
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

or

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

or

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report _____

Commission file number: 0-21218

GILAT SATELLITE NETWORKS LTD.

(Exact name of Registrant as specified in its charter)

ISRAEL

(Jurisdiction of incorporation or organization)

Gilat House, 21 Yegia Kapayim Street, Kiryat Arve, Petah Tikva, 4913020 Israel

(Address of principal executive offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Ordinary Shares, NIS 0.20 nominal value	NASDAQ Global Select Market

Securities registered or to be registered pursuant of Section 12(g) of the Act: **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: **None**

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock at the close of the period covered by the annual report:

44,333,047 Ordinary Shares, NIS 0.20 nominal value per share
(as of December 31, 2015)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

<input checked="" type="checkbox"/> U.S. GAAP	<input type="checkbox"/> International Financial Reporting Standards as issued by the International Accounting Standards Board	<input type="checkbox"/> Other
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If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

This report on Form 20-F is being incorporated by reference into our Registration Statements on Form F-3 (Registration No. 333-195680) and the Registration Statements on Form S-8 (Registration Nos. 333-113932, 333-123410, 333-132649, 333-158476, 333-180552, 333-187021 and 333-204867).

INTRODUCTION

We are a leading global provider of end-to-end broadband satellite communication, or Satcom, network solutions and services. We design, manufacture and provide full network management and equipment for Satcom as well as professional services to satellite operators and service providers worldwide. The equipment consists of very small aperture terminals, or VSATs, solid-state power amplifiers, or SSPAs, block up converters, or BUCs, low-profile antennas and on-the-Move/on-the-Pause terminals. VSATs are earth-based terminals that transmit and receive broadband Internet, voice, data and video via satellite. VSAT networks have significant advantages over wireline and wireless networks, as VSATs can provide highly reliable, cost-effective, fast to deploy, end-to-end communications regardless of the number of sites or their geographic locations. We also provide satellite backhaul solutions for the cellular market. We also provide connectivity services, Internet access and telephony to enterprise, government and residential customers in Peru and Colombia over our own networks, which are built using our equipment and also over networks which we install mainly based on build, operate and transfer, or BOT, contracts. Additionally, we build telecommunication infrastructure typically using fiber-optic and wireless technologies for broadband connectivity.

In addition to developing and marketing Satcom equipment, we provide managed network and services through terrestrial and satellite networks. We have proven experience in delivering complex projects and services worldwide. We offer complete turnkey integrated solutions including:

- fully managed Satcom services;
- provision of satellite capacity;
- remote network operation;
- call center support;
- hub and field operations; and
- construction and installation of communication networks, typically on a BOT, contract basis.

We have a large installed base, having sold over 1.2 million VSAT units spanning approximately 90 countries, and currently have over 500 active networks.

We have 20 sales and support offices worldwide, four network operations centers, or NOCs, and five R&D centers. Our products are sold to communication service providers and operators which use VSATs to serve enterprise, government and residential users, to mobile network operators and to system integrators that use our technology. Our solutions and services are also sold to defense and homeland security organizations. In addition, we provide services directly to end-users in various market segments, including in certain countries in Latin America and also provide managed network services, such as in Australia, over a VSAT network owned by a third party.

We operate in three business segments, comprised of our Commercial, Mobility and Services divisions:

- **Commercial Division** – provides VSAT networks, satellite communication products, small cell solutions and associated professional services and comprehensive turnkey solutions. Our customers are service providers, satellite operators, mobile network operators, or MNOs, telecommunication companies, or Telcos, and large enterprises worldwide. We focus on high throughput satellites, or HTS, opportunities worldwide and are driving meaningful partnerships with satellite operators to leverage our technology and breadth of services to deploy and operate the ground segment.

- **Mobility Division** – provides on-the-Move/on-the-Pause satellite communication products and solutions to in flight connectivity, or IFC, service providers, system integrators, defense and homeland security organizations, as well as to other commercial entities worldwide. The division provides solutions on land, sea and air, while placing major focus on the high-growth market of commercial IFC, with its unique leading technology. In addition, the division includes the operations of our Wavestream Corporation subsidiary, or Wavestream, whose sales are primarily to IFC integrators as well as defense integrators.

- **Services Division** – provides managed network and services for rural broadband access via its subsidiaries in Peru and Colombia. Our connectivity solutions have been implemented in large and national scale projects. Gilat's terrestrial and satellite networks provide Internet and telephony services to thousands of rural communities and schools worldwide. Our turnkey solutions start with supplying network infrastructure, continue through ensuring high-quality, reliable connectivity and include full network support and maintenance, as well as support for applications that run on the installed network.

In December 2013, we sold our Spacenet subsidiary, to SageNet for approximately \$16 million, subject to certain post-closing adjustments and expenses.

Our ordinary shares are traded on the NASDAQ Global Select Market under the symbol "GILT" and on the Tel Aviv Stock Exchange, or the TASE. As used in this annual report, the terms "we", "us", "Gilat" and "our" mean Gilat Satellite Networks Ltd. and its subsidiaries, unless otherwise indicated.

The marks "Gilat@", "SkyEdge@", "Wavestream@", "AeroStream™", "Raysat™", "SatTrooper™", "SatRanger™" and "Spatial AdvantEdge™" and other marks appearing in this annual report on Form 20-F marked with "®" or "™" are trademarks of our company and its subsidiaries. Other trademarks appearing in this Annual Report on Form 20-F are owned by their respective holders.

This Annual Report on Form 20-F contains various "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and within the Private Securities Litigation Reform Act of 1995, as amended. Such forward-looking statements reflect our current view with respect to future events and, financial results of operations. Forward-looking statements usually include the verbs, "anticipates," "believes," "estimates," "expects," "intends," "plans," "projects," "understands" and other verbs suggesting uncertainty. We remind readers that forward-looking statements are merely predictions and therefore inherently subject to uncertainties and other factors and involve known and unknown risks that could cause the actual results, performance, levels of activity, or our achievements, or industry results to be materially different from any future results, performance, levels of activity, or our achievements expressed or implied by such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements which speak only as of the date hereof. We undertake no obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events. We have attempted to identify additional significant uncertainties and other factors affecting forward-looking statements in the Risk Factors section which appears in Item 3D: "Key Information–Risk Factors".

Our consolidated financial statements appearing in this annual report are prepared in U.S. dollars and in accordance with U.S. generally accepted accounting principles, or U.S. GAAP. All references in this annual report to "dollars" or "\$" are to U.S. dollars and all references in this annual report to "NIS" are to New Israeli Shekels. The representative exchange rate between the NIS and the dollar as published by the Bank of Israel on December 31, 2015 was NIS 3.902 per \$1.00.

Statements made in this Annual Report concerning the contents of any contract, agreement or other document are summaries of such contracts, agreements or documents and are not complete descriptions of all of their terms. If we filed any of these documents as an exhibit to this Annual Report or to any registration statement or annual report that we previously filed, you may read the document itself for a complete description of its terms.

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PART I

ITEM 1: IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISORS

Not Applicable.

ITEM 2: OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable.

ITEM 3: KEY INFORMATION

A. Selected Consolidated Financial Data

The selected consolidated statement of operations data set forth below for the years ended December 31, 2015, 2014 and 2013, and the selected consolidated balance sheet data as of December 31, 2015 and 2014 are derived from our audited consolidated financial statements that are included elsewhere in this Annual Report. These financial statements have been prepared in accordance with U.S. GAAP. The selected consolidated statement of operations data set forth below for the years ended December 31, 2012 and 2011 and the selected consolidated balance sheet data as of December 31, 2013, 2012 and 2011 are derived from our audited consolidated financial statements that are not included in this Annual Report.

The selected consolidated financial data set forth below should be read in conjunction with and is qualified entirely by reference to Item 5: "Operating and Financial Review and Prospects" and the Consolidated Financial Statements and Notes thereto included in Item 18 in this Annual Report on Form 20-F.

Statement of Operations Data for Year ended December 31,

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
	U.S. dollars in thousands, except for share data				
Revenues:					
Products	128,970	157,531	133,554	155,691	174,313
Services	68,573	77,602	101,312	115,875	71,018
Total	<u>197,543</u>	<u>235,133</u>	<u>234,866</u>	<u>271,566</u>	<u>245,331</u>
Cost of revenues:					
Products	94,683	106,905	86,304	96,805	93,989
Services	48,635	44,593	68,906	76,832	48,409
Impairment of long lived assets	10,137	-	-	-	-
Total Cost of revenues	<u>153,455</u>	<u>151,498</u>	<u>155,210</u>	<u>173,637</u>	<u>142,398</u>
Gross profit	44,088	83,635	79,656	97,929	102,933
Operating expenses:					
Research and development, net	22,412	25,158	27,900	29,241	31,701
Selling and marketing	24,823	32,537	32,214	34,988	35,370
General and administrative	18,644	20,903	23,071	23,618	24,738
Restructuring costs	1,508	-	564	315	398
Goodwill impairment	20,402	-	-	31,879	17,846
Total Operating expenses	<u>87,789</u>	<u>78,598</u>	<u>83,749</u>	<u>120,041</u>	<u>110,053</u>
Operating income (loss)	(43,701)	5,037	(4,093)	(22,112)	(7,120)
Financial expenses, net	(7,243)	(3,837)	(6,239)	(3,432)	(3,235)
Other income	-	-	-	2,729	8,074
Income (loss) before taxes on income	(50,944)	1,200	(10,332)	(22,815)	(2,281)
Taxes on income (tax benefit)	1,190	1,901	(755)	(1,893)	(430)
Loss from continuing operations	(52,134)	(701)	(9,577)	(20,922)	(1,851)
Loss from discontinued operations	(200)	(795)	(8,320)	(2,270)	(3,999)
Loss	<u>(52,334)</u>	<u>(1,496)</u>	<u>(17,897)</u>	<u>(23,192)</u>	<u>(5,850)</u>
Loss per share (basic and diluted) from continuing operations	(1.19)	(0.02)	(0.23)	(0.51)	(0.04)
Loss per share (basic and diluted) from discontinued operations	(0.00)	(0.02)	(0.20)	(0.05)	(0.10)
Loss per share (basic and diluted)	<u>(1.19)</u>	<u>(0.04)</u>	<u>(0.43)</u>	<u>(0.56)</u>	<u>(0.14)</u>

Balance Sheet Data as of December 31,

	<u>2015*</u>	<u>2014*</u>	<u>2013*</u>	<u>2012*</u>	<u>2011*</u>
	<u>U.S. dollars in thousands</u>				
Working capital	60,529	66,588	77,307	108,401	62,704
Total assets	370,833	364,908	368,768	414,643	446,678
Short-term bank credit and loans and current maturities	11,542	20,452	4,665	11,480	22,063
Long term loan, net of current maturities	21,493	26,271	31,251	40,747	40,353
Other long-term liabilities	11,484	13,336	14,505	21,848	34,786
Shareholders' equity	178,082	225,139	226,033	241,957	260,075

* Includes the assets and liabilities, short term and long term, related to the discontinued operations of Spacenet.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Investing in our ordinary shares involves a high degree of risk and uncertainty. You should carefully consider the risks and uncertainties described below before investing in our ordinary shares. If any of the following risks actually occurs, our business, prospects, financial condition and results of operations could be materially harmed. In that case, the value of our ordinary shares could decline substantially, and you could lose all or part of your investment.

Risks Relating to Our Business

We have incurred major losses in past years and may not operate profitably in the future.

We recently reported an operating loss of \$43.7 million and a loss from continuing operations of \$52.1 million in the year ended December 31, 2015 compared to an operating profit of \$5.0 million and a loss from continuing operations of \$0.7 million in the year ended December 31, 2014. In the year ended December 31, 2013, we reported an operating loss of \$4.1 million and a loss from continuing operations of \$9.6 million. Our operating loss in 2015 was mainly due to lower revenues and impairments of goodwill and long lived assets. We incurred major losses in prior years and as of December 31, 2015 have an accumulated deficit of \$704.4 million. We cannot assure you that we can operate profitably in the future. If we do not achieve profitable operations, our share price will decline and the viability of our company will be in question.

Our available cash balance may decrease in the future if we cannot generate cash from operations.

Our cash and cash equivalents as of December 31, 2015 were \$18.4 million compared to \$27.7 million as of December 31, 2014. Our negative cash flow from operating activities was approximately \$14.8 million in the year ended December 31, 2015 compared to negative cash flow from operating activities of \$16.2 million in the year ended December 31, 2014. Our negative cash flow from operating activities is mainly attributable to our investments in projects in Peru and Colombia. If we do not generate sufficient cash from operations in the future, including from our large-scale projects, our cash balance will decline and the unavailability of cash could have a material adverse effect on our business, operating results and financial condition.

The delivery of our large-scale projects requires us to invest significant funds in order to obtain bank guarantees and may require us to incur significant expenses before we receive full payment from our customers. This applies to the FITEL Regional Projects awarded to our subsidiary, Gilat Networks Peru, or GNP, by the Peruvian government (through FITEL), which are expected to generate in the aggregate \$393 million in revenues over approximately 11 years. We have used the advance payment received from FITEL as well as bank loans and internal cash resources in order to finance the FITEL Regional Projects. We have used surety bonds and our internal resources in order to provide the required bank guarantees for the FITEL Regional Projects. If we fail to obtain the necessary funding or if we fail to obtain such funds on favorable terms, we will not be able to meet our commitments and our cash flow and operational results may be adversely affected.

If the commercial satellite communications markets fail to grow, our business could be materially harmed.

A number of the commercial markets for our products and services in the satellite communications area, including high throughput satellite and commercial on the move, have emerged in recent years. Because these markets are relatively new, it is difficult to predict the rate at which these markets will grow, if at all. If the markets for commercial satellite communications products fail to grow, our business could be materially harmed. Conversely, growth in these markets could result in satellite capacity limitations which in turn could materially harm our business and impair the value of our shares. Specifically, we derive most of our revenues from sales of satellite based communications networks and related equipment and provision of services related to these networks and products. A significant decline in this market or the replacement of VSAT and other satellite based technologies by an alternative technology could materially harm our business and impair the value of our shares.

Because we compete for large-scale contracts in competitive bidding processes, losing a small number of bids or a decrease in the revenues generated from our large-scale projects could have a significant adverse impact on our operating results.

A significant portion of our revenues is derived from large-scale contracts that we are awarded from time to time in competitive bidding processes. These large-scale contracts sometimes involve the installation of thousands of VSATs or massive fiber-optic transport and access networks. The number of major bids for these large-scale contracts for satellite-based networks and massive telecommunications infrastructure projects in any given year is limited and the competition is intense. Losing or defaulting on a relatively small number of bids each year could have a significant adverse impact on our operating results.

In March and December 2015, the Peruvian government awarded GNP the Regional FITEL Projects for the construction of networks, operation of the networks for a defined period and their transfer to the government, which are expected to generate revenues of \$285 million and \$108 million, respectively, each to be recognized over a period of approximately 11 years. In accordance with the bid conditions, we have established a Peruvian subsidiary to enter into written agreements with the Peruvian government for each of the four regional projects that were awarded.

In December 2013, Gilat Colombia was awarded a project, which is expected to generate revenues of 189 Billion Colombian Peso (approximately \$60 million, based on the representative rate of exchange published as of March 8, 2016) over the project period, which is expected to end in the first quarter of 2018, as part of the Kioscos Digitales project initiated by the Colombian Ministry of Information Technologies and Communications. In December 2013, our subsidiary Gilat to Home Peru, or GTH Peru, won a \$30 million contract from FITEL for construction of a network, its operation over 10 years and other related services, which contract was expanded by \$6 million over approximately the same period. See Item 4.B. – “Information on the Company – Business Overview – Services Division – overview”. If we default on any such large-scale contract or bid requirements or if such contract is terminated, completed or reduced for any other reason, this could have an adverse impact on our operating results.

Many of our large-scale contracts are with governments or large governmental agencies in Latin America and other parts of the world, so that any volatility in the political or economic situation or any unexpected unilateral termination or suspension of payments could have a significant adverse impact on our business.

In recent years, a significant portion of our revenues has been derived from large-scale contracts with foreign governments and agencies, either directly or through contractors and system integrators, including those in Peru, Colombia, and Australia. Agreements with the governments in these countries typically include unilateral early termination clauses and involve other risks such as the imposition of new government regulations and taxation that could pose additional financial burdens on us. Changes in the political or economic situation in these countries can result in the early termination of our business there. Any termination of our business in any of the aforementioned countries could have a significant adverse impact on our business.

In March and December 2015, the Peruvian government (through FITEL) awarded GNP the Regional FITEL Projects with expected revenues of \$285 million and \$108 million, respectively, each over approximately 11 years for the construction of networks, operation of the networks for a defined period and their transfer to the government. In December 2013, Gilat Colombia was awarded a project initiated by the Colombian Ministry of Information Technologies and Communications valued at 189 billion Colombian Pesos (approximately \$60 million, based on the representative rate of exchange published as of March 8, 2016) over the project period, which is expected to end in the first quarter of 2018. In December 2013, GTH Peru won a \$30 million contract from the Peruvian government (through FITEL) for construction of a network, its operation over 10 years and other related services, which was expanded by \$6 million over approximately the same period. See Item 4.B. – “Information on the Company – Business Overview – Services Division – overview.”

Our failure to deliver upon our large-scale projects in an economical manner or a delay in collection of payments due to us in connection with any such large-scale project, could have a significant adverse impact on our operating results.

We have been awarded a number of large-scale projects by foreign governments. The Peruvian FITEL Regional Projects that we were awarded in March and December 2015 are expected to generate revenues of \$285 million and \$108 million, respectively, each over approximately 11 years, for the construction of networks to be operated by us for a defined period, and then transferred to the Peruvian government. While we have experience in the successful implementation of large-scale network infrastructure projects in rural areas, the FITEL Regional Projects are complex and require cooperation of certain third parties. Additionally, the delivery of our large-scale projects requires us to invest significant funds in order to obtain bank guarantees and may require us to incur significant expenses before we receive full payment from our customers. A failure to deliver upon our projects in an economical manner within the project’s budget could result in losses and significantly adversely impact our operating results. During the fourth quarter of 2015, we recorded impairment of long lived assets of \$10.1 million related to our Kioscos Digitales project initiated by the Colombian Ministry of Information Technologies and Communications due to expected future losses from this project. Further, a failure to meet the projects’ schedule or fulfill our obligations in a timely manner could result in payment of fines and impact our ability to receive and recognize the expected revenues in part or in full in a timely manner, which could have a significant adverse impact on our operating results.

Actual results could differ from the estimates and assumptions that we use to prepare our financial statements.

In order to prepare our financial statements in conformity with accounting principles generally accepted in the United States (“U.S. GAAP”), our management is required to make estimates and assumptions, as of the date of the financial statements, which affect the reported values of assets and liabilities, revenues and expenses, and disclosures of contingent assets and liabilities. Areas that require significant estimates by our management include contract costs and profits, application of percentage-of-completion accounting, provisions for uncollectible receivables and customer claims, impairment of long-term assets, goodwill impairment, valuation of assets acquired and liabilities assumed in connection with business combinations, accruals for estimated liabilities, including litigation and insurance reserves, and stock-based compensation. Our actual results could differ from, and could require adjustments to, those estimates.

In particular, we recognize revenues generated from the Regional FITEL Projects using the percentage-of-completion method. Under this method, estimated revenue is recognized by applying the percentage of completion of the contract for the period (based on the ratio of costs incurred to total estimated costs of the contract) to the total estimated revenue for the contract. As a result, revisions made to the estimates of revenues and profits are recorded in the period in which the conditions that require such revisions become known and can be estimated. Although we believe that our profit margins are fairly stated and that adequate provisions for losses for fixed-price contracts are recorded in the financial statements, as required under U.S. GAAP, we cannot assure you that our contract profit margins will not decrease or its loss provisions will not increase materially in the future.

We operate in the highly competitive network communications industry. We may be unsuccessful in competing effectively.

We operate in a highly competitive industry of network communications, both in the sales of our products and our services. As a result of the rapid technological changes that characterize our industry, we face intense worldwide competition to capitalize on new opportunities, to introduce new products and to obtain proprietary and standard technologies that are perceived by the market as being superior to those of our competitors.

Some of our competitors have greater financial resources, providing them with greater research and development and marketing capabilities. Our competitors may also be more experienced in obtaining regulatory approvals for their products and services and in marketing them. Our relative position in the network communications industry may place us at a disadvantage in responding to our competitors' pricing strategies, technological advances and other initiatives. Our principal competitors in the supply of VSAT networks are Hughes Network Systems, LLC, or HNS, ViaSat Inc., or ViaSat, iDirect Technologies, or iDirect, and Newtec Cy N.V. Most of our competitors have developed or adopted different technology standards for their VSAT products.

Our low-profile in-motion antennas target a market that has not yet matured and we compete with products from competitors such as General Dynamics, Cobham, Orbit Communication Systems, Qest Quantum Electronic Systems GmbH, L-3 Communications Holdings, Inc., or L-3, Tecom Industries, Inc., or Tecom, and Thinkom Solutions. The competitors of our Wavestream corporation subsidiary, or Wavestream, include Comtech Xicom Technology, Inc., CPI Satcom (which acquired Codan Satcom in 2012), General Dynamics Satcom Technologies and Paradise Datacom.

In addition, ViaSat and HNS have launched their own satellites, which enable them to offer vertically integrated solutions to their customers, which may further change the competitive environment in which we operate and could have an adverse effect on our business.

In Peru and Colombia, where we primarily operate public rural telecom services (voice, data and Internet) and recently undertook construction of fiber-optic transport and access networks based on wireless systems, we typically encounter competition on government subsidized bids from various service providers, system integrators and consortiums. Some of these competitors offer solutions based on VSAT technology and some on terrestrial technologies (typically, fiber-optic and wireless technologies). In addition, as competing technologies such as cellular telephones and fiber-optic in Peru and Colombia become available in rural areas where not previously available, our business could be adversely affected.

Our lengthy sales cycles could harm our results of operations if forecasted sales are delayed or do not occur.

The length of time between the date of initial contact with a potential customer or sponsor and the execution of a contract with the potential customer or sponsor may be lengthy and vary significantly depending on the nature of the arrangement. During any given sales cycle, we may expend substantial funds and management resources and not obtain significant revenue, resulting in a negative impact on our operating results. In some cases, we have seen longer sales cycles in all of the regions in which we do business. In addition, we have seen projects delayed or even canceled, which would also have an adverse impact on our sales cycles. In our mobility and defense businesses, our HTS projects and large-scale projects, in particular, sales cycles may be longer and it may be difficult to accurately forecast sales due to the uncertainty around these projects and their award and starting periods.

We may need to make acquisitions or form strategic alliances or partnerships in order to remain competitive in our market, and such acquisitions, strategic alliances or partnerships could be difficult to integrate, disrupt our business and dilute shareholder value.

We generally seek to acquire businesses that enhance our capabilities and add new technologies, products, services and customers to our existing businesses. We may not be able to continue to identify acquisition candidates on commercially reasonable terms or at all. If we make additional business acquisitions, we may not realize the benefits anticipated from these acquisitions, including sales growth, cost synergies and improving margins. Furthermore, we may not be able to obtain additional financing for business acquisitions, since such additional financing could be restricted or limited by the terms of our debt agreements or due to unfavorable capital market conditions.

Further, once integrated, acquisitions may not achieve comparable levels of revenues, profitability or productivity as our existing business or otherwise perform as expected. The occurrence of any of these events could harm our business, financial condition or results of operations.

In 2010, we completed the acquisition of RaySat Antenna Systems, or RAS, a leading provider of -on-the-move antenna solutions, of RaySat BG, a Bulgarian research and development center, and of Wavestream, a provider of SSPAs and BUCs, with high performance solutions designed for mobile and fixed Satcom systems worldwide. We may not be able to successfully integrate the businesses or exploit the solutions that we acquired or will acquire in the future. Further, we may not be able to achieve our growth targets for the acquired businesses, which could result in our incurring impairment charges. If our projection for growth in the airborne business does not materialize and we fail to obtain other business in our Mobility Division, we would likely record an impairment of goodwill. In 2015, we performed an analysis of implied carrying value of our Wavestream subsidiary in accordance with ASC 350 and recorded goodwill impairment losses of approximately \$20.4 million. In 2012, we recorded impairment charges to goodwill and other intangible assets related to our investment in Wavestream of \$31.9 million.

The risks associated with acquisitions by us include the following, any of which could seriously harm our results of operations or the price of our shares:

- issuance of equity securities as consideration for acquisitions that would dilute our current shareholders' percentages of ownership;
- significant acquisition costs;
- decrease of our cash balance;
- the incurrence of debt and contingent liabilities;
- difficulties in the assimilation and integration of operations, personnel, technologies, products and information systems of the acquired companies;
- diversion of management's attention from other business concerns;
- contractual disputes;
- risks of entering geographic and business markets in which we have no or only limited prior experience;
- potential loss of key employees of acquired organizations.

- the possibility that business cultures will not be compatible;
- the difficulty of incorporating acquired technology and rights into our products and services;
- unanticipated expenses related to integration of the acquired companies;
- difficulties in implementing and maintaining uniform standards, controls and policies;

Any of these events would likely result in a material adverse effect on our financial position, results of operations and cash flows.

The continued decline in or a redirection of the U.S. defense budget could result in a material decrease in our sales, results of operations and cash flows.

Our contracts and sales with and to systems integrators in connection with government contracts in the U.S. are subject to the congressional budget authorization and appropriations process. Congress appropriates funds for a given program on a fiscal year basis, even though contract periods of performance may extend over many years. Consequently, at the beginning of a major program, the contract is partially funded, and additional monies are normally committed to the contract by the procuring agency only as appropriations are made by Congress in future fiscal years. Department of Defense, or DoD, budgets are a function of factors beyond our control, including, but not limited to, changes in U.S. procurement policies, budget considerations, current and future economic conditions, presidential administration priorities, changing national security and defense requirements, geopolitical developments and actual fiscal year congressional appropriations for defense budgets. Any of these factors could result in a significant decline in, or redirection of, current and future DoD budgets and impact our future results of operations.

The impact of a legislation process known as sequestration (or mandated reductions) remains a significant risk. Part I of the Budget Control Act of 2011 in the U.S. provided for a reduction in planned defense budgets by at least \$487 billion over a ten year period. A two-year budget agreement set forth in the Bipartisan Budget Act of 2013 lessened the across-the-board cuts of sequestration; however, sequestration continues to be in effect, including for the DoD. Sequestration has already negatively affected some of the defense programs in which we participate and we may continue to be negatively impacted by the continuing effects of sequestration or other defense spending delays and cuts. It is possible that the U.S. government could reduce or further delay its spending on, or reprioritize its spending away from, other government programs and it remains difficult, if not impossible, to determine specific amounts that are or will be appropriated for many of the programs in which we participate. Future congressional appropriation and authorization of defense spending and the application of sequestration remain marked by significant debate and an uncertain schedule. The federal debt limit continues to be actively debated as plans for long-term national fiscal policy are discussed. The outcome of these debates could have a significant impact on defense spending broadly and programs we support in particular.

The failure of Congress to approve future budgets and/or increase the United States' debt ceiling on a timely basis could delay or result in the loss of contracts for the procurement of our products and services and we may be asked or required to continue to perform for some period of time on certain of our U.S. government contracts, even if the U.S. government is unable to make timely payments. Considerable uncertainty exists regarding how budget reductions will be applied and what challenges the reductions will present.

The continuing pressure on the DoD budget in the United States, along with delayed orders from other clients as well as other elements, were reflected in the reduction of Wavestream's revenues and operational results in 2015 compared to the budget and prior years' results. In 2015, we performed an analysis of Wavestream's implied carrying value in accordance with ASC 350 and recorded goodwill impairment losses of approximately \$20.4 million. In 2014, Wavestream's revenues from sales of SSPAs to systems integrators for government contracts increased compared to 2013. In 2013 and 2014 we performed an impairment test and no impairment charges were identified. In 2012, Wavestream's revenues from sales of SSPAs to systems integrators for government contracts decreased compared to our forecast and its revenues in the prior year, and we recorded impairment charges to goodwill and other intangible assets related to our investment in Wavestream of \$31.9 million in 2012. See Item 5 – "Operating and Financial Review and Prospects– Operating Results".

Concerns about increased deficit spending, along with continued economic challenges, continue to place pressure on the DoD budget and international customer budgets. These may result in reduced demand for our products, resulting in a reduction in our revenues, and an adverse effect on our business and results of operations, which could potentially trigger further goodwill impairment charges. Uncertainties in governmental spending may also adversely affect our efforts to further penetrate the defense market with our defense-related products. Any of these events would likely result in a material adverse effect on our financial position, results of operations and cash flows.

If we are unable to competitively operate within the network communications market and respond to new technologies, our business could be adversely affected.

The network communications market, which our products and services target, is characterized by rapid technological changes, new product introductions and evolving industry standards. If we fail to stay abreast of significant technological changes, our existing products and technology could be rendered obsolete. Historically, we have endeavored to enhance the applications of our existing products to meet the technological changes and industry standards. Our success is dependent upon our ability to continue to develop new innovative products, applications and services and meet developing market needs.

To remain competitive in the network communications market, we must continue to be able to anticipate changes in technology, market demands and industry standards and to develop and introduce new products, applications and services, as well as enhancements to our existing products, applications and services. Competitors in satellite ground equipment market and low-profile antenna market are introducing new and improved products and our ability to remain competitive in this field will depend in part on our ability to advance our own technology. New products and technologies for power amplifiers, such as Gallium Nitride, or GaN, may compete with our current Wavestream SSPA offerings and may reduce the market prices and success of Wavestream's products. If we are unable to respond to technological advances on a cost-effective and timely basis, or if our new products or applications are not accepted by the market, our business, financial condition and operating results could be adversely affected.

A decrease in the selling prices of our products and services could materially harm our business.

The average selling prices of communications products historically decline over product life cycles. In particular, we expect the average selling prices of our products to decline as a result of competitive pricing pressures and customers who negotiate discounts based on large unit volumes. A decrease in the selling prices of our products and services could have a material adverse effect on our business.

If we are unable to competitively operate within the HTS satellite environment, our business could be adversely affected.

In the U.S. market, some of our competitors have launched Ka-band satellites. These actions may affect our competitiveness due to the relative lower cost of Ka-band space segment per user as well as the increased integration of the VSAT technology in the satellite solution. Due to the current nature of the HTS solution where the initial investment in ground segment gateway equipment is relatively high, ground segment equipment effectively becomes tightly coupled to the specific satellite technology. As such, there may be circumstances where it is difficult for competitors to compete with the incumbent VSAT vendor using the particular HTS satellite. If this occurs, the market dynamics may change to favor a VSAT vendor partnering with the satellite service provider, which may decrease the number of vendors who may be able to succeed. If we are unable to forge such a partnership our business could be adversely affected.

Although we have entered the HTS market with responsive HTS VSAT technology, we expect that our penetration into that market will be gradual and our success is not assured. In addition, our competitors, who are producing large numbers of HTS VSATs, may benefit from cost advantages. If we are unable to reduce our HTS VSAT costs sufficiently, we may not be competitive in the international market. We also expect that competition in this industry will continue to increase.

If we lose existing contracts or orders for our products are not renewed, our ability to generate revenues will be harmed.

A significant part of our business in previous years, including in 2015, was generated from recurring customers. Accordingly, the termination or non-renewal of our contracts could have a material adverse effect on our business, financial condition and operating results. Some of our existing contracts could be terminated due to any of the following reasons, among others:

- dissatisfaction of our customers with our products and/or the services we provide or our inability to provide or install additional products or requested new applications on a timely basis;
- customers' default on payments due;
- our failure to comply with financial covenants in our contracts;
- the cancellation of the underlying project by the sponsoring government body; or
- the loss of existing contracts or a decrease in the number of renewals of orders or a decrease in the number of new large orders.

If we are not able to retain our present customer base and gain new customers, our revenues will decline significantly. In addition, if our service businesses in Peru and Colombia do not win new government related contracts, this could materially adversely affect our financial position.

If we fail to penetrate new markets and expand our business in markets other than the defense market in the U.S., our business in the U.S. will remain dependent on the defense market, a reduction of which could have a material adverse effect on our overall business.

A substantial portion of our product revenues from North America are dependent on business from the defense market, being derived directly or indirectly through contractors and system integrators from sales to government agencies, mainly the DoD, pursuant to contracts awarded under defense-related programs. Government spending under such contracts may cease or may be reduced, which would cause a negative effect on our revenues, results of operations, cash flow and financial condition. We experienced a reduction in revenues from such customers in recent years and there is no assurance that there will not be a further reduction in the future. Although we have begun to move into the IFC commercial markets, we may not be successful in our plans to penetrate these markets, which are relatively new and untried for our SSPA product line and will require additional expenditures for research and development and sales and marketing. In addition, the market of commercial IFC may fail to grow in accordance with our expectations. We may also not be able to develop new technologies for those markets on a timely basis. Barriers to entry into those markets or delays in our development programs could have a material adverse effect on our business and operating results.

Our failure to obtain or maintain authorizations under the U.S. export control and trade sanctions laws and regulations could have a material adverse effect on our business.

The export of some of our satellite communication products, related technical information and services is subject to U.S. State Department, Commerce Department and Treasury Department regulations, including International Traffic in Arms Regulations, or ITAR, and Export Administration Regulations, or EAR. Under the ITAR, our non U.S. employees, including employees of our headquarters in Israel are barred from accessing certain information of our U.S. subsidiaries, unless appropriate licenses are obtained. In addition to the U.S. export control laws and regulations applicable to us, some of our subcontractors and vendors may also be subject to U.S. export control laws and regulations. These subcontractors and vendors may be forced to flow down requirements and restrictions imposed on products and services we purchase from them. If we do not maintain our existing authorizations or obtain necessary future authorizations under the export control laws and regulations of the U.S., including by entering into technical assistance agreements to disclose technical data or provide services to foreign persons, we may be unable to export technical information or equipment to non-U.S. persons and companies, including to our own non-U.S. employees, as may be required to fulfill contracts we may enter into. We may also be subjected to ITAR compliance audits in the future that may uncover improper or illegal activities that would subject us to material remediation costs, civil and criminal fines, penalties or an injunction.

In addition, to participate in classified U.S. government programs, we would have to obtain security clearances from the DoD, for one or more of our subsidiaries that would want to participate. Such clearance may require that we enter into a proxy agreement or another similar arrangement with the U.S. government, which would limit our ability to control the operations of the subsidiary and which may impose on us substantial administrative requirements in order to comply. Further, if we materially violate the terms of any proxy agreement, the subsidiary holding the security clearances may be suspended or debarred from performing any government contracts, whether classified or unclassified. If we fail to maintain or obtain the necessary authorizations under the U.S. export control laws and regulations, we may not be able to realize our market focus and our business could be materially adversely affected.

We are dependent on contracts with governments around the world for a significant portion of our revenue. These contracts may expose us to additional business risks and compliance obligations.

We have focused on expanding our business to include contracts with or for various governments and governmental agencies around the world, including the Peruvian Government (through FITEL) and U.S. federal, state, and local government agencies through contractors or systems integrators. The FITEL Regional Projects awarded in March and December 2015 to our subsidiary, GNP, are expected to generate revenues of \$285 million and \$108 million, respectively, over a period of approximately 11 years. In December 2013, Gilat Colombia was awarded a project, which is expected to generate revenues of 189 billion Colombian Pesos (approximately \$60 million, based on the representative rate of exchange published as of March 8, 2016) over the project period, which is expected to end in the first quarter of 2018. Our contracts with international governments generally contain unfavorable termination provisions. Our governmental customers generally may unilaterally suspend us from receiving new contracts pending resolution of alleged violations of procurement laws or regulations and terminate existing contracts and audit our contract-related costs. If a termination right is exercised by a governmental customer, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Additionally, our business generated from government contracts may be materially adversely affected if:

- our reputation or relationship with government agencies is impaired;
- we are suspended or otherwise prohibited from contracting with a domestic or foreign government or any significant law enforcement agency;
- levels of government expenditures and authorizations for law enforcement and security related programs decrease or shift to program in areas where we do not provide products and services;
- we are prevented from entering into new government contracts or extending existing government contracts based on violations or suspected violations of laws or regulations, including those related to procurement;
- we are not granted security clearances that are required to sell our products to domestic or foreign governments or such security clearances are deactivated;
- there is a change in government procurement procedures or conditions of remuneration; or
- there is a change in the political climate that adversely affects our existing or prospective relationships.

We depend on our main facility in Israel and are susceptible to any event that could adversely affect its condition as well as the condition of our facilities elsewhere.

A material portion of our laboratory capacity, our principal offices and principal research and development facilities are concentrated in a single location in Israel. We also have significant facilities for research and development and manufacturing of components for our low profile antennas at a single location in Bulgaria as well as a research and development center in Moldova. Wavestream's principal offices, research and development and engineering and manufacturing facilities are located at a single location in California and its additional research and development and engineering facility is located in Singapore. Fire, natural disaster or any other cause of material disruption in our operation in any of these locations could have a material adverse effect on our business, financial condition and operating results.

We are dependent upon a limited number of suppliers for key components that are incorporated in our products, including those used to build our hubs and VSATs, and may be significantly harmed if we are unable to obtain such components on favorable terms or on a timely basis. We are also dependent upon a limited number of suppliers of space segment, or transponder capacity, and may be significantly harmed if we are unable to obtain the space segment for the provision of services on favorable terms or on a timely basis.

Several of the components required to build our VSATs and hubs are manufactured by a limited number of suppliers. Although we have managed to solve the difficulties we had with our suppliers with respect to availability of components, we cannot assure you of the continued availability of key components or our ability to forecast our component requirements sufficiently in advance. Our research and development and operations groups are continuously working with our suppliers and subcontractors to obtain components for our products on favorable terms in order to reduce the overall price of our products. If we are unable to obtain the necessary volume of components at sufficiently favorable terms or prices, we may be unable to produce our products at competitive prices. As a result, sales of our products may be lower than expected, which could have a material adverse effect on our business, financial condition and operating results. In addition, our suppliers are not always able to meet our requested lead times. If we are unable to satisfy customers' needs on time, we could lose their business.

In 2007, we entered into an outsourcing manufacturing agreement with a single source manufacturer for almost all of our VSAT indoor units. This agreement exposes us to certain risks related to our dependence on a single manufacturer which could include failure in meeting time tables and quantities, or material price increases which may affect our ability to provide competitive prices. We estimate that the replacement of the outsourcing manufacturer would, if necessary, take a period of between six to nine months.

There are only a limited number of suppliers of satellite transponder capacity and a limited amount of space segment available. We are dependent on these suppliers for our provision of services in GTH Peru and in Colombia. While we do secure long term agreements with our satellite transponder providers, we cannot assure the continuous availability of space segment, the pricing upon renewals of space segment and the continuous availability and coverage in the regions where we supply services. If we are unable to secure contracts with satellite transponder providers with reliable service at competitive prices, our services business could be adversely affected.

We would be adversely affected if we are unable to attract and retain key personnel

Our success depends in part on key management, sales, marketing and development personnel and our continuing ability to attract and retain highly qualified personnel, including with respect to our acquired companies. There is competition for the services of such personnel. The loss of the services of senior management and key personnel, and the failure to attract highly qualified personnel in the future, may have a negative impact on our business. Moreover, our competitors may hire and gain access to the expertise of our former employees or our former employees may compete with us. In 2015, several members of our management were replaced (including our Chief Executive Officer and Chief Financial Officer) and in 2014, three key employees of our Wavestream subsidiary, including Wavestream's Chief Executive Officer, resigned from Wavestream. While we have successfully found replacements for these employees and executives in a timely manner, there is no assurance that such former employees will not compete with us or that we will be able to find replacements for departing key employees in the future.

If demand for our Satcom-On-The-Move products, VSATs and other products declines or if we are unable to develop products to meet demand, our business could be adversely affected.

Our low-profile in-motion antenna systems and a portion of our SSPA product lines are intended for mobile Satcom-On-The-Move applications. If the demand for such products, our VSATs or other products declines, or if we are unable to develop products that are competitive in technology and pricing, we may not be able to realize our market focus and our Satcom-On-The-Move business and other businesses could be materially adversely affected.

We may be unable to adequately protect our proprietary rights, which may limit our ability to compete effectively.

Our business is based mainly on our proprietary technology and related products and services. We establish and protect proprietary rights and technology used in our products by the use of patents, trade secrets, copyrights and trademarks. We also utilize non-disclosure and intellectual property assignment agreements. Because of the rapid technological changes and innovation that characterize the network communications industry, our success will depend in large part on our ability to protect and defend our intellectual property rights. Our actions to protect our proprietary rights in our VSAT and SSPAs technology and other products may be insufficient to protect our intellectual property rights and prevent others from developing products similar to our products. In addition, the laws of many foreign countries do not protect our intellectual property rights to the same extent as the laws of the U.S. or we may have failed to enter into non-disclosure and intellectual property assignment agreements with certain persons. If we are unable to protect our intellectual property, our ability to operate our business and generate expected revenues may be harmed.

Breaches of network or information technology security, natural disasters or terrorist attacks could have an adverse effect on our business.

Breaches of network or information technology (IT) security, including unauthorized access or security breaches, inclement weather, natural or man-made disasters, earthquakes, explosions, terrorist attacks, acts of war, floods, fires, cyber-attacks, computer viruses, power loss, telecommunications or equipment failures, transportation interruptions, accidents or other disruptive events or attempts to harm our systems may cause equipment failures or disrupt our systems and operations. In particular, both unsuccessful and successful cyber-attacks on companies have increased in frequency, scope and potential harm in recent years. Any such event result in our inability to operate our facilities, which, even if the event is for a limited period of time, may result in significant expenses and/or loss of market share to other competitors in the market for tele-management products and invoice management solutions. While we maintain insurance coverage for some of these events, which could offset some of the losses, the potential liabilities associated with these events could exceed the insurance coverage we maintain. A failure to protect the privacy of customer and employee confidential data against breaches of network or IT security could result in damage to our reputation. Any of these occurrences could result in a material adverse effect on our results of operations and financial condition.

We have been subject, and will likely continue to be subject, to attempts to breach the security of our networks and IT infrastructure through cyber-attack, malware, computer viruses and other means of unauthorized access. However, to date, we have not been subject to cyber-attacks or other cyber incidents which, individually or in the aggregate, resulted in a material impact to our operations or financial condition.

Trends and factors affecting the telecommunications industry are beyond our control and may result in reduced demand and pricing pressure on our products.

We operate in the telecommunication industry and are influenced by trends of that industry, which are beyond our control and may affect our operations. These trends include:

- adverse changes in the public and private equity and debt markets and our ability, as well as the ability of our customers and suppliers, to obtain financing or to fund working capital and capital expenditures;
- adverse changes in the credit ratings of our customers and suppliers;
- adverse changes in the market conditions in our industry and the specific markets for our products;
- access to, and the actual size and timing of, capital expenditures by our customers;

- inventory practices, including the timing of product and service deployment, of our customers;
- the amount of network capacity and the network capacity utilization rates of our customers, and the amount of sharing and/or acquisition of new and/or existing network capacity by our customers;
- the overall trend toward industry consolidation and rationalization among our customers, competitors, and suppliers;
- price reductions by our direct competitors and by competing technologies including, for example, the introduction of HTS satellite systems by our direct competitors which could significantly drive down market prices or limit the availability of satellite capacity for use with our VSAT systems;
- conditions in the broader market for communications products, including data networking products and computerized information access equipment and services;
- governmental regulation or intervention affecting communications or data networking;
- monetary instability in the countries where we operate; and
- the effects of war and acts of terrorism, such as disruptions in general global economic activity, changes in logistics and security arrangements, and reduced customer demand for our products and services.

These trends and factors may reduce the demand for our products and services or require us to increase our research and development expenses and may harm our financial results.

Unfavorable global economic conditions could have a material adverse effect on our business, operating results and financial condition

The financial and economic conditions in the countries in which we operate may cause revenues of our customers to decrease. This may result in reductions in sales of our products and services in some markets, longer sales cycles, slower adoption of new technologies and increased price competition. In addition, weakness in the end-user market could negatively affect the cash flow of our customers who could, in turn, delay paying their obligations to us or ask us for vendor financing. This could increase our credit risk exposure and cause delays in our recognition of revenues on future sales to these customers. Specific economic trends, such as declines in the demand for telecommunications products and services, the tightening of credit markets, or weakness in corporate spending, could have a direct impact on our business. Any of these events would likely harm our business, operating results and financial condition. If global economic and market conditions do not improve, or weaken further, it may have a material adverse effect on our business, operating results and financial condition.

Our international sales expose us to changes in foreign regulations and tariffs, tax exposures, political instability and other risks inherent to international business, any of which could adversely affect our operations.

We sell and distribute our products and provide our services internationally, particularly in the United States, Latin America, Asia, Asia Pacific, Africa and Europe. A component of our strategy is to continue and expand in international markets. Our operations can be limited or disrupted by various factors known to affect international trade. These factors include the following:

- imposition of governmental controls, regulations and taxation which might include a government's decision to raise import tariffs or license fees in countries in which we do business;
- government regulations that may prevent us from choosing our business partners or restrict our activities;

- the U.S. Foreign Corrupt Practices Act, or the FCPA, and applicable anti-corruption laws in other jurisdictions, which include anti-bribery provisions. Our policies mandate compliance with these laws. Nevertheless, we may not always be protected in cases of violation of the FCPA or other applicable anti-corruption laws by our employees or third-parties acting on our behalf. A violation of anti-corruption laws by our employees or third-parties during the performance of their obligations for us may have a material adverse effect on our reputation, operating results and financial condition;
- tax exposures in various jurisdictions relating to our activities throughout the world;
- political and/or economic instability in countries in which we do or desire to do business. Such unexpected changes could have an adverse effect on the gross margin of some of our projects. This includes similar risks from potential or current political and economic instability as well as volatility of foreign currencies in countries such as Colombia, Brazil, Venezuela and certain countries in East Asia;
- difficulties in staffing and managing foreign operations that might mandate employing staff in various countries to manage foreign operations. This requirement could have an adverse effect on the profitability of certain projects;
- longer payment cycles and difficulties in collecting accounts receivable;
- foreign exchange risks due to fluctuations in local currencies relative to the dollar; and
- relevant zoning ordinances that may restrict the installation of satellite antennas and might also reduce market demand for our service. Additionally, authorities may increase regulation regarding the potential radiation hazard posed by transmitting earth station satellite antennas' emissions of radio frequency energy that may negatively impact our business plan and revenues.

Any decline in commercial business in any country may have an adverse effect on our business as these trends often lead to a decline in technology purchases or upgrades by private companies. We expect that in difficult economic periods, countries in which we do business will find it more difficult to raise financing from investors for the further development of the telecommunications industry and private companies will find it more difficult to finance the purchase or upgrade of our technology. Any such changes could adversely affect our business in these and other countries.

If we fail to meet our covenants to the banks, or otherwise breach the terms of our credit agreements, the banks may accelerate payment of outstanding loans and our business could be seriously harmed.

Our loan agreements with banks contain covenants regarding our maintenance of certain financial ratios. The covenants contained in our credit facilities restrict, among other things, our ability to pledge our assets, dispose of assets, or give guarantees. Our ability to continue to comply with these and other obligations depends in part on the future performance of our business. We cannot assure you that we shall be able to continue to comply with the covenants included in our agreements with the banks. If we fail to comply, we shall be required to renegotiate the terms of our credit facilities with the banks. We cannot assure you that we shall be able to reach an agreement with the banks or that such agreements will be on favorable terms to us. Our ability to restructure or refinance our credit facilities depends on the condition of the capital markets and our financial condition. Any refinancing of our existing credit facilities could be at higher interest rates and may require us to comply with different covenants, which could restrict our business operations.

We may face difficulties in obtaining regulatory approvals for our telecommunication services and products, which could adversely affect our operations.

Certain of our telecommunication operations require licenses and approvals by the Israeli Ministry of Communication, the Federal Communications Commission, or FCC, in the U.S. and by regulatory bodies in other countries. In Israel and the U.S., the operation of satellite earth station facilities and VSAT systems such as ours are prohibited except under licenses issued by the Israeli Ministry of Communication and the FCC in the U.S. Our airborne products require licenses and approvals by the Federal Aviation Agency, or FAA. We must also obtain approval of the regulatory authority in each country in which we propose to provide network services or operate VSATs. The approval process in Latin America and elsewhere can often take a substantial amount of time and require substantial resources.

In addition, any licenses and approvals that are granted may be subject to conditions that may restrict our activities or otherwise adversely affect our operations. Also, after obtaining the required licenses and approvals, the regulating agencies may, at any time, impose additional requirements on our operations. We cannot assure you that we will be able to comply with any new requirements or conditions imposed by such regulating agencies on a timely or economically efficient basis.

Our products are also subject to requirements to obtain certification of compliance with local regulatory standards. Delays in receiving such certification could adversely affect our operations.

Currency exchange rates and fluctuations of currency exchange rates may adversely affect our results of operations, liabilities, and assets.

Since we operate in several countries, we are impacted by currency exchange rates and fluctuations of various currencies. Although partially mitigated by our hedging activities, we are impacted by currency exchange rates and fluctuations thereof in a number of ways, including the following:

- A significant portion of our expenses, principally salaries and related personnel expenses, are incurred in NIS, and to a lesser extent, other non-U.S. dollar currencies, whereas the currency we use to report our financial results is the U.S. dollar and a significant portion of our revenue is generated in U.S. dollars. A significant strengthening of the NIS against the U.S. dollar can considerably increase the U.S. dollar value of our expenses in Israel and our results of operations may be adversely affected;
- A portion of our international sales is denominated in currencies other than the U.S. dollar, including the Colombian Peso, Australian Dollar, Brazilian Real, Peruvian Sol, Russian Ruble and the Mexican Peso, therefore we are exposed to the risk of devaluation of such currencies relative to the dollar which could have a negative impact on our revenues;
- We have assets and liabilities that are denominated in non-U.S. dollar currencies. Therefore, significant fluctuation in these other currencies could have significant effect on our results; and
- A portion of our U.S. dollar revenues are derived from customers operating in local currencies which are different from the U.S. dollar. Therefore, devaluation in the local currencies of our customers relative to the U.S. dollar could cause our customers to cancel or decrease orders or delay payment.

We are also subject to other foreign currency risks including repatriation restrictions in certain countries, particularly in Latin America. During 2015, our financial expenses increased compared to the previous year, primarily as a result of exchange rate differences between local currency and the U.S. dollar in the countries where some of our subsidiaries are located.

As noted above, from time to time, we enter into hedging transactions to attempt to limit the impact of foreign currency fluctuations. However, the protection provided by such hedging transactions may be partial and leave certain exchange rate-related losses and risks uncovered. Therefore, our business and profitability may be harmed by such exchange rate fluctuations.

The transfer and use of some of our technology and its production is limited because of the research and development grants we received from the Israeli government to develop such technology.

Our research and development efforts associated with the development of certain of our products have been partially financed through grants from the Office of the Chief Scientist of the Israeli Ministry of Economy, or the OCS. We are subject to certain restrictions under the terms of the OCS grants. Specifically, any product incorporating technology developed with the funding provided by these grants may not be manufactured, nor may the technology which is embodied in our products be transferred outside of Israel without appropriate governmental approvals. Such approvals, if granted, may involve increased royalties payments to the OCS (for royalty-bearing programs). These restrictions do not apply to the sale or export from Israel of our products developed with this technology.

We may be subject to claims by third parties alleging that we infringe intellectual property owned by them. We may be required to commence litigation to protect our intellectual property rights. Any intellectual property litigation may continue for an extended period and may materially adversely affect our business, financial condition and operating results.

There are numerous patents, both pending and issued, in the network communications industry. We may unknowingly infringe on a patent. We may from time to time be notified of claims that we are infringing on patents, copyrights or other intellectual property rights owned by third parties. While we do not believe that we have infringed in the past or are infringing at present on any intellectual property rights of third parties, we cannot assure you that we will not be subject to such claims or that damages for any such claim will not be awarded against us by court.

In addition, we may be required to commence litigation to protect our intellectual property rights and trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against third-party claims of invalidity or infringement. An adverse result of any litigation could force us to pay substantial damages, stop designing, manufacturing, using or selling related products, spend significant resources to develop alternative technologies, discontinue using certain processes or obtain licenses. In addition, we may not be able to develop alternative technology, and we may not be able to find appropriate licenses on reasonably satisfactory terms. Any such litigation, could result in substantial costs and diversion of resources and could have a material adverse effect on our business, financial condition and operating results.

We are subject to new regulations related to “conflict minerals”, which could adversely impact our business.

In August 2012, based on the Dodd-Frank Wall Street Reform and Consumer Protection Act, the SEC adopted annual disclosure and reporting requirements for those companies who use certain minerals known as “conflict minerals” mined from the Democratic Republic of Congo and adjoining countries in their products. These new requirements became effective for calendar year 2013 and annually thereafter, with initial disclosure requirements beginning in May 2014. There have been and will continue to be costs associated with complying with these disclosure requirements, including for diligence to determine the sources of conflict minerals used in our products and potentially changes to products, processes or sources of supply as a consequence of such verification activities. The implementation of these rules could adversely affect the sourcing, supply and pricing of materials used in our products. As there may be only a limited number of suppliers offering “conflict free” minerals, we cannot be sure that we will be able to obtain the necessary minerals from such suppliers in sufficient quantities or at competitive prices. Also, we may face reputational challenges if we determine that certain of our products contain minerals not determined to be conflict free or if we are unable to sufficiently verify the origins for all conflict minerals used in our products through the procedures we may implement.

Potential product liability claims relating to our products could have a material adverse effect on our business.

We may be subject to product liability claims relating to the products we sell. Potential product liability claims could include, among other things, those for exposure to electromagnetic radiation from the antennas we provide. We endeavor to include in our agreements with our business customers provisions designed to limit our exposure to potential claims. We also maintain a product liability insurance policy. However, our contractual limitation of liability may be rejected or limited in certain jurisdiction and our insurance may not cover all relevant claims or may not provide sufficient coverage. To date, we have not experienced any material product liability claim. Our business, financial condition and operating results could be materially adversely affected if costs resulting from future claims are not covered by our insurance or exceed our coverage.

Our insurance coverage may not be sufficient for every aspect or risk related to our business.

Our business includes risks, only some of which are covered by our insurance. For example, in our satellite capacity agreements, we do not have a backup for satellite capacity, and we do not have indemnification or insurance in the event that our supplier's satellite malfunctions or data is lost. Satellites utilize highly complex technology and operate in the harsh environment of space and therefore are subject to significant operational risks while in orbit. The risks include in-orbit equipment failures, malfunctions and other kinds of problems commonly referred to as anomalies. Satellite anomalies include, for example, circuit failures, transponder failures, solar array failures, telemetry transmitter failures, battery cell and other power system failures, satellite control system failures and propulsion system failures. Liabilities in connection with our products may be covered by insurance only to a limited extent or not covered at all. In addition, we are not covered by our insurance for acts of fraud or theft. Our business, financial condition and operating results could be materially adversely affected if we incur significant costs resulting from these exposures.

Environmental laws and regulations may subject us to significant liability.

Our operations are subject to various Israeli, U.S. federal, state and local as well as certain other foreign environmental laws and regulations within the countries in which we operate relating to the discharge, storage, treatment, handling, disposal and remediation of certain materials, substances and wastes used in our operations.

New laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or the imposition of new clean-up requirements may require us to incur a significant amount of additional costs in the future and could decrease the amount of cash flow available to us for other purposes, including capital expenditures, research and development and other investments and could have a material adverse effect on our business, financial condition, results of operations, cash flows and future prospects. We may identify deficiencies in our compliance with local legislation within countries in which we operate. Failure to comply with such legislation could result in sanctions by regulatory authorities and could adversely affect our operating results.

Risks Related to Ownership of Our Ordinary Shares

Our share price has been highly volatile and may continue to be volatile and decline.

The trading price of our shares has fluctuated widely in the past and may continue to do so in the future as a result of a number of factors, many of which are outside our control. In addition, the stock market has experienced extreme price and volume fluctuations that have affected the market prices of many technology companies, particularly telecommunication and Internet-related companies, and that have often been unrelated or disproportionate to the operating performance of these companies. These broad market fluctuations could adversely affect the market price of our shares. In the past, following periods of volatility in the market price of a particular company's securities, securities class action litigation has often been brought against that company. Securities class action litigation against us could result in substantial costs and a diversion of our management's attention and resources.

Our operating results may vary significantly from quarter to quarter and these quarterly variations in operating results, as well as other factors, may contribute to the volatility of the market price of our shares.

Our operating results have and may continue to vary significantly from quarter to quarter. The causes of fluctuations include, among other things:

- the timing, size and composition of requests for proposals or orders from customers;
- the timing of introducing new products and product enhancements by us and the level of their market acceptance;
- the mix of products and services we offer; and
- the changes in the competitive environment in which we operate.

The quarterly variation of our operating results, may, in turn, create volatility in the market price for our shares. Other factors that may contribute to wide fluctuations in our market price, many of which are beyond our control, include, but are not limited to:

- economic instability;
- announcements of technological innovations;
- customer orders or new products or contracts;
- competitors' positions in the market;
- changes in financial estimates by securities analysts;
- conditions and trends in the VSAT and other technology industries relevant to our businesses;
- our earnings releases and the earnings releases of our competitors; and
- the general state of the securities markets (with particular emphasis on the technology and Israeli sectors thereof).

In addition to the volatility of the market price of our shares, the stock market in general and the market for technology companies in particular have been highly volatile and at times thinly traded. Investors may not be able to resell their shares during and following periods of volatility.

We may in the future be classified as a passive foreign investment company, or PFIC, which will subject our U.S. investors to adverse tax rules.

U.S. holders of our ordinary shares may face income tax risks. There is a risk that we will be treated as a "passive foreign investment company" or PFIC. Our treatment as a PFIC could result in a reduction in the after-tax return to the holders of our ordinary shares and would likely cause a reduction in the value of such shares. A foreign corporation will be treated as a PFIC for U.S. federal income tax purposes if either (1) at least 75% of its gross income for any taxable year consists of certain types of "passive income," or (2) at least 50% of the average value of the corporation's gross assets produce, or are held for the production of, such types of "passive income." For purposes of these tests, "passive income" includes dividends, interest, gains from the sale or exchange of investment property and rents and royalties other than rents and royalties that are received from unrelated parties in connection with the active conduct of trade or business. For purposes of these tests, income derived from the performance of services does not constitute "passive income". If we are treated as a PFIC, U.S. Holders of shares (or rights) would be subject to a special adverse U.S. federal income tax regime with respect to the income derived by us, the distributions they receive from us, and the gain, if any, they derive from the sale or other disposition of their ordinary shares (or rights). In particular, any dividends paid by us, if any, would not be treated as "qualified dividend income" eligible for preferential tax rates in the hands of non-corporate U.S. shareholders. We believe that we were not a PFIC for the taxable year of 2015. However, since PFIC status depends upon the composition of our income and the market value of our assets from time to time, there can be no assurance that we will not become a PFIC in any future taxable year. U.S. Holders should carefully read Item 10E, "Additional Information – Taxation" for a more complete discussion of the U.S. federal income tax risks related to owning and disposing of our ordinary shares(or rights).

Future sales of our ordinary shares and the future exercise of options may cause the market price of our ordinary shares to decline and may result in a substantial dilution.

We cannot predict what effect, if any, future sales of our ordinary shares by the FIMI Funds and our other significant shareholders, or the availability for future sale of our ordinary shares, including shares issuable upon the exercise of our options, will have on the market price of our ordinary shares. Sales of substantial amounts of our ordinary shares in the public market by our company or our significant shareholders, or the perception that such sales could occur, could adversely affect the market price of our ordinary shares and may make it more difficult for you to sell your ordinary shares at a time and price you deem appropriate.

We have never paid cash dividends and have no intention to pay dividends in the foreseeable future.

We have never paid cash dividends on our shares and do not anticipate paying any cash dividends in the foreseeable future. We intend to continue retaining earnings for use in our business, in particular to fund our research and development, which are important to capitalize on technological changes and develop new products and applications. In addition, the terms of some of our financing arrangements restrict us from paying dividends to our shareholders. Any future dividend distributions are subject to the discretion of our board of directors and will depend on various factors, including our operating results, future earnings, capital requirements, financial condition, and tax implications of dividend distributions on our income, future prospects and any other factors deemed relevant by our board of directors. The distribution of dividends is also limited by Israeli law, which permits the distribution of dividends by an Israeli corporation only out of its retained earnings as defined in Israel's Companies Law, 5759-1999, or the Companies Law, provided that there is no reasonable concern that such payment will cause us to fail to meet our current and expected liabilities as they become due, or otherwise with the court's permission. You should not invest in our company if you require dividend income from your investment.

Our ordinary shares are traded on more than one market and this may result in price variations.

Our ordinary shares are traded on the NASDAQ Global Select Market and on the TASE. Trading in our ordinary shares on these markets is made in different currencies (U.S. dollars on the NASDAQ Global Select Market, and NIS on the TASE), and at different times (resulting from different time zones, different trading days and different public holidays in the U.S. and Israel). Consequently, the trading prices of our ordinary shares on these two markets often differ. Any decrease in the trading price of our ordinary shares on one of these markets could cause a decrease in the trading price of our ordinary shares on the other market.

If we are unable to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, the reliability of our financial statements may be questioned and our share price may suffer.

The Sarbanes-Oxley Act of 2002 imposes certain duties on us and on our executives and directors. To comply with this statute, we are required to document and test our internal control over financial reporting, and our independent registered public accounting firm must issue an attestation report on our internal control procedures, and our management is required to assess and issue a report concerning our internal control over financial reporting. Our efforts to comply with these requirements have resulted in increased general and administrative expenses and a diversion of management time and attention, and we expect these efforts to require the continued commitment of significant resources. We may identify material weaknesses or significant deficiencies in our assessments of our internal controls over financial reporting. Failure to maintain effective internal control over financial reporting could result in investigation or sanctions by regulatory authorities, and could adversely affect our operating results, investor confidence in our reported financial information and the market price of our ordinary shares.

Your interest may be diluted as a result of the rights offering we commenced in February 2016.

In February 2016, we commenced a rights offering to raise gross proceeds of up to \$35.3 million. We have granted, at no charge to the holders of our ordinary shares as of the record date for the rights offering, namely, February 29, 2016, for each nine (9) ordinary shares owned, one non-transferable subscription right to purchase two ordinary shares at a price of \$7.16 (reflecting a price of \$3.58 per share). The subscription period for the rights offering expired on March 21, 2016 and the results of the offering have not been published as of the date of this annual report. Holders of ordinary shares who did not fully exercise their subscription rights should expect to own a smaller proportional interest in our company.

Certain of our shareholders beneficially own a substantial percentage of our ordinary shares, which may increase if the offering is completed.

As of the date hereof, FIMI, our controlling shareholder, holds approximately 33.8% of our outstanding ordinary shares. The FIMI partnerships have exercised their subscription rights in full and may have been able to exercise additional over-subscription rights in the rights offering, to the extent that the FIMI partnerships' holdings do not equal or exceed 45% of our voting rights following the exercise of their subscription rights. This concentration of ownership of our ordinary shares could delay or prevent mergers, tender offers, or other purchases of our ordinary shares that might otherwise give our shareholders the opportunity to realize a premium over the then-prevailing market price for our ordinary shares. This concentration could also accelerate these same transactions in lieu of others depriving shareholders of opportunities. This concentration of ownership may also cause a decrease in the volume of trading or otherwise adversely affect our share price.

Risks Related to Our Location in Israel

Political and economic conditions in Israel may limit our ability to produce and sell our products. This could have a material adverse effect on our operations and business condition, harm our results of operations and adversely affect our share price.

We are incorporated under the laws of the State of Israel, where we also maintain our headquarters, manufacturing facilities and most of our research and development facilities. As a result, political, economic and military conditions affecting Israel directly influence us. Any major hostilities involving Israel, a full or partial mobilization of the reserve forces of the Israeli army, the interruption or curtailment of trade between Israel and its trading partners, or a significant downturn in the economic or financial condition of Israel could adversely affect our business, financial condition and results of operations.

Since its establishment in 1948, Israel has been involved in a number of armed conflicts with its Arab neighbors and a state of hostility, varying from time to time in intensity and degree, has continued into 2015. In recent years, there was an escalation in violence among Israel, Hamas, the Palestinian Authority and other groups, as well as an escalation in terrorist attacks since October 2015 and extensive hostilities along Israel's border with the Gaza Strip such as the missiles fired from the Gaza Strip into Israel during July-August 2014. Also, riots and uprisings in several countries in the Middle East and neighboring regions and armed conflicts, including by ISIS, have led to severe political instability in several neighboring states and to a decline in the regional security situation. Such instability may affect the local and global economy, could negatively affect business conditions and, therefore, could adversely affect our operations. In addition, Iran has threatened to attack Israel and is widely believed to be developing nuclear weapons. Iran is also believed to have a strong influence among extremist groups in areas that neighbor Israel, such as Hamas in Gaza and Hezbollah in Lebanon. To date, these matters have not had any material effect on our business and results of operations; however, the regional security situation and worldwide perceptions of it are outside our control and there can be no assurance that these matters will not negatively affect us in the future.

Furthermore, there are a number of countries, primarily in the Middle East, as well as Malaysia and Indonesia that restrict business with Israel or Israeli companies, and we are precluded from marketing our products to these countries directly from Israel. Restrictive laws or policies directed towards Israel or Israeli businesses may have an adverse impact on our operations, our financial results or the expansion of our business.

Your rights and responsibilities as a shareholder are governed by Israeli law and differ in some respects from those under Delaware law.

Because we are an Israeli company, the rights and responsibilities of our shareholders are governed by our Articles of Association and by Israeli law. These rights and responsibilities differ in some respects from the rights and responsibilities of shareholders in a Delaware corporation. In particular, a shareholder of an Israeli company has a duty to act in good faith towards the company and other shareholders and to refrain from abusing his, her or its power in the company, including, among other things, in voting at the general meeting of shareholders on certain matters. Israeli law provides that these duties are applicable to shareholder votes on, among other things, amendments to a company's articles of association, increases in a company's authorized share capital, mergers and interested party transactions requiring shareholder approval. In addition, a shareholder who knows that it possesses the power to determine the outcome of a shareholders' vote or to appoint or prevent the appointment of a director or executive officer in the company has a duty of fairness towards the company. However, Israeli law does not define the substance of this duty of fairness. There is little case law available to assist in understanding the implications of these provisions that govern shareholder behavior.

As a foreign private issuer whose shares are listed on the NASDAQ Global Select Market, we follow certain home country corporate governance practices instead of certain NASDAQ requirements, which may not afford shareholders with the same protections that shareholders of domestic companies have.

As a foreign private issuer whose shares are listed on the NASDAQ Global Select Market, we are permitted to follow certain home country corporate governance practices instead of certain requirements of The NASDAQ Marketplace Rules. We follow Israeli law and practice instead of The NASDAQ Marketplace Rules with respect to the director nominations process and the requirement to obtain shareholder approval for the establishment or material amendment of certain equity-based compensation plans and arrangements. As a foreign private issuer listed on the NASDAQ Global Select Market, we may also follow home country practice with regard to, among other things, the requirement to obtain shareholder approval for certain dilutive events (such as for an issuance that will result in a change of control of the company, certain transactions other than a public offering involving issuances of a 20% or more interest in the company and certain acquisitions of the stock or assets of another company). A foreign private issuer that elects to follow a home country practice instead of NASDAQ requirements must submit to NASDAQ in advance a written statement from an independent counsel in such issuer's home country certifying that the issuer's practices are not prohibited by the home country's laws. In addition, a foreign private issuer must disclose in its annual reports filed with the SEC each such requirement that it does not follow and describe the home country practice followed by the issuer instead of any such requirement. Accordingly, our shareholders may not be afforded the same protection as provided under NASDAQ's corporate governance rules.

If we are unable to comply with Israel's enhanced export control regulations our ability to export our products from Israel could be negatively impacted.

Our export of military products and related technical information is also subject to enhanced Israeli Ministry of Defense regulations regarding defense export controls and the export of "dual use" items (items that are typically sold in the commercial market but that may also be used in the defense market). Some of our products are exempted from Israeli Ministry of Defense export control. The Israeli Ministry of Defense may change the classification of our existing commercial products or may determine that new products we develop are not exempt from Israeli Ministry of Defense export control. This would place such products subject to the Israeli Ministry of Defense export control regulations as military products or "dual use" items, which would impose on our sales process stringent constraints in relation to each sale transaction and limit our markets. If we do not maintain our existing authorizations and exemption or obtain necessary future authorizations and exemptions under the export control laws and regulations of Israel, including export licenses for the sale of our equipment and the transfer of technical information, we may be unable to export technical information or equipment outside of Israel, we may not be able to realize our market focus and our business could be materially adversely affected.

Our results of operations may be negatively affected by the obligation of our personnel to perform military service.

A significant number of our employees in Israel are obligated to perform annual reserve duty in the Israeli Defense Forces and may be called for active duty under emergency circumstances at any time. If a military conflict or war arises, these individuals could be required to serve in the military for extended periods of time. Our operations could be disrupted by a significant absence of one or more of our key employees or a significant number of other employees due to military service. Any disruption in our operations could adversely affect our business.

You may not be able to enforce civil liabilities in the U.S. against our officers and directors.

We are incorporated in Israel. All of our directors and executive officers reside outside the U.S., and a significant portion of our assets and the personal assets of most of our directors and executive officers are located outside the U.S. Therefore, it may be difficult to effect service of process upon any of these persons within the U.S. In addition, a judgment obtained in the U.S. against us, or against such individuals, including but not limited to judgments based on the civil liability provisions of the U.S. federal securities laws, may not be collectible within the U.S.

Additionally, it may be difficult for an investor or any other person or entity, to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on a violation of U.S. securities laws on the ground that Israel is not the most appropriate forum in which to bring such a claim. Even if an Israeli court agrees to hear a claim, it may determine that Israeli law is applicable to the claim. Certain matters of procedure will also be governed by Israeli law.

Israeli law may delay, prevent or make difficult a merger with or an acquisition of us, which could prevent a change of control and therefore depress the price of our shares.

Provisions of Israeli law may delay, prevent or make undesirable a merger or an acquisition of all or a significant portion of our shares or assets. Israeli corporate law regulates acquisitions of shares through tender offers and mergers, requires special approvals for transactions involving significant shareholders and regulates other matters that may be relevant to these types of transactions. These provisions of Israeli law could have the effect of delaying or preventing a change in control and may make it more difficult for a third party to acquire us, even if doing so would be beneficial to our shareholders. These provisions may limit the price that investors may be willing to pay in the future for our ordinary shares. Furthermore, Israeli tax considerations may make potential transactions undesirable to us or to some of our shareholders.

Under current Israeli law and the laws of other jurisdictions, we may not be able to enforce covenants not to compete and therefore may be unable to prevent our competitors from benefiting from the expertise of some of our former employees.

We currently have non-competition clauses in the employment agreements of our employees in certain regions. The provisions of such clauses prohibit our employees, if they cease working for us, from directly competing with us or working for our competitors for a certain period of time. Israeli labor courts have required employers, seeking to enforce non-compete undertakings against former employees, to demonstrate that the competitive activities of the former employee will cause harm to one of a limited number of material interests of the employer recognized by the courts (for example, the confidentiality of certain commercial information or a company's intellectual property). In the event that any of our employees chooses to leave and work for one of our competitors, we may be unable to prevent our competitors from benefiting from the expertise of our former employee obtained from us, if we cannot demonstrate to the court that our interests as defined by case law would be harmed. Non-competition clauses may be unenforceable or enforceable only to a limited extent in other jurisdictions as well.

ITEM 4: INFORMATION ON THE COMPANY

A. History and Development of the Company

We were incorporated in Israel in 1987 and are subject to the laws of the State of Israel. We are a public limited liability company under Israel's Companies Law and operate under that law and associated legislation. Our corporate headquarters, executive offices and main research and development and engineering facilities, as well as facilities for some manufacturing and product assembly are located at Gilat House, 21 Yegia Kapayim Street, Kiryat Arye, Petah Tikva 4913020, Israel. Our telephone number is (972) 3-925-2000. Our address in the U.S. is c/o Wavestream Corporation at 545 West Terrace Drive, San Dimas, California 91773. Our web-site address is www.gilat.com. The information on our website is not incorporated by reference into this annual report.

We are a leading global provider of end-to-end broadband Satcom network solutions and services. We design, manufacture and provide full network management and equipment for Satcom as well as professional services to satellite operators, service providers and telecommunications operators worldwide. The equipment consists of very small aperture terminals, or VSATs, solid-state power amplifiers, or SSPAs, block up converters, or BUCs, low-profile antennas and on-the-Move/on-the-Pause terminals. With over 25 years of experience, we have a large installed customer base and have sold more than 1.2 million VSAT units spanning approximately 90 countries on six continents. We also provide connectivity services, Internet access and telephony, to enterprise, government and residential customers in Peru and Colombia over our own networks, which are built using our equipment and also over networks which we install mainly based on BOT contracts. Additionally, we build telecommunication infrastructure typically using fiber-optic and wireless technologies for broadband connectivity.

Our products are primarily sold to communication service providers and operators that use VSATs for their customers and to government organizations and system integrators that use our technology. Gilat is particularly active in the following market sectors: Enterprise and Government applications; Consumer broadband access; Cellular connectivity; National telecommunication connectivity and Mobility applications for air, land and sea. We provide services directly to end-users in various market sectors including in certain countries in Latin America and provide managed network services, such as in Australia, over a VSAT network owned by a third party. We have 20 sales and support offices worldwide, four network operations centers and five R&D centers.

We shipped our first generation VSAT in 1989 and since then we have been among the technological leaders in the VSAT industry. Our continuous investment in research and development has resulted in the development of new and industry-leading products and our intellectual property portfolio includes 62 issued patents (53 U.S. and 9 foreign) relating to our VSAT and other systems as well as 17 issued patents (15 U.S. and 2 foreign) relating to our Satcom-On-The-Move antenna solutions and 13 issued patents (3 U.S. and 10 foreign) for our high power SSPAs.

Sale of Spacenet

In December 2013, we sold our Spacenet subsidiary to SageNet for approximately \$16 million, subject to certain post-closing adjustments and expenses. During 2015 and 2014, some of the post-closing adjustments were resolved and consequently we incurred additional expenses of approximately \$0.2 million and \$0.8 million, respectively, related to those adjustments. These additional expenses are accounted as discontinued operations. Through Spacenet we previously provided managed network communications services utilizing satellite wireline and wireless networks and associated technology. Spacenet served enterprise, government, industrial small office/home office, or SOHO, and residential customers throughout North America. Spacenet provided three primary lines of service: custom commercial grade networks for large enterprise and government customers; Connexstar networks, which are standardized commercial grade services; and StarBand services, which are typically geared towards SOHO and residential users. Spacenet was previously accounted under the Service Division. As a result of this transaction, we recorded in 2013 a loss of \$1.39 million, which includes banker's fees, legal fees and other transaction related expenses.

In 2015, 2014 and 2013, our property and equipment purchases related to our continuing operations amounted to approximately \$3.9 million, \$12.6 million and \$4.1 million, respectively. These amounts do not include the reclassification of inventory to property and equipment made during 2015, 2014 and 2013 in the amount of approximately \$2.5 million, \$2.9 million and \$3.8 million, respectively.

B. Business Overview

We are a leading provider of satellite ground segment and other network communications solutions and services. We design and manufacture satellite ground segment and networking communications equipment, which we sell to our customers either as network components (BUCs, antennas) or as complete network solutions (which include hubs and related services) or turnkey projects. The equipment that we develop includes commercial VSAT systems, defense and homeland security Satcom systems, SSPAs, BUCs, low-profile antennas, on-the-Move / on-the-Pause terminals and modems. Our equipment is used by satellite operators, service providers, telecommunications operators, system integrators, government and defense organizations, large corporations and enterprises. We sell and distribute our products and provide our services internationally, in Latin America, Asia, Asia Pacific, the U.S., Africa and Europe. In particular, we provide connectivity services, Internet access and telephony, to enterprise, government and residential customers in Peru and Colombia over our own networks which are built using our own equipment and equipment purchased from other manufacturers in various technologies. We also provide NOC operations and hub services, such as in Australia, over a VSAT network owned by SingTel Optus Pty Limited, or Optus, a large Australian telecommunication company.

Since 2012, in line with our efforts to improve our business structure and organization for our target markets, we operate in three business divisions – Commercial Division, Mobility Division (including Wavestream, which provides its products primarily to defense and homeland security organizations) and our Services Division (which is comprised of our service businesses in Peru and Colombia).

Commercial Division - provides VSAT networks, satellite communication products and associated professional services to service providers and operators worldwide, including broadband access and consumer HTS initiatives worldwide. Representative customers of Gilat's Commercial Division include Oi in Brazil, Optus in Australia, Bharti in India, Entel in Bolivia, Nepal Telecom, Telkom in South Africa and Telefonica in Latin America. We also provide industry specific solutions for cellular backhaul, business continuity and disaster recovery.

In 2015, our Commercial Division continued to focus on the HTS market, while driving broader solutions, thereby enhancing our offering to combine technology and services. We also identified the Chinese market as a key growth region with opportunities for our fixed and mobility applications and have made significant progress with our marketing efforts.

Mobility Division - provides on-the-move and on-the-pause satellite communication products and solutions to various industries as well as to defense and homeland security organizations worldwide, with a particular emphasis on IFC. Our Wavestream subsidiary is an independent designer and manufacturer of SSPAs and BUCs for mission-critical satellite communications worldwide and provides high-power SSPAs mainly to system integrators that serve various defense and homeland security agencies and to the avionics industry. Representative customers of Wavestream include General Dynamics, TCS, L-3, Honeywell, Tecom and Astronics AeroSat Corporation, or AeroSat. Wavestream's patented leading-edge spatial power combining technology enables higher output power from smaller packages with greater efficiency, reliability and lower cost than other existing technologies in high frequency bands like Ka. Wavestream provides product solutions for multiple applications targeting defense, commercial and broadcast satellite communications systems. In addition, we provide our Raysat low profile antennas for various military and commercial applications such as homeland security, emergency response and trains. Typical customers include various military and special forces, directly or through integrators. We also provide on-the-Pause terminals such as SatTrooper™ and SatRanger™, our manpack solutions, which are quick deploy terminals for broadband communications. Additionally, we provide UAV terminals that provide beyond line of sight (BLoS) communications to different size UAVs. Our typical customers are various platform manufacturers.

Services Division - comprised of our service businesses in Peru and Colombia, or Gilat Peru & Colombia, offers rural telephony, data transmission and Internet access solutions and operates these networks through our subsidiaries there, under projects that are subsidized by governmental entities. In Peru, we also provide Internet and data services to public institutions and to the private sector, generally awarded by means of public bids.

In the year ended December 31, 2015, we derived approximately 51%, 28% and 21% of our revenues from our Commercial Division, Services Division and Mobility Division, respectively.

We have diversified revenue streams that result from both sales of products, which include construction of networks, and services. In the year ended December 31, 2015, approximately 65% of our revenues were derived from sales of products and 35% from services. During the same period, we derived 51%, 24%, 14%, 8% and 3% of our revenues from Latin America, Asia and Asia Pacific, North America, Europe and from Africa, respectively.

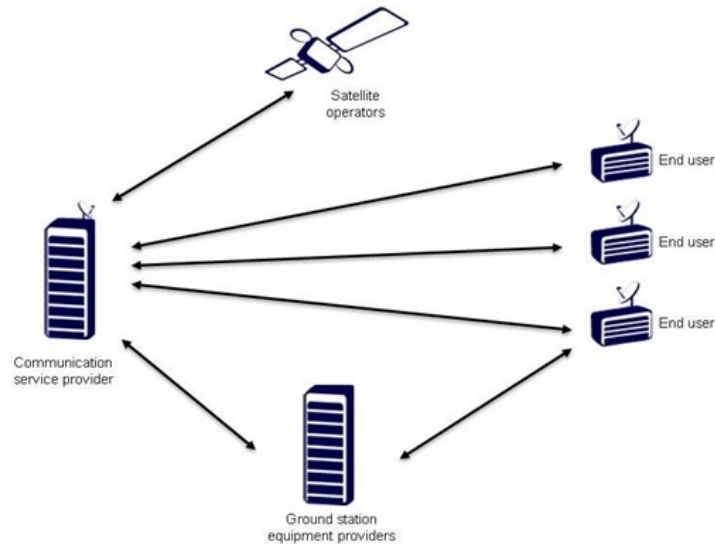
Industry Overview

There is a global demand for satellite-based communications solutions for a number of reasons. Primarily, satellite-based communications is still the only truly ubiquitous networking solution. Secondly, satellite communications are more readily available as compared to alternative terrestrial communications networks. Lastly, satellite communications solutions offer rapidly deployed secure broadband connectivity and broadband communications on the move.

A two-way broadband satellite communications solution is comprised of the following elements:

- Communications satellite – Typically a satellite in geostationary orbit (synchronized with the earth's orbit) with a fixed coverage of a portion of the earth (up to approximately one third).
- Satellite communications ground station equipment – These are devices that have a combination of datacom and RF (Radio Frequency) elements designed to deliver data via communication satellites. Examples of ground station equipment are remote site terminals, such as VSATs, and central hub station systems. We are a leading provider of VSAT ground station equipment. Ground station equipment is typically comprised of the following elements: modem, amplifiers, BUCs and antennas.
- Modem – This is the device that modulates the digital data into an analog RF signal for delivery to the upconverter, and demodulates the analog signals from the downconverter back into digital data. The modem, which is typically located indoors, performs data processing functions such as traffic management and prioritization and provides the digital interfaces (Ethernet port/s) for connecting to the user's equipment (PC, switch, etc.).
- Amplifiers and BUCs – These are the components that connect the ground station equipment with the antenna. The purpose of the amplifiers and BUCs is to amplify the power and convert the frequency of the transmitted RF signal. Wavestream is a leading provider of high power SSPAs and BUCs.
- Antenna – Antennas can vary quite significantly in size, power and complexity depending on the ground equipment they are connected to, and their application. For example, antennas connected to remote sites generally are in the range of one meter in diameter while those connected to the central hub system can be in the range of ten meters in diameter. Antennas used on moving vehicles need to be compact and have an auto-pointing mechanism so that they can remain locked onto the satellite during motion. We are a leading provider of low-profile in-motion satellite antennas.

Broadband satellite networks are comprised of ground stations at multiple locations that communicate through a satellite in geostationary orbit, providing continent-wide wireless connectivity. Satellite broadband networks are used to provide a variety of traffic types such as broadband data, video and voice. The value chain of satellite network services consists of the following four main elements:



Satellite operators provide satellite transponder capacity (a portion of the satellite's bandwidth and power which is used to establish one or more communication channels) on satellites positioned in geostationary orbit above the equator. A typical satellite can cover a geographic area the size of the continental U.S. or larger. The satellite receives information from the ground station equipment, amplifies it and transmits it back to earth on a different frequency. Satellite operators sell the capacity in a variety of leasing agreements to their customers. Our technology is compatible with C-band, Ku-band and Ka-band satellites including special extended C-band and extended Ku-band satellites. Some of the leading satellite operators are Intelsat, SES and Eutelsat.

Ground station equipment providers manufacture network equipment for both VSAT networks and broadcast markets. VSAT systems connect a large central earth station, called a hub, with multiple remote sites (ranging from tens to thousands of sites), which communicate via satellite. We are a leading ground station equipment provider for VSAT systems, high-power amplifiers and low-profile antennas for Satcom-on-the-move.

Communication service providers buy equipment from ground station equipment providers, install and maintain such equipment, lease capacity from satellite operators and sell a full package of communication services to the end user. Our subsidiaries in Peru and Colombia are leading communication service providers in Peru and Colombia.

End users are customers that use equipment and satellite communication services. Examples of end users range from enterprises, to government ministries and defense organizations, to residential consumers.

System integrators are companies that provide customized solutions to end users by integrating the necessary equipment and services. For example, defense organizations often work with specialized system integrators that integrate various components, such as power amplifiers and low profile antennas, into a satellite terminal.

Satellite broadband networks are typically VSAT systems deployed in a hub-and-spoke configuration, with remote locations connecting via satellite to a central hub station. VSAT networks have a diverse range of uses and applications, and provide communication services as a stand-alone, alternative, or complementary service to terrestrial networks.

We believe that the advantages of VSAT networks include:

- *Universal availability* - VSATs provide service to any location within a satellite footprint.

- *Timely implementation* - Large VSAT networks with thousands of remote sites can be deployed within a few weeks.
- *Broadcast and multicast capabilities* - Satellite is an optimal solution for broadcast and multicast transmission as the satellite signal is simultaneously received by any group of users in the satellite footprint.
- *Reliability and service availability* - VSAT network availability is high due to the satellite and ground equipment reliability, the small number of components in the network and terrestrial infrastructure independence.
- *Scalability* - VSAT networks scale easily from a single site to thousands of locations.
- *Cost-effectiveness* - The cost of VSAT networks is independent of distance and therefore it is a cost-effective solution for networks comprised of multiple sites in remote locations.
- *Applications delivery* – VSAT networks offer a wide variety of customer applications such as e-mail, virtual private networks, video, voice, Internet access, distance learning, cellular backhaul and financial transactions.
- *Portability and Mobility* - VSAT solutions can be mounted on vehicles for communications on the move, or deployed rapidly for communications in fixed locations and then relocated or moved as required.

Given the technological and implementation benefits afforded by VSAT networks, we believe that the market for VSAT products and services will continue to grow. In particular, according to a 2015 report from NSR, a leading international telecom market research and consulting firm, the number of broadband satellite sites and subscribers is expected to grow at a compounded annual growth rate, or CAGR, of 11.3% through 2024.

In addition, satellite communications is an effective solution for mobility, especially for maritime and for international flight.

The availability of auto-pointing satellite antennas designed for in-motion two way communications has created market demand particularly from the defense segment and from first responders, such as emergency services. These antennas are usually mounted on the roof of a vehicle and connected to a satellite terminal within the vehicle. An important requirement that defense organizations have in this mission-critical application is for low-profile antennas, to avoid drawing unnecessary attention to the vehicle. We believe that the demand for light-weight, low-profile antenna systems will increase as well.

Another important requirement emerging is for next generation solid-state power amplifiers able to provide high output power, greater efficiency and field-proven reliability in smaller, lighter weight product packages suitable for fixed, mobile, and airborne antenna systems. These amplifiers, designed and thoroughly tested for use in extreme environments, help provide uninterrupted connectivity to support mission-critical defense operations, as well as demanding inflight connectivity and consumer broadband applications.

There are five primary market categories that require broadband satellite products and services:

Enterprise and Business. End-users include large companies and organizations, small- medium enterprises, or SMEs, and small office / home office (SOHO) end users. For enterprises, VSAT networks offer network connectivity and deliver voice, data and video within corporations (known as corporate intranets), Internet access, transaction-based connectivity that enables on-line data delivery such as point-of-sale (credit and debit card authorization), inventory control and real time stock exchange trading.

High-End. The high-end market consists of customers that have more demanding network performance requirements. These requirements usually include a higher level of Quality of Service, or QoS, than the typical user, higher speed connectivity, segregation of their traffic from other users' traffic and more control over the network. Examples of customers belonging to the high-end market are industrial energy organizations such as oil & gas and mining companies, digital satellite news gathering companies, or DSN companies, maritime companies and mobile operators. Another emerging area is the airborne market which requires reliable, compact solutions that can operate in extreme environments to provide in-flight connectivity services to business, commercial and aviation customers around the world.

Rural Telecommunications. The rural telecommunications market is comprised of communities throughout the world that require telephone, facsimile and Internet access in areas that are underserved by existing telecommunications services. These communication services are usually provided to the rural population via government-subsidized initiatives. This market sector is comprised of "Build-Operate" projects, in which governments subsidize the establishment and the operation of a rural network to be served by a satellite, wireless or cellular service provider that is usually selected in a bid process. In other instances, local communications operators have universal service obligations, or USOs, which require them to serve rural areas lacking terrestrial infrastructure. Some local communications operators elect to fulfill this obligation by hiring third parties in a model known as "Build-Operate-Transfer." In these instances, the network is established and made operational by a third party service provider, which operates it for a certain period of time and then it is transferred to the operator.

Consumer. The consumer market consists of residential users. These users require a high-speed internet connection similar to a digital subscriber line, or DSL, or cable modem service.

Government. The government sector consists of homeland security and military users. The versatility, reliability, and resiliency of satellite broadband networks, the in-motion low profile antennas and the lightweight SSPAs are a perfect fit for security and armed forces. Spatial-combining technology implemented on the Wavestream SSPAs introduces significant efficiency, size and weight advantages. For example, Satcom systems with low power lightweight amplifiers can be quickly deployed in disaster areas, as a replacement for destroyed wireless or wire line networks, providing communication services to emergency personnel and law enforcement units. In military applications, Satcom networks can be used as a reliable overlay to manage the entire battlefield communications, serve as communication backup infrastructure, and be used for primary tactical communications offering communications from a moving vehicle. In these cases the low-profile antennas provide additional benefit to the end-user. Smaller, light weight and reliable BUCs are also important for airborne applications.

Our Competitive Strengths

We are a leading provider of satellite communication and networking products and services. Our competitive strengths include:

Market leadership in large and growing markets. Since our inception, we have sold more than 1.2 million VSATs, over 3,000 low profile antennas and over 25,000 BUCs and SSPAs to customers in approximately 90 countries. Our customer base includes a large number of satellite-based communications service providers, system integrators and operators worldwide. In addition, we are one of the largest satellite communications service providers to rural communities in Latin America.

Technology leadership. We have been at the forefront of VSAT technology and services for over 25 years and continue to be an innovator and developer of new satellite technologies. Our highly customizable VSAT technology enables us to provide a wide range of broadband, Internet, voice, data and video solutions to our customers. We offer an optimized family of VSATs which can attain a rate of up to 200Mbps. Our product and operations infrastructure is capable of running hubs with greater than 99.8% availability while rolling out thousands of new VSAT site locations each month. Our SkyEdge II-c, state-of-the-art solution, provides high performance and excellent space segment efficiency. Our legacy product lines are known for their durability and resilience. We provide advanced on-the-Move terminals, including all components such as antennas, BUCs and modems. Our low-profile, Satcom-On-The-Move antennas provide reliable broadband communications for defense and homeland security applications. Our state-of-the-art SSPAs provide excellent performance, even at the extreme end of temperature and environmental performance specifications. X-Architecture, our new cloud-based distributed architecture, and our electronically-steered array / phased array antenna (ESA/PAA) are our two most recent innovations that, we believe, have positioned us as a leader in providing cutting-edge satellite communications technology. Our research, development and engineering team, comprised of 280 persons, enable us to rapidly develop new features and applications. Moreover, by directly serving end-users through our service organizations, we are able to quickly respond to changing market conditions and maintain our leadership position in the market.

Global presence and local support. We have sold our products in approximately 90 countries on six continents. Our products and services are used by a large and diverse group of customers including some of the largest enterprises in the world, several government agencies and many rural communities. We have 20 sales and service offices worldwide. Through our network of offices we are able to maintain a two-tier customer support program offering local support offices and a centralized supply facility.

Complementary business lines for turnkey solutions. Our business divisions are able to provide a full turnkey solution to our customers by integrating a diverse range of value-added products and services. Our product and service offerings - VSAT network equipment, small cell solutions, power amplifiers, low-profile Satcom-On-The-Move terminals, antennas, installation, operation and maintenance - provide communication services ranging from broadband, Internet, voice, data and video to managed solutions that can be customized and are highly flexible. Our business model enables us to be closely attuned to our customers' needs and to rapidly adapt to changing market trends. Our VSAT-based networks sometimes serve as platforms for the delivery of complete systems, providing versatile solutions for corporate enterprises, government agencies, SMEs, rural communities, SOHOs and consumers.

Diversified revenue streams and customer base. For the year ended December 31, 2015, approximately 65% of our revenues were generated from equipment sales and 35% of our revenues were generated from services. Our equipment sales are generally independent equipment orders which often generate maintenance contracts and additional opportunities for future equipment sales and also include the revenues from the construction phase of large-scale projects. Our service sales are characterized by long-term contracts that provide a recurring revenue base. In the year ended December 31, 2015, our three business divisions, Commercial, Services and Mobility, accounted for 51%, 28% and 21% of our revenues, respectively.

Delivery Capabilities. Over the years we have demonstrated our ability to deploy communication networks in the most remote areas, which are difficult both to reach and service. This experience enhances both our ability to plan and implement sophisticated communication networks in remote areas, as well as in challenging terrain, and our ability to meet technological challenges like a lack of electrical power infrastructure or a lack of any physical infrastructure. Our teams are proficient in delivering solutions in these areas, with a high success rate.

Experienced management team. Our management is comprised of highly experienced executive team. Both Mr. Dov Baharav, the Chairman of our Board of Directors and our interim Chief Executive Officer and Mr. Yona Ovadia, who was appointed as our Chief Executive Officer effective as of March 31, 2016, have broad experience in senior executive positions. Mr. Baharav served as Chairman of the Board of Directors of Israel Aerospace Industries Ltd. and was President and CEO and a member of the Board of Directors of Amdocs Management Limited, or Amdocs, (NASDAQ: DOX). Prior to joining our Company, Mr. Ovadia served as Group President & Head of Services Group at Amdocs since 2013 and in various other executive positions.

Our Growth Strategy

Our objective is to leverage our superior technology and services capabilities in order to:

Become the key partner of HTS and Ka-band Satellite Operators – We will continue to serve as a meaningful partner of HTS Operators, leveraging its leading technology in the market and its breadth of services to deploy and operate ground segments.

Expand presence in the IFC market – We are placing a major focus on developing a new dual band Ka/Ku terminal, as well as leveraging our unique Phased Array antennas, to serve the high growth IFC market.

Provide Internet Broadband to rural areas – We intend to build on our vast experience in bringing broadband Internet to rural areas in Latin America and identify additional markets to expand into.

Enhance our Offerings – We intend to enhance our offerings to provide comprehensive turnkey solutions to Telcos and large enterprises.

Focus on the Chinese market – We are focused on supporting the growing Chinese market, which encompasses all of the above business drivers in a single territory, with our technology and expertise. China is expected to be at the forefront of next-generation fixed and mobile satellite services, providing consumers, businesses and government organizations throughout the country with valuable high-speed broadband services.

Our Businesses in 2015

Commercial Division

Overview

Our Commercial Division provides VSAT-based network systems, low-profile Satcom-on-the-move antennas and associated professional services to satellite and telecom operators worldwide. Our operational experience in deploying large VSAT networks together with our global network of local offices enable us to work closely and directly with those providers. We provide equipment and solutions to the commercial, government and consumer markets.

Our SkyEdge product family, including the SkyEdge, SkyEdge II and SkyEdge II-c products, allows us to deliver efficient, reliable and affordable broadband connectivity such as Internet, voice, data and video. As a single platform SkyEdge II-c supports multiple applications such as, Broadband Access, Enterprise Cellular Backhaul and Mobility.

We provide solutions tailored to the requirements of individual industries. Based on our open SkyEdge platform, our solutions provide added value to operators through better performance and integration as well as simpler deployment.

We also support satellite networking through professional services, training and a full range of turnkey solutions and outsourced network operations including “Build-Operate-Transfer” for networking facilities.

Our Commercial Division is headquartered in Petah Tikva, Israel and operates through multiple offices worldwide.

Products and Solutions

Broadband Satellite Network System

Our SkyEdge II product family is based on a single hub with multiple VSATs to support a variety of services and applications. The products were designed using advanced technology to enable them to process different types of user traffic such as voice, critical data, Internet traffic and video, to handle each type of traffic in an efficient manner and provide the necessary quality of service for each traffic stream. The SkyEdge II system also includes advanced mechanisms which ensure that the transmissions via the satellite utilize the available satellite bandwidth efficiently and enhance the user experience.

Our SkyEdge II-c system supports large-scale broadband services for both consumer and enterprise applications, including fast web browsing, high-speed trunking, video streaming, Internet Protocol Television, or IPTV, Voice Over Internet Protocol, or VoIP, and other bandwidth-intensive services. It includes a unified, centralized network management system, or NMS which manages all hub elements at all gateways from a central NOC location. Enhanced FCAPS functions and the electronic machine to machine interface enable full visibility, control and seamless integration with the operator’s operations support system/ business support system, or OSS/BSS, environment.

The SkyEdge II-c platform supports four VSAT types: Gemini, Libra, Capricorn and Taurus.

- **SkyEdge II-c Gemini** is a family of compact high-throughput routers, designed to enable high speed broadband services while meeting cost efficiencies required by residential customers and businesses. Gemini enables fast web browsing, video streaming, IPTV, VoIP, and other bandwidth intensive services. This solution comes in variations for enterprise applications such as retail, banking, automatic teller machines, or ATMs, lotteries and USO/USF government-funded programs aimed to expand broadband connectivity to underserved regions
- **SkyEdge II-c Libra** empowers mobile operators, ISPs and Direct to Home, or DTH service providers by combining satellite and cellular technologies. This hybrid terminal provides a low-cost solution for underserved areas where existing mobile network infrastructure or DSL cannot provide reliable high-speed broadband Internet. Libra offers satellite download speeds as fast as 20 Mbps. Meanwhile, upload traffic remains within the customer's existing network, even if speeds of only a few Kbps are available. Libra enables MNOs and DTH providers to leverage their existing infrastructure to provide broadband service to the home.
- **SkyEdge II-c Capricorn** is the latest addition to the SkyEdge II-c family of high-performance satellite routers. Capricorn has been designed to deliver ultra-high-speed broadband services while satisfying the need for cost efficiencies. Capricorn is a full-featured IP router, supporting Ku/Ka/C bands with throughput of up to 200Mbps and patent pending acceleration techniques. It is suitable for high performance and high bandwidth-hungry applications such as ultra-fast web browsing, video streaming, IPTV, VoIP, cellular backhauling, and IP trunks. Capricorn comes in various versions including a telco-grade rack-mounted version and an outdoor version.
- **SkyEdge II-c Taurus** will manage the entire in-flight Satcom connectivity with simultaneous support for broadband IFC and IPTV and will be a key component of our Ku/Ka aeronautical Satcom solution, as Gilat's ultra-high-performance aero-modem manager (MODMAN) for in-flight connectivity.

All SkyEdge II-c VSATs are full-featured IP routers, supporting enhanced IP routing features such as DHCP, NAT/PAT and IGMP. Advanced application-based QoS guarantees the performance of real-time applications such as VoIP and video streaming, while also supporting other data applications. SkyEdge II-c VSATs also support next generation IPv6 networking.

SkyEdge II-c VSATs provide operational simplicity and reduced operational expenditures. They provide simple, Do-It-Yourself, VSAT installation that expedites deployment and reduces costs. The VSAT kit is designed with minimum assembly parts and an easy to point antenna. In addition, the Gilat Ka-band transceiver is equipped with audible indicators to assist in the fine pointing. The VSAT customer premises equipment, or CPE, includes an intuitive graphical user interface that guide the installer step by step through the installation and service activation process.

Commercial Division Solutions

Vertical Solutions

We target specific vertical markets where our products and solutions are most suitable and in which we have multiple references and credibility. These vertical markets include the consumer market, cellular backhaul, oil and gas, banking and finance and rural and e-government markets, among others.

Cellular Small-Cell-over-Satellite Solution

Gilat's CellEdge is an integrated small cell over satellite solution for cost effective cellular connectivity to remote areas on 2G/3G networks. The integrated solution comprises an outdoor small cell that is optimized to provide an enhanced user experience. The satellite backhaul is provided by Gilat's SkyEdge II-c VSAT system, which minimizes satellite space segment overheads by applying efficient voice and data compression combined with satellite bandwidth allocation on demand. Because the small cell is lightweight, it can be mounted on a low-cost pole or light-tower. Power transmission is high while power consumption is low. The lack of overhead associated with this solution makes it particularly attractive to network operators and supports the business case for remote connectivity.

System Integration and Turnkey Implementation

We have expanded our business beyond core VSAT networks to deliver our customers complete and comprehensive solutions to their needs even where VSATs are not the main part of the solution. We see a growth in market demand for vendors capable of fully delivering integrated solutions for interdisciplinary, communication based projects.

In certain other situations we are required to provide our VSAT solution in a turnkey mode where we are responsible for the complete end-to-end solution. In the case of turnkey solutions, and occasionally in projects requiring system integrations, we provide our customers with a full and comprehensive solution including:

- Project management – accompanying the customer through all stages of a project and ensuring that the project objectives are within the predefined scope, time and budget;
- Satellite network design – translating the customer’s requirements into a system to be deployed, performing the sizing and dimensioning of the system and evaluating the available solutions;
- Deployment logistics – transportation and rapid installation of equipment in all of the network sites;
- Implementation and integration – combining our equipment with third party equipment such as solar panel systems and surveillance systems as well as developing tools to allow the customer to monitor and control the system;
- Operational services – providing professional services, program management, network operations and field services; and
- Maintenance and support – providing 24/7 helpdesk services, on-site technician support and equipment repairs and updates.

Manufacturing, Customer Support and Warranty

Our products are designed and tested at our facilities in Israel as well as our four other R&D facilities around the world. We outsource a significant portion of the VSAT manufacturing of our products to third parties. We also work with third-party vendors for the development and manufacture of components integrated into our products, as well as for assembly of components for our products.

We offer a customer care program for our VSAT products, which we refer to as SatCare, and professional services programs that improve customer network availability through ongoing support and maintenance cycles.

As part of our professional services, we provide:

- Outsourced operations such as VSAT installation, service commissioning and hub operations;
- Proactive troubleshooting, such as periodic network analysis, to identify symptoms in advance; and
- Training and certification to ensure customers and local installers are proficient in VSAT operation.

We typically provide a one-year warranty to our customers as part of our standard contract.

Marketing and Sales

We use both direct and indirect sales channels to market our products, solutions and services. Our Commercial Division has organized its marketing activities by geographic areas, with groups or subsidiaries covering most regions of the world. Our sales teams are comprised of account managers and sales engineers who establish account relationships and determine technical and business requirements for the customer's network. These teams also support the other distribution channels with advanced technical capabilities and application experience. Sales cycles in the VSAT network market vary significantly, with some sales requiring 18 months and even more, from an initial lead through signing of the contract, while sales stemming from an immediate need for product delivery can be completed within two to three months. The sales process includes gaining an understanding of customer needs, several network design iterations and network demonstrations.

Customers and Markets

We provide our Satcom solutions to satellite operators, governments, system integrators, telecommunication companies and MNOs, Satcom providers, ISPs, and homeland security and defense agencies.

Our customers benefit from:

- a single accountable partner for all of their Satcom network needs;
- high credibility and experience;
- local presence and partnerships;
- industry-leading technology and system integration;
- flexibility and customization; and
- proven ability to deliver innovative end-to-end solutions.

We sell and distribute our products and provide services internationally, particularly in Latin America, Asia, Asia Pacific, the U.S., Africa and Europe.

We sell VSAT communications networks and solutions primarily to service providers that mostly serve the enterprise market. We have more than 200 such customers worldwide.

Enterprise and service provider customers use our networks for Internet access, broadband data, voice and video connectivity and for applications such as credit card authorizations, online banking, corporate intranet, interactive distance learning, lottery transactions, retail point-of-sale, inventory control and Supervisory Control and Data Acquisition, or SCADA, services.

Service providers serving the rural communications market are typically public telephony and Internet operators providing telephony and Internet services through public call offices, telecenters, Internet cafes or pay phones. Some of the rural communication projects are for government customers. Examples of our rural telecom customers include Telefonica in Peru, Entel in Bolivia and SCT in Mexico.

Service providers for the consumer market are typically telecom operators planning to expand Internet service to the consumer markets. We have signed an agreement with SES Broadband Services, or SBBS, (formerly known as SES and before that as ASTRA2Connect) for the delivery of network equipment and Ka-band end-user terminals for their European satellite-based consumer Internet service. The SBBS Ka service was launched in December 2012. As part of the SBBS consumer rollout, we received orders from several European ISPs. The SBBS Ka service allows European households to benefit from broadband satellite access, enabling internet, video and VoIP services.

Our VSAT networks also provide underserved areas with a high-speed Internet connection similar to DSL service provided to residential users. Among such customers are Optus in Australia, Hispasat in Spain and SBBS in several countries in Europe.

Public Rural Telecom Services:

In a large number of remote and rural areas, primarily in developing countries, there is limited or no telephone or Internet service, due to inadequate terrestrial telecommunications infrastructure. In these areas, VSAT networks utilize existing satellites to rapidly provide high-quality, cost-effective telecommunications solutions. In contrast to terrestrial networks, VSAT networks are simple to reconfigure or expand, relatively immune to difficulties of topography and can be situated almost anywhere. Additionally, VSATs can be installed and connected to a network quickly without the need to rely on local infrastructure. For example, some of our VSATs are powered by solar energy where there is no existing power infrastructure. Our VSATs provide reliable service, seldom require maintenance and, when necessary, repair is relatively simple.

As a result of the above advantages, there is a demand for government-sponsored, VSAT-based bundled services of fixed telephony and Internet access. Many of these government-funded projects have been expanded to provide not only telephony services and Internet access, but to also provide tele-centers that can serve the local population. These tele-centers include computers, printers, fax machines, photocopiers and TVs for educational programs. Additional revenue may be received, both in the form of subsidies and direct revenues from the users, when these additional services are provided.

VSAT Services to Telecom Operators:

In some markets, existing telecom operators are mandated by the government to provide universal services. Providing these services in remote areas is a challenge to these operators, and they sometimes outsource these services to rural telecom service providers. The exact nature of these outsourcing projects varies, but they are typically a "Build-Transfer" model or a "Build-Operate-Transfer" model. Cable & Wireless in Panama was Gilat's first "Build-Operate-Transfer" customer.

Mobility Division

Raysat Low-Profile Satcom-On-The-Move Antenna Systems

Our RaySat series consists of low-profile, in-motion, one-way and two-way antennas for mobile communications-on-the-move (COTM). Compact, aerodynamic and vehicle-mounted, RaySat antennas deliver mission-critical data, voice and video for secure, real-time information flow.

Our RaySat products operate in Ku, Ka and X bands and are ideal for both civilian and military SatCom On-The-Move (SOTM) applications such as:

- Military - strategic military advantage by supporting the transfer of real-time intelligence while on-the-move with a small, low profile, hard to track antenna;
- Digital satellite news gathering – always on, no set up time, real-time streaming video;
- First responders - supports vehicles' mobility, agility and stability required for teams to be the first to reach the scene; and
- Search and exploration teams, close-to-shore vessels etc.

A full suite of two-way, low-profile antennas is available with multiple onboard tracking sensors, enabling accurate tracking, short initial acquisition and instantaneous reacquisition.

RaySat antenna products are designed, manufactured and assembled at our facilities in Bulgaria.

Products

- **RaySat SR300** (X, Ka, Ku) antennas feature an advanced flat-panel array which covers both the Rx and Tx. Minimal size, weight and power (SWaP) permit installation on small vehicles or marine vessels. The antenna's light weight ensures easy and safe mounting for quick and easy operation by non-technical personnel.

- **RaySat ER5000** (Ka, Ku) has a sturdy structure and compact size allowing for implementation on a wide range of vehicles. ER5000 antennas maximize throughput using high-efficiency waveguide panel technology. The low profile, ruggedized two-way antenna system enables real-time Ka- and Ku-band satellite communications for video, voice and data transfer.
- **RaySat ER7000** maximizes throughput using high-efficiency waveguide panel technology and the antenna's light weight ensures easy and safe vehicle mounting. It has been widely deployed worldwide on trains and large vehicles.
- **RaySat ER6000** will be a high capacity versatile dual-band airborne satellite two-way antenna for IFC that is capable of being switched between Ka and Ku bands during flight, and can operate in either band as required. This solution will enable aeronautical real-time broadband satellite communications for video, voice and data. The antenna is designed to maximize throughput by using high-efficiency waveguide panel technology. Its low profile and light weight will permit easy and safe mounting on aircraft. The rugged antenna structure will be particularly suited for operation in challenging environments, providing reliable, continuous, in-flight broadband communications.
- **Electronically-Steered-Array, Phased-Array Antenna (ESA/PAA)** is an ultra-slim (low-profile) antenna with no moving parts that will electronically steer the transmission and reception beams towards the satellite, allowing operation even around the equator. The antenna design will be highly scalable, with array dimensions that can be changed to optimally match specific gain requirements, making it suitable for a wide range of mobile platforms (aerial, land and maritime) and various throughput performance needs. Owing to its scalability and ultra-low profile, the antenna will be particularly suited to supporting SOTM connectivity for platforms that are constrained by size and weight.

Wavestream BUCs and SSPA

Wavestream, founded in 2001, designs and manufactures next generation solid-state power amplifiers for mission-critical defense and broadcast satellite communications systems. Wavestream's innovative, patented Spatial AdvantEdge™ technology provides higher output power, greater reliability and lower energy usage in more compact packages than traditional amplifier solutions. Wavestream's proven family of products meet the growing demand for greater efficiency and significant lifecycle cost reductions for satellite communications systems worldwide. We acquired Wavestream in November 2010.

Wavestream's headquarters, research and development, engineering and manufacturing facilities are located in San Dimas, California, with an additional research and development center in Singapore. Our Wavestream BUCs are manufactured in our San Dimas facility.

Wavestream Market and Customers

Wavestream addresses the following applications and markets:

- **Defense Communications** - satellite-based airborne and highly secured point-to-point. This market is typically categorized by customers requiring high quality products – at times for mission critical communications in extreme environmental conditions. The satellite terminals (e.g., VSAT, Single Channel Per Carrier, or SCPC) are usually provided to the defense agencies via system integrators, and not directly from the power amplifier suppliers;
- **Government** - public safety, emergency response and disaster recovery. Similar to the market for defense agencies, though usually less demanding in terms of environmental conditions, these terminals are provided to various local, state and federal agencies that need to manage emergency communications. The satellite terminals (e.g., VSAT, SCPC) are usually provided via system integrators or service providers and not directly from the power amplifier suppliers;

- Commercial terminals - A high power amplifier is used with high-end VSAT terminals for various applications where there is the requirement to transmit large amounts of data. Examples include airborne terminals in commercial airplanes for Internet access;
- Commercial broadcast - Broadcast providers and teleport operators require high power amplifiers in order to transmit large carriers, such as for TV broadcast, multicast of video and high-speed IP connectivity.

Wavestream's customers include General Dynamics, Telecommunications Systems (TCS), L-3, Honeywell, Tecom and AeroSat.

Wavestream Products

Wavestream designs and manufactures RF amplifiers, BUCs and transceivers that use solid-state sources to produce high power at microwave and millimeter-wave frequencies. Our patented Spatial AdvantEdge™ technology allows us to create more compact product packages that provide higher power, greater reliability and improved efficiency for any mission-critical application. The spatially power combined amplifier employs a different technique for combining the transistor outputs than traditional Monolithic Microwave Integrated Circuit, or MMIC, based amplifiers. Rather than combining in multiple steps, increasing loss and size with each combining stage, all transistor outputs are combined in a single step. Many amplifying elements synchronously amplify the input signal, and their outputs are combined in free space for very high combining efficiency.

Our patented technology allows us to create amplifiers and BUCs with high output power in more compact product packages that generate less heat, use less energy, and reduce lifecycle costs. Our products help customers meet the stringent power requirements for mission-critical communications system. We perform full factory acceptance testing on every unit we manufacture and deliver, ensuring each product has guaranteed performance over the full temperature range and over extended frequency bands.

We believe that Wavestream has established a leadership position with its compact, highly efficient SSPAs with a field-proven family of Ka, Ku, X and C-band products. Wavestream's products are designed and tested to meet strenuous requirements for temperature, shock and vibration, over the full range of frequency and at the extremes of environmental performance specifications. Wavestream's field-proven technology and its reputation for innovation and quality, drives solutions for multiple applications targeting military, aerospace, commercial and broadcast satellite systems.

Wavestream AeroStream™

The Wavestream AeroStream™ is a state-of-the-art transceiver for challenging inflight satellite communications environments. AeroStream products meet RTCA/DO-160G, Boeing, Airbus and ARINC specifications for commercial aircraft as well as MIL-STD requirements for military aircraft. The AeroStream™ transceiver is in certification process with the FAA. AeroStream incorporates Wavestream's next generation Spatial AdvantEdge™ technology to provide high power output with greater efficiency and reliability for airborne satellite communications applications. The AeroStream transceiver offers all necessary interfaces to work seamlessly with leading modems and Antenna Control Units, or ACUs, to provide a convenient turnkey solution.

Integrated Solutions

We offer fully integrated solutions based on our own technology and components. Our integrated solutions feature the highest standards of reliability and efficiency combining our own VSAT/modems, antennas and BUCs. We leverage our innovative and industry-leading technological capabilities from R&D centers around the world.

- **Manpack Solution**

We provide an integrated quick-deploy Satcom solution for net-centric emergency and battle situations while on-the-Move or on-the-Pause. We offer both commercial and military manpack terminals, named SatRanger and SatTrooper, respectively. These lightweight, portable solutions provide data, video and telephony under the toughest environmental and battle conditions. The small-size antenna can be set up in just a few minutes with automatic pointing and does not require any tools for assembly. The manpacks are highly integrated with our operationally proven components: antennas, built-in modems, BUCs and LNBs, all incorporated into one ruggedized enclosure. Low power consumption enables long hours of battery operation. The manpacks provide high availability, secure communications and excellent performance in extremely low SNR conditions.

- **Unmanned Aircraft Systems (UAS) and Unmanned Surface Vehicles (USV) Solutions**

Our BlackRay Satcom terminals are specially designed for UAS and USV. These terminals have been used worldwide in commercial and military applications, which require high-throughput communications and minimal size, weight, and power (SWaP). The system's miniscule dimensions allow Beyond-Line-of-Sight (BLoS) operations for even the smallest platforms, in harsh weather conditions, while supporting video and data downlink and uplink applications. These highly integrated terminals feature best-of-breed antenna, modem and BUC technologies developed and manufactured by us. Customized solutions of the BlackRay platform are also available for specific customer platforms and needs.

We provide a set of BlackRay terminals for different needs:

- o **Unmanned Aircraft Systems (UAS)**

Our BlackRay 71 and Parabolic systems serve the critical need to exploit the full capabilities of an aircraft's operational range. As one of the industry's smallest and most compact aerial solutions in its category, our integrated approach can dramatically increase mission effectiveness. We offer a full range of Satcom systems for Group 3, 4 and 5 UAS, operating in Ku-, Ka- and X- band, and available in different sizes and bit rates.

- o **Unmanned Surface Vehicles (USVs)**

Our BlackRay Maritime 300 is a compact system that can be quickly implemented to deliver high-throughput communication, even for small USVs. The BlackRay Maritime 300 has been designed to meet minimal size, weight and power (SWaP) requirements, yet can transmit more than 2Mbps for any IP-based video or data BLoS application. This maritime terminal delivers spectrum-efficient IP connectivity, adaptive in real time to varying link conditions.

Services Division

Gilat Peru & Colombia

We are a service provider for public telephony and Broadband services in rural areas in Peru and Colombia, using our hubs and VSATs equipment, and wireless terrestrial technologies (typically, fiber-optic and wireless technologies). We are generally engaged through BOT contracts subsidized by the government. Accordingly, we build the infrastructure, act as a licensed telecommunications operator for a defined period and then transfer the network to the customer. We also build telecommunication infrastructure typically using fiber-optic and wireless technologies for broadband connectivity and transfer them to government upon completion.

Our services include operating public phones (primarily utilizing prepaid cards) and providing broadband services to public entities, such as schools, health centers and police stations. In addition, Gilat Peru uses its infrastructure to provide services to enterprise, SME, SOHO and residential customers as well as governmental entities, such as Poder Judicial Del Peru and the Peruvian national bank, Banco de la Nacion. We also provide satellite telecommunication equipment to local operators and to governmental entities, such as the ministry of education.

Our subsidiaries in Peru and Colombia have local offices in Lima, Peru and Bogota, Colombia.

Services and Solutions

We began to operate in Peru in 1998, with the award of our first rural telephony project called “Frontera Norte” for FITELE. Since then, we have participated in most rural communications projects launched by the Peruvian government and have won various projects. Overall, we operate approximately 7,500 telephony sites in Peru, and approximately 850 Internet services sites, and have been awarded over large-scale government contracts to build and operate, or to build, operate and transfer, these networks. Additionally, we have developed services for financial sector customers, such as Banco de la Nacion, utilizing our current infrastructure and providing those customers with Internet, data and telephony services. Our rural network manages millions of incoming and outgoing minutes every month, serving more than six million people in rural areas. In December 2013, we were awarded a contract from the Peruvian government (through FITELE) for the deployment and operation of a wireless transport and distribution network in the northern Amazonas region of Peru. The contract, worth \$30 million, is for construction of the network, its operation for 10 years and the provision of services to 88 villages along the network’s path. This contract was expanded in 2014 for approximately \$6 million for the deployment and operations of Internet and telephony services in 24 additional localities along the Amazonas River. Amazonas project and its expansion was successfully constructed, approved by FITELE and entered the operation phase. In 2015 Gilat Peru was awarded four Regional FITELE Projects from the Peruvian government (through FITELE), with expected revenues of \$393 million over approximately 11 years for the construction of networks, operation of the networks for a defined period and their transfer to the government. In the Regional FITELE Projects Awarded in March 2015, we will build fiber-optic transport networks, operate them for up to one year and transfer them to the Peruvian government, whereas in the Regional FITELE Project awarded in December 2015, we will build the transport network and immediately transfer to the Peruvian government. Additionally, the access networks, which we will build as part of the Regional FITELE Projects will be based on wireless technologies, operated by us for 10 years and then transferred to the Peruvian government. We also expect to generate additional revenues by enabling cellular carriers to acquire capacity over these networks to address the growing needs for voice, data, and internet in these regions.

Gilat Colombia started operations in 1999 by winning the government’s Compartel I project focused on rural telephony. This project was followed by several projects awarded by the Colombian government to Gilat Colombia, under which Gilat Colombia operated large networks of thousands of rural sites spread throughout the country. The services for those rural sites included broadband internet connectivity, telephony, Internet, fax and other services. In December 2013, a project, as part of the Kioscos Digitales project initiated by the Colombian Ministry of Information Technologies and Communications, or the Ministry of ITC, in the aggregate amount of 189 Billion Colombian Peso (approximately \$60 million, based on the representative rate of exchange published as of March 8, 2016). Under this project, Gilat Colombia provides Internet/telephony connectivity for assimilation of educational and small communities programs in 1903 Kioscos sites in rural areas of the country. This project is expected to end in the first quarter of 2018. During the fourth quarter of 2015, we recorded impairment of long lived assets of \$10.1 million related to the Kioscos Digitales project. For more information, see ITEM 5.A - “Operating and Financial Review and Prospects - Operating Results - Impairment of Intangible Assets and Long-Lived Assets”.

Enterprise and Government Agencies

We provide private network equipment and related services to selected enterprises and government agencies. These customers contract directly with Gilat Peru for VSAT equipment and associated network services to be deployed at customer locations, typically for a contract term of three to five years. We also resell managed terrestrial connectivity equipment and services from facilities-based Local Exchange Carrier partners. One such customer is Banco de la Nacion in Peru.

Customer Support Operations

Gilat Peru & Colombia complement their services with back office support for subsidized telephony and Internet networks as well as for private Internet, data and telephony clients including a call center, network operations center, field service maintenance and a pre-paid calling card platform and distribution channels.

Our Services Division, through its subsidiaries in Peru and Colombia, has local offices in Lima, Peru and Bogota, Colombia.

Sales and Marketing

We use direct and indirect sales channels to market our equipment and related services. Our sales team of account managers and sales engineers are the primary account interfaces and work to establish account relationships and determine technical and business demands.

Competition

The telecommunications industry operates in a competitive market. In the equipment market, we face competition from other VSAT manufacturers, such as Hughes, ViaSat, iDirect and a few other smaller manufacturers.

We compete in some HTS markets with competitors such as ViaSat and HNS that have launched high throughput satellites. Although we have entered the HTS market with competitive technology, we continue to expect competition in this market to increase.

Due to the nature of the HTS solution, the VSAT technology is, at times, commercially tied to the satellite technology itself, and, consequently, there may be circumstances where it is difficult for competitors to compete with an incumbent VSAT vendor using the particular HTS satellite.

Our low-profile in-motion antennas compete with products from competitors such as Cobham, ERA, Panasonic, Orbit, Thinkom, Wiworld, Tracstar and L-3. This market is nascent, and not as mature as the fixed VSAT or satellite services markets.

Wavestream's primary competitors are Comtech Xicom Technology, Inc., CPI Satcom (which acquired Codan Satcom in 2012), General Dynamics Satcom Technologies and Paradise Datacom.

In Peru and Colombia, where we primarily operate public rural telecom services, we typically encounter competition on bids for projects subsidized by the government or other public entities from various service providers, system integrators and consortiums. Some of these competitors offer solutions based on VSAT technology and some on alternate technologies (typically fiber-optic or wireless). As operators that offer terrestrial or cellular networks expand their reach to certain Peru and Colombia regions, they compete with our VSAT solutions. Among such competitors are Telefonica del Peru, Axesat S.A., Skynet Colombia S.A. and Newcom International (acquired by Speedcast recently).

Geographic Distribution of our Business

The following table sets forth our revenues from continued operations by geographic area for the periods indicated below as a percent of our total sales:

	Years Ended December 31,		
	2015	2014	2013
Latin America	51%	47%	36%
Asia and Asia Pacific	24%	22%	39%
North America	14%	18%	11%
Europe	8%	7%	10%
Africa	3%	6%	4%
Total	100%	100%	100%

C. Organizational Structure

<u>Significant Subsidiaries</u>	<u>Country/State of Incorporation</u>	<u>% ownership</u>
1. Gilat Satellite Networks (Holland) B.V.	Netherlands	100%
2. Gilat Colombia S.A. E.S.P	Colombia	100%
3. Gilat to Home Peru S.A	Peru	100%
4. Gilat do Brazil Ltda.	Brazil	100%
5. Gilat Satellite Networks (Mexico) S.A. de C.V.	Mexico	100%
6. Wavestream Corporation	Delaware	100%
7. Gilat Networks Peru S.A	Peru	100%
8. Gilat Australia Pty Ltd.	Australia	100%
9. Gilat Satellite Networks (Eurasia) Limited	Russia	100%
10. Gilat Satellite Networks MDC (Moldova)	Moldova	100%
11. Raysat Bulgaria EOOD	Bulgaria	100%
12. Gilat Satellite Communication Technology (Beijing) Ltd.	China	100%

Property, Plants and Equipment

Our headquarters are located in a modern office park which we own in Petah Tikva, Israel. This facility consists of approximately 380,000 square feet, out of which approximately 186,539 square feet are currently used by us and the remainder is subleased or offered for sublease to third parties.

We have NOCs in Australia, Peru and Colombia from which we perform network services and customer support functions.

We own facilities on approximately 140,400 square feet of land in Backnang, Germany. Since May, 2002, these facilities are leased to a third party. We own approximately 13,800 square feet of research and development facilities and rent approximately 12,600 square feet of manufacturing facilities in Sofia, Bulgaria, which such lease will expire on May 31, 2018, and rent approximately 6,500 square feet in Moldova for research and development activities. Our Wavestream subsidiary currently occupies approximately 32,500 square feet of facilities for office space, research and development and manufacturing in San Dimas, California under a lease which will expire on November 30, 2016 and 3,838 square feet under a lease in Singapore, which will expire on August 24, 2016.

We also maintain facilities in Brazil, Colombia, Mexico, China, Peru and Australia, along with representative offices in Bangkok (Thailand), New Delhi (India), Almaty (Kazakhstan), Jakarta (Indonesia), Moscow (Russia) and small facilities in other locations throughout the world.

We consider our current office space sufficient to meet our anticipated needs for the foreseeable future and suitable for the conduct of our business.

ITEM 4A: UNRESOLVED STAFF COMMENTS

There are no unresolved staff comments.

ITEM 5: OPERATING AND FINANCIAL REVIEW AND PROSPECTS

A. Operating Results

The following discussion of our results of operations should be read together with our audited consolidated financial statements and the related notes, which appear elsewhere in this annual report. The following discussion contains forward-looking statements that reflect our current plans, estimates and beliefs and involve risks and uncertainties. Our actual results may differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to such differences include those discussed below and elsewhere in this annual report.

Introduction

We are a leading global provider of broadband satellite communication and networking solutions and services. We design, produce and market VSAT systems, integrated small cells, SSPAs, BUCs, low-profile antennas and on-the-Move / on-the-Pause terminals. Our equipment is used by Satcom operators, service providers, system integrators, government and defense organizations, large corporations and enterprises. We also provide connectivity services, Internet access and telephony, to enterprise, government and residential customers in Peru and Colombia over our own networks, which are built using our own equipment and also over networks which we install mainly based on BOT contracts. We also provide managed network services over VSAT networks owned by others.

We have a large customer installed base and have shipped more than 1.2 million VSAT units to customers in approximately 90 countries on six continents since 1989. We have twenty sales and support offices worldwide, four NOCs and five R&D centers. Our products are primarily sold to communication service providers and operators that use VSATs to serve enterprise, government and residential users. We also provide services directly to end-users in certain countries. We develop and provide Satcom-on-the-Move antenna solutions, terminals, SSPAs and BUCs, for commercial and defense broadband communications.

We operate three business divisions, comprised of our Commercial, Mobility and Services divisions:

- **Commercial Division** - provides VSAT networks, satellite communication products, small cell solutions and associated professional services and comprehensive turnkey solutions. Our customers include service providers, satellite operators, MNOs, Telcos, and large enterprises worldwide. We are focusing on HTS initiatives worldwide and are driving meaningful partnerships with satellite operators to leverage our technology and breadth of services to deploy and operate the ground segment.
- **Mobility Division** - provides on-the-Move/on-the-Pause satellite communication products and solutions to IFC service providers, system integrators, defense and homeland security organizations, as well as to other commercial entities worldwide. The division provides solutions on land, sea and air, while placing major focus on the high-growth commercial IFC market, with its unique leading technology. In addition, the division includes the operations of Wavestream, whose sales are primarily to IFC integrators as well as defense integrators.
- **Services Division** - provides managed network and services for rural broadband access via its subsidiaries in Peru and Colombia. Our connectivity solutions have been implemented in large and national scale projects. Our terrestrial and satellite networks provide Internet and telephony services to thousands of rural communities and schools worldwide. Our turnkey solutions start with supplying network infrastructure, continue through ensuring high-quality, reliable connectivity and include full network support and maintenance, as well as support for applications that run on the installed network.

In December 2013, we sold our Spacenet subsidiary to SageNet for approximately \$16 million, subject to certain post-closing adjustments and expenses. During 2015 and 2014, some of the post-closing adjustments were resolved and consequently we incurred additional expenses of approximately \$0.2 million and \$0.8 million, respectively, related to those adjustments. These additional expenses are accounted as discontinued operations. Spacenet was previously part of the Services Division.

Financial Statements in U.S. Dollars

The currency of the primary economic environment in which most of our operations are conducted is the U.S. dollar and, therefore, we use the U.S. dollar as our functional and reporting currency. Transactions and balances originally denominated in U.S. dollars are presented at their original amounts. Gains and losses arising from non-U.S. dollar transactions and balances are included in the consolidated statements of operations. The financial statements of certain foreign subsidiaries, whose functional currency has been determined to be their local currency, have been translated into U.S. dollars. The assets and liabilities of these subsidiaries have been translated using the exchange rates in effect at the balance sheet date. Statements of operations amounts have been translated using specific rates. The resulting translation adjustments are reported as a component of shareholders' equity in accumulated other comprehensive income (loss).

Explanation of Key Income Statement Items

Revenues

We generate revenues mainly from the sale of products, which includes construction of networks, and from services for satellite-based communications networks and from providing connectivity services, Internet access and telephony, to enterprise, government and residential customers in Peru and Colombia under large-scale contracts over our own networks and also over networks which we install mainly based on BOT contracts. These large-scale contracts sometimes involve the installation of thousands of VSATs or massive fiber-optic transport and access networks. Sale of products includes principally the sale of VSATs, hubs, SSPAs, low-profile antennas and on-the-Move / on-the-Pause terminals and the construction phase of large-scale projects. Service revenues include access to and communication via satellites, or space segment, installation of network equipment, telephone services, Internet services, consulting, on-line network monitoring, network maintenance and repair services. We sell our products primarily through our direct sales force and indirectly through resellers or system integrators. Sales consummated by our sales force and sales to resellers or system integrators are considered sales to end-users.

In 2015, one Services Division customer accounted for 11% of our revenues. In 2014, we did not have any customer who accounted for more than 10% of our revenues. In 2013, one Commercial Division customer accounted for 21% of our revenues.

Costs and Operating Expenses

Cost of revenues, for both products and services, includes the cost of system design, equipment, satellite capacity, salaries and related costs, allocated overhead costs, customer service, interconnection charges and third party maintenance and installation.

Our research and development expenses, net of grants received, consist of salaries and related costs, allocated overhead costs, raw materials, subcontractor expenses, related depreciation costs and overhead allocated to research and development activities.

Our selling and marketing expenses consist primarily of salaries and related costs, allocated overhead costs, commissions earned by sales and marketing personnel, trade show expenses, promotional expenses and overhead costs allocated to selling and marketing activities, as well as depreciation expenses and travel costs.

Our general and administrative expenses consist primarily of salaries and related costs, allocated overhead costs, office supplies and administrative costs, bad debts, fees and expenses of our directors, depreciation, and professional service fees, including legal, insurance and audit fees.

Our operating results are significantly affected by, among other things, the timing of contract awards and the performance of agreements. As a result, our revenues and income (loss) may fluctuate substantially from quarter to quarter, and we believe that comparisons over longer periods of time may be more meaningful. The nature of certain of our expenses is mainly fixed or partially fixed and any fluctuation in revenues will generate a significant variation in gross profit and net income (loss)

Critical Accounting Policies and Estimates

The preparation of the financial information in conformity with generally accepted accounting principles requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates, mainly related to trade receivables, inventories, deferred charges, long-lived assets, intangibles and goodwill, revenues, stock based compensation relating to options and contingencies. We base our estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of the financial information included in this annual report.

Consolidation. Our consolidated financial statements include the accounts of our company and those of our subsidiaries, in which we have a controlling voting interest, as well as entities consolidated under the Variable Interest Entities, or VIEs, provisions of ASC 810, "Consolidation", or ASC 810. Inter-company balances and transactions have been eliminated upon consolidation.

Most of the activity of Gilat Colombia consists of operating subsidized projects for the Ministry of ITC, through its "Dirección de Conectividad", or DirCon, (formerly known as Compartel Program). The first projects were originally awarded to our Colombian subsidiaries in 1999 and 2002 and were extended several times. An additional project was awarded to us by the Ministry of ITC in 2011 and was completed in December 2013. We were awarded another project from the Ministry of ITC in 2013, which is ongoing and scheduled to be completed in 2018.

As required in the bid documents for the Ministry of ITC projects, we established trusts, or the Trusts, and entered into a governing trust agreement for each project, or collectively the Trust Agreements. The Trusts were established for the purpose of holding the network equipment, processing payments to subcontractors, and holding the funds received through the subsidy from the government until they are released in accordance with the terms of the subsidy and paid to us. The Trusts are a mechanism to allow the government to review amounts to be paid with the subsidy and to verify that such funds are used in accordance with the transaction documents and the terms of the subsidy. We generate revenues both from the subsidy, as well as from the use of the network that Gilat Colombia operates.

The Trusts are considered VIEs and we are identified as the primary beneficiary of the Trusts.

Under ASC 810, we perform ongoing assessments of whether we are the primary beneficiary of a VIE. As our assessment provides that we have the power to direct the activities of a VIE that most significantly impacts the VIE's activities (we are responsible for establishing and operating the networks), the obligation to absorb losses of the VIE that could potentially be significant to the VIE and the right to receive benefits from the VIE that could potentially be significant to the VIE economic performance, we therefore concluded that we are the primary beneficiary of the Trusts. As such, the Trusts were consolidated in our financial statements since their inception.

The cash held by the Trusts is consolidated within our financial statements and classified as "Restricted cash held by trustees". The advances from customers received by the Trusts are consolidated within our financial statements and classified as "Advances from customers held by trustees".

Revenues. Revenues from product sales are recognized in accordance with ASC 605-10, "Revenue recognition" and with ASC 605-25 "Multiple-Element Arrangements" ("ASC 605"), when delivery has occurred, persuasive evidence of an agreement exists, the vendor's fee is fixed or determinable, no further obligation exists and collectability is probable. When significant acceptance provision is included in the arrangement, revenues are deferred until the acceptance occurs. Generally, we do not grant rights of return. Service revenues are recognized ratably over the period of the contract or as services are performed, as applicable.

When a sales arrangement contains multiple elements, such as equipment and services, we allocate revenues to each element based on a selling price hierarchy. The selling price for a deliverable is based on its vendor specific objective evidence, or VSOE, if available, third party evidence, or TPE, if VSOE is not available, or estimated selling price, or ESP, if neither VSOE nor TPE is available. In multiple element arrangements, revenues are allocated to each separate unit of accounting for each of the deliverables using the relative selling prices of each of the deliverables in the arrangement based on the aforementioned selling price hierarchy. Where VSOE or TPE does not exist we establish ESP, based on our management judgment, considering internal factors such as margin objectives, pricing practices and etc.

Revenues from products under sales-type-lease contracts are recognized in accordance with ASC 840 "Leases", or ASC 840, upon installation or upon shipment, in cases where the customer obtains its own or other's installation services. The net investments in sales-type-leases are discounted at the interest rates implicit in the leases. The present values of payments due under sales-type-lease contracts are recorded as revenues at the time of shipment or installation, as appropriate. Future interest income is deferred and recognized over the related lease term as financial income.

Revenues from products and services under operating leases of equipment are recognized ratably over the lease period, in accordance with ASC 840.

Revenues from contracts in which we provide construction or production of products ("Production-Type Contracts") which are significantly customized to the buyer's specifications are recognized in accordance with ASC 605-35, "Construction-Type and Production-Type Contracts". In Production-Type Contracts under which we produce units of a basic product in a continuous or sequential production process, we recognize revenues based on the units-of-delivery method, recognizing revenue for each unit on the date that unit is delivered. In other Production-Type Contracts, that require significant construction and customization to the customer's specifications, we recognize revenues using the percentage-of-completion method of accounting based on the input measure by using the ratio of costs related to construction performance incurred to the total estimated amount of such costs. The amount of revenue recognized is based on the total fees under the arrangement and the percentage of completion achieved. Provisions for estimated losses on uncompleted contracts, if any, are made in the period in which such losses are first determined, in the amount of the estimated loss on the entire contract.

Deferred revenue and advances from customers represent amounts received by our company when the criteria for revenue recognition as described above are not met and are included in "Other current liabilities" and "Other long term liabilities", as appropriate. When deferred revenue is recognized as revenue, the associated deferred costs are also recognized as cost of sales.

Income Taxes. We account for uncertain tax positions in accordance with ASC 740, "Income Taxes", or ASC 740. ASC 740-10 clarifies the accounting for income taxes by prescribing the minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements. ASC 740 utilizes a two-step approach for evaluating tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement (step two) is only addressed if step one has been satisfied (i.e., the position is more-likely-than-not to be sustained). Otherwise, a full liability in respect of a tax position not meeting the more-than-likely-than-not criteria is recognized. ASC 740 also provides guidance on de-recognition of tax positions, classification on the balance sheet, interest and penalties, accounting in interim periods, disclosure and transition. ASC 740 requires significant judgment in determining what constitutes an individual tax position as well as assessing the outcome of each tax position. Changes in judgment as to recognition or measurement of tax positions can materially affect the estimate of the effective tax rate and consequently, affect the operating results of our company.

Accounts Receivable and Allowance for Doubtful Accounts. We are required to estimate our ability to collect our trade receivables. A considerable amount of judgment is required in assessing their ultimate realization. We provided allowances for receivables relating to customers that were specifically identified by our management as having difficulties paying their respective receivables. If the financial condition of our customers deteriorates, resulting in their inability to make payments, additional allowances may be required. These estimates are based on historical bad debt experience and other known factors pertaining to these customers. If the historical data we used to determine these estimates does not properly reflect future realization, additional allowances may be required.

Inventory Valuation. We are required to state our inventories at the lower of cost or market value. At each balance sheet date, we evaluate our inventory balance for excess quantities and obsolescence. This evaluation includes an analysis of sales levels by product and projections of future demand. We write-off inventories that are considered obsolete. Remaining inventory balances are adjusted to the lower of cost or market value. If future demand for our old or new products or market conditions is less favorable than our projections, inventory write-offs may be required and would be reflected in cost of revenues for such period.

Impairment of Intangible Assets and Long-Lived Assets. We periodically evaluate our intangible assets and long-lived assets (mainly property and equipment) in all of our reporting units for potential impairment indicators in accordance with ASC 360, "Property, Plant and Equipment", or "ASC 360". Our judgments regarding the existence of impairment indicators are based on legal factors, market conditions, operational performance and prospects of our acquired businesses and investments. Our long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future undiscounted cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. In measuring the recoverability of assets, we are required to make estimates and judgments in assessing our future cash flows which derive from the estimated useful life of our current primary assets, and compare that with the carrying amount of the assets. Additional significant estimates used by management in the methodologies employed to assess the recoverability of our long-lived assets include estimates of future short-term and long-term growth rates, useful lives of assets, market acceptance of products and services, our success in winning bids and other judgmental assumptions, which are also affected by factors detailed in our risk factors section in this annual report.

During 2015, we encountered higher than expected expenses related to our project in Colombia, which resulted in operating and cash flow losses from this project. We considered these losses, combined with our projections for continuing losses from this project, as indicators of potential impairment of Gilat Colombia's long lived assets and led us to evaluate the recoverability of those assets based on the future undiscounted cash flows expected to be generated by the assets. Following such evaluation, we came to the conclusion that the long-lived assets are not recoverable and impairment loss was calculated based on the excess of the carrying amount of the long-lived assets over the long-lived assets fair value. The \$10.1 million impairment loss was recorded as part of "Impairment of long lived assets" in our Statement of Operations in the consolidated financial statements included in this annual report.

Future events could cause us to conclude that impairment indicators exist, and that additional long-lived assets and intangible assets associated with our acquired businesses are impaired. Any resulting impairment loss could have a material adverse impact on our financial condition and results of operations.

During 2014 and 2013, no impairment losses of long-lived assets were identified.

Goodwill. Goodwill represents the excess of the purchase price in a business combination over the fair value of the net tangible and intangible assets acquired. Under ASC 350 "Intangibles - Goodwill and Others", or ASC 350, goodwill is not amortized, but rather is subject to an annual impairment test. ASC 350 requires goodwill to be tested for impairment at least annually or between annual tests in certain circumstances, and written off if and to the extent it is impaired. We conduct our impairment testing in the fourth quarter of each year. Goodwill for all of our reporting units is tested for impairment by comparing the fair value of the reporting unit with its carrying value. Fair value is determined using discounted cash flows. Significant estimates used in the fair value methodologies include estimates of future cash flows, future growth rates and the weighted average cost of capital of the reporting units.

In 2015, the continuing pressure on the Department of Defense ("DoD") budget in the United State along with delayed orders from other clients as well as other factors, resulted in a decline in revenues and operational results of our Mobility Division compared to budget and prior year's results. These factors were considered by us as indicators of a potential impairment of the Mobility Division's goodwill.

In accordance with ASC 350, "Intangible – Goodwill and Other" ("ASC 350"), following the identification of the impairment indicators, we performed a goodwill impairment test for the two reporting units in the Mobility Division, using the income approach to value the reporting units' fair value. The impairment test resulted in a goodwill impairment of \$ 20.4 million in 2015, attributable to the Wavestream reporting unit. This impairment was recorded as part of "Goodwill impairment" in our Statement of Operations.

The material assumptions used for the income approach were five (5) years of projected cash flows, a long-term growth rate of 4% and discounted rate of 13%.

During 2014 and 2013, no impairment losses were identified.

Legal and Other Contingencies. We are currently involved in certain legal and other proceedings and are also aware of certain tax and other legal exposures relating to our business. We are required to assess the likelihood of any adverse judgments or outcomes of these proceedings or contingencies as well as potential ranges of probable losses. A determination of the amount of accruals required, if any, for these contingencies is made after careful analysis.

Liabilities related to legal proceedings, demands and claims are recorded in accordance with ASC 450, "Contingencies", or ASC 450, which defines a contingency as "an existing condition, situation, or set of circumstances involving uncertainty as to possible gain or loss to an enterprise that will ultimately be resolved when one or more future events occur or fail to occur." In accordance with ASC 450, accruals for exposures or contingencies are being provided when the expected outcome is probable and when the amount of loss can be reasonably estimated. It is possible, however, that future results of operations for any particular quarter or annual period could be materially affected by changes in our assumptions, the actual outcome of such proceedings or as a result of the effectiveness of our strategies related to these proceedings.

Accounting for Stock-Based Compensation. We account for stock based compensation in accordance with ASC 718, "Compensation-Stock Compensation", or ASC 718, which requires us to measure all employee stock-based compensation awards using a fair value method and recognize such expense in our consolidated financial statements. We adopted ASC 718 using the modified prospective transition method. We estimate the fair value of stock options granted using the Black-Scholes option pricing model, and the fair value of Restricted Share Units, or RSUs, based on the market stock price on the date of grant and we recognized stock-based compensation expense of \$1.9 million, \$2.4 million and \$2.3 million in 2015, 2014 and 2013, respectively. As of December 31, 2015, we had \$1.5 million of total unrecognized compensation costs related to non-vested share-based awards granted under our stock option plans. That cost is expected to be recognized over a weighted average period of 1.25 years.

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

Revenues. Revenues for the years ended December 31, 2015 and 2014 for our three divisions were as follows:

	Year Ended December 31,		Percentage change	Year Ended December 31,	
	2015	2014		2015	2014
	U.S. dollars in thousands			Percentage of revenues	
Commercial					
Products	65,666	82,488	(20.4)%	33.2%	35.1%
Services	35,269	47,818	(26.2)%	17.9%	20.3%
	100,935	130,306	(22.5)%	51.1%	55.4%
Mobility					
Products	38,746	51,318	(24.5)%	19.6%	21.8%
Services	2,366	3,499	(32.4)%	1.2%	1.5%
	41,112	54,817	(25.0)%	20.8%	23.3%
Services					
Products	24,558	23,725	3.5%	12.4%	10.1%
Services	30,938	26,285	17.7%	15.7%	11.2%
	55,496	50,010	11.0%	28.1%	21.3%
Total					
Products	128,970	157,531	(18.1)%	65.3%	67.0%
Services	68,573	77,602	(11.6)%	34.7%	33.0%
Total	197,543	235,133	(16.0)%	100.0%	100.0%

Our total revenues for the year ended December 31, 2015 and 2014 were \$197.5 million and \$235.1 million, respectively. The decrease is mainly attributable to a decrease of approximately \$29.4 million in Commercial Division revenues and a \$13.7 million decrease in Mobility Division revenues, partially offset by an increase of \$5.5 million in Services Division revenues.

The decrease in our Commercial Division revenues is primarily attributable to the completion of a few significantly large deals in the year ended December 31, 2014 in Latin America, Africa and Australia. In the year ended December 31, 2015 we did not secure deals of this magnitude. The satellite industry is shifting to HTS technology which is characterized by large deals with a longer decision-making process. This extended decision-making process has affected our results in 2015.

The decrease in Mobility Division revenues is primarily attributable to a decrease in our defense related revenues that was caused by a continued decrease in US DoD demand.

The increase in Services Division revenues is primarily attributable to revenues from the three Fitel projects which we were awarded in March 2015 and which we began deploying in 2015, and to the Kioscos project in Colombia, that is a services project from which we began to recognize revenues during 2014. This increase was partially offset by a decrease in revenues related to the FITELE project in the Amazonas region of Peru, which was deployed in 2014. The three Regional FITELE Projects which we were awarded in March 2015 and the additional Regional FITELE project awarded to us in December 2015, are expected to generate revenues of approximately \$285 million and \$108 million, respectively, over a period of approximately 11 years.

Gross profit. The gross profit of our three divisions for the years ended December 31, 2015 and 2014 was as follows:

	Year Ended		Year Ended	
	December 31,		December 31,	
	2015	2014	2015	2014
	U.S. dollars in thousands		Percentage of revenues per division	
Commercial				
Products	17,943	25,184	27.3%	30.5%
Services	19,567	27,535	55.5%	57.6%
	37,510	52,719	37.2%	40.5%
Mobility				
Products	9,443	15,688	24.4%	30.6%
Services	954	2,106	40.3%	60.2%
	10,397	17,794	25.3%	32.5%
Services				
Products	6,901	9,756	28.1%	41.1%
Services	(583)	3,366	(1.9)%	12.8%
Impairment of long lived assets	(10,137)	-	(18.3)%	-
	(3,819)	13,122	(6.9)%	26.2%
Total				
Products	34,287	50,628	26.6%	32.1%
Services	19,938	33,007	29.1%	42.5%
Impairment of long lived assets	(10,137)	-	(5.1)%	-
Total	44,088	83,635	22.3%	35.6%

Our gross profit is affected year-to-year by the mix of revenues between products and services, the regions in which we operate, the size of our transactions and the timing of when such transactions are consummated. Moreover, from time to time we may have large-scale projects which can cause material fluctuations in our gross profit. As such, we are subject to year-to-year fluctuation in our gross profit.

Our gross profit margin decreased to 22.3% in 2015 from 35.6% in 2014. The decrease in our gross profit margin in the year ended December 31, 2015 is mainly attributable to impairment of long lived assets in the amount of approximately \$10.1 million and decrease in our overall sales compared to the year ended December 31, 2014. As a result of the fixed cost component in our costs of goods sold, the decrease in overall sales generally resulted in a significant decrease in our overall gross margin, as further discussed below.

In the Commercial Division, the decrease in our gross profit margin is mainly attributable to lower revenues over a similar level of fixed expenses in the year ended December 31, 2015, compared to the year ended December 31, 2014.

In the Mobility Division, the decrease in our gross profit margin is mainly attributable to lower revenues coupled with lower margin deals in the year ended December 31, 2015, compared to the year ended December 31, 2014.

In the Services Division, the decrease of gross profit margin is attributable to revenue from the Kisocos project in Colombia which carries a lower gross margin than average and from the impairment of long lived assets of approximately \$10.1 million.

Research and development expenses, net. Our research and development expenses are incurred by our Commercial and Mobility Divisions. Our research and development expenses for the years ended December 31, 2015 and 2014 were as follows:

	Year Ended December 31,		Percentage change	Year Ended December 31,	
	2015	2014		2015	2014
	U.S. dollars in thousands			Percentage of revenues per division	
Commercial					
Expenses incurred	16,698	19,099	(12.6)%	16.5%	14.7%
Less - grants	2,523	2,015	25.2%	2.5%	1.5%
	14,175	17,084	(17.0)%	14.0%	13.1%
Mobility					
Expenses incurred	8,254	8,536	(3.3)%	20.1%	15.6%
Less - grants	17	462	(96.3)%	0.0%	0.8%
	8,237	8,074	2.0%	20.0%	14.7%
Total, net (*)	22,412	25,158	(10.9)%	15.8%	13.6%

(*) percentage of total net research and development costs of revenues is calculated based on total revenues from our Commercial and Mobility Divisions.

Research and development expenses decreased by approximately \$2.7 million in 2015 compared to 2014. The decrease is related to a decrease in gross research and development expenses and is mainly attributable to our continuing efforts to integrate and create synergies in our research and development activities worldwide and to the appreciation of the U.S. dollar in relation to the NIS. OCS grants remained approximately at the same level in the year ended December 31, 2015 compared to the year ended December 31, 2014.

Selling and marketing expenses. The selling and marketing expenses of our three reportable divisions for the years ended December 31, 2015 and 2014 were as follows:

	Year Ended December 31,			Year Ended December 31,		
	2015	2014	Percentage change	2015	2014	Percentage of revenues per division
	U.S. dollars in thousands					
Commercial	16,839	23,401	(28.0)%	16.7%	18.0%	
Mobility	6,947	7,809	(11.0)%	16.9%	14.2%	
Services	1,037	1,327	(21.9)%	1.9%	2.7%	
Total	24,823	32,537	(23.7)%	12.6%	13.8%	

Selling and marketing expenses decreased by approximately \$7.7 million in the year ended December 31, 2015 compared to the year ended December 31, 2014. Selling and marketing expenses decreased in our Commercial, Mobility and Services Divisions by approximately \$6.6 million, \$0.9 million and \$0.3 million, respectively.

In our Commercial Division, the \$6.6 million decrease in expenses is mainly attributable to a decrease in freight expenses, agent commission expenses and lower employees' sales commission expenses due to lower revenues.

In our Mobility Division, the decrease of \$0.9 million is mainly attributable decreased salaries and related benefits and other expenses resulting from reduction in work force and from cost efficiencies.

In our Services Division, the \$0.3 million decrease is primarily attributable to lower salaries and other expenses.

General and administrative expenses. The general and administrative expenses of our three divisions for the years ended December 31, 2015 and 2014 were as follows:

	Year Ended December 31,			Year Ended December 31,		
	2015	2014	Percentage change	2015	2014	Percentage of revenues per division
	U.S. dollars in thousands					
Commercial	6,622	7,808	(15.2)%	6.6%	6.0%	
Mobility	6,271	5,961	5.2%	15.3%	10.9%	
Services	5,751	7,134	(19.4)%	10.4%	14.3%	
Total	18,644	20,903	(10.8)%	9.4%	8.9%	

General and administrative expenses decreased by approximately \$2.3 million in the year ended December 31, 2015 compared to the year ended December 31, 2014. This decrease is attributable to a \$1.2 million and \$1.4 million decrease in the expenses of our Commercial and Services Divisions, respectively, which were partially offset by an increase of \$0.3 million in our Mobility Division.

In our Commercial Division, the \$1.2 million decrease in expenses is primarily attributable to a decrease in salaries and related expenses and to the reversal of a contingency accrual. This decrease was partially offset by an increase in allowances for bad debt expenses attributable to certain customers and to the reversal of certain accruals in the year ended December 31, 2014 due to our participation in a tax amnesty program in Brazil (Refis).

In our Mobility Division, the \$0.3 million increase is primarily attributable to higher legal expenses.

In our Services Division, the \$1.4 million decrease is primarily attributable to lower salaries and related benefits expenses due to a reduction in head count and the effect of exchange rates coupled with lower legal expenses.

Goodwill impairment. In September 2015, we identified certain indicators that affected the carrying value of the goodwill of Wavestream within our Mobility Division. The continuing pressure on the DoD budget in the United State along with delayed orders from other clients as well as other elements, were reflected in the reduction of Wavestream's actual revenues and operational results during the nine months ended September 30, 2015 compared to the budget and prior years' results. We performed an analysis of Wavestream's implied carrying value in accordance with ASC 350. As a result of this analysis, we recorded goodwill impairment losses of approximately \$20.4 million in the year ended December 31, 2015. We are continuing to monitor the results of our reporting units.

Restructuring costs. In 2015, we initiated a restructuring plan to improve our operating efficiency at various operating sites and to reduce our operating expenses in the future. As a result, we recognized expenses of approximately \$1.5 million in 2015, mainly for one-time employee termination benefits and costs to terminate a contract.

Financial expenses, net. In the year ended December 31, 2015, we had financial expenses of approximately \$7.2 million compared to financial expenses of approximately \$3.8 million in 2014. The increase in our financial expenses is primarily attributable to changes in exchange rate between the local currency and the U.S. dollar in the countries where some of our subsidiaries are located, higher bank charges, sureties and guaranties expenses mainly related to our projects in Latin America and due to our participation in the Refis tax amnesty program in Brazil and the reversal of related accruals in 2014.

Taxes on income. Taxes on income are dependent upon where our profits are generated, such as the location and taxation of our subsidiaries as well as changes in deferred tax assets and liabilities recorded mainly as part of business combinations. Tax expenses in the year ended December 31, 2015 were approximately \$1.2 million compared to approximately \$1.9 million in the year ended December 31, 2014.

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

Revenues. Revenues for the years ended December 31, 2014 and 2013 for our three divisions were as follows:

	Year Ended December 31,		Percentage change	Year Ended December 31,	
	2014	2013		2014	2013
	U.S. dollars in thousands			Percentage of revenues	
Commercial					
Products	82,488	85,405	(3.4)%	35.1%	36.4%
Services	47,818	56,171	(14.9)%	20.3%	23.9%
	130,306	141,576	(8.0)%	55.4%	60.3%
Mobility					
Products	51,318	41,893	22.5%	21.8%	17.8%
Services	3,499	6,318	(44.6)%	1.5%	2.7%
	54,817	48,211	13.7%	23.3%	20.5%
Services					
Products	23,725	6,256	279.2%	10.1%	2.7%
Services	26,285	38,823	(32.3)%	11.2%	16.5%
	50,010	45,079	10.9%	21.3%	19.2%
Total					
Products	157,531	133,554	18.0%	67.0%	56.9%
Services	77,602	101,312	(23.4)%	33.0%	43.1%
Total	235,133	234,866	0.1%	100.0%	100.0%

Revenues in 2014 remained almost at the same level as 2013, with a slight increase of \$0.3 million, or 0.1%.

In our Commercial Division, revenues decreased by approximately \$11.3 million in 2014 compared to 2013. The decrease was primarily attributable to the completion of the National Broadband Networks (NBN) project in Australia, which was awarded to us in the second quarter of 2011 and whose rollout was completed in 2013.

In our Mobility Division, revenues increased by approximately \$6.6 million in 2014 compared to 2013. The increase is mainly attributable to an increase in Wavestream revenues that resulted mainly from sales to system integrators for commercial aviation and increases in sales to DoD systems integrators.

In our Services Division, revenues increased by approximately \$4.9 million in 2014 compared to 2013. The increase is mainly attributable to the FITEL project in the Amazonas region of Peru, which was deployed in 2014.

Gross profit. The gross profit of our three divisions for the years ended December 31, 2014 and 2013 was as follows:

	Year Ended December 31,		Year Ended December 31,	
	2014	2013	2014	2013
	U.S. dollars in thousands		Percentage of revenues per division	
Commercial				
Products	25,184	30,340	30.5%	35.5%
Services	27,535	16,270	57.6%	29.0%
	52,719	46,610	40.5%	32.9%
Mobility				
Products	15,688	9,383	30.6%	22.4%
Services	2,106	5,055	60.2%	80.0%
	17,794	14,438	32.5%	29.9%
Services				
Products	9,756	7,527	41.1%	120.3%
Services	3,366	11,081	12.8%	28.5%
	13,122	18,608	26.2%	41.3%
Total				
Products	50,628	47,250	32.1%	35.4%
Services	33,007	32,406	42.5%	32.0%
Total	83,635	79,656	35.6%	33.9%

Our gross profit is affected year-to-year by the mix of revenues between products and services, the regions in which we operate, the size of our transactions and the timing of when such transactions are consummated. As such, we are subject to year-to-year fluctuation in our gross profit.

Our gross profit margin increased to 35.6% in 2014 from 33.9% in 2013. The increase in our gross profit margin in 2014 is attributable to the increase in the gross profit margin of our Commercial Division, which was partly offset by a decrease in the gross profit margin of our Services Division.

In our Commercial Division, the increase in our gross profit margin is mainly attributable to the completion of the deployment of a large international transaction in 2013, which carried lower margins.

In our Mobility Division, the slight increase in our gross profit margin is mainly attributable to the increase in revenues, while the fixed costs remained substantially at the same level as in 2013.

In our Services Division, the decrease in our gross profit margin is mainly attributable to extension of certain projects in Colombia in 2013 which carried higher margins than the projects in 2014 and to the allocation of overhead costs to the Services Division in 2014. During 2014, we revised the measurement of each division, due to a new allocation of corporate overhead that was based on new key performance indicators determined by our management, as reviewed by our Chief Operating Decision Maker ("CODM").

Research and development expenses, net. Our research and development expenses are incurred by our Commercial and Mobility Divisions. Our research and development expenses for the years ended December 31, 2014 and 2013 were as follows:

	Year Ended December 31,		Percentage change	Year Ended December 31,	
	2014	2013		2014	2013
	U.S. dollars in thousands			Percentage of revenues per division	
Commercial					
Expenses incurred	19,099	18,403	3.8%	14.7%	13.0%
Less - grants	2,015	1,203	67.5%	1.5%	0.8%
	<u>17,084</u>	<u>17,200</u>	<u>(0.7)%</u>	<u>13.1%</u>	<u>12.2%</u>
Mobility					
Expenses incurred	8,536	11,088	(23)%	15.6%	23.0%
Less - grants	462	388	19%	0.8%	0.8%
	<u>8,074</u>	<u>10,700</u>	<u>(24.5)%</u>	<u>14.7%</u>	<u>22.2%</u>
Total, net (*)	<u>25,158</u>	<u>27,900</u>	<u>(9.8)%</u>	<u>13.6%</u>	<u>14.7%</u>

(*) percentage of total net research and development costs of revenues is calculated based on the total revenues from Commercial and Mobility Divisions.

Net research and development expenses decreased by approximately \$2.7 million in 2014 compared to 2013. The decrease in research and development expenses is attributable to both Mobility and Commercial Divisions. We continue to concentrate our efforts in the integration of and growing synergies between our research and development activities worldwide. Gross R&D expenses were reduced by approximately \$1.9 million while OCS grants increased by \$0.9 million in 2014 compared to 2013. The increase in OCS grants was due to a higher allocated budget by the Israeli government in 2014 compared to 2013.

Selling and marketing expenses. The selling and marketing expenses of our three reportable divisions for the years ended December 31, 2014 and 2013 were as follows:

	Year Ended December 31,		Percentage change	Year Ended December 31,	
	2014	2013		2014	2013
	U.S. dollars in thousands			Percentage of revenues per division	
Commercial	23,401	22,759	2.8%	18.0%	16.1%
Mobility	7,809	8,139	(4.1)%	14.2%	16.9%
Services	1,327	1,316	0.8%	2.7%	2.9%
Total	<u>32,537</u>	<u>32,214</u>	<u>1%</u>	<u>13.8%</u>	<u>13.7%</u>

Selling and marketing expenses increased by approximately \$0.3 million in 2014, compared to 2013. Selling and marketing expenses increased in our Commercial Division by approximately \$0.6 million, offset by a decrease of approximately \$0.3 million in our Mobility Division.

In our Commercial Division, the \$0.6 million increase in expenses is mainly attributable to increased accrued vacation expenses.

In our Mobility Division, the decrease of \$0.3 million is mainly attributable to the decrease in subcontractors and travel expenses due to cost efficiencies as well as tighter budget controls.

In our Services Division, expenses in 2014 remained at the same level as 2013.

General and administrative expenses. The general and administrative expenses of our three divisions for the years ended December 31, 2014 and 2013 were as follows:

	Year Ended December 31,		Percentage change	Year Ended December 31,	
	2014	2013		2014	2013
	U.S. dollars in thousands			Percentage of revenues per division	
Commercial	7,808	9,973	(21.7)%	6.0%	7.0%
Mobility	5,961	7,744	(23.0)%	10.9%	16.1%
Services	7,134	5,354	33.2%	14.3%	11.9%
Total	20,903	23,071	(9.4)%	8.9%	9.8%

General and administrative expenses decreased by approximately \$2.2 million in 2014 compared to 2013. The decrease is attributable to our Commercial and Mobility Divisions, whose expenses declined by \$2.2 million and \$1.8 million, respectively, offset by an increase of \$1.8 million in our Services Division.

In our Commercial Division, the \$2.2 million decrease is primarily attributable to lower subcontractor expenses due to our continuing efforts to reduce costs, and a reduction in bad debt expense due to higher specific bad debts which we incurred in 2013 for certain customers and setoff of costs due to our participation in the Refis program and the reversal of related accruals. In addition, there was a decrease due to a change in the method of allocation of overhead expenses to the divisions in 2014 compared to 2013.

In our Mobility Division, the \$1.8 million decrease is primarily attributable to lower subcontractor expenses and depreciation expenses due to our continuing efforts to reduce costs. In addition, there was a decrease due to the different allocation of overhead expenses to the divisions in 2014 compared to 2013.

In our Services Division, the \$1.8 million increase is primarily attributable to higher legal expenses related to an arbitration claim we filed in Peru. In addition, there was an increase due to a change in the method of allocation of overhead expenses to the divisions in 2014 compared to 2013.

Goodwill impairment. We conducted our impairment testing in the fourth quarter of 2014 and 2013. Goodwill for all of our reporting units was tested for impairment by comparing the fair value of the reporting unit with its carrying. No impairment losses were identified in 2014 or 2013.

Restructuring Costs. At the end of 2013, we initiated a restructuring plan to improve our operating efficiency at various operating sites and to reduce our operating expenses in the future. As a result of these plans we recognized expenses of \$0.6 million for employee contract termination costs and other related expenses in 2013.

Financial expenses, net. In the year ended December 31, 2014, we had financial expenses of approximately \$3.8 million compared to financial expenses of approximately \$6.2 million in 2013. The decrease of \$2.4 million in our financial expenses is primarily attributable to changes in exchange rates between the local currency and the U.S. dollar in the countries where we operate, mainly in Israel.

Taxes on income. Taxes on income are dependent upon where our profits are generated, such as the location and taxation of our subsidiaries as well as changes in deferred tax assets and liabilities recorded mainly as part of business combinations. Tax expenses in 2014 were approximately \$1.9 million compared to tax benefits of approximately \$0.8 million in 2013.

In 2013, the tax benefit was mainly as result of a decrease in valuation allowance on deferred tax assets related to Wavestream due to the expected realization of Wavestream's carryforward tax losses, while in 2014 we incurred tax expenses in several countries.

Variability of Quarterly Operating Results

Our revenues and profitability may vary from quarter to quarter and in any given year, depending primarily on the sales mix of our family of products and the mix of the various components of the products (i.e. the volume of sales of remote terminals versus hub equipment), sale prices, and production costs, as well as on entering into new service contracts, the termination of existing service contracts, or different profitability levels between different service contracts. Sales of our products to a customer typically consist of numerous remote terminals and related hub equipment, SSPAs, BUCs, and low-profile antennas, which carry varying sales prices and margins.

Annual and quarterly fluctuations in our results of operations may be caused by the timing and composition of orders by our customers and the timing of our ability to recognize revenues. Our future results may also be affected by a number of factors, including our ability to continue to develop, introduce and deliver new and enhanced products on a timely basis and expand into new product offerings at competitive prices, to integrate our recent acquisitions, to anticipate effectively customer demands and to manage future inventory levels in line with anticipated demand. Our results may also be affected by currency exchange rate fluctuations and economic conditions in the geographical areas in which we operate. In addition, our revenues may vary significantly from quarter to quarter as a result of, among other factors, the timing of new product announcements and releases by our competitors and us. We cannot be certain that revenues, gross profit and net income (or loss) in any particular quarter will not vary from the preceding or comparable quarters. Our expense levels are based, in part, on expectations as to future revenues. If revenues are below expectations, operating results are likely to be adversely affected. In addition, a substantial portion of our expenses are fixed (e.g. space segment, lease payments) and adjusting expenses in the event revenues drop unexpectedly often takes considerable time. As a result, we believe that period-to-period comparisons of our results of operations are not necessarily meaningful and should not be relied upon as indications of future performance. Due to all of the foregoing factors, it is possible that in some future quarters our revenues or operating results will be below the expectations of public market analysts or investors. In such event, the market price of our shares would likely be materially adversely affected.

Conditions in Israel

We are organized under the laws of the State of Israel, where we also maintain our headquarters and a material portion of our laboratory capacity and principal research and development facilities. See Item 3.D. “Key Information – Risk Factors – Risks Relating to Our Location in Israel” for a description of governmental, economic, fiscal, monetary or political factors that have materially affected or could materially affect our operations.

Impact of Inflation and Currency Fluctuations

While most of our sales and service contracts are in U.S. dollars or are linked to the U.S. dollar and most of our expenses are in U.S. dollars and NIS, portions of our projects in Latin America as well as our operation in Australia and Europe are linked to their respective local currencies. The foreign exchange risks are often significant due to fluctuations in local currencies relative to the U.S. dollar.

The influence on the U.S. dollar cost of our operations in Israel relates primarily to the cost of salaries in Israel, which are paid in NIS and constitute a substantial portion of our expenses in NIS. In 2015, the rate of inflation in Israel was (1.0)% and the U.S. dollar appreciated in relation to the NIS at a rate of 0.3%, from NIS 3.889 per \$1 on December 31, 2014 to NIS 3.902 per \$1 on December 31, 2015. If future inflation in Israel exceeds the devaluation of the NIS against the U.S. dollar or if the timing of such devaluation lags behind increases in inflation in Israel, our results of operations may be materially adversely affected. In 2015 and 2014, in order to limit these risks, we entered into hedging agreements to cover certain of our NIS to U.S. dollar exchange rate exposures.

Our monetary balances that are not linked to the U.S. dollar impacted our financial expenses during the 2015 and 2014 periods. This is due to heavy fluctuations in currency rates in certain regions in which we do business, mainly in Latin America, Australia and Europe. There can be no assurance that our results of operations will not be materially adversely affected by other currency fluctuations in the future.

Effective Corporate Tax Rate

The regular corporate tax rate in Israel for 2015 and 2014 was 26.5% compared to a tax rate of 25% in 2013. Beginning on January 1, 2016, the corporate tax rate in Israel was reduced to 25%.

The Law for the Encouragement of Capital Investments, 1959, or Investments Law, provides that a capital investment in eligible facilities may, upon application to the Investment Center of the Ministry of Industry, Trade and Labor of the State of Israel, be designated as an “Approved Enterprise”, and now known as a “Privileged Enterprise”. A Privileged Enterprise is eligible for tax benefits on taxable income derived from its approved enterprise programs.

On April 1, 2005, an amendment to the Israeli Law for the Encouragement of Capital Investments, 1959, or the Investment Law, came into effect that limits the scope of enterprises which may be approved by the Investment Center by setting criteria for the approval of a facility, such as provisions generally requiring that at least 25% of their business income will be derived from export. A facility that is approved is called a "Benefitted Enterprise." Additionally, the 2005 amendment enacted major changes in the manner in which tax benefits are awarded under the Investment Law, so that companies no longer require Investment Center approval in order to qualify for tax benefits.

We have been granted "Approved Enterprise" status under the Investment Law for nine investment programs. In addition, our company chose 2005 and 2011 as the years of election in order to receive tax benefits as Benefitted Enterprise under the amendment. See "Item 10 - Additional Information - Israeli Tax Consideration".

To the extent we become profitable for Israeli tax purposes, we may therefore be eligible for a tax exemption for a limited period on undistributed Benefitted Enterprise income, and an additional subsequent period of reduced corporate tax rates (ranging between 10% and 25%, depending on the level of foreign ownership of our shares), on such undistributed Benefitted Enterprise income. Income from sources other than the "Benefitted Enterprises" during the relevant period of benefits will be taxable at the regular corporate tax rates. As of December 31, 2015, we did not generate income under the provisions of the Investment Law.

Under an amendment to the Investment Law effective January 1, 2011, upon an irrevocable election made by the company, a uniform rate of corporate tax will apply to all qualified income of certain industrial companies, as opposed to the currently applicable law's incentives that are limited to income from Benefitted Enterprises during their benefits period. Under the amended law, the uniform tax rates were 10% in geographical areas in Israel designated as Development Zone A and 15% elsewhere in Israel during 2011-2012. The uniform tax rates were reduced to 7% and 12.5%, respectively to the mentioned geographic areas in 2013. The uniform tax rate for 2014 and onwards is set to 9% in areas in Israel designated as Development Zone A and 16% elsewhere in Israel. The profits of these industrial companies will be freely distributable as dividends, subject to a 20% withholding tax (or lower, under an applicable tax treaty).

Under the transition provisions of the 2011 legislation, we may elect whether to irrevocably implement the 2011 law, while waiving benefits provided under the currently applicable law, or rather to keep implementing the currently applicable law during the next years. Changing from the currently applicable law to the new January 1, 2011 law is permissible at any stage.

Cash outlays for income taxes in the future might be different from tax expenses, mainly due to cash tax payments for previous years that might be triggered by tax audits in the various tax jurisdictions, deferred tax expenses (income) and payments usually made in arrears for annual taxes in profitable years.

Impact of Recently Issued Accounting Pronouncements

In 2015, we adopted ASU 2014-05 "Service Concession Arrangements" (ASU 2014-05). A service concession arrangement is an arrangement between a public-sector entity grantor and an operating entity under which the operating entity operates the grantor's infrastructure (for example, airports, roads, and bridges). According to ASU 2014-05 an operating entity should not account for a service concession arrangement under ASC 840 "Leases" and accordingly the infrastructure used in a service concession arrangement should not be recognized as property, plant, and equipment of the operating entity when the grantor controls the services that the operating entity must provide with the infrastructure, and through ownership, any residual interest in the infrastructure at the end of the term of the arrangement. There was no effect of the adoption above on our financial statement for the years ended December 31, 2014 and 2013.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers: Topic 606 (ASU 2014-09), to supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, more judgment and estimates may be required within the revenue recognition process than are required under existing U.S. GAAP, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective for us in 2018 using either of two methods: (i) retrospective application of ASU 2014-09 to each prior reporting period presented with the option to elect certain practical expedients as defined within ASU 2014-09; or (ii) retrospective application of ASU 2014-09 with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application and providing certain additional disclosures as defined per ASU 2014-09. We are currently in the process of evaluating the impact of the adoption of the update on our consolidated financial statements and considering additional disclosures requirements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) ("ASU 2016-02"). The new guidance requires lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by all leases with terms of more than 12 months. ASU 2016-02 also will require disclosures designed to give financial statement users information on the amount, timing, and uncertainty of cash flows arising from leases. It is effective for annual reporting periods beginning after December 15, 2018 including interim periods within those fiscal years, but early adoption is permitted. The ASU requires a modified retrospective transition approach and provides certain optional transition relief. ASU 2016-02 is effective for us for annual reporting periods beginning after December 15, 2018, including interim periods within that reporting period.

B. Liquidity and Capital Resources

Since our inception, our financing requirements have been met through cash from funds generated by private equity investments, public offerings, issuances of convertible subordinate notes, bank loans, operations, as well as funding from research and development grants. In addition, we also finance our operations through available credit facilities as discussed below. We have used available funds primarily for working capital, capital expenditures and strategic investments.

As of December 31, 2015, we had cash and cash equivalents of \$18.4 million, short-term and long-term restricted cash of \$101.0 million, short-term restricted cash held in trustees' accounts of \$ 8.5 million and short term bank credits and loans of \$7.0 million. As of December 31, 2014, we had cash and cash equivalents of \$27.7 million, short-term and long-term restricted cash of \$26.2 million, short-term restricted cash held in trustees' accounts of \$15.4 million and short term bank credits and loans of \$15.9 million.

In February 2016, we commenced a rights offering to raise gross proceeds of up to \$35.3 million, which is the maximum amount that can be raised in case that all subscriptions rights are fully exercised. We granted, at no charge to the holders of our ordinary shares as of the record date for the rights offering, one non-transferable subscription right to purchase two ordinary shares for each nine (9) ordinary shares owned at a price of \$7.16 (reflecting a price of \$3.58 per share). The subscription period for the rights offering expired on March 21, 2016. Accordingly, the results of the rights offering are to be published following the date hereof. There is no assurance as to the amount of proceeds that we will receive.

We believe that our working capital is sufficient for our present requirements over the next 12 months.

As of December 31, 2015, our long-term debt was approximately \$26.0 million, comprised of long-term loans of \$21.5 million and current maturities of long-term loans of \$4.5 million. The long term loans primarily consist of a loan that was received in December 2010 in the amount of \$40 million from First International Bank of Israel, or FIBI, which bears an interest of 4.77%. As of December 31, 2015, the principal outstanding balance of this loan was \$24 million.

Under the provisions of our loan agreements with FIBI, we undertook to satisfy certain financial and other covenants. As of December 31, 2015 we are in compliance with these covenants. Our credit agreements also contain various restrictions and limitations that may impact us. These restrictions and limitations relate to incurrence of indebtedness, contingent obligations, liens, mergers and acquisitions, asset sales, dividends and distributions, redemption or repurchase of equity interests, certain debt payments and modifications of loans and investments. The agreements also stipulate a floating charge on our assets to secure fulfillment of our obligations to FIBI as well as other pledges, including a fixed pledge, on certain assets and property.

In addition, in connection with the Regional FITELE Projects, GNP was required to post with FITELE certain advance payment guarantees and performance guarantees. These requirements were principally satisfied through surety bonds issued by Amtrust Europe Limited, or Amtrust, for the benefit of FITELE, through a Peruvian fronting insurance company as well as through issuance of bank guarantees. Under the arrangement with Amtrust, we are required to observe certain conditions, including the requirement to maintain a minimum cash balance in the dedicated bank account of GNP. As of December 31 2015, we were in compliance with these requirements.

The following table summarizes our cash flows for the periods presented:

	Years Ended December 31,		
	2015	2014	2013
	U.S. Dollars in thousands		
Net cash provided by (used in) continuing operating activities	(14,787)	(16,162)	16,397
Net cash provided by (used in) continuing investing activities	12,340	(26,753)	(30,908)
Net cash provided by (used in) continuing financing activities	(5,867)	12,389	(16,387)
Net cash used in discontinued operating activities	-	-	(5,996)
Net cash provided by discontinued investing activities	-	-	15,791
Net cash provided by discontinued financing activities	-	-	12,884
Total cash flows from discontinued operations	-	-	22,679
Effect of exchange rate changes on cash and cash equivalents	(977)	(172)	(325)
Net decrease in cash and cash equivalents	(9,291)	(30,698)	(8,544)
Cash and cash equivalents at beginning of the period	27,726	58,424	66,968
Cash and cash equivalents at end of the period	18,435	27,726	58,424

Our cash and cash equivalents decreased by approximately \$9.3 million during the year ended December 31, 2015 as a result of the following:

Operating activities. Cash used in our operating activities was approximately \$14.8 million and \$16.2 million in 2015 and 2014, respectively. The cash used in our operating activities in 2015 consisted primarily of net income adjusted for non-cash activity, including goodwill and long lived assets impairments, depreciation and amortization and restricted cash received directly related to operating activities, which was offset by increase in advances from customers.

Investing activities. Cash provided by investing activities was approximately \$12.3 million in 2015 compared to cash used in investing activities of approximately \$26.8 million in 2014. The changes in our cash in 2015 derived from our investing activities consisted of changes in restricted cash partially offset by the purchase of property and equipment.

Financing activities. Cash used in continuing financing activities was approximately \$5.9 million in 2015, compared to cash provided by financing activities in 2014 of approximately \$12.4 million. The cash used in financing activities in 2015 consisted primarily of repayment of long-term loans and short term bank credit, partially offset by the issuance of restricted stock units and exercise of stock options.

Our cash and cash equivalents decreased by approximately \$30.7 million during the year ended December 31, 2014 as a result of the following:

Operating activities. Net cash used in our continuing operating activities was approximately \$16.2 million in 2014 compared to cash provided by continuing operating activities of approximately \$16.4 million in 2013. The net cash used in our continuing operating activities in 2014 consisted primarily of net income adjusted for non-cash activity, including increase in advances from customers, increase in deferred charges, both of which are mainly related to our operations under our Services Division, and depreciation and amortization expenses.

Investing activities. Net cash used in continuing investing activities was approximately \$26.8 million in 2014 and \$30.9 million in 2013. The net cash used in continuing investing activities consisted mainly of net investment in restricted cash held by trustees and to our purchase of property and equipment, both of which are mainly related to our project in Colombia.

Financing activities. Net cash provided by continuing financing activities was approximately \$12.4 million in 2014, compared to net cash used in continuing financing activities in 2013 of approximately \$16.4 million. The net cash provided by continuing financing activities in 2014 was derived mainly from short terms bank credit received for our Colombia project, offset partly by repayment of long term loans. The net cash used in continuing financing activities in 2013 was primarily attributable to repayment of short term bank credit and to repayment of long term loans.

C. Research and Development

Research and Development

We devote significant resources to research and development projects designed to enhance our VSAT, Satcom-On-The-Move antennas, SSPA and GLT-1000 modem products, to expand the applications for which they can be used and to develop new products, including expanding our VSAT portfolio with high speed and hybrid VSATs. We intend to continue to devote significant resources to complete the development of certain features, to improve functionality, including supporting higher throughput, to improve space segment utilization, and to reduce the cost of our products.

Our research and development activities are located in Israel, Bulgaria, Moldova, California and Singapore. The Bulgarian center is dedicated to developments related to our Satcom-On-The-Move antennas and Wavestream's facilities both in California and Singapore are focused on the continuing design and development for SSPAs. Our facilities in Moldova and in Israel focused on research in communication and development of VSATs, baseband equipment and network management.

We devoted significant research and development resources in the last few years to the development of our SkyEdge family of products, including to the development of our own proprietary hardware platforms for both baseband equipment and software. In 2015, we invested heavily into developing the new baseband equipment (X-Chassis) optimized for multi-spot beam networks and for multiple applications including consumer, enterprise and mobile backhaul. We develop our own network software and software for our VSATs. Our resources were also used to develop new products for airborne application, based both on our VSAT technology and the acquired family of products from Raysat and Wavestream.

Our software and our internally developed hardware are proprietary and we have implemented protective measures both of a legal and practical nature. We have obtained and registered patents in the U.S. and in various other countries in which we offer our products and services. We rely upon the copyright laws to protect against unauthorized copying of the object code of our software and upon copyright and trade secret laws for the protection of the source code of our software. We derive additional protection for our software by generally licensing only the object code to customers and keeping the source code confidential. In addition, we enter into confidentiality agreements with our customers and other business partners to protect our software technology and trade secrets. We have also obtained trademark registrations in the U.S. and various other countries for additional protection of our intellectual property. Despite all of these measures, it is possible that competitors could copy certain aspects of our technology or obtain information that we regard as a trade secret in violation of our legal rights.

In accordance with our agreements with the OCS, we are eligible to participate in programs under which we have received and eligible to receive future research and development grants for financing research and development projects in Israel pursuant to the provisions of The Encouragement of Industrial Research and Development Law, 1984. We are also participating in a funding program of the Israel-U.S. Binational Industrial R&D Foundation. With respect to some of our funding programs, we are obligated to pay royalties from the revenues derived from products developed within the framework of such programs. However, most of our programs are non-royalty bearing programs.

The following table sets forth, for the years indicated, our gross research and development expenditures, the portion of such expenditures which was funded mainly by non-royalty bearing grants and the net cost of our research and development activities:

	Years Ended December 31,		
	2015	2014	2013
	(U.S. dollars in thousands)		
Gross research and development costs	24,952	27,635	29,491
Less:			
Grants	2,540	2,477	1,591
Research and development costs - net	<u>22,412</u>	<u>25,158</u>	<u>27,900</u>

D. Trend Information

The satellite communications industry is moving toward Ka technology that employs multi-beam transmission for more efficient use of space segment. With the scheduled launch of numerous HTS, we believe that development of products using this technology will be an important competitive factor in the VSAT market. We are continuing our efforts to enhance our current products and develop new ones to support the advantages of this technology.

The continued increase in HTS supply is projected to produce a reduction in the bandwidth price. This reduction is expected to make many broadband, cellular and mobility applications economically viable over satellite, which is expected to be a good solution to the need to economically increase cellular coverage in rural areas in developing countries. This trend may result in the growth of the small-cell market and the need to rapidly deploy LTE backhaul in the developed regions.

We continue to focus on the Satellite-on-the-Move trend which has been driven by the projected growth of Satellite-on-the-Move applications, especially on commercial airplanes, and also on trains and ships, as well as defense-related applications. The Satellite-on-the-Move trend in the defense market is driven by the move towards a net-centric military environment that promotes the delivery of IT and communications systems down to the tactical level. The ability to provide communication at the tactical level will need to be underpinned by equipment capable of providing these capabilities within the size, weight and power, or SWaP, requirements for On-the-Move communications and beyond line of sight, or BLOS, capabilities for UAVs.

In the past few years the satellite communications market has experienced increasing competition both from within its sector and from competing communication technologies. Specifically, the expansion of cellular coverage in rural areas worldwide, increased terrestrial infrastructures as well as the advancement of wireless technologies, increases the options for our potential and existing customers. In addition, the number of satellite communications providers in the market has increased and prices of technologies continue to decline. Another development in our industry is the increasing demand for complete solutions which encompass far more than a single platform of a communications solution.

We believe that the political environment in Israel could continue to prevent certain countries from doing business with us and this, in addition to the increased competition and reduced prices in the telecommunications industry overall, may have adverse effect on our business. Given all of the above, we cannot guarantee or predict what our sales will be, what trends will develop, and if any changes in our business and marketing strategy will be implemented.

E. Off-Balance Sheet Arrangements

At times, we guarantee the performance of our work to some of our customers, primarily government entities. Guarantees are often required for our performance during the installation and operational periods of long-term rural telephony projects such as in Latin America, and for the performance of other projects (government and corporate) throughout the rest of the world. The guarantees typically expire when certain operational milestones are met. In addition, from time to time, we provide corporate guarantees to guarantee the performance of our subsidiaries. No guarantees have ever been exercised against us.

In order to guarantee our performance obligations and the down payment we received under the Regional FITELE Projects, we provided bank guarantees and surety bonds for the benefit of FITELE, which surety bonds have been issued by Amtrust through a Peruvian insurance company in an aggregate amount of approximately \$106 million. We have provided Amtrust with a corporate guarantee in the amount of approximately \$57 million and, in addition, have undertaken to maintain a minimum cash balance in the dedicated bank account of GNP.

As of December 31, 2015, the aggregate amount of bank guarantees and surety bonds from insurance companies outstanding to secure our various performance obligations was approximately \$178.7 million, including an aggregate of approximately \$144.5 million on behalf of our subsidiary in Peru. We have restricted cash of approximately \$91.3 million as collateral for these guarantees.

In order to guarantee our performance obligations for our current activities in Colombia, we purchased insurance from an insurance company in Colombia. We have provided the insurance company with various corporate guarantees, guaranteeing our performance and our employee salary and benefit costs of approximately 43.47 billion Colombian Peso (approximately \$13.9 million based on the based on the representative rate of exchange published as of March 8, 2016 and 9.45 billion Colombian Peso (approximately \$3 million based on the representative rate of exchange published as of March 8, 2016), respectively.

F. Tabular Disclosure of Contractual Obligations

The following table summarizes our minimum contractual obligations as of December 31, 2015 and the effect we expect them to have on our liquidity and cash flow in future periods:

Contractual Obligations	Payments due by period (in U.S. dollars in thousands)				
	Total	2016	2017-2018	2019-2020	2021
Long-term loans *	26,035	4,542	8,965	8,528	4,000
Operating lease (mainly space segment)	20,744	9,799	10,856	89	-
Purchase commitments (mainly inventory)	14,213	14,213	-	-	-
Other long-term debt	3,915	884	3,031	-	-
Total contractual cash obligations	64,907	29,438	22,852	8,617	4,000

(*) Future interest payments are not included due to variability in interest rates.

In addition, we have recorded a provision in the amount of \$1.9 million, included in our balance sheet, related to legal and tax contingencies.

ITEM 6: DIRECTORS AND SENIOR MANAGEMENT

A. Directors and Senior Management

The following table sets forth the name, age, position(s) and a brief account of the business experience of each of the directors and executive officers:

Name	Age	Position(s)
Dov Baharav (1)	65	Chairman of the Board of Directors and interim Chief Executive Officer
Amiram Boehm (4)	44	Director
Dafna Cohen (2)(3)(5)(6)	46	Director
Ishay Davidi	54	Director
Gilead Halevy (2)(5)	50	Director
Dr. Zvi Lieber (2)(3)(5)(6)	73	Director
Amir Ofek (4)	40	Director
Kainan Rafaeli (2)(3)(5)	60	Director
Michal Aharonov	44	Vice President, Global Accounts & Telecom Services
Nirit Barnea	48	Vice President, Human Resources
Zeev Botzer	56	Vice President, Delivery and Operations
Yona Ovadia(1)	57	Vice President, Services and Commercial Divisions
Russell Ribeiro	57	Vice President, Americas
Arieh Rohrstock	41	Vice President, Peru
Adi Sfadia	45	Chief Financial Officer
Ran Tal	41	Vice President, General Counsel
Moshe (Chico) Tamir	51	Vice President, Mobility Division
Alik Shimelmits	54	Vice President, Research & Development

- (1) Mr. Ovadia was appointed as Chief Executive Officer effective as of March 31, 2016.
- (2) Member of our Audit Committee.
- (3) Member of our Compensation and Stock Option Committee.
- (4) "Independent Director" under the applicable NASDAQ Marketplace Rules (see explanation below)
- (5) "Independent Director" under the applicable NASDAQ Marketplace Rules and the applicable rules of the U.S. Securities and Exchange Commission (the "SEC") (see explanation below)
- (6) "External Director" as required by Israel's Companies Law (see explanation below)

Dov Baharav has served as the Chairman of our Board of Directors since May 2014 and as our interim Chief Executive Officer since May 2015. Mr. Baharav has served as a member of board of directors of Mellanox Technologies Ltd., a leading supplier of end-to-end InfiniBand and Ethernet connectivity solutions and services for servers and storage, since November 2010. Mr. Baharav served as the chairman of the board of directors of Israel Aerospace Industries, Ltd., a defense and civil aerospace technology company, from July 2011 until October 2013. Mr. Baharav served as a member of the Board of directors of Allot Communications Ltd., a leading global provider of intelligent broadband solutions, from March 2013 until July 2014. From July 2002 until November 2010, Mr. Baharav served as president and chief executive officer of Amdocs, a communications services company. He also served as a member of Amdocs' board of directors and executive committee from July 2002 until November 2010. Mr. Baharav joined Amdocs in 1991 as vice president and then became president of Amdocs' principal U.S. subsidiary, Amdocs, Inc., and served as chief financial officer of Amdocs from 1995 until June 2002. From 1983 until 1991, Mr. Baharav served as chief operating officer of Oprotech Ltd., an electro-optical device company. Mr. Baharav is involved with the College of Management Academic Studies in Rishon Lezion, Israel. Mr. Baharav holds a Bachelor of Science degree in Physics and Accounting, as well as M.B.A. degree from Tel Aviv University

Amiram Boehm has served on our Board of Directors since December 2012. Mr. Boehm has been a Partner in the FIMI Opportunity Funds, Israel's largest group of private equity funds, since 2004. Mr. Boehm serves as the Managing Partner and Chief Executive Officer of FITE GP (2004), and as a director at Ham-Let (Israel-Canada) Ltd., Hadera Paper Ltd., Rekah Pharmaceuticals Ltd., all three companies traded on the TASE, Pharm-up Ltd., Magal S3 Security Systems Ltd. (NASDAQ) and DIMAR Ltd. Mr. Boehm previously served as a director of Ormat Technologies Inc. (previously traded on TASE), Scope Metal Trading, Ltd. (TASE), Inter Industries, Ltd. (TASE), Global Wire Ltd. (TASE), Telkoor Telecom Ltd. (TASE) and Solbar Industries Ltd. (previously traded on the TASE). Prior to joining FIMI, from 1999 until 2004, Mr. Boehm served as Head of Research of Discount Capital Markets, the investment arm of Israel Discount Bank. Mr. Boehm holds a B.A. degree in Economics and a LL.B. degree from Tel Aviv University and a Joint M.B.A. degree from Northwestern University and Tel Aviv University.

Dafna Cohen has served on our Board of Directors as an external director (within the meaning of the Israeli Companies Law) since December 2014. Ms. Cohen is the Head of Business Control and Investor Relations of EL-AL Israel Airlines Ltd., a company traded on the TASE and as an independent business and financial advisor. Ms. Cohen has served as a member of board of directors of Formula Systems (1985) Ltd since 2009 (NASDAQ and TASE). Ms. Cohen served as Director of Global Treasury of MediaMind Technologies Inc. (previously traded on NASDAQ) and as a member of Investment committee of the Board from 2010 to 2011. Prior to that, Ms. Cohen served as a Director of Investments and as a Treasurer of Emblaze Ltd. and as a member of Investment Committee of the Board from 2005 to 2009 (London Stock Exchange). Prior to that, Ms. Cohen served as an Investment Manager for Leumi Partners, a wholly owned subsidiary of Bank Leumi and as a manager at the derivatives sector of the Investment Division of Bank Leumi. Ms. Cohen previously served as a member of boards of directors of XTL Biopharmaceuticals Ltd. (NASDAQ and TASE) from 2009 to 2015, Europort Ltd from 2012 to 2014 (TASE) and of Inventech Central Ltd from 2011 to 2012 (TASE). Ms. Cohen holds an M.B.A. in finance and accounting and a B.A. degree in economics and political science, both from The Hebrew University of Jerusalem.

Ishay Davidi has served on our Board of Directors since December 2012. Mr. Davidi is the Founder and has served as Chief Executive Officer of the FIMI Opportunity Funds, Israel's largest group of private equity funds, since 1996. Mr. Davidi currently serves as Chairman of the board of directors of Inrom Industries Ltd., Hadera Paper Ltd. (TASE) and Polyram plastics, and as director at Ham-Let (Israel-Canada) Ltd. (TASE), Rekah Pharmaceuticals Ltd. (TASE), Tadir-Gan Precision materials (TASE), C. Mer Industries Ltd. (TASE), Pharm Up Ltd. and Overseas Commerce Ltd. Mr. Davidi previously served as the Chairman of the board of directors of Retalix (previously traded on NASDAQ and TASE) from August 2008 until January 2010, of Tefron Ltd. (New York Stock Exchange and TASE) and of Tadir-Gan (TASE), and as a director at Ormat Industries Ltd. (previously traded on TASE), Retalix, Tadiran Communications Ltd. (TASE), Lipman Electronic Engineering Ltd. (NASDAQ and TASE), Merhav Ceramic and Building Materials Center Ltd. (TASE), TAT Technologies Ltd. (NASDAQ and TASE), Orian C.M. Ltd. (TASE), Ophir Optronics Ltd. (TASE), Scope Metals Group Ltd. (TASE) and Formula Systems Ltd. (NASDAQ and TASE). Prior to establishing FIMI, from 1993 until 1996, Mr. Davidi was the Founder and Chief Executive Officer of Tikvah Fund, a private Israeli investment fund. From 1992 until 1993 Mr. Davidi was the Chief Executive Officer of Zer Science Industries Ltd., a developer of diagnostics equipment for the healthcare industry. Mr. Davidi holds a B.Sc. degree in Industrial and Management Engineering from Tel Aviv University, Israel, and a M.B.A. degree from Bar Ilan University, Israel.

Gilead Halevy has served on our Board of Directors since January 2011. Mr. Halevy is a founding member and general partner of Kedma Capital Partners, or Kedma, a leading Israeli private equity fund. Mr. Halevy is a member of the Kedma investment committee. Prior to establishing Kedma, Mr. Halevy was a Director at Giza Venture Capital from April 2001 to January 2006, where he led investments in communication and information technology companies, and directed Giza's European business activities. Previously, from 1998 to 2001, Mr. Halevy practiced law at White & Case LLP, where he advised in connection with mergers and acquisitions in the Telecom Media and Technology group. Mr. Halevy was also a founding member of the White & Case Israel practice group during that time. From 1993 to 1998, he was a senior associate with Zellermyer & Pelossof, one of Israel's leading commercial law firms, where he advised in connection with public securities, cross-border mergers and acquisitions and private equity transactions. Mr. Halevy currently serves as Chairman of Brand Industries Ltd. (TASE), Chairman of Carmor Integrated Solutions Ltd and Chairman of Carmel Wineries. Mr. Halevy previously served as chairman of the Marina Galil Group Ltd. Mr. Halevy holds a LL.B. degree (magna cum laude) and B.A. degree in Humanities (interdisciplinary course for exceptional students), both from the Hebrew University.

Dr. Zvi Lieber has served on our Board of Directors as an external director (within the meaning of the Israeli Companies Law) since May 2014. Dr. Lieber is a financial and investment consultant, an actuary and an economist. Dr. Lieber has served as Chairman of the Board of Directors of Analyst Provident Funds Ltd. since 2011, and as member of the boards of directors of Baran Ltd., a global provider of engineering, technology, and construction for challenging projects since 2008. From 2006 until 2014, Mr. Lieber served as member of the board of directors of Ampa Capital Ltd. a company specializes in non-bank financing, and from 2010 until 2014, as a member of the board of Europort Ltd., a holding company mainly focused on the area of senior living residence projects. Dr. Lieber was a faculty member in Tel Aviv University, The Leon Recanati Graduate School of Business Administration between 1972 and 2002. He lectured on accounting, finance and value creation. Dr. Lieber was also a visiting professor at the business school of NYU in 1971-2 and 1977-8 where he lectured on accounting, and in recent years he lectured in various colleges in Israel. Dr. Lieber has published numerous papers in leading academic journals. From 2008 until 2011 Dr. Lieber was a member of the board of directors of Retailix Ltd., a company previously traded on NASDAQ and TASE. From 2010 until 2011 he served as Chairman of the board of directors of Analyst Underwriters Ltd. From 2005 until 2009, Dr. Lieber served as a board member of Provident and Pension Fund of the workers of the Jewish Agency. From 2002 until 2006 he served as a board member of the Tel Aviv Stock Exchange. Prior to that he served as a board member of numerous public and private companies. Dr. Lieber also participated in key public committees appointed by the Israeli government. Dr. Lieber holds a PhD in Business Administration from University of Chicago.

Amir Ofek has served on our Board of Directors since December 2014. Mr. Ofek is Chief Executive Officer of Cyberint Inc., a provider of cyber security services and products solutions. Mr. Ofek serves as director of the board of Cyberint since September 2014. Mr. Ofek also serves as a partner at Baharav Ventures Ltd. ("BVL"), a company wholly owned by the Chairman of our Board of Directors, Mr. Baharav. Prior to joining BVL, Mr. Ofek worked at Amdocs Inc., the leading BSS/OSS provider, from 2006 to 2014, where he served as VP Client Business Executive SingTel Group at Amdocs, based in Singapore from 2009. Prior to this role, Mr. Ofek served as Director of Management Services at Amdocs from 2007 to 2009 and in the Corporate Strategy unit from 2006 to 2007. Before joining Amdocs in 2006, Mr. Ofek worked for Elbit Systems Ltd., a leading aerospace defense company, from 2001 to 2005. Mr. Ofek holds a BSc. degree (Cum Laude) in Industrial Engineering and Management, majoring in Information Systems from the Technion- Israel Institute of Technology and an M.B.A. degree from INSEAD.

Kainan Rafaeli has served on our Board of Directors since December 2012. Mr. Rafaeli is a private investor and has served since September 2009 as the Chairman of Senso Optics Ltd., an Israeli defense contractor. Mr. Rafaeli was a founder, shareholder and Chief Executive Officer of Kinetics Ltd., an Israeli company which develops and manufactures hydraulic, air conditioning, NBC protection and electric systems for military vehicles and aircraft, from 1985 until 2009. From 1999 until 2009, he was also the Chief Executive Officer of Real Time Laboratories LLC, a U.S. - based defense contractor. Mr. Rafaeli holds a BSc. degree in Mechanical Engineering from the Technion and a M.B.A. degree from Tel Aviv University.

Michal Aharonov has served as our Vice President since October 2015, heading Gilat's business in EMEA, Eurasia, Asia and Asia Pacific. Prior to joining Gilat, from 2013 until 2015, Ms. Aharonov served as Vice President, Head of Sales and Services at Essence Group. Prior thereto, from 2008 until 2012, Ms. Aharonov served as Vice President, Global Strategic Sourcing at Amdocs, and before that, since 2000, served in various positions at Amdocs. Ms. Aharonov holds a Masters' Degree in Public administration focusing on financial information systems from Clark University in Massachusetts, U.S. and a B.A. in Business Management and Finance from the College of Management – Academic Studies in Tel Aviv, Israel.

Nirit Barnea has served as our Vice President of Human Resources since June 2015. Prior to joining Gilat, from 2010 until 2014, Ms. Barnea served as the Global VP HR of 3M Attenti Ltd. (formerly DMATEK Ltd.). Prior thereto, Ms. Barnea held several senior management HR positions for various software and telecommunications companies. Ms. Barnea holds an M.A. in Sociology from Tel Aviv University and a B.A. in Economics and Business Administration from Haifa University.

Zeev Botzer has served as our VP Delivery and Operations since February 2016. Prior to joining Gilat, from November 2013 until February 2016, Mr. Botzer served as COO at FST Biometrics. Prior thereto, from September 2006 until November 2013, he served as Vice President of Operations at Visonic Ltd., and from 1999 until September 2006 as Vice President of Global Operations at Verint Systems Inc. Prior to this, Mr. Botzer served in various operations management positions in Optrotech Ltd. and in Laser Industries Ltd. Mr. Botzer holds a B.Sc. with honors in Industrial and Management Engineering from Tel Aviv University.

Yona Ovadia joined our company in March 2015 in the Services Division and has served as our Vice President, Services and Commercial Divisions since October 2015. Mr. Ovadia was appointed as Chief Executive Officer, effective as of March 31, 2016. Prior to joining our company, Mr. Ovadia served as Group President & Head of Services Group at Amdocs since 2013. Prior to such time, from 2010 until 2013 Mr. Ovadia served as Head of Delivery & Managed Services at Amdocs Ltd. and prior thereto he served in various executive positions at Amdocs, mainly in the areas of services and managed services, with a position of management member since 1997. Mr. Ovadia holds a B.Sc. in Math and Computer Science from Tel Aviv University.

Russell Ribeiro has served as our Vice President for the Americas since 2008. Prior to that, from 2003 until 2008 Mr. Ribeiro served as General Manager of Brazil, and before that, from 2001, Mr. Ribeiro served as Vice President of Sales for Brazil. Prior to joining Gilat, Mr. Ribeiro served in various executive positions at Sprint International and its subsidiary, Global One, a multinational telecom service providers. Mr. Ribeiro holds a B.A. degree in Electronic Engineering from Universidade Nuno Lisboa, an M.B.A. degree in Business Administration and Management from the IBMEC PDG-EXEC Business School in Rio de Janeiro, and an M.B.A. degree in Business Finance from the Heriot-Watt Business School at Edinburgh University in the U.K.

Arieh Rohrstock Arieh Rohrstock has served as our Corporate VP Peru since October 2015 and as General Manager of Gilat Peru since 2008. Mr. Rohrstock joined our Company in 1998. From 1998 until 2008, Mr. Rohrstock held the positions of COO of Spacenet Rural, COO of Gilat Latin America, Planning and Development Manager, among other management positions. Mr. Rohrstock holds a B.S. degree in electronic engineering from Ort Brauda University of Israel.

Adi Sfadia has served as our Chief Financial Officer since November 2015. Prior to joining Gilat, Mr. Sfadia served as CFO of Starhome Ltd., a wholly owned subsidiary of Fortissimo Capital, since January 2013. From 2008 to 2013, Mr. Sfadia served as CFO of RADVISION Ltd. (previously traded on NASDAQ and TASE). From 2004 until 2008, Mr. Sfadia served as RADVISION's Corporate Controller and Vice President of Finance. Prior to that, Mr. Sfadia served in several senior financial positions in Israeli companies, where he gained wide financial and managerial experience. Mr. Sfadia served five years in a public accounting position with Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global. Mr. Sfadia holds a B.A. degree in Business Administration and an M.B.A. degree (magna cum laude) from The College of Management in Tel Aviv and Rishon Lezion, and is a Certified Public Accountant in Israel.

Ran Tal has served as our Vice President General Counsel and Corporate Secretary since April 2015. Prior to joining Gilat, Mr. Tal served as Vice President and General Counsel of Netafim since June 2007. Previously, Mr. Tal was a partner at the Israeli law firm of Herzog, Fox & Neeman and a foreign associate with Arnold & Porter in Washington, D.C. Mr. Tal holds an LLB degree from the University of Haifa and an LLM degree from the Hebrew University, Jerusalem.

Moshe (Chico) Tamir has served as our Vice President, Mobility Division since March 2012, having first joined Gilat in January 2011 as Vice President, Defense and Homeland Security. Prior to joining Gilat, between 1981 and 2009, Mr. Tamir served in the IDF, including in senior command positions: He was Division Commander from 2006 through 2009; General Command Chief of Staff from 2004 to 2006; and Golani Brigade Commander from 2001 through 2003. Mr. Tamir currently holds the rank of Brigadier General (reserve).

Alik Shimelmits has served as our Vice President, Research and Development since June 2013. Prior to joining Gilat, from 2007 to 2013, Mr. Shimelmits served as Head of Transport Networks R&D for ECI Telecom Ltd. and prior to that as VP Research and Development for Axerra Networks Ltd. from 1999 to 2007. From 1991 to 1999, Mr. Shimelmits held various technical and managerial positions at ECI Telecom, having last served there as Associate Vice President R&D, Software Development, SDH Product Line. Mr. Shimelmits holds a M.Sc. degree in Applied Mathematics from Moscow Institute of Electronic Engineering and a B.Sc. degree in Computer Science from Moscow Institute of Chemical Engineering.

B. Compensation of Directors and Officers

The following table sets forth the aggregate compensation paid to or accrued on behalf of all of our directors and officers as a group for the year ended December 31, 2015:

	Salaries, Fees, Directors' Fees, Commissions and Bonuses(1)	Amounts Set Aside for Pension, Retirement and Similar Benefits
All directors and officers as a group (25 persons)(2)	\$ 3,475,168	\$ 610,201

(1) Includes bonuses and equity-based compensation accrued in 2015, but does not include business travel, professional and business association dues and expenses reimbursed to our directors and officers, and other benefits commonly reimbursed or paid by companies in Israel.

(2) Includes seven officers that ceased to hold office during 2015 and eight officers that joined us during 2015.

In accordance with Israeli law requirements, the table below sets forth the compensation paid to our five most highly compensated senior office holders (as defined in the Companies Law) during or with respect to the year ended December 31, 2015, in accordance with the expenses recorded in our financial statements for the year ended December 31, 2015. We refer to the five individuals for whom disclosure is provided herein as our "Covered Executives."

For purposes of the table and the summary below, and in accordance with the above mentioned securities regulations, "compensation" includes base salary, bonuses, equity-based compensation, retirement or termination payments, benefits and perquisites such as car, phone and social benefits and any undertaking to provide such compensation.

Summary Compensation Table

Information Regarding the Covered Executive in US dollars ⁽¹⁾

Name and Principal Position⁽²⁾	Base Salary	Benefits and Perquisites⁽³⁾	Variable Compensation ⁽⁴⁾	Equity-Based Compensation⁽⁵⁾	Total
Dov Baharav, Chairman of the Board and interim CEO	272,374	104,876		140,383	517,633
Assaf Eyal, Former VP, Commercial Division	208,630	49,411		84,539	342,580
Erez Antebi, Former Chief Executive Officer	76,662	13,701	56,080	173,954	320,397
Moshe (Chico) Tamir, VP, Mobility Division	220,325	42,827		44,928	308,080
Gai Berkovich, Former Chief Operating Officer	196,009	51,793		42,243	290,045

(1) All amounts reported in the table are in terms of cost to our company, as recorded in our financial statements.

(2) All current executive officers listed in the table are employed or provide services on a full-time basis during their employment period.

(3) Amounts reported in this column include benefits and perquisites, including those mandated by applicable law. Such benefits and perquisites may include, to the extent applicable to each executive, payments, contributions and/or allocations for savings funds, pension, severance, vacation, car or car allowance, medical insurances and benefits, risk insurances (e.g., life, disability, accident), convalescence pay, payments for social security and other benefits and perquisites consistent with our guidelines, but do not include business travel, relocation, professional and business association dues and expenses reimbursed to our directors and officers.

(4) Amounts reported in this column refer to Variable Compensation such as commission, incentive and bonus payments as recorded in our financial statements for the year ended December 31, 2015.

(5) Amounts reported in this column represent the expense recorded in our financial statements for the year ended December 31, 2015, with respect to equity-based compensation granted to the Covered Executive.

In accordance with the approval of our shareholders and in accordance with Israeli corporate law regarding compensation of external directors, each of our non-employee directors and external directors (all of our current directors except for our Chairman of the Board of Directors) is entitled to receive annual compensation payable quarterly of approximately NIS 93,690 (currently equivalent to approximately \$24,000), and an additional fee of approximately NIS 1,924 (currently equivalent to approximately \$500) for each board or committee meeting attended. In addition, Board members are compensated for telephone participation in board and committee meetings in an amount of 60% of what would be received for physical attendance and for written resolutions in an amount equal to 50% of same. All the above amounts are linked to changes in the Israeli consumer price index as of September 2013 and subject to changes in the amounts payable pursuant to Israeli law from time to time.

During 2015, we granted options to purchase 150,000 ordinary shares to the Chairman of our Board of Directors for his additional service as our interim CEO at an exercise price of \$6.72 per share, which in accordance with our Executive Compensation Policy (as discussed below) reflected an exercise price 8% greater than the closing price of our ordinary shares on the NASDAQ Global Select market on the last trading day prior to the respective grant dates. The options vest in 16 equal quarterly installments over a four-year period and will remain exercisable for 12 months following cessation or termination of service (other than for cause).

As of December 31, 2015, our directors and executive officers as a group, consisting of 18 persons, held options to purchase an aggregate of 1,183,000 ordinary shares, having exercise prices ranging from \$3.00 to \$7.01. Generally, the options granted to our directors vest over a three-year period (except in the case of our Chairman and interim CEO, Dov Baharav, which vest over a four-year period) and the options granted to our executive officers vest over a four-year period. The options will expire between 2017 and 2021. All of such options were awarded under our stock option plans described in Item 6E - "Directors, Senior Management and Employees - Share Ownership - Stock Option Plans".

Chairman and CEO Services. The company and Mr. Baharav, through his controlled company, entered into an agreement dated May 20, 2014, or the Chairman Agreement, under which Mr. Baharav serves as Chairman of the Board of Directors of our company. Pursuant to an amendment to the Chairman Agreement effective as of April 15, 2015, or the CEO Agreement, Mr. Baharav will provide services to our company as interim Chief Executive Officer for a period of one year, in addition to continuing his role as Chairman of the Board of Directors of our company. Under the CEO Agreement, Mr. Baharav is entitled (directly or through his controlled company) to: (i) a monthly fee in the amount of NIS 110,000 (approximately \$28,300); (ii) payment of the cash value of various fringe benefits, in an aggregate amount of up to NIS 41,942 per month (approximately \$10,800), which is equal to the employer's cost that would have been incurred by the Company for such benefits if the Chairman and interim CEO served in an employee status; and (iii) full time office space and secretarial assistance and reimbursement for out-of-pocket expenses incurred by him in connection with his service. In May 2014, Mr. Baharav was granted options to purchase 250,000 of our ordinary shares, at an exercise price of \$5.06 per share, and in May 2015, Mr. Baharav was granted options to purchase 150,000 of our ordinary shares exercisable at a price of \$6.72 per share. The options were granted under our 2008 Option Plan and vest ratably, each quarter over a four-year period so long as Mr. Baharav continues to serve as Chairman of the Board or Chief Executive Officer of our company, and will remain exercisable during such service and for an additional 12 month period following termination of service (other than for cause). We may terminate the agreement prior to the end of its term by providing two months of paid notice and an additional two months' salary. At the conclusion of his term as CEO, Mr. Baharav shall revert to serving only as Chairman.

In accordance with the Israeli Companies Law, we have adopted in September 2013 an Executive Compensation Policy for our executive officers and directors. The purpose of the policy is to describe our overall compensation strategy for our executive officers and directors and to provide guidelines for setting their compensation, as prescribed by the Israeli Companies Law. In accordance with the Israeli Companies Law, the Executive Compensation Policy must be reviewed and readopted at least once every three years.

Approval of the Compensation Committee, the Board of Directors and our shareholders, in that order, is required for the adoption of the Executive Compensation Policy. The shareholders' approval must include the majority of shares voted at the meeting. In addition to the majority vote, the shareholders' approval must satisfy either of two additional tests:

- the majority includes at least a majority of the shares voted by shareholders other than our controlling shareholders or shareholders who have a personal interest in the adoption of the Executive Compensation Policy; or
- the total number of shares held by non-controlling shareholders and disinterested shareholders that voted against the adoption of the Executive Compensation Policy does not exceed 2% of the aggregate voting rights of our company.

In the event that the Executive Compensation Policy is not approved by the shareholders, the compensation committee and the board of directors may still approve the policy, if the compensation committee and the board of directors determine, based on specified reasons and following further discussion of the matter, that the compensation policy is in the best interests of the company.

Under the Israeli Companies Law, the compensation arrangements for "office holders" (other than the Chief Executive Officer) who are not directors require the approval of the Compensation Committee and the Board of Directors; provided, however, that if the compensation arrangement is not in compliance with our Executive Compensation Policy, the arrangement may only be approved by the Compensation Committee and the Board of Directors for special reasons to be noted, and the compensation arrangement shall also require a special shareholder approval. If the compensation arrangement is an immaterial amendment to an existing compensation arrangement of an "office holder" who is not a director and is in compliance with our Executive Compensation Policy, the approval of the Compensation Committee is sufficient. An "office holder" is defined in the Israeli Companies Law as a general manager, chief executive officer, chief business manager, deputy general manager, vice general manager, any other person assuming the responsibilities of any of the foregoing positions without regard to such person's title, a director and a manager directly subordinate to the chief executive officer.

Arrangements regarding the compensation of directors require the approval of the Compensation Committee, the Board and the shareholders, in that order.

Arrangements regarding the compensation of the Chief Executive Officer require the approval of the Compensation Committee, the Board and the shareholders by special majority, in that order. In certain limited cases, the compensation of a new Chief Executive Officer who is not a director may be approved without approval of the shareholders.

C. Board Practices

Election of Directors

Our Articles of Association provide that our Board of Directors shall consist of not less than five and not more than nine directors as shall be determined from time to time by a majority vote at the general meeting of our shareholders. Our shareholders resolved to set the size of our Board of Directors at eight members, including two external directors.

Pursuant to our Articles of Association, each beneficial owner of 14% or more of our issued and outstanding ordinary shares is entitled to appoint, at each annual general meeting of our shareholders, one member to our Board of Directors, provided that a total of not more than four directors are so appointed. In the event that more than four qualifying beneficial owners notify us that they desire to appoint a member to our board of directors, only the four shareholders beneficially owning the greatest number of shares shall each be entitled to appoint a member to our Board of Directors. So long as our ordinary shares are listed for trading on NASDAQ, we may require that any such appointed director qualify as an "independent director" as provided in the NASDAQ rules then in effect. Our Board of Directors has the right to remove any such appointed director when the beneficial ownership of the shareholder who appointed such director falls below 14% of our issued and outstanding ordinary shares.

Our Articles of Association provide that a majority of the voting power at the annual general meeting of our shareholders will elect the remaining members of the board of directors, including external directors as required under the Companies Law. At any annual general meeting at which directors are appointed pursuant to the preceding paragraph, the calculation of the vote of any beneficial owner who appointed a director pursuant to the preceding paragraph shall not take into consideration, for the purpose of electing the remaining directors, ordinary shares constituting 14% of our issued and outstanding ordinary shares held by such appointing beneficial owner.

Each of our directors (except for external directors) serve, subject to early resignation or vacation of office in certain circumstances as set forth in our Articles of Association, until the adjournment of the next annual general meeting of our shareholders following the general meeting in which such director was elected. The holders of a majority of the voting power represented at a general meeting of our shareholders in person or by proxy will be entitled to (i) remove any director(s), other than external directors and directors appointed by beneficial holders of 14% or more of our issued and outstanding ordinary shares as set forth above, (ii) elect directors instead of directors so removed, or (iii) fill any vacancy, however created, in the board of directors. Our board of directors may also appoint additional directors, whether to fill a vacancy or in order to bring the total number of serving directors to the number determined by our shareholders. Such directors will serve until the next general meeting of our shareholders following such appointment.

Currently, no shareholder beneficially holding 14% or more of our issued and outstanding ordinary shares has exercised its right to appoint a director.

External Directors and Independent Directors

External Directors. Under the Israeli Companies Law, public companies are required to elect at least two external directors who must meet specified standards of independence. External directors may not have had during the two years preceding their appointment, directly or indirectly through a relative, partner, employer or controlled entity, any affiliation with (i) the company, (ii) those of its shareholders who are controlling shareholders at the time of appointment and/or their relatives, or (iii) any entity controlled by the company or by its controlling shareholders.

The term "affiliation" includes an employment relationship, a business or professional relationship maintained on a regular basis, control and services as an office holder. The term "controlling shareholder" is defined as a shareholder who has the ability to direct the activities of a company, other than if this power derives solely from the shareholder's position on the board of directors or any other position with the company. The definition also includes shareholders that hold 25% or more of the voting rights if no other shareholder holds more than 50% of the voting rights in the company.

In addition, an individual may not be appointed as an external director in a company that does not have a controlling shareholder, in the event that he has affiliation, at the time of his appointment, to the chairman, chief executive officer, a 5% shareholder or the chief financial officer. An individual may not be appointed as an external director if his relative, partner, employer, supervisor, or an entity he controls, has other than negligible business or professional relations with any of the persons with which the external director himself may not be affiliated.

No person can serve as an external director if the person's other positions or business creates or may create conflicts of interest with the person's responsibilities as an external director. Until the lapse of two years from termination of office, a company may not engage an external director as an employee or otherwise. If, at the time an external director is to be appointed, all current members of the board of directors, who are not controlling shareholders of the company or their relatives, are of the same gender, then at least one external director appointed must be of the other gender.

The Israeli Companies Law further requires that external directors have either financial and accounting expertise or professional competence, as determined by the company's board of directors. Under relevant regulations, a director having financial and accounting expertise is a person who, due to his or her education, experience and talents, is highly skilled in respect of, and understands, business and accounting matters and financial reports, in a manner that enables him or her to have an in-depth understanding of the company's financial information and to stimulate discussion in respect of the manner in which the financial data is presented. Under the regulations, a director having professional competence is a person who meets any of the following criteria: (i) has an academic degree in either economics, business administration, accounting, law or public administration; (ii) has a different academic degree or has completed higher education in an area relevant to the company's business or in an area relevant to his or her position; or (iii) has at least five years' experience in any of the following, or has a total of five years' experience in at least two of the following: (a) a senior position in the business management of a corporation with a substantial scope of business, (b) a senior public position or a senior position in public service, or (c) a senior position in the main field of the company's business.

At least one of the external directors is required to qualify as a financial and accounting expert, as determined by the board of directors. Our Board of Directors has determined that both Ms. Dafna Cohen and Dr. Zvi Lieber have “accounting and financial expertise” as defined by the Israeli Companies law.

External directors serve for an initial three-year term. The initial three-year term of service can be extended, at the election of a company subject to certain conditions, by two additional three-year terms. External directors will be elected by a majority vote at a shareholders’ meeting, provided that either the majority of shares voted at the meeting, including at least half of the shares held by non-controlling shareholders voted at the meeting, vote in favor; or the total number of shares held by non-controlling shareholders voted against does not exceed two percent of the aggregate voting rights in the company.

The term of office of external directors of Israeli companies traded on certain foreign stock exchanges, including the NASDAQ Global Select Market, may be further extended, indefinitely, in increments of additional three-year terms, in each case provided that, in addition to reelection in such manner described above, (i) the audit committee and subsequently the board of directors of the Company confirm that, in light of the external director’s expertise and special contribution to the work of the board of directors and its committees, the reelection for such additional period is beneficial to the Company, and (ii) prior to the approval of the reelection of the external director, the Company’s shareholders have been informed of the term previously served by such nominee and of the reasons why the board of directors and audit committee recommended the extension of such nominee’s term.

External directors can be removed from office only by the court or by the same special majority of shareholders that can elect them, and then only if the external directors cease to meet the statutory qualifications with respect to their appointment or if they violate their fiduciary duty to the company. The court may additionally remove external directors from office if they were convicted of certain offenses by a non-Israeli court or are permanently unable to fulfill their position.

An external director is entitled to compensation as provided in regulations adopted under the Companies Law and is otherwise prohibited from receiving any other compensation, directly or indirectly, in connection with such service.

The Companies Law requires external directors to submit to the company, prior to the date of the notice of the general meeting convened to elect the external directors, a declaration stating their compliance with the requirements imposed by Companies Law for the office of external director.

Our Board of Directors currently has two external directors under Israeli law: (i) Dr. Zvi Lieber, who was elected to serve as an external director in May 2014; and (ii) Ms. Dafna Cohen, who was elected to serve as an external director in December 2014.

Independent Directors. In general, NASDAQ Marketplace Rules require that the board of directors of a NASDAQ-listed company have a majority of independent directors, within the meaning of NASDAQ rules. Our Board of Directors has determined that six out of the eight members of our Board of Directors are independent directors under NASDAQ requirements.

Pursuant to the Israeli Companies Law, a director may be qualified as an independent director if such director is either (i) an external director; or (ii) a director that served as a board member less than nine years and the audit committee has approved that he or she meets the independence requirements of an external director. A majority of the members serving on the audit committee and the compensation committee must be independent under the Israeli Companies Law.

Chairman of the Board

Under the Companies Law, the Chief Executive Officer (referred to as a “general manager” under the Companies Law) or a relative of the Chief Executive may not serve as the chairman of the board of directors, and the chairman or a relative of the chairman may not be vested with authorities of the Chief Executive Officer without shareholder approval consisting of a majority vote of the shares present and voting at a shareholders meeting, provided that either:

- such majority includes at least two-thirds of the shares held by all shareholders who are not controlling shareholders and do not have a personal interest in such appointment, present and voting at such meeting; or
- the total number of shares of non-controlling shareholders and shareholders who do not have a personal interest in such appointment voting against such appointment does not exceed two percent of the aggregate voting rights in the company.

In addition, a person subordinated, directly or indirectly, to the Chief Executive Officer may not serve as the chairman of the board of directors; the chairman of the board may not be vested with authorities that are granted to those subordinated to the Chief Executive Officer; and the chairman of the board may not serve in any other position in the company or a controlled company, but he may serve as a director or chairman of a subsidiary.

In May 2015, our shareholders approved the service of the Chairman of our Board of Directors as the interim Chief Executive Officer for a period not exceeding one year. This dual office term shall can be extended for additional terms (each not to exceed three years), subject to shareholder approval.

Committees of the Board of Directors

Our Articles of Association provide that the Board of Directors may delegate its powers to committees of the Board of Directors as it deems appropriate, to the extent permitted by the Israeli Companies Law. All of the external directors must serve on our audit committee and compensation committee (including one external director serving as the chair of the audit committee and compensation committee), and at least one external director must serve on each other committee that may be established by our Board of Directors.

Audit Committee. Under the Israeli Companies Law, publicly traded companies must establish an audit committee. The audit committee must consist of at least three members, and must include all of the company’s external directors, including one external director serving as chair of the audit committee. A majority of an audit committee must be comprised of “independent directors” (as such term is defined in the Companies Law). The chairman of the board of directors, directors employed by, or that provide services on a regular basis to, the company or to a controlling shareholder or a company controlled by a controlling shareholder (or whose main livelihood depends on a controlling shareholder), any controlling shareholder and any relative of a controlling shareholder may not be a member of the audit committee. An audit committee may not approve an action or a transaction with an officer or director, a transaction in which an officer or director has a personal interest, a transaction with a controlling shareholder and certain other transactions specified in the Companies Law, unless at the time of approval two external directors are serving as members of the audit committee and at least one of the external directors was present at the meeting in which an approval was granted.

In addition, the NASDAQ Marketplace Rules require us to establish an audit committee comprised of at least three members, all of whom must be independent directors, each of whom is financially literate and satisfies the respective “independence” requirements of the Securities and Exchange Commission and NASDAQ and one of whom has accounting or related financial management expertise at senior levels within a company.

Our Audit Committee oversees (in addition to the Board) the accounting and financial reporting processes of our company and audits of our financial statements, including the integrity of our financial statements, compliance with legal and regulatory requirements, our independent auditors' qualifications, independence, compensation, and performance, and the performance of our internal audit function. Our Audit Committee is also required to determine if there are deficiencies in the business management of our company and in such event propose to our Board of Directors ways to correct such deficiencies, determine whether certain related party actions and transactions are "material" or "extraordinary" in connection with their approval procedures, approve related-party transactions as required by Israeli law, establish whistle blower procedures (including in respect of the protections afforded to whistle blowers). The Audit Committee may consult from time to time with our independent auditors and internal auditor with respect to matters involving financial reporting and internal accounting controls.

Our Audit Committee consists of Ms. Cohen, Mr. Halevy, Dr. Lieber, and Mr. Rafaeli. All of the members of our Audit Committee satisfy the respective "independence" requirements of the Securities and Exchange Commission, NASDAQ and Israeli law for audit committee members. Our Board of Directors has determined that both Ms. Cohen and Dr. Lieber qualify as Audit Committee financial experts, as required by the rules of the Securities and Exchange Commission and NASDAQ.

Compensation and Stock Option Committee. Under the Israeli Companies Law, publicly traded companies must establish a compensation committee, including an external director serving as chair of the compensation committee. The compensation committee must consist of at least three members, and must include all of the company's external directors. The additional members of the compensation committee must satisfy the criteria for remuneration applicable to the external directors.

Our Compensation and Stock Option Committee consists of Ms. Cohen, Dr. Lieber and Mr. Rafaeli. All of the members of our Compensation and Stock Option Committee are independent directors, within the meaning of NASDAQ rules and the Israeli Companies Law.

Under the Israeli Companies Law, the compensation committee is responsible for: (i) making recommendations to the Board of Directors with respect to the approval of the Executive Compensation Policy; (ii) providing the Board of Directors with recommendations with respect to any amendments or updates to the Executive Compensation Policy and periodically reviewing the implementation thereof; (iii) reviewing and approving arrangements with respect to the terms of office and employment of office holders; and (iv) determining whether or not to exempt a transaction with a candidate for chief executive officer from shareholder approval.

In addition, our Compensation and Stock Option Committee offers recommendations to the Board of Directors regarding equity compensations issues (with the Board also approving compensation of our executive officers), and administers our option plans, subject to general guidelines determined by our Board of Directors from time to time. The Compensation and Stock Option Committee also makes recommendations to our Board of Directors in connection with the terms of employment of our chief executive officer and all other executive officers.

Internal Audit

The Israeli Companies Law requires the board of directors of a public company to appoint an internal auditor nominated by the audit committee. The internal auditor must meet certain statutory requirements of independence. The role of the internal auditor is to examine, among other things, the compliance of the company's conduct with applicable law and orderly business practice. Our internal auditor, Mr. Bar Moshe, recently concluded his service in this position and we are currently in the process of replacing him.

Directors' Service Contracts

There are no arrangements or understandings with any of our directors providing for benefits upon termination of their employment or service as directors of our company or any of our subsidiaries, other than with our Chairman of the Board and interim CEO, Mr. Dov Baharav. Mr. Baharav's agreement with us stipulates that we may terminate his agreement prior to the end of its four year term by providing Mr. Baharav with two-month notice and an additional two months' salary.

Approval of Related Party Transactions under Israeli Law

Fiduciary Duties of Office Holders

The Israeli Companies Law codifies the fiduciary duties that “office holders,” including directors and executive officers, owe to a company. An office holder’s fiduciary duties consist of a duty of care and a duty of loyalty. The duty of care requires an office holder to act at a level of care that a reasonable office holder in the same position would employ under the same circumstances. This includes the duty to utilize reasonable means to obtain: (i) information regarding the business feasibility of a given action brought for his approval or performed by him by virtue of his position; and (ii) all other information of importance pertaining to the foregoing actions. The duty of loyalty requires that an office holder act in good faith and for the benefit of the company, including: (i) avoiding any conflict of interest between the office holder’s position in the company and any other position he holds or his personal affairs; (ii) avoiding any competition with the company’s business; (iii) avoiding exploiting any business opportunity of the company in order to receive personal gain for the office holder or others; and (iv) disclosing to the company any information or documents relating to the company’s affairs that the office holder has received by virtue of his position as an office holder.

Disclosure of Personal Interests of an Office Holder; Approval of Transactions with Office Holders

The Israeli Companies Law requires that an office holder promptly, and no later than the first board meeting at which such transaction is considered, disclose any personal interest that he or she may have and all related material information known to him or her and any documents in their possession, in connection with any existing or proposed transaction relating to our company. In addition, if the transaction is an extraordinary transaction, that is, a transaction other than in the ordinary course of business, other than on market terms, or likely to have a material impact on the company’s profitability, assets or liabilities, the office holder must also disclose any personal interest held by the office holder’s spouse, siblings, parents, grandparents, descendants, spouse’s descendants and the spouses of any of the foregoing (“relatives”), or by any corporation in which the office holder or a relative is a 5% or greater shareholder, director or general manager or in which he or she has the right to appoint at least one director or the general manager.

Under the Israeli Companies Law, all arrangements as to compensation of office holders who are not directors other than the chief executive officer require approval by both the compensation committee and the board of directors. The terms of office and employment of the chief executive officer and the directors require the approval of the compensation committee, the board of directors and shareholders. See also “Item 6.C—Board Practices; Compensation of Office Holders”.

Some other transactions, actions and arrangements involving an office holder (or a third party in which an office holder has an interest) must be approved by the board of directors or as otherwise provided for in a company’s articles of association, however, a transaction that is not for the benefit of the company may not be approved. In some cases, such a transaction must be approved by the audit committee and by the board of directors, and under certain circumstances shareholder approval may be required as well. Generally, in all matters in which a director has a personal interest he or she shall not be permitted to vote on the matter or be present in the meeting in which the matter is considered, except in case of a transaction that is not extraordinary or for the purpose of presenting the proposed transaction, if the chairman of the audit committee or board of directors (as applicable) determines it necessary. Should a majority of the audit committee or of the board of directors have a personal interest in the matter, then: (a) all of the directors are permitted to vote on the matter and attend the meeting at which the matter is considered; and (b) the matter requires approval of the shareholders at a general meeting.

Disclosure of Personal Interests of a Controlling Shareholder; Approval of Transactions with Controlling Shareholders

The disclosure requirements that apply to an office holder also apply to a transaction in which a controlling shareholder of the company has a personal interest. The Israeli Companies Law provides that extraordinary transactions with a controlling shareholder or in which a controlling shareholder has a personal interest, and agreements relating to employment and compensation of a controlling shareholder, generally require the approval of the audit committee (or with respect to terms of office and employment, the compensation committee), the board of directors and the shareholders. Shareholders' approval shall either include at least a half of the shares held by disinterested shareholders participating in the vote, or, alternatively, the total shareholdings of disinterested shareholders voting against the transaction must not represent more than two percent of the voting rights. Agreements relating to engagement or provision of services for a period exceeding three years, must generally be approved once every three years.

For these purposes, a shareholder that holds 25% or more of the voting rights in a company is considered a controlling shareholder if no other shareholder holds more than 50% of the voting rights.

Under the Companies Regulations (Relief regarding Related Party Transactions), 5760-2000, promulgated under the Israeli Companies Law, as amended, certain extraordinary transactions between a public company and its controlling shareholder(s) do not require shareholder approval. In addition, under such regulations, directors' compensation and employment arrangements in a public company do not require the approval of the shareholders if both the compensation committee and the board of directors agree that such arrangements are solely for the benefit of the company or if the directors' compensation does not exceed the maximum amount of compensation for external directors determined by applicable regulations. Also, employment and compensation arrangements for an office holder that is a controlling shareholder of a public company do not require shareholder approval if certain criteria are met. The foregoing exemptions from shareholder approval will not apply if one or more shareholders holding at least 1% of the issued and outstanding share capital of the company or of the company's voting rights, objects to the use of these exemptions, provided that such objection is submitted to the company in writing not later than fourteen days from the date of the filing of a report regarding the adoption of such resolution by the company. If such objection is duly and timely submitted, then the transaction or compensation arrangement of the directors will require shareholders' approval as detailed above.

The Israeli Companies Law provides that an acquisition of shares in a public company must be made by means of a tender offer if as a result of the acquisition a person would become a 25% or greater shareholder of the company. This rule does not apply if there is already another 25% or greater shareholder of the company. Similarly, the Israeli Companies Law provides that an acquisition of shares in a public company must be made by means of a tender offer if as a result of the acquisition a person would hold greater than a 45% interest in the company, unless there is another shareholder holding more than a 45% interest in the company. These requirements do not apply if (i) in general, the acquisition was made in a private placement that received shareholder approval, (ii) was from a 25% or greater shareholder of the company which resulted in the acquirer becoming a 25% or greater shareholder of the company, if there is not already a 25% or greater shareholder of the company, or (iii) was from a shareholder holding a 45% interest in the company which resulted in the acquirer becoming a holder of a 45% interest in the company if there is not already a 45% or greater shareholder of the company.

If, as a result of an acquisition of shares, a person will hold more than 90% of a public company's outstanding shares or a class of shares, the acquisition must be made by means of a full tender offer for all of the outstanding shares or a class of shares. If less than 5% of the outstanding shares are not tendered in such full tender offer, all of the outstanding shares or class of shares will be transferred to the acquirer. The Israeli Companies Law provides for appraisal rights if any shareholder files a request in court within six months following the consummation of a full tender offer. However, the acquirer may stipulate in the tender offer that any shareholder tendering his shares will not be entitled to appraisal rights. If more than 5% of the outstanding shares are not tendered in the tender offer, then the acquirer may not acquire shares in the tender offer that will cause his shareholding to exceed 90% of the outstanding shares.

Exemption, Indemnification and Insurance of Directors and Officers

Under the Israeli Companies Law, a company may not exempt an office holder from liability with respect to a breach of his fiduciary duty, but may exempt in advance an office holder from his liability to the company, in whole or in part, with respect to a breach of his duty of care. However, a company may not exculpate in advance a director from his or her liability to the company with respect to a breach of his duty of care in connection with distributions (as defined in the Companies Law) or for such breaches as listed below.

Pursuant to the Companies Law, a company may indemnify an office holder against: (i) a financial obligation imposed on him in favor of another person by a court judgment, including a compromise judgment or an arbitrator's award approved by court; (ii) reasonable litigation expenses, including attorney's fees, expended by the office holder as a result of an investigation or proceeding instituted against him by a competent authority, provided that such investigation or proceeding concluded without the filing of an indictment against him and either (A) concluded without the imposition of any financial liability in lieu of criminal proceedings or (B) concluded with the imposition of a financial liability in lieu of criminal proceedings but relates to a criminal offense that does not require proof of criminal intent; and (iii) expenses, including reasonable litigation expenses and legal fees, incurred by an office holder as a result of a proceeding instituted against such office holder in relation to (A) infringements that may impose financial sanction pursuant to the provisions of Chapter H'3 under the Israeli Securities Law, 1968, or the Securities Law, or (B) administrative infringements pursuant to the provisions of Chapter H'4 under the Securities Law, or (C) infringements pursuant to the provisions of Chapter I'1 under the Securities Law.

The indemnification of an office holder must be expressly allowed in the articles of association, under which the company may (i) undertake in advance to indemnify its office holders with respect to categories of events that can be foreseen at the time of giving such undertaking and up to an amount determined by the board of directors to be reasonable under the circumstances, or (ii) provide indemnification retroactively at amounts deemed to be reasonable by the board of directors.

A company may also procure insurance for an office holder's liability in consequence of an act performed in the scope of his office, in the following cases: (i) a breach of the duty of care of such office holder, (ii) a breach of the fiduciary duty, only if the office holder acted in good faith and had reasonable grounds to believe that such act would not be detrimental to the company, or (iii) a monetary obligation imposed on the office holder for the benefit of another person. Subject to the provisions of the Companies Law and the Securities Law, a company may also enter into a contract for procurement of insurance for an office holder for (a) expenses, including reasonable litigation expenses and legal fees, incurred by the office holder as a result of a proceeding instituted against such office holder in relation to (A) infringements that may impose financial sanction pursuant to the provisions of Chapter H'3 under the Securities Law or (B) administrative infringements pursuant to the provisions of Chapter H'4 under the Securities Law or (C) infringements pursuant to the provisions of Chapter I'1 under the Securities Law and (b) payments made to the injured parties of such infringement under Section 52ND(a)(1)(a) of the Securities Law.

A company may not indemnify an office holder against, nor enter into an insurance contract which would provide coverage for, any monetary liability incurred as a result of any of the following:

- a breach by the office holder of his fiduciary duty unless the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company;
- a breach by the office holder of his duty of care if such breach was done intentionally or recklessly;
- any act or omission done with the intent to derive an illegal personal gain; or
- any fine or penalty levied against the office holder as a result of a criminal offense.

Under the Companies Law, exemption and indemnification of, and procurement of insurance coverage for, a company's office holders, must be approved under the same terms that apply to approval of the terms of office and employment of the office holders. For more information, see Item 6.B - "Directors, Senior Management and Employees – Compensation of Directors and Officers".

Our Articles of Association allow us to exempt any office holder to the maximum extent permitted by law, before or after the occurrence giving rise to such exemption. Our Articles of Association also provide that we may indemnify any office holder, to the maximum extent permitted by law, against any liabilities he or she may incur in such capacity, limited with respect (i) to the categories of events that can be foreseen in advance by our Board of Directors when authorizing such undertaking and (ii) to the amount of such indemnification as determined retroactively by our Board of Directors to be reasonable in the particular circumstances. Similarly, we may also agree to indemnify an office holder for past occurrences, whether or not we are obligated under any agreement to provide such indemnification. Our Articles of Association also allow us to procure insurance covering any past or present officer holder against any liability which he or she may incur in such capacity, to the maximum extent permitted by law. Such insurance may also cover the company for indemnifying such office holder. We have obtained directors' and officers' liability insurance covering our officers and directors and those of our subsidiaries for certain claims. In addition, we have provided our directors and officers with letters providing them with exemption and indemnification to the fullest extent permitted under Israeli law.

Israeli Securities Authority Administrative Enforcement

Under the Israeli Securities Law, the Israeli Securities Authority, or ISA, may take certain administrative enforcement actions against a company or a person, including a director, officer or shareholder of a company, if performing certain transgressions designated in the Securities Law.

The Securities Law also requires that the chief executive officer of a company supervise and take all reasonable measures to prevent the company or any of its employees from breaching certain provisions of the Israeli Securities Law. The chief executive officer is presumed to have fulfilled such supervisory duty if the company adopts internal enforcement procedures designed to prevent such breaches, appoints a representative to supervise the implementation of such procedures and takes measures to correct the breach and prevent its reoccurrence. The ISA is authorized to impose fines on any person or company breaching certain provisions designated under the Companies Law.

We have adopted several codes and policies, which contain various corporate governance principles, including a Code of Ethics (which includes Whistle Blower procedures), Insider Trading Policy and a Policy Prohibiting Bribery and Corruption, all of which are available on our website at www.gilat.com. See "Item 16B – Code of Ethics".

D. Employees

As of December 31, 2015, we had 1,037 full-time employees, including 280 employees in engineering, research and development, 436 employees in manufacturing, operations and technical support, 91 employees in marketing and sales, 144 employees in administration and finance and 86 in other departments. Of these employees, 303 were based in our facilities in Israel, 100 were employed in the U.S., 408 were employed in Latin America and 226 were employed in Asia, the Far East and other parts of the world. These numbers reflect increase in headcount since December 31, 2014 of 101 employees worldwide.

As of December 31, 2014, we had 936 full-time employees, including 277 employees in engineering, research and development, 423 employees in manufacturing, operations and technical support, 93 employees in marketing and sales, 97 employees in administration and finance and 46 in other departments. Of these employees, 328 were based in our facilities in Israel, 109 were employed in the U.S., 268 were employed in Latin America and 231 were employed in Asia, the Far East and other parts of the world. These numbers reflect a decrease in headcount since December 31, 2013 of 45 employees worldwide.

As of December 31, 2013, we had 981 full-time employees, including 270 employees in engineering, research and development, 389 employees in manufacturing, operations and technical support, 115 employees in marketing and sales, 160 employees in administration and finance and 47 in other departments. Of these employees, 346 were based in our facilities in Israel, 126 were employed in the U.S., 287 were employed in Latin America and 222 were employed in Asia, the Far East and other parts of the world. These numbers reflect a decrease in headcount since December 31, 2012 of 76 employees worldwide.

We also utilize temporary employees, as necessary, to supplement our manufacturing and other capabilities.

We provide our employees around the world with fringe benefits in accordance with applicable law. With respect to our employees in Israel, we are subject to various Israeli labor laws and labor practices. Recent rulings by Israel's National Labor Court and changes to Israel's largest labor union's bylaws substantially facilitate the organization of a labor union in companies in Israel. We and our employees are not parties to any collective bargaining agreements and our employees are not represented by any labor union. However, certain provisions of the collective bargaining agreements between the Histadrut (General Federation of Labor in Israel) and the Coordination Bureau of Economic Organizations (including the Manufacturers' Association of Israel) are applicable to all Israeli employees by order of the Israeli Minister of Economy. These provisions principally concern the length of the work day and the work week, minimum wages for workers, contributions to a pension fund, insurance for work-related accidents, procedures for dismissing employees, determination of severance pay and other conditions of employment. These provisions are modified from time to time.

Israeli law generally requires severance pay upon termination, resignation in certain instances or death of an employee. Our ongoing severance obligations are partially funded by making monthly payments to approved severance funds or insurance policies, with the remainder accrued as a long-term liability in our consolidated financial statements. In addition, Israeli employees and employers are required to pay specified amounts to the National Insurance Institute, which is, in essence, parallel to the U.S. Social Security Administration. Our permanent employees are generally covered by life and pension insurance policies providing customary benefits to employees, including retirement and severance benefits.

Our U.S. subsidiaries sponsor a retirement plan for eligible employees. Their 401(k) Plan is a "safe harbor" 401(k) Plan and allows eligible employees to defer compensation up to the maximum amount allowed under the current Internal Revenue Code. As a "safe harbor plan, our US subsidiaries must make a mandatory contribution to the 401(k) Plan to satisfy certain nondiscrimination requirements under the Internal Revenue Code. This mandatory contribution is made to all eligible employees.

E. Share Ownership

Beneficial Ownership of Executive Officers and Directors

Except for Mr. Dov Baharav, none of our directors and executive officers beneficially owns more than 1% of our outstanding shares. Mr. Baharav beneficially owns approximately 2.3% of our ordinary shares, consisting of 849,182 ordinary shares and options to purchase 162,500 ordinary shares exercisable within 60 days from the date of this Annual Report. Additionally, Mr. Ishay Davidi shares voting and dispositive power with Shira and Ishay Davidi Management Ltd. with respect to the shares held by the FIMI Funds, and he controls Shira and Ishay Davidi Management Ltd. as described in Item 7A – "Major Shareholders and Related Party Transactions" – "Major Shareholders".

As of December 31, 2015, our directors and executive officers as a group (18 persons) held options to purchase 1,183,000 of our ordinary shares under our share options plans (described below), exercisable at a weighted average exercise price of \$5.06 per share with expiration dates ranging from December 2017 to November 2021.

Option Plans

2003 Share Option Plan

In September 2003, we adopted the 2003 Share Option Plan (Incentive and Restricted Share Options), or the 2003 ISO/RSO Plan and the Section 102 Share Option Plan 2003, and together, the "2003 Plans", for grant of options to our officers, directors, employees or service providers or any of the employees or service providers of our subsidiaries. The 2003 Plans expired in June 2013.

As of December 31, 2015, options to purchase a total of 55,500 ordinary shares at an exercise price of \$3.77 per share were outstanding under the 2003 Plans (all of which were exercised since December 31, 2015) and options to purchase 2,600,950 ordinary shares had been exercised.

As of the date hereof, there are no outstanding options under the 2003 Plans.

2005 Share Incentive Plan

In December 2005, our shareholders adopted the 2005 Share Incentive Plan, or the 2005 Plan, for grant of options and RSUs to our officers, directors, employees or service providers or any of the employees or service providers of our subsidiaries (including Section 102 sub-plan adopted in 2008 to enable qualified optionees certain tax benefits under the Israeli Income Tax Ordinance). The 2005 Plan expired in December 2012 although there are still RSUs outstanding under the 2005 Plan.

As of December 31, 2015, a total of 2,250 RSUs were outstanding under the 2005 Plan, and 1,350,722 ordinary shares were issued as a result of RSUs vesting under the 2005 Plan. All options granted under the 2005 Plan were canceled or expired without being exercised.

The options and RSUs granted under the 2005 Plan generally vested or vest quarterly or annually over a four-year period (15%, 25%, 30% and 30% each year, respectively).

2008 Share Incentive Plan

In October 2008, our Board of Directors adopted the 2008 Share Incentive Plan, or the 2008 Plan, for issuance of options, RSUs and other forms of equity based awards to our and our subsidiaries' directors, officers, consultants and employees. The term of the 2008 Plan had been extended by an additional ten year period, commencing October 2015. Our Board of Directors also adopted a sub-plan to enable qualified optionees certain tax benefits under the Israeli Income Tax Ordinance. Following increases approved by our Board of Directors, the total number of ordinary shares reserved for issuance of options under the 2008 Plan is 4.5 million shares. As of December 31, 2015, we have granted options to purchase 2,501,676 ordinary shares under the 2008 Plan (excluding options that were granted and cancelled), pursuant to which 1,056,076 ordinary shares have been issued as of December 31, 2015. The exercise prices for the outstanding options range from \$3.00 to \$7.01 and such options expire at various times from December 2017 to November 2021. As of December 31, 2015, we have granted 1,366,436 RSUs under the 2008 Plan (excluding RSUs that were granted and canceled), pursuant to which, 1,124,486 ordinary shares have been issued as of December 31, 2015.

The term of the options granted under the 2005 and 2008 Plans is six or seven years, depending on the terms of the specific plan and grant letter.

The RSUs and options granted under the 2008 Plan to our executives generally vest quarterly or annually over a four-year period (15%, 25%, 30% and 30% each year, respectively). The options granted under the 2008 Plan to our directors generally vest ratably each quarter over a three-year period except in the case of the grant to our Chairman of the Board of Directors, in which the options vest ratably each quarter over a four-year period.

The purpose of the 2003, 2005 and 2008 Plans, referred to together as the Plans, is to enable us to attract and retain qualified persons as employees, officers, directors, consultants and advisors and to motivate such persons by providing them with an equity participation in our company. The Section 102 Plans are designed to afford qualified optionees certain tax benefits under the Israeli Income Tax Ordinance.

The Plans are administered by the Compensation and Stock Option Committee appointed by our Board of Directors. The Compensation and Stock Option Committee recommends to our Board, or in case of office holders, approves, the persons entitled to receive options and RSUs, the terms and conditions on which options or rights to purchase are granted and the number of shares subject thereto. The grants of options and RSUs are approved by our Board.

Options issued pursuant to the Plans may be granted to our and our subsidiaries' directors, officers, consultants and employees. The exercise price of incentive share options issued pursuant to the Plans must be not less than the closing price of our ordinary shares on NASDAQ on the date of grant of the options or, if the closing price is not quoted on such date, on the preceding trading day.

Options are exercisable and restrictions on disposition of shares lapse according to the terms of the applicable plan and of the individual agreements under which such options were granted or awards issued.

ITEM 7: MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

Major Shareholders

The following table sets forth certain information regarding the beneficial ownership of our ordinary shares, as of March 21, 2016, by:

- each person who we believe beneficially owns 5% or more of our outstanding ordinary shares, and
- all of our directors and executive officers as a group.

Beneficial ownership of shares is determined under rules of the SEC and generally includes any shares over which a person exercises sole or shared voting or investment power. The percentage ownership of each such person is based on the number of ordinary Shares outstanding as of March 21, 2016 and includes the number of ordinary shares underlying options and RSUs that are exercisable within sixty (60) days from the date of March 21, 2016. Ordinary Shares subject to these options and RSUs are deemed to be outstanding for the purpose of computing the ownership percentage of the person holding these options and RSUs, but are not deemed to be outstanding for the purpose of computing the ownership percentage of any other person. The information in the table below is based on 44,434,247 Ordinary Shares outstanding as of March 21, 2016. Each of our outstanding ordinary shares has identical rights in all respects. The information in the table below with respect to the beneficial ownership of shareholders is based on the public filings of such shareholders with the SEC through March 21, 2016 and information provided to us by such shareholders.

Name	Number of Shares	Percent
FIMI Funds (1).	15,042,672	33.8%
Itshak Sharon (Tshuva) (2)	5,222,218	11.8%
Mivtah Shamir Holdings Ltd. (3)	4,398,256	9.9%
Meitav Dash Investments Ltd. (4)	2,365,786	5.3%
All directors and executive officers as a group (18 persons) (5)	1,347,521	3.0%

- (1) Based on a Schedule 13D/A filed on December 4, 2014 with the SEC and information provided to the Company, FIMI Opportunity IV, L.P., FIMI Israel Opportunity IV, Limited Partnership (the "FIMI IV Funds"), FIMI Opportunity V, L.P., FIMI Israel Opportunity Five, Limited Partnership (the "FIMI V Funds" and together with the FIMI IV Funds, the "FIMI Funds"), FIMI IV 2007 Ltd., FIMI FIVE 2012 Ltd., Shira and Ishay Davidi Management Ltd. and Mr. Ishay Davidi share voting and dispositive power with respect to the 15,042,672 shares held by the FIMI Funds. FIMI IV 2007 Ltd. is the managing general partner of the FIMI IV Funds. FIMI FIVE 2012 Ltd. is the managing general partner of the FIMI V Funds. Shira and Ishay Davidi Management Ltd. controls FIMI IV 2007 Ltd. and FIMI FIVE 2012 Ltd. Mr. Ishay Davidi controls Shira and Ishay Davidi Management Ltd. and is the Chief Executive Officer of all the entities listed above. These holdings include options to purchase 100,000 ordinary shares held by FIMI IV 2007 Ltd., which are currently exercisable or are exercisable within 60 days of the date hereof granted to it by our company in connection with the service of its executives, Ishay Davidi and Amiram Boehm, as members of our Board. The principal business address of each of the above entities and of Mr. Davidi is c/o FIMI IV 2007 Ltd., Electra Tower, 98 Yigal Alon St., Tel-Aviv 6789141, Israel.
- (2) Based on a Schedule 13G/A filed on June 2, 2015 with the SEC by Itshak Sharon (Tshuva), Delek Group Ltd. and The Phoenix Holding Ltd and other information provided to us by such shareholders. The ordinary shares are beneficially owned by various direct or indirect, majority or wholly-owned subsidiaries of the Phoenix Holding Ltd. ("the Subsidiaries"). The Subsidiaries manage their own funds and/or the funds of others, including for holders of exchange-traded notes or various insurance policies, members of pension or provident funds, unit holders of mutual funds, and portfolio management clients. Each of the Subsidiaries operates under independent management and makes its own independent voting and investment decisions. The Phoenix Holding Ltd. is a majority-owned subsidiary of Delek Group Ltd. The majority of Delek Group Ltd.'s outstanding share capital and voting rights are owned, directly and indirectly, by Itshak Sharon (Tshuva) through private companies wholly-owned by him, and the remainder is held by the public. The principal business address of Itshak Sharon (Tshuva) and Delek Investments and Properties Ltd. is 7 Giborei Israel Street, P.O.B. 8464, Netanya, 4250407, Israel. The principal business address of the Phoenix Holding Ltd. is Derech Hashalom 53, Givataim, 5345433, Israel.

- (3) Based on a Schedule 13G/A filed on December 15, 2015 by Mivtah Shamir Holdings Ltd. The principal office of Mivtah Shamir Holdings Ltd. is 27 Habarzel Street, Tel-Aviv.
- (4) Based on a Schedule 13G filed on January 6, 2016, Meitav Dash Investments Ltd. ("Meitav") is controlled by: (1) BRM Group Ltd. ("BRM Group") which holds Meitav's shares through BRM Finance Ltd., a wholly owned subsidiary of BRM Group. The shareholders of BRM Group are Messrs. Eli Barkat, Nir Barkat (Messrs. Eli Barkat and Nir Barkat are brothers) and Yuval Rakavy, each holds 33.3% through his controlled companies; and (2) Mr. Zvi Stepak who holds Meitav's shares through Maya Holdings (Ye'elim) Ltd. ("Maya holdings") a company which he controls and Nili (Amir) Holdings Ltd. (a wholly owned subsidiary of Maya Holdings). Meitav holds 2,365,786 ordinary shares as follows: (i) 518,882 ordinary shares owned by Mutual Funds of Meitav Dash Investments LTD group; (ii) 1,228,438 ordinary shares owned by Provident Funds of Meitav Dash Investments LTD group; (iii) 570,271 ordinary shares owned by ETFs of Meitav Dash Investments LTD group, and (iv) 48,195 ordinary shares owned by the Portfolio Management of Meitav Dash Investments LTD group. The principal business address of Meitav is 30 Derekh Sheshet Ha-yamim, Bene-Beraq, Israel.
- (5) As of March 21, 2016 all directors and executive officers as a group (18 persons) held 495,832 options that are vested or that vest within 60 days of March 21, 2016.

Significant Changes in the Ownership of Major Shareholders

As of March 28, 2014, our major shareholders were FIMI Funds, holding 9,817,990 ordinary shares (approximately 23.2% ownership), York, holding 6,015,530 ordinary shares (approximately 14.2% ownership), and Itshak Sharon (Tshuva), holding 2,553,792 ordinary shares (approximately 6% ownership).

As of March 26, 2015, our major shareholders were FIMI Funds, holding 15,017,672 ordinary shares (approximately 34.9% ownership), Itshak Sharon (Tshuva), holding 3,904,874 ordinary shares (approximately 9.1% ownership), Meitav Dash Investments Ltd., holding 2,720,162 ordinary shares (approximately 6.3% ownership) and Mivtah Shamir Holdings Ltd. holding 2,216,944 ordinary shares (approximately 5.2% ownership).

As of March 21, 2016, our major shareholders were FIMI Funds, beneficially owning 15,042,672 ordinary shares (approximately 33.8% ownership), Itshak Sharon (Tshuva), beneficially owning 5,222,218 ordinary shares (approximately 11.8% ownership), Mivtah Shamir Holdings Ltd. beneficially owning 4,398,256 ordinary shares (approximately 9.9% ownership) and Meitav Dash Investments Ltd. beneficially owning 2,365,786 ordinary shares (approximately 5.3% ownership).

Major Shareholders Voting Rights

The voting rights of our major shareholders do not differ from the voting rights of other holders of our ordinary shares, except to the extent that they hold more than 14% and as such, they will have a right to appoint a director, subject to certain conditions set forth in our Articles of Association.

Record Holders

Based on a review of the information provided to us by our transfer agent, as of March 17, 2016, there were 77 holders of record of our ordinary shares, of which 53 record holders holding approximately 90.5% of our ordinary shares had registered addresses in the U.S. These numbers are not representative of the number of beneficial holders of our shares nor is it representative of where such beneficial holders reside since many of these ordinary shares were held of record by brokers or other nominees, including CEDE & Co., the nominee for the Depository Company (the central depository for the U.S. brokerage community), which held approximately 90.4% of our outstanding ordinary shares as of said date.

B. Related Party Transactions.

Since 2014, our Board of Directors approved that we enter into several agreements for the purchase of infrastructure, construction and services from C. Mer Industries Ltd., or C. Mer, for an aggregate amount of approximately \$13.8 million. FIMI holds approximately 30% of C. Mer's share capital and our director, Ishay Davidi, is also a member of the board of directors of C. Mer. These transactions were approved by our Audit Committee and Board of Directors in accordance with the requirements of the Israeli Companies Law.

C. Interests of Experts and Counsel.

Not applicable.

ITEM 8: FINANCIAL INFORMATION

A. Consolidated Statements

See the consolidated financial statements, including the notes thereto, and the exhibits listed in Item 18 hereof and incorporated herein by this reference.

Export Sales

For information on our revenues breakdown for the past three years, see Item 5: "Operating and Financial Review and Prospects."

Legal Proceedings

We are a party to various legal proceedings incident to our business. Except as noted below, there are no material legal proceedings pending or, to our knowledge, threatened against us or our subsidiaries, and we are not involved in any legal proceedings that our management believes, individually or in the aggregate, would have a material adverse effect on our business, financial condition or operating results.

In 2003, the Brazilian tax authority filed a claim against our subsidiary in Brazil, SPC International Ltda, (an inactive company), for the payment of taxes allegedly due by the subsidiary. In January 2004 and December 2005, the subsidiary filed its administrative defense, which was denied by the first and second level Brazilian courts, respectively. In September 2006, our subsidiary filed an annulment action seeking judicial cancellation of the claim. In May 2009, the subsidiary received notice of the court's first level decision, which cancelled a significant portion of the claim, but upheld two items of the assessment. Under this decision, the subsidiary's principal liability was reduced to approximately \$1.5 million. This decision was appealed by both the subsidiary and the Brazilian tax authority. In June 2012, the São Paulo Court of Appeals ruled against the inactive subsidiary, accepting the claims of the Brazilian tax authority. In September 2012, the subsidiary filed an appeal to the Brazilian Superior Court of Justice with respect to most of the items of the claim, and to the Brazilian Supreme Court with respect to a small portion of the claim. In October 2014, the appeals were not admitted by the São Paulo Court of Appeals and our subsidiary filed appeals on such decision with the Superior Court of Justice. In February and in March 2016, the Superior Court ruled against the subsidiary in a final decision. As of December 31, 2015, the total amount of this claim, including interest, penalties and legal fees is approximately \$7 million, of which approximately \$1 million is the principal. The Brazilian tax authorities initiated foreclosure proceedings against the subsidiary and certain of its former managers. Pursuant to court's decision published in March 2016, the foreclosure proceedings against the former managers were cancelled. The tax authorities are expected to appeal such decision. Based on Brazilian external counsel's opinion, we believe that the inclusion of any additional co-obligors in the tax foreclosure certificate should be barred due to the applicable statute of limitations. Based on such opinion of counsel, we believe that the foreclosure procedures legally cannot be redirected to other group entities and managers who have not been cited in the foreclosure certificate. Accordingly, we believe that the chances that such redirection will lead to a loss recognition are remote.

In October 2014, our Peruvian subsidiary applied to the Chamber of Commerce of Lima, Peru for initiation of arbitration proceedings against the Ministry of Transport and Communications of Peru and FITEL. The arbitration is related to the FITEL projects awarded to the subsidiary in 2000-2001. Under these projects, our subsidiary has provided fixed public telephony services in rural areas of Peru. Our subsidiary's main claim is related to damages caused to it by the promotion of mobile telephony in such areas by the Peruvian government. The arbitral tribunal was established and our subsidiary filed its detailed statement of claim in April 2015, which was followed by a response statement of the Ministry of Transport and Communications of Peru and FITEL in July 2015 supported by a statement by Osiptel, the Peruvian regulator of telecommunications.

We are also a party to various regulatory proceedings incident to our business. To the knowledge of our management, none of such proceedings is material to us or to our subsidiaries.

Dividend Policy

We have never paid cash dividends on our ordinary shares and do not anticipate paying any cash dividends in the foreseeable future. Israeli law limits the distribution of cash dividends to the greater of retained earnings or earnings generated over the two most recent years, in either case provided that we reasonably believe that the dividend will not render us unable to meet our current or foreseeable obligations when due. Notwithstanding the foregoing, dividends may be paid with the approval of a court, provided that there is no reasonable concern that such dividend distribution will prevent the company from satisfying its current and foreseeable obligations, as they become due. In the event we declare dividends in the future, we will pay those dividends in NIS. Because exchange rates between NIS and the dollar fluctuate continuously, a U.S. shareholder will be subject to currency fluctuation between the date when the dividends are declared and the date the dividends are paid.

B. Significant Changes

Not applicable.

ITEM 9: THE OFFER AND LISTING

A. Offer and Listing Details

Annual Share Price Information

The following table sets forth, each of the years indicated, the high and low market prices of our ordinary shares on the NASDAQ Global Select Market and the TASE.

Year	NASDAQ		TASE	
	High	Low	High	Low
2011	\$ 5.89	\$ 3.04	\$ 5.94	\$ 3.10
2012	\$ 5.60	\$ 2.31	\$ 5.61	\$ 2.40
2013	\$ 6.20	\$ 4.09	\$ 6.00	\$ 4.05
2014	\$ 5.71	\$ 4.50	\$ 5.68	\$ 4.45
2015	\$ 7.07	\$ 3.11	\$ 6.93	\$ 3.09

Quarterly Share Price Information

The following table sets forth, for each of the full financial quarters in the years indicated the high and low market prices of our ordinary shares on the NASDAQ Global Select Market and the TASE:

	NASDAQ		TASE	
	High	Low	High	Low
2014				
First quarter	\$ 5.71	\$ 4.60	\$ 5.68	\$ 4.55
Second quarter	\$ 5.11	\$ 4.50	\$ 5.24	\$ 4.45
Third quarter	\$ 5.13	\$ 4.51	\$ 5.17	\$ 4.51
Fourth quarter	\$ 5.18	\$ 4.65	\$ 5.18	\$ 4.57
2015				
First quarter	\$ 6.10	\$ 4.42	\$ 6.23	\$ 4.39
Second quarter	\$ 7.07	\$ 5.23	\$ 6.93	\$ 5.21
Third quarter	\$ 5.75	\$ 3.36	\$ 5.88	\$ 3.31
Fourth quarter	\$ 4.06	\$ 3.11	\$ 4.10	\$ 3.09
2016				
First quarter (through March 20, 2016)	\$ 4.38	\$ 3.28	\$ 4.45	\$ 3.22

Monthly Share Price Information

The following table sets forth, for the most recent six months, the high and low market prices of our ordinary shares on the NASDAQ Global Select Market and the TASE:

	NASDAQ		Tel Aviv Stock Exchange	
	High	Low	High	Low
October 2015	\$ 3.85	\$ 3.41	\$ 3.88	\$ 3.41
November 2015	\$ 4.06	\$ 3.11	\$ 4.10	\$ 3.09
December 2015	\$ 3.96	\$ 3.30	\$ 4.03	\$ 3.26
January 2016	\$ 3.60	\$ 3.28	\$ 3.70	\$ 3.22
February 2016	\$ 4.02	\$ 3.51	\$ 4.03	\$ 3.43
March 2016 (through March 20, 2016)	\$ 4.38	\$ 3.84	\$ 4.45	\$ 3.81

B. Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares are listed on the NASDAQ Global Select Market under the symbol "GILT" and are also traded on the TASE.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expense of the Issue

Not applicable.

ITEM 10: ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

Set out below is a description of certain provisions of our Articles of Association and of the Israeli Companies Law related to such provisions. This description is only a summary and does not purport to be complete and is qualified by reference to the full text of the Articles of Association, which are incorporated by reference as exhibits to this annual report, and to Israeli law.

Registration and Purposes

We are an Israeli public company registered with the Israel companies register, registration No. 52-003893-6.

Under the Companies Law, a company may define its purposes as to engage in any lawful business and may broaden the scope of its purposes to the grant of reasonable donations for any proper charitable cause, even if the basis for any such donation is not dependent upon business considerations. Our Articles of Association provide that our purpose is to engage in any business permitted by law and that we can also grant reasonable donations for any proper charitable cause.

Powers of the Directors

Under the provisions of the Israeli Companies Law and our Articles of Association, a director cannot vote on a proposal, arrangement or contract in which he or she has a personal interest, nor attend a meeting during which such transaction is considered, except in event of a transaction that is not extraordinary or for the purpose of presenting the proposed transaction, if the chairman of the audit committee or board of directors (as applicable) determines it necessary. In addition, the terms of office and employment of the directors require the approval of the compensation committee, the board of directors and shareholders. For more information regarding the requirements for approval of certain transactions, see Item 6B - "Directors, Senior Management and Employees – "Compensation of Directors and Officers".

Rights Attached to Ordinary Shares

Our authorized share capital consists of 90,000,000 ordinary shares, nominal value NIS 0.2 per share. All outstanding ordinary shares are validly issued and fully paid. Certain rights attached to the ordinary shares are as described below.

Voting Rights. Holders of ordinary shares have one vote for each ordinary share held on all matters submitted to a vote of shareholders. Shareholders may vote in person or by proxy. These voting rights may be affected by the grant of any special voting rights to the holders of a class of shares with preferential rights that may be authorized in the future by the shareholders.

Dividend and Liquidation Rights; Rights to Shares in our Company's Profits. Our ordinary shares are entitled to the full amount of any cash or share dividend declared, in proportion to the paid up nominal value of their respective holdings. In the event of liquidation, after satisfaction of liabilities to creditors, our assets will be distributed to the holders of our ordinary shares in proportion to the paid up nominal value of their respective holdings. Such rights may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future by the shareholders.

Generally, pursuant to the Israeli Companies Law, the decision to distribute dividends and the amount to be distributed, whether interim or final, is made by the board of directors. Accordingly, under our Articles of Association, our Board of Directors has the authority to determine the amount and time for payment of interim dividends and final dividends.

Under the Israeli Companies Law, dividends may be paid only out of a company's net profits for the two years preceding the distribution of the dividends, or from accumulated retained earnings, calculated in the manner prescribed in the Israeli Companies Law. Pursuant to the Israeli Companies Law, in any distribution of dividends, our Board of Directors is required to determine that there is no reasonable concern that the distribution of dividends will prevent our company from meeting our existing and foreseeable obligations as they become due. Our Articles of Association provide that no dividends shall be paid otherwise than out of our profits and that any such dividend shall carry no interest. In addition, upon the recommendation of our Board of Directors, approved by the shareholders, we may cause dividends to be paid in kind.

Our shareholders have the right to share in our profits distributed as a dividend and any other permitted distribution, if any.

Annual and Special General Meetings

Record Date for General Meeting

Under the regulations promulgated under the Israeli Companies Law, for the purpose of a shareholder vote, the record date for companies traded outside of Israel, such as our company, can be set between four and 40 days before the date of the meeting.

Notice of General Meetings; Omission to Give Notice

The Companies Law provides that a company whose shares are traded on an exchange must give notice of a general meeting to its shareholders of record at least 21 days, and in certain instances at least 35 days, prior to the meeting, unless the company's articles of association provide that a notice need not be sent. Accordingly, our Articles of Association provide that not less than 21 days' prior notice shall be given to shareholders of record of every general meeting of shareholders. It further provides that notice of a general meeting of shareholders shall be given in accordance with any law and otherwise as the Board of Directors may determine. In addition, our Articles of Association provide that no shareholder present, in person or by proxy, at the commencement of a general meeting of shareholders shall be entitled to seek the revocation of any proceedings or resolutions adopted at such general meeting of shareholders on grounds of any defect in the notice of such meeting relating to the time or the place thereof.

Annual General Meetings and Special General Meetings

Under the Israeli Companies Law, an annual meeting of the shareholders should be held once in every calendar year and not more than 15 months from the last annual meeting. The Israeli Companies Law provides that a special meeting of shareholders must be called by the board of directors upon the written request of (i) two directors, (ii) one-fourth of the serving directors, (iii) one or more shareholders who hold(s) at least five percent of the issued share capital and at least one percent of the voting power of the company, or (iv) one or more shareholders who have at least five percent of the voting power of the company. Within 21 days of receipt of such demand, the board of directors is required to convene the special meeting for a time not later than 35 days after notice has been given to the shareholders. Our Articles of Association provide that our Board of Directors may call a special meeting of the shareholders at any time and shall be obligated to call a special meeting as specified above.

Quorum at General Meetings

Under our Articles of Association, the required quorum for any general meeting of shareholders and for any class meeting is two or more shareholders present in person or by proxy and holding at least twenty five percent (25%) of the issued shares (or of the issued shares of such class in the event of a class meeting). The required quorum in a meeting that was adjourned because a quorum was not present, shall be two shareholders present in person or by proxy. Under our Articles of Association, if the original meeting was called as a special meeting, the quorum in the adjourned meeting shall be one or more shareholders, present in person or by proxy and holding the number of shares required to call such a meeting.

Adoption of Resolutions at General Meetings

Our Articles of Association provide for voting by a written ballot only. In addition, in accordance with the Companies Law, our Articles of Association provide that the declaration of the Chairman of the Meeting as to the results of a vote is not considered to be conclusive, but rather prima facie evidence of the fact. Under our Articles of Association, unless a different majority is required by law, any resolution of the shareholders, except a resolution for a voluntary liquidation of the company and, in certain circumstances, a resolution to amend our Articles of Association, shall be deemed adopted if approved by the vote of the holders of a majority of the voting power represented at such meeting in person or by proxy.

Election and Removal of Directors

Under our Articles of Association, the ordinary shares do not have cumulative voting rights in the election of directors.

Under our Articles of Association, our Board of Directors shall consist of not less than five and not more than nine directors as shall be determined from time to time by a majority vote at the general meeting of our shareholders. Our shareholders have resolved that our Board of Directors should consist of a total of eight directors, including two external directors.

Our Articles of Association further provide that each beneficial owner of 14% or more of our issued and outstanding ordinary shares shall be entitled to appoint, at each annual general meeting of our shareholders, one member to our Board of Directors referred to as an "Appointed Director", provided that a total of not more than four Appointed Directors are so appointed. In the event more than four such qualifying beneficial owners notify us that they desire to appoint an Appointed Director, only the four shareholders beneficially owning the greatest number of shares shall each be entitled to appoint an Appointed Director.

For the purposes of the preceding paragraph, a "beneficial owner" of ordinary shares means any person or entity who, directly or indirectly, has the power to vote, or to direct the voting of, such ordinary shares. All ordinary shares beneficially owned by a person or entity, regardless of the form which such beneficial ownership takes, shall be aggregated in calculating the number of ordinary shares beneficially owned by such person or entity. All persons and entities that are affiliates (as defined below) of each other shall be deemed to be one person or entity for the purposes of this definition. For the purposes of the preceding paragraph, an "affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by, or under common control with such person or entity. "Control" shall have the meaning ascribed to it in the Israeli Securities Law – 1968, i.e., the ability to direct the acts of a company. Any person holding one half or more of the voting power of a company of the right to appoint directors or to appoint the chief executive officer is presumed to have control of the company.

The Articles of Association further stipulate that as a condition to the appointment of an Appointed Director, any appointing shareholder that delivers to our company a letter of appointment shall, prior to such delivery, be required to file with the Securities and Exchange Commission a Schedule 13D, or an amendment to its Schedule 13D if there is any change in the facts set forth in its Schedule 13D already on file with the Securities and Exchange Commission which discloses any such change in its holdings of ordinary shares, regardless of whether any filing or amendment is required to be filed under the rules of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. In addition, any Appointing Shareholder shall be obligated to notify us in writing of any sale, transfer, assignment or other disposition of any kind of ordinary shares by such appointing shareholder that results in the reduction of its beneficial ownership to below the percentage indicated above, immediately after the occurrence of such disposition of shares but in any event not later than the earliest of (i) ten (10) days thereafter, or (ii) the next Annual General Meeting. Without derogating from the foregoing, so long as an Appointed Director serves on the Board of Directors, the appointing shareholder which appointed such Appointed Director shall provide us, upon our written request at any time and from time to time, with reasonable evidence of its beneficial ownership in our company.

Under our Articles of Association, so long as our ordinary shares are listed for trading on NASDAQ, we may require that any Appointed Director qualify as an "independent director" as provided for in the NASDAQ rules then in effect. In addition, in no event may a person become an Appointed Director unless such person does not, at the time of appointment, and did not, within two years prior thereto, engage, directly or indirectly, in any activity which competes with us, whether as a director, officer, employee, contractor, consultant, partner or otherwise.

Under our Articles of Association, the annual general meeting of our shareholders, by the vote of the holders of a majority of the voting power represented at such meeting in person or by proxy, will elect the remaining members of the Board of Directors. At any annual general meeting at which Appointed Directors are appointed as set forth above, the calculation of the vote of any beneficial owner who appointed a director pursuant to the preceding paragraph shall not take into consideration, for the purpose of electing the remaining directors, ordinary shares constituting 14% of our issued and outstanding ordinary shares held by such appointing beneficial owner.

Appointed Directors may be removed by our Board of Directors when the beneficial ownership of the shareholder who appointed such Appointed Director falls below 14% of our ordinary shares. In addition, the office of an Appointed Director will expire upon the removal of the Appointed Director by the shareholder who appointed such Appointed Director or when the Appointed Director ceases to qualify as an "independent director" as set forth above.

Currently, no shareholder beneficially holding 14% or more of our issued and outstanding ordinary shares has exercised its right to appoint an Appointed Director.

Our Articles of Association further provide that the affirmative vote of a majority of the shares then represented at a general meeting of shareholders shall be entitled to remove director (s) other than Appointed Directors from office (unless pursuant to circumstances or events prescribed under the Companies Law), to elect directors instead of directors so removed or to fill any vacancy, however created, in the Board of Directors. Subject to the foregoing and to early resignation or ipso facto termination of office as provided in our Articles of Association, each director shall serve until the adjournment of the annual general meeting following the general meeting at which such director was elected.

Our directors may, at any time and from time to time, appoint a director to temporarily fill a vacancy on the Board of Directors or in their body (subject to the maximum number of directors in the Board of Directors as set forth above), except that if the number of directors then in office constitutes less than a majority of the number of directors set by the shareholders, as mentioned above, they may only act in an emergency, or to fill the vacancy up to the minimum number required to effect corporate action or in order to call a general meeting for the purpose of electing directors.

Qualification of Directors

Our Articles of Association provide that no person shall be disqualified to serve as a director by reason of him not holding shares in our company or by reason of him having served as director in the past. Our directors are not subject under the Israeli Companies Law or our Articles of Association to an age limit requirement. Under the Companies Law, a person cannot serve as a director if such person has been convicted of certain offenses (generally, for 5 years after such conviction, unless specifically authorized by the court), if an administrative decision by the Israel Securities Authority disqualified such director to be nominated to the board of a public company, or if the person has been declared bankrupt.

Borrowing Powers

The Israeli Companies Law authorizes the board of directors of a company, among other things, to determine the credit limit of a company and to issue bonds. Our Articles of Association state that our Board of Directors may, from time to time, at its discretion, cause us to borrow or secure the payment of any sum or sums of money, and may secure or provide for the repayment of such sum or sums in such manner, at such times and upon such terms and conditions as it deems fit.

Foreign Ownership

Neither our Articles of Association nor Israeli law restrict in any way the ownership of our ordinary shares by nonresidents of Israel, or restrict the voting or other rights of nonresidents of Israel. Notwithstanding, under Israeli law, nationals of certain countries that are, or have been, in a state of war with Israel may not be recognized as owners of ordinary shares, without a special government permit.

Change of Control Provisions Under Israeli Law

The Israeli Companies Law provides that an acquisition of shares in a public company, such as ours, must be made by means of a tender offer, if, as a result of the acquisition, the purchaser would become a holder of 25% or more of the voting rights in the company. This rule does not apply if there is already another holder of 25% percent of the voting rights. Similarly, the Israeli Companies Law provides that an acquisition of the shares must be made by means of a tender offer, if, as a result of the acquisition, a person would become a holder of 45% of the voting rights in the company, unless there is another person holding at that time more than 45% of the voting rights of the company.

The Israeli Companies Law provides for mergers between Israeli companies, if each party to the transaction obtains the appropriate approval of its board of directors and shareholders. A “merger” is defined in the Companies Law as a transfer of all assets and liabilities (including conditional, future, known and unknown liabilities) of a target company to another company, the consequence of which is the dissolution of the target company in accordance with the provisions of the Companies Law. For purposes of the shareholder vote of each merging entity, unless a court rules otherwise, the merger requires the approval of a majority of the shares of that entity that are not held by the other entity or are not held by any person who holds 25% or more of the shares or the right to appoint 25% or more of the directors of the other entity. Our Articles of Association provide that a merger requires the approval of the holders of a majority of the shares voting thereon.

If, however, the merger involves a merger with a company’s own controlling shareholder or if the controlling shareholder has a personal interest in the merger, then the merger is subject to the same special majority approval that governs all extraordinary transactions with controlling shareholders (as described above in Item 6 E under “—Approval of Related Party Transactions Under Israeli Law”). In the event that the merger transaction has not been approved by either of the above-described special majorities (as applicable), the holders of at least 25% of the voting rights of the company may apply to a court for approval of the merger. The court may approve the merger if it is found that the merger is fair and reasonable, taking into account the valuation of the parties to the merger and the consideration offered to the shareholders.

Upon the request of a creditor of either party to the proposed merger, a court may delay or prevent the merger if it concludes that there exists a reasonable concern that as a result of the merger, the surviving company will be unable to satisfy the obligations of any of the parties of the merger to their creditors.

A merger may not be completed unless at least 50 days have passed from the date that a proposal of the merger was filed with the Israeli Registrar of Companies by each merging company and 30 days from the date that shareholder approval of both merging companies was obtained. The merger proposal may be filed once a shareholder meeting has been called to approve the merger.

Modification of Rights Attached to Shares

The rights attached to any class of shares (unless otherwise provided by the terms of issue of such class), such as voting, dividends and the like, may be modified by the affirmative vote of a majority of the issued shares of the class at a general meeting of the holders of the shares of such class.

C. Material Contracts

While we have numerous contracts with customers and distributors, we do not deem any individual contract to be a material contract that is not in the ordinary course of our business, except as set forth below:

In March and December 2015, the Peruvian government awarded GNP the Regional FITEL Projects for the construction of networks, operation of the networks for a defined period and their transfer to the government, which are expected to generate aggregate revenues of \$393 million to be recognized over a period of approximately 11 years. In accordance with the bid conditions, we have established a Peruvian subsidiary, namely, GNP, to enter into written agreements with the Peruvian government for each of the four regional projects that were awarded.

In order to guarantee our performance obligations and the down payment we received under the Regional FITEL Projects, we issued bank guarantees and surety bonds for the benefit of FITEL, which surety bonds have been issued by Amtrust through a Peruvian insurance company, in an aggregate amount of approximately \$106 million, through agreements entered into in May 2015 and December 2015. We have also provided Amtrust with a corporate guarantee in the amount of approximately \$57 million.

D. Exchange Controls

There are no Israeli currency control restrictions on payments of dividends or other distributions with respect to our ordinary shares or the proceeds from the sale of the shares. However, legislation remains in effect pursuant to which currency controls can be imposed by administrative action at any time.

Non-residents of Israel who purchase our securities with non-Israeli currency will be able to repatriate dividends (if any), liquidation distributions and the proceeds of any sale of such securities, into non-Israeli currencies at the rate of exchange prevailing at the time of repatriation, provided that any applicable Israeli taxes have been paid (or withheld) on such amounts.

Neither our Articles of Association nor the laws of the State of Israel restrict in any way the ownership or voting of Ordinary Shares by non-residents of Israel, except with respect to citizens of countries that are in a state of war with Israel.

E. Taxation

The following is a discussion of Israeli and U.S. tax consequences material to our shareholders. To the extent that the discussion is based on new tax legislation which has not been subject to judicial or administrative interpretation, the views expressed in the discussion might not be accepted by the tax authorities in question. The discussion is not intended, and should not be construed, as legal or professional tax advice and does not exhaust all possible tax considerations.

Holders of our ordinary shares should consult their own tax advisors as to the U.S., Israeli or other tax consequences of the purchase, ownership and disposition of ordinary shares, including, in particular, the effect of any foreign, state or local taxes.

ISRAELI TAX CONSIDERATIONS

The following is a summary of certain Israeli income tax and capital gains tax consequences for non-Israeli residents as well as Israeli residents holding our ordinary shares. The summary is based on provisions of the Israeli Income Tax Ordinance (new version), 1961 and regulations promulgated thereunder, as well as on administrative and judicial interpretations, all as currently in effect, and all of which are subject to change (possibly with retroactive effect) and to differing interpretations. There might be changes in the tax rates and in the circumstances in which they apply, and other modifications which might change the tax consequences to you. The summary is intended for general purposes only, and does not relate to all relevant tax aspects. The discussion is not intended and should not be construed as legal or professional tax advice sufficient for decision making. This summary does not discuss all aspects of Israeli income and capital gain taxation that may be applicable to investors in light of their particular circumstances or to investors who are subject to special status or treatment under Israeli tax law.

FOR THE FOREGOING AND OTHER REASONS, YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF YOUR HOLDINGS. WE ARE NOT MAKING ANY REPRESENTATIONS REGARDING THE PARTICULAR TAX CONSEQUENCES AS TO ANY HOLDER, NOR ARE WE OR OUR ADVISORS RENDERING ANY FORM OF LEGAL OPINION OR PROFESSIONAL TAX ADVICE AS TO SUCH TAX CONSEQUENCES.

Generally, income of Israeli companies is subject to corporate tax. The Israeli corporate tax rate was 25% in 2013, was increased to 26.5% in 2014 and 2015 and was decreased to 25% commencing January 1, 2016.

Israeli Tax Consequences of Holding Our Stock

Non-Israeli residents

Non-Israeli residents are subject to tax on income accrued or derived from Israeli sources. These include, inter alia, dividends, royalties and interest, as well as other types of income (e.g., from provision of services in Israel). We are required to withhold income tax on any such payments we make to non-residents. Israel presently has no estate or gift tax.

Capital Gains

Israeli law generally imposes tax on capital gains derived from the sale of securities and other Israeli capital assets, including shares in Israeli resident companies, unless a specific exemption is available or a treaty between Israel and the country of the non-resident provides otherwise. Capital gains from sales of our ordinary shares will be tax exempt for non-Israeli residents provided certain conditions are met (one of these conditions is that the gains are not derived through a permanent establishment that the non-resident maintains in Israel).

Subject to the exemptions provided by the Israeli law, as described above, pursuant to the tax treaty between Israel and the U.S., or the Treaty, U.S. residents are generally exempt from Israeli capital gains tax on capital gain derived from the sale of our shares. This exemption does not apply to U.S. residents holding (at the time of the sale or in the preceding 12 months) 10% or more of the voting power in the Company.

Dividends

The statutory withholding tax rate for dividends distributed by an Israeli company to non-resident shareholders is generally 25%. The rate is reduced to 15% for dividends distributed out of income generated by an Approved Enterprise. A different withholding tax rate may apply as a result of a tax treaty between Israel and shareholder's country of residence.

Under the Treaty, the maximum Israeli tax rate on dividends paid to a corporate holder of our ordinary shares who is a U.S. resident is 25%. However, dividends paid to a U.S. corporation holding at least 10% of our voting power in the year of the sale and in the entire preceding tax year shall be subject to a 15% tax withholding rate, if the dividend is generated by an Approved Enterprise or 12.5% if the dividends are not generated by an Approved Enterprise.

Interest

Interest paid by us (e.g., on our convertible notes) is treated as income derived from an Israeli source and is subject to Israeli tax. Generally, interest payments are subject to withholding of a standard tax rate of 25% (the rate may be reduced to 15% for certain debt instruments), unless reduced pursuant to an applicable tax treaty. In some instances (e.g., where the recipient of the interest is an individual holding 10% or more of our shares or voting rights) a higher tax rate would apply.

Filing of Tax Returns in Israel

Non-Israeli residents who receive interest, dividend or royalty income derived or accrued in Israel, from which Israeli tax was withheld, are generally exempt from Israeli tax filing obligations, provided that: (i) such income was not derived from a business conducted in Israel, and (ii) the taxpayer has no other taxable sources of income in Israel with respect to which a tax return is required to be filed.

Israeli Residents

Capital Gains

Israeli law imposes capital gains tax on capital gains derived from the sale of securities and other capital assets, including ordinary shares. Generally, gains from sale of ordinary shares acquired prior to January 1, 2012 are subject to a 20% capital gains tax for individuals. The tax rate is increased to 25% for sale of shares by an individual shareholder holding 10% or more of the shares or voting power in the company (i.e., a substantial shareholder). Corporate shareholders are subject to a 25% capital gains tax rate.

Following enactment of the Tax Burden Law, starting January 1, 2012, the capital gains tax rate applicable to individuals upon the sale of our shares is such individual's marginal (income) tax rate but not more than 25% (or 30% with respect to a substantial shareholder). With respect to corporate investors, the rate of capital gains tax imposed on the sale of shares is equal to the corporate tax rate, which was 25% in 2013, 26.5% in 2014 and 2015 and 25% from January 1, 2016.

Individual shareholders dealing with securities in Israel are taxed at their marginal tax rates applicable to business income (up to 48% in 2015).

Furthermore, beginning on January 1, 2013, an additional tax liability at the rate of 2% was added to the applicable tax rate on the annual taxable income of the individuals (whether any such individual is an Israeli resident or non-Israeli resident) exceeding NIS 811,560 (in 2013 and 2014) and NIS 810,720 in 2015 (hereinafter, "Excess Tax").

Dividends

Distribution of dividend income, other than bonus shares (stock dividends), to Israeli residents holding our ordinary shares is generally subject to income tax at a rate of 25% for individuals and 30% for a substantial individual shareholder. Israeli resident corporations are exempt from income tax on dividends, provided the dividend was paid out of income generated in Israel.

Generally, dividends distributed from taxable income accrued during the period of benefits of a Benefitted Enterprise, are taxable at the rate of 15%, if the dividend is distributed during the tax benefit period, or within an additional 12 years after the lapse of that period.

Interest

Interest income is generally subject to a tax rate of up to 25% for individuals. The rate applicable to an individual who is substantial shareholder is the marginal tax rate. The rate may be reduced to 15% for certain debt instruments. Interest paid to Israeli companies is taxed at the standard corporate income tax rate applicable to companies. We may be required to withhold tax on interest payments up to the applicable corporate tax rate for companies, and in certain instances up to the marginal tax rate for individuals.

Tax Benefits under the Law for the Encouragement of Capital Investments, 1959

Tax benefits under the 2005 Amendment

On April 1, 2005, a comprehensive amendment to the Investment Law came into effect, (the "Amendment"). The Amendment includes revisions to the criteria for investments qualified to receive tax benefits as an Approved Enterprise. The Amendment applies to new investment programs and investment programs commencing after 2004, and does not apply to investment programs approved prior to December 31, 2004.

As a result of the Amendment, it is no longer necessary for a company to apply to the Investment Center in order to acquire Approved Enterprise status. Instead, a company whose facilities meet the criteria for tax benefits set out by the Amendment, may receive the tax benefits afforded to a "Benefitted Enterprise" by independently selecting the tax year from which the period of benefits under the Investment Law are to commence and notifying the Israeli Tax Authority within 12 months of the end of that year.

Generally, tax benefits under the Amendment are available to production facilities (or other eligible facilities), that derive more than 25% of their business income from exports. In order to receive the tax benefits, the company must make a certain minimum investment in the acquisition of manufacturing assets such as machinery and equipment. Such investment may be made over a period of no more than three years ending at the end of the year in which the company requested to have the tax benefits apply to its Benefitted Enterprise.

We were eligible under the terms of minimum qualification investment and elected the years 2005 and 2011 to have the tax benefits apply.

Tax benefits are available until the earlier of 7 or 10 years from the date that the period of benefits commenced, and the lapse of 12 years from the first day of the year in which the election was made. Our periods of benefits as a Benefitted Enterprise will expire in 2017 and in 2023.

The tax benefits include exemption from corporate tax on undistributed income for a period of two to ten years, depending on the geographic location of the Benefitted Enterprise within Israel, and a reduced corporate tax rate of 10% to 25% for the remainder of the benefits period, depending on the level of foreign investment in the company. If the company pays a dividend out of income derived from the Benefitted Enterprise during the tax exemption period, such income will be subject to corporate tax at the applicable rate (10%-25%) in respect of the grossed up amount of the dividend that we may distribute. We would be required to withhold tax at a rate of 15% from any dividends distributed from income derived from the Benefitted Enterprise.

Benefits under the 2011 Amendment

Under an amendment to the Investment Law effective January 1, 2011, upon an irrevocable election made by the company, a uniform corporate tax rate will apply to all qualifying income of the company, as opposed to the previous law's tax incentives that were limited to income only from Benefitted Enterprises during their benefits period. Under the amended law, the uniform tax rate was 7% in geographical areas in Israel designated as Development Zone A and 12.5% elsewhere in Israel in 2013. The uniform tax rate from 2014 and onwards is set to 9% in areas in Israel designated as Development Zone A and 16% elsewhere in Israel.

The profits of these industrial companies will be freely distributable as dividends, subject to a 20% withholding tax (or lower, under an applicable tax treaty).

Under the transitory provisions of the January 1, 2011 legislation, we may opt whether to irrevocably implement the 2011 Amendment and waive benefits provided under the prior law or keep the prior benefits. This decision may be taken at any stage. We will consider in the future whether to opt for the benefits under the 2011 Amendment.

Israeli Transfer Pricing Regulations

Israeli transfer pricing legislation generally provides that all cross-border transactions carried out between related parties be conducted on an arm's length basis and be taxed accordingly. The transfer pricing regulations are not expected to have a material effect on our company.

United States Federal Income Taxation

The following is a description of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our ordinary shares. This description addresses only the U.S. federal income tax considerations that are relevant to U.S. Holders (as defined below) who hold our ordinary shares as capital assets. This summary is based on the U.S. Internal Revenue Code of 1986, as amended, or the Code, Treasury regulations promulgated thereunder, judicial and administrative interpretations thereof, and the U.S.-Israel Tax Treaty, or the Treaty, all as in effect on the date hereof and all of which are subject to change either prospectively or retroactively. There can be no assurance that the U.S. Internal Revenue Service, or the IRS, will not take a different position concerning the tax consequences of the acquisition, ownership and disposition of our ordinary shares or that such a position would not be sustained. This description does not address all tax considerations that may be relevant with respect to an investment in our ordinary shares. In addition, this description does not account for the specific circumstances of any particular investor, such as:

- broker-dealers;
- financial institutions;

- certain insurance companies;
- investors liable for alternative minimum tax;
- regulated investment companies, real estate investment trusts, or grantor trusts;
- dealers or traders in securities, commodities or currencies;
- tax-exempt organizations;
- non-resident aliens of the United States or taxpayers whose functional currency is not the U.S. dollar;
- persons who hold ordinary shares through partnerships or other pass-through entities;
- persons who acquire their ordinary shares through the exercise or cancellation of employee stock options or otherwise as compensation for services;
- direct, indirect or constructive owners of investors that actually or constructively own 10% or more of our shares by vote or value; or
- investors holding ordinary shares as part of a straddle, appreciated financial position, a hedging transaction or conversion transaction.

If a partnership or an entity treated as a partnership for U.S. federal income tax purposes owns our ordinary shares, the U.S. federal income tax treatment of a partner in such a partnership will generally depend upon the status of the partner and the activities of the partnership. A partnership that owns our ordinary shares and the partners in such partnership should consult their tax advisors about the U.S. federal income tax consequences of holding and disposing of ordinary shares.

This summary does not address the effect of any U.S. federal taxation (such as estate and gift tax) other than U.S. federal income taxation. In addition, this summary does not include any discussion of state, local or foreign taxation. You are urged to consult your tax advisors regarding the foreign and U.S. federal, state and local tax consequences of an investment in ordinary shares.

For purposes of this summary, as used herein, the term “U.S. Holder” means a person that is eligible for the benefits of the Treaty and is a beneficial owner of an ordinary share who is, for U.S. federal income tax purposes:

- an individual who is a citizen or, for U.S. federal income tax purposes, a resident of the United States;
- a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if such trust has validly elected to be treated as a U.S. person for U.S. federal income tax purposes or if (1) a court within the United States is able to exercise primary supervision over its administration and (2) one or more U.S. persons have the authority to control all of the substantial decisions of such trust.

Unless otherwise indicated, this discussion assumes that the Company is not, and will not become, a “passive foreign investment company,” or a PFIC, for U.S. federal income tax purposes. See “—*Passive Foreign Investment Companies*” below.

Taxation of Distributions

Subject to the discussion below under the heading “—*Passive Foreign Investment Companies*,” the gross amount of any distributions received with respect to our ordinary shares, including the amount of any Israeli taxes withheld therefrom, will constitute dividends for U.S. federal income tax purposes to the extent of our current and accumulated earnings and profits, as determined for U.S. federal income tax purposes. Because we do not expect to maintain calculations of our earnings and profits under U.S. federal income tax principles, it is expected that the entire amount of any distribution will generally be reported as dividend income to you. Dividends are included in gross income as ordinary income. Distributions in excess of our current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of your tax basis in our ordinary shares and any amount in excess of your tax basis will be treated as gain from the sale of ordinary shares. See “—*Disposition of Ordinary Shares*” below for a discussion of the taxation of capital gains. Our dividends will not qualify for the dividends-received deduction generally available to corporations under section 243 of the Code.

Dividends that we pay in NIS, including the amount of any Israeli taxes withheld therefrom, will be included in your income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day such dividends are received, regardless of whether the payment is in fact converted into U.S. dollars. A U.S. Holder who receives payment in NIS and converts NIS into U.S. dollars at an exchange rate other than the rate in effect on such day may have a foreign currency exchange gain or loss that would be treated as U.S.-source ordinary income or loss. U.S. Holders should consult their own tax advisors concerning the U.S. tax consequences of acquiring, holding and disposing of NIS.

Subject to complex limitations, some of which vary depending upon the U.S. Holder’s circumstances, any Israeli withholding tax imposed on dividends paid with respect to our ordinary shares, at a rate not exceeding the applicable rate provided by the Treaty, will be a foreign income tax eligible for credit against a U.S. Holder’s U.S. federal income tax liability (or, alternatively, for deduction against income in determining such tax liability). Israeli taxes withheld in excess of the applicable rate allowed by the Treaty will not be eligible for credit against a U.S. Holder’s federal income tax liability. The limitation on foreign income taxes eligible for credit is calculated separately with respect to specific classes of income. Dividends generally will be treated as foreign-source passive category income or, in the case of certain U.S. Holders, general category income for U.S. foreign tax credit purposes. Further, there are special rules for computing the foreign tax credit limitation of a taxpayer who receives dividends subject to a reduced tax rate (see discussion below). A U.S. Holder may be denied a foreign tax credit with respect to Israeli income tax withheld from dividends received on our ordinary shares if such U.S. Holder fails to satisfy certain minimum holding period requirements or to the extent such U.S. Holder’s position in ordinary shares is hedged. An election to deduct foreign taxes instead of claiming foreign tax credit applies to all foreign taxes paid or accrued in the taxable year. The rules relating to the determination of the foreign tax credit are complex, and you should consult with your own tax advisors to determine whether and to what extent you would be entitled to this credit.

Subject to certain limitations (including the PFIC rules discussed below), “qualified dividend income” received by a non-corporate U.S. Holder will be subject to tax at the lower long-term capital gain rates (currently at 20%). Distributions taxable as dividends paid on our ordinary shares should qualify for a reduced rate provided that either: (i) we are entitled to benefits under the Treaty, or (ii) our ordinary shares are readily tradable on an established securities market in the United States and certain other requirements are met. We believe that we are entitled to benefits under the Treaty and that our ordinary shares currently are readily tradable on an established securities market in the United States (see discussion below). However, no assurance can be given that our ordinary shares will remain readily tradable. The rate reduction does not apply unless certain holding period requirements are satisfied, nor does it apply to dividends received from a PFIC (see discussion below), in respect of certain risk-reduction transactions, or in certain other situations. The legislation enacting the reduced tax rate on qualified dividend income contains special rules for computing the foreign tax credit limitation of a taxpayer who receives dividends subject to the reduced tax rate. U.S. Holders of our ordinary shares should consult their own tax advisors regarding the effect of these rules in their particular circumstances.

Sale or Disposition of Ordinary Shares

Subject to the discussion of PFIC rules below, if you sell or otherwise dispose of our ordinary shares, you will generally recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized on the sale or other disposition and your adjusted tax basis in our ordinary shares, in each case determined in U.S. dollars. Such gain or loss will generally be capital gain or loss and will be long-term capital gain or loss if you have held the ordinary shares for more than one year at the time of the sale or other disposition. Long-term capital gain realized by a non-corporate U.S. Holder is generally eligible for a preferential tax rate (currently at 20%). In general, any gain that you recognize on the sale or other disposition of ordinary shares will be U.S.-source for purposes of the foreign tax credit limitation; losses will generally be allocated against U.S. source income. Deduction of capital losses is subject to certain limitations under the Code.

In the case of a cash basis U.S. Holder who receives NIS in connection with the sale or disposition of our ordinary shares, the amount realized will be based on the U.S. dollar value of the NIS received with respect to the ordinary shares as determined on the settlement date of such exchange. A cash basis U.S. Holder who receives payment in NIS and converts NIS into U.S. dollars at a conversion rate other than the rate in effect on the settlement date may have a foreign currency exchange gain or loss, which would be treated as ordinary income or loss.

An accrual basis U.S. Holder may elect the same treatment required of cash basis taxpayers with respect to a sale or disposition of our ordinary shares that are traded on an established securities market, provided that the election is applied consistently from year to year. Such election may not be changed without the consent of the IRS. In the event that an accrual basis U.S. Holder does not elect to be treated as a cash basis taxpayer (pursuant to the Treasury regulations applicable to foreign currency transactions), such U.S. Holder may have a foreign currency gain or loss for U.S. federal income tax purposes because of differences between the U.S. dollar value of the currency received prevailing on the trade date and the settlement date. Any such currency gain or loss would be treated as U.S.-source ordinary income or loss and would be in addition to the gain or loss, if any, recognized by such U.S. Holder on the sale or disposition of such ordinary shares.

Passive Foreign Investment Companies

We believe that we were not a PFIC for U.S. federal income tax purposes for the taxable year of 2015. However, since PFIC status depends upon the composition of our income and assets and the market value of our assets from time to time, there can be no assurance that we will not be considered a PFIC for any future taxable year. If we were a PFIC for any taxable year during which a U.S. Holder owned an ordinary share (and under proposed Treasury regulations, a right), certain adverse consequences could apply to the U.S. Holder. Specifically, gain recognized by a U.S. Holder on a sale or other disposition of such ordinary share (or right) would be allocated ratably over the U.S. Holder's holding period for the ordinary share (or right). The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed on the resulting tax liability. Further, any distribution in excess of 125% of the average of the annual distributions received by the U.S. Holder on our ordinary shares during the preceding three years or the U.S. Holder's holding period, whichever is shorter, would be subject to taxation as described immediately above. Certain elections (such as a mark-to-market election) may be available to U.S. Holders and may result in alternative tax treatment. In addition, if we were a PFIC for a taxable year in which we pay a dividend or the prior taxable year, the favorable dividend rates discussed above with respect to dividends paid to certain non-corporate U.S. Holders would not apply. If we were a PFIC for any taxable year in which a U.S. Holder owned our shares, the U.S. Holder would generally be required to file annual returns with the Internal Revenue Service, or the IRS, on IRS Form 8621.

Additional Tax on Investment Income

In addition to the income taxes described above, U.S. Holders that are individuals, estates or trusts and whose income exceeds certain thresholds will be subject to a 3.8% Medicare contribution tax on net investment income, which includes dividends and capital gains from the sale or exchange of our ordinary shares.

Backup Withholding and Information Reporting

Payments in respect of our ordinary shares may be subject to information reporting to the IRS and to U.S. backup withholding tax at the rate (currently) of 28%. Backup withholding will not apply, however, if you (i) are a corporation, or fall within certain exempt categories, and demonstrate the fact when so required, or (ii) furnish a correct taxpayer identification number and make any other required certification.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a U.S. Holder's U.S. tax liability. A U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the IRS.

U.S. citizens and individuals taxable as resident aliens of the United States that own “specified foreign financial assets” with an aggregate value in a taxable year in excess of certain thresholds (as determined under rules in Treasury regulations) and that are required to file a U.S. federal income tax return generally will be required to file an information report with respect to those assets with their tax returns. IRS Form 8938 has been issued for that purpose. “Specified foreign financial assets” include any financial accounts maintained by foreign financial institutions, foreign stocks held directly, and interests in foreign estates, foreign pension plans or foreign deferred compensation plans. Under those rules, our ordinary shares, whether owned directly or through a financial institution, estate or pension or deferred compensation plan, would be “specified foreign financial assets.” Under Treasury regulations, the reporting obligation applies to certain U.S. entities that hold, directly or indirectly, specified foreign financial assets. Penalties can apply if there is a failure to satisfy this reporting obligation. A U.S. Holder is urged to consult his tax advisor regarding its reporting obligation.

Any U.S. Holder who holds 10% or more in vote or value of our ordinary shares will be subject to certain additional U.S. information reporting requirements.

The above description is not intended to constitute a complete analysis of all tax consequences relating to acquisition, ownership and disposition of our ordinary shares. You should consult your tax advisor concerning the tax consequences of your particular situation.

F. Dividend and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to certain of the reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Exchange Act, as applicable to “foreign private issuers” as defined in Rule 3b-4 under the Exchange Act. As a foreign private issuer, we are exempt from certain provisions of the Exchange Act. Accordingly, our proxy solicitations are not subject to the disclosure and procedural requirements of Regulation 14A under the Exchange Act, and transactions in our equity securities by our officers and directors are exempt from reporting and the “short-swing” profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we file with the Securities and Exchange Commission an annual report on Form 20-F containing financial statements audited by an independent accounting firm. We also submit to the Securities and Exchange Commission reports on Form 6-K containing (among other things) press releases and unaudited financial information. We post our annual report on Form 20-F on our website (<http://www.gilat.com>) promptly following the filing of our annual report with the Securities and Exchange Commission. The information on our website is not incorporated by reference into this annual report.

This annual report and the exhibits thereto and any other document we file pursuant to the Exchange Act may be inspected without charge and copied at prescribed rates at the Securities and Exchange Commission public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Securities and Exchange Commission's public reference room in Washington, D.C. by calling the Securities and Exchange Commission at 1-800-SEC-0330. The Exchange Act file number for our Securities and Exchange Commission filings is 000-21218.

The Securities and Exchange Commission maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the Securities and Exchange Commission using its EDGAR (Electronic Data Gathering, Analysis, and Retrieval) system.

The documents concerning our company that are referred to in this annual report may also be inspected at our offices located at Gilat House, 21 Yegia Kapayim Street, Kiryat Arye, Petah Tikva, 4913020 Israel.

I. Subsidiary Information

Not applicable.

ITEM 11: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Risk

A significant portion of our revenues are generated in U.S. dollars or linked to the dollar. In addition, a substantial portion of our costs are incurred in U.S. dollars. We believe that the U.S. dollar is the primary currency of the economic environment in which our Company and certain of our subsidiaries operate. Thus, the functional and reporting currency of our Company and certain of our subsidiaries is the U.S. dollar.

Accordingly, monetary accounts maintained in currencies other than the U.S. dollar are remeasured into U.S. dollars in accordance with ASC 830, "Foreign Currency Matters" ("ASC 830"). All transaction gains and losses of the remeasurement of monetary balance sheet items are reflected in the consolidated statements of operations as financial income or expenses, as appropriate.

The financial statements of some of our foreign subsidiaries, whose functional currency has been determined to be their local currency, have been translated into U.S. dollars. Assets and liabilities have been translated using the exchange rates in effect at the balance sheet date. Statements of operations amounts have been translated using specific rates. The resulting translation adjustments are reported as a component of equity in accumulated other comprehensive income (loss).

While a significant portion of our revenues and expenses are generated in U.S. dollars, a portion of our expenses are denominated in NIS, and to a lesser extent, other non-U.S. dollar currencies which lead us to be exposed to financial market risk associated with changes in foreign currency exchange rates. In order to reduce the impact of foreign currency rate volatility of future cash flows caused by changes in foreign exchange rates, we use currency forward contracts. If our currency forward contracts meet the definition of a hedge, and are so designated, changes in the fair value of the contracts will be offset against changes in the fair value of the hedged assets or liabilities through earnings. For derivative instruments not designated as hedging instruments, the gain or loss is recognized in current earnings during the period of change. Our hedging reduces, but does not eliminate, the impact of foreign currency rate movements, and due to such movements the results of our operations may be adversely affected.

During the year ended December 31, 2015, we recognized a loss of \$0.8 million related to the effective portion of our hedging instruments. The effective portion of the hedged instruments was included as an offset to payroll expenses in the statement of operations. The ineffective portion of the hedged instrument during the year ended December 31, 2015 was immaterial and was recorded as financial expenses, net.

During 2015 we entered into additional forward contracts in order to hedge the exposure to variability in expected future cash flows resulting from changes in related foreign currency exchange rates. These contracts did not meet the requirement for hedge accounting. The amount recorded as financial income related to these contracts in 2015 \$2.1 million.

As of December 31, 2015, the fair value of the liabilities of the outstanding forward contracts that met the requirement for hedge accounting was \$0.1 million and the fair value of the liabilities of the outstanding forward contracts that did not meet the requirement for hedge accounting was \$0.1 million.

The table below details our balance sheet exposure by currency and interest rates:

	Expected Maturity Dates				
	2016	2017	2018	2019	2020 and thereafter
	(In thousands)				
Assets:					
Restricted cash - in U.S. dollars	85,915	-	-	-	-
Weighted interest rate	0.20%	-	-	-	-
In other currency	14,864	-	-	-	179
Weighted interest rate	0.16%	-	-	-	5.84%
Restricted cash held by Trustees					
In other currency	8,524				
Weighted interest rate	0.40%				
Liabilities:					
Long-term loans (including current maturities)					
In U.S. dollars	4,000	4,000	4,000	4,000	8,000
Weighted interest rate	4.77%	4.77%	4.77%	4.77%	4.77%
In other currency	542	529	435	435	94
Weighted interest rate	3.46%	3.38%	2.62%	2.62%	2.62%

ITEM 12: DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13: DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None

ITEM 14: MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15: CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our chief executive officer and chief financial officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended) as of December 31, 2015, have concluded that, as of such date, our disclosure controls and procedures were effective and ensured that information required to be disclosed by us in reports that we file or submit under the Securities Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, to allow timely decisions regarding required disclosure and is recorded, processed, summarized and reported within the time periods specified by the rules of the Securities and Exchange Commission.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over our financial reporting. Internal control over financial reporting is defined in Rule 13a-15 (f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transaction and dispositions of the assets of the company;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting, as of December 31, 2015. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework. Based on that assessment, our management concluded that as of December 31, 2015, our internal control over financial reporting is effective.

The effectiveness of management's internal control over financial reporting as of December 31, 2015 has been audited by our company's independent registered public accountants, Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, and their report below expresses an unqualified opinion on our company's internal control over financial reporting

Changes in Internal Control over Financial Reporting

During the period covered by this Annual Report on Form 20-F, no changes in our internal control over financial reporting have occurred that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16: RESERVED

ITEM 16A: AUDIT COMMITTEE FINANCIAL EXPERT

Our Board of Directors has determined that each of Ms. Cohen and Dr. Lieber meets the definition of an audit committee financial expert as defined by rules of the Securities and Exchange Commission. Our Board also determined that each of Ms. Cohen and Dr. Lieber is independent under the requirements of the NASDAQ Marketplace Rules. For a brief listing of Ms. Cohen and Dr. Lieber's relevant experience, see Item 6.A. "Directors, Senior Management and Employees - Directors and Senior Management."

ITEM 16B: CODE OF ETHICS

We have adopted a Code of Ethics for executive and financial officers that also applies to all of our employees. The Code of Ethics is publicly available on our website at www.gilat.com. Written copies are available upon request. If we make any substantive amendments to the Code of Ethics or grant any waivers, including any implicit waiver, from a provision of this code to our chief executive officer, chief financial officer or corporate controller, we will disclose the nature of such amendment or waiver on our website. Our Code of Ethics includes a whistleblower policy which provides an anonymous means for employees and others to communicate with various bodies within our company, including our Audit Committee.

ITEM 16C: PRINCIPAL ACCOUNTANT FEES AND SERVICES

Fees Billed by Independent Auditors

The following table sets forth, for each of the years indicated, the fees billed to us by our independent auditors and the percentage of each of the fees out of the total amount paid to the auditors.

Services Rendered	Year Ended December 31,			
	2015		2014	
	Fees	Percentages	Fees	Percentages
Audit fees (1)	\$ 869,146	91.68%	\$ 810,677	94.25%
Tax fees (2)	\$ 15,284	1.61%	\$ 32,841	3.82%
Other (3)	\$ 63,600	6.71%	\$ 16,639	1.93%
Total	\$ 948,030	100%	\$ 860,157	100%

- (1) Audit fees are fees for audit services for each of the years shown in this table, including fees associated with the annual audit, services provided in connection with audit of our internal control over financial reporting and audit services provided in connection with other statutory or regulatory filings.
- (2) Tax fees are fees for professional services rendered by our auditors for tax compliance, tax planning and tax advice on actual or contemplated transactions.
- (3) Other fees are fees for professional services other than audit or tax related fees, rendered in connection with our business activities; such fees in 2015 were mainly related to other services provided in connection with regulatory filings and in 2014 were mainly related to certain certifications to government authorities.

Policies and Procedures

Our Audit Committee has adopted a policy and procedures for the approval of audit and non-audit services rendered by our principal accountants, Kost Forer Gabbay & Kasierer, a Member of Ernst & Young Global and other members of Ernst & Young Global. The policy generally requires the Audit Committee's approval of the scope of the engagement of our principal accountants or on an individual engagement basis. The policy prohibits retention of our principal accountants to perform the prohibited non-audit functions defined in Section 201 of the Sarbanes-Oxley Act of 2002 or the rules of the SEC, and also considers whether proposed services are compatible with the independence of the public auditors.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASE OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

In the year ended December 31, 2015, neither we nor any affiliated purchaser purchased any of our securities.

ITEM 16F. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G. CORPORATE GOVERNANCE

Under NASDAQ Marketplace Rule 5615(a)(3) or Rule 5615(a)(3), foreign private issuers, such as our company, are permitted to follow certain home country corporate governance practices in lieu of certain requirements of Listing Rule 5600 Series, with the exception of those rules which are required to be followed pursuant to the provisions of Listing Rule 5615(a)(3).

We have elected to follow Israeli law and practice instead of the requirements of Listing Rule 5600 Series, as described below:

- The requirement to obtain shareholder approval for the establishment or material amendment of certain equity based compensation plans and arrangements, under which shares may be acquired by officers, directors, employees or consultants. Under Israeli law and practice, the approval of the board of directors is required for the establishment or material amendment of such equity based compensation plans and arrangements. However, any equity based compensation arrangement with a director or the Chief Executive Officer or the material amendment of such an arrangement must be approved by our Compensation and Stock Option Committee, Board of Directors and shareholders, in that order
- The requirements regarding the director nominations process. We do not have a nomination committee. Under Israeli law and practice, our Board of Directors is authorized to recommend to our shareholders director nominees for election, and certain of our shareholders may nominate candidates for election as directors by the general meeting of shareholders.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

Not applicable.

ITEM 18. FINANCIAL STATEMENTS

The financial statements required by this item are found at the end of this annual report, beginning on page F-1.

ITEM 19: EXHIBITS

- 1.1 Memorandum of Association, as amended. Previously filed as Exhibit 1.1 to our Annual Report on Form 20-F for the fiscal year ending December 31, 2000, which Exhibit is incorporated herein by reference.
- 1.2 Articles of Association, as amended and restated as of December 29, 2011. Previously filed as Exhibit 1.2 to our Annual Report on Form 20-F for the fiscal year ending December 31, 2011, which Exhibit is incorporated herein by reference.
- 4.1 Summary of material provisions of the loan documents between Gilat Satellite Networks Ltd. and First International Bank of Israel, dated December 14, 2010. Previously filed as Exhibit 4.4 to our Annual Report on Form 20-F for the fiscal year ending December 31, 2010, which Exhibit is incorporated herein by reference.
- 4.2 Summary of material provisions of an amendment dated February 7, 2013 to the loan documents between Gilat Satellite Networks Ltd. and First International Bank of Israel, dated December 14, 2010. Previously filed as Exhibit 4.5 to our Annual Report on Form 20-F for the fiscal year ending December 31, 2012, which Exhibit is incorporated herein by reference.
- 4.3 English summary of material provisions of an amendment (in Hebrew) dated August 17, 2015 to the loan agreements between Gilat Satellite Networks Ltd. and First International Bank of Israel, dated December 14, 2010.
- 4.4 Gilat Satellite Networks Ltd. 2008 Share Incentive Plan (including the Israeli Sub-plan to the Gilat Satellite Networks Ltd. 2008 Share Incentive Plan), previously filed on April 8, 2009 as Exhibit 4.4 to the our Registration Statement on Form S-8 (File No. 333-158476), and incorporated herein by reference.
- 4.5 Gilat Satellite Networks Ltd. 2005 Share Incentive Plan (including the Israeli Sub-plan to the Gilat Satellite Networks Ltd. 2005 Share Incentive Plan), previously filed on April 8, 2009 as Exhibit 4.3 to our Registration Statement on Form S-8 (File No. 333-158476), and incorporated herein by reference.
- 4.6 Executive Compensation Plan previously filed as Exhibit A to the proxy statement filed on Form 6-K on August 7, 2013, which Exhibit is incorporated herein by reference.
- 4.7 English translation based on the English version published by FITEL of the Financing Agreement between FITEL and Gilat Networks Peru S.A. dated December 29, 2015, for Broadband Installation for Integral Connectivity and Social Development of the Cusco's region and a non-literal English translation of the Economic Proposal annexed thereto.
- 4.8 English translation based on the English version published by FITEL of the Financing Agreement between the FITEL and Gilat Networks Peru S.A. dated May 27, 2015, for Broadband Installation for Integral Connectivity and Social Development of the Ayacucho's region and a non-literal English translation of the Economic Proposal annexed thereto.
- 4.9 English translation based on the English version published by FITEL of the Financing Agreement between the FITEL and Gilat Networks Peru S.A. dated May 27, 2015, for Broadband Installation for Integral Connectivity and Social Development of the Apurímac's region and a non-literal English translation of the Economic Proposal annexed thereto.
- 4.10 English translation based on the English version published by FITEL of the Financing Agreement between the FITEL and Gilat Networks Peru S.A. dated May 27, 2015, for Broadband Installation for Integral Connectivity and Social Development of the Huancavelica's region and a non-literal English translation of the Economic Proposal annexed thereto.
- 4.11 Copy of Deed of Indemnity dated May 20, 2015 and Deed of Consent dated December 29, 2015, both entered into between Gilat Satellite Networks Ltd. and Amtrust Europe Limited.
- 4.12 Copy of Memorandum of Understanding and amendment thereto dated December 28, 2015 and January 28 2016, respectively, entered between Gilat Networks Peru SA, and Amtrust Insurance Spain, SL.
- 8.1 List of subsidiaries.
- 12.1 Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.

- 12.2 Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
- 13.1 Certification by Chief Executive Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002.
- 13.2 Certification by Chief Financial Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002.
- 15.1 Consent of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global.

- 101.INS XBRL Instance Document *.
- 101.SCH XBRL Taxonomy Extension Schema Document.
- 101.PRE XBRL Taxonomy Presentation Linkbase Document.
- 101.CAL XBRL Taxonomy Calculation Linkbase Document.
- 101.LAB XBRL Taxonomy Label Linkbase Document.
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document.

* Pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for the purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

GILAT SATELLITE NETWORKS LTD.

By: /s/ Dov Baharav
Dov Baharav
Chairman and Interim Chief Executive Officer

Date: Date: March 22, 2016

GILAT SATELLITE NETWORKS LTD. AND ITS SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2015

IN U.S. DOLLARS

INDEX

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Kost Forer Gabbay & Kasierer
3 Aminadav St.
Tel-Aviv 6706703, Israel

Tel: +972-3-6232525
Fax: +972-3-5622555
ey.com

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of

GILAT SATELLITE NETWORKS LTD.

We have audited the accompanying consolidated balance sheets of Gilat Satellite Networks Ltd. (the "Company") and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company and subsidiaries as of December 31, 2015 and 2014, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 22, 2016, expressed an unqualified opinion thereon.

Tel-Aviv, Israel
March 22, 2016

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A Member of Ernst & Young Global



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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of

GILAT SATELLITE NETWORKS LTD.

We have audited Gilat Satellite Networks Ltd.'s ("the Company") internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) ("the COSO criteria"). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on internal control over financial reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.



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Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of the Company and its subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2015 and our report dated March 22, 2016 expressed an unqualified opinion thereon.

Tel-Aviv, Israel
March 22, 2016

KOST FORER GABBAY & KASIERER
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CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands

	December 31,	
	2015	2014
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 18,435	\$ 27,726
Restricted cash	100,779	25,983
Restricted cash held by trustees	8,524	15,441
Trade receivables, net	50,984	57,728
Inventories	25,358	25,112
Other current assets	16,223	14,760
Total current assets	220,303	166,750
LONG-TERM INVESTMENTS AND RECEIVABLES:		
Severance pay funds	7,545	8,085
Long-term restricted cash	179	216
Other long-term receivables	221	12,124
Total long-term investments and receivables	7,945	20,425
PROPERTY AND EQUIPMENT, NET	81,963	90,893
INTANGIBLE ASSETS, NET	17,154	22,970
GOODWILL	43,468	63,870
Total assets	\$ 370,833	\$ 364,908

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands (except share and per share data)

	December 31,	
	2015	2014
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Short-term bank credit and loans	\$ 7,000	\$ 15,857
Current maturities of long-term loans	4,542	4,595
Trade payables	17,210	22,850
Accrued expenses	23,481	22,475
Advances from customers	82,813	2,940
Advances from customers held by trustees	8,515	12,858
Other current liabilities	16,213	18,587
Total current liabilities	159,774	100,162
LONG-TERM LIABILITIES:		
Long-term loans, net of current maturities	21,493	26,271
Accrued severance pay	7,506	8,157
Other long-term liabilities	3,978	5,179
Total long-term liabilities	32,977	39,607
COMMITMENTS AND CONTINGENCIES		
EQUITY:		
Share capital -		
Ordinary shares of NIS 0.2 par value: Authorized - 90,000,000 shares at December 31, 2015 and 2014; Issued and outstanding - 44,333,047 and 42,730,424 shares at December 31, 2015 and 2014, respectively	2,048	1,966
Additional paid-in capital	884,126	876,624
Accumulated other comprehensive loss	(3,727)	(1,420)
Accumulated deficit	(704,365)	(652,031)
Total equity	178,082	225,139
Total liabilities and equity	\$ 370,833	\$ 364,908

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF OPERATIONS

U.S. dollars in thousands (except share and per share data)

	Year ended December 31,		
	2015	2014	2013
Revenues:			
Products	\$ 128,970	\$ 157,531	\$ 133,554
Services	68,573	77,602	101,312
Total revenues	197,543	235,133	234,866
Cost of revenues:			
Products	94,683	106,905	86,304
Services	48,635	44,593	68,906
Impairment of long lived assets	10,137	-	-
Total cost of revenues	153,455	151,498	155,210
Gross profit	44,088	83,635	79,656
Operating expenses:			
Research and development, net	22,412	25,158	27,900
Selling and marketing	24,823	32,537	32,214
General and administrative	18,644	20,903	23,071
Restructuring costs	1,508	-	564
Goodwill impairment	20,402	-	-
Total operating expenses	87,789	78,598	83,749
Operating income (loss)	(43,701)	5,037	(4,093)
Financial expenses, net	(7,243)	(3,837)	(6,239)
Income (loss) before taxes on income	(50,944)	1,200	(10,332)
Taxes on income (tax benefit)	1,190	1,901	(755)
Loss from continuing operations	(52,134)	(701)	(9,577)
Loss from discontinued operations	(200)	(795)	(8,320)
Loss	\$ (52,334)	\$ (1,496)	\$ (17,897)
Loss per share (basic and diluted):			
Continuing operations	\$ (1.19)	\$ (0.02)	\$ (0.23)
Discontinued operations	\$ (0.00)	\$ (0.02)	\$ (0.20)
Total loss per share	\$ (1.19)	\$ (0.04)	\$ (0.43)
Weighted average number of shares used in computing loss per share:			
Basic and diluted	43,655,309	42,444,482	41,960,925

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

U.S. dollars in thousands

	Year ended December 31,		
	2015	2014	2013
Loss	\$ (52,334)	\$ (1,496)	\$ (17,897)
Other comprehensive loss:			
Foreign currency translation adjustments	(3,022)	(2,205)	90
Reclassification adjustments for realized loss (gain) on hedging instruments, net	839	985	(1,931)
Unrealized gain (loss) on hedging instruments, net	(124)	(1,791)	568
Total comprehensive loss	\$ (54,641)	\$ (4,507)	\$ (19,170)

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

U.S. dollars in thousands (except share data)

	Number of Ordinary shares	Share capital	Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total shareholders' equity
Balance as of January 1, 2013	41,700,100	\$ 1,909	\$ 869,822	\$ 2,864	\$ (632,638)	\$ 241,957
Issuance of restricted share units (RSU)	271,176	15	-	-	-	15
Stock-based compensation of options and RSUs	-	-	2,665	-	-	2,665
Exercise of stock options	154,498	8	558	-	-	566
Comprehensive loss	-	-	-	(1,273)	(17,897)	(19,170)
Balance as of December 31, 2013	42,125,774	1,932	873,045	1,591	(650,535)	226,033
Issuance of restricted share units (RSU)	332,650	19	-	-	-	19
Stock-based compensation of options and RSUs	-	-	2,427	-	-	2,427
Exercise of stock options	272,000	15	1,152	-	-	1,167
Comprehensive loss	-	-	-	(3,011)	(1,496)	(4,507)
Balance as of December 31, 2014	42,730,424	1,966	876,624	(1,420)	(652,031)	225,139
Issuance of restricted share units (RSU)	283,175	14	-	-	-	14
Stock-based compensation of options and RSUs	-	-	1,901	-	-	1,901
Exercise of stock options	1,319,448	68	5,601	-	-	5,669
Comprehensive loss	-	-	-	(2,307)	(52,334)	(54,641)
Balance as of December 31, 2015	44,333,047	\$ 2,048	\$ 884,126	\$ (3,727)	\$ (704,365)	\$ 178,082

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2015	2014	2013
Cash flows from continuing operations			
Cash flows from operating activities:			
Loss	\$ (52,334)	\$ (1,496)	\$ (17,897)
Loss from discontinued operations	(200)	(795)	(8,320)
Loss from continuing operations	(52,134)	(701)	(9,577)
Reconciliation of loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	15,072	15,951	17,559
Goodwill impairment	20,402	-	-
Impairment of long lived assets	10,137	-	-
Stock-based compensation of options and RSUs	1,901	2,427	2,268
Accrued severance pay, net	(111)	300	(38)
Accrued interest and exchange rate differences on restricted cash and deposits, net	842	858	307
Exchange rate differences on long-term loans	(288)	(416)	157
Capital loss from disposal of property and equipment	82	430	48
Deferred income taxes, net	1	7	(2,733)
Decrease (increase) in trade receivables, net	4,553	(2,457)	(4,228)
Decrease (increase) in other assets (including short-term, long-term and deferred charges)	998	(20,251)	10,740
Increase in inventories	(2,821)	(445)	(6,502)
Increase in restricted cash directly related to operating activities, net	(87,004)	-	-
Increase (decrease) in trade payables	(5,133)	2,226	(1,225)
Increase (decrease) in accrued expenses	2,935	5,401	(4,703)
Increase (decrease) in advances from customers	79,884	(25,935)	25,249
Increase (decrease) in advances from customers held by trustees, net	(2,243)	14,068	(4,448)
Decrease in other current liabilities and other long-term liabilities	(1,860)	(7,625)	(6,477)
Net cash provided by (used in) operating activities	(14,787)	(16,162)	16,397

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2015	2014	2013
Cash flows used in investing activities:			
Purchase of property and equipment	(3,930)	(12,630)	(4,063)
Investment in restricted cash (including long-term)	(22,717)	(12,788)	(25,961)
Proceeds from restricted cash (including long-term)	34,120	11,228	2,975
Investment in restricted cash held by trustees	(16,634)	(24,869)	(17,587)
Proceeds from restricted cash held by trustees	21,501	12,306	13,744
Purchase of intangible assets	-	-	(16)
Net cash provided by (used in) investing activities	<u>12,340</u>	<u>(26,753)</u>	<u>(30,908)</u>
Cash flows used in financing activities:			
Capital lease payments	(609)	(234)	-
Issuance of restricted stock units and exercise of stock option	5,683	1,186	581
Payment of obligation related to the purchase of intangible asset	(500)	(500)	(500)
Short-term bank credit, net	(5,897)	16,570	(3,518)
Repayment of long-term loans	(4,544)	(4,633)	(12,950)
Net cash provided by (used in) financing activities	<u>(5,867)</u>	<u>12,389</u>	<u>(16,387)</u>
Cash flows from discontinued operations			
Net cash used in operating activities	-	-	(5,996)
Net cash provided by investing activities	-	-	15,791
Net cash provided by financing activities	-	-	12,884
	<u>-</u>	<u>-</u>	<u>22,679</u>
Effect of exchange rate changes on cash and cash equivalents	(977)	(172)	(325)
Decrease in cash and cash equivalents	(9,291)	(30,698)	(8,544)
Cash and cash equivalents at the beginning of the year	<u>27,726</u>	<u>58,424</u>	<u>66,968</u>
Cash and cash equivalents at the end of the year	<u>\$ 18,435</u>	<u>\$ 27,726</u>	<u>\$ 58,424</u>

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2015	2014	2013
Supplementary cash flow activities:			
(1) <u>Cash paid during the year for continuing operations:</u>			
Interest	\$ 1,507	\$ 1,681	\$ 2,154
Income taxes	\$ 517	\$ 1,582	\$ 730
(2) <u>Non-cash transactions:</u>			
Reclassification from inventories to property and equipment	\$ 2,519	\$ 2,857	\$ 3,778
Reclassification from property and equipment to inventories	\$ 114	\$ 381	\$ 691
Capital lease	\$ 26	\$ 1,123	\$ -

The accompanying notes are an integral part of the consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 1: GENERAL

a. Organization:

Gilat Satellite Networks Ltd. (the "Company" or "Gilat") and its subsidiaries (the "Group") is a global provider of end-to-end broadband satellite communication ("Satcom") network solutions and services. The Group designs, manufactures and provides full network management and equipment for Satcom as well as professional services to satellite operators and service providers worldwide. The equipment consists of very small aperture terminals ("VSATs"), solid-state power amplifiers ("SSPAs"), block up converters ("BUCs"), low-profile antennas and on-the-Move/on-the-Pause terminals. VSATs are earth-based terminals that transmit and receive broadband internet, voice, data and video via satellite. In addition, the Company provides integrated small cell solutions with its satellite backhaul for the cellular market. Gilat also provides connectivity services, internet access and telephony, to enterprise, government and residential customers over its own networks and also over networks which Gilat installs based on Build Operate Transfer (BOT). Additionally, the Company builds telecommunication infrastructure, typically using fiber-optic and wireless technologies for broadband connectivity.

Gilat was incorporated in Israel in 1987 and launched its first generation VSAT in 1989.

The Company's business is managed and reported as three separate reportable segments, consisting of the Company's Commercial, Mobility and Services Divisions. As to company's customers, geographic and segment information, see note 14.

b. Goodwill impairment:

The continuing pressure on the Department of Defense ("DoD") budget in the United State along with delayed orders from other clients as well as other factors, resulted in a decline in revenues and operational results of the Mobility Division during the nine months ended September 30, 2015, compared to budget and prior year's results. As of September 30, 2015, these factors were considered by the Company as indicators of a potential impairment of the Mobility Division's tangible assets, intangible assets and goodwill.

In accordance with ASC 350, "Intangible – Goodwill and Other" ("ASC 350"), following the identification of the impairment indicators, the Company performed a goodwill impairment test for the two reporting units in the Mobility Division as of September 30, 2015, using the income approach to value the reporting units' fair value. The impairment test resulted in a goodwill impairment of \$ 20,402 attributable to the Wavestream reporting unit. This impairment was recorded as part of "Goodwill impairment" in the statement of operations.

The material assumptions used for the income approach were five (5) years of projected cash flows, a long-term growth rate of 4% and discount rate of 13%.

In addition, the Company performed its annual goodwill impairment test procedures as of December 31, 2015. No additional impairment loss was recorded in 2015 as a result of such procedures.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 1: GENERAL (Cont.)

Following the impairment indicators mentioned above, the Company also evaluated the recoverability of the Mobility reporting units' tangible and intangible assets based on the updated future undiscounted cash flows expected to be generated by the assets in accordance with ASC 360 "Property, Plant and Equipment" ("ASC 360"). The projected undiscounted cash flows as of September 30, 2015 indicated that the assets are recoverable and an impairment loss does not exist.

c. Impairment of long-lived assets in Colombia:

Most of the activity of Gilat Colombia, a fully owned subsidiary of Gilat, consists of operating subsidized projects for the governmental authority (see also note 2c). During 2015, Gilat Colombia encountered higher than expected expenses related to its subsidized project for the governmental authority, which resulted in operating and cash flow losses from this project. The Company considered these losses, combined with its projections for continuing losses from this project, as indicators of potential impairment of Gilat Colombia's long-lived assets and led the Company to evaluate the recoverability of those assets based on the future undiscounted cash flows expected to be generated by the assets. Following the recoverability test, the Company came to the conclusion that the long lived assets are not recoverable and an impairment loss was calculated based on the excess of the carrying amount of the long-lived assets over the long-lived assets fair value. The Company identified an impairment loss of property and equipment, net and long-term deferred charges, which are part of "other assets" in the balance sheet, in the amount of \$4,106 and \$6,031, respectively. The total impairment loss in the amount of \$ 10,137 was recorded as part of "Impairment of long lived assets" in the statement of operations and is attributed to the Service Division.

d. Discontinued Operation:

On December 2, 2013, the Company sold its subsidiary, Spacenet Inc. ("Spacenet"), to SageNet of Tulsa, LLC for approximately \$ 16,000, subject to certain post-closing adjustments and expenses. The Company recorded a loss of \$ 1,385 as a result of this sale. The Company previously provided managed network communications services through Spacenet utilizing satellite wireline and wireless networks and associated technology mainly in the United States. Spacenet was sold in order to allow the Company to better focus its assets and management attention on its core business strategy and strategic target markets. During 2015 and 2014, some of the post-closing adjustments were resolved and consequently the Company incurred additional expenses of \$200 and \$795, respectively, related to those adjustments. These additional expenses are accounted as discontinued operations. Spacenet was previously part of the Services Division.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 1: GENERAL (Cont.)

The results of the discontinued operations for the years ended December 31, 2015, 2014 and 2013, are presented below:

	Year ended December 31,		
	2015	2014	2013
Revenues	\$ -	\$ -	\$ 67,865
Cost of revenues	-	-	54,996
Gross profit	-	-	12,869
Operating costs and expenses:			
Selling and marketing	-	-	7,753
General and administrative	-	-	11,758
Total operating expenses	-	-	19,511
Operating loss	-	-	(6,642)
Loss from disposal of subsidiary	(200)	(795)	(1,385)
Financial income (expenses), net	-	-	(255)
Loss before taxes on income	(200)	(795)	(8,282)
Taxes on income	-	-	38
Loss	\$ (200)	\$ (795)	\$ (8,320)

- e. The Company depends on a major supplier to supply certain components and services for the production of its products or providing services. If this supplier fails to deliver or delays the delivery of the necessary components or services, the Company will be required to seek alternative sources of supply. A change in suppliers could result in manufacturing delays or services delays which could cause a possible loss of sales and, or, additional incremental costs and, consequently, could adversely affect the Company's results of operations and financial position.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"), followed on a consistent basis.

a. Use of estimates:

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions. The Company's management believes that the estimates, judgments and assumptions used are reasonable based upon information available at the time they are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

b. Functional currency:

The majority of the revenues of the Company and certain of its subsidiaries are generated in U.S. dollars ("dollar") or linked to the dollar. In addition, a substantial portion of the Company's and certain of its subsidiaries' costs are incurred in dollar. The Company's management believes that the dollar is the primary currency of the economic environment in which the Company and certain of its subsidiaries operate. Thus, the functional and reporting currency of the Company and certain of its subsidiaries is the dollar.

Accordingly, monetary accounts maintained in currencies other than the dollar are remeasured into dollars in accordance with ASC 830, "Foreign Currency Matters" ("ASC 830"). All transaction gains and losses of the remeasurement of monetary balance sheet items are reflected in the consolidated statements of operations as financial income or expenses, as appropriate.

The financial statements of certain foreign subsidiaries, whose functional currency has been determined to be their local currency, have been translated into dollars. Assets and liabilities have been translated using the exchange rates in effect at the balance sheet date. Statements of operations amounts have been translated using specific rates. The resulting translation adjustments are reported as a component of equity in accumulated other comprehensive income (loss).

c. Principles of consolidation:

The consolidated financial statements include the accounts of the Company and its subsidiaries, in which the Company has a controlling voting interest and entities consolidated under the variable interest entities ("VIE") provisions of ASC 810, "Consolidation" ("ASC 810"). Inter-company balances and transactions have been eliminated upon consolidation.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Most of the activity of Gilat Colombia consists of operating subsidized projects for the Colombian Ministry of Information Technologies and Communications ("Ministry of ITC") through its "Dirección de Conectividad", or DirCon, (formerly known as Compartel Program). The first projects were originally awarded to Gilat's Colombian subsidiaries in 1999 and 2002 and were extended several times. An additional project was awarded to the subsidiary by the Ministry of ITC in 2011 and was completed in December 2013. The subsidiary was awarded another project from the Ministry of ITC in 2013 which is ongoing and scheduled to be completed in 2018.

As required in the bid documents for the Ministry of ITC projects, the Group established trusts (the "Trusts") and entered into governing trust agreements for each project (collectively, the "Trust Agreements"). The Trusts were established for the purpose of holding the network equipment, processing payments to subcontractors, and holding the funds received through the subsidy (the "Subsidy") from the government until they are released in accordance with the terms of the Subsidy and paid to Gilat Colombia. The Trusts are a mechanism to allow the Colombia government to review amounts to be paid with the Subsidy and verify that such funds are used in accordance with the transaction document and the terms of the Subsidy. Gilat Colombia generates revenues both from the Subsidy, as well as from the use of the network that Gilat Colombia operates.

The Trusts are considered VIEs and Gilat Colombia is identified as the primary beneficiary of the Trusts.

Under ASC 810, the Company performs ongoing reassessments of whether it is the primary beneficiary of the VIE. The assessment of Company's management is that the Company has the power to direct the activities of a VIE that most significantly impact the VIE's activities (it is responsible for establishing and operating the networks), and the obligation to absorb losses of the VIE that could potentially be significant to the VIE and the right to receive benefits from the VIE that could potentially be significant to the VIE's economic performance. As such, the Trusts were consolidated in the financial statements of the Company since their inception.

The cash held by the Trusts is consolidated within the financial statements of the Company and classified as "Restricted cash held by trustees". The advances from customers received by the Trusts are consolidated within the financial statements of the Company and classified as "Advances from customers held by trustees".

d. Cash equivalents:

Cash equivalents are short-term highly liquid investments that are not restricted as to withdrawals or use with maturities of three months or less at the date acquired.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

e. Short-term and long-term restricted cash:

Short-term restricted cash is either invested in certificates of deposit, which mature within one year, or in short-term highly liquid investments that are restricted to withdrawals or use. As of December 31, 2015, the vast majority of this amount was linked to the dollar. Such certificates of deposit are used as collateral for the lease of the Group's offices, performance and advance payment guarantees to customers and surety bonds and loans, and bear weighted average interest rates of 0.19% and 0.39% as of December 31, 2015 and 2014, respectively.

Long-term restricted cash is primarily invested in certificates of deposit, which mature in more than one year. As of December 31, 2015, the amount is linked to currencies other than dollar. It bears annual weighted average interest rates of 5.84% and 7.78% as of December 31, 2015 and 2014, respectively. Such certificates of deposit are used as collateral for the lease of the Group's offices, performance guarantees to customers and loans.

f. Restricted cash held by trustees:

As of December 31, 2015 and 2014, short-term restricted cash held by trustees is invested in a savings bank account linked to the Colombian Peso. The restricted cash is being released based upon performance milestones as stipulated in the agreements with the government of Colombia.

g. Inventories:

Inventories are stated at the lower of cost or market value. Inventory write-offs are provided to cover risks arising from slow-moving items, excess inventories, discontinued products, new products introduction and for market prices lower than cost. Any write-off is recognized in the consolidated statement of operations as cost of revenue. In addition, if required, the Company records a liability for firm non-cancelable and unconditional purchase commitments with contract manufacturers for quantities in excess of the Company's future demands forecast consistent with its valuation of excess and obsolete inventory.

Cost is determined as follows:

Raw materials, parts and supplies - using the weighted average cost method.

Work-in-progress - represents the cost of manufacturing with the addition of allocable indirect manufacturing costs, using the weighted average cost method.

Finished products - calculated on the basis of raw materials, direct manufacturing costs with the addition of allocable indirect manufacturing costs, using the weighted average cost method.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

h. Property and equipment, net:

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated by the straight-line method over the estimated useful lives of the assets as follows:

	<u>Years</u>
Buildings	50
Computers, software and electronic equipment	3 - 12
Office furniture and equipment	3 - 17
Vehicles	3 - 7

Leasehold improvements are amortized by the straight-line method over the term of the lease or the estimated useful life of the improvements, whichever is shorter.

Equipment leased to others under operating leases is carried at cost less accumulated depreciation and depreciated using the straight-line method over the useful life of the assets.

The Group has accounted for its assets which are under a capital lease arrangement in accordance with ASC 840 "Leases". Accordingly, assets under a capital lease are stated as assets of the Group on the basis of ordinary purchase prices (without the financing component), and depreciated according to the usual depreciation rates applicable to such assets. The lease payments payable in forthcoming years, net of the interest component included in them, are included in liabilities. The interest in respect of such amounts is accrued on a current basis and is charged to earnings.

i. Intangible assets:

Intangible assets subject to amortization are initially recognized based on the fair value allocated to them, and subsequently stated at amortized cost. The assets are amortized over their estimated useful lives using the straight line method over an estimated period during which benefits are expected to be received, in accordance with ASC 350, "Intangible - Goodwill and Other" ("ASC 350") as the following weighted average in years:

	<u>Years</u>
Technology	7.9
Customer relationships	6.8
Marketing rights and patents	12.1
Backlog	1.0

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

j. Impairment of long-lived assets

The Group's long-lived assets and identifiable intangible assets that are subject to amortization are reviewed for impairment in accordance with ASC 360, "Property, Plant and Equipment" ("ASC 360"), whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the assets. Such measurement includes significant estimates. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. However, the carrying amount of a group of assets is not to be reduced below its fair value. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

As for the impairment of long-lived assets in Colombia in 2015, see note 1c.

In 2014 and 2013, no long-lived assets impairment losses were recorded.

k. Goodwill:

Goodwill represents the excess of the purchase price in a business combination over the fair value of the net tangible and intangible assets acquired. Under ASC 350, goodwill is not amortized, but rather is subject to an annual impairment test. Goodwill is tested for impairment at the reporting unit level by comparing the fair value of the reporting unit with its carrying value. The Company performs its annual impairment analysis of goodwill in the fourth quarter of the year, or more often if there are indicators of impairment present.

ASC 350 allows an entity to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. If the qualitative assessment does not result in a more likely than not indication of impairment, no further impairment testing is required. If it does result in a more likely than not indication of impairment, the two-step impairment test is performed. Alternatively, ASC 350 permits an entity to bypass the qualitative assessment for any reporting unit and proceed directly to performing the first step of the goodwill impairment test.

The provisions of ASC 350 require that the quantitative two-step impairment test will be performed on goodwill at the level of the reporting units. In the first step, or Step 1, the Company compares the fair value of each reporting unit to its carrying value. If the fair value exceeds the carrying value of the net assets, goodwill is considered not impaired, and the Company is not required to perform further testing. If the carrying value of the net assets exceeds the fair value, then the Company must perform the second step, or Step two, of the impairment test in order to determine the implied fair value of goodwill.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

To determine the fair value used in Step 1, the Company uses discounted cash flows. If and when the Company is required to perform a Step 2 analysis, determining the fair value of its net assets and its off-balance sheet intangibles would require it to make judgments that involve the use of significant estimates and assumptions.

The Company determines the fair value of each reporting unit using the Income Approach, which utilizes a discounted cash flow model, as it believes that this approach best approximates the reporting unit's fair value. Judgments and assumptions related to revenue, operating income, future short-term and long-term growth rates, weighted average cost of capital, interest, capital expenditures, cash flows, and market conditions are inherent in developing the discounted cash flow model. The Company considers historical rates and current market conditions when determining the discount and growth rates to use in its analyses. If these estimates or their related assumptions change in the future, the Company may be required to record impairment charges for its goodwill.

As for the goodwill impairment loss recorded in 2015, see note 1b and note 6.

In 2014 and 2013, no goodwill impairment losses were recorded.

l. Contingencies

The Company is currently involved in various claims and legal proceedings. The Company reviews the status of each matter and assesses its potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, the Company accrues a liability for the estimated loss.

n. Revenue recognition:

The Group generates revenue mainly from the sale of products, which includes construction of networks, and from services for satellite-based communications networks and from providing connectivity services, internet access and telephony, to enterprise, government and residential customers under large-scale contracts over the Group's networks which the Group builds using the Group's equipment and also over networks which the Group installs based on Build Operate Transfer ("BOT"). These large-scale contracts sometimes involve the installation of thousands of VSATs or massive fiber-optic transport and access networks. Sale of products includes mainly the sale of VSATs, hubs, SSPAs, low-profile antennas and on-the-Move / on-the-Pause terminals, and construction and installation of large-scale networks based on BOT. Service revenue include access to and communication via satellites ("space segment"), installation of equipment, telephone services, internet services, consulting, on-line network monitoring, network maintenance and repair services. The Group sells its products primarily through its direct sales force and indirectly through resellers or system integrators. Sales consummated by the Group's sales force and sales to resellers or system integrators are considered sales to end-users.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Revenues from products sales are recognized in accordance with ASC 605-10, "Revenue recognition" and with ASC 605-25 "Multiple-Element Arrangements" ("ASC 605"), when delivery has occurred, persuasive evidence of an agreement exists, the vendor's fee is fixed or determinable, no further obligation exists and collectability is probable. When significant acceptance provisions are included in the arrangement revenues are deferred until the acceptance occurs. Generally, the Group does not grant rights of return. Service revenues are recognized ratably over the period of the contract or as services are performed, as applicable.

When a sales arrangement contains multiple elements, such as equipment and services, the Company allocates revenues to each element based on a selling price hierarchy. The selling price for a deliverable is based on its vendor specific objective evidence ("VSOE") if available, third party evidence ("TPE") if VSOE is not available, or estimated selling price ("ESP") if neither VSOE nor TPE is available. In multiple element arrangements, revenues are allocated to each separate unit of accounting for each of the deliverables using the relative selling prices of each of the deliverables in the arrangement based on the aforementioned selling price hierarchy. Where VSOE or TPE does not exist the Group establishes ESP, based on management judgment, considering internal factors such as margin objectives, pricing practices and etc.

Revenue from products under sales-type lease contracts is recognized in accordance with ASC 840, "Leases" ("ASC 840") upon installation or upon delivery, in cases where the customer obtains its own or other's installation services. The net investments in sales-type leases are discounted at the interest rates implicit in the leases. The present values of payments due under sales-type lease contracts are recorded as revenue at the time of shipment or installation, as appropriate. Future interest income is deferred and recognized over the related lease term as financial income.

Revenue from products and services under operating leases of equipment is recognized ratably over the lease period, in accordance with ASC 840.

Revenues from contracts under which the Group provides construction or production of products ("Production-Type Contracts") which are significantly customized to the buyer's specifications are recognized in accordance with ASC 605-35, "Construction-Type and Production-Type Contracts". In Production-Type Contracts under which units of a basic product in a continuous or sequential production process are produced, revenues are recognized based on the units-of-delivery method, recognizing revenue for each unit on the date that unit is delivered. In other Production-Type Contracts, which require significant construction and customization to the customer's specifications, revenues are recognized using the percentage-of-completion method of accounting based on the input measure by using the ratio of costs related to construction performance incurred to the total estimated amount of such costs. The amount of revenue recognized is based on the total fees under the arrangement and the percentage of completion achieved. Provisions for estimated losses on uncompleted contracts, if any, are made in the period in which such losses are first determined, in the amount of the estimated loss on the entire contract.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Deferred revenue and advances from customers represent amounts received by the Group when the criteria for revenue recognition as described above are not met and are included in "Other current liabilities" and "Other long-term liabilities". When deferred revenue is recognized as revenue, the associated deferred charges are also recognized as cost of sales.

o. Shipping and advertising expenses:

Selling and marketing expenses include shipping expenses in the amounts of \$ 976, \$ 2,685 and \$ 4,047 for the years ended December 31, 2015, 2014 and 2013, respectively.

Advertising costs are expensed as incurred. Advertising expenses amounted to \$ 181, \$ 273 and \$ 412 for the years ended December 31, 2015, 2014 and 2013, respectively.

p. Warranty costs:

Generally, the Group provides product warranties for periods between twelve to eighteen months at no extra charge. A provision is recorded for estimated warranty costs based on the Group's experience. Warranty expenses amounted to \$ 864, \$ 361 and \$ 556 for the years ended December 31, 2015, 2014 and 2013, respectively.

q. Research and development expenses, net:

Research and development costs are charged to the statements of operations as incurred. ASC 985, "Software", requires capitalization of certain software development costs subsequent to the establishment of technological feasibility.

Based on the Company's product development process, technological feasibility is established upon completion of a working model. Costs incurred by the Company between completion of the working models and the point at which the products are ready for general release has been insignificant. Therefore, all research and development costs have been expensed.

r. Research and development grants:

The Group receives royalty-bearing and non-royalty-bearing grants from the Government of Israel and from other funding sources, for approved research and development projects. These grants are recognized at the time the Group is entitled to such grants on the basis of the costs incurred or milestones achieved as provided by the relevant agreement and included as a deduction from research and development expenses.

Research and development grants deducted from research and development expenses amounted to \$ 2,540, \$ 2,477 and \$ 1,591 in the years ended December 31, 2015, 2014 and 2013, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

s. Accounting for stock-based compensation:

The Group accounts for stock-based compensation in accordance with ASC 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires companies to estimate the fair value of equity-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as an expense over the requisite service periods in the Company's consolidated statement of operations.

The Group recognizes compensation expenses for the value of its awards, based on the straight line method over the requisite service period of each of the awards, net of estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

The Group selected the Black-Scholes-Merton option pricing model as the most appropriate fair value method for its stock-options awards and the fair value of restricted share units ("RSUs") based on the market stock price on the date of grant. The option-pricing model requires a number of assumptions, of which the most significant are the expected stock price volatility and the expected option term. Expected volatility was calculated based upon actual historical stock price movements. The expected term of options granted is based upon historical experience and represents the period of time that options granted are expected to be outstanding. The risk-free interest rate is based on the yield from U.S. treasury bonds with an equivalent term. The Group has historically not paid dividends and has no foreseeable plans to pay dividends.

The Group accounts for equity instruments issued to third party service providers (non-employees) in accordance with the fair value based on an option-pricing model, pursuant to the guidance in ASC 505-50, "Equity-Based Payments to Non-Employees" ("ASC 505-50"). The fair value of the options granted and are unvested is revalued over the related service periods and recognized over the remaining vesting period. (See also note 9).

t. Income taxes:

The Group accounts for income taxes in accordance with ASC 740, "Income Taxes" ("ASC 740"). ASC 740 prescribes the use of the liability method whereby deferred tax assets and liability account balances are determined based on differences between the financial reporting and the tax basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Group provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more likely than not that a portion or all of the deferred tax assets will not be realized.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The Group implements a two-step approach for recognizing and measuring uncertain tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination.

Measurement (step two) is only addressed if step one has been satisfied (i.e., the position is more-likely-than-not to be sustained) otherwise a full liability in respect of a tax position not meeting the more-than-likely-than-not criteria is recognized.

Under step two, the tax benefit is measured as the largest amount of benefit, determined on a cumulative probability basis that is more-likely-than-not to be realized upon ultimate settlement.

The Company classifies interest and penalties on income taxes as financial expenses and general and administrative expenses, respectively

u. Concentrations of credit risks:

Financial instruments that potentially subject the Group to concentrations of credit risk consist principally of cash and cash equivalents, short-term and long-term restricted cash, short-term restricted cash held by trustees, trade receivables, long-term trade receivables and foreign currency derivative contracts.

The majority of the Group's cash and cash equivalents are invested in dollars with major banks in Israel, the United States and South America. Generally, these cash equivalents may be redeemed upon demand and therefore, management believes that they bear lower risk.

The majority of the Group's short-term and long-term restricted cash are invested in dollars with major banks in South America. The Group is entitled to receive the restricted cash generally based upon actual performance of its projects.

The Group also has restricted cash held by trustees, which is invested in Colombian Pesos with major banks in Colombia. As of December 31, 2015, restricted cash held by the trustees amounted to \$ 8,524. The Group is entitled to receive the restricted cash held by the trustee in stages based upon operational milestones. The cash held in the trusts is reflected in the Company's balance sheet as "Restricted cash held by trustees".

Trade receivables and other long-term receivables of the Group are mainly derived from sales to major customers located in the South and Central America and Asia. The Group performs ongoing credit evaluations of its customers and obtains letters of credit and bank guarantees for certain receivables. An allowance for doubtful accounts is determined with respect to specific debts that the Group has determined to be doubtful of collection.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

- v. Employee related benefits:

Severance pay:

The Company's liability for severance pay is calculated pursuant to the Israeli Severance Pay Law based on the most recent salary of the employees multiplied by the number of years of employment, as of the balance sheet date. Employees whose employment is terminated by the Company or who are otherwise entitled to severance pay in accordance with Israeli law or labor agreements are entitled to one month's salary for each year of employment or a portion thereof. The Company's liability for all of its Israeli employees is partly provided for by monthly deposits for insurance policies and the remainder by an accrual. The value of these policies is recorded as an asset in the Company's consolidated balance sheet.

During April and May 2008 (the "transition date"), the Company amended the contracts of most of its Israeli employees so that starting on the transition date, such employees are subject to Section 14 of the Severance Pay Law, 1963 ("Section 14") for severance pay accumulated in periods of employment subsequent to the transition date. In accordance with Section 14, upon termination, the release of the contributed amounts from the fund to the employee shall relieve the Company from any further severance liability and no additional payments shall be made by the Company to the employee. As a result, the related obligation and amounts deposited on behalf of such obligation are not stated on the balance sheet, as the Company is legally released from severance obligation to employees once the amounts have been deposited, and the Company has no further legal ownership of the amounts deposited.

The carrying value for the deposited funds for the Company's employees' severance pay for employment periods prior to April and May 2008 include profits and losses accumulated up to the balance sheet date. The deposited funds may be withdrawn only upon the fulfillment of the obligation pursuant to the Israeli Severance Pay Law or labor agreements.

Severance pay expenses for the years ended December 31, 2015, 2014 and 2013, amounted to approximately \$ 2,407, \$ 2,652 and \$ 2,881, respectively.

401K profit sharing plans:

The Group has a number of savings plans in the United States that qualify under Section 401(k) of the Internal Revenue Code. U.S employees may contribute up to 100% of their pretax salary, but not more than statutory limits. Generally, the Group contributes one dollar for each dollar a participant contributes in this plan, in an amount of up to 3% of salary and in addition, in some plans, it contributes fifty cents for each dollar a participant contributes in this plan, for an additional 3%. Matching contributions for all the plans were approximately \$ 327, \$ 311 and \$ 317 for the years ended 2015, 2014 and 2013, respectively. Matching contributions are invested in proportion to each participant's voluntary contributions in the investment options provided under the plan.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

v. Fair value of financial instruments:

The Group applies ASC 820, "Fair Value Measurements and Disclosures" ("ASC 820"). Under this standard, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date.

In determining fair value, the Group uses various valuation approaches. ASC 820 establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Group. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the inputs as follows:

- Level 1 - Valuations based on quoted prices in active markets for identical assets that the Company has the ability to access. Valuation adjustments and block discounts are not applied to Level 1 instruments. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.
- Level 2 - Valuations based on one or more quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.
- Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The availability of observable inputs can vary from investment to investment and is affected by a wide variety of factors, including, for example, the type of investment, the liquidity of markets and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment and the investments are categorized as Level 3.

The carrying amounts of cash and cash equivalents, restricted cash, trade receivables, other current assets, trade payables, accrued expenses and other current liabilities approximate their fair value due to the short-term maturities of such instruments.

The Company measured the fair value of the forward contracts in accordance with ASC 820 and classified them as level 2.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

w. Restructuring Costs:

The Company accounts for restructuring activities in accordance to ASC 420, "Exit or Disposal Cost Obligations", which requires that a liability for a cost associated with an exit or disposal activity be recognized and measured. During 2015 and 2013, the Company initiated restructuring plans to improve its operating efficiency at its various operating sites and to reduce its operating expenses. (See also note 10).

x. Loss per share:

Basic net loss per share is computed based on the weighted average number of Ordinary shares outstanding during each period. Diluted net loss per share is computed based on the weighted average number of Ordinary shares outstanding during each period, plus dilutive potential Ordinary shares considered outstanding during the period, in accordance with ASC 260, "Earning per Share" ("ASC 260"). The total weighted average number of shares related to the outstanding options excluded from the calculations of diluted net loss per share, as they would have been anti-dilutive, was 3,925,236, 5,546,082 and 6,832,576 for the years ended December 31, 2015, 2014 and 2013, respectively.

All employee stock options and RSUs were anti-dilutive for the years ended December 31, 2015, 2014 and 2013, respectively.

y. Derivatives and hedging activities:

ASC 815, "Derivatives and Hedging" ("ASC 815"), as amended, requires the Company to recognize all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through income (loss). If the derivative is a hedge, depending on the nature of the hedge, changes in the fair value of derivatives are either offset against the change in fair value of the hedged assets, liabilities, or firm commitments through earnings or recognized in other comprehensive income until the hedged item is recognized in earnings. The ineffective portion of a derivative's change in fair value is immediately recognized in earnings.

The Company measured the fair value of the forward contracts in accordance with ASC 820 (classified as level 2).

A Company subsidiary entered into forward contracts in order to hedge the exposure to variability in expected future cash flows resulting from changes in related foreign currency exchange rates.

The Company entered into forward contracts to hedge against the risk of changes in future cash flow from payments of payroll and related expenses denominated in New Israeli Shekels ("NIS").

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

z. Comprehensive income (loss):

The Company accounts for comprehensive income in accordance with ASC 220, "Comprehensive Income". Comprehensive income (loss) generally represents all changes in shareholders' equity during the period except those resulting from investments by, or distributions to, shareholders. The Company determined that its items of other comprehensive income (loss) relate to unrealized gains and losses on hedging derivative instruments and foreign currency translation adjustments.

The following table shows the components of Accumulated other comprehensive income, as of December 31, 2015 and 2014:

	Year ended December 31, 2015		
	Foreign currency translation adjustments	Unrealized gains (losses) on cash flow hedges	Total
Beginning balance	\$ (614)	\$ (806)	\$ (1,420)
Other comprehensive loss before reclassifications	(3,022)	(124)	(3,146)
Amounts reclassified from accumulated other comprehensive loss	-	839	839
Net current-period other comprehensive loss	(3,022)	715	(2,307)
Ending balance	\$ (3,636)	\$ (91)	\$ (3,727)
	Year ended December 31, 2014		
	Foreign currency translation adjustments	Unrealized gains (losses) on cash flow hedges	Total
Beginning balance	\$ 1,591	-	\$ 1,591
Other comprehensive loss before reclassifications	(2,205)	(1,791)	(3,996)
Amounts reclassified from accumulated other comprehensive loss	-	985	985
Net current-period other comprehensive loss	(2,205)	(806)	(3,011)
Ending balance	\$ (614)	\$ (806)	\$ (1,420)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

aa. Impact of recently issued accounting pronouncements:

In 2015, the Company adopted ASU 2014-05 "Service Concession Arrangements" (ASU 2014-05). A service concession arrangement is an arrangement between a public-sector entity grantor and an operating entity under which the operating entity operates the grantor's infrastructure (for example, airports, roads, and bridges). According to ASU 2014-05 an operating entity should not account for a service concession arrangement under ASC 840 "Leases" and accordingly the infrastructure used in a service concession arrangement should not be recognized as property, plant, and equipment of the operating entity when the grantor controls the services that the operating entity must provide with the infrastructure, and through ownership, any residual interest in the infrastructure at the end of the term of the arrangement. There was no effect of the adoption above on the financial statement of the Company for the years ended December 31, 2014 and 2013.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers: Topic 606 (ASU 2014-09), to supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, more judgment and estimates may be required within the revenue recognition process than are required under existing U.S. GAAP, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective for the Company in 2018 using either of two methods: (i) retrospective application of ASU 2014-09 to each prior reporting period presented with the option to elect certain practical expedients as defined within ASU 2014-09; or (ii) retrospective application of ASU 2014-09 with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application and providing certain additional disclosures as defined per ASU 2014-09. The Company is currently in the process of evaluating the impact of the adoption of the update on its consolidated financial statements and considering additional disclosures requirements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) ("ASU 2016-02"). The new guidance requires lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by all leases with terms of more than 12 months. ASU 2016-02 also will require disclosures designed to give financial statement users information on the amount, timing, and uncertainty of cash flows arising from leases. It is effective for annual reporting periods beginning after December 15, 2018 including interim periods within those fiscal years, but early adoption is permitted. The ASU requires a modified retrospective transition approach and provides certain optional transition relief. For the Company, ASU 2016-02 is effective for annual reporting periods beginning after December 15, 2018, including interim periods within that reporting period.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 3:- INVENTORIES

- a. Inventories are comprised of the following:

	December 31,	
	2015	2014
Raw materials, parts and supplies	\$ 7,084	\$ 8,130
Work in progress	7,471	5,477
Finished products	10,803	11,505
	<u>\$ 25,358</u>	<u>\$ 25,112</u>

- b. Inventory write-offs totaled \$ 2,054, \$ 1,002 and \$ 2,080 in 2015, 2014 and 2013, respectively.

NOTE 4:- PROPERTY AND EQUIPMENT, NET

- a. Composition of property and equipment, grouped by major classifications, is as follows:

	December 31,	
	2015	2014
Cost:		
Buildings and land	\$ 93,499	\$ 93,094
Computers, software and electronic equipment	70,590	67,874
Equipment leased to others	73,798	75,606
Office furniture and equipment	7,782	7,823
Vehicles	436	455
Leasehold improvements	2,330	2,747
	<u>248,435</u>	<u>247,599</u>
Accumulated depreciation and impairment *)	<u>166,472</u>	<u>156,706</u>
Depreciated cost	<u>\$ 81,963</u>	<u>\$ 90,893</u>

*) During the year ended December 31, 2015, the Company recorded an impairment loss of \$4,106. The impairment loss was recorded as reduction of the cost of equipment leased to others and computers, software and electronic equipment in the amount of \$4,030 and \$76, respectively (see also note 1c).

- b. Depreciation expenses totaled \$ 9,256, \$ 10,091 and \$ 9,162 in 2015, 2014 and 2013, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 4:- PROPERTY AND EQUIPMENT, NET (Cont.)

- c. At December 31, 2015 and 2014, property and equipment under capital leases consisted of assets with a depreciated cost of \$ 787 and \$ 986, respectively. Depreciation expenses under capital leases totaled \$ 225, \$ 110 and \$ 0 for the years ended December 31, 2015, 2014 and 2013, respectively.
- d. As for pledges and securities, see also note 12d.

NOTE 5:- INTANGIBLE ASSETS, NET

- a. Composition of intangible assets, grouped by major classifications, is as follows:

	December 31,	
	2015	2014
Original amounts:		
Technology	\$ 42,504	\$ 42,504
Customer relationships	4,466	4,466
Marketing rights and patents	3,421	3,421
Backlog	432	432
	<u>50,823</u>	<u>50,823</u>
Accumulated amortization:		
Technology	28,271	23,299
Customer relationships	3,419	2,795
Marketing rights and patents	1,547	1,327
Backlog	432	432
	<u>33,669</u>	<u>27,853</u>
	<u>\$ 17,154</u>	<u>\$ 22,970</u>

- b. Amortization expenses amounted to \$ 5,816, \$ 5,860 and \$ 8,397 for the years ended December 31, 2015, 2014 and 2013, respectively.
- c. Estimated amortization expenses for the following years is as follows:

<u>Year ending December 31,</u>	
2016	\$ 5,771
2017	5,674
2018	3,275
2019	911
2020	441
2021 and thereafter	<u>1,082</u>
	<u>\$ 17,154</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 6:- GOODWILL

	December 31,	
	2015	2014
Goodwill *)	\$ 105,647	\$ 105,647
Accumulated impairment losses **)	(62,179)	(41,777)
	<u>\$ 43,468</u>	<u>\$ 63,870</u>

*) The carrying amount of the goodwill is associated with the Mobility Division.

***) During the year ended December 31, 2015, the Company recorded an impairment loss of \$ 20,402 (see also note 1b).

NOTE 7:- COMMITMENTS AND CONTINGENCIES

a. Lease commitments:

Minimum lease commitments of certain subsidiaries under non-cancelable operating lease agreements with respect to premises occupied by them, at rates in effect subsequent to December 31, 2015, are as follows:

<u>Year ending December 31,</u>	<u>Lease Commitments</u>
2016	\$ 1,337
2017	343
2018	287
2019	89
	<u>\$ 2,056</u>

Rent expenses during the years ended December 31, 2015, 2014 and 2013 were \$ 2,548, \$ 2,966 and \$ 2,349, respectively.

Some of the Group's lease agreements do not include renewal options.

b. Commitments with respect to space segment services:

Future minimum payments due for space segment services to be rendered subsequent to December 31, 2015, are as follows:

<u>Year ending December 31,</u>	
2016	\$ 8,462
2017	8,098
2018	2,128
	<u>\$ 18,688</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 7:- COMMITMENTS AND CONTINGENCIES (Cont.)

Space segment services expenses during the years ended December 31, 2015, 2014 and 2013 were \$ 8,333, \$ 7,913 and \$ 10,352, respectively.

- c. In 2015 and 2014, the Company's primary material purchase commitments were with inventory suppliers. The Company's material inventory purchase commitments are based on purchase orders, or on outstanding agreements with some of the Company's suppliers of inventory. As of December 31, 2015 and 2014, the Company's major outstanding inventory purchase commitments amounted to \$ 14,213 and \$ 29,747, respectively, all of which were orders placed or commitments made in the ordinary course of its business. As of December 31, 2015 and 2014, \$ 3,789 and \$ 2,774, respectively, of these orders and commitments, were from suppliers which can be considered sole or limited in number.

- d. Royalty commitments:

1. The Company is committed to pay royalties to the Office of the Chief Scientist ("OCS") of the Ministry of Economy of the Government of Israel on proceeds from sales of products resulting from the research and development projects in which the OCS participated with royalty bearing grants. In the event that development of a specific product in which the OCS participated is successful, the Company will be obligated to repay the grants through royalty payments at the rate of 3% to 5% based on the sales of the Company, up to 100% of the grants received linked to the dollar. Grants are subject to interest at a rate equal to the 12 month LIBOR rate. The obligation to pay these royalties is contingent upon actual sales of the products and, in the absence of such sales, no payment is required.

As of December 31, 2015 and 2014, the Company had a contingent liability to pay royalties in the amount of approximately \$ 749 and \$ 744, respectively.

The Company did not pay or accrue any amounts for such royalties during the years ended December 31, 2015, 2014 and 2013.

2. Research and development projects undertaken by the Company were partially financed by the Binational Industrial Research and Development Fund ("BIRD") Foundation. The Company is committed to pay royalties to the BIRD Foundation at a rate of 5% of sales proceeds generating from projects for which the BIRD Foundation provided funding up to 150% of the sum financed by the BIRD Foundation.

The obligation to pay these royalties is contingent on actual sales of the products and in the absence of such sales, no payment is required.

As of December 31, 2015 and 2014, the Company had a contingent liability to pay royalties in the amount of approximately \$ 121 and \$ 85, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 7:- COMMITMENTS AND CONTINGENCIES (Cont.)

The Company did not pay or accrue any amounts for such royalties during the years ended December 31, 2015, 2014 and 2013.

e. Litigations:

In 2003, the Brazilian tax authority filed a claim against the Company's subsidiary in Brazil (an inactive company), for the payment of taxes allegedly due by the subsidiary. Several legal proceedings with respect to this matter were carried out in the Brazilian courts. These proceedings were concluded with a final unfavorable decision against the subsidiary in February and March 2016, except with respect to a small portion of the claim. As of December 31, 2015, the total amount of this claim, including interest, penalties and legal fees, is approximately \$ 7,000, of which approximately \$1,000 is principal. Based on the Company's external legal counsel's opinion, the Company believes that any foreclosure procedures against the subsidiary cannot be legally redirected to any of the Group's entities and managers. Accordingly, the chances that such redirection will lead to a loss recognition are remote and therefore, the Company did not record any accrual related to this litigation.

In addition, the Group is in the midst of different stages of audits and disputes with various tax authorities in different parts of the world, specifically in certain jurisdictions in Latin America. Further, the Company is the defendant in various other lawsuits, including employment-related litigation claims and other legal proceedings in the normal course of its business. While the Company intends to defend the aforementioned matters vigorously, it believes that a loss in excess of its accrued liability with respect to these claims is not probable.

f. Pledges and securities - see note 12d.

g. Guarantees:

The Group guarantees its performance to certain customers (generally to government entities) through bank guarantees, surety bonds from insurance companies and corporate guarantees. Guarantees are often required for the Group's performance during the installation and operational periods. The guarantees typically expire when certain operational milestones are met.

As of December 31, 2015, the aggregate amount of bank guarantees and surety bonds from insurance companies outstanding in order to secure the Group's various performance obligations was \$ 192,503, including an aggregate of \$ 144,541 on behalf of its subsidiary in Peru. The Group has \$ 91,342 of restricted cash to these guarantees.

In accordance with ASC 460, "Guarantees" ("ASC 460"), as the guarantees above are performance guarantees for the Group's own performance, such guarantees are excluded from the scope of ASC 460. The Group has not recorded any liability for such amounts, since the Group expects that its performance will be acceptable. To date, no guarantees have ever been exercised against the Group.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 8- DERIVATIVE INSTRUMENTS

To protect against changes in value of forecasted foreign currency cash flows resulting from salaries and related payments that are denominated in NIS, the Company has entered into foreign currency forward contracts. These contracts are designated as cash flows hedges, as defined by ASC 815, as amended, and are considered highly effective as hedges of these expenses. The forward contracts are expected to occur at various dates within the following twelve months.

The following table details the fair value of derivative instruments in the balance sheet:

	Balance sheet line item	Fair value of derivative instruments	
		December 31,	
		2015	2014
Derivative:			
Foreign exchange forward contracts	Other current assets (liabilities)	\$ (57)	\$ 1,949
Option contracts to hedge payroll expenses	Other current liabilities	\$ (91)	\$ (806)

During the years ended December 31, 2015, 2014 and 2013, the Company recognized net income (loss) related to the effective portion of its hedging instruments. The effective portion of the hedged instruments has been included as an offset (addition) of payroll expenses and other operating expenses in the statement of operations in the following line items:

	December 31,		
	2015	2014	2013
Cost of revenues of products	\$ (100)	\$ (107)	\$ 339
Cost of revenues of services	(55)	(76)	148
Research and development, net	(291)	(337)	717
Selling and marketing	(180)	(166)	297
General and administrative	(187)	(201)	402
	\$ (813)	\$ (887)	\$ 1,903

The ineffective portion of the hedged instrument which was recorded during the years ended December 31, 2015, 2014 and 2013, was immaterial and has been recorded as financial income (loss).

To protect against changes in value of forecasted foreign currency cash flows resulting from A Company' subsidiary entered into forward contracts in order to hedge the exposure to variability in expected future cash flows resulting from changes in related foreign currency exchange rates. These contracts did not meet the requirement for hedge accounting. The amount recorded as financial income related to these contracts in 2015, 2014 and 2013 was \$ 2,116, \$1,949 and \$0, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 9:- EQUITY

a. Share capital:

Ordinary shares confer upon their holders voting rights, the right to receive cash dividends and the right to share in excess assets upon liquidation of the Company.

b. Stock Option Plans:

Description of Plans

The Company had three stock option plans, the 2003 Stock Option and Incentive Plans and the 2005 and 2008 Stock Incentive Plans (the "Plans").

The 2003 Plan and the 2005 plan expired in 2013 and 2012 respectively, although there are still options and RSU's outstanding under the plans.

The exercise price per share under the 2003 Plan is the higher of (i) \$ 5.00 per share; and (ii) the market value of the shares as of the date of the option grant, unless otherwise provided in the stock option agreement.

In October 2008, the compensation stock option committee of the Company's Board of Directors approved the adoption of a new plan, the 2008 Plan with 1,000,000 shares or stock options available for grant and a sub-plan to enable qualified optionees certain tax benefits under the Israeli Income Tax Ordinance. Among the incentives that may be adopted are share options, performance share awards, performance share unit awards, restricted shares, restricted share unit awards and other stock-based awards. In October 2010, April 2012 and April 2015, the Company's Board of Directors approved, in the aggregate, a 3,500,000 shares increase in the number of shares or stock options available for grant under the 2008 Plan to a total of 4,500,000 shares available for future grants. As of December 31, 2015, an aggregate of 631,888 shares are still available for future grants under the 2008 Plan.

Options granted under the Plans above vest quarterly over two to four years or annually over four years. The options expire six, seven or ten years from the date of grant. RSUs granted under the Plans above (excluding the 2003 plan) vest quarterly or annually over four years. Any options or RSUs, which are forfeited or canceled before expiration of the plan, become available for future grants.

Valuation Assumptions

The company estimates the fair value of the stock options granted using the Black-Scholes-Merton option-pricing model, which requires a number of assumption: the expected volatility is based upon actual historical stock price movements; the expected term of options granted is based upon historical experience and represents the period of time that options granted are expected to be outstanding.

The risk-free interest rate is based on the yield from U.S. Treasury zero-coupon bonds with an equivalent term. The Company has historically not paid dividends and has no foreseeable plans to pay dividends.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 9:- EQUITY (Cont.)

Options granted to Employees

The fair value of the Company's stock options granted to employees for the years ended December 31, 2015, 2014 and 2013 was estimated using the following weighted average assumptions:

	Year ended December 31,		
	2015	2014	2013
Risk free interest	1.24-1.61%	1.43-1.73%	0.90%
Dividend yields	0%	0%	0%
Volatility	33-34%	34-36%	46%
Expected term (in years)	4.8	4.8	5

No options were granted to non-employees during the years ended December 31, 2015, December 31, 2014 and December 31, 2013.

A summary of employee option balances under the Plans as of December 31, 2015 and changes during the year ended December 31, 2015 are as follows:

	Number of options	Weighted- average exercise price	Weighted- average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Outstanding at January 1, 2015	4,431,383	\$ 5.0	2.2	\$ 1,405
Granted	570,000	\$ 5.5		
Exercised	(1,307,448)	\$ 4.3		
Expired	(1,209,005)	\$ 5.7		
Forfeited	(983,830)	\$ 5.5		
Outstanding at December 31, 2015	<u>1,501,100</u>	<u>\$ 5.0</u>	<u>4.3</u>	<u>\$ 74</u>
Exercisable at December 31, 2015	<u>555,182</u>	<u>\$ 4.7</u>	<u>3.3</u>	<u>\$ 41</u>
Vested and expected to vest at December 31, 2015	<u>1,379,691</u>	<u>\$ 4.9</u>	<u>4.2</u>	<u>\$ 74</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 9:- EQUITY (Cont.)

A summary of employee option balances under the Plans as of December 31, 2014 and 2013 and changes during the years ended on those dates are as follows:

	Year ended December 31,			
	2014		2013	
	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price
Options outstanding at beginning of year	5,374,000	\$ 5.0	5,879,798	\$ 5.0
Granted	600,000	\$ 5.2	40,000	\$ 5.3
Exercised	(272,000)	\$ 4.0	(154,498)	\$ 4.2
Expired	(21,750)	\$ 6.5	(151,900)	\$ 5.0
Forfeited	(1,248,867)	\$ 5.2	(239,400)	\$ 6.0
Options outstanding at end of year	<u>4,431,383</u>	<u>\$ 5.0</u>	<u>5,374,000</u>	<u>\$ 5.0</u>
Options exercisable at end of year	<u>3,357,465</u>	<u>\$ 5.2</u>	<u>4,097,913</u>	<u>\$ 5.4</u>

The weighted-average grant-date fair value of options granted to employees during the years ended December 31, 2015, 2014 and 2013 was \$ 1.46, \$ 1.51 and \$ 2.17, respectively. The aggregate intrinsic value in the table above represents the total intrinsic value (the difference between the Company's closing stock price on the last trading day of the year 2015 and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2015. These amounts change based on the fair market value of the Company's stock. Total intrinsic value of options exercised for the years ended December 31, 2015, 2014 and 2013 was approximately \$ 1,911, \$ 247 and \$ 201, respectively.

The outstanding and exercisable options granted to employees under the Plans as of December 31, 2015, have been separated into ranges of exercise price as follows:

Ranges of Exercise Price	Options outstanding as of December 31, 2015	Weighted average remaining contractual life (years)	Weighted Average Exercise Price	Options exercisable as of December 31, 2015	Weighted average exercise price of exercisable options
\$ 3.00-4.00	376,100	3.8	\$ 3.4	149,600	\$ 3.3
\$ 4.54-6.77	1,075,000	4.4	\$ 5.5	405,582	\$ 5.2
\$ 7.01	<u>50,000</u>	5.3	\$ 7.0	-	-
	<u>1,501,100</u>	4.3	\$ 5.0	<u>555,182</u>	\$ 4.7

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 9:- EQUITY (Cont.)

Restricted Share Units ("RSUs") granted to Employees and Non-employees

The fair value of RSUs is estimated based on the market value of the Company's shares on the date of the award.

During 2015, 2014 and 2013, the Company granted 0, 0 and 47,000 RSUs, respectively. The entitlement to these RSUs vests over a four-year period (15%, 25%, 30% and 30% each year, respectively) in annual tranches. The following table summarizes information regarding the number of RSUs issued and outstanding as of December 31, 2015, 2014 and 2013 and changes during the years ended on those dates:

Employees:

	Year ended December 31,					
	2015		2014		2013	
	Number of RSUs	Weighted average grant date fair value	Number of RSUs	Weighted average grant date fair value	Number of RSUs	Weighted average grant date fair value
RSUs outstanding at the beginning of the year	571,625	\$ 4.1	991,276	\$ 4.1	1,348,452	\$ 4.1
Granted	-		-		47,000	\$ 5.8
Vested	(281,675)	\$ 4.0	(323,650)	\$ 4.1	(262,426)	\$ 4.3
Forfeited	(45,750)	\$ 3.9	(96,001)	\$ 4.1	(141,750)	\$ 4.3
RSUs outstanding at the end of the year	<u>244,200</u>	<u>\$ 4.1</u>	<u>571,625</u>	<u>\$ 4.1</u>	<u>991,276</u>	<u>\$ 4.1</u>

As of December 31, 2015, there were no outstanding options to non-employees.

Additional Stock-based Compensation Data

As of December 31, 2015, there was approximately \$ 1,419 of unrecognized compensation costs related to non-vested stock-based compensation arrangements granted to employees under the Plans and no unrecognized compensation costs related to non-vested stock-based compensation arrangements granted to non-employees under the Plans. The cost related to employees is expected to be recognized over a weighted-average period of 1.23 years.

- c. In July 2014, the Company approved the grant of 250,000 stock options to its Chairman of the Board of Directors at an exercise price of \$ 5.06 per share. In May 2015, the Company approved the grant of 150,000 stock options to its Chairman of the Board of Directors for his additional position as interim CEO at an exercise price of \$ 6.72 per share. These options vest ratably, each quarter, over a four-year period. This grants are included in the above tables as employee grants.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 9:- EQUITY (Cont.)

d Dividends:

1. In the event that cash dividends are declared by the Company, such dividends will be declared and paid in Israeli currency. Under current Israeli regulations, any cash dividend in Israeli currency paid in respect of ordinary shares purchased by non-residents of Israel with non-Israeli currency, may be freely repatriated in such non-Israeli currency, at the exchange rate prevailing at the time of repatriation. The Company does not expect to pay cash dividends in the foreseeable future.
2. Pursuant to the terms of a credit line from a bank (see also note 12d), the Company is restricted from paying cash dividends to its shareholders without initial approval from the bank.

NOTE 10:- RESTRUCTURING COSTS

During 2015 and 2013, the Company initiated restructuring plans to improve its operating efficiency at its various operating sites and to reduce its operating expenses. As a result of the restructuring plans, the Company recorded an amount of \$ 367 for one-time employee termination benefits and \$ 1,141 for costs to terminate a contract for the year ended December 31, 2015, and an amount of \$ 564 for one-time employee termination benefits for the year ended December 31, 2013. These costs were recorded as part of "Restructuring Costs" in the statement of operations. Out of the total amount of restructuring expenses, \$ 1,121 was paid by December 31, 2015. The Company does not expect to incur any additional expenses as part of this plan.

NOTE 11:- TAXES ON INCOME

- a. Accounting for uncertainty in income taxes:

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	<u>December 31,</u>	
	<u>2015</u>	<u>2014</u>
Balance at beginning of year	\$ 1,214	\$ 4,752
Reductions for prior years' tax position	(343)	(3,571)
Additions for current year's tax position	-	36
Balance at the end of year	<u>\$ 871</u>	<u>\$ 1,214</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 11:- TAXES ON INCOME (Cont.)

The unrecognized tax benefits include accrued penalties and interest of \$ 250 and \$ 263 as of December 31, 2015 and 2014, respectively. During the years ended December 31, 2015, and 2014, the Group recorded income of \$ 13 and \$ 2,290 for penalties and interest, respectively. The unrecognized tax benefits as of December 31, 2015 and 2014 would, if recognized, reduce the annual effective tax rate.

The Group expects a reversal of approximately \$ 150 of unrecognized tax benefits in the next 12 months.

The Company and its subsidiaries file income tax returns in Israel and in other jurisdictions of its subsidiaries. As of December 31, 2015, the tax returns of the Company and its main subsidiaries are open to examination by the tax authorities for the tax years 2006 through 2014.

b. Israeli taxation:

1. Corporate tax rates:

Generally, income of Israeli companies is subject to corporate tax. The regular corporate tax rate in Israel for the years 2015 and 2014 was 26.5% compared to a tax rate of 25% in 2013.

In January 2016, the Amendment of the Income Tax Ordinance (No. 216), 2016, was published and set the reduction of the corporate tax, starting in 2016 and onward, from 26.5% to 25%.

2. Tax benefits under the Law for the Encouragement of Capital Investments, 1959 ("the Law"):

Certain production facilities of the Company have been granted 'Benefitted Enterprise' status under the provision of the Law.

The Company was eligible under the terms of minimum qualifying investment and elected 2005 and 2011 as the Years of Election.

Income derived from Benefitted Enterprises is tax exempt for a period of two years out of the period of benefits. Based on the percentage of foreign shareholding in the Company, income derived during the remaining years of benefits is taxable at the rate of 10%-25%.

The periods of benefits of the Benefitted Enterprises will expire in 2017 and in 2023. As of December 31, 2015, the Company did not generate income from the Benefitted Enterprises.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 11:- TAXES ON INCOME (Cont.)

The Company does not expect to pay any cash dividends. In the event of distribution of dividends from the above mentioned tax exempt income, the amount distributed would be taxed at a corporate tax rate of 10% to 25%, depending on the level of foreign investment in the Company.

Income from sources other than a "Benefitted Enterprise" during the benefit period is subject to tax at the regular corporate tax rate (26.5% in 2015 and 25% from January 1, 2016 and onwards).

On January 1, 2011, new legislation that constitutes a major amendment to the Law was enacted (the "Amendment Legislation"). Under the Amendment Legislation, a uniform rate of corporate tax would apply to all qualified income of certain industrial companies, as opposed to the current law's incentives that are limited to income from "Benefitted Enterprises" during their benefits period. According to the Amendment Legislation, the uniform tax rate during 2013 was 7% in geographical areas in Israel designated as Development Zone A and 12.5% elsewhere in Israel. The uniform tax rate for 2014 and onwards is set to 9% in geographical areas in Israel designated as Development Zone A and 16% elsewhere in Israel. The profits of these Industrial Companies would be freely distributable as dividends, subject to a 20% withholding tax as of 2015 (or lower, under an applicable tax treaty). The Company is not located in Development Zone A.

Under the transitory provisions of the Amendment Legislation, the Company may elect whether to irrevocably implement the new law in its Israeli company while waiving benefits provided under the current law or keep implementing the current law during the next years. Changing from the current law to the new law is permissible at any stage. The Company is examining the possible effect of the Amendment Legislation on its results.

c. Income taxes on non-Israeli subsidiaries:

Non-Israeli subsidiaries are taxed according to the tax laws in their respective domiciles of residence. The Company has not made any provisions relating to undistributed earnings of the Company's foreign subsidiaries since the Company has no current plans to distribute such earnings. If earnings are distributed to Israel in the form of dividends or otherwise, the Company may be subject to additional Israeli income taxes (subject to an adjustment for foreign tax credits) and foreign withholding taxes. It is not practicable to determine the amount of the unrecognized deferred tax liability for temporary differences related to investments in foreign subsidiaries.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 11:- TAXES ON INCOME (Cont.)

d. Carryforward tax losses and credits:

As of December 31, 2015, the Company had operating loss carry forwards for Israeli income tax purposes of approximately \$ 87,000, which may be offset indefinitely against future taxable income.

The Company's U.S. subsidiaries had carryforward tax losses of approximately \$ 30,000 as of December 31, 2015. Utilization of U.S. net operating losses may be subject to substantial annual limitation due to the "change in ownership" provisions of Internal Revenue Code of 1986 and similar state provisions. The annual limitations may result in the expiration of net operating loss before utilization. In the U.S. carryforward tax losses can be utilized within 20 years.

The Group has carryforward tax losses relating to other subsidiaries in Europe and Latin America of approximately \$ 5,000 and \$ 23,000, as of December 31, 2015 respectively.

e. Deferred income taxes:

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Groups' deferred tax liabilities and assets are as follows:

	December 31,	
	2015	2014
1. Provided in respect of the following:		
Carryforward tax losses	\$ 30,352	\$ 26,274
Temporary differences relating to property, equipment and intangibles	3,980	2,501
Other	7,448	8,517
Gross deferred tax assets	41,780	37,292
Valuation allowance	(36,393)	(30,120)
Net deferred tax assets	5,387	7,172
Gross deferred tax liabilities		
Temporary differences relating to property, equipment and intangibles	(5,319)	(7,103)
Net deferred tax assets (foreign)	\$ 68	\$ 69
2. Deferred taxes are included in the consolidated balance sheets, as follows:		
Current assets	\$ 68	\$ 69

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 11:- TAXES ON INCOME (Cont.)

3. As of December 31, 2015, the Group increased the valuation allowance by approximately \$ 6,273, resulting from changes in temporary differences relating to property, equipment and intangibles and from carryforward tax losses. The Company provided valuation allowance for a significant portion of the deferred tax regarding the carryforwards losses and other temporary differences that management believes is not expected to be realized in the foreseeable future.
4. The functional and reporting currency of the Company and certain of its subsidiaries is the dollar. The difference between the annual changes in the NIS/dollar exchange rate causes a further difference between taxable income and the income before taxes shown in the financial statements. In accordance with ASC 740, the Company has not provided deferred income taxes on the difference between the functional currency and the tax basis of assets and liabilities.
- f. Reconciling items between the statutory tax rate of the Company and the effective tax rate:

	Year ended December 31,		
	2015	2014	2013
Income (loss) before taxes, as reported in the consolidated statements of operations	\$ (50,944)	\$ 1,200	\$ (10,332)
Statutory tax rate	26.5%	26.5%	25%
Theoretical tax expenses (income) on the above amount at the Israeli statutory tax rate	\$ (13,500)	\$ 318	\$ (2,583)
Currency differences	1,709	2,545	1,395
Tax adjustment in respect of different tax rates and "Benefitted Enterprise" status	(131)	1,425	3,041
Changes in valuation allowance	6,273	(14,781)	(17,580)
Stock compensation relating to options per ASC 718	291	471	364
Changes in valuation allowance related to capital gains	54	(222)	(2,067)
Forfeiture of carryforward tax losses	929	13,549	16,542
Wavestream goodwill impairment	6,937	-	-
Exempt revenues - subsidy	(2,573)	(2,561)	(1,089)
Non deductible expenses and other differences	1,201	1,157	1,222
	\$ 1,190	\$ 1,901	\$ (755)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 11:- TAXES ON INCOME (Cont.)

g. Taxes on income included in the consolidated statements of operations:

	Year ended December 31,		
	2015	2014	2013
Current	\$ 1,108	\$ 1,562	\$ 2,046
Prior years	81	332	(68)
Deferred	1	7	(2,733)
	<u>\$ 1,190</u>	<u>\$ 1,901</u>	<u>\$ (755)</u>
Domestic	\$ 679	\$ 800	\$ 648
Foreign	511	1,101	(1,403)
	<u>\$ 1,190</u>	<u>\$ 1,901</u>	<u>\$ (755)</u>

h. Income (loss) before taxes on income from continuing operations:

	Year ended December 31,		
	2015	2014	2013
Domestic	\$ (12,273)	\$ (9,568)	\$ (14,021)
Foreign	(38,671)	10,768	3,689
	<u>\$ (50,944)</u>	<u>\$ 1,200</u>	<u>\$ (10,332)</u>

NOTE 12:- SUPPLEMENTARY BALANCE SHEET INFORMATION

a. Other current assets:

	December 31,	
	2015	2014
VAT receivables	\$ 2,691	\$ 2,755
Prepaid expenses	4,765	1,707
Deferred charges	2,316	1,735
Tax receivables	1,094	843
Employees	96	215
Grants receivable	1,540	725
Advance payments to suppliers	2,875	3,611
Deferred taxes	68	69
Derivative instruments	-	1,949
Other	778	1,151
	<u>\$ 16,223</u>	<u>\$ 14,760</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 12:- SUPPLEMENTARY BALANCE SHEET INFORMATION (Cont.)

b. Short-term bank credit:

The following is classified by currency and interest rates:

	Weighted average interest rate		December 31,	
	December 31,		2015	2014
	2015	2014		
	%			
In U.S. dollars	1.05%	2.43%	\$ 7,000	\$ 15,857

The Group has restricted cash of \$ 7,000 as collateral for of its short-term bank credit.

c. Other current liabilities:

	December 31,	
	2015	2014
Payroll and related employee accruals	4,815	6,793
Deferred revenue	4,819	3,987
Provision for vacation pay	4,222	5,101
Derivative instruments	148	806
Government authorities	1,167	1,173
Other	1,042	727
	<u>\$ 16,213</u>	<u>\$ 18,587</u>

d. Long-term loans:

	Linkage	Interest rate for		Maturity	December 31,	
		2015	2014		2015	2014
		%	%			
Loans from banks:						
(a)	U.S.dollars	4.77%	4.77%	2016-2022	\$ 24,000	\$ 28,000
(b)	Euro	EURIBOR +2.75%	EURIBOR +2.75%	2016-2020	1,835	2,534
(c)	Euro	6.0%	7.9%	2016-2017	200	332
					26,035	30,866
Less - current maturities					4,542	4,595
					<u>\$ 21,493</u>	<u>\$ 26,271</u>

- (a) The Company entered into a loan agreement with an Israeli bank. The loan is secured by a floating charge on the assets of the Company, and is further secured by a fixed pledge (mortgage) on the Company's real estate in Israel. In addition, there are financial covenants associated with the loan. As of December 31, 2015 the Company is in compliance with these covenants.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 12:- SUPPLEMENTARY BALANCE SHEET INFORMATION (Cont.)

- (b) A Dutch subsidiary of the Company entered into a mortgage and loan agreement with a German bank. The amount of the mortgage is collateralized by the subsidiary's facilities in Germany.
- (c) Raysat BG entered into a mortgage business loan with a Bulgarian bank. The amount of the mortgage is collateralized by Raysat BG building in Bulgaria.
- e. Long-term debt maturities for loans after December 31, 2015, are as follows:

<u>Year ending December 31,</u>	
2016	\$ 4,542
2017	4,530
2018	4,435
2019	4,435
2020	4,093
2021 and thereafter	4,000
	<u>\$ 26,035</u>

Interest expenses on the long-term loans amounted to \$ 1,237, \$1,553 and \$ 1,854 for the years ended December 31, 2015, 2014 and 2013, respectively.

- f. Other long-term liabilities:

	<u>December 31,</u>	
	<u>2015</u>	<u>2014</u>
Long-term tax accrual	\$ 871	\$ 1,174
Deferred revenue	15	32
Other	3,092	3,973
	<u>\$ 3,978</u>	<u>\$ 5,179</u>

NOTE 13:- SELECTED STATEMENTS OF OPERATIONS DATA

- a. Allowance for doubtful accounts:

	<u>Year ended</u> <u>December 31,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
Balance at beginning of year	\$ 2,476	\$ 3,179	\$ 3,602
Increase during the year	1,369	218	808
Amounts collected	(85)	(130)	(235)
Write-off of bad debts	(1,594)	(791)	(996)
Balance at the end of year	<u>\$ 2,166</u>	<u>\$ 2,476</u>	<u>\$ 3,179</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 13:- SELECTED STATEMENTS OF OPERATIONS DATA (Cont.)

b. Financial expenses, net:

	Year ended December 31,		
	2015	2014	2013
Income:			
Interest on cash equivalents, bank deposits and restricted cash	\$ 549	\$ 288	\$ 411
Other	-	1,390	-
	<u>549</u>	<u>1,678</u>	<u>411</u>
Expenses:			
Interest with respect to short-term bank credit and other	302	240	138
Interest with respect to long-term loans	1,237	1,553	1,854
Exchange rate differences	3,887	2,501	3,269
Bank Charges	2,344	1,221	748
Other	22	-	641
	<u>7,792</u>	<u>5,515</u>	<u>6,650</u>
Total financial expenses, net	<u>\$ (7,243)</u>	<u>\$ (3,837)</u>	<u>\$ (6,239)</u>

NOTE 14:- CUSTOMERS, GEOGRAPHIC AND SEGMENT INFORMATION

The Group applies ASC 280, "Segment Reporting" ("ASC 280"). Segments are managed separately and can be described as follows:

The Company's business is managed and reported as three separate reportable segments, comprised of the Company's named Commercial, Mobility and Services Divisions:

- Commercial Division - provides VSAT networks, satellite communication products, small cell solutions and associated professional services and comprehensive turnkey solutions. The Commercial Division's customers are: service providers, satellite operators, mobile network operators, telecommunication companies, and large enterprises worldwide.
- Mobility Division - provides on-the-Move/on-the-Pause satellite communication products and solutions to in flight connectivity ("IFC") service providers, system integrators, defense and homeland security organizations, as well as to other commercial entities worldwide. The division provides solutions on land, sea and air. In addition, the division includes the operations of Wavestream, whose sales are primarily to IFC integrators as well as defense integrators.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- CUSTOMERS, GEOGRAPHIC AND SEGMENT INFORMATION (Cont.)

- Services Division – provides managed network and services for rural broadband access through the Company's subsidiaries in Peru and Colombia. The Company's connectivity solutions have been implemented in large and national scale projects. Gilat's terrestrial and satellite networks provide Internet and telephony services to rural communities. The Company's turnkey solutions start with supplying network infrastructure, continue through, providing connectivity and include full network support and maintenance, as well as support for applications that run on the installed network.

a. Information on the reportable segments:

1. The measurement of the reportable operating segments is based on the same accounting principles applied in these financial statements which includes certain corporate overhead allocations. During 2014, the Company revised the measurement of each segment, due to a new allocation of corporate overhead that was based on new key performance indicators determined by Company's management as reviewed by the Chief Operating Decision Maker ("CODM"). Applying the same method of corporate overhead allocations used in 2014 to the results of the year ended December 31, 2013 would have resulted in an operating income (loss) of \$ (2,292), \$ (10,738) and \$ 8,937 for the Commercial, Mobility and Services Divisions, respectively.
2. Financial data relating to reportable operating segments:

	Year ended			Total
	Commercial	Mobility	Services	
Revenues	100,935	41,112	55,496	197,543
Cost of Revenues	63,425	30,715	49,178	143,318
Impairment of long lived assets	-	-	10,137	10,137
Gross profit (loss)	37,510	10,397	(3,819)	44,088
Research and development, net	14,175	8,237	-	22,412
Selling and marketing	16,839	6,947	1,037	24,823
General and administrative	6,622	6,271	5,751	18,644
Restructuring costs	1,078	421	9	1,508
Goodwill impairment	-	20,402	-	20,402
Operating loss	(1,204)	(31,881)	(10,616)	(43,701)
Financial expenses, net				(7,243)
Loss before taxes				(50,944)
Taxes on income				1,190
Loss from continuing operations				(52,134)
Loss from discontinued operations				(200)
Loss				(52,334)
Depreciation and amortization expenses	4,546	7,322	3,204	15,072

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- CUSTOMERS, GEOGRAPHIC AND SEGMENT INFORMATION (Cont.)

	Year ended December 31, 2014			
	Commercial	Mobility	Services	Total
Revenues	130,306	54,817	50,010	235,133
Cost of Revenues	77,587	37,023	36,888	151,498
Gross profit	52,719	17,794	13,122	83,635
Research and development, net	17,084	8,074	-	25,158
Selling and marketing	23,401	7,809	1,327	32,537
General and administrative	7,808	5,961	7,134	20,903
Operating income (loss)	4,426	(4,050)	4,661	5,037
Financial expenses, net				(3,837)
Income before taxes				1,200
Taxes on income				1,901
Loss from continuing operations				(701)
Loss from discontinued operations				(795)
Loss				(1,496)
Depreciation and amortization expenses	4,885	8,220	2,846	15,951

	Year ended December 31, 2013			
	Commercial	Mobility	Services	Total
Revenues	141,576	48,211	45,079	234,866
Cost of Revenues	94,966	33,773	26,471	155,210
Gross profit	46,610	14,438	18,608	79,656
Research and development, net	17,200	10,700	-	27,900
Selling and marketing	22,759	8,139	1,316	32,214
General and administrative	9,973	7,744	5,354	23,071
Restructuring costs	406	158	-	564
Operating income (loss)	(3,728)	(12,303)	11,938	(4,093)
Financial expenses, net				(6,239)
Loss before taxes				(10,332)
Tax benefit				(755)
Loss from continuing operations				(9,577)
Loss from discontinued operations				(8,320)
Loss				(17,897)
Depreciation and amortization expenses	4,996	8,469	4,094	17,559

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- CUSTOMERS, GEOGRAPHIC AND SEGMENT INFORMATION (Cont.)

b. Revenues by geographic areas:

Following is a summary of revenues by geographic areas. Revenues attributed to geographic areas, based on the location of the end customers and in accordance with ASC 280, are as follows:

	Year ended December 31,		
	2015	2014	2013
South America and Central America	\$ 100,443	\$ 110,825	\$ 84,048
Asia and Asia Pacific	47,843	51,983	91,616
North America	28,242	41,951	26,155
Europe	16,101	16,393	23,096
Africa	4,914	13,981	9,951
	<u>\$ 197,543</u>	<u>\$ 235,133</u>	<u>\$ 234,866</u>

c. Revenues from a major Service Division customer located in Peru accounted for 11% of the total consolidated revenues for the year ended December 31, 2015.

During 2014, the Group did not have any customer generating revenues exceeding 10% of the Group's total revenues.

Revenues from a major Commercial Division customer located in Australia accounted for 21% of total consolidated revenues for the year ended December 31, 2013.

d. The Group's long-lived assets are located as follows:

Property and Equipment, net:

	December 31,	
	2015	2014
Israel	\$ 64,628	\$ 66,457
Latin America	4,524	11,932
United States	1,721	1,999
Europe	9,987	9,486
Other	1,103	1,019
	<u>\$ 81,963</u>	<u>\$ 90,893</u>

*) In addition, as of December 31, 2014, the Company had other long-lived assets in Latin America in the amount of \$11,834, which are presented as "Other Long-Term Receivables" in the balance sheet. These assets, along with property and equipment related to the Company's project in Colombia, were fully impaired during the year ended December 31, 2015 (see note 1c).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 15:- RELATED PARTY BALANCES AND TRANSACTIONS

The Company entered into a number of agreements for the purchase of infrastructure, construction and services from C. Mer Industries Ltd ("C. Mer"). The Company's controlling shareholder, Fimi Funds, holds approximately 30% of C. Mer's share capital.

The aggregate amount of these arrangements was \$ 7,262 and \$4,876 for the years ended December 31, 2015 and 2014, respectively

Transactions with related parties:

	Year ended December 31,		
	2015	2014	2013
Cost of revenues of products	\$ 2,915	\$ 4,876	\$ -

Balances with related parties:

	December 31,	
	2015	2014
Accrued expenses	\$ 339	\$ 846
Trade payable	\$ 1,170	\$ -

NOTE 16:- SUBSEQUENT EVENTS

In February 2016, the Company has commenced a rights offering for approximate gross proceeds of \$ 35,300. The Company has granted, at no charge to the holders of the Company's ordinary shares as of the record date for the rights offering, for each nine (9) Ordinary Shares owned, one non-transferable subscription right to purchase two ordinary shares at a price of \$ 7.16 (reflecting a price of \$3.58 per share).

An English Summary of the following Documents:

Letter of Undertaking (in Hebrew) dated August 17, 2015 between First International Bank of Israel Ltd. (Lender) and Gilat Satellite Networks Ltd. (Borrower).

1. **Covenants.** The Borrower shall maintain the following financial ratios and conditions:
 - (i) Borrower's working capital shall not be less than \$110 million and shall not be less than 35% of Borrower's total capitalization (excluding advance payment received from a customer in an amount exceeding \$40 million);
 - (ii) The ratio of the Borrower's aggregate financing liabilities, net, to EBITDA shall not exceed 3.5x.
 - (iii) The ratio of Borrower's aggregate financing liabilities (other than excluded loans) to working capital shall not exceed 70%; and
 - (iv) Borrower's cash shall not be less than \$18 million.
2. Borrower covenants not to effect any change of control or restructuring without prior approval of the Lender (subject to certain exceptions). In case of a breach of the foregoing, which is not cured within a defined cure period, the outstanding amount of all outstanding loans will become immediately due and payable.
3. Borrower or any of its subsidiaries shall not create any pledge on their assets to the benefit of any third party. Notwithstanding, a Borrower's subsidiary may create a pledge for securing amounts of up to \$10 million in the aggregate, and pledges securing up to \$5 million in debts owed to suppliers in connection with equipment purchased by Borrower.
 - Borrower shall not guaranty any liability of any third party (other than subsidiaries) without Lender's prior consent.
 - In the event Borrower provides a financial institution with terms more favorable than those in this Letter of Undertaking, such terms shall automatically apply to Borrower.
4. This Letter of Undertaking replaces the letter of commitment delivered by the Borrower on December 12, 2010.

Amendment dated August 17, 2015 to Promissory Note (Fixed and Floating Pledge entered into between First International Bank of Israel Ltd. (Lender) and Gilat Satellite Networks Ltd. (Borrower)

All terms of the Pledge Agreement shall remain in effect, with the following amendments:

1. Exclusion for factoring arrangements:
 - Borrower shall be entitled to enter into factoring arrangements in the ordinary course of business in an aggregate amount that does not exceed \$10 million.
 - Borrower shall be entitled to create pledges securing up to \$5 million in debts owed to suppliers in connection with equipment purchased by Borrower.
2. Options and securities of the borrower:
 - Borrower may issue securities convertible into the Borrower's shares, without obtaining Lender's prior approval, to employees, advisors and directors, with a limit of 18% of the Borrower's issued and outstanding share capital on a fully diluted basis.
 - Borrower may issue securities convertible into the Borrower's shares, without obtaining Lender's prior approval, to investors, with a limit of 10% of the Borrower's issued and outstanding share capital on a fully diluted basis.

REPUBLIC OF PERU



TELECOMMUNICATIONS INVESTMENT FUND



PRIVATE INVESTMENT PROMOTION AGENCY

FINANCING AGREEMENT

PUBLIC BID

PRIVATE INVESTMENT PROMOTION PROCESS FOR IMPLEMENTATION OF THE
PROJECT:

“Installation of Broadband for Comprehensive Connectivity and
Social Development of the Cusco Region”

PROINVERSION COMMITTEE FOR ENERGY AND HYDROCARBONS PROJECTS -
PRO CONNECTIVITY

DECEMBER 2015

FINANCING AGREEMENT FOR THE PROJECT:

**“INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND
SOCIAL DEVELOPMENT OF THE CUSCO REGION”**

This document certifies the Non-Reimbursable Financing Agreement for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Cusco Region" (hereinafter the FINANCING AGREEMENT) entered into by the Telecommunications Investment Fund (hereinafter FITEL), with RUC (Peruvian Taxpayer Registration) No. 20514935590 and domiciled at Jr. Zorritos No. 1203, Cercado de Lima 01, the province and department of Lima represented by Mrs. LUIS ANDRES MONTES BAZALAR, identified with DNI (National ID Card) No. 10476312, technical secretary of FITEL, and the other, the company GILAT NETWORKS PERÚ S.A (hereinafter the CONTRACTOR), registered in the city of Lima, Peru, with Peruvian Taxpayer Registration) N° 20600386442, domiciled at Avenue Carlos Villarán N° 140, Floor 12 of the Tower "A" Interbank, District La Victoria, Lima, represented by General Manager, Mrs. Arie Gad Rohrstock identified with C.E. N° 000105760, and represented by Legal Manager, Miss Yveth Fiorella Romero Guia, identified with National ID Card No. 41358105, acting according to the powers dated May 15th 2015, entered in Entry № 13431090 of the Registry Office of Lima.

The FINANCING AGREEMENT is held to the terms and conditions specified in the following clauses:

FIRST CLAUSE: BACKGROUND AND LEGAL FRAMEWORK:

- 1.1. FITEL is a fund for the provision of universal access, meaning access in the national territory to a set of essential telecommunications services, capable of transmitting voice and data, which has, among its objectives, reducing the gap in access to telecommunications services in rural areas and in places considered of social interest.
 - 1.2. By Law No. 28900 was granted to FITEL the status of legal entity of public law. FITEL is assigned to the Transport and Communications Sector. The above mentioned law was regulated by Supreme Decree No. 010-2007 MTC.
 - 1.3. The Regulation for the Administration and Functions of the Telecommunications Investment Fund - FITEL, approved by Supreme Decree No. 036-2008-MTC
 - 1.4. The "Guidelines of the policy for the opening of the telecommunications market in Peru", approved by Supreme Decree No. 020-98-MTC, published on August 5th, 1998 and its amendments.
 - 1.5. Also, the "Guidelines of policies to promote greater access to Public Telecommunications Services in rural areas and places of preferential social interest", approved by Supreme Decree No. 049-2003-MTC published on August 17th, 2003, indicate that its goal is to accelerate the incorporation, under equal conditions, of populations in rural areas and of social interest, to the opportunities offered by Information Technology and Communication, promoting their integration into the public telecommunications network.
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- 1.6. By Supreme Decree No. 024-2008-MTC, published on August 16th, 2008, was approved the General Regulatory Framework to promote the development of Public Telecommunications Services in rural areas and places of social interest.
 - 1.7. Ministerial Resolution No. 224-2012 MTC/01, published on May 12th, 2012, whereby the Institutional Strategic Plan of Transportation and Communications Sector was approved, which establishes as one of the specific objectives "to promote the deployment of telecommunications infrastructure and services that enable connectivity and virtual integration of the country, prioritizing areas of social interest and borders"; specifying as target to achieve by 2016, that Peru has 100% districts served by at least one telecommunications service.
 - 1.8. Law N° 29904, Law for Promotion of Broadband and Construction of the National Fiber Optic Backbone Network stated as a public necessity and national interest, the construction of a National Fiber Optic Backbone Network which gathers together all the capitals of the provinces of the country and the deployment of high-capacity networks that integrate all districts to enable broadband connectivity fixed and/or mobile and mass distribution across the country, in terms of competition.
 - 1.9. With Supreme Decree No. 014-2013-MTC was approved the Regulation of Law No. 29904 – Law for Promotion of Broadband and the Construction of the National Fiber Optic Backbone Network.
 - 1.10. Law No. 30228, amending Law No. 29022 –Law to expand telecommunications infrastructure, called Law to enhance the expansion of Telecommunications Infrastructure.
 - 1.11. With Official Letter No. 020-2015-MTC/24, dated January 07th 2015, PROINVERSIÓN was commissioned to prepare the TENDER for selecting the Operator who will be responsible for implementing the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Cusco Region"
 - 1.12. Resolutions by the Board of OSIPTEL s No. 003-2015-CD / OSIPTEL and 004-2015-CD / OSIPTEL published dated January 11, 2015, the top rates of the transport service and Internet access were established respectively, corresponding to regional projects Fiber Optic Backbone Network."
 - 1.13. Supreme Resolution No. 038-2015-EF, published on August 02th 2015, ratified the agreement that determined the modality under which the private investment promotion in the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Cusco Region", will be established in paragraph a) of Article 2 of Legislative Decree No. 674.
 - 1.14. Supreme Resolution No. 042-2015-EF, published on August 22, 2015, by which the agreement adopted was ratified at the meeting of the Board of PROINVERSIÓN of July 21, 2015, which approved the Plan of Promotion of private investment projects "Installing Broadband Connectivity for Comprehensive Social Development of the Tumbes Region," "Installing Broadband Connectivity for Comprehensive Social Development of the Piura Region", "Installing Integrated Broadband Connectivity and Social Development of the Cajamarca region" and " Installing Broadband Connectivity for Comprehensive Development and Social Cusco region".
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- 1.15. According to PROINVERSION Agreement No. 692-2-2015-PC, dated September 1st. 2015 the Governing Council decided to approve Proinversion Public Competition terms and conditions of the process of promoting private investment for the execution models Projects: "Installing Broadband Connectivity for Comprehensive Social Development of the Tumbes region, " "Installing Broadband Connectivity for Comprehensive and Social development of the Piura region " Installing Broadband Connectivity for Comprehensive and Social development of the Cajamarca region "and" Installing Broadband Connectivity for Comprehensive and social Development of the Cusco region..

SECOND CLAUSE: DEFINITIONS

All references herein to Clause, Number, Literal, Exhibit and Appendix should be understood as Clauses, Paragraphs, literals, Appendices and Exhibits contained in the FINANCING AGREEMENT, unless expressly stated otherwise.

For the purposes of the FINANCING AGREEMENT and its proper interpretation, the capitalized terms shall be as defined precisely for each one in the same and in the list of definitions provided in Paragraph 1.3. of the TERMS AND CONDITIONS.

The terms that are not expressly defined shall have the same meaning assigned to them by technical language or meaning assigned according to relevant applicable laws or, alternatively, in their natural and obvious sense, according to the general use of them. In the text of the FINANCING AGREEMENT the terms denoting singular also include the plural and vice versa, as long as the context requires.

In the FINANCING AGREEMENT, the following terms shall have the meanings indicated:

- 2.1 MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS: It is the document prepared by FITEL whereby the CONTRACTOR transfers ownership of NETWORK ACCESS ASSETS to FITEL, AT THE END OF FINANCING AGREEMENT or when any assumption of Section Nineteenth occurs. That document will be signed by the Contractor and FITEL. The right to property includes ground, underground and overground according to the statement by the Peruvian Civil Code.
- 2.2 MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS: The document, drafted by FITEL, through which the CONTRACTOR transfers to MTC, the ownership and control of the TRANSPORT NETWORK ASSETS, once the Concession Agreement has been signed between the MTC and the Concessionaire for the operation of the TRANSPORTATION NETWORK or when any of the assumptions of the nineteenth Clause of the FINANCING AGREEMENT occur. This act will be subscribed between the CONTRACTOR and FITEL who will subscribe it in representation of MTC. The right to property includes ground, underground and overground according to the statement by the Peruvian Civil Code.
- 2.3 MINUTES OF CONFORMITY OF INSTALLATION AND TESTING OF SERVICES OF ACCESS NETWORK: It is the document signed by the CONTRACTOR and FITEL by which the former accepts the results reported in the ACCESS NETWORK SUPERVISION REPORT corresponding to the installations performed. Also, with the signing of this document, compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS, corresponding to the ACCESS NETWORK are certified. The model of the minutes is shown in Exhibit No. 4, annex 8B of the Terms and condition sand may be amended, being FITEL who finally determines its final content.
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- 2.4 MINUTES OF CONFORMITY OF THE INSTALLATION AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK: The document prepared by FITEL and signed by the CONTRACTOR and FITEL by which the former accepts the results stated in the TRANSPORTATION NETWORK SUPERVISION REPORT corresponding to the installations made. This document also certifies compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS for total TRANSPORTATION NETWORK. The model of the minutes shown in Exhibit No. 5 of the Annex 8A of the terms and condition sand may be modified, being FITEL who finally determines its final content.
 - 2.5 INSTALLATION MINUTES OF NETWORK ACCESS: Is the document, working as an Affidavit, that indicates and credits compliance with the installation and operation of any infrastructure, equipment, hardware, software and other information needed to provide access to Internet and Intranet access offered by the ACCESS NETWORK. This act is made up of rules contained in Appendix 2-A and 2-B of Exhibit 8-B of the bases, which may be amended, being FITEL who finally determines its definitive content. It is signed by the CONTRACTOR, as well as the people mentioned in the appendixes.
 - 2.6 INSTALLATION MINUTES OF TRANSPORTATION NETWORK: Is the document that credits and indicates the compliance with the installation and operation of the major components of the TRANSPORTATION NETWORK. It is made by the CONTRACTOR for each node, for each section of fiber (link for pair of nodes) as well as for the Network Operations Center (NOC) and MAINTENANCE CENTER. The INSTALLATION MINUTES OF TRANSPORTATION NETWORK are signed by the CONTRACTOR. It is also an AFFIDAVIT.
 - 2.7 EXPANSION OF THE AWARDED PROJECT: Is the incorporation of new BENEFICIARY LOCALITIES and/or district capitals, in the area of influence of the PROJECT, which will involve additional subsidy of up to 20% of the FINANCING AWARDED, prior technical appraisal and approval of FITEL. Regarding the ACCESS NETWORK, this extension may be requested by any of the PARTIES within the ACCESS NETWORK INSTALLATION STAGE and regarding the TRANSPORTATION NETWORK within the first eight months of the TRANSPORTATION NETWORK INVESTMENT STAGE.
 - 2.8 ACCESS NETWORK ASSETS: These are the assets comprised of metal structures, self-supporting towers, bases foundation, the lot where those structures are placed and all PASSIVE ELEMENTS which make up the NETWORK ACCESS and will be owned and domain of FITEL after the signing of MINUTES OF AWARD OF NETWORK ACCESS ASSETS. The active equipment is owned and domain of the CONTRACTOR.
 - 2.9 TRANSPORTATION NETWORK ASSETS: Means all real or personal property that integrates the TRANSPORTATION NETWORK, according to the provisions of the TECHNICAL SPECIFICATIONS of the TRANSPORT NETWORK. These assets will be owned by MTC after the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS between the CONTRACTOR and FITEL, who will subscribe the act representing the MTC.
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- 2.10 CLOSURE OF THE FINANCING AGREEMENT: It's the process by which the PARTIES agree the completion of their contractual rights and obligations. This procedure will take place during the second half of OPERATION PERIOD; as such, it will be understood as a stage within this period.
- 2.11 FINANCING AGREEMENT: It is the legal relationship held between FITEL and the CONTRACTOR, whose purpose is to regulate:
- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the relevant TECHNICAL SPECIFICATIONS;
 - b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
 - c) The implementation of CAPACITY BUILDING; and
 - d) Compliance with the Technical Offer of the Contractor
 - e) the use of funding allocated for the implementation of the project awarded
 - f) The disbursement of the awarded financing by the Contractor to FITEL
- 2.12 DAYS: It should be understood as calendar days (working days, non-working and holidays), unless expressly stipulated otherwise.
- 2.13 WORKING DAYS: It should be understood the days other than Saturday, Sunday or nonworking holiday in the city of Lima (including non-working days for the public administration). Also understood as holidays, the regional holidays established by order of governmental authority;
- 2.14 The CONTRACTOR: Is the legal entity, domiciled in the country awarded the contest or the legal person created by the consortium or legal person not domiciled in the country, which won the contest, awarded the tender with whom FITEL signs this FINANCING AGREEMENT and who will implement the AWARDED PROJECT.
- 2.15 INSTALLATION STAGE: The time in which the CONTRACTOR displays the infrastructure, equipment and other items in the ACCESS NETWORK and TRANSPORTATION NETWORK fulfilling the provisions of the TECHNICAL SPECIFICATIONS. The deadline for completion of this stage is indicated in the Technical Proposal, which shall not be less than ten (10) months nor more than ten (10) months since the DATE OF CLOSURE.
- 2.16 DATE OF CLOSURE: The date, place and time to be carried out the acts set forth in Paragraph 11.3 of the TERMS AND CONDITIONS.
- 2.17 FINANCING AWARDED: Is the amount of the FINANCING granted for the TRANSPORTATION NETWORK and ACCESS NETWORK that corresponds to the AWARDED PROJECT, as provided in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, FITEL and OSIPTEL. (which are established in the TUO of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUO of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute.
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- 2.18 ACCESS NETWORK FINANCING: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FITEL must deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. This includes the necessary financing for the CONTRACTOR to acquire, install, operate and maintain and run the THE ACCESS NETWORK and implements the CAPACITY BUILDING, providing all the services involved in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, OSIPTEL and FITEL. (which are established in the TUA of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUA of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute)
- 2.19 FINANCING OF THE TRANSPORTATION NETWORK: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FITEL shall deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. Includes the necessary financing for the CONTRACTOR to purchase and install the TRANSPORTATION NETWORK in line with the TECHNICAL SPECIFICATIONS. This includes all taxes and contributions and contributions to the MTC, OSIPTEL, FITEL (which are established in the TUA of the Telecommunications Act, approved by Supreme Decree No. 013-93TCC, in the TUA of the General Regulations of the Telecommunications Act fr, approved by Supreme Decree No. 020-2007-MTC, as amended, such as commercial fee for service operation and the contribution to FITEL, as well as the contribution by regulation OSIPTEL established in Act No. 27332 in accordance with the Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended or regulations that substitute
- 2.20 ADVANCE PAYMENT GUARANTEE: The joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussion or division, and automatic enforceable on behalf of FITEL, that the CONTRACTOR shall deliver on the CLOSING DATE to ensure the correct use of first disbursement of the FINANCING OF THE ACCESS NETWORK and the TRANSPORT NETWORK in accordance with the provisions of this FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
- 2.21 PERFORMANCE BOND OF THE FINANCING AGREEMENT: Is the joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussion or division, and of automatic enforceable on behalf of FITEL, that the CONTRACTOR shall deliver at the CLOSING DATE, in order to support the compliance with obligations under the FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
- 2.22 MANDATORY PAID INSTITUTION: Is the public institution referred to in Exhibit N° 8B of the TERMS AND CONDITIONS, in which the CONTRACTOR undertakes to install the necessary equipment, according to the conditions established in the TECHNICAL SPECIFICATIONS and provide services of the AWARDED PROJECT during the term of the FINANCING AGREEMENT.
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- 2.23 APPLICABLE LAW: These are the standards listed in Paragraph 1.4. of the TERMS AND CONDITIONS, including its amendments, and any other according to the Peruvian laws applicable.
- 2.24 BENEFICIARY LOCALITIES: are the locations where the CONTRACTOR, according to the terms of this FINANCING AGREEMENT, must install, operate and maintain the services offered in AWARDED PROJECT. These areas are included in the list contained in Exhibit 1 of this FINANCING AGREEMENT. The ADDITIONAL LOCALITIES offered by the CONTRACTOR become BENEFICIARY LOCALITIES from the moment of the signing of the FINANCING CONTRACT.
- 2.25 MTC: Is the Ministry of Transportation and Communications.
- 2.26 APPLICABLE REGULATIONS: These is the group of legal dispositions that affect the direct or indirect the FINANCING AGREEMENT including Peru's Constitution, laws, rules having the force of law, the supreme decrees, regulations, directives and resolutions, as well as any other that under the legal system of the Republic of Peru, is applicable, which will be mandatory for this Bid Also, it includes any modification or norms that those provisions might have.
- 2.27 PARTY: FITEL or the CONTRACTOR, as applicable.
- 2.28 PARTIES: FITEL and the CONTRACTOR equally.
- 2.29 INVESTMENT PERIOD OF THE ACCESS NETWORK: It is the period, the maximum length is twelve (12) months from the CLOSING DATE, comprising the activities referred to in INSTALLATION STAGE and supervision activities to approve the installations made, referred to in the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK; finishing with the signing of the MINUTES OF CONFORMITY OF INSTALLATION AND TESTING OF SERVICES OF THE ACCESS NETWORK.
- 2.30 INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK: is the period, which maximum length is twelve (12) months from the CLOSING DATE, comprising the activities covered by the INSTALLATION STAGE and monitoring activities to give according to installations made as referred to in the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK; culminating with the signing of the MINUTES OF CONFORMITY OF INSTALLATION AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK.
- 2.31 PERIOD OF OPERATION: The duration of one hundred twenty (120) months from the day following the completion of the ACCESS NETWORK INVESTMENT PERIOD. In which the CONTRACTOR will operate and maintain the ACCESS NETWORK to ensure its operation and provision of services comprising the AWARDED PROJECT. In this period of time, the services will be provided commercially.
- 2.32 PROINVERSIÓN: Private Investment Promotion Agency, an organization referred to in Law No. 28660 and the Ministerial Resolution No. 083-2013-EF/10 or regulations that substitute them.
- 2.33 PROTOCOL ACCEPTANCE TESTING FACILITIES: Document prepared by the CONTRACTOR containing the procedures to run to verify proper installation and operation of the BENEFICIARY LOCALITIES services, servers, applications, maintenance centers, customer service centers, center network management, data center nodes, among others that are part of the ACCESS NETWORK.
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- 2.34 AWARDED PROJECT: Is the PROPOSAL of the APT BIDDER declared the winner of the Award by the COMMITTEE
- 2.35 ACCESS NETWORK: The telecommunications network implemented according to the criteria in the appropriate TECHNICAL SPECIFICATIONS, which allows the end user to access the public telecommunications services and access to intranet of the AWARDED PROJECT, using the TRANSPORTATION NETWORK. According to the section 19.1 under the Law N°29904
- 2.36 TRANSPORTATION NETWORK: This is the high-speed network of availability and reliability, designed based on the laying of fiber optic redundancy scheme and points of presence in the district capitals, as provided in Section 7.4 of Article 7 of law No. 29904.
- 2.37 UIT: It is the Tax Unit

THIRD CLAUSE: STATEMENTS OF THE CONTRACTOR

- 3.1. The CONTRACTOR states that is a legal entity duly incorporated under the regulations of the Republic of Peru, having proved its existence and its representation according to law and is duly authorized and able to assume the obligations under the FINANCING AGREEMENT to exercise technical, commercial and financial activities, in the implementation of the AWARDED PROJECT.
- 3.2. The CONTRACTOR acknowledges and agrees that it is the decisive reason of FITEL for the celebration of the FINANCING AGREEMENT that, in the terms stipulated therein, in their Technical Proposal and in the TECHNICAL SPECIFICATIONS, the CONTRACTOR must perform the design, procurement and installation of networks, equipment and access to Internet and Intranet, to implement CAPACITY BUILDING, and keep them in operational terms, performing the corresponding preventive and corrective maintenance, so that the Peruvian State has the deployed optical fiber in the case of TRANSPORTATION NETWORK and that the BENEFICIARY LOCATIONS and MANDATORY PAID INSTITUTIONS have the infrastructure and equipment properly installed and fully operational in the case of the ACCESS NETWORK.
- 3.3. The CONTRACTOR has the authorization certificates that allow it to provide the services to which it is bound according to the TECHNICAL SPECIFICATIONS or alternatively, it has initiated the process of only concession for the provision of public telecommunications services for this purpose as stated in the TERMS AND CONDITIONS.
- 3.4. The CONTRACTOR is committed to install the networks OF THE AWARDED CONTRACT and provide the services in the quality conditions established in the TECHNICAL SPECIFICATIONS.
- 3.5. The CONTRACTOR states that its representative, who signs the FINANCING AGREEMENT, is duly authorized, that its subscription has been authorized by its Board of Directors (or the highest authority of the company) and, with his signature, requires no further action or approval to ensure their validity and to comply with the obligations in the same.
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- 3.6. The CONTRACTOR states that for the subscription of the FINANCING AGREEMENT and compliance with contractual obligations, it does not require legal authorization or regulatory authority of any foreign country in which any of its shareholders is incorporated or has its principal place of business and which is not contrary to any law or regulation in such country.
- 3.7. The CONTRACTOR states that to fulfill the FINANCING AGREEMENT there are no:
- Laws, statutes, regulations, rules, orders, judgments, awards, resolutions, administrative sanctions or restrictions by any authority, provisions in the statutes or regulations of the CONTRACTOR, covenants, contracts, agreements or other acts or events of any nature that are binding on the CONTRACTOR or affecting its affiliates or subsidiaries or their property or prohibit, restrict, limit, oppose, affect, impair, or in any way impede the execution and performance of the terms and conditions of the FINANCING AGREEMENT.
 - Neither actions, suits, investigations, litigation or proceedings pending or threatened before courts, arbitral court or governmental authority; that prohibit, restrict, limit, oppose, affect, impair, or in any way prevent the execution and performance of the terms and conditions of the FINANCING AGREEMENT.
- 3.8. The CONTRACTOR acknowledges and agrees that the nature and regime of the FINANCING AGREEMENT determines that, although during their term changes in the APPLICABLE REGULATIONS occur, including changes in the regulation of the telecommunications sector and the tax regime affecting its business and/or economic performance, such circumstances do not give you the right to claim or requests for modifications to the FINANCING AGREEMENT under the assumptions of economic-financial hardship or other provision of legal concepts of a similar nature, either before the FITEL, its officers or other State agency.
- The CONTRACTOR states that it assumes all risks associated with these changes, including technological changes, and, consequently, may not submit to FITEL or other administrative authority, arbitral court or jurisdictional body, any claim that has been clearly informed of this possibility and accepts it.
- 3.9. The CONTRACTOR recognizes that directly or indirectly has the economic, financial and technical capacity to perform the obligations under the FINANCING AGREEMENT and other obligations under the TECHNICAL SPECIFICATIONS and those obligations arising from the PROPOSAL under which was declared AWARDEE of the PROJECT: "INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE CUSCO REGION"
- 3.10. The CONTRACTOR states having no impediment to contract pursuant to Article 1366° regulated by the Civil Code and that is not administratively sanctioned with temporary or permanent disqualification from exercising their rights to contract with the State.
- 3.11. In the event that, after the signing of the FINANCING AGREEMENT, false statements in the preceding paragraphs are established, it will be terminated automatically, by operation of law, applying the provisions of the nineteenth Clause, proceeding FITEL to enforce the guarantees to be granted under this FINANCING AGREEMENT.
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- 3.12. The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC, with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS. This act will be subscribed between THE CONTRACTOR and FITEL, who will subscribe it representing MTC.
 - 3.13. The CONTRACTOR is obliged to transfer the ownership and control of the ACCESS NETWORK ASSETS in favor of the FITEL with the signing of the MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS.
 - 3.14. The costs generated until the date the transfer mentioned in the preceding paragraph will be borne by THE CONTRACTOR. Costs incurred from the day after the transfer has become effective shall be borne by the new owner hired over the operation of the ACCESS NETWORK and by the selected operator of the TRANSPORT NETWORK.
 - 3.15. The necessary administrative expenses for the transfer shall be borne by THE CONTRACTOR.
 - 3.16. The CONTRACTOR states that it has conducted its own studies, research, projections and therefore is considered knowledgeable of all the elements needed to make the decision to assume fully its obligations under the FINANCING AGREEMENT.
 - 3.17. The CONTRACTOR acknowledges the areas where the networks will be installed, so it expressly disclaims making any claim or action against FITEL or other competent authority derived from inadequate site conditions or any other circumstances related the subject matter of this FINANCING AGREEMENT.
 - 3.18. The CONTRACTOR admits it has developed its business plan taking into account the studies and assumptions it deemed appropriate, according to which it has prepared his TECHNICAL and ECONOMIC PROPOSAL and required the FUNDING AWARDED. It also states that the business plan has not been known by FITEL or PROINVERSIÓN, which shall have no responsibility for any difference between it and the actual results of the implementation of the AWARDED PROJECT. In that sense, the CONTRACTOR declares that it assumes the risk arising from the differences between its business plan and actual results of the implementation of the AWARDED PROJECT.
 - 3.19. The CONTRACTOR acknowledges and agrees that the total amount of the FINANCING AWARDED, is sufficient to fulfill the obligations of the FINANCIAL AGREEMENT and those derived from the PROPOSAL due to which it became the AWARDEE of the PROJECT "Installation of Broadband for Comprehensive Connectivity and Social Development of the Cusco Region "
 - 3.20. The CONTRACTOR, by this statement and only in the case of ACCESS NETWORK, undertakes to continue the operation and maintenance of the AWARDED PROJECT in all cases of termination of the FINANCING AGREEMENT under the terms stated in Clauses of the FINANCING AGREEMENT; this statement constitutes a unilateral promise referred to under Article 1956 of the Peruvian Civil Code.
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- 3.21. The CONTRACTOR acknowledges and agrees that FITEL has taken note of the statement referred to in the preceding paragraph and that the signing of this FINANCING AGREEMENT is not only an express consent but a prior agreement to the second paragraph of Article 1956 and Article 1957 of the Peruvian Civil Code, respectively, so that said unilateral promise has been validly made and is fully enforceable.
- 3.22. The CONTRACTOR states that the CLOSING DATE, its capital stock is the one established in the TERMS AND CONDITIONS. and, on that date, has fully subscribed the total of shares forming its share capital, having paid at least 25% of the nominal value of the shares, as applicable, in accordance with Article 52 of the General Law Corporations, Law N ° 26887

FOURTH CLAUSE: STATEMENTS OF FITEL

- 4.1. The signing of the FINANCING AGREEMENT and compliance with the obligations and rights of FITEL in it shall conform to the APPLICABLE RULES and regulations governing its operation and in general, the legal system of Peru.
- 4.2. FITEL states that to the subscription of the FINANCING AGREEMENT has the knowledge and authorization of its governing bodies and that its legal representative has sufficient skills and powers to celebrate it, so as to generate obligations and valid, binding and enforceable rights for both parties
- 4.3. FITEL states that the AWARDED FUNDING and, if applicable, the EXTENSION of the AWARDED PROJECT is duly authorized and has sufficient economic resources for disbursements agreed in the FINANCING AGREEMENT.
- 4.4. FITEL states to have the skills, legal and operational instruments for making the necessary supervision and that, as long as the CONTRACTOR fulfill its obligations, shall authorize and make disbursements under the FINANCING AGREEMENT.
- 4.5. The supervision corresponding to the OPERATION PERIOD of the ACCESS NETWORK shall be made in accordance to the 17th clause of this FINANCING AGREEMENT. After such deadline has arrived, the legal regime for supervision will be established in the Concession Agreement of the CONTRACTOR, according to APPLICABLE RULES.
- 4.6. FITEL acknowledges and accepts that it has become aware of the statement of THE CONTRACTOR referred to in paragraph 3.20 of the Third Clause and the signing of this FINANCING AGREEMENT is not only express but also prior agreement referred to the second paragraph of Article 1956 and Article 1957 of the Peruvian Civil Code, respectively, so that unilateral promise has been validly made and is fully enforceable.

FIFTH CLAUSE: PURPOSE

The purpose of the FINANCING AGREEMENT is to regulate the assignment of the AWARDED FUNDING to the CONTRACTOR for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Cusco Region " with the obligation that that the CONTRACTOR use it as its own expense for:

- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS OF THE PROJECT;
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- b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS OF THE PROJECT, providing access to the Internet and intranet to the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained in Exhibit No. 1 of this FINANCING AGREEMENT.;
- c) The implementation of CAPACITY BUILDING; defined as such in the TERMS AND CONDITIONS, and
- d) The use of FUNDING AWARDED for implementing the Project.

SIXTH CLAUSE: TERM OF THE FINANCING AGREEMENT

- 6.1. The FINANCING AGREEMENT shall remain in force equal to the sum of the INVESTMENT PERIOD OF THE ACCESS NETWORK, INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD until the completion of the last disbursement; unless earlier terminated in response to the cases provided for in this FINANCING AGREEMENT.
- 6.2. The INVESTMENT PERIOD of the ACCESS NETWORK and the INVESTMENT PERIOD of the TRANSPORT NETWORK shall not exceed twelve (12) months each one from the CLOSING DATE. However, it may be extended upon approval of FITEL and formalized by addendum to this FINANCING AGREEMENT.
- 6.3. The OPERATION PERIOD shall not be less than one hundred twenty (120) months from the day following the completion of the INVESTMENT PERIOD.
- 6.4. The term of the FINANCING AGREEMENT may be extended provided there is proper justification and for the enforcement of the purposes stated in the fifth clause of this contract by addendum signed by FITEL and the CONTRACTOR.
- 6.5. The PARTIES shall comply with the applicable procedure to the stage of CLOSURE of the FINANCING AGREEMENT.
- 6.6. At the end of the term of the FINANCING AGREEMENT, by the conclusion of the deadline stated in paragraphs 6.2 and 6.3 of this Clause, the CONTRACTOR shall continue the obligations of a telecommunications operator stipulated in their respective concession contracts, which are signed with the Ministry of Transportation and Communications, and/or any holder of a registration or authorization for the provision of value added services.

SEVENTH CLAUSE: OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR assumes the following obligations:

- 7.1. To use the AWARDED FUNDING for the design, construction and installation of the TRANSPORTATION NETWORK; well as for the design, equipment procurement, transportation, installation, commissioning, operation and maintenance of the ACCESS NETWORK that will allow to provide Internet and Intranet access in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained Exhibit No. 1 of the FINANCING AGREEMENT, and to the implementation of capacity building activities, fulfilling the conditions laid down in the TECHNICAL SPECIFICATIONS, the content of the AWARDED PROJECT and all commitments by the CONTRACTOR in its TECHNICAL PROPOSAL included in Exhibit No. 2 FINANCING AGREEMENT and the content of its technical proposal (Additional Beneficiaries number of locations, number of tablets, number of beneficiary localities with Internet access free of charge, in main square and a reduction in the number of days of the INSTALLATION STAGE).
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- 7.2. To meet the deadlines and targets set out in the FINAL SCHEDULE OF ACTIVITIES of the CONTRACTOR, provided in Exhibit No. 3 FINANCING AGREEMENT, except in cases of extensions determined in accordance with this FINANCING AGREEMENT.
 - 7.3. Comply with the obligations in the TECHNICAL SPECIFICATIONS and appendices.
 - 7.4. To comply with the commitments made in its TECHNICAL PROPOSAL, Exhibit No. 2 of the FINANCING AGREEMENT.
 - 7.5. Repair of damage because of the material and/or equipment that will serve to implement the AWARDED PROJECT contained in the Technical Proposal, as well as their replacement, if applicable, will be the responsibility of the CONTRACTOR without requiring any further disbursement by FITEL. This obligation shall apply during the term of FINANCING AGREEMENT and, if applicable, its extensions.
 - 7.6. Responsibility for repairing any damage caused in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS arising from the direct activities of the CONTRACTOR and/or third parties engaged by it for the execution of the AWARDED PROJECT, whether public roads, highways, bridges, public and private premises and others are affected during the transportation, installation, operation and maintenance of the ACCESS NETWORK and the installation of the TRANSPORTATION NETWORK. In that sense, the CONTRACTOR shall indemnify FITEL and MTC, if applicable; and be accountable for any act or omission, willful, negligent or without fault, the staff involving damage to the latter; including those acts or omissions made by the staff of its contractors.
 - 7.7. To give training courses in Peru and in the country of production of the main transmission equipment and infrastructure (optical fiber) used in the ACCESS NETWORK and TRANSPORTATION NETWORK, respectively. The courses will include Theoretical and practical topics.
 - 7.8. Provide all facilities for FITEL, or its designee, fulfill its duties and obligations under the AWARDED PROJECT.
 - 7.9. Provide all information related to the AWARDED PROJECT required by FITEL, or its designee, to fulfill its duties, for which a term will be provided for the CONTRACTOR to comply with it.
 - 7.10. To submit the FINAL SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK and FINAL SCHEDULE OF ACTIVITIES OF THE TRANSPORTATION NETWORK within the period specified in the TECHNICAL SPECIFICATIONS for both networks.
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- 7.11. Whenever the CONTRACTOR carries out promotional activities and advertising of the AWARDED PROJECT, it must refer to the Peruvian State represented by FITEL and the MTC during the term of the FINANCING AGREEMENT.
 - 7.12. To manage, obtain before administrative authorities, municipal or other and maintain current licenses, permits, registrations and other authorizations required for the deployment of infrastructure and for the provision of Internet service and intranet access offered in the AWARDED PROJECT. In this regard, it is expressly stated that cooperation by the FITEL indicated in Paragraph 8.3 of the Financing Agreement is only of means and not results of, so the CONTRACTOR cannot claim the unsuccessful outcome of this cooperation as grounds that waives it from the breach compliance of the obligations contained in the FINANCING AGREEMENT.
 - 7.13. Comply with all APPLICABLE RULES and LAWS for the execution of the FINANCING AGREEMENT.
 - 7.14. To fulfill its obligations under the concession contract signed with the MTC
 - 7.15. To meet the payment of its contributions to the special right to FITEL under Article 12° of the TUO of the Telecommunications Law approved by the Supreme Decree No. 013-93-TCC, as amended.
 - 7.16. In the case of ACCESS NETWORK, THE CONTRACTOR undertakes to meet the demand of the towns of Cusco region, where the coverage of this network allows the provision of services under the AWARDED PROJECT. This obligation will be performed under the same conditions in AWARDED PROJECT, without incurring additional financing.
 - 7.17. To submit for the satisfaction of FITEL, disaggregated information of investment costs for the ACCESS NETWORK and TRANSPORTATION NETWORK duly accredited as stated in Exhibit N°10 of this agreement even before the signing of ACT OF CONFORMITY OF INSTALLATION AND TESTING SERVICES OF THE ACCESS NETWORK AND RECORD OF CONFORMITY OF INSTALLATION AND TESTING SERVICES OF THE TRANSPORT NETWORK. This information will have no implications on the FUNDING AWARDED.
 - 7.18. To submit to FITEL semiannually the operating cash flow of the AWARDED PROJECT during the term of the FINANCING AGREEMENT. The delivery of this information does not alter the amount of FINANCING AWARDED. Additionally, FITEL may request the accreditation of the operating cash flow.
 - 7.19. To allow FITEL to verify the destination and use of the FUNDING AWARDED during the term of the FINANCING AGREEMENT.
 - 7.20. To keep up to the CLOSING DATE, fully subscribed the total of shares making up the share capital and paid at least 25% of the nominal value of the shares, as applicable, in accordance with the provisions of Article 52 ° of the General Corporation Law, Law No. 26887.
 - 7.21. It will comply with the responsibility for contracting and retaining existing insurance policies in force on ASSETS and elements of the ACCESS NETWORK and TRANSPORTATION NETWORK assuming the costs of each and every one of the deductibles and / or coinsurance that it engaged in insurance policies purchased in fulfilling this obligation. The validity of the stated policies will begin once the INSTALLATION STAGE is finished. The insurance company will pay will be under the supervision and regulation of the Superintendency of Banking and Insurance (SBS).
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- 7.22. It shall not be relieved of the obligation to comply with the installation of networks claiming defects, errors or omissions in the TECHNICAL SPECIFICATIONS
 - 7.23. Respect the right of patent, design and/or copyright protected in the country of manufacture of the elements for the ACCESS NETWORK and TRANSPORTATION NETWORK.
 - 7.24. The CONTRACTOR assumes responsibility for the acts, failures, omissions, or in general, any breach incurred by manufacturers or other subcontractors employed by it who may be involved in the execution of the FINANCING AGREEMENT.
 - 7.25. Subscribe for the duration of the FINANCING AGREEMENT, contract models set out in Appendix N°. 5-A and 5-B of Exhibit N° 8B of the TERMS AND CONDITIONS.
 - 7.26. To assume for the duration of FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the liability to FITEL of maintaining the operability and functionality of all ASSETS and elements of the ACCESS NETWORK so that the quality and conditions stated in its Technical Proposal and in the TECHNICAL SPECIFICATIONS are guaranteed for the provision of public telecommunications services and ensure access to Intranet.
 - 7.27. During the term of the FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the CONTRACTOR is required to perform corrective maintenance activities, and preventive ASSETS and elements of the ACCESS NETWORK. This includes the obligation to make the replacement, renewal, rehabilitation and / or adaptations made to ASSETS and items included in the networks; without that requirement implies the right to require FITEL additional resources to FUNDING AWARDED.
 - 7.28. It is responsible to FITEL, and third parties, as appropriate, for the proper management and use of ASSETS and elements of the ACCESS NETWORK, and the inherent risk to them.
 - 7.29. From the CLOSING DATE and until the transfer of ACCESS NETWORK assets on behalf of FITEL is made stated in this contract, the CONTRACTOR will be solely responsible and liable to pay taxes, fees and contributions that apply in relation to ASSETS and elements of the ACCESS NETWORK in accordance with applicable rules, considering among these regulations the provisions of the Consolidated Text of the Municipal Taxation Law, approved by Supreme Decree No. 156- EF-2004 or its amendment. In the case of TRANSPORT NETWORK, this obligation of THE CONTRACTOR is maintained until its transference to the MTC, in accordance with the provisions of this FINANCING CONTRACT.
 - 7.30. To ensure that the ACCESS NETWORK and TRANSPORTATION NETWORK ASSETS are only subject to the provision of the services referred to in AWARDED PROJECT. Consequently, they cannot be transferred, or in general subject to liens or encumbrances of any kind.
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- 7.31. Transferring ownership in favor of FITEL, of the ACCESS NETWORK ASSETS according to the conditions of this contract and in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK contained in Exhibit 8-B of the TERMS AND CONDITIONS.
- 7.32. Transfer in favor of MTC the property and domain of the TRANSPORTATION NETWORK, under the conditions of this AGREEMENT
- 7.33. To assume custody and responsibility for the integrity and legal physical sanitation in accordance with the applicable norms of the TRANSPORTATION NETWORK until the delivery thereof to the concessionaire in charge of the operation of the TRANSPORTATION NETWORK to be selected in the private investment promotion process of PROINVERSIÓN.
- 7.34. To maintain up- to- date the insurance policy of the ASSETS OF THE TRANSPORT NETWORK until the delivery thereof to the concessionaire of the operation of the TRANSPORT NETWORK and in the case of the ACCESS NETWORK ASSETS until the CLOSURE of the FINANCING AGREEMENT; assuming the costs of each and every one of the deductibles and / or coinsurance that engaged in insurance policies purchased in fulfilling this obligation.
- 7.35. To negotiate and subscribe infrastructure share-use agreements with, electricity, hydrocarbons or railway companies as well as to obtain permits, rights of way, step and use poles necessary to install the necessary infrastructure and for the deployment of the ACCESS NETWORK and TRANSPORTATION NETWORK; as well as, to establish agreements for the use of existing pipelines and install new pipelines were deemed necessary and inform FITEL of agreements with such companies.
- 7.36. Without prejudice to the provisions in the APPLICABLE LAWS and REGULATIONS, the CONTRACTOR shall provide to the MTC, FITEL and operation concessionaire of the TRANSPORTATION NETWORK all facilities they require in order to facilitate the procurement and commissioning of AWARDED PROJECT.
- 7.37. Fulfill the commitments made in its technical offer, compared to competitive factors indicated in the TERMS AND CONDITIONS.
- 7.38. Comply with the legal physical healing proposed in the APPLICABLE NORMS before the signing of the PROPERTY AWARD ACT OF THE ACCESS NETWORK.
- 7.39. To fulfill all other obligations under the FINANCING AGREEMENT, it's annex and the TECHNICAL SPECIFICATIONS in CIRCULARS and the TERMS AND CONDITIONS.

EIGHTH CLAUSE: OBLIGATIONS OF FITEL

By the FINANCING AGREEMENT, FITEL assumes the following obligations:

- 8.1. To disburse the FUNDING AWARDED to the CONTRACTOR when it has fulfilled the obligations and provisions required in the FINANCING AGREEMENT. Disbursements will be made in accordance with the conditions set out in Clause fourteenth of the FINANCING AGREEMENT.
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- 8.2. To exercise, directly or through a third natural or artificial, public or private person, shares of supervision, monitoring and control of facilities and test infrastructure, equipment and services under the FINANCING AGREEMENT.
- 8.3. FITEL shall cooperate with the CONTRACTOR for the proper performance of the FINANCING AGREEMENT. To this end, FITEL, where warranted, will use its best efforts to coordinate with the relevant authorities, issuing licenses, permits and other managed by THE CONTRACTOR and that are required for execution of the FINANCING AGREEMENT.
- 8.4. To ensure proper use of the FUNDING AWARDED and compliance with the terms of the FINANCING AGREEMENT.
- 8.5. To make written submissions on the matters covered by the FINANCING AGREEMENT, within the time stated therein, as well as other applications, to be within the scope of powers of the CONTRACTOR in writing.
- 8.6. To assume the costs of maintaining the TRANSPORTATION NETWORK until delivery thereof to the operation concessionaire.
- 8.7. Cooperate when the CONTACTOR demands it in writing, in the negotiation of sharing infrastructure agreements with concessionaires or other public or private entities that apply to other sectors (such as energy, oil, road infrastructure, etc.) required to install poles and infrastructure according to DESIGN of the TRANSPORT NETWORK outlined in the TECHNICAL SPECIFICATIONS. To this end, the FITEL, where warranted, will do their best without the cooperation of FITEL replace the obligation to THE HIRED to manage and sign such agreements as provided in Paragraph 7.35 of the seventh clause of this contract.
- 8.8. Other obligations under the FINANCING AGREEMENT, its Exhibits and the TECHNICAL SPECIFICATIONS in the CIRCULAR and the TERMS AND CONDITIONS.

NINTH CLAUSE: RIGHTS OF THE CONTRACTOR

Within the framework of this FINANCING AGREEMENT, the CONTRACTOR has the following rights:

- 9.1. To receive, use and dispose of the FUNDING AWARDED, according to the FINAL SCHEDULE OF ACTIVITIES and conditions provided in the FINANCING AGREEMENT.
 - 9.2. To propose to FITEL the replacement of BENEFICIARY LOCALITIES and/or Mandatory Paid Institutions, or Network Access nodes, according Exhibit 11 of this contract.
 - 9.3. It may provide, at its cost, risk and expense, and will not involve additional funding from FITEL, other additional telecommunications services to those agreed in the FINANCING AGREEMENT, provided they do not degrade the quality and continuity under the AWARDED PROJECT, communicating conditions to provide these additional services. These services will be provided prior authorization of FITEL within a period not exceeding thirty (30) working days from the day of filing.
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Under this assumption the CONTRACTOR is free to use the infrastructure and services in order to provide them in different locations than those agreed, provided that the installation, operation and maintenance thereof is paid by, cost and risk of the CONTRACTOR, and without additional funding from FITEL, without degrading the quality and continuity of services provided in the TECHNICAL SPECIFICATIONS.

In the case referred to in the preceding paragraph, these locations will not be considered to fulfill the obligations under the FINANCING AGREEMENT.

- 9.4. To freely select technologies and more efficient network architectures, provided it complies with the requirements of the TECHNICAL SPECIFICATIONS and the whole becomes a coherent network to provide Internet service and intranet access.
- 9.5. The CONTRACTOR during the INVESTMENT PERIOD of the ACCESS NETWORK, the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD, has the freedom to make updates to the technologies used, if required in the Technical Proposal, provided that this change equals or improves the quality and continuity of conditions originally established, the CONTRACTOR must be authorized by FITEL to make said change; for which it must comply with the requirements and procedure established in the TECHNICAL SPECIFICATIONS.

If FITEL accepts the proposal of the CONTRACTOR, according to what was stated in the preceding paragraph, the CONTRACTOR must implement the necessary actions so the changes in infrastructure, equipment and other instruments, do not degrade the performance of the services provided in the Technical Proposal. This will require the development of contingency plans which specify the commitments of the CONTRACTOR and the periods of service, recovery and other measures to ensure the continuity and quality of services in accordance with the specified TECHNICAL SPECIFICATIONS. These changes do not entitle the CONTRACTOR to require additional resources to FITEL.

- 9.6. Within the first six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the CONTRACTOR may refer to FITEL its final format proposal of model contracts contained in Exhibits No. 5-A and 5-B of the annex 8B of the TERMS AND CONDITIONS according to what is established in the aforementioned annex.

To this end, the request must be supported and proven to the satisfaction of FITEL, who will perform the corresponding assessment.

- 9.7. To request the reduction of guarantees issued, as provided in the FINANCING AGREEMENT.

TENTH CLAUSE: RIGHTS OF FITEL

Within the framework of this FINANCING AGREEMENT, FITEL has the following rights:

- 10.1. To enforce the obligations of the CONTRACTOR under the FINANCING AGREEMENT.
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- 10.2. To require full or partial refund of FUNDING AWARDED, of TRANSPORTATION NETWORK and ACCESS NETWORK ASSETS, as provided in the FINANCING AGREEMENT, when the CONTRACTOR use disbursements differently than the purpose indicated in the FINANCING AGREEMENT.
- 10.3. To execute the guarantees given on behalf of FITEL, in case of breach of its obligations under the Financing Agreement.
- 10.4. To impose and enforce penalties arising from noncompliance, incompleteness, or delays of commitments from the CONTRACTOR under the FINANCING AGREEMENT.
- 10.5. To make visits to the premises, facilities, infrastructure, among others, as it deems necessary to verify the performance of the AGREEMENT.
- 10.6. To apply exceptional interpretation of clauses of the FINANCING AGREEMENT by FITEL, considering the special nature of it.
- 10.7. To terminate the FINANCING AGREEMENT, when any of the grounds provided for this purpose occurs, if deemed appropriate.
- 10.8. To modify, within six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the model contracts contained in Exhibits No. 5-A and 5-B of the annex 8-B of the TERMS AND CONDITIONS; provided that such amendments do not involve the CONTRACTOR in additional obligations to those in the FINANCING AGREEMENT, its Exhibits or the TECHNICAL SPECIFICATIONS.
- 10.9. To approve contracts' final formats indicated in the preceding paragraph, according to the provisions of Paragraph 9.6. of the FINANCING AGREEMENT.

ELEVENTH CLAUSE: SUBCONTRACTS

- 11.1. The AWARDED PROJECT may be executed by subcontractors or other forms of outsourcing, provided that FITEL is informed of the names of individuals and/or companies to perform the work. To this end, the CONTRACTOR upon the signature of the FUNDING AGREEMENT shall submit an affidavit in accordance to the Form N°03 of the Exhibit N°12 of the TERMS AND CONDITIONS, assuming responsibility for compliance with the contractual obligations of the subcontractor or other individuals or legal entities with which it subscribes outsourcing contracts. The aforementioned Affidavit must be filed even if the CONTRACTOR does not perform any subcontract.
 - 11.2. In any case, the CONTRACTOR remains responsible to FITEL for the efficient and timely implementation of such obligations and may not allege a breach of the subcontractor to excuse its own default.
 - 11.3. The CONTRACTOR may not subcontract, individuals or legal entities for the execution of the entire AWARDED PROJECT
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TWELFTH CLAUSE: FINANCING AWARDED

By this FINANCING AGREEMENT is assigned to THE CONTRACTOR GILAT NETWORKS PERÚ S.A., as non-reimbursable funding, the amount of one hundred and eight million three hundred ninety nine thousand US Dollars (US\$ 108'399,000.00) financed with FITEL resources. The AWARDED FUNDING is a lump sum for all items, which will be used exclusively for the purposes stated in the purpose of the FINANCING AGREEMENT, which is distributed as follows:

- i. The amount of seventy six million sixty eight thousand US Dollars (US\$ 76'068,000.00) for the installation and operation of the ACCESS NETWORK.
- ii. The amount of thirty two million three hundred thirty one thousand USA Dollars (US\$ 32'331,000.00), for the implementation of the TRANSPORTATION NETWORK

THIRTEENTH CLAUSE: EXPANSION OF AWARDED PROJECT FOR THE ACCESS AND TRANSPORTATION NETWORK

13.1. CONDITIONS OF EXPANSION OF THE AWARDED PROJECT COMMON TO BOTH NETWORKS

- 13.1.1. The EXPANSION OF THE AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING CONTRACT which will regulate those specific conditions that are not laid down in this contract
- 13.1.2. EI CONTRACTOR prior to the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT, will deliver an Enlargement Activity Schedule, it will be part of the Addendum to FINANCING AGREEMENT.
- 13.1.3. The deadline to complete the installation in new BENEFICIARY LOCATIONS shall be six (6) months from the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT
- 13.1.4. If the CONTRACTOR requests an extension of the AWARDED PROJECT, you must attach to its application, the value of investments (CAPEX) and the value of the corresponding operation and maintenance (OPEX)

13.2. FOR THE ACCESS NETWORK

- 13.2.1. The CONTRACTOR may solicit FITEL the EXPANSION OF THE AWARDED PROJECT for the ACCESS NETWORK under the terms indicated in this FINANCING AGREEMENT.
 - 13.2.2. THE AWARDED PROJECT may be expanded during the INSTALLATION PERIOD of THE ACCESS NETWORK and such expansion cannot be higher than twenty percent (20%) of the amount of THE ACCESS NETWORK FINANCING.
 - 13.2.3. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
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13.2.4. So that FITEL accepts the extension of the Awarded Project, the CONTRACTOR must comply upon the approval of FITEL with every one of the terms it previously approved for the subscription of the Addendum to the FINANCING AGREEMENT reason why the EXPANSION of the AWARDED PROJECT is approved. FITEL reserves the right to modify the general, technic and economic conditions of the new Non-reimbursable financing

13.3. FOR THE TRANSPORTATION NETWORK

13.3.1. The CONTRACTOR may, within first eight (08) months of the INVESTMENT PERIOD of the TRANSPORTATION NETWORK request FITEL the expansion of the AWARDED PROJECT to new district capitals. Such extension shall not exceed twenty percent (20%) of the amount of FUNDING OF THE TRANSPORT NETWORK.

13.3.2. The new beneficiary localities must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.

13.3.3. The EXPANSION of the AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING AGREEMENT, for which it will apply the provisions of this clause.

FOURTEENTH CLAUSE: DISBURSEMENT OF FUNDING AWARDED

FITEL will pay the whole of the FUNDING AWARDED by disbursements to be paid directly to the CONTRACTOR, according to the provisions of this Clause.

14.1. ACCESS NETWORK:

14.1.1 An advance of 35% of the value of the FINANCING FOR THE ACCESS NETWORK (35%), amounting to twenty six million twenty three thousand eight hundred United States dollars (US\$ 26'623,800.00) payment which will be made at subscription of the FINANCING CONTRACT.

This advance disbursement is made after the Financing contract is subscribed and the warranty of the advanced payment of the total.

14.1.2. A second disbursement of five percent (5%) of the value of the FUNDING FOR ACCESS NETWORK amounting to three million eight hundred and three thousand four hundred Unites States dollars (US\$ 3'803,400.00) value that shall be paid when THE CONTRACTOR attests the installation of Sixty Percent (60%) of total COMPULSORY PAID INSTITUTIONS.

It is necessary that each one maintains connectivity with their respective District Node as refered to in Annex No. 8-B of the TERMS AND CONDITIONS using the ACCESS NETWORK built for this purpose

14.1.3 A third disbursement of ten percent (10%) the value of FINANCING ACCESS NETWORK, amounting to seven million six hundred and six thousand eight hundred United States DOLLARS (US \$. 7'606,800.00), value which shall be paid to the signing of INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT. It is necessary that each of the Mandatory Paid Institutions maintain connectivity with their respective District Node as referred to in Annex No. 8-B of the TERMS AND CONDITIONS using the ACCESS NETWORK built for this purpose.

14.1.4 The amount corresponding to 50% of the value of the ACCESS NETWORK FINANCING will be disbursed during the OPERATION PERIOD in twenty (20) semiannual installments, each amounting to two and a half percent (2.5%) of the FINANCING OF THE ACCESS NETWORK amounting to One Million Nine hundred and one thousand seven hundred United States Dollars (US\$. 1'901,700.00) which shall be paid upon a favorable INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT.

14.2. TRANSPORTATION NETWORK

14.2.1. Disbursements are made according to the following scheme:

Concept	Time	Payment	Advance	Deliverables
First disbursement (Advance)	Subscription of agreement	35% (thirty five percent) of FINANCING OF TRANSPORTATION NETWORK	0%	Advance payment guarantee
Second disbursement	Final date of the first advance, described in Paragraph 2.2 of Exhibit 8-A of the TERMS AND CONDITIONS	25% (twenty five percent) of FINANCING OF ACCESS NETWORK	Completion of the First Advance	57 Nodes of Distribution and Connection, 06 Aggregation Nodes (*)
Third disbursement	Date of completion of the INSTALLATION STAGE	40% FINANCING OF TRANSPORTATION NETWORK	Total Delivery of TRANSPORTATION NETWORK and signing of MINUTES OF CONFORMITY OF INSTALLATION AND TESTING SERVICES AND AFTER SIGNING OF THE ACT OF AWARD OF THE ASSETS OF THE TRANSPORT NETWORK.	01 Nodes of core, 45 Nodes of Distribution and Connection, 06 Aggregation Nodes (*)
<p>(*)For carrying out the first advance disbursement corresponding to the TRANSPORT NETWORK, the CONTRACTOR should have implemented Nodes (Aggregation, Distribution, Connection and Core) and installed optical fiber associated with these nodes, so that the FITEL or the person(s) designated by him, check its operation and connectivity in the approved network topology. For such a case of the Total Award of the transport network, the operation of all nodes and fiber optic links will be verified according to technical quality features requested in the technical specifications of the transport network, Annex No. 8-A of the TERMS AND CONDITIONS.</p> <p>Additionally, the works and equipment to be performed on the Core Node is all referred to as NOC and Core in the TECHNICAL SPECIFICATIONS of the TRANSPORT NETWORK, Annex 8-A of the TERMS AND CONDITIONS.</p>				

Advances and deadlines are indicated in Table No. 1: Schedule of Construction of the TRANSPORTATION NETWORK and DEFINITE TECHNICAL PROPOSAL, indicated in paragraph 2.2 of the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK, Exhibit No. 8-A of the TERMS AND CONDITIONS.

FIFTEENTH CLAUSE: GUARANTEES

- 15.1. As a condition for signing the FINANCING AGREEMENT in the CLOSING DATE, the CONTRACTOR shall deliver to the COMMITTEE the ADVANCE PAYMENT GUARANTEE and PERFORMANCE BOND of the FINANCING AGREEMENT which must be issued by a LOCAL BANKING BUSINESS OR LOCAL INSURANCE BUSINESS rightfully authorized by the SBS (the banking and retirement fund superintendency) or by an INTERNATIONAL FINANCIAL ENTITY. In the case of a warranty issued by and INTERNATIONAL FINANCIAL ENTITY, it must be confirmed by a LOCAL BANKING BUSINESS according to the Exhibit N°2 in the TERMS AND CONDITIONS.
- 15.2. The ADVANCE PAYMENT GUARANTEE shall be for an amount of US\$ thirty seven million nine hundred thirty nine thousand six hundred fifty US Dollars (US\$ 37 939,650.00), equivalent to 100% of the first disbursement, of THE ACCESS NETWORK and THE TRANSPORT NETWORK ensuring the proper use of this disbursement in favor of the CONTRACTOR, pursuant to the provisions of this AGREEMENT. It shall remain valid from the CLOSING DATE until the end of the investment period. The FITEL may provide for the mandatory extension of this guarantee, and the CONTRACTOR must renew it by the time indicated for its effect.
- 15.3. THE CONTRACTOR during the INVESTMENT PERIOD of THE ACCESS NETWORK and the INVESTMENT PERIOD of THE TRANSPORT NETWORK may request FITEL a reduction of fifty percent (50%) of the ADVANCE PAYMENT GUARANTEE. To do this, it must have fulfilled the following conditions:

% Reduction	Progress	
	Access Network	Transportation Network
50%(fifty percent)	Sixty percent (60%) of the total of PAID INSTITUTIONS (**)	57 Nodes of Distribution and connection and 06 Aggregation Nodes (***)
(**)To comply to the deadline of advancement of the ACCESS NETWORK, each Mandatory Paid Institution must maintain connectivity with their respective District Node, using the access network built for this purpose. (***)Reduction corresponding to the first step of the transmission network security, the CONTRACTED should be implemented Nodes (Aggregation, Distribution, and Core Connection) and installed optical fiber associated with these nodes, so that the FITEL or the person(s) it designates check connectivity under its the functionality, connectivity under the approved network topology.		

It is understood as Aggregation, Distribution and Connection Nodes the ones defined in paragraphs 3.2, 3.3 and 3.4 of the TRANSPORT NETWORK TECHNICAL SPECIFICATIONS, Annex 8A of the TERMS AND CONDITIONS.

- 15.4. The ADVANCE PAYMENT GUARANTEE will be returned to the CONTRACTOR, once signed (i) MINUTES OF CONFORMITY OF INSTALLATION AND TESTING SERVICES OF THE ACCESS NETWORK; (ii) MINUTES OF CONFORMITY OF INSTALLATION AND TESTING SERVICES OF THE TRANSPORT NETWORK and (iii) MINUTES OF RECORD OF THE ASSET AWARD OF THE TRANSPORT NETWORK.
- 15.5. PERFORMANCE BOND of the FINANCING AGREEMENT will be for a total of ten million eight hundred thirty nine thousand nine Hundred US Dollars (US\$ 10'839,900.00), equivalent to ten percent (10%) of the FINANCING for the FINANCING AWARDED which will ensure the proper and timely performance of each and every one of the obligations of the CONTRACTOR. The performance bond reduction scheme is as follows:
 - 15.5.1. After signing of the CONFORMITY OF INSTALLATION AND TESTING SERVICES OF THE ACCESS NETWORK, THE CONFORMITY INSTALLATION AND TESTING SERVICES ACT of the TRANSPORT NETWORK and the ACT of AWARD of the ASSETS OF THE TRANSPORT NETWORK, will be replaced by another, the amount will be equal to ten percent (10%) of the amount of the FINANCING OF THE ACCESS NETWORK..
 - 15.5.2. At the beginning of the second year of the PERIOD OF OPERATION and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced by another that is equivalent to eight percent (8%) of the FINANCING of the ACCESS NETWORK.

- 15.6 The PERFORMANCE BOND of the FINANCING AGREEMENT is issued for and on behalf of the CONTRACTOR in favor of FITEL. The bond must be renewed annually so that remains in effect until the expiration of the FINANCING AGREEMENT, except as noted in number 3.20 of the third clause and in Paragraph 4.6. of the fourth clause of the FINANCING AGREEMENT.
- 15.7 In case the CONTRACTOR presents COMMENTS pending from the last MONITORING REPORT issued in the PERIOD OF OPERATION OF THE ACCESS NETWORK, the PERFORMANCE BOND of the FINANCING AGREEMENT will be renewed seven (07) DAYS prior to maturity for a period of (60) DAYS, and so on until all COMMENTS have been clarified.
- 15.8 The PERFORMANCE BOND of the FINANCING AGREEMENT is secured, unconditional, and irrevocable, without benefit of excussion and of immediate execution upon request of FITEL without judicial demand for payment or performance, a copy of which is included as Exhibit No. 5 of the FINANCING AGREEMENT.
- 15.9 The PERFORMANCE BOND of the FINANCING AGREEMENT shall be returned no later than five (05) business days after making the final disbursement

SIXTEENTH CLAUSE: ACCESS NETWORK AND TRANSPORTATION NETWORK ASSETS

- 16.1 The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS, properly sanitized, on behalf of the MTC with the signing of the MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS, once the Concession Agreement between the MTC and the concessionaire for the operation for the TRANSPORTATION NETWORK is subscribed.
- 16.2 The CONTRACTOR recognizes that after the signing of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS, will also assume the obligation to formalize and perfect by all acts or procedures necessary for the transference of ownership and control referred to in the preceding paragraph in favor of the MTC. This obligation will assumed according to nature of the assets to be transferred and its aptitude to be registered in SUNARP.
- 16.3 The CONTRACTOR undertakes to carry out the activities necessary to preserve the condition and utility of the ASSETS TRANSPORT NETWORK until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK
- 16.4 The CONTRACTOR shall be liable for damages or losses caused to the TRANSPORTATION NETWORK ASSETS until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK. Therefore are forced to hire the necessary insurance to comply with the provisions of this paragraph.
- 16.5 After the signing of MINUTES OF AWARD OF ACCESS NETWORK ASSETS, FITEL shall make the final disbursement of FUNDING AWARDED; as stated in Clause Fourteenth of the FINANCING AGREEMENT.
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- 16.6 Without prejudice to the other obligations arising from the provisions of paragraph 7.34 and 7.39 of the seventh clause and other provisions under this FINANCING AGREEMENT, until the transfer of title of the TRANSPORTATION NETWORK ASSETS to the MTC, the CONTRACTOR as provided in the applicable law, in its capacity as holder of such property immediately has an obligation to exercise (for your own expense and expeditiously) the following types of possessory defense for both the case of attempted usurpation of the TRANSPORTATION NETWORK ASSETS and the ASSETS OF THE ACCESS NETWORK, as in the case of activities incompatible with the proper use of them by third parties:
- a) Extrajudicial possessory defense, used to repel the force used against the CONTRACTOR and to regain the good, without time interval, if it were dispossessed, but always refrain from the use of recourses not justified by the circumstances.
 - b) Legal possessory defense, the CONTRACTOR must, if it is borne by the TRANSPORTATION NETWORK ASSETS any involvement, dispossession, occupation, usurpation, among others, communicate MTC and FITEL of those facts and make use of the mechanisms and judicial resources to enable it to hold harmless MTC's right on the TRANSPORTATION NETWORK ASSETS.
- 16.7 The failure to exercise possessory defenses will result in penalties under Clause eighteen (18) of the FINANCING AGREEMENT.
- 16.8 The CONTRACTOR must notify FITEL and MTC, immediately and notarial duct, the occurrence of damage to the TRANSPORT NETWORK ASSETS, and the nature and amount thereof until before the signing of the AWARD ACT of THE ASSETS OF THE TRANSPORT NETWORK
- 16.9 The exercise of possessory defenses described above does not hold harmless the CONTRACTOR, which, to a course as described in the preceding paragraphs, shall coordinate immediately with Fitel and MTC the legal actions that the CONTRACTOR must engage in order to hold harmless MTC's right on TRANSPORT NETWORK ASSETS AND THE ASSETS OF THE ACCESS NETWORK.
- 16.10 Without prejudice to the provisions in paragraph 7.30 of the FINANCING AGREEMENT, the CONTRACTOR must hold harmless FITEL especially regarding the MTC and against any action or exception of legal, administrative, arbitration or contract, or claim of any nature regarding the ACCESS NETWORK and TRANSPORT NETWORK ASSETS.
- 16.11 The CONTRACTOR must comply with in respect of the TRANSPORT NETWORK and ACCESS NETWORK ASSETS, to pay taxes, fees and contributions payable, pursuant to APPLICABLE LAWS FINANCING referred to in the FINANCING AGREEMENT, considering between these regulatory provisions as provided in the Consolidated Text of the Municipal Taxation Act, approved by Supreme Decree No. 156-2004-EF or later rule that amends
- 16.12 The CONTRACTOR ensures the proper transfer of title of the TRANSPORT NETWORK ASSETS in favor of MTC and the ACCESS NETWORK ASSETS in favor of FITEL ; as well as the operation and functioning of the TRANSPORT NETWORK ASSETS. It also recognizes the domain the MTC has over THE TRANSPORT NETWORK ASSETS and the domain FITEL has over the ACCESS NETWORK ASSETS. The property right is transferred for both networks, including the ground, underground and overground according to the findings by the Civil Code
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SEVENTEENTH CLAUSE: SUPERVISION AND CONTROL MECHANISMS RELATED TO THE AWARDED PROJECT

17.1 Fitel is responsible for the supervision of the adequate use of the FINANCING AWARDED.

ACCESS NETWORK

17.2 FITEL is responsible for the supervision and control AWARDED PROJECT during INVESTMENT PERIOD of THE ACCESS NETWORK and OPERATION PERIOD.

17.3 The monitoring of the PERIOD OF OPERATION is done every six months and will start the day following completion of the INVESTMENT PERIOD of the ACCESS NETWORK until the CLOSING OF THE FINANCING AGREEMENT.

17.4 In the INVESTMENT PERIOD of THE ACCESS NETWORK, supervision will mainly include the following:

- Supervision of the number of BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS of the AWARDED PROJECT and its proper location;
 - Monitoring the quantity and quality of infrastructure, equipment, materials, management tools, among others, to be applied to the AWARDED PROJECT
 - Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, which will be used by the AWARDED PROJECT to provide service access to Internet and intranet, in the BENEFICIARY LOCATIONS, INSTITUTIONS, or others who contract the service within the scope of the ACCESS NETWORK installed by the CONTRACTOR to serve the AWARDED PROJECT;
 - Supervision and control and SPREAD AWARENESS, TRAINING AND DEVELOPMENT OF CONTENTS;
 - Supervision and control of the operation of the Internet access service and intranet access, if any, to be provided with the AWARDED FUNDING according to the FINANCING AGREEMENT, its annexes and the TECHNICAL SPECIFICATIONS, TECHNICAL PROPOSAL, the CIRCULAR and TERMS AND CONDITIONS; and,
 - Supervision of other aspects that Fitel deems necessary to ensure the proper use of the services required
 - The monitoring will take place in accordance with the INSTALATIONS ACCEPTANCE TEST PROTOCOL
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17.5 During the PERIOD OF OPERATION, FITEL will primarily oversee the following:

- The services provided by the CONTRACTOR with the FUNDING AWARDED, according to the requirements specified in the TECHNICAL SPECIFICATIONS and in the absence thereof, in accordance with the provisions of the legal and regulatory framework applicable.
- The quality of the provision of other services that are offered using the ACCESS NETWORK of the AWARDED PROJECT, according to the conditions laid down in the respective addendum.
- Supervision of the number of tablets given annually
- Supervision of the number of beneficiary communities with free access to Internet payment in main place.
- Supervision of maximum Internet access rates to different people at Public Institutions
- Other that FITEL recommends or orders within the framework of the FINANCING AGREEMENT

➤ **TRANSPORTATION NETWORK**

17.6 FITEL is responsible for the supervision and control of the AWARDED PROJECT during the INVESTMENT PERIOD of the TRANSPORT NETWORK, which includes the supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, to be used for the TRANSPORT NETWORK.

17.7 The FITEL may require from the CONTRACTOR all information and / or documents of any kind related to the TRANSPORT NETWORK as it deems necessary without limitation, the CONTRACTOR is obliged to forward it within the time limits provided in its requirements by FITEL.

EIGHTEENTH CLAUSE: DELAY, FAILURE AND PENALTIES

The application of the penalties provided for in this clause does not relieve the CONTRACTOR of compliance with its obligations under the FINANCING AGREEMENT or APPLICABLE NORMS. Also, in no case the payment of penalties from the CONTRACTOR or their discount by the FITEL to AWARDED FINANCING outlays does not imply that the CONTRACTOR shall be entitled to derogate from the obligations set out in this FINANCING AGREEMENT.

➤ **ACCESS NETOWRK**

18.1 Penalties for failure in the ACCESS NETWORK INVESTMENT PERIOD

18.1.1 The penalties applicable for breaches during the ACCESS NETWORK INVESTMENT PERIOD may be deducted from the corresponding disbursement for this period.

18.1.2 Non-compliance with activities:

18.1.2.1 If the CONTRACTOR breaches with the full installation of a service within the prescribed period, Fitel shall establish a penalty of five-hundredths (0.05) of ITU (Tax unit) per MANDATORY PAID INSTITUTION set forth in Exhibit No. 01 of this contract, per day behind in the breach, counted from the day the initial installation ended.

18.1.2.2 If the CONTRACTOR breaches or partially meets the awareness and dissemination activities, as indicated in section 4.2.1 of the ACCESS NETWORK TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of one-tenth (0.1) of ITU for BENEFICIARY where this obligation was not complied with within the time limit set. It is considered that this activity was carried when the minimum percentage of attendees described in TECHNICAL SPECIFICATIONS of THE ACCESS NETWORK except what is indicated in the paragraph 3 of the Exhibit N°14 of the Appendix 8B of the TERMS AND CONDITIONS related to the accreditation of the minimum of attendees..

- 18.1.2.3 If the CONTRACTOR does not comply with the installation of the monitoring system within the ACCESS NETWORK INVESTMENT PERIOD, according to what is stated in section 6.6.1.1 of the TECHNICAL SPECIFICATIONS as well as usernames and passwords, etc., or all activities for commissioning of this system is not completed, Fitel shall apply a penalty of five (5) ITU.
- 18.1.2.4 In case of breach of the activities during the INVESTMENT PERIOD due to a fortuitous event or force majeure, not attributable to the CONTRACTOR, it shall send the documentation to FITEL proving this, in maximum one month of the event causing the breach. Furthermore, in order to evaluate the fact, the CONTRACTOR must communicate the occurrence of the event, and propose its estimate of days required for the performance of such activities, within the first fifteen (15) days of the occurrence.
- Without this documentation, you cannot prove fortuitous event or force majeure, or facts not attributable to the CONTRACTOR, therefore the deadline is not extended and penalties in accordance with the preceding paragraphs of this Clause FUNDING AGREEMENT shall apply as appropriate.
- However, due to reasons of accident, force majeure or not attributable to the CONTRACTOR that prevent the installation of services in the BENEFICIARY LOCATIONS, duly supported by the CONTRACTOR, FITEL will evaluate replacement of these locations, according to Exhibit N° 11 of the FINANCING AGREEMENT.
- When the CONTRACTOR installs infrastructure and provides services in locations that do not correspond to the list of PAID INSTITUTIONS listed in Exhibit No. 1, such institutions do not count toward the fulfillment of the obligations under the FINANCING AGREEMENT.
- 18.1.2.5 In the event that the CONTRACTOR has not hired or has not maintained insurance policies in force on ASSETS and elements of the ACCESS NETWORK as stated in Paragraph 7.21 of the Seventh Clause FUNDING AGREEMENT, FITEL may impose a penalty of five (05) ITU whenever compliance with this obligation has failed.
- 18.1.2.6 If the CONTRACTOR does not comply with the installation of the server for monitoring within the INVESTMENT PERIOD, according to what is stated in section 6.6.1.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, or all activities for commissioning of this are not completed, Fitel shall apply a penalty of five (5) ITU.
- 18.1.2.7 If the CONTRACTOR fails to comply with the installation of the amount of help centers for users within the INVESTMENT PERIOD, according to what is stated in paragraph 5.5 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR, will result in a penalty of five (05) ITU
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18.1.2.8 If the contracted CONTRACTOR fails to comply with the obligation to exercise possessory defenses as stated in section 16.6 of Section 161 of the FINANCING AGREEMENT, the FITEL will impose a penalty of five (05) UIT.

18.1.3 Penalties for Failure to deliver Information:

18.1.3.1 If the CONTRACTOR fails to comply to submit the formats of the ACCESS NETWORK INSTALLATION MINUTES it will use, according to the period specified in paragraph 6.5.3.3 of the TECHNICAL SPECIFICATIONS, FITEL may impose a penalty of three (03) ITU..

18.1.3.2 If the CONTRACTOR fails to deliver the ACCESS NETWORK INSTALLATION MINUTES according to the period specified in paragraph 6.5.3.6 of the TECHNICAL SPECIFICATIONS, Fitel may apply a penalty equal to one hundredth (0.01) ITU for each DAY of delay in the ACCESS NETWORK INSTALLATION MINUTES (station/terminal node or subscriber).

18.1.3.3 If the CONTRACTOR fails to comply with submitting the documentation and information that certifies the execution of activities AWARENESS TRAINING AND DISSEMINATION according to the period specified in Paragraph 5 of Appendix No. 14 of the TECHNICAL SPECIFICATIONS, Fitel will apply a penalty equal to one hundredth (0.01) of ITU per DAY of delay. It is only considered submitted the documentation and information for each LOCATION that has filled all fields, including subscription of faith that carry out this activity, and the list of attendees.

18.1.3.4 If the CONTRACTOR fails to comply with its final proposal to deliver CAPACITY BUILDING within the time limits indicated in Paragraph 4.1.2 of the TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of three (03) ITU for each of these proposals not filed within that period.

18.1.3.5 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 6.5.4.2 of the TECHNICAL SPECIFICATIONS, a proposed TESTING PROTOCOL OF ACCEPTANCE OF FACILITIES containing the minimum procedures required by Fitel. The delay by THE HIRED in remission of that protocol will result in a penalty of three hundredths (0.03) ITU per DAY of delay.

18.1.3.6 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 2.5.1 of the TECHNICAL SPECIFICATIONS, the FINAL SCHEDULE OF ACTIVITIES, containing the minimum fields required by Fitel. The delay by the CONTRACTOR in referring this schedule will result in a penalty of one hundredth (0.01) of ITU for each day of delay.

18.1.3.7 The CONTRATOR shall send to Fitel, within the maximum period prescribed in Paragraph 5.4.2 of the TECHNICAL SPECIFICATIONS, the detailed proposal for the Maintenance Program. The delay by the CONTRACTOR in remission of the program will result in a penalty of one hundredth (0.01) of ITU for each day of delay.

18.1.3.8 If the CONTRACTOR fails to comply with the submission of information operations and maintenance facilities within the maximum period prescribed in Paragraph 5.6.2 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR will result in a penalty of five (05) ITU.

- 18.1.3.9 If the CONTRACTOR fails to comply with the submission of the detailed content of the courses to be issued in training on the technology solution within the maximum period prescribed in Paragraph 2.6.1 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTED PARTY will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.10 If the CONTRACTOR fails to comply with the referral of disaggregated costing PROPOSED ECONOMIC NETWORK ACCESS, within the maximum period prescribed in Paragraph 2.7.1 of the TECHNICAL SPECIFICATIONS NETWORK ACCESS. The delay by THE HIRED, will result in a penalty of two hundredths (0.02) ITU per DAY of delay.
- 18.1.3.11 When the CONTRACTOR fails to present to Fitel FIELD STUDIES, within the prescribed period and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty of ten (10) UIT.
- 18.1.3.12 When the ONTRACTED PARTY fails to present to Fitel the ENGINEERING STUDIES, within the deadline and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of ten (10) UIT.
- 18.1.3.13 When the CONTRACTOR fails to present to FITEL the proposal to implement a tracking subsystem within the deadline and according to what is stated in paragraph 6.6.1 of the TECHNICAL SPECIFICATIONS, FITEL will apply a penalty of five (05) UIT
- 18.1.3.14 When the CONTRACTOR fails to submit to FITEL the formation of its team, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of five (05) UIT.
- 18.1.3.15 When the CONTRACTOR fails to inform FITEL of a modification in the conformation of its staff, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty two (02) UIT.

18.2 Penalties due to non compliance during the OPERATION PERIOD

- 18.2.1 The penalties applicable due to non compliance during the OPERATION PERIOD may be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to the following provisions. In case that the amount of penalties of a semester exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) days, counted since the collection notification.

18.2.2 Penalties due to non compliance of the availability of services

- 18.2.2.1 In case the CONTRACTOR fails to comply with the requirement of minimum availability of the network of 98% annually, indicated in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK and measured to the POINT OF PRESENCE (POP), the FITEL will impose a penalty of a tenth (0.1) of the UIT for each additional hour of interruption of the network. The availability will be calculated each year, counted since the first day of the OPERATION PERIOD.
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18.2.2.2 In case that the availability of services is interrupted in some of the POPs due to Acts of God or Force Majeure or events not attributable to the CONTRACTOR. THE CONTRACTOR will notify to FITEL within the term of thirty (30) days following to the culmination of the month of the event, about the existence of said events, which must be communicated to FITEL through a letter enclosing, through optical storage devices (CD DVD or USB), the detail of the dates and the hours they request to discount, as well as the causes that originated it.

Likewise, THE CONTRACTOR will deliver to FITEL the evidences that demonstrate the Acts of God or Force Majeure or events not attributable to the CONTRACTOR, no later than sixty (60) days following to the submission of the request of exclusion of unavailability of services for the event happened. Without these evidences, it will not be possible to demonstrate the Acts of God and Force Majeure or events not attributable to the CONTRACTOR consequently FITEL shall count the interruptions for the calculus of the availability as applicable.

18.2.3 Penalties due to non compliance of TRAINING

18.2.3.1 In case THE CONTRACTOR fails to comply or partially complies to make the TRAINING according to indications made in Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will impose a penalty of a tenth (0.1) of the UIT for each location where this obligation was not complied, within the term established in its final SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK as stated in paragraph 2.5.1 of the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK We shall consider that this activity is performed when the minimum percentage of attendees is reached..

18.2.4 Penalties due to failure to submit information

18.2.4.1 If the CONTRACTOR fails to deliver the Execution Minutes of TRAINING according to the term foreseen in Section III of Appendix N° 13 A and the Appendix 13 B of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will apply a penalty equivalent to one hundredth (0.01) of the UIT for each DAY of delay per BENEFICIARY LOCALITY. The minutes will be only considered as submitted per BENEFICIARY LOCALITY those that have all full fields, including the subscription of the person that certifies the performance of this activity, and the list of attendees.

18.2.4.2 THE CONTRACTOR shall send to FITEL, within the maximum term established in Section III of Appendix N° 13A and N° 13B of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the final report of the TRAINING performed. The delay by THE CONTRACTOR in the remission of said report, shall result in a penalty of three hundredths (0.03) of the UIT for each DAY of delay.

18.2.4.3 THE CONTRACTOR shall send to FIDEL, within the maximum term established in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the monthly reports of the use of access to Internet (total traffic, per locality and per type), monthly report of interruptions, monthly report of quality indicators. The delay by THE CONTRACTOR in the remission of reports, shall result in a penalty of one tenth (0.1) of the UIT per each DAY of delay and per each type of report.

Furthermore, FIDEL shall apply a penalty of five (05) UIT for non compliance in the storage of information for the issuance of reports, as well as data that generates them, according to the provisions established in Section 6.6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK.

18.2.4.4 When THE CONTRACTOR does not present to FIDEL the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FIDEL shall apply a penalty of five (05) UIT.

18.2.4.5 When THE CONTRACTOR does not communicate to FIDEL the modification of the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FIDEL shall apply a penalty of two (02) UIT.

18.2.4.6 When THE CONTRACTOR does not send to FIDEL the format of the activities for Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FIDEL shall apply a penalty of five (05) UIT.

18.2.4.7 When THE CONTRACTOR does not send to FIDEL the Schedule of annual Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FIDEL shall apply a penalty of three (03) UIT.

18.2.4.8 If THE CONTRACTOR sends to FIDEL, out of the time established in Section ;**Error! No se encuentra el origen de la referencia.** of the seventh clause of the FINANCING CONTRACT, the disaggregated information of investment costs of the ACCESS NETWORK or if its is inaccurate or false FIDEL will impose a penalty of ten (10) UIT.

18.2.4.9 If THE CONTRACTOR sends to FIDEL, out of the time established in Section ;**Error! No se encuentra el origen de la referencia.** of the seventh clause of the FINANCING CONTRACT, the operative cash flow of the AWARDED PROJECT, or if it is inaccurate or false FIDEL will impose a penalty of ten (10) UIT.

18.2.5 Penalties for OBJECTIONS

18.2.5.1 FIDEL shall make supervisions prior to the performance of disbursements indicated in the Fourteenth Clause of the FINANCING CONTRACT. The supervisions will be made according to the protocols approved by FIDEL.

- 18.2.5.2 FITEL shall apply a penalty of one (01) UIT for each one of the OBJECTIONS indicated as follows, per BENEFICIARY LOCALITY or station/node indicated in the SUPERVISION REPORT OF THE ACCESS NETWORK, with the indication that the application of this penalty does not release THE CONTRACTOR of the compliance of these obligations.
- 18.2.5.3. When THE CONTRACTOR fails to comply with the preventive Maintenance Program according to the TECHNICAL PROPOSAL.
- 18.2.5.4. If THE CONTRACTOR confines or prevents the personnel appointed by FITEL to make the corresponding visits during the effectiveness of the FINANCING CONTRACT in its tasks of SUPERVISION, FITEL can impose the penalty for each one of the prevented or limited visits. FITEL can discount that value in the immediate disbursement following to the date of the negative or limitation.
- 18.2.5.5. If THE CONTRACTOR fails to comply with the installation of the blocking software specified in Section 3.5.4 of the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK.
- 18.2.5.6. When THE CONTRACTOR fails to comply with the term of 30 DAYS, established in Section 5.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, to install the required service, a penalty of one tenth (0.1) of the UIT for each DAY of delay will be applied.
- 18.2.5.7. For the non compliance of each one of the indicators established in Appendix N° 11 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, a penalty will be applied according to the following table:

Nº	Indicator	Quality Parameter	Scope	Penalty
1	TIA – Incidence rate of troubleshooting for the service of access to Internet	Less than 10%	All the network	10 UIT x month
2	Latency	Less than 150 msec	Up to CPE	0.05 UIT x month x CPE
3	Packet loss	Less than 2%	To the subscriber	0.05 UIT x month x CPE
4	Up/Down Speed	Higher than 40% of hired speed	Up to CPE	0.05 UIT x mes x CPE

The verification of compliance of the indicators 2, 3 and 4 mentioned in the previous table will be in terms of monthly average value obtained for each one during the hours of peak charge. It applies to Internet access free of charge, in the main squares, indicators and parameters indicated in the above table

- 18.2.5.8. The penalties, if any, will be added per indicator, for each one of the months of the supervised semester.
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➤ **TRANSPORTATION NETWORK**

18.3. The penalties applicable for non compliance of THE TRANSPORT NETWORK will be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to indications made in the following provisions. In case that the amount of the penalties exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) DAYS, counted since the collection notification.

18.4. Failure Activities:

18.4.1 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to culminate the first advance or total delivery of the TRANSPORTATION NETWORK, a penalty of five (05) UIT for each DAY of delay will be applied.

18.4.2 In case that THE CONTRACTOR has not contracted or has not kept in force the insurance policies on the assets and elements that conform the TRANSPORTATION NETWORK according to Section 7.21 of the Seventh Clause of the FINANCING CONTRACT, FITEL will impose a penalty of five (05) UIT each time this obligation has not been complied.

18.4.3 In case THE CONTRACTOR fails to comply with the installation of the server for monitoring within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, or all the activities for the commissioning of it have not concluded, FITEL will impose a penalty of five (5) UIT..

18.4.4 In case THE CONTRACTOR fails to comply with the installation of the monitoring system within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, and users and keys, among others, or all the activities for the commissioning of this system are not concluded, FITEL will impose a penalty of five (5) UIT..

18.4.5 In case of non compliance of the activities to perform during the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK is due to a supposed Act of God or force majeure, or facts attributable to THE CONTRACTOR, it must send to FITEL the documentation that demonstrates it, within the following month of the event of non compliance. Furthermore, in order to assess the fact, THE CONTRACTOR must communicate the occurrence of the event, and propose the estimated days required for the compliance of said activities, within the first fifteen (15) days of the occurrence of the event.

Without said documentation, it will be impossible to demonstrate the Act of God and force majeure, or facts not attributable to THE CONTRACTOR, consequently the term will not be extended and the penalties will be applied according to the preceding sections of this Clause of the FINANCING CONTRACT, as applicable.

18.5 Penalties due to the Failure of Information delivery:

18.5.1 When THE CONTRACTOR fails to comply with the term established in Section 2.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the GENERAL TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.

- 18.5.2 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit each DEFINITIVE TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.3 If THE CONTRACTOR fails to comply with the remission of the disaggregated costing of the ECONOMIC PROPOSAL of the TRANSPORTATION NETWORK, within the maximum term established in Section 2.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK. The delay by THE CONTRACTOR, will result in a penalty of one 1 UIT per each DAY of delay.
- 18.5.4 When THE CONTRACTOR fails to comply with the term established in Section 10.4 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit recommendations and the requested protocols, a penalty of one hundredth (0.01) of the UIT per each DAY of delay will be applied.
- 18.5.5 When THE CONTRACTOR fails to comply with the term established in Section 14.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the TECHNICAL FILE, a penalty of one 1 UIT per each DAY of delay will be applied.
- 18.5.6 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of 1 UIT.
- 18.5.7 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of one (01) UIT.
- 18.5.8 If THE CONTRACTOR fails to deliver the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK according to the term foreseen in Section 15.9.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty equivalent to one hundredth (0.01) of the UIT per each DAY of delay for the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK.
- 18.5.9 If THE CONTRACTOR sends to FITEL, out of the time established in the FINANCING CONTRACT, the disaggregated information of investment costs of the TRANSPORTATION NETWORK or if it is inaccurate or false, FITEL will impose a penalty of ten (10) UIT.

➤ **COMPETENCE FACTORS**

- 18.6 In the case that THE CONTRACTOR has submitted as part of its TECHNICAL PROPOSAL, the installation of infrastructure to provide the services of the AWARDED PROJECT, in an additional amount of BENEFICIARY LOCALITIES, FITEL will impose a penalty of fifteen (15) UIT if THE CONTRACTOR fails to comply with the complete installation of any service of the AWARDED PROJECT within the term established. This penalty will not be applied if THE CONTRACTOR did not included said factor in the TECHNICAL PROPOSAL.
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18.7 In case that THE CONTRACTOR has submitted, the delivery of tablets as referred to in the paragraph 9.1.1 of the TERMS AND CONDITIONS as part of its TECHNICAL OFFER and fails to deliver the total number of items, FITEL will impose a penalty of fifteen (15) UIT per year of failure of delivery of the total amount of tablets.. This penalty will not be applied if THE CONTRACTOR did not include said factor in its TECHNICAL OFFER.

18.8 If the CONTRACTOR fails to comply with the installation of Internet access free of charge, in main squares during the installation stage, the FITEL liable to a penalty of five tenths (0.5) of UIT per internet access free of charge, not installed in the deadline

18.9 Penalties for not keeping the GUARANTEES in force

If THE CONTRACTOR does not keep in force any of the GUARANTEES OF THE AWARDED PROJECT, FITEL will apply it a penalty according to the following formula:

$$\text{Penalty} = \frac{(\text{Guarantee Value}) \times (\text{number of Days in which the GUARANTEE is not in force})}{\text{UIT}}$$

18.10 Independence of penalties from administrative sanctions

The penalties foreseen in this FINANCING CONTRACT and its annexes, have different nature from the administrative sanctions that OSIPTEL, FITEL or any other public organism impose in the exercise of their powers.

18.11 Procedure of payment of penalties

18.11.1 The penalties may be discounted from disbursements indicated in the fourteenth Clause of the FINANCING CONTRACT. The payment of penalties does not imply a waiver of the right of FITEL to claim the compensation for damages, if any, neither its right to terminate the FINANCING CONTRACT, according to Section 19.2. of the nineteenth Clause of the FINANCING CONTRACT.

18.11.2 When there are penalties that are not covered by a pending disbursement of payment, or when there is no disbursement from which said penalties may be discounted, or in case that in the last four months of the OPERATION PERIOD there is any amount of penalties to collect by FITEL; THE CONTRACTOR must cancel the difference directly to FITEL in a term of fifteen (15) DAYS, counted since the notification of collection. In case of non compliance of said payment, once the appointed procedura in this paragraph has been exhausted, we shall proceed to execute the GUARANTEE OF PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT for the Collection of the owed amount.

NINETEENTH CLAUSE: CONCLUSION AND TERMINATION OF THE FINANCING CONTRACT

THE FINANCING CONTRACT may be declared as terminated due to the occurrence of some of the following grounds:

19.1 For expiration of the term of the FINANCING CONTRACT.

THE FINANCING CONTRACT will terminate, once the term referred in the Sixth Clause has expired and after the last disbursement at the CLOSURE OF THE FINANCING CONTRACT.

19.2 Termination by FITEL

19.2.1 FITEL may terminate THE FINANCING CONTRACT of full right by some of the following grounds:

- a) When THE CONTRACTOR is declared in a situation of bankruptcy before the Commission of Insolvency Proceedings of the National Institute of Defense of Competence and Intellectual Property– INDECOPI or the person acting as such.
 - b) Due to the lack of renewal of guarantees indicated in the fifteenth Clause of the FINANCING CONTRACT.
 - c) Due to the unjustified non compliance of the DEFINITIVE SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK OR THE DEFINITIVE SCHEDULE OF ACTIVITIES OF THE TRANSPORT NETWORK; provided said non compliance assessed by FITEL, results in a non compliance of the activities within the INVESTMENT PERIOD of THE ACCESS NETWORK or within the INVESTMENT PERIOD of THE TRANSPORT NETWORK referred in the TECHNICAL SPECIFICATIONS.
 - d) For unjustified non compliance of the TECHNICAL SPECIFICATIONS and, in general, of the obligations agreed in the FINANCING CONTRACT.
 - e) For not complying with providing the service of access to Internet or, if applicable, of the access to Intranet, in some of the BENEFICIARY LOCALITIES or any of the MANDATORY PAID INSTITUTIONS in an unjustifiable way for causes attributable to THE CONTRACTOR.
 - f) When there are deviations in the use of the AWARDED FINANCING, or is given a different destiny for which it was granted; without prejudice of the agreement made in the paragraph 10.2 of the Tenth Clause of the FINANCING CONTRACT.
 - g) For unjustified non compliance of the TECHNICAL PROPOSAL, except modifications established between the PARTIES.
 - h) When FITEL had knowledge that the OPERATOR has transferred its MINIMUM PARTICIPATION to THE CONTRACTOR, before three (03) years, counted since the CLOSING DATE.
 - i) For loss of the Concession of Public Telecommunications Service or loss of the registration in the registry of services of added value to provide the Public Telecommunication Services established in the TECHNICAL SPECIFICATIONS.
 - j) When the amount of penalties referred to the INVESTMENT PERIOD of THE ACCESS NETWORK or the INVESTMENT PERIOD of THE TRANSPORT NETWORK have exceeded the amount in force of the amount of the ADVANCE GUARANTEE and the PERFORMANCE BOND GUARANTEE of THE FINANCING CONTRACT, .
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- k) For inaccuracy or falsehood of the AFFIDAVITS submitted by THE CONTRACTOR in the BID, as BIDDER.
- l) For non compliance of the obligations of CLOSURE OF THE FINANCING CONTRACT.
- m) For reasons of convenience, importance or interest of the Peruvian Government, without being necessary the expression of cause in this case.
- n) For refusing to transfer the ownership and title in favor of the MTC or of FITEL the ASSETS OF THE TRANSPORTATION NETWORK or of the ACCESS NETWORK respectively. This ground includes the negative to make the acts necessary to formalize or improve said transfers.
- o) Refuse to provide all the facilities to the MTC, to FITEL and to the concessionaire of the operation of the TRANSPORTATION NETWORK that these require with the purpose to facilitate the bid and commissioning of said component of the AWARDED PROJECT.
- p) For breach of the obligation to sanitize the ASSETS of the ACCESS NETWORK or the ASSETS of the TRANSPORT NETWORK, according to what is stated in paragraph 7.34 or 7.39 of the seventh clause of this contract respectively

19.2.2 In the cases of termination of the FINANCING CONTRACT indicated in the preceding Section, with exception of the provisions made in literal m), FITEL will be empowered to: (i) execute the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT referred in the Fourteenth Clause; and, (ii) require THE CONTRACTOR a compensation for damages caused due to its non compliance.

19.2.3 In case that THE CONTRACTOR has not acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK; and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD of the ACCESS NETWORK or the INVESTMENT PERIOD of the TRANSPORT NETWORK by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e),) and m), THE CONTRACTOR shall return to FITEL the integrity of the AWARDED FINANCING disbursed until that time or, the guarantees will be executed.

19.2.4 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK without proceeding to its installation and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD of the ACCESS NETWORK or the INVESTMENT PERIOD of the TRANSPORT NETWORK respectively by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e), and m), the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and will return the non executed part of the disbursement of the AWARDED FINANCING or, the guarantees will be executed.

Exceptionally, and provided THE CONTRACTOR has conclusively proven to have use the totality of the disbursement of the AWARDED FINANCING in the acquisition of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, the PARTIES shall subscribe the corresponding award minutes.

19.2.5 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, and it has been installed and the FINANCING CONTRACT is terminated by virtue of paragraphs from a) to the literal o) of the preceding Section 19.2.1., as appropriate, the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.

19.2.6 In the case that THE CONTRACTOR has acquired and made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and the FINANCING CONTRACT is terminated by virtue of literal m) of Section 19.2.1., the PARTIES will subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR will keep the amount of the AWARDED FINANCING received in the part equivalent to the supply value.

Likewise, in the case that THE CONTRACTOR has acquired but has not made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and/or FITEL has not delivered more than one disbursement, and the FINANCING CONTRACT is terminated by virtue of literal m) of the preceding Section 19.2.1., the PARTIES shall subscribe the corresponding award minutes, and the obligation of THE CONTRACTOR is to make in favor of FITEL the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT without FITEL can make other disbursements of the AWARDED FINANCING. In this assumption FITEL may decide to require the installation of the ASSETS OF THE ACCESS NETWORK and the TRANSPORTATION NETWORK.

19.2.7 In all the assumptions of termination by FITEL in which the corresponding award minutes is subscribed and the endorsement of the policies is made on the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK, it shall not be included neither in the minutes subscription neither in the endorsement in favor of FITEL of the policy those equipment and/or preexisting installations at the enactment of the FINANCING CONTRACT, that are used to provide the proposed services in the AWARDED PROJECT.

The equipment and/or installations made by THE CONTRACTOR to provide services that are not required within the framework of the AWARDED PROJECT, are the ownership of THE CONTRACTOR.

19.3 Termination by THE CONTRACTOR

19.3.1 THE CONTRACTOR may terminate the FINANCING CONTRACT of full right, by the following grounds:

- a) Lack of some disbursement by FITEL, provided THE CONTRACTOR has complied with all the obligations indicated in the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR has corrected all the OBJECTIONS of the SUPERVISION REPORT; or,



- b) Non justified negative of FITEL to receive the INSTALLATION for a term greater than one hundred and twenty (120) DAYS; or,
- c) Before the delay of FITEL in the disbursement of a quota for more than one hundred and twenty (120) DAYS, for reasons not attributable to THE CONTRACTOR.

19.3.2 In such cases, THE CONTRACTOR will preserve the ownership of the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK and the disbursements effectively executed, prior reconciliation of balances; will be obliged to return the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT.

Likewise, having given any of the three cases indicated in the preceding Section, THE CONTRACTOR is obliged to continue providing the service according to the term and conditions indicated in its Concession Contract.

19.4 Termination by Mutual Agreement

The FINANCING CONTACT may terminate by mutual agreement, in which case, the ownership of the assets acquired with the AWARDED FINANCING will be transferred to FITEL and THE ASSETS OF THE TRANSPORTATION NETWORK will be transferred in favor of the MTC, remaining the same under the custody of FITEL until through a new bid, they are awarded. Likewise, in favor of FITEL will be the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.

Under this assumption, the PARTIES will perform the reconciliation of balances, if applicable.

In said assumption of termination, FITEL shall return the corresponding guarantee; likewise, the PARTIES declare that the payment for damages will not be claimed.

TWENTIETH CLAUSE: PROCEDURE FOR THE TERMINATION OF THE FINANCING CONTRACT

- 20.1 Prior to the termination of the FINANCING CONTRACT, the affected PARTY by the non compliance will send to the PARTY that has failed to comply, a notarial letter communicating the non compliance and terminating it of full right.
 - 20.2 Regarding the assumptions foreseen in the nineteenth Clause of the FINANCING CONTRACT, FITEL may require to THE CONTRACTOR, to satisfy the provision subject matter of non compliance in a maximum term of fifteen (15) DAYS, and may establish higher terms attending exceptional circumstances upon determination of FITEL under penalty of terminating the FINANCING CONTRACT of full right according to the provisions set forth in Article 1429° of the Peruvian Civil Code.
 - 20.3 According to the provisions of Sections 3.20 and 3.21 of the third clause and Section 4.6. of fourth clause of the FINANCING CONTRACT in all cases of termination that are produced once the OPERATION PERIOD has begun and only in the case that FITEL requests it, THE CONTRACTOR must continue with the operation and maintenance for the term required by FITEL, which shall not exceed from eight (08) months, counted since the termination communication of the FINANCING CONTRACT, in order to guarantee the continuity of the Public Telecommunications Services. During said term, FITEL will continue delivering the corresponding financing for the proportional number of DAYS elapsed.
-

20.4 The indication made in the preceding section will be also of application for the assumption foreseen in literal a) of the paragraph 19.2.1 of the nineteenth Clause of the FINANCING CONTRACT, in which case, a temporary administration will be conformed of the AWARDED PROJECT composed by representatives of FITEL and will represent it before the Meeting of Creditors with the purpose to secure that THE CONTRACTOR continues with the provision of services established in this contract.

During said term FITEL, and provided that the Meeting of Creditors agrees it, may continue delivering the corresponding financing for the proportional number of DAYS elapsed to the administration or liquidating entity appointed by the Meeting of Creditors according to Law N° 27809, General Law of the Bankruptcy System.

20.5 In all cases of termination of the FINANCING CONTRACT, a reconciliation of balances will be made until the termination date.

TWENTY-FIRST CLAUSE: CLOSURE OF THE FINANCING CONTRACT

21.1 Is the stage of execution of the FINANCING CONTRACT that will be made within the last semester of the OPERATION PERIOD and that will culminate with the conclusion of the FINANCING CONTRACT by the compliance of its obligations.

21.2 For the CLOSURE OF THE FINANCING CONTRACT, the PARTIES shall perform the following activities:

- i. THE CONTRACTOR shall correct the OBJECTIONS formulated by FITEL, in a maximum term of sixty (60) DAYS since its notification.
- ii. Once the OBJECTIONS are corrected by THE CONTRACTOR, previously verified by FITEL, THE PARTIES within a maximum term of fifteen (15) DAYS, will reconcile the calculus and payment of penalties incurred by THE CONTRACTOR; and the financial liquidation of disbursements and payments to which the PARTIES are obliged.
- iii. Once the information referred in the preceding literal ii) is reconciled, THE PARTIES, shall subscribe the agreement referred in Section 21.3. of this clause.

21.3 The CLOSURE OF THE FINANCING CONTRACT will be formalized through the subscription of the corresponding agreement, in which the PARTIES declare that there are no outstanding obligations to comply and that the financial liquidation has been satisfactorily made.

21.4 On the ten (10) DAYS counted since the subscription of the agreement of the CLOSURE OF THE FINANCING CONTRACT, the last disbursement will be made and, later, in a maximum term of five (05) BUSINESS DAYS the corresponding guarantees will be returned.

21.5 In case of non compliance of the obligations for the CLOSURE OF THE CONTRACT, FITEL shall require to THE CONTRACTOR its compliance in a term no later than 15 DAYS, under penalty to terminate the FINANCING CONTRACT of full right, consequently it will forfeit the last disbursement and shall proceed to the execution of the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT

TWENTY SECOND CLAUSE: DISPUTE RESOLUTION

- 22.1. If there are controversies of any nature between THE CONTRACTOR and FITEL related or resulting from this FINANCING CONTRACT, that may not be settled by common agreement by both parties or if there is no mechanism of solution foreseen by this document, they will be decided by an arbitral tribunal in a legal arbitration.
- 22.2. The arbitration will be carried out by an Arbitral Tribunal composed by three (03) members.
- 22.3. The arbitration will be carried out in the Chamber of Commerce of Lima, of the AMCHAM or other chosen by FITEL or THE CONTRACTOR, according to the demand that comes from any of these parties.
- 22.4. The Arbitral Tribunal will be composed as follows:
- Each one of the PARTIES will appoint one arbitrator and they by common agreement, shall appoint a third arbitrator, who will chair the Arbitral Tribunal.
 - In case one of the PARTIES does not appoint its arbitrator within a term of ten (10) DAYS counted since the date in which one of them declares to the other in written its will to submit to this clause, the arbitrator who has not been appointed, will be appointed by the institution that is in charge of the Management of the arbitration process.
 - In case the PARTIES do not appoint the third arbitrator within a term of sixty (60) DAYS counted since the appointment of the second arbitrator, the third arbitrator will be appointed by the institution that is in charge of the management of the arbitration process.
- 22.5. The Arbitral Tribunal shall have a term of ninety (90) BUSINESS DAYS since its installation to issue the corresponding arbitration award, which will be final. Likewise, the Tribunal may be in charge of accurately determining the controversy, and to grant an extension if necessary to issue the award.
- 22.6. The place of the arbitration will be the city of Lima. The language to be used in the arbitration process will be Spanish.
- 22.7. The Arbitral Tribunal, when issuing the arbitration award, shall determine the form in which the parties must assume the expenses and costs of the arbitration.
- 22.8. In case that any of the PARTIES decides to file an action for annulment against the arbitration award before the Judiciary, it must previously constitute in favor of the party or the opposite parties a Letter of Guarantee granted by a first category bank with headquarters in Lima, equivalent to US\$ 100,000.00 (One hundred thousand and 00/100 DOLLARS OF THE UNITED STATES OF AMERICA), which will be Joint and several, irrevocable, unconditional and automatically enforceable in case said resource, in final judgment, were not declared well founded. Said Letter of Guarantee must be in force during the process and will be delivered in custody to a notary of the city of Lima.
- 22.9. THE FINANCING CONTRACT is subscribed according to the legal regulations of the Republic of Peru, reason by which any controversy resulting from its performance, interpretation, execution, validity and effectiveness will be governed by these legal regulations.
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The Public Telecommunications Services and the access to Internet provided by THE CONTRACTOR will be supplementary governed by the regulations in force in the country, including the regulations of continuity and quality of services, as well as the tax regime applicable to taxpayers of all the national territory and to the taxpayers of the municipalities or local governments of the country in everything not regulated in the FINANCING CONTRACT.

TWENTY THIRD CLAUSE : ASSIGNMENT OF THE FINANCING CONTRACT

- 23.1 THE CONTRACTOR may assign the FINANCING CONTRACT, and transfer or subrogate, totally or partially, the obligations under its charge, prior favorable opinion of FITEL.
The approval of FITEL shall depend, among others, of aspects related to the financial situation of the benefitted company with the assignment of contractual position, transfer or total or partial subrogation of rights or obligations derived from the FINANCING CONTRACT.
- 23.2 THE CONTRACTOR is obliged to deliver to FITEL the information it may require, for purposes of the assignment and/or transfer of the FINANCING CONTRACT.
- 23.3 In case FITEL approves the assignment, transfer or indicated subrogation, an addendum must be subscribed to the FINANCING CONTRACT.
- 23.4 The new contractor, must comply with the same requirements established in the TERMS and the matters that correspond to the FINANCING CONTRACT.

TWENTY FORTH CLAUSE: OTHER PROVISIONS

- 24.1 **Integrant Parts of the Contract**
The FINANCING CONTRACT includes its annexes. In the case that there is a contradiction between the Clauses and Annexes, the clauses shall prevail. Likewise, in case of discrepancy between the documents that conform it, the order of priority will be the following:
- a) The FINANCING CONTRACT.
 - b) The TECHNICAL PROPOSAL.
 - c) The CIRCULARS.
 - d) The TECHNICAL SPECIFICATIONS.
 - e) The TERMS.
- The FINANCING CONTRACT may be elevated to the status of a notarized public document upon the decision of any of the PARTIES. In any case, THE CONTRACTOR shall bear the corresponding costs.
- 24.2 **Waiver of Rights**
The waiver of any of the PARTIES to one or more rights that correspond according to the FINANCING CONTRACT will only have effect if made in written and with duly notification to the other PARTY. If at any time one of the PARTIES waives or does not exercise a specific right indicated in the FINANCING CONTRACT, such conduct may not be considered by the other PARTY as a permanent waiver to enforce the same right or any other that corresponds according to the FINANCING CONTRACT.
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In compliance of the aforementioned, and in exercise of the power of THE CONTRACTOR, it irrevocably and unconditionally waives to any diplomatic claim with relation to the FINANCING CONTRACT.

24.3 Modification of the Contract

The PARTIES agree to be available to introduce modifications to the FINANCING CONTRACT and its composing parts, by common agreement, when they deem as convenient. Any modification or amendment, total or partial, of the FINANCING CONTRACT and its composing parts will only have validity if is in written in the corresponding addendum and it is subscribed by the legal representative or a representative duly authorized of each one of the PARTIES.

24.4 Revocation of Contract

The parties expressly recognize that in the assumption that any of the clauses of the FINANCING CONTRACT lacks of the vice of nullity, said situation shall not determine the revocation of the FINANCING CONTRACT but only of the clause that is null, in which case the FINANCING CONTRACT will keep its full validity and enforceability. However, if the null clause affects the FINANCING CONTRACT, the parties may request to declare the revocation of it.

Similarly, if within a same clause of the FINANCING CONTRACT, any of the numerals of said clause lacks of the vice of nullity, said situation shall not determine the nullity of all the clause if said numeral could be removed without affecting the unit of the corresponding clause.

24.5 Intellectual Property

THE CONTRACTOR and FITEL exercise in equal conditions the intellectual property of the reports, and, in general, any document that THE CONTRACTOR prepares in compliance of the FINANCING CONTRACT, and any of the PARTIES exercise its right in their own benefit or of third parties.

THE CONTRACTOR may request to FITEL, the declaratory of confidentiality of the information, according to the provisions set forth in the applicable regulation.

TWENTY FIFTH CLAUSE: NOTIFICATIONS

25.1 All the notifications and communications related to the FINANCING CONTRACT, unless another mechanism or formality is expressly stated, will be made in written, and will be sent from and to the addresses, fax numbers and e-mails indicated in Section 25.3. of this clause, with the corresponding effects established in the same section.

25.2 Any of the PARTIES may modify the addresses, fax numbers and e-mails, prior communication in written to the other PARTY, sent in the form indicated in Section 25.4. of this clause, with the corresponding effects established in the same section.

25.3 All the notifications under the FINANCING CONTRACT will be delivered with acknowledgment of receipt, or with any other mechanism that credits the date of delivery of the notification, and will be effective on the date indicated in the corresponding acknowledgment of receipt.

For purposes foreseen in this clause, the parties indicate as their addresses and fax numbers the following:

FITEL

Attention : Technical Secretariat of FITEL
Address : Jr. Zorritos 1203, Lima 1.
Fax N° : 615-7815
E-mail : fitel@mintc.gob.pe

CONTRACTOR:

Attention : Mrs. Arieñ Gad Rohrstock and Miss Yveth Fiorella Romero Guia.
Address : Av. Carlos Villarán N° 140, Floor N° 12 of the Tower "A" Interbank, District La Victoria, Lima.
Fax N° : 266-0933
E-mail : yromero@gilatla.com and legalperu@gilatla.com

25.4 Any change of data of FITEL or of THE CONTRACTOR must be made through written communication sent to the other PARTY by notary and have effect since the following day of the date indicated in the corresponding acknowledgment of receipt.

The parties sign, in three copies, in agreement, in the city of Lima, on twenty nine days of December 2015

FITEL

THE CONTRACTOR

ANNEXES

ANNEX N° 1	:	BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS
ANNEX N° 2	:	TECHNICAL PROPOSAL
ANNEX N° 3	:	DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR
ANNEX N° 4	:	ECONOMIC PROPOSAL
ANNEX N° 5	:	ADVANCE GUARANTEE AND PERFORMANCE BOND OF THE FINANCING CONTRACT
ANNEX N° 6	:	TECHNICAL SPECIFICATIONS
ANNEX N° 7	:	TERMS THAT GOVERN THE BID
ANNEX N° 8	:	CIRCULARS
ANNEX N° 9	:	PROCEDURE OF CALCULUS FOR AVAILABILITY
ANNEX N° 10	:	FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK
ANNEX N° 11	:	GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS

ANNEX N° 1
BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS

ANNEX N° 2
TECHNICAL PROPOSAL

ANNEX N° 3
DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR

ANNEX N° 4
ECONOMIC PROPOSAL

ANNEX N° 5

ADVANCE PAYMENT GUARANTEE AND

PERFORMANCE BOND OF THE FINANCING CONTRACT

ANNEX N° 6
TECHNICAL SPECIFICATIONS

ANNEX N° 7
TERMS THAT GOVERN THE BID

ANNEX N° 8
CIRCULARS

ANNEX N° 9
PROCEDURE OF CALCULUS FOR AVAILABILITY

For the availability of the telecommunications services of the AWARDED PROJECT and in the cases in which the interruption of the service is due to the lack of electric fluid, the following may be taken into account:

Localities with conventional electric energy:

In this case THE CONTRACTOR should try to have an independent meter with the purpose that the operability of the equipment does not depend of the action of third parties.

In this assumption, if there is a cut of electric fluid, after the time of autonomy of the system of electric support has concluded indicated in the TECHNICAL SPECIFICATIONS, the interruption will not be counted until the replacement of the conventional electric energy.

To credit an electric cut it will be enough to submit a report of alarm of the system of management and monitoring of the implemented network. In case that the system of management and monitoring do not allow distinguishing the kind of alarms, THE CONTRACTOR must submit proof of accreditation signed by the concessionaire of electric energy or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In the cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the system of electric support, reducing the time of autonomy of the system, the time of interruption will not be considered from the cut of the service, provided it is determined that the origin is due to the cut of electric energy.

In those cases in which the electric energy is provided by a settler, town or any other third party different to the energy concessionaire, THE CONTRACTOR assumes the responsibility of the energy cut due to causes that are different to the aforementioned.

Localities without conventional electric energy:

THE CONTRACTOR according to the TECHNICAL SPECIFICATIONS will propose in its TECHNICAL PROPOSAL the design of the energy system that allows guaranteeing the availability of the services according to the requirement of the TECHNICAL SPECIFICATIONS.

In cases where there is a service cut within the time of autonomy of the electric system, the interruption will be counted within the period of availability of the services.

To demonstrate an energy system cut implemented by, but not attributable to THE CONTRACTOR, THE CONTRACTOR must submit proof of accreditation signed by the MANDATORY PAID INSTITUTION or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In some cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the electric system, reducing the time of autonomy of the system, the time of interruption will not be considered since the service cut, provided it is determined that the origin is due to an inadequate load of the batteries.

In cases in which the interruption of the service is due to climatological factors, the following points will be taken into account:

If the energy cut is due to the solar incidence in the transmission equipment, the interruption will not be counted provided the occurrence of this event is credited with the submission of a report or document of a specialized organism, public or private (previously approved by FITEL) indicating the anomaly of solar radiation and the effects it will produce.

If the cut is due to the absence of sunlight that do not allow the load of the batteries through solar panels, the interruption will not be counted provided a document of a specialized organism is submitted or the Affidavit of any authority of the locality or district, certifying the absence of sunlight.

Availability Schedule of the Service.

Within the Schedule in which the TECHNICAL PROPOSAL has not considered available, the equipment will not be counted with any interruption.

To determine the time of total interruption, we shall add all the service cuts higher than one third of the estimated availability for each day.

ANNEX N° 10
 FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION
 NETWORK

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	INFRASTRUCTURE OF STATIONS						
	Tower Type 1						
	Tower Type 2						
	Tower Type 3						
	Tower Type 4						
	Tower Type 5						
	Anchor						
	Support						
	Others						
II	ASSOCIATED CIVIL WORKS						
	Perimeter Enclosure						
	Physical Edge security						
	Booths						
	Tower Base						
	Inst. of support Bracket type for antenna of RF.						
	Others						
III	MANPOWER						
	Installation of towers						
	Associated civil works						
	Material haulage						
	Equipment haulage						
	Others						
IV	LICENSES AND PERMITS						
	Municipal permits						
	SERNANP						
	CIRA						
	Others						
V	Energy and security system of Stations						
	Place conditioning						
	Batteries bank						
	UPS						
	Generators						
	Fuel tank						
	Electrical panels						
	Rectifiers						
	Ground						
	Light facilities						
	Lightning rod						
	Solar panels						
	Ground installation						
	Electric network installation						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Optical Equipment						
	Switches and routers of connection to the transportation network						
	Connectors						
	Others						
II	Radio Equipment						
	Ptp Radios						
	Base Radios						
	AP Radios						
	Antennas						
	Connectors						
	Amplifiers						
	Others						
III	MANPOWER						
	Radios installation						
	Network configuration						
	Others						
IV	User Modules						
	Computers						
	UPS						
	Switch and cables						
	Others						
V	Management Center						
	Management system of radios						
	Management system of the electric part						
	Management system of security and alarms						
	Servers						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary price S/.	Total Price \$	Total Price S/.
I	Preparation of plans and methodology						
	Training Awareness WEB applications Others						
II	Execution of activities						
	Cost of training service Cost of awareness service Amounts of diffusion contracts. Servers, etc. Others						
III	Modules						
	Computers UPS Switch and cables Others						
IV	Management Center						
	Management System of Radios Management system of the electric network Management system of security and alarms Others						

Item	Optical Fiber	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Acquisition						
	Optical Fiber x reel Optical Equipment (detail per type) Switches Connectors Others						
II	Nodes						
	Conditioning Cabinets Air conditioning system Fire system Cables Security system Others						
III	Manpower						
	Installation of fiber Equipment installation Others						

ANNEX N° 11
GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS AND
BENEFICIARY LOCATIONS and ACCESS NETWORK NODES

1. THE CONTRACTOR has the obligation to provide the service of access to Internet to each one of the MANDATORY PAID INSTITUTIONS located in the BENEFICIARY LOCALITIES according to Annex 01 of the FINANCING CONTRACT.
 2. The changes of the MANDATORY PAID INSTITUTION, BENEFICIARY LOCATION and NODES, operate in the following cases:
 - 2.1 That the MANDATORY PAID INSTITUTION already has the service of access to Internet and declares that it does not want to hire the service to THE CONTRACTOR at least during the INVESTMENT PERIOD of the ACCESS NETWORK
 - 2.2 That the MANDATORY PAID INSTITUTION put impediments to the installation of the equipment for any none justified reason.
 - 2.3 At the request of the representative of MANDATORY PAID INSTITUTION and /or the Titular of the Sector or to whom the appropriate authority has been delegated, and provided that there are situations that prevent the sustainability of the service during the OPERATION PERIOD, such as:
 1. The Mandatory Paid Institution be relocated or deactivated.
 2. Express request to do without with the service
 3. Express request to relocate the service.
 - 2.4 That for any reason, whether technical or by impediment of the population or authorities, among others, the POINT OF PRESENCE (POP) may not be installed that will supply the service to the BENEFICIARY LOCALITY, and in this case they could make the change of all the MANDATORY PAID INSTITUTIONS. Consequently, a change of BENEFICIARY LOCATION will take place.
 - 2.5 That the Beneficiary LOCATION has MSAN, DSLAM, wardrobe, URA or other access point of presence other than satellite, allowing the hiring of Internet access service. In this case, the FITEL reserves the right to assess whether the service offered is similar or superior to the services to be provided through the ACCESS NETWORK, in which case it will proceed to change the BENEFICIARY LOCALITY and MANDATORY PAID INSTITUTIONS associated with it; being FITEL who determines the BENEFICIARY LOCALITY and the replacement MANDATORY PAID INSTITUTIONS
 - 2.6 that for some reason, whether technical or impediment of the population or authorities or others considered as fortuitous or force majeure cases, a node can't be installed, proceeding in this case the change of MANDATORY PAID INSTITUTIONS locand be if, with the change of BENEFICIARY LOCATION.
 - 2.7 In all the cases of this paragraph, THE CONTRACTOR must present all supporting documents and FITEL will assess and determine if said changes proceed, communicating to THE CONTRACTOR the result of its evaluation.
-

3. The MANDATORY PAID INSTITUTIONS of replacements may be proposed by THE CONTRACTOR and will be given preference according to the following considerations:
 - 3.1 The replacements of the MANDATORY PAID INSTITUTIONS will be given preferably within the same BENEFICIARY LOCALITY.
 - 3.2 The educational institutions may be only replaced by another educational institution, in this case THE CONTRACTOR may solicit FIDEL the exchange for another academic institution located in another BENEFICIARY LOCATION. Exceptionally, FIDEL may approve the replacement of an educational institution by a health facility, police station or other public institution, located in the same locality BENEFICIARY, when it is established that technically it is not feasible to attend another school located in another town
 - 3.3 The MANDATORY PAID INSTITUTIONS different to the educational institutions may be replaced by police stations, health establishments, municipalities or other public institution, in the same or different locality.
 - 3.4 In all cases of this paragraph, the FIDEL will evaluate and determine if those changes come, informing the contracted approval
 4. As indicated in paragraph 2 above, in case that becomes necessary to replace a BENEFICIARY LOCATION, the CONTRACTOR or FIDEL may suggest new replacements being FIDEL who will approve the admissibility of such change. Similar procedure will be done with regard to the nodes
 5. In no case THE CONTRACTOR may require additional financing to FIDEL basing it in the replacement of some MANDATORY PAID INSTITUTION or some BENEFICIARY LOCATION or node.
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ANNEX N° 5 OF THE BID TERMS

CONTENT OF ENVELOPE N° 3

Form N° 1: LETTER OF PRESENTATION OF ECONOMIC PROPOSAL

(Form for Assessment of ECONOMIC PROPOSALS of SUITABLE BIDDERS)
Reference: Section 7.2. of the BID TERMS

Lima, December 10th 2015

Messrs.
ProInversión Committee in Project of Energy and Hydrocarbons PRO CONECTIVIDAD
Agency for Promotion of Private Investment - ProInversión
Present.-

Reference: Public Tender for the execution of the Projects "Broadband Installation for Comprehensive Connectivity and Social Development of the Tumbes Region", "Broadband Installation for Comprehensive Connectivity and Social Development of the Piura Region", "Broadband Installation for Comprehensive Connectivity and Social Development of Cajamarca Region" and "Broadband Installation for Comprehensive Connectivity and Social Development of the Cusco Region."

PROJECT: "Broadband Installation for Comprehensive Connectivity and Social Development of the Cusco Region"

SHORTLISTED BIDDER: **GILAT NETWORKS PERU S.A.**

Dear Sirs:

According to the BID TERMS and to all the information contained thereof, we submit our ECONOMIC PROPOSAL OF THE PROJECT in the following terms:

TECHNICAL PROPOSAL

COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
Beneficiary localities additional	Number	Thirty four	34
Tablets	Number	Twenty thousand one hundred twenty	20 120
Access to internet free payment main square of BENEFICIARY LOCALITIES	Number	Seventy one	71

ECONOMIC PROPOSAL ⁽¹⁾

COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
FINANCING OF THE TRANSPORTATION NETWORK	Dollars (US\$)	Thirty two million three hundred thirty one thousand and 00/100	32 331 000.00
ACCESS NETWORK FINANCING	Dollars (US\$)	Seventy six million sixty eight thousand and 00/100	76 068 000.00

(1) The figures will be written with a maximum of two (02) decimals.

BONUS FOR ADVANCEMENT PERFORMANCE OF THE INSTALLATION STAGE

CALENDAR DAY	UNITS	IN LETTERS	IN NUMBERS
Number of calendar days reduction	calendar day	Sixty	60

We declare that the ECONOMIC PROPOSAL will be valid and firm for a minimum period of one hundred and fifty (150) days, counted since the date of the reception act of Envelopes N° 2 and N° 3 and opening of Envelopes N° 2, and we are committed to extend it compulsorily if the COMMITTEE provides it.

We accept that this ECONOMIC PROPOSAL is incorporated to the FINANCING CONTRACT in all its terms and conditions without any exception and that it has the nature of an affidavit.

Cordially yours,

Entity : **GILAT NETWORKS PERU S.A.**
SHORTLISTED BIDDER

Name : **ARIEH GAD ROHRSTOCK**
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Name : **YVETH FIORELLA ROMERO GUIA**
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Note: If there is any discrepancy between a figure expressed in numbers and in letters, shall prevail the amount expressed in letters.



REPUBLIC OF PERU



TELECOMMUNICATIONS INVESTMENT FUND



PRIVATE INVESTMENT PROMOTION AGENCY

FINANCING AGREEMENT

PUBLIC BID

PRIVATE INVESTMENT PROMOTION PROCESS FOR IMPLEMENTATION OF THE PROJECT:

“INSTALLATION OF BROADBAND FOR COMPREHENSIVE
CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE
AYACUCHO REGION”

PROINVERSION COMMITTEE FOR ENERGY AND HYDROCARBONS PROJECTS - PRO CONNECTIVITY

May 2015

FINANCING AGREEMENT FOR THE PROJECT:

**“INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND
SOCIAL DEVELOPMENT OF THE AYACUCHO REGION”**

This document certifies the Non-Reimbursable Financing Agreement for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region" (hereinafter the FINANCING AGREEMENT) entered into by the Telecommunications Investment Fund (hereinafter FITEL), with RUC (Peruvian Taxpayer Registration) No. 20514935590 and domiciled at Jr. Zorritos No. 1203, Lima 01, represented by its Technical Secretary LUIS ANDRES MONTES BAZALAR, identified with DNI (National ID Card) No. 10476312, under the provision given in Paragraph 15 of Article 9 of Supreme Decree No. 036-2008-MTC, and the other, the company GILAT NETWORKS PERU S.A. (hereinafter the CONTRACTOR), registered in the city of Lima, Peru, with Peruvian Taxpayer Registration No. 20600386442, domiciled at Av. Carlos Villarán No. 140, floor No. 12 from building "A" Interbank, represented by its General Manager, Mr. Arie Gad Rohrstock, identified with National ID Card No. 000105760, and its Chief Legal Counsel, Mr. Yveth Fiorella Romero Guia, identified with National Identity Card No. 41358105 acting according to the powers dated May 15th, 2015, entered in Entry N^o 13431090 of the Registry Office of Lima.

The FINANCING AGREEMENT is held to the terms and conditions specified in the following clauses:

FIRST CLAUSE: BACKGROUND AND LEGAL FRAMEWORK:

- 1.1. FITEL is a fund for the provision of universal access, meaning access in the national territory to a set of essential telecommunications services, capable of transmitting voice and data, which has, among its objectives, reducing the gap in access to telecommunications services in rural areas and in places considered of social interest.
 - 1.2. By Law No. 28900 was granted to FITEL the status of legal entity of public law. FITEL is assigned to the Transport and Communications Sector. The above mentioned law was regulated by Supreme Decree No. 010-2007 MTC.
 - 1.3. The Regulation for the Administration and Functions of the Telecommunications Investment Fund - FITEL, approved by Supreme Decree No. 036-2008-MTC
 - 1.4. The "Guidelines of the policy for the opening of the telecommunications market in Peru", approved by Supreme Decree No. 020-98-MTC, published on August 5th, 1998 and its amendments.
 - 1.5. Also, the "Guidelines of policies to promote greater access to Public Telecommunications Services in rural areas and places of preferential social interest", approved by Supreme Decree No. 049-2003-MTC published on August 17th, 2003, indicate that its goal is to accelerate the incorporation, under equal conditions, of populations in rural areas and of social interest, to the opportunities offered by Information Technology and Communication, promoting their integration into the public telecommunications network.
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- 1.6. By Supreme Decree No. 024-2008-MTC, published on August 16th, 2008, was approved the General Regulatory Framework to promote the development of Public Telecommunications Services in rural areas and places of social interest.
 - 1.7. Ministerial Resolution No. 224-2012 MTC/01, published on May 12th, 2012, whereby the Institutional Strategic Plan of Transportation and Communications Sector was approved, which establishes as one of the specific objectives "to promote the deployment of telecommunications infrastructure and services that enable connectivity and virtual integration of the country, prioritizing areas of social interest and borders"; specifying as target to achieve by 2016, that Peru has 100% districts served by at least one telecommunications service.
 - 1.8. Law N° 29904, Law for Promotion of Broadband and Construction of the National Fiber Optic Backbone Network stated as a public necessity and national interest, the construction of a National Fiber Optic Backbone Network which gathers together all the capitals of the provinces of the country and the deployment of high-capacity networks that integrate all districts to enable broadband connectivity fixed and/or mobile and mass distribution across the country, in terms of competition.
 - 1.9. With Supreme Decree No. 014-2013-MTC was approved the Regulation of Law No. 29904 – Law for Promotion of Broadband and the Construction of the National Fiber Optic Backbone Network.
 - 1.10. Law No. 30228, amending Law No. 29022 –Law to expand telecommunications infrastructure, called Law to enhance the expansion of Telecommunications Infrastructure.
 - 1.11. With Official Letter No. 1179-2014 MTC/24, dated July 2nd, 2014, PROINVERSIÓN was commissioned to prepare the TENDER for selecting the Operator who will be responsible for implementing the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region"
 - 1.12. Supreme Resolution No. 036-2014_EF dated August 18th, 2014-EF, published on August 19th, 2014, whereby the resolution adopted at the meeting of the Steering Council of PROINVERSIÓN of July 14th, 2014, which incorporated to the process of Private Investment Promotion of the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region"
 - 1.13. Supreme Resolution No. 042-2014-EF, published on August 26th, 2014, ratified the agreement that determined the modality under which the private investment promotion in the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region", will be established in paragraph a) of Article 2 of Legislative Decree No. 674; and the Agreement that approved the Promotion Plan of the Project.
 - 1.14. Under PROINVERSION Agreement No. 622-2-2014-CPC, dated August 27th, 2014 the Steering Council of PROINVERSION agreed to approve the Terms and Conditions of the Tender of the private investment promotion process for the implementation of the project: "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region".
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- 1.15. Under the Agreement of the PROINVERSION Energy and Hydrocarbons Committee - PRO CONNECTIVITY Committee, No. 233-2-2014-Telecommunications, dated December 1, 2014, the Consolidated Text of the tender process Terms and conditions was approved for the process of promotion of private investment for the execution of the project: " Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region " which incorporated the amendments to these rules which to date have been submitted to Bidders.
- 1.16. Under the Agreement Proinversion No. 658-4-2015-CPC dated January 20th, 2015 the PROINVERSION Board agreed to approve the final version of the financing contract for the process of promotion of private investment for the execution of the project: "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region ".
- 1.17. By Resolutions of the Board of OSIPTEL No. 003-2015-CD / OSIPTEL and 004-2015-CD / OSIPTEL published with date January 11, 2015, the top rates of transport services and internet access were established respectively, corresponding to regional projects Fiber Optic backbone network

SECOND CLAUSE: DEFINITIONS

All references herein to Clause, Number, Literal, Exhibit and Appendix should be understood as Clauses, Paragraphs, literals, Appendices and Exhibits contained in the FINANCING AGREEMENT, unless expressly stated otherwise.

For the purposes of the FINANCING AGREEMENT and its proper interpretation, the capitalized terms shall be as defined precisely for each one in the same and in the list of definitions provided in Paragraph 1.3. of the TERMS AND CONDITIONS.

The terms that are not expressly defined shall have the same meaning assigned to them by technical language or meaning assigned according to relevant applicable laws or, alternatively, in their natural and obvious sense, according to the general use of them. In the text of the FINANCING AGREEMENT the terms denoting singular also include the plural and vice versa, as long as the context requires.

In the FINANCING AGREEMENT, the following terms shall have the meanings indicated:

- 2.1 MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS: It is the document prepared by FITEL whereby the CONTRACTOR transfers ownership of NETWORK ACCESS ASSETS to FITEL, AT THE END OF FINANCING AGREEMENT or when any assumption of Section Nineteenth occurs.
 - 2.2 MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS: The document through which the CONTRACTOR transfers to MTC, the ownership and control of the TRANSPORT NETWORK ASSETS, once the Concession Agreement has been signed between the MTC and the Concessionaire for the operation of the TRANSPORTATION NETWORK or when any of the assumptions of the nineteenth Clause of the FINANCING AGREEMENT occur. This act will be subscribed between the CONTRACTOR and FITEL who will subscribe it in representation of MTC
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- 2.3 MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF ACCESS NETWORK: It is the document signed by the CONTRACTOR and FITEL by which the former accepts the results reported in the ACCESS NETWORK SUPERVISION REPORT corresponding to the installations performed. Also, with the signing of this document, compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS, corresponding to the ACCESS NETWORK are certified. The model of the minutes is shown in Exhibit No. 4 ,annex 8B of the Terms and conditions and may be amended, being FITEL who finally determines its final content.
 - 2.4 MINUTES OF CONFORMITY OF THE INSTALLATION AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK: The document prepared by FITEL and signed by the CONTRACTOR and FITEL by which the former accepts the results stated in the TRANSPORTATION NETWORK SUPERVISION REPORT corresponding to the installations made. This document also certifies compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS for total TRANSPORTATION NETWORK. The model of the minutes shown in Exhibit No. 5 of the Annex 8A of the terms and conditions and may be modified, being FITEL who finally determines its final content.
 - 2.5 INSTALLATION MINUTES OF NETWORK ACCESS: Is the document that indicates and credits compliance with the installation and operation of any infrastructure, equipment, hardware, software and other information needed to provide access to Internet and Intranet access offered by the ACCESS NETWORK. It is prepared by the CONTRACTOR, approved by FITEL, and signed by both. It is also an Affidavit.
 - 2.6 INSTALLATION MINUTES OF TRANSPORTATION NETWORK: Is the document that credits and indicates the compliance with the installation and operation of the major components of the TRANSPORTATION NETWORK. It is made by the CONTRACTOR for each node as well as for the Network Operations Center (NOC) and MAINTENANCE CENTER. The INSTALLATION MINUTES OF TRANSPORTATION NETWORK are signed by the CONTRACTOR and FITEL. It is also an Affidavit.
 - 2.7 EXPANSION OF THE AWARDED PROJECT: Is the incorporation of new BENEFICIARY LOCALITIES and/or district capitals, in the area of influence of the project, which will involve additional subsidy of up to 20% of the FINANCING AWARDED, prior technical appraisal and approval of FITEL. Regarding the ACCESS NETWORK, this extension may be requested by any of the PARTIES within the ACCESS NETWORK INVESTMENT STAGE and regarding the TRANSPORTATION NETWORK within the first six (6) months of the TRANSPORTATION NETWORK INVESTMENT STAGE.
 - 2.8 ACCESS NETWORK ASSETS: These are the assets comprised of metal structures, self-supporting towers, bases foundation, the lot where those structures are placed and all passive elements which make up the NETWORK ACCESS and will be owned and domain of FITEL after the signing of MINUTES OF AWARD OF NETWORK ACCESS ASSETS. The active equipment is owned and domain of the CONTRACTOR.
 - 2.9 TRANSPORTATION NETWORK ASSETS: Means all real or personal property that integrates the TRANSPORTATION NETWORK, according to the provisions of the TECHNICAL SPECIFICATIONS of the TRANSPORT NETWORK. These assets will be owned by MTC after the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS between the CONTRACTOR and FITEL, who will subscribe the act representing the MTC.
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- 2.10. CLOSURE OF THE FINANCING AGREEMENT: It's the process by which the PARTIES agree the completion of their contractual rights and obligations. This procedure will take place during the second half of OPERATION PERIOD; as such, it will be understood as a stage within this period.
- 2.11. FINANCING AGREEMENT: It is the legal relationship held between FITEL and the CONTRACTOR, whose purpose is to regulate:
- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the relevant TECHNICAL SPECIFICATIONS;
 - b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
 - c) The implementation of CAPACITY BUILDING; and
 - d) The use of the AWARDED FUNDING for implementing the Awarded Project.
 - e) The disbursement of the AWARDED FUNDING to the CONTRACTOR by- FITEL
- 2.12. DAYS: It should be understood as calendar days (working days, non-working and holidays), unless expressly stipulated otherwise.
- 2.13. WORKING DAYS: It should be understood to days other than Saturday, Sunday or nonworking holiday in the city of Lima (including non-working days for the public administration). Also understood as holidays, those calendar day on which banks in the city of Lima, are not obliged to serve the public by order of governmental authority; and holidays established by the competent authority of the Ayacucho Region.
- 2.14. The CONTRACTOR: Is the legal entity awarded the tender with whom FITEL signs this FINANCING AGREEMENT and who will implement the AWARDED PROJECT.
- 2.15. INSTALLATION STAGE: The time in which the CONTRACTOR displays the infrastructure, equipment and other items in the ACCESS NETWORK and TRANSPORTATION NETWORK fulfilling the provisions of the TECHNICAL SPECIFICATIONS. The deadline for completion of this stage is the indicated in the Technical Proposal, which shall not be less than 10 months nor more than 12 months since the DATE OF CLOSURE.
- 2.16. DATE OF CLOSURE: The date, place and time to be carried out the acts set forth in Paragraph 11.3 of the TERMS AND CONDITIONS.
- 2.17. FINANCING AWARDED: Is the amount of the FINANCING granted for the TRANSPORTATION NETWORK and ACCESS NETWORK that corresponds to the the AWARDED PROJECT, as provided in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, FITEL and OSIPTEL. (which are established in the TUO of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUO of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute.
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- 2.18. ACCESS NETWORK FINANCING: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FITEL must deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. This includes the necessary financing for the CONTRACTOR to acquire, install, operate and maintain and run the THE ACCESS NETWORK and implements the CAPACITY BUILDING, providing all the services involved in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, OSIPTEL and FITEL. (which are established in the TUO of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUO of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute)
 - 2.19. FINANCING OF THE TRANSPORTATION NETWORK: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FITEL shall deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. Includes the necessary financing for the CONTRACTOR to purchase and install the TRANSPORTATION NETWORK in line with the TECHNICAL SPECIFICATIONS. This includes all taxes.
 - 2.20. ADVANCE PAYMENT GUARANTEE: The joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussion or division, and automatic enforceable on behalf of FITEL, that the CONTRACTOR shall deliver on the CLOSING DATE to ensure the correct use of first disbursement of the FINANCING OF THE ACCESS NETWORK and the TRANSPORT NETWORK in accordance with the provisions of this FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
 - 2.21. PERFORMANCE BOND OF THE FINANCING AGREEMENT: Is the joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussio or division, and of automatic enforceable on behalf of FITEL, that the CONTRACTOR shall deliver at the CLOSING DATE, in order to support the compliance with obligations under the FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
 - 2.22. MANDATORY PAID INSTITUTION: Is the public institution referred to in Exhibit 8B of the TERMS AND CONDITIONS, in which the CONTRACTOR undertakes to install the necessary equipment and provide services of the AWARDED PROJECT during the term of the FINANCING AGREEMENT.
 - 2.23. APPLICABLE LAW: These are the standards listed in Paragraph 1.4. of the TERMS AND CONDITIONS, including its amendments, and any other according to the Peruvian laws applicable.
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- 2.24. BENEFICIARY LOCALITIES: are the locations where the CONTRACTOR, according to the terms of this FINANCING AGREEMENT, must install, operate and maintain the services offered in AWARDED PROJECT. These areas are included in the list contained in Exhibit 1 of this FINANCING AGREEMENT. The ADDITIONAL BENEFICIARY LOCALITIES offered by the CONTRACTOR become BENEFICIARY LOCALITIES from the moment of the signing of the FINANCING CONTRACT.
- 2.25. MTC: Is the Ministry of Transportation and Communications.
- 2.26. APPLICABLE REGULATIONS: These are the APPLICABLE LAWS and any other that, under the law, is applicable to the performance of the FINANCING AGREEMENT, including standards of quality and continuity of services and the tax regime applicable to taxpayers in the country and taxpayers of local and regional governments in the country that is not governed by FINANCING AGREEMENT.
- 2.27. PARTY: FITEL or the CONTRACTOR, as applicable.
- 2.28. PARTIES: FITEL and the CONTRACTOR equally.
- 2.29. INVESTMENT PERIOD OF THE ACCESS NETWORK: It is the period, the maximum length is fourteen (14) months from the CLOSING DATE, comprising the activities referred to in INSTALLATION STAGE and supervision activities to approve the installations made, referred to in the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK; finishing with the signing of the MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF THE ACCESS NETWORK.
- 2.30. INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK: is the period, which maximum length is fourteen (14) months from the CLOSING DATE, comprising the activities covered by the INSTALLATION STAGE and monitoring activities to give according to installations made as referred to in the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK; culminating with the signing of the MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK.
- 2.31. PERIOD OF OPERATION: The duration of one hundred twenty (120) months from the day following the completion of the ACCESS NETWORK INVESTMENT PERIOD. In which the CONTRACTOR will operate and maintain the ACCESS NETWORK to ensure its operation and provision of services comprising the AWARDED PROJECT. In this period of time, the services will be provided commercially.
- 2.32. TRIAL PERIOD: The time when THE CONTRACTOR will operate and maintain, if applicable, the TRANSPORTATION NETWORK for the exclusive use of the AWARDED PROJECT and allow the operation of the ACCESS NETWORK. This period shall not exceed twelve (12) months, which start from the day following the completion of the TRANSPORTATION NETWORK INVESTMENT PERIOD, culminating with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS.
- 2.33. PROINVERSIÓN: Private Investment Promotion Agency, an organization referred to in Law No. 28660 and the Ministerial Resolution No. 083-2013-EF/10 or regulations that substitute them.
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- 2.34. AWARDED PROJECT: Is the PROPOSAL of the QUALIFIED BIDDER declared the winner of the Award by the COMMITTEE
- 2.35. ACCESS NETWORK: The telecommunications network implemented according to the criteria in the appropriate TECHNICAL SPECIFICATIONS, which allows the end user to access the public telecommunications services and access to intranet of the AWARDED PROJECT, using the TRANSPORTATION NETWORK.
- 2.36. TRANSPORTATION NETWORK: This is the high-speed network of availability and reliability, designed based on the laying of fiber optic redundancy scheme and points of presence in the district capitals, as provided in Section 7.4 of Article 7 of law No. 29904. This will be deployed by the CONTRACTOR in the BENEFICIARY LOCATIONS.
- 2.37. UIT: It is the Tax Unit

THIRD CALUSE: STATEMENTS OF THE CONTRACTOR

- 3.1. The CONTRACTOR states that is a legal entity duly incorporated under the regulations of the Republic of Peru, having proved its existence and its representation according to law and is duly authorized and able to assume the obligations under the FINANCING AGREEMENT to exercise technical, commercial and financial activities, in the implementation of the AWARDED PROJECT.
 - 3.2. The CONTRACTOR acknowledges and agrees that it is the decisive reason of FITEL for the celebration of the FINANCING AGREEMENT that, in the terms stipulated therein, in their Technical Proposal and in the TECHNICAL SPECIFICATIONS, the CONTRACTOR must perform the design, procurement and installation of networks, equipment and access services to the Internet and Intranet, to implement CAPACITY BUILDING, and keep them in operational terms, performing the corresponding preventive, predictive and corrective maintenance, so that the Peruvian State has the deployed optical fiber in the case of TRANSPORTATION NETWORK and that the BENEFICIARY LOCATIONS and MANDATORY PAID INSTITUTIONS have the infrastructure and equipment properly installed and fully operational in the case of ACCESS NETWORK.
 - 3.3. The CONTRACTOR has the authorization certificates that allow it to provide the services to which it is bound according to the TECHNICAL SPECIFICATIONS.
 - 3.4. The CONTRACTOR is committed to install the networks OF THE AWARDED CONTRACT and provide the services in the quality conditions established in the TECHNICAL SPECIFICATIONS.
 - 3.5. The CONTRACTOR states that its representative, who signs the FINANCING AGREEMENT, is duly authorized, that its subscription has been authorized by its Board of Directors (or the highest authority of the company) and, with his signature, requires no further action or approval to ensure their validity and to comply with the obligations in the same.
 - 3.6. The CONTRACTOR states that for the subscription of the FINANCING AGREEMENT and compliance with contractual obligations, it does not require legal authorization or regulatory authority of any foreign country in which any of its shareholders is incorporated or has its principal place of business and which is not contrary to any law or regulation in such country.
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3.7. The CONTRACTOR states that to fulfill the FINANCING AGREEMENT there are no:

- Laws, statutes, regulations, rules, orders, judgments, awards, resolutions, administrative sanctions or restrictions by any authority, provisions in the statutes or regulations of the CONTRACTOR, covenants, contracts, agreements or other acts or events of any nature that are binding on the CONTRACTOR or affecting its affiliates or subsidiaries or their property or prohibit, restrict, limit, oppose, affect, impair, or in any way impede the execution and performance of the terms and conditions of the FINANCING AGREEMENT.
- Neither actions, suits, investigations, litigation or proceedings pending or threatened before courts, arbitral court or governmental authority; that prohibit, restrict, limit, oppose, affect, impair, or in any way prevent the execution and performance of the terms and conditions of the FINANCING AGREEMENT.

3.8. The CONTRACTOR acknowledges and agrees that the nature and regime of the FINANCING AGREEMENT determines that, although during their term changes in the APPLICABLE REGULATIONS occur, including changes in the regulation of the telecommunications sector and the tax regime affecting its business and/or economic performance, such circumstances do not give you the right to claim or requests for modifications to the FINANCING AGREEMENT under the assumptions of economic-financial hardship or other provision of legal concepts of a similar nature, either before the FITEL, its officers or other State agency.

The CONTRACTOR states that it assumes all risks associated with these changes and, consequently, may not submit to FITEL or other administrative authority, arbitral court or jurisdictional body, any claim that has been clearly informed of this possibility and accepts it.

3.9. The CONTRACTOR recognizes that directly or indirectly has the economic, financial and technical capacity to perform the obligations under the FINANCING AGREEMENT and other obligations under the TECHNICAL SPECIFICATIONS and those obligations arising from the PROPOSAL under which was declared AWARDEE of the PROJECT INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE AYACUCHO REGION”

3.10. The CONTRACTOR states having no impediment to contract pursuant to Article 1366° regulated by the Civil Code and that is not administratively sanctioned with temporary or permanent disqualification from exercising their rights to contract with the State.

3.11. In the event that, after the signing of the FINANCING AGREEMENT, false statements in the preceding paragraphs are established, it will be terminated automatically, by operation of law, applying the provisions of the nineteenth Clause, proceeding FITEL to enforce the guarantees to be granted under this FINANCING AGREEMENT.

- 3.12. The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC, with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS. This act will be subscribed between THE CONTRACTOR and FITEL, who will subscribe it representing MTC.
 - 3.13. The CONTRACTOR is obliged to transfer the ownership and control of the ACCESS NETWORK ASSETS in favor of the FITEL with the signing of the MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS.
 - 3.14. The costs generated until the date the transfer mentioned in the preceding paragraph and the corresponding ones made until the date of the TRASPORTATION NETWORK become effective shall be borne by the CONTRACTOR. Costs incurred from the day after the transfer has become effective shall be borne by the owner hired over the operation of the ACCESS NETWORK.
 - 3.15. The necessary administrative expenses for the transfer shall be borne by THE CONTRACTOR.
 - 3.16. The CONTRACTOR states that it has conducted its own studies, research, projections and therefore is considered knowledgeable of all the elements needed to make the decision to assume fully its obligations under the FINANCING AGREEMENT.
 - 3.17. The CONTRACTOR acknowledges the areas where the networks will be installed, so it expressly disclaims making any claim or action against FITEL or other competent authority derived from inadequate site conditions or any other circumstances related the subject matter of this FINANCING AGREEMENT.
 - 3.18. The CONTRACTOR admits it has developed its business plan taking into account the studies and assumptions it deemed appropriate, according to which it has prepared his TECHNICAL and ECONOMIC PROPOSAL and required the FUNDING AWARDED. It also states that the business plan has not been known by FITEL or PROINVERSIÓN, which shall have no responsibility for any difference between it and the actual results of the implementation of the AWARDED PROJECT. In that sense, the CONTRACTOR declares that it assumes the risk arising from the differences between its business plan and actual results of the implementation of the AWARDED PROJECT.
 - 3.19. The CONTRACTOR acknowledges and agrees that the total amount of the FINANCING AWARDED, is sufficient to fulfill the obligations of the FINANCIAL AGREEMENT and those derived from the PROPOSAL due to which it became the AWARDEE of the PROJECT "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region "
 - 3.20. The CONTRACTOR, by this statement and only in the case of ACCESS NETWORK, undertakes to continue the operation and maintenance of the AWARDED PROJECT in all cases of termination of the FINANCING AGREEMENT under the terms stated in Clauses of the FINANCING AGREEMENT; this statement constitutes a unilateral promise referred to under Article 1956 of the Peruvian Civil Code.
 - 3.21. The CONTRACTOR acknowledges and agrees that FITEL has taken note of the statement referred to in the preceding paragraph and that the signing of this FINANCING AGREEMENT is not only an express consent but a prior agreement to the second paragraph of Article 1956 and Article 1957 of the Civil Code, respectively, so that said unilateral promise has been validly made and is fully enforceable.
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- 3.22. The CONTRACTOR states that the CLOSING DATE, its capital stock is the one established in the TERMS AND CONDITIONS. and, on that date, has fully subscribed the total of shares forming its share capital, having paid at least 25% of the nominal value of the shares, as applicable, in accordance with Article 52 of the General Law Corporations, Law N ° 26887
- 3.23. The CONTRACTOR acknowledges and agrees that the operation of the TRANSPORT NETWORK during the TRIAL PERIOD is temporary and provisional; being restricted to use the TRANSPORTATION NETWORK to provide value added public telecommunications service.

FOURTH CLAUSE: STATEMENTS OF FITEL

- 4.1. The signing of the FINANCING AGREEMENT and compliance with the obligations and rights of FITEL in it shall conform to the APPLICABLE RULES and regulations governing its operation and in general, the legal system of Peru.
- 4.2. FITEL states that to the subscription of the FINANCING AGREEMENT has the knowledge and authorization of its governing bodies and that its legal representative has sufficient skills and powers to celebrate it, so as to generate obligations and valid, binding and enforceable rights for both parties
- 4.3. FITEL states that the AWARDED FUNDING and, if applicable, the EXTENSION of the AWARDED PROJECT is duly authorized and has sufficient economic resources for disbursements agreed in the FINANCING AGREEMENT.
- 4.4. FITEL states to have the skills, legal and operational instruments for making the necessary supervision and that, as long as the CONTRACTOR fulfill its obligations, shall authorize and make disbursements under the FINANCING AGREEMENT.
- 4.5. The supervision corresponding to the OPERATION PERIOD of the ACCESS NETWORK shall be made solely for one hundred twenty (120) months. After this deadline, the legal regime for supervision will be established in the Concession Agreement of the CONTRACTOR, according to APPLICABLE RULES.
- 4.6. FITEL acknowledges and accepts that it has become aware of the statement of THE CONTRACTOR referred to in paragraph 3.20 of the Third Clause and the signing of this FINANCING AGREEMENT is not only express but also prior agreement referred to the second paragraph of Article 1956 and Article 1957 of the Civil Code, respectively, so that unilateral promise has been validly made and is fully enforceable.

FIFTH CLAUSE: PURPOSE

The purpose of the FINANCING AGREEMENT is to regulate the assignment of the AWARDED FUNDING to the CONTRACTOR for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Ayacucho Region " with the obligation that that the CONTRACTOR use it as its own expense for:

- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
- b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS, providing access to the Internet and intranet to the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained in Exhibit No. 1 of this FINANCING AGREEMENT,;
- c) The implementation of CAPACITY BUILDING; defined as such in paragraph 1.3.11 of the TERMS AND CONDITIONS
- d) The use of FUNDING AWARDED for implementing the Project.
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SIXTH CLAUSE: TERM OF THE FINANCING AGREEMENT

- 6.1. The FINANCING AGREEMENT shall remain in force equal to the sum of the INVESTMENT PERIOD OF THE ACCESS NETWORK, INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD until the completion of the last disbursement; unless earlier terminated in response to the cases provided for in this FINANCING AGREEMENT.
- 6.2. The INVESTMENT PERIOD shall not exceed fourteen (14) months from the day after the CLOSING DATE. However, it may be extended upon approval of FITEL and formalized by addendum to this FINANCING AGREEMENT.
- 6.3. The OPERATION PERIOD shall not be less than one hundred twenty (120) months from the day following the completion of the INVESTMENT PERIOD.
- 6.4. The term of the FINANCING AGREEMENT may be extended provided there is proper justification and for the enforcement of the purposes stated in the fifth clause of this contract by addendum signed by FITEL and the CONTRACTOR.
- 6.5. The PARTIES shall comply with the applicable procedure to the stage of CLOSURE of the FINANCING AGREEMENT.
- 6.6. At the end of the term of the FINANCING AGREEMENT, by the conclusion of the deadline stated in paragraphs 6.2 and 6.3 of this Clause, the CONTRACTOR shall continue the obligations of a telecommunications operator stipulated in their respective concession contracts, which are signed with the Ministry of Transportation and Communications, and/or any holder of a registration or authorization for the provision of value added services.

SEVENTH CLAUSE: OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR assumes the following obligations:

- 7.1. To use the AWARDED FUNDING for the design, construction and installation of the TRANSPORTATION NETWORK; well as for the design, equipment procurement, transportation, installation, commissioning, operation and maintenance of the ACCESS NETWORK that will allow to provide Internet and Intranet access services in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained Exhibit No. 1 of the FINANCING AGREEMENT, and to the implementation of capacity building activities, fulfilling the conditions laid down in the TECHNICAL SPECIFICATIONS, the content of the AWARDED PROJECT and all commitments by the CONTRACTOR in its TECHNICAL PROPOSAL included in Exhibit No. 2 FINANCING AGREEMENT.
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- 7.2. To meet the deadlines and targets set out in the FINAL SCHEDULE OF ACTIVITIES of the CONTRACTOR, provided in Exhibit No. 3 FINANCING AGREEMENT, except in cases of extensions determined in accordance with this FINANCING AGREEMENT.
 - 7.3. Comply with the obligations in the TECHNICAL SPECIFICATIONS and appendices.
 - 7.4. To comply with the commitments made in its TECHNICAL PROPOSAL, Exhibit No. 2 of the FINANCING AGREEMENT.
 - 7.5. Repair of damage because of the material and/or equipment that will serve to implement the AWARDED PROJECT contained in the Technical Proposal, as well as their replacement, if applicable, will be the responsibility of the CONTRACTOR without requiring any further disbursement by FITEL. This obligation shall apply during the term of FINANCING AGREEMENT and, if applicable, its extensions.
 - 7.6. Responsibility for repairing any damage caused in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS arising from the direct activities of the CONTRACTOR and/or third parties engaged by it for the execution of the AWARDED PROJECT, whether public roads, highways, bridges, public and private premises and others are affected during the transportation, installation, operation and maintenance of the ACCESS NETWORK and the installation of the TRANSPORTATION NETWORK. In that sense, the CONTRACTOR shall indemnify FITEL and MTC, if applicable; and be accountable for any act or omission, willful, negligent or without fault, the staff involving damage to the latter; including those acts or omissions made by the staff of its contractors.
 - 7.7. To give training courses in Peru and in the country of production of the main transmission equipment and infrastructure (optical fiber) used in the ACCESS NETWORK and TRANSPORTATION NETWORK, respectively.
 - 7.8. Provide all facilities for FITEL, or its designee, fulfill its duties and obligations under the AWARDED PROJECT.
 - 7.9. Provide all information related to the AWARDED PROJECT required by FITEL, or its designee, to fulfill its duties, for which a term will be provided for the CONTRACTOR to comply with it.
 - 7.10. To submit the FINAL SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK and FINAL SCHEDULE OF ACTIVITIES OF THE TRANSPORTATION NETWORK within the period specified in the TECHNICAL SPECIFICATIONS for both networks.
 - 7.11. Whenever the CONTRACTOR carries out promotional activities and advertising of the AWARDED PROJECT, it must refer to the Peruvian State represented by FITEL and the MTC during the term of the FINANCING AGREEMENT.
 - 7.12. To manage, obtain before administrative authorities, municipal or other and maintain current licenses, permits, registrations and other authorizations required for the deployment of infrastructure and for the provision of Internet service and intranet access offered in the AWARDED PROJECT. In this regard, it is expressly stated that cooperation by the FITEL indicated in Paragraph 8.3 of the Financing Agreement is only of means and not results of, so the CONTRACTOR cannot claim the unsuccessful outcome of this cooperation as grounds that waives it from the breach of the obligations contained in the FINANCING AGREEMENT.
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- 7.13. Comply with all APPLICABLE RULES and LAWS for the execution of the FINANCING AGREEMENT.
 - 7.14. To fulfill its obligations under the concession contract signed with the MTC
 - 7.15. To meet the payment of its contributions to the special right to FITELE under Article 12° of the TUO of the Telecommunications Law approved by the Supreme Decree No. 013-93-TCC, as amended.
 - 7.16. In the case of ACCESS NETWORK, THE CONTRACTOR undertakes to meet the demand of the towns of Ayacucho region, where the coverage of this network allows the provision of services under the AWARDED PROJECT. This obligation will be performed under the same conditions in AWARDED PROJECT, without incurring additional financing.
 - 7.17. To submit for the satisfaction of FITELE, disaggregated information of investment costs for the ACCESS NETWORK and TRANSPORTATION NETWORK duly accredited as stated in Exhibit N°11 of this agreement within the first half of the PERIOD OF OPERATION. This information will have no implications on the FUNDING AWARDED.
 - 7.18. To submit to FITELE semiannually the operating cash flow of the AWARDED PROJECT during the term of the FINANCING AGREEMENT. The delivery of this information does not alter the amount of FINANCING AWARDED. Additionally, FITELE may request the accreditation of the operating cash flow.
 - 7.19. To allow FITELE to verify the destination and use of the FUNDING AWARDED during the term of the FINANCING AGREEMENT.
 - 7.20. To keep up to the CLOSING DATE, fully subscribed the total of shares making up the share capital and paid at least 25% of the nominal value of the shares, as applicable, in accordance with the provisions of Article 52° of the General Corporation Law, Law No. 26887.
 - 7.21. It will be responsible for contracting and retaining existing insurance policies in force on ASSETS and elements of the ACCESS NETWORK and TRANSPORTATION NETWORK assuming the costs of each and every one of the deductibles and / or coinsurance that it engaged in insurance policies purchased in fulfilling this obligation.
 - 7.22. It shall not be relieved of the obligation to comply with the installation of networks claiming defects, errors or omissions in the TECHNICAL SPECIFICATIONS
 - 7.23. Respect the right of patent, design and/or copyright protected in the country of manufacture of the elements for the ACCESS NETWORK and TRANSPORTATION NETWORK.
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- 7.24. The CONTRACTOR assumes responsibility for the acts, failures, omissions, or in general, any breach incurred by manufacturers or other subcontractors employed by it who may be involved in the execution of the FINANCING AGREEMENT.
 - 7.25. Subscribe for the duration of the FINANCING AGREEMENT, contract models set out in Appendix No. 5-A and 5-B of Exhibit 8B of the TERMS AND CONDITIONS.
 - 7.26. To assume for the duration of FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the liability to FITEL of maintaining the operability and functionality of all ASSETS and elements of the ACCESS NETWORK so that the quality and conditions stated in its Technical Proposal and in the TECHNICAL SPECIFICATIONS are guaranteed for the provision of public telecommunications services and ensure access to Intranet.
 - 7.27. During the term of the FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the CONTRACTOR is required to perform corrective maintenance activities, predictive and preventive ASSETS and elements of the ACCESS NETWORK. This includes the obligation to make the replacement, renewal, rehabilitation and / or adaptations made to ASSETS and items included in the networks; without that requirement implies the right to require FITEL additional resources to FUNDING AWARDED.
 - 7.28. It is responsible to FITEL, and third parties, as appropriate, for the proper management and use of ASSETS and elements of the ACCESS NETWORK, and the inherent risk to them.
 - 7.29. From the CLOSING DATE and until the transfer of ACCESS NETWORK assets on behalf of FITEL is made stated in this contract, the CONTRACTOR will be solely responsible and liable to pay taxes, fees and contributions that apply in relation to ASSETS and elements of the ACCESS NETWORK in accordance with applicable rules, considering among these regulations the provisions of the Consolidated Text of the Municipal Taxation Law, approved by Supreme Decree No. 156- EF-2004 or its amendment. In the case of TRANSPORT NETWORK, this obligation of THE CONTRACTOR is maintained until its transference to the MTC, in accordance with the provisions of this FINANCING CONTRACT.
 - 7.30. To ensure that the ACCESS NETWORK and TRANSPORTATION NETWORK ASSETS are only subject to the provision of the services referred to in AWARDED PROJECT. Consequently, they cannot be transferred, or in general subject to liens or encumbrances of any kind.
 - 7.31. Transferring ownership in favor of FITEL, of the ACCESS NETWORK ASSETS according to the conditions of this contract and in paragraph D of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK contained in Exhibit 8-B of the TERMS AND CONDITIONS.
 - 7.32. Temporarily and tentative operate the TRANSPORTATIONNETWORK during the TRIAL PERIOD until the subscription of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS under the conditions of this contract.
 - 7.33. Transfer in favor of MTC the property and domain of the TRANSPORTATION NETWORK, under the conditions of this AGREEMENT
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- 7.34. To assume custody and responsibility for the integrity and legal physical sanitation of the TRANSPORTATION NETWORK until the delivery thereof to the concessionaire in charge of the operation of the TRANSPORTATION NETWORK to be selected in the private investment promotion process of PROINVERSIÓN.
- 7.35. To maintain the insurance policy of the TRANSPORTATION NETWORK ASSETS in force until the delivery of the same to the concessionaire in charge of the operation assuming the costs of each and every one of the deductibles and / or coinsurance that engaged in insurance policies purchased in fulfilling this obligation.
- 7.36. To negotiate and subscribe infrastructure share-use agreements with, electricity, hydrocarbons or railway companies as well as to obtain permits, rights of way, step and use poles necessary to install the necessary infrastructure and for the deployment of the ACCESS NETWORK and TRANSPORTATION NETWORK; as well as, to establish agreements for the use of existing pipelines and install new pipelines were deemed necessary.
- 7.37. Without prejudice to the provisions in the APPLICABLE LAWS and REGULATIONS, the CONTRACTOR shall provide to the MTC, FITEL and operation concessionaire of the TRANSPORTATION NETWORK all facilities they require in order to facilitate the procurement and commissioning of AWARDED PROJECT.
- 7.38. To fulfill all other obligations under the FINANCING AGREEMENT, it's Exhibits and the TECHNICAL SPECIFICATIONS in CIRCULARS and the TERMS AND CONDITIONS.

EIGHTH CLAUSE: OBLIGATIONS OF FITEL

By the FINANCING AGREEMENT, FITEL assumes the following obligations:

- 8.1. To disburse the FUNDING AWARDED to the CONTRACTOR when it has fulfilled the obligations and provisions required in the FINANCING AGREEMENT. Disbursements will be made in accordance with the conditions set out in Clause fourteenth of the FINANCING AGREEMENT.
 - 8.2. To exercise, directly or through a third natural or artificial, public or private person, shares of supervision, monitoring and control of facilities and test infrastructure, equipment and services under the FINANCING AGREEMENT.
 - 8.3. FITEL shall cooperate with the CONTRACTOR for the proper performance of the FINANCING AGREEMENT. To this end, FITEL, where warranted, will use its best efforts to coordinate with the relevant authorities, issuing licenses, permits and other managed by THE CONTRACTOR and that are required for execution of the FINANCING AGREEMENT.
 - 8.4. To ensure proper use of the FUNDING AWARDED and compliance with the terms of the FINANCING AGREEMENT.
 - 8.5. To make written submissions on the matters covered by the FINANCING AGREEMENT, within the time stated therein, as well as other applications, to be within the scope of powers of the CONTRACTOR in writing.
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- 8.6. To assume the costs of maintaining the TRANSPORTATION NETWORK until delivery thereof to the operation concessionaire.
- 8.7. Cooperate when the CONTRACTOR demands it in writing, in the negotiation of sharing infrastructure agreements with concessionaires or other public or private entities that apply to other sectors (such as energy, oil, road infrastructure, etc.) required to install poles and infrastructure according to DESIGN of the TRANSPORT NETWORK outlined in the TECHNICAL SPECIFICATIONS. To this end, the FITEL, where warranted, will do their best without the cooperation of FITEL replace the obligation to THE HIRED to manage and sign such agreements as provided in Paragraph 7.36 of the seventh clause of this contract.
- 8.8. Other obligations under the FINANCING AGREEMENT, its Exhibits and the TECHNICAL SPECIFICATIONS in the CIRCULAR and the TERMS AND CONDITIONS.

NINTH CLAUSE: RIGHTS OF THE CONTRACTOR

Within the framework of this FINANCING AGREEMENT, the CONTRACTOR has the following rights:

- 9.1. To receive, use and dispose of the FUNDING AWARDED, according to the FINAL SCHEDULE OF ACTIVITIES and conditions provided in the FINANCING AGREEMENT.
- 9.2. To propose to FITEL the replacement of BENEFICIARY LOCALITIES and/or Mandatory Paid Institutions, according Exhibit 12 of this contract.
- 9.3. It may provide, at its cost, risk and expense, and will not involve additional funding from FITEL, other additional telecommunications services to those agreed in the FINANCING AGREEMENT, provided they do not degrade the quality and continuity under the AWARDED PROJECT, communicating conditions to provide these additional services. These services will be provided prior authorization of FITEL within a period not exceeding thirty (30) working days from the day of filing.

Under this assumption the CONTRACTOR is free to use the infrastructure and services in order to provide them in different locations than those agreed, provided that the installation, operation and maintenance thereof is paid by, cost and risk of the CONTRACTOR, and without additional funding from FITEL, without degrading the quality and continuity of services provided in the TECHNICAL SPECIFICATIONS.

In the case referred to in the preceding paragraph, these locations will not be considered to fulfill the obligations under the FINANCING AGREEMENT.

- 9.4. To freely select technologies and more efficient network architectures, provided it complies with the requirements of the TECHNICAL SPECIFICATIONS and the whole becomes a coherent network to provide Internet service and intranet access.
- 9.5. The CONTRACTOR during the INVESTMENT PERIOD of the ACCESS NETWORK, the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD, has the freedom to make updates to the technologies used, if required in the Technical Proposal, provided that this change equals or improves the quality and continuity of conditions originally established, the CONTRACTOR must be authorized by FITEL to make said change; for which it must comply with the requirements and procedure established in the TECHNICAL SPECIFICATIONS.

If FITEL accepts the proposal of the CONTRACTOR, according to what was stated in the preceding paragraph, the CONTRACTOR must implement the necessary actions so the changes in infrastructure, equipment and other instruments, do not degrade the performance of the services provided in the Technical Proposal. This will require the development of contingency plans which specify the commitments of the CONTRACTOR and the periods of service, recovery and other measures to ensure the continuity and quality of services in accordance with the specified TECHNICAL SPECIFICATIONS. These changes do not entitle the CONTRACTOR to require additional resources to FITEL.

9.6. Within the first six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the CONTRACTOR may request FITEL the modification of model contracts contained in Exhibits No. 5-A and 5-B of the annex 8B of the TERMS AND CONDITIONS.

To this end, the request must be supported and proven to the satisfaction of FITEL, who will perform the corresponding assessment.

9.7. To provide to MANDATORY PAID INSTITUTIONS for free and without being subject to the regime of penalties established in the FINANCING AGREEMENT, the Internet and Intranet access referred to in this AWARDED PROJECT during the investment period, provided they do not involve the provision of additional funding from FITEL.

9.8. To request the reduction of guarantees issued, as provided in the FINANCING AGREEMENT.

TENTH CLAUSE: RIGHTS OF FITEL

Within the framework of this FINANCING AGREEMENT, FITEL has the following rights:

10.1. To enforce the obligations of the CONTRACTOR under the FINANCING AGREEMENT.

10.2. To require full or partial refund of FUNDING AWARDED, of TRANSPORTATION NETWORK and ACCESS NETWORK ASSETS, as provided in the FINANCING AGREEMENT, when the CONTRACTOR use disbursements differently than the purpose indicated in the FINANCING AGREEMENT.

10.3. To execute the guarantees given on behalf of FITEL, in case of breach of its obligations under the Financing Agreement.

10.4. To impose and enforce penalties arising from noncompliance, incompleteness, or delays of commitments from the CONTRACTOR under the FINANCING AGREEMENT.

10.5. To make visits to the premises, facilities, infrastructure, among others, as it deems necessary to verify the performance of the AGREEMENT.

- 10.6. To apply exceptional interpretation of clauses of the FINANCING AGREEMENT by FITEL, considering the special nature of it.
- 10.7. To terminate the FINANCING AGREEMENT, when any of the grounds provided for this purpose occurs, if deemed appropriate.
- 10.8. To modify, within six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the model contracts contained in Exhibits No. 5-A and 5-B of the annex 8-B of the TERMS AND CONDITIONS; provided that such amendments do not involve the CONTRACTOR in additional obligations to those in the FINANCING AGREEMENT, its Exhibits or the TECHNICAL SPECIFICATIONS.
- 10.9. To approve contracts formats indicated in the preceding paragraph, taking into account the contributions of the CONTRACTOR, according to the provisions of Paragraph 9.6. of the FINANCING AGREEMENT. FITEL will give a favorable or unfavorable opinion on the changes proposed by the CONTRACTOR According to the corresponding notification.

ELEVENTH CLAUSE: SUBCONTRACTS

- 11.1. The AWARDED PROJECT may be executed by subcontractors or other forms of outsourcing, provided that FITEL is informed of the names of individuals and/or companies to perform the work. To this end, the CONTRACTOR upon the signature of the FUNDING AGREEMENT shall submit an affidavit in accordance with Exhibit No. 10 of this contract, assuming responsibility for compliance with the contractual obligations of the subcontractor or other individuals or legal entities with which it subscribes outsourcing contracts. The aforementioned Affidavit must be filed even if the CONTRACTOR does not perform any subcontract.
- 11.2. In any case, the CONTRACTOR remains responsible to FITEL for the efficient and timely implementation of such obligations and may not allege a breach of the subcontractor to excuse its own default.
- 11.3. The CONTRACTOR may not subcontract, individuals or legal entities for the execution of the entire AWARDED PROJECT

TWELFTH CLAUSE: FINANCING AWARDED

By this FINANCING AGREEMENT is assigned to THE CONTRACTOR GILAT NETWORKS PERU S.A. as non-reimbursable funding, the amount of ONE HUNDRED SIX MILLION FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED TEEN US Dollars (US\$ 106'414,410.00) financed with FITEL resources. The AWARDED FUNDING is a lump sum for all items, which will be used exclusively for the purposes stated in the purpose of the FINANCING AGREEMENT, which is distributed as follows:

- i. The amount of SIXTY EIGHT MILLION FIVE HUNDREDED FIFTY FIVE THOUSAND TWO HUNDRED FOURTY US Dollars (US\$ 68'555,240.00) for the installation and operation of the ACCESS NETWORK.
 - ii. The amount of :THIRTY SEVEN MILLION EIGHT HUNDRED FIFTY NINE THOUSAND ONE HUNDRED SEVENTY and 00/100 US Dollars (US\$ 37'859,170.00), for the implementation of the TRANSPORTATION NETWORK
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THIRTEENTH CLAUSE: EXPANSION OF AWARDED PROJECT FOR THE ACCESS AND TRANSPORTATION NETWORK

13.1. CONDITIONS OF EXPANSION OF THE AWARDED PROJECT COMMON TO BOTH NETWORKS

- 13.1.1. The EXPANSION OF THE AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING CONTRACT.
- 13.1.2. EI CONTRACTOR prior to the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT, will deliver an Enlargement Activity Schedule, it will be part of the Addendum to FINANCING AGREEMENT.
- 13.1.3. The deadline to complete the installation in new BENEFICIARY LOCATIONS shall be six (6) months from the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT

13.2. FOR THE ACCESS NETWORK

- 13.2.1. The CONTRACTOR may solicit FITEL the EXPANSION OF THE AWARDED PROJECT for the ACCESS NETWORK under the terms indicated in this FINANCING AGREEMENT.
- 13.2.2. THE AWARDED PROJECT may be expanded during the INVESTMENT PERIOD of THE ACCESS NETWORK and cannot be higher than twenty percent (20%) of the amount of THE ACCESS NETWORK FINANCING.
- 13.2.3. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
- 13.2.4. The CONTRACTOR must comply upon the approval of FITEL with every one of the terms it previously approved for the subscription of the Addendum to the FINANCING AGREEMENT reason why the EXPANSION of the AWARDED PROJECT is approved. FITEL reserves the right to modify the general and economic conditions of the new Non-reimbursable financing

13.3. FOR THE TRANSPORTATION NETWORK

- 13.3.1. The CONTRACTOR may, within six (06) months of the INVESTMENT PERIOD of the TRANSPORTATION NETWORK request FITEL the expansion of the AWARDED PROJECT to new district capitals. Such extension shall not exceed twenty percent (20%) of the amount of FUNDING AWARDED
 - 13.3.2. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
 - 13.3.3. The EXPANSION of the AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING AGREEMENT, for which it will apply the provisions of this clause.
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FOURTEENTH CLAUSE: DISBURSEMENT OF FUNDING AWARDED

FITEL will pay the whole of the FUNDING AWARDED by disbursements to be paid directly to the CONTRACTOR, according to the provisions of this Clause.

14.1. ACCESS NETWORK:

In advance of 20% of the value of the FINANCING FOR THE ACCESS NETWORK (20%), amounting to THIRTEEN MILLION SEVEN HUNDRED ELEVEN THOUSAND FOURTY EIGHTH US dollars (US \$ 13'711,048.00) payment which will be made at subscription of the FINANCING CONTRACT.

This advance disbursement is made against delivery of the ADVANCE PAYMENT GUARANTEE for the total amount thereof.

A second disbursement of fifteen percent (15%) of the value of the FUNDING FOR ACCESS NETWORK amounting to TEN MILLION TWO HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED EIGHTY SIX US dollars (US\$ 10'283,286.00) value that shall be paid when THE CONTRACTOR attests the installation of Sixty Percent (60%) of total COMPULSORY PAID INSTITUTIONS.

A third disbursement of fifteen percent (15%) the value of FINANCING ACCESS NETWORK, amounting to TEN MILLION TWO HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED EIGHTY SIX DOLLARS (US \$ 10'283,286.00), value which shall be paid to the signing of INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT

The amount corresponding to 50% of the value of the ACCESS NETWORK FINANCING will be disbursed during the OPERATION PERIOD in twenty (20) semiannual installments, each amounting to ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED EIGHTY ONE Dollars (US\$ 1'713,881.00) which shall be paid upon a favorable INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT.

14.2. TRANSPORTATION NETWORK

14.2.1. Disbursements are made according to the following scheme:

Concept	Time	Payment	Advance	Deliverables
First disbursement	Subscription of agreement	20% FINANCING OF TRANSPORTATION NETWORK	0%	Advance payment guarantee
Second disbursement	Final date of the first advance, described in Paragraph 2.2 of Exhibit 8-A	40% FINANCING OF ACCESS NETWORK	Completion of the First Advance	52 Nodes of Distribution ,Connection and core Nodes and 5 Aggregation Nodes
Third disbursement	Date of completion of the INSTALLATION STAGE	40% FINANCING OF TRANSPORTATION NETWORK	Total Delivery of TRANSPORTATION NETWORK and signing of MINUTES OF CONFORMITY OF INSTALLATION AND TESTING SERVICES	52 Nodes of Distribution ,Connection and core Nodes and 5 Aggregation Nodes

Advances and deadlines are indicated in Table No. 1: Schedule of Construction of the TRANSPORTATION NETWORK and DEFINITE TECHNICAL PROPOSAL, indicated in paragraph 2.2 of the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK, Exhibit No. 8-A of the TERMS AND CONDITIONS.

FIFTEENTH CLAUSE: GUARANTEES

- 15.1. As a condition for signing the FINANCING AGREEMENT in the CLOSING DATE, the CONTRACTOR shall deliver to the COMMITTEE the ADVANCE PAYMENT GUARANTEE and PERFORMANCE BOND of the FINANCING AGREEMENT which must be issued by a LOCAL BANKING BUSINESS OR LOCAL INSURANCE BUSINESS rightfully authorized by the SBS (the banking and retirement fund superintendency) or by an INTERNATIONAL FINANCIAL ENTITY. In the case of a warranty issued by and INTERNATIONAL FINANCIAL ENTITY, it must be confirmed by a LOCAL BANKING BUSINESS according to the Exhibit N°2 in the TERMS AND CONDITIONS.
- 15.2. The ADVANCE PAYMENT GUARANTEE shall be for an amount of TWENTY ONE MILLION TWO HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED EIGHTY TWO US Dollars (US\$ 21'282,882 .00), equivalent to 100% of the first disbursement, of THE ACCESS NETWORK and THE TRANSPORT NETWORK ensuring the proper use of this disbursement in favor of the CONTRACTOR, pursuant to the provisions of this AGREEMENT. It shall remain valid from the CLOSING DATE until the end of the investment period. The FITEL may provide for the mandatory extension of this guarantee, and the CONTRACTOR must renew it by the time indicated for its effect.
- 15.3. THE CONTRACTOR during the INVESTMENT PERIOD of THE ACCESS NETWORK and the INVESTMENT PERIOD of THE TRANSPORT NETWORK may request FITEL a reduction of 50% and 40% of the ADVANCE PAYMENT GUARANTEE. To do this, it must have fulfilled the following conditions:

% Reduction	Progress	
	Access Network	Transportation Network
50%	60% of the total of PAID INSTITUTIONS	52 Nodes of Distribution Connection and core 5 Aggregation Nodes
40%	MINUTES OF COMPLIANCE OF FACILITIES AND TESTING OF SERVICES OF THE ACCESSNETWORK	MINUTES OF COMPLIANCE OF FACILITIES AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK

It is understood as Aggregation, Distribution and Connection Nodes the ones defined in paragraphs 3.2, 3.3 and 3.4 of the TRANSPORT NETWORK TECHNICAL SPECIFICATIONS.

- 15.4 The ADVANCE PAYMENT GUARANTEE will be returned to the CONTRACTOR, once signed
- RECORD OF AWARD OF THE TRANSPORTATION NETWORK ASSETS.
- 15.5 PERFORMANCE BOND of the FINANCING AGREEMENT will be for a total of SIX MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND FIVE HUNDRED TWENTY FOUR US Dollars (US\$ 6'855,524.00), equivalent to ten percent (10%) of the FINANCING for the ACCESS NETWORK which will ensure the proper and timely performance of each and every one of the obligations of the CONTRACTOR. The performance bond reduction scheme is as follows:
- 15.5.1. After signing the TRANSPORTATION NETWORK ASSETS AWARD MINUTE, it will be substituted for another totaling twenty percent (20%) of the amount of the FINANCING of the ACCESS NETWORK.
- 15.5.2. At the beginning of the second year of the PERIOD OF OPERATION and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced to ten percent (10%) of the FINANCING of the ACCESS NETWORK.
- 15.5.3. At the beginning of the third year of the PERIOD OF OPERATIONS and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL it will be reduced to eight percent (8%) of the FINANCING of the ACCESS NETWORK
- 15.5.4. At the beginning of the fourth year of the PERIOD OF OPERATIONS and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL the PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced to eight percent (6%) of the FINANCING of the ACCESS NETWORK and it will remain so until closure of the FINANCING CONTRACT
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- 15.6 The PERFORMANCE BOND of the FINANCING AGREEMENT is issued for and on behalf of the CONTRACTOR in favor of FITEL. The bond must be renewed annually so that remains in effect until the expiration of the FINANCING AGREEMENT, except as noted in Paragraph 4.6. of the FINANCING AGREEMENT.
- 15.7 In case the CONTRACTOR presents COMMENTS pending from the last MONITORING REPORT issued in the PERIOD OF OPERATION OF THE ACCESS NETWORK, the PERFORMANCE BOND of the FINANCING AGREEMENT will be renewed seven (07) DAYS prior to maturity for a period of (60) DAYS, and so on until all COMMENTS have been clarified.
- 15.8 The PERFORMANCE BOND of the FINANCING AGREEMENT is secured, unconditional, and irrevocable, without benefit of excussion and of immediate execution upon request of FITEL without judicial demand for payment or performance, a copy of which is included as Exhibit No. 5 of the FINANCING AGREEMENT.
- 15.9 The PERFORMANCE BOND of the FINANCING AGREEMENT shall be returned no later than five (05) business days after making the final disbursement

SIXTEENTH CLAUSE: ACCESS NETWORK AND TRANSPORTATION NETWORK ASSETS

- 16.1 The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC with the signing of the MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS, once the Concession Agreement between the MTC and the concessionaire for the operation for the TRANSPORTATION NETWORK is subscribed.
- 16.2 The CONTRACTOR recognizes that after the signing of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS, will also assume the obligation to formalize and perfect by all acts or procedures necessary for the transference of ownership and control referred to in the preceding paragraph in favor of the MTC. This obligation will assumed according to nature of the assets to be transferred and its aptitude to be registered in SUNARP.
- 16.3 The CONTRACTOR undertakes to carry out the activities necessary to preserve the condition and utility of the ASSETS TRANSPORT NETWORK until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK
- 16.4 The CONTRACTOR shall be liable for damages or losses caused to the TRANSPORTATION NETWORK ASSETS until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK. Therefore are forced to hire the necessary insurance to comply with the provisions of this paragraph.
- 16.5 After the signing of MINUTES OF AWARD OF ACCESS NETWORK ASSETS, FITEL shall make the final disbursement of FUNDING AWARDED; as stated in Clause Fourteenth of the FINANCING AGREEMENT.
- 16.6 Without prejudice to the other obligations arising from the provisions of paragraph 7.34 and other provisions under this FINANCING AGREEMENT, until the transfer of title of the TRANSPORTATION NETWORK ASSETS to the MTC, the CONTRACTOR as provided in the applicable law, in its capacity as holder of such property immediately has an obligation to exercise (for your own expense) the following types of possessory defense for both the case of attempted usurpation of the TRANSPORTATION NETWORK ASSETS, as in the case of activities incompatible with the proper use of them by third parties:
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- a) Extrajudicial possessory defense, used to repel the force used against the CONTRACTOR and to regain the good, without time interval, if it were dispossessed, but always refrain from the use of recourses not justified by the circumstances.
 - b) Legal possessory defense, the CONTRACTOR must, if it is borne by the TRANSPORTATION NETWORK ASSETS any involvement, dispossession, occupation, usurpation, among others, to communicate MTC and FITEL of those facts and make use of the mechanisms and judicial resources to enable it to hold harmless MTC's right on the TRANSPORTATION NETWORK ASSETS.
- 16.7 The failure to exercise possessory defenses will result in penalties under Clause eighteen (18) of the FINANCING AGREEMENT.
- 16.8 The CONTRACTOR must notify FITEL and MTC, immediately and notarial duct, the occurrence of damage to the TRANSPORT NETWORK ASSETS, and the nature and amount thereof.
- 16.9 The exercise of possessory defenses described above does not hold harmless the CONTRACTOR, which, to a course as described in the preceding paragraphs, shall coordinate immediately with Fitel and MTC the legal actions that the CONTRACTOR must engage in order to hold harmless MTC's right on TRANSPORT NETWORK ASSETS.
- 16.10 Without prejudice to the provisions in paragraph 7.30 of the FINANCING AGREEMENT, the CONTRACTOR must hold harmless FITEL especially regarding the MTC and against any action or exception of legal, administrative, arbitration or contract, or claim of any nature regarding the ACCESS NETWORK and TRANSPORT NETWORK ASSETS.
- 16.11 The CONTRACTOR must comply with in respect of the TRANSPORT NETWORK and ACCESS NETWORK ASSETS, to pay taxes, fees and contributions payable, pursuant to APPLICABLE LAWS FINANCING referred to in the FINANCING AGREEMENT, considering between these regulatory provisions as provided in the Consolidated Text of the Municipal Taxation Act, approved by Supreme Decree No. 156-2004-EF or later rule that amends
- 16.12 The CONTRACTOR ensures the proper transfer of title of the TRANSPORT NETWORK ASSETS in favor of MTC and the ACCESS NETWORK ASSETS in favor of FITEL ; as wll as the operation and functioning of the TRANSPORT NETWORK ASSETS. It also recognizes the domain the MTC has over THE TRANSPORT NETWORK ASSETS and the domain FITEL has over the ACCESS NETWORK ASSETS
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SEVENTEENTH CLAUSE: SUPERVISION AND CONTROL MECHANISMS RELATED TO THE AWARDED PROJECT

➤ **ACCESS NETWORK**

17.1 FITEL is responsible for the supervision and control AWARDED PROJECT during INVESTMENT PERIOD of THE ACCESS NETWORK and OPERATION PERIOD.

17.2 In the INVESTMENT PERIOD of THE ACCESS NETWORK, supervision will mainly include the following:

- Supervision of the number of BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS of the AWARDED PROJECT and its proper location;
- Monitoring the quantity and quality of infrastructure, equipment, materials, management tools, among others, to be applied to the AWARDED PROJECT
- Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, which will be used by the AWARDED PROJECT to provide service access to Internet and intranet, in the BENEFICIARY LOCATIONS, INSTITUTIONS, or others who contract the service within the scope of the access network installed by the CONTRACTOR to serve the AWARDED PROJECT;
- Supervision and control and SPREAD AWARENESS, TRAINING AND DEVELOPMENT OF CONTENTS;
- Supervision and control of the operation of the Internet access service and intranet access, if any, to be provided with the AWARDED FUNDING according to the FINANCING AGREEMENT, its annexes and the TECHNICAL SPECIFICATIONS, TECHNICAL PROPOSAL, the CIRCULAR and TERMS AND CONDITIONS; and,
- Supervision of other aspects that Fitel deems necessary to ensure the proper use of the services required

17.3 During the PERIOD OF OPERATION, FITEL will primarily oversee the following:

- The services provided by the CONTRACTOR with the FUNDING AWARDED, according to the requirements specified in the TECHNICAL SPECIFICATIONS and in the absence thereof, in accordance with the provisions of the legal and regulatory framework applicable.
- The quality of the provision of other services that are offered using the access network of the AWARDED PROJECT, according to the conditions laid down in the respective addendum.
- Other that FITEL recommends or orders within the framework of the FINANCING AGREEMENT

➤ **TRANSPORTATION NETWORK**

17.4 Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, to be used for the TRANSPORT NETWORK.

17.5 In the TRIAL PERIOD, FITEL will supervise during execution of the TRANSPORT NETWORK operation, solely for the operation of the ACCESS NETWORK. It will also verify the performance of the network and could execute periodical monitoring protocols for this.

17.6 Supervision of the appropriate use of the AWARDED FINANCING.

EIGHTEENTH CLAUSE: DELAY, FAILURE AND PENALTIES

The application of the penalties provided for in this clause does not relieve the CONTRACTOR of compliance with its obligations under the FINANCING AGREEMENT or APPLICABLE NORMS

➤ ACCESS NETWORK

18.1 Penalties for failure in the ACCESS NETWORK INVESTMENT PERIOD

18.1.1 The penalties applicable for breaches during the ACCESS NETWORK INVESTMENT PERIOD may be deducted from the corresponding disbursement for this period.

18.1.2 Non-compliance with activities:

18.1.2.1 If the CONTRACTOR breaches with the full installation of a service within the prescribed period, Fitel shall establish a penalty of five-hundredths (0.05) of ITU (Tax unit) per MANDATORY PAID INSTITUTION set forth in Exhibit No. 01 of this contract, per day behind in the breach, counted from the day the initial installation ended.

18.1.2.2 If the CONTRACTOR breaches or partially meets the awareness and dissemination activities, as indicated in section 4.2.1 of the ACCESS NETWORK TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of one-tenth (0.1) of ITU for BENEFICIARY where this obligation was not complied with within the time limit set. It is considered that this activity was carried when the minimum percentage of attendees described in TECHNICAL SPECIFICATIONS of THE ACCESS NETWORK except what is indicated in the paragraph 3 of the Exhibit N°14 of the Appendix 8B of the TERMS AND CONDITIONS related to the accreditation of the minimum of attendees.. The application of this penalty does not relieve the CONTRACTOR compliance with this obligation

18.1.2.3 If the CONTRACTOR does not comply with the installation of the monitoring system within the ACCESS NETWORK INVESTMENT PERIOD, according to what is stated in section 6.6.1.1 of the TECHNICAL SPECIFICATIONS as well as usernames and passwords, etc., or all activities for commissioning of this system is not completed, Fitel shall apply a penalty of five (5) ITU. The application of this penalty does not relieve the CONTRACTOR of the compliance with this obligation.

18.1.2.4 In case of breach of the activities during the INVESTMENT PERIOD due to a fortuitous event or force majeure, not attributable to the CONTRACTOR, it shall send the documentation to FITEL proving this, in maximum one month of the event causing the breach. Furthermore, in order to evaluate the fact, the CONTRACTOR must communicate the occurrence of the event, and propose its estimate of days required for the performance of such activities, within the first fifteen (15) days of the occurrence.

Without this documentation, you cannot prove fortuitous event or force majeure, or facts not attributable to the CONTRACTOR, therefore the deadline is not extended and penalties in accordance with the preceding paragraphs of this Clause FUNDING AGREEMENT shall apply as appropriate.

However, due to reasons of accident, force majeure or not attributable to the CONTRACTOR that prevent the installation of services in the BENEFICIARY LOCATIONS, duly supported by the CONTRACTOR, FITEL will evaluate replacement of these locations, according to Exhibit N° 12 of the FINANCING AGREEMENT.

When the CONTRACTOR installs infrastructure and provides services in locations that do not correspond to the list of PAID INSTITUTIONS listed in Exhibit No. 1, such institutions do not count toward the fulfillment of the obligations under the FINANCING AGREEMENT.

- 18.1.2.5 In the event that the CONTRACTOR has not hired or has not maintained insurance policies in force on ASSETS and elements of the ACCESS NETWORK as stated in Paragraph 7.21 of the Seventh Clause FUNDING AGREEMENT, FITEL may impose a penalty of five (05) ITU whenever compliance with this obligation has failed.
- 18.1.2.6 If the CONTRACTOR does not comply with the installation of the server for monitoring within the INVESTMENT PERIOD, according to what is stated in section 6.6.1.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, or all activities for commissioning of this are not completed, Fitel shall apply a penalty of five (5) ITU. The application of this penalty does not relieve the CONTRACTED PART to comply with this obligation.
- 18.1.2.7 If the CONTRACTOR fails to comply with the installation of the amount of help centers for users within the INVESTMENT PERIOD, according to what is stated in paragraph 5.5 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR, will result in a penalty of five (05) ITU

18.1.3 Penalties for Failure to deliver Information:

- 18.1.3.1 If the CONTRACTOR fails to comply to submit the formats of the ACCESS NETWORK INSTALLATION MINUTES it will use, according to the period specified in paragraph 6.5.3.3 of the TECHNICAL SPECIFICATIONS, FITEL may impose a penalty of three (03) ITU. The application of this penalty does not relieve THE CONTRACTOR compliance with this obligation.
 - 18.1.3.2 If the CONTRACTOR fails to deliver the ACCESS NETWORK INSTALLATION MINUTES according to the period specified in paragraph 6.5.3.6 of the TECHNICAL SPECIFICATIONS, Fitel may apply a penalty equal to one hundredth (0.01) ITU for each DAY of delay in the ACCESS NETWORK INSTALLATION MINUTES(station/terminal node or subscriber).
 - 18.1.3.3 If the CONTRACTOR fails to comply with submitting the documentation and information that certifies the execution of activities AWARENESS TRAINING AND DISSEMINATION according to the period specified in Paragraph 5 of Appendix No. 14 of the TECHNICAL SPECIFICATIONS, Fitel will apply a penalty equal to one hundredth (0.01) of ITU per DAY of delay. It is only considered submitted the documentation and information for each LOCATION that has filled all fields, including subscription of faith that carry out this activity, and the list of attendees.
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- 18.1.3.4 If the CONTRACTOR fails to comply with its final proposal to deliver CAPACITY BUILDING within the time limits indicated in Paragraph 4.1.2 of the TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of three (03) ITU for each of these proposals not filed within that period. The application of this penalty does not relieve the CONTRACTOR to comply with this obligation.
- 18.1.3.5 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 6.5.5 of the TECHNICAL SPECIFICATIONS, a proposed Testing protocol for Acceptance of Facilities containing the minimum procedures required by Fitel. The delay by THE HIRED in remission of that protocol will result in a penalty of three hundredths (0.03) ITU per DAY of delay.
- 18.1.3.6 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 2.5.1 of the TECHNICAL SPECIFICATIONS, the FINAL SCHEDULE OF ACTIVITIES, containing the minimum fields required by Fitel. The delay by the CONTRACTOR in referring this schedule will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.7 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 5.4.2 of the TECHNICAL SPECIFICATIONS, the detailed proposal for the Maintenance Program. The delay by the CONTRACTOR in remission of the program will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.8 If the CONTRACTOR fails to comply with the submission of information operations and maintenance facilities within the maximum period prescribed in Paragraph 5.6.2 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR will result in a penalty of five (05) ITU.
- 18.1.3.9 If the CONTRACTOR fails to comply with the submission of the detailed content of the courses to be issued in training on the technology solution within the maximum period prescribed in Paragraph 2.6.1 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTED PARTY will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.10 If the CONTRACTOR fails to comply with the referral of disaggregated costing PROPOSED ECONOMIC NETWORK ACCESS, within the maximum period prescribed in Paragraph 2.7.1 of the TECHNICAL SPECIFICATIONS NETWORK ACCESS. The delay by THE HIRED, will result in a penalty of two hundredths (0.02) ITU per DAY of delay.
- 18.1.3.11 When the CONTRACTOR fails to present to Fitel FIELD STUDIES, within the prescribed period and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty of ten (10) UIT.
- 18.1.3.12 When the ONTRACTED PARTY fails to present to Fitel the ENGINEERING STUDIES, within the deadline and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of ten (10) UIT.
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- 18.1.3.13 When the CONTRACTOR fails to present to FITEL the proposal to implement a tracking subsystem within the deadline and according to what is stated in paragraph 6.6.1 of the TECHNICAL SPECIFICATIONS, FITEL will apply a penalty of five (05) UIT
- 18.1.3.14 When the CONTRACTOR fails to submit to FITEL the formation of its team, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of five (05) UIT.
- 18.1.3.15 When the CONTRACTOR fails to inform FITEL of a modification in the conformation of its staff, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty two (02) UIT.

18.2 Penalties due to non compliance during the OPERATION PERIOD

- 18.2.1 The penalties applicable due to non compliance during the OPERATION PERIOD may be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to the following provisions. In case that the amount of penalties of a semester exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) days, counted since the collection notification.

18.2.2 Penalties due to non compliance of the availability of rendered services

- 18.2.2.1 In case the CONTRACTOR fails to comply with the requirement of minimum availability of the network of 98% annually, indicated in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK and measured to the POP, the FITEL will impose a penalty of a tenth (0.1) of the UIT for each additional hour of interruption of the network. The availability will be calculated each year, counted since the first day of the OPERATION PERIOD.

- 18.2.2.2 In case that the availability of services is interrupted in some of the POPs due to Acts of God or Force Majeure or events not attributable to the CONTRACTOR . THE CONTRACTOR will notify to FITEL within the term of thirty (30) days following to the culmination of the month of the event, about the existence of said events, which must be communicated to FITEL through a letter enclosing, through optical storage devices (CD DVD or USB), the detail of the dates and the hours they request to discount, as well as the causes that originated it.

Likewise, THE CONTRACTOR will deliver to FITEL the evidences that demonstrate the Acts of God or Force Majeure or events not attributable to the CONTRACTOR, no later than sixty (60) days following to the submission of the request of exclusion of unavailability of services for the event happened. Without these evidences, it will not be possible to demonstrate the Acts of God and Force Majeure or events not attributable to the CONTRACTOR consequently FITEL shall count the interruptions for the calculus of the availability as applicable.

18.2.3 Penalties due to non compliance of TRAINING

18.2.3.1 In case THE CONTRACTOR fails to comply or partially complies to make the TRAINING according to indications made in Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will impose a penalty of a tenth (0.1) of the UIT for each location where this obligation was not complied, within the term established. We shall consider that this activity is performed when the minimum percentage of attendees is reached. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.

18.2.4 Penalties due to failure to submit information by THE CONTRACTOR

18.2.4.1 If the CONTRACTOR fails to deliver the Execution Minutes of TRAINING according to the term foreseen in Section III of Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will apply a penalty equivalent to one hundredth (0.01) of the UIT for each DAY of delay per BENEFICIARY LOCALITY. The minutes will be only considered as submitted per BENEFICIARY LOCALITY those that have all full fields, including the subscription of the person that certifies the performance of this activity, and the list of attendees.

18.2.4.2 THE CONTRACTOR shall send to FITEL, within the maximum term established in Section III of Appendix N° 13 B of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the final report of the TRAINING performed. The delay by THE CONTRACTOR in the remission of said report, shall result in a penalty of three hundredths (0.03) of the UIT for each DAY of delay.

18.2.4.3 THE CONTRACTOR shall send to FITEL, within the maximum term established in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the monthly reports of the use of access to Internet (total traffic, per locality and per type), monthly report of interruptions, monthly report of quality indicators. The delay by THE CONTRACTOR in the remission of reports, shall result in a penalty of one tenth (0.1) of the UIT per each DAY of delay and per each type of report.

Furthermore, FITEL shall apply a penalty of five (05) UIT for non compliance in the storage of information for the issuance of reports, as well as data that generates them, according to the provisions established in Section 6.6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK.

18.2.4.4 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of five (05) UIT.

18.2.4.5 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of two (02) UIT.

- 18.2.4.6 When THE CONTRACTOR does not send to FITEL the format of the activities for Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of five (05) UIT.
- 18.2.4.7 When THE CONTRACTOR does not send to FITEL the Schedule of annual Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of three (03) UIT.
- 18.2.4.8 If THE CONTRACTOR sends to FITEL, out of the time established in Section 7.17 of the seventh clause of the FINANCING CONTRACT, the disaggregated information of investment costs of the ACCESS NETWORK or if its is inaccurate or false FITEL will impose a penalty of ten (10) UIT.
- 18.2.4.9 If THE CONTRACTOR sends to FITEL, out of the time established in Section 7.18 of the seventh clause of the FINANCING CONTRACT, the operative cash flow of the AWARDED PROJECT, or if it is inaccurate or false FITEL will impose a penalty of ten (10) UIT.

18.2.5 Penalties for OBJECTIONS

- 18.2.5.1 FITEL shall make supervisions prior to the performance of disbursements indicated in the Fourteenth Clause of the FINANCING CONTRACT. The supervisions will be made according to the protocols approved by FITEL.
- 18.2.5.2 FITEL shall apply a penalty of one (01) UIT for each one of the OBJECTIONS indicated as follows, per BENEFICIARY LOCALITY or station/node indicated in the SUPERVISION REPORT OF THE ACCESS NETWORK, with the indication that the application of this penalty does not release THE CONTRACTOR of the compliance of these obligations.
- 18.2.5.3 When THE CONTRACTOR fails to comply with the preventive Maintenance Program according to the TECHNICAL PROPOSAL.
- 18.2.5.4 If THE CONTRACTOR confines or prevents the personnel appointed by FITEL to make the corresponding visits during the effectiveness of the FINANCING CONTRACT in its tasks of SUPERVISION, FITEL can impose the penalty for each one of the prevented or limited visits. FITEL can discount that value in the immediate disbursement following to the date of the negative or limitation.
- 18.2.5.5 If THE CONTRACTOR fails to comply with the installation of the blocking software specified in Section 3.5.4 of the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK.
- 18.2.5.6 When THE CONTRACTOR fails to comply with the term of 30 DAYS, established in Section 5.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, to install the required service, a penalty of one tenth (0.1) of the UIT for each DAY of delay will be applied.
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18.2.5.7. For the non compliance of each one of the indicators established in Appendix N° 11 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, a penalty will be applied according to the following table:

N°	Indicator	Quality Parameter	Scope	Penalty
1	TIA – Incidence rate of troubleshooting for the service of access to Internet	Less than 10%	All the network	10 UIT x month
2	Latency	Less than 150 msec	Up to CPE	0.05 UIT x month x CPE
3	Packet loss	Less than 2%	To the subscriber	0.05 UIT x month x CPE
4	Up/Down Speed	Higher than 40% of hired speed	Up to CPE	0.05 UIT x mes x CPE

The verification of compliance of the indicators 2, 3 and 4 mentioned in the previous table will be in terms of monthly average value obtained for each one during the hours of peak charge.

18.2.5.8. The penalties, if any, will be added per indicator, for each one of the months of the supervised semester.

➤ **TRANSPORTATION NETWORK**

18.3. The penalties applicable for non compliance of THE TRANSPORT NETWORK will be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to indications made in the following provisions. In case that the amount of the penalties exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) DAYS, counted since the collection notification.

18.4. Failure Activities:

18.4.1 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to culminate the first advance or total delivery of the TRANSPORTATION NETWORK, a penalty of five (05) UIT for each DAY of delay will be applied.

18.4.2 In case that THE CONTRACTOR has not contracted or has not kept in force the insurance policies on the assets and elements that conform the TRANSPORTATION NETWORK according to Section 7.21 of the Seventh Clause of the FINANCING CONTRACT, FITEL will impose a penalty of five (05) UIT each time this obligation has not been complied.

18.4.3 In case THE CONTRACTOR fails to comply with the installation of the server for monitoring within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, or all the activities for the commissioning of it have not concluded, FITEL will impose a penalty of five (5) UIT. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.

- 18.4.4 In case THE CONTRACTOR fails to comply with the installation of the monitoring system within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, and users and keys, among others, or all the activities for the commissioning of this system are not concluded, FITEL will impose a penalty of five (5) UIT. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.
- 18.4.5 In case of non compliance of the activities to perform during the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK is due to a supposed Act of God or force majeure, or facts attributable to THE CONTRACTOR, it must send to FITEL the documentation that demonstrates it, within the following month of the event of non compliance. Furthermore, in order to assess the fact, THE CONTRACTOR must communicate the occurrence of the event, and propose the estimated days required for the compliance of said activities, within the first fifteen (15) days of the occurrence of the event.

Without said documentation, it will be impossible to demonstrate the Act of God and force majeure, or facts not attributable to THE CONTRACTOR, consequently the term will not be extended and the penalties will be applied according to the preceding sections of this Clause of the FINANCING CONTRACT, as applicable.

18.5 Penalties due to the Failure of Information delivery:

- 18.5.1 When THE CONTRACTOR fails to comply with the term established in Section 2.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the GENERAL TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.2 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit each DEFINITIVE TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.3 If THE CONTRACTOR fails to comply with the remission of the disaggregated costing of the ECONOMIC PROPOSAL of the TRANSPORTATION NETWORK, within the maximum term established in Section 2.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK. The delay by THE CONTRACTOR, will result in a penalty of one 1 UIT per each DAY of delay.
- 18.5.4 When THE CONTRACTOR fails to comply with the term established in Section 10.4 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit recommendations and the requested protocols, a penalty of one hundredth (0.01) of the UIT per each DAY of delay will be applied.
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- 18.5.5 When THE CONTRACTOR fails to comply with the term established in Section 14.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the TECHNICAL FILE, a penalty of one 1 UIT per each DAY of delay will be applied.
- 18.5.6 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of 1 UIT.
- 18.5.7 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of one (01) UIT.
- 18.5.8 If THE CONTRACTOR fails to deliver the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK according to the term foreseen in Section 15.9.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty equivalent to one hundredth (0.01) of the UIT per each DAY of delay for the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK.
- 18.5.9 If THE CONTRACTOR sends to FITEL, out of the time established in the FINANCING CONTRACT, the disaggregated information of investment costs of the TRANSPORTATION NETWORK or if it is inaccurate or false, FITEL will impose a penalty of ten (10) UIT.

➤ **COMPETENCE FACTORS**

- 18.6 In the case that THE CONTRACTOR has submitted as part of its TECHNICAL PROPOSAL, the installation of infrastructure to provide the services of the AWARDED PROJECT, in an additional amount of BENEFICIARY LOCALITIES, FITEL will impose a penalty of fifteen (15) UIT if THE CONTRACTOR fails to comply with the complete installation of any service of the AWARDED PROJECT within the term established. This penalty will not be applied if THE CONTRACTOR did not included said factor in the TECHNICAL PROPOSAL.
- 18.7 In case that THE CONTRACTOR has submitted, the delivery of tablets as referred to in the paragraph 9.1.1 of the TERMS ANS CONDITIONS as part of its TECHNICAL OFFER and fails to deliver the total number of items, FITEL will impose a penalty of fifteen (15) UIT per year of failure of delivery of the total amount of tablets.. This penalty will not be applied if THE CONTRACTOR did not include said factor.

18.8 Penalties for not keeping the GUARANTEES in force

If THE CONTRACTOR does not keep in force any of the GUARANTEES OF THE AWARDED PROJECT, FITEL will apply it a penalty according to the following formula:

$$\text{Penalty} = \frac{(\text{Guarantee Value}) \times (\text{number of Days in which the GUARANTEE is not in force})}{\text{UIT}}$$

18.9 Independence of penalties from administrative sanctions

The penalties foreseen in this FINANCING CONTRACT and its annexes, have different nature from the administrative sanctions that OSIPTEL, FITEL or any other public organism impose in the exercise of their powers.

18.10 Procedure of payment of penalties

- 18.10.1 The penalties may be discounted from disbursements indicated in the fourteenth Clause of the FINANCING CONTRACT. The payment of penalties does not imply a waiver of the right of FITEL to claim the compensation for damages, if any, neither its right to terminate the FINANCING CONTRACT, according to Section 19.2. of the nineteenth Clause of the FINANCING CONTRACT.
- 18.10.2 When there are penalties that are not covered by a pending disbursement of payment, or when there is no disbursement from which said penalties may be discounted, or in case that in the last four months of the OPERATION PERIOD there is any amount of penalties to collect by FITEL; THE CONTRACTOR must cancel the difference directly to FITEL in a term of fifteen (15) DAYS, counted since the notification of collection. In case of non compliance of said payment, we shall proceed to execute the GUARANTEE OF PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT for the Collection of the owed amount.
- 18.10.3 THE CONTRACTOR shall pay the penalties in NUEVOS SOLES.

NINETEENTH CLAUSE: CONCLUSION AND TERMINATION OF THE FINANCING CONTRACT

THE FINANCING CONTRACT may be declared as terminated due to the occurrence of some of the following grounds:

19.1 For expiration of the term of the FINANCING CONTRACT.

THE FINANCING CONTRACT will terminate, once the term referred in the Sixth Clause has expired and after the last disbursement at the CLOSURE OF THE FINANCING CONTRACT.

19.2 Termination by FITEL

19.2.1 FITEL may terminate THE FINANCING CONTRACT of full right by some of the following grounds:

- a) When THE CONTRACTOR is declared in a situation of bankruptcy before the Commission of Insolvency Proceedings of the National Institute of Defense of Competence and Intellectual Property– INDECOPI or the person acting as such.
 - b) Due to the lack of renewal of guarantees indicated in the Tenth Clause of the FINANCING CONTRACT.
 - c) Due to the unjustified non compliance of the DEFINITIVE SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK OR THE DEFINITIVE SCHEDULE OF ACTIVITIES OF THE TRANSPORT NETWORK; provided said non compliance assessed by FITEL, results in a non compliance of the activities within the INVESTMENT PERIOD of THE ACCESS NETWORK or within the INVESTMENT PERIOD of THE TRANSPORT NETWORK referred in the TECHNICAL SPECIFICATIONS.
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- d) For unjustified non compliance of the TECHNICAL SPECIFICATIONS and, in general, of the obligations agreed in the FINANCING CONTRACT.
 - e) For abandonment in rendering the service of access to Internet or, if applicable, of the access to Intranet, in some of the BENEFICIARY LOCALITIES or any of the MANDATORY PAID INSTITUTIONS for causes attributable to THE CONTRACTOR.
 - f) When there are deviations in the use of the AWARDED FINANCING, or is given a different destiny for which it was granted; without prejudice of the agreement made in the paragraph 10.2 of the Tenth Clause of the FINANCING CONTRACT.
 - g) For unjustified non compliance of the TECHNICAL PROPOSAL, except modifications established between the PARTIES.
 - h) When FITEL had knowledge that the company that leadered the CONSORTIUM did not had a minimum total participation of twenty five per cent (25%) in the legal person incorporated as THE CONTRACTOR, before three (03) years, counted since the CLOSING DATE.
 - i) For loss of the Concession of Public Telecommunications Service or loss of the registration in the registry of services of added value to provide the Public Telecommunication Services established in the TECHNICAL SPECIFICATIONS.
 - j) When the amount of penalties referred to the INVESTMENT PERIOD of THE ACCESS NETWORK or the INVESTMENT PERIOD of THE TRANSPORT NETWORK have exceeded the amount in force of the amount of the ADVANCE GUARANTEE and the PERFORMANCE BOND GUARANTEE of THE FINANCING CONTRACT, .
 - k) For inaccuracy or falsehood of the AFFIDAVITS submitted by THE CONTRACTOR in the BID, as BIDDER.
 - l) For non compliance of the obligations of CLOSURE OF THE FINANCING CONTRACT.
 - m) For reasons of convenience, importance or interest of the Peruvian Government, without being necessary the expression of cause in this case.
 - n) For refusing to transfer the ownership and title in favor of the MTC or of FITEL the ASSETS OF THE TRANSPORTATION NETWORK or of the ACCESS NETWORK respectively. This ground includes the negative to make the acts necessary to formalize or improve said transfers.
 - o) Refuse to provide all the facilities to the MTC, to FITEL and to the concessionaire of the operation of the TRANSPORTATION NETWORK that these require with the purpose to facilitate the bid and commissioning of said component of the AWARDED PROJECT.
- 19.2.2 In the cases of termination of the FINANCING CONTRACT indicated in the preceding Section, with exception of the provisions made in literal n), FITEL will be empowered to: (i) execute the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT referred in the Fourteenth Clause; and, (ii) require THE CONTRACTOR a compensation for damages caused due to its non compliance.
- 19.2.3 In case that THE CONTRACTOR has not acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK; and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e),) and m), THE CONTRACTOR shall return to FITEL the integrity of the AWARDED FINANCING disbursed until that time or, the guarantees will be executed.
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- 19.2.4 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK without proceeding to its installation and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e), and m), the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and will return the non executed part of the disbursement of the AWARDED FINANCING or, the guarantees will be executed.
- Exceptionally, and provided THE CONTRACTOR has conclusively proven to have use the totality of the disbursement of the AWARDED FINANCING in the acquisition of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, the PARTIES shall subscribe the corresponding award minutes.
- 19.2.5 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, and it has been installed and the FINANCING CONTRACT is terminated by virtue of paragraphs from a) to the literal o) of the preceding Section 19.2.1., as appropriate, the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.
- 19.2.6 In the case that THE CONTRACTOR has acquired and made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and the FINANCING CONTRACT is terminated by virtue of literal m) of Section 19.2.1., the PARTIES will subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR will keep the amount of the AWARDED FINANCING received in the part equivalent to the supply value.
- Likewise, in the case that THE CONTRACTOR has acquired but has not made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and/or FITEL has not delivered more than one disbursement, and the FINANCING CONTRACT is terminated by virtue of literal m) of the preceding Section 19.2.1., the PARTIES shall subscribe the corresponding award minutes, and the obligation of THE CONTRACTOR is to make in favor of FITEL the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT without FITEL can make other disbursements of the AWARDED FINANCING. In this assumption FITEL may decide to require the installation of the ASSETS OF THE ACCESS NETWORK and the TRANSPORTATION NETWORK.
- 19.2.7 In all the assumptions of termination by FITEL in which the corresponding award minutes is subscribed and the endorsement of the policies is made on the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK, it shall not be included neither in the minutes subscription neither in the endorsement in favor of FITEL of the policy those equipment and/or preexisting installations at the enactment of the FINANCING CONTRACT, that are used to provide the proposed services in the AWARDED PROJECT.
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The equipment and/or installations made by THE CONTRACTOR to provide services that are not required within the framework of the AWARDED PROJECT, are the ownership of THE CONTRACTOR.

19.3 Termination by THE CONTRACTOR

19.3.1 THE CONTRACTOR may terminate the FINANCING CONTRACT of full right, by the following grounds:

- a) Lack of some disbursement by FITEL, provided THE CONTRACTOR has complied with all the obligations indicated in the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR has corrected all the OBJECTIONS of the SUPERVISION REPORT; or,
- b) Non justified negative of FITEL to receive the INSTALLATION for a term greater than one hundred and twenty (120) DAYS; or,
- c) Before the delay of FITEL in the disbursement of a quota for more than one hundred and twenty (120) DAYS, for reasons not attributable to THE CONTRACTOR.

19.3.2 In such cases, THE CONTRACTOR will preserve the ownership of the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK and the disbursements effectively executed, prior reconciliation of balances; likewise, will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT; and, FITEL will be obliged to return the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT.

Likewise, having given any of the three cases indicated in the preceding Section, THE CONTRACTOR is obliged to continue providing the service according to the term and conditions indicated in its Concession Contract.

19.4 Termination by Mutual Agreement

The FINANCING CONTACT may terminate by mutual agreement, in which case, the ownership of the assets acquired with the AWARDED FINANCING will be transferred to FITEL and THE ASSETS OF THE TRANSPORTATION NETWORK will be transferred in favor of the MTC, remaining the same under the custody of FITEL until through a new bid, they are awarded. Likewise, in favor of FITEL will be the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.

Under this assumption, the PARTIES will perform the reconciliation of balances, if applicable.

In said assumption of termination, FITEL shall return the corresponding guarantee; likewise, the PARTIES declare that the payment for damages will not be claimed.

TWENTIETH CLAUSE: PROCEDURE FOR THE TERMINATION OF THE FINANCING CONTRACT

- 20.1 Prior to the termination of the FINANCING CONTRACT, the affected PARTY by the non compliance will send to the PARTY that has failed to comply, a notarial letter communicating the non compliance and terminating it of full right.
- 20.2 Regarding the assumptions foreseen in the nineteenth Clause of the FINANCING CONTRACT, FTEL may require to THE CONTRACTOR, to satisfy the provision subject matter of non compliance in a maximum term of fifteen (15) DAYS, and may establish higher terms attending exceptional circumstances upon determination of FTEL under penalty of terminating the FINANCING CONTRACT of full right according to the provisions set forth in Article 1429º of the Civil Code.
- 20.3 According to the provisions of Sections 3.20 and 3.21 of the third clause and Section 4.6. of fourth clause of the FINANCING CONTRACT in all cases of termination that are produced once the OPERATION PERIOD has begun and only in the case that FTEL requests it, THE CONTRACTOR must continue with the operation and maintenance for the term required by FTEL, which shall not exceed from eight (08) months, counted since the termination communication of the FINANCING CONTRACT, in order to guarantee the continuity of the Public Telecommunications Services. During said term, FTEL will continue delivering the corresponding financing for the proportional number of DAYS elapsed.
- 20.4 The indication made in the preceding section will be also of application for the assumption foreseen in literal a) of the paragraph 19.2.1 of the nineteenth Clause of the FINANCING CONTRACT, in which case, a temporary administration will be conformed of the AWARDED PROJECT composed by representatives of FTEL and will represent it before the Meeting of Creditors with the purpose to secure that THE CONTRACTOR continues with the provision of services established in this contract.
- During said term FTEL, and provided that the Meeting of Creditors agrees it, may continue delivering the corresponding financing for the proportional number of DAYS elapsed to the administration or liquidating entity appointed by the Meeting of Creditors according to Law N° 27809, General Law of the Bankruptcy System.
- 20.5 In all cases of termination of the FINANCING CONTRACT, a reconciliation of balances will be made until the termination date.

TWENTY-FIRST CLAUSE: CLOSURE OF THE FINANCING CONTRACT

- 21.1 Is the stage of execution of the FINANCING CONTRACT that will be made within the last semester of the OPERATION PERIOD and that will culminate with the conclusion of the FINANCING CONTRACT by the compliance of its obligations.
- 21.2 For the CLOSURE OF THE FINANCING CONTRACT, the PARTIES shall perform the following activities:
- i. THE CONTRACTOR shall correct the OBJECTIONS formulated by FTEL, in a maximum term of sixty (60) DAYS since its notification.
 - ii. Once the OBJECTIONS are corrected by THE CONTRACTOR, previously verified by FTEL, THE PARTIES within a maximum term of fifteen (15) DAYS, will reconcile the calculus and payment of penalties incurred by THE CONTRACTOR; and the financial liquidation of disbursements and payments to which the PARTIES are obliged.
 - iii. Once the information referred in the preceding literal ii) is reconciled, THE PARTIES, shall subscribe the agreement referred in Section 21.3. of this clause.
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- 21.3 The CLOSURE OF THE FINANCING CONTRACT will be formalized through the subscription of the corresponding agreement, in which the PARTIES declare that there are no outstanding obligations to comply and that the financial liquidation has been satisfactorily made.
- 21.4 On the ten (10) DAYS counted since the subscription of the agreement of the CLOSURE OF THE FINANCING CONTRACT, the last disbursement will be made and, later, in a maximum term of five (05) BUSINESS DAYS the corresponding guarantees will be returned.
- 21.5 In case of non compliance of the obligations for the CLOSURE OF THE CONTRACT, FITEL shall require to THE CONTRACTOR its compliance in a term no later than 15 DAYS, under penalty to terminate the FINANCING CONTRACT of full right, consequently it will forfeit the last disbursement and shall proceed to the execution of the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT

TWENTY SECOND CLAUSE: DISPUTE RESOLUTION

- 22.1. If there are controversies of any nature between THE CONTRACTOR and FITEL related or resulting from this FINANCING CONTRACT, that may not be settled by common agreement by both parties or if there is no mechanism of solution foreseen by this document, they will be decided by an arbitral tribunal in a legal arbitration.
- 22.2 The arbitration will be carried out by an Arbitral Tribunal composed by three (03) members.
- 22.3 The arbitration will be carried out according to the rules established in the Regulation of Arbitration of the Chamber of Commerce of Lima or in the Regulation of Arbitration of the Bar Association of Lima, of the AMCHAM or other chosen by FITEL or THE CONTRACTOR, according to the demand that comes from any of these parties.
- 22.4 The Arbitral Tribunal will be composed as follows:
- Each one of the PARTIES will appoint one arbitrator and they by common agreement, shall appoint a third arbitrator, who will chair the Arbitral Tribunal.
 - In case one of the PARTIES does not appoint its arbitrator within a term of ten (10) DAYS counted since the date in which one of them declares to the other in written its will to submit to this clause, the arbitrator who has not been appointed, will be appointed by the institution that is in charge of the Management of the arbitration process.
 - In case the PARTIES do not appoint the third arbitrator within a term of sixty (60) DAYS counted since the appointment of the second arbitrator, the third arbitrator will be appointed by the institution that is in charge of the management of the arbