
For NEWCO2015 LIMITED



DAMIAN MICHAEL BLACKBURN
Chief Executive Officer

Date:



UTILITIES REGULATION & COMPETITION AUTHORITY

Frederick House, Frederick Street | P.O. Box N-4860 Nassau, Bahamas | T 242.393.0234 / F 242.393.0153 / 242.393.0237

www.urcabahamas.bs



NEWCO2015 LIMITED
Holy Cross Church Administration Centre
Highbury Park
Nassau, Bahamas

INDIVIDUAL SPECTRUM LICENCE - IS-16-0005

Commencement Date: June 30, 2016

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1 DEFINITIONS

1.1 In this Licence, except in so far as the context otherwise requires:

“Assigned Radio Spectrum” means the radio spectrum set out in the Appendix, as amended from time to time;

“Commencement Date” means the date on the front of this Licence;

“Communication” means a communication for transmission by a Network;

“Communications Act” means the Communications Act 2009;

“Condition” means a condition in this Licence;

“Equipment” includes any equipment, machinery or device and any wire or cable and the casing or coating for any wire or cable;

“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);

“Harmful Interference” means any Interference which has, is, or, in the reasonable opinion of URCA, is likely imminently to: (a) cause loss or damage to any person; (b) impair the normal operation of any Network; (c) corrupt any message conveyed by any such system, to a material extent; (d) endanger the functioning of a radionavigation service or of other safety services; or (e) seriously degrade, obstruct or repeatedly interrupt a Radiocommunications service operating in accordance with the terms of a relevant Spectrum Licence or other Regulatory And Other Measures;

“Interference” means, in relation to any terrestrial technical system, the prejudicing by any emission or reflection by the Licensee’s Radiocommunications Station or Radiocommunications Equipment of any of the forms of electromagnetic energy, of the fulfilment of the purposes for which that terrestrial technical system is installed or maintained;

“International Standards Bodies” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body specified by URCA to be an International Standards Body;

“Mobile Speech Communications Service” means any Radiocommunications service the functionality of which enables continued use of speech Communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its Network;

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz;

“Radiocommunications Equipment” means any Equipment designed or used for Radiocommunications;

“Radiocommunications Station” means a site upon which Radiocommunications Equipment is deployed, including any vehicle, ship or aircraft;

“Technical Conditions” means the technical conditions that apply to the use of the whole or any part of the Assigned Radio Spectrum, in terms of radiated power limits, technical standard, modulation techniques or other characteristics established by URCA;

“Territory” means, in respect of each frequency range, the geographic area specified in the Appendix, as may be amended from time to time;

“UAT Act” means the Utilities Appeal Tribunal Act; and

“URCA Act” means the Utilities Regulation and Competition Authority Act 2009.

1.2 For the purpose of interpreting the Conditions in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:

- (a) the Licence, and otherwise
- (b) the Communications Act, and otherwise
- (c) the URCA Act, and otherwise
- (d) the UAT Act;

1.2.2 for ease of reference, in this Licence, terms defined in the Communications Act have been capitalised;

- 1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;
- 1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to the Licence, as modified from time to time in accordance with this Licence and the Communications Act;
- 1.2.5 a Document will be incorporated into and form part of the Licence if it is referred to in this Licence and a reference to a Document is to a Document as modified from time to time;
- 1.2.6 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;
- 1.2.7 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;
- 1.2.8 use of the word “include” or “including” is to be construed as being without limitation;
- 1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and
- 1.2.11 reference to persons shall include firms or companies.

2 DURATION

- 2.1 This Licence shall come into force on the Commencement Date and shall be valid for a period of fifteen years (15) from the Commencement Date.¹
- 2.2 This Licence may be further renewed for such period as URCA thinks fit and subject to such terms and conditions as may be specified by URCA under section 26 of the Communications Act.

¹ The duration of the licence is set on a case by case basis and will depend on surrounding factors, such as the duration of any related operating licences and whether the spectrum is required for temporary use or trial use.

3 **SCOPE OF THE LICENCE**

- 3.1 The Licensee shall be permitted, subject to the provisions of this Licence and the Technical Conditions, to use the Assigned Radio Spectrum in the Territory or, where no Territory is specified in the Appendix for any Assigned Radio Spectrum, the Commonwealth of The Bahamas.
- 3.2 Subject to all other applicable laws and regulations of The Bahamas at the time being in force, the Licensee undertakes to comply with the Conditions of the Licence, any schedules to the Licence, any Regulatory And Other Measures and the provisions of the Communications Act.

4 **PAYMENT OF LICENCE FEE**

- 4.1 The Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act, in the manner notified by URCA:
 - 4.1.1 any URCA Fees;
 - 4.1.2 the spectrum fees payable pursuant to section 93 of the Communications Act;
 - 4.1.3 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.

5 **USE OF RADIO SPECTRUM**

- 5.1 The Licensee shall take all necessary steps to ensure that the use of the Assigned Radio Spectrum is safe and does not cause Harmful Interference to the other existing Radiocommunications Stations and Networks operating in the same geographical area or radio frequency band or in adjacent areas or bands.
- 5.2 The Licensee shall take all appropriate measures to ensure that its Radiocommunications Equipment are adequately protected from interference that may be caused by Radiocommunications Stations and Networks operating in the same geographical area or radio frequency band or in adjacent areas or bands.
- 5.3 The Licensee shall take all necessary steps to comply with any relevant Technical Conditions, including those established in URCA's guidelines, and compulsory standards and specifications published by International Standards Bodies relating to the use of the Assigned Radio Spectrum. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.

- 5.4 The Licensee shall cooperate with URCA for the purposes of assisting URCA in coordinating and managing the efficient use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to URCA, and the reduction of emission levels of Radiocommunications Stations.
- 5.5 Subject to this Condition, the use of any part of the Assigned Radio Spectrum for the purposes of managing Harmful Interference (including the provisioning for a guard band(s)) shall be at the discretion of the Licensee.
- 5.6 Where the Licensee's Radiocommunications Station or Radiocommunications Equipment causes the emission of Harmful Interference or directly causes any other Radiocommunications Station or Radiocommunications Equipment to emit Harmful Interference, the Licensee shall promptly take such reasonably practicable steps as URCA may direct to remove the source of such Harmful Interference or to mitigate its effect.
- 5.7 In making any direction under Condition 5.6, URCA shall consult the Licensee and any other person it considers may be affected by the direction in such manner and for such period as it considers appropriate, having regard in particular to the urgency of the matter.
- 5.8 The Licensee shall investigate, immediately upon being notified in writing from URCA, any complaint alleging that Harmful Interference has been, is being or is about to be emitted by its Radiocommunications Station or Radiocommunications Equipment.
- 5.9 The Licensee shall furnish to URCA, in such manner and at such times as URCA may reasonably request, all information about any investigation carried out pursuant to Condition 5.8 including, without limitation, any and all steps taken by the Licensee to comply with any guidance given by URCA in respect of the application of this Condition.
- 5.10 Unless expressly permitted in the Appendix, the Licensee shall not do any of the following:
 - 5.10.1 use or intentionally allow the use of its Assigned Radio Spectrum for the provision of any Mobile Speech Communications Service;
 - 5.10.2 implement any technology that is intended to provide the ability or facilitate the use of any terminal equipment of any Subscriber to receive, use or provide Mobile Speech Communications Services.

6 RADIOCOMMUNICATIONS EQUIPMENT

- 6.1 The Licensee shall comply with any relevant compulsory standards and specifications published by International Standards Bodies for emissions, non-ionising radiation safety and electromagnetic compatibility in connection with any of its Radiocommunications Equipment. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.
- 6.2 In the absence of such standards, specifications or recommendations referred to in Conditions 6.1 above, the Licensee shall take full account of any other standard specified by URCA, provided that URCA shall not specify such a standard if an appropriate international standard is expected to be promulgated within a reasonable time.
- 6.3 The Licensee shall ensure that the Radiocommunications Equipment that are operated within the Assigned Radio Spectrum are not used for unlawful purposes or misused in any way.
- 6.4 The Licensee shall ensure that all persons using its Radiocommunications Equipment are made aware of the relevant terms of this Licence together with any other relevant licence and comply with such terms.

7 CONFIDENTIALITY OF COMMUNICATIONS

If the Licensee receives a message through the course of its operations which is not addressed to the Licensee, it shall not make known its contents, its origin or its destination, its existence or the fact of its receipt to any person other than the addressee or URCA or a competent legal tribunal and shall not reproduce in writing, copy or make any use of such message or allow the same to be reproduced in writing, copied or made use of.

8 CHANGE IN CONTROL

- 8.1 The Licensee shall obtain URCA's approval of any change in control of the Licensee prior to the change in control occurring.
- 8.2 Without limiting URCA's ability and duty to apply the merger control provisions in section 70 to 78 of the Communications Act, URCA may object to a change in control if in URCA's view the acquirer would not meet any of the criteria set by URCA pursuant to section 26(3) of the Communications Act.

9 **RADIO SPECTRUM TRADING AND SHARING**

- 9.1 The Licensee shall not, except with the prior written approval of URCA or in accordance with rules or regulations published under section 38 of the Communications Act, assign, transfer, trade, sell or otherwise dispose of the whole or any part of the rights, privileges, duties or obligations under this Licence to any person or persons.
- 9.2 The Licensee shall not, except with the prior written approval of URCA, authorise any person or persons to operate a Radiocommunications Station or Network within the Assigned Radio Spectrum.

10 **BREACH OF LICENCE**

If URCA has reason to believe that any Licensee has failed to comply with any Condition it may exercise all such powers and duties as are afforded to or required of it under the Communications Act or any other relevant law and may take all such action as is permitted to it under those sections against the Licensee.

11 **REVOCATION AND MODIFICATION**

- 11.1 URCA may revoke or modify this Licence in accordance with the procedures set out in section 27 of the Communications Act.
- 11.2 URCA may determine any spectrum to be vacated in accordance with sections 36 and 37 of the Communications Act.
- 11.3 URCA may amend the Appendix:
 - 11.3.1 with immediate effect, subject to the Licensee's consent; or
 - 11.3.2 pursuant to a determination issued under section 99 of the Communications Act.

12 **NOTICES**

- 12.1 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.
- 12.2 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.

SCHEDULE

Under Condition 3.2 of the Individual Spectrum Licence (“ISL”), the Licensee shall further comply with the Conditions contained in this Schedule as established by URCA in accordance with the electronic communications policy objective to promote the optimal use of state assets, including radio spectrum.

1 Roll-out Obligations – Network Coverage

1.1 The Licensee shall provide electronic communications services to the general public in The Bahamas and at a minimum use the radiofrequency spectrum assigned as contained in the Appendix under the Individual Spectrum Licence in this ISL (“the Assigned Spectrum”) to establish and maintain an electronic communications network with full end-to-end network and service provisioning situated in The Bahamas (the “Network”) used to provide electronic communications services in accordance with the geographic and population coverage requirements and timeframes set out below:

Enhanced Network Roll-out Requirements

- i) Phase 1a - Within 3 months of the date on which the ISL is issued, provide electronic communications services over the Network on New Providence (including Paradise Island) with at least 99% population coverage, Grand Bahama with at least 80% population coverage;
- ii) Phase 1b - Within 6 months of the date on which the ISL is issued provide electronic communications services over the Network on New Providence (including Paradise Island) with at least 99% population coverage, Grand Bahama with at least 80% population coverage; provide electronic communications services over the Network on, Abaco (including Gorda Cay, Grand Cay, Great Guana Cay, Scotland Cay, Green Turtle Cay, Man-O-War Cay, Moores Island, Parrots Cay, Lubbers Cay, Tilloo Cay, Cornish Cay, Bridges Cay, Wood Cay), Eleuthera (including Harbour Island, Spanish Wells, Russell Island, Current Island), Exuma (including Black Point, Little Farmers Cay, Staniel Cay and Stocking Island), Andros and Bimini (including Cat Cay and Ocean Cay) with at least 75% population coverage;
- iii) Phase 2 - Within 8 months of the date on which the ISL is issued, provide electronic communications services over the Network on New Providence (including Paradise Island), Grand Bahama, Abaco (including Gorda Cay, Grand Cay, Great Guana Cay, Scotland Cay, Green Turtle Cay, Man-O-War Cay, Moores Island, Parrots Cay, Lubbers Cay, Tilloo Cay, Cornish Cay, Bridges Cay, Wood Cay), Eleuthera (including Harbour

- Island, Spanish Wells, Russell Island, Current Island), Exuma (including Black Point, Little Farmers Cay, Staniel Cay and Stocking Island) and Bimini (including Cat Cay and Ocean Cay) with at least 99% population coverage; provide electronic communications services over the Network on Andros with at least 85% population coverage;
- iv) Phase 3 - Within 12 months of the date on which the ISL is issued, provide electronic communications services over the Network on New Providence (including Paradise Island), Grand Bahama, Abaco (including Gorda Cay, Grand Cay, Great Guana Cay, Scotland Cay, Green Turtle Cay, Man-O-War Cay, Moores Island, Parrots Cay, Lubbers Cay, Tilloo Cay, Cornish Cay, Bridges Cay, Wood Cay), Eleuthera (including Harbour Island, Spanish Wells, Russell Island, Current Island), Exuma (including Black Point, Little Farmers Cay, Staniel Cay and Stocking Island), Andros, Bimini (including Cat Cay and Ocean Cay), Cat Island, Long Island, San Salvador, Berry Islands (including Big Strip Cay, Big Whale Cay, Chub Cay, Coco Cay, Fraziers Hog Cay, Frozen Cay, Little Harbour Cay and Little Whale Cay), Inagua, Ragged Island with at least 99% population coverage;
- v) Phase 4 - Within 18 months of the date on which the ISL is issued, provide electronic communications services over the Network on New Providence (including Paradise Island), Grand Bahama, Abaco (including Gorda Cay, Grand Cay, Great Guana Cay, Scotland Cay, Green Turtle Cay, Man-O-War Cay, Moores Island, Parrots Cay, Lubbers Cay, Tilloo Cay, Cornish Cay, Bridges Cay, Wood Cay), Eleuthera (including Harbour Island, Spanish Wells, Russell Island, Current Island), Exuma (including Black Point, Little Farmers Cay, Staniel Cay and Stocking Island), Andros, Bimini (including Cat Cay and Ocean Cay), Cat Island, Long Island, San Salvador, Berry Islands (including Big Strip Cay, Big Whale Cay, Chub Cay, Coco Cay, Fraziers Hog Cay, Frozen Cay, Little Harbour Cay and Little Whale Cay), Inagua, Ragged Island, Acklins, Crooked Island, Long Cay, Rum Cay and Mayaguana with at least 99% population coverage; and
- vi) Phase 5 - Within 24 months of the date on which the ISL is issued, provide electronic communications services over the Network on New Providence (including Paradise Island), Grand Bahama, Abaco (including Gorda Cay, Grand Cay, Great Guana Cay, Scotland Cay, Green Turtle Cay, Man-O-War Cay, Moores Island, Parrots Cay, Lubbers Cay, Tilloo Cay, Cornish Cay, Bridges Cay, Wood Cay), Eleuthera (including Harbour Island, Spanish Wells, Russell Island, Current Island), Exuma (including Black Point, Little Farmers Cay, Staniel Cay and Stocking Island), Andros, Bimini (including Cat Cay and Ocean Cay), Cat Island, Long Island, San Salvador, Berry Islands (including Big Strip Cay, Big Whale Cay, Chub Cay, Coco Cay, Fraziers Hog Cay, Frozen Cay, Little

Harbour Cay and Little Whale Cay), Inagua, Ragged Island, Acklins, Crooked Island, Long Cay, Rum Cay and Mayaguana with at least 99% population coverage; provide electronic communications services over the Network on Exuma Cays (including Crab Cay, Bayview, Regatta Ridge, Norman’s Cay, Elizabeth Island, Children’s Bay, William Cay, Over Yonder Cay) with at least 80% population coverage.

- 1.2 The term “population coverage” means that the Network shall provide coverage with the relevant signal strengths set out in the table below (indoor/outdoor) in the specified percentage of all places where persons habitually live and traverse on each island as indicated above:

Technology	Minimum Field Strength (dBm)	Maximum Field Strength (dBm)
Wi-Fi	-100	-30
GSM	-113	-51
CDMA	-100	-75
HSPA	-105	-75
HSPA+	-105	-75
EVDO	-105	-65
LTE	-140	-44

2 Proof of Coverage

- 2.1 The Licensee shall demonstrate to URCA’s satisfaction the achievement of each coverage requirement as set out in Condition 2 of this Schedule, in accordance with the following:

- a. No later than six (6) weeks prior to the expiry of the period within which a coverage requirement is to be achieved, the Licensee shall submit a comprehensive written report (a “Coverage Report”) to URCA detailing the areas covered by the Network, corresponding population percentages, and the specific services provided to persons within the coverage areas. The Licensee shall include the following at a minimum:
 - (i) coverage maps, showing the Network’s geographic coverage on each island;
 - (ii) a population coverage analysis estimating the percentage of the persons resident on each island that can access the services provided by the Licensee over the Network (with justification for any assumptions made);

(iii) a list of services provided in each area covered by the Network; and

(iv) where the Licensee has not achieved the required coverage requirements it shall provide full reasoning including, but not limited to, timeframes for the fulfilment of its coverage requirements.

2.2 URCA shall review the Licensee's Coverage Report, assess whether the coverage meets the minimum levels required in Condition 2 above and shall within twenty-one (21) calendar days of receipt of the Coverage Report issue the Licensee either a "Statement of No Objection" certifying the Licensee's achievement of the coverage requirements or a "Statement of Objection" to the aspects of the coverage requirements which the Licensee has failed to meet.

2.3 URCA shall be entitled to request further information to assess the Coverage Report and where URCA requests such information it shall have a further fourteen (14) calendar days from the date of receipt of the requested information to assess the Coverage Report and either issue its "Statement of No Objection" or "Statement of Objection".

2.4 Failure by the Licensee to achieve and demonstrate its achievement of the coverage requirements in the manner and as described in this Schedule shall be considered a breach of the ISL.

3 Technical Restrictions

3.1 The Licensee shall use the Assigned Spectrum in accordance with the technical rules, standards and regulations as published from time to time by the International Mobile Telecommunications (IMT).

3.2 The Licensee shall also comply with the technical standards and specifications as published from time to time by the international telecommunications standardisation bodies having responsibility for the specific technology employed by the Licensee.

4 Quality of Service Obligations

4.1 The Licensee shall meet the quality of service standards outlined below to ensure that the public in The Bahamas is able to access reliable, high quality mobile voice and data services in the shortest possible time and in line with those available in developed economies, having regard to their technical and economic feasibility.

4.2 The Licensee shall provide electronic communications services over its Network capable of providing users with 90% confidence in all areas which it is required to cover pursuant

to its roll-out commitments:

Mobile Broadband Data Speed

- (a) Mobile broadband data service with a sustained downlink speed of not less than 5 Mbps when that network is lightly loaded.

Network Availability (data)

- (b) Broadband session availability of 99%

Network Availability (voice)

- (c) 99.9%

Call Completion Rate

- (d) Average monthly completion rate across all cell sites - >99%
- (e) Average monthly completion rate in busiest cell site on each island - >95%
- (f) Average monthly completion rate for each cell site - >75%

Dropped Call Rate

- (g) Average monthly dropped call rate - <1%
- (h) Average monthly busy hour dropped call rate - <2%
- (i) Average monthly dropped call rate for the hour with worst performance - <3%

APPENDIX
Assigned Radio Spectrum

Licence No. IS-16-0005

The Assigned Radio Spectrum means, unless otherwise specified below, the radio frequency band(s) consisting of the range of radio frequencies between the upper and lower frequency limits specified in the table(s) below.

Table A: Point to Multipoint

	Location		Frequency (MHz)		Specific permissions or restrictions
	Base station	Island	Lower Frequency	Upper Frequency	
1.	Throughout Bahamas	Throughout Bahamas	<u>700 Band</u> 746 MHz – 752 MHz 752 MHz – 758 MHz	<u>700 Band</u> 776 MHz – 782 MHz 782 MHz – 788 MHz	Mobile Speech Communications Services Permitted
2.	Throughout Bahamas	Throughout Bahamas	<u>850 Band</u> 824 MHz – 825 MHz 825 MHz – 835 MHz	<u>850 Band</u> 869 MHz – 870 MHz 870 MHz – 880 MHz	Mobile Speech Communications Services Permitted
3.	Throughout Bahamas	Throughout Bahamas	<u>1700 Band</u> 1720 MHz – 1730 MHz 1730 MHz – 1735 MHz	<u>2100 Band</u> 2120 MHz – 2130 MHz 2130 MHz – 2135 MHz	Mobile Speech Communications Services Permitted

	Location		Frequency (MHz)		Specific permissions or restrictions
	Base station	Island	Lower Frequency	Upper Frequency	
4.	Throughout Bahamas	Throughout Bahamas	<u>1900 Band</u> 1850 MHz – 1865 MHz 1865 MHz – 1870 MHz	<u>1900 Band</u> 1930 MHz – 1945 MHz 1945 MHz – 1950 MHz	Mobile Speech Communications Services Permitted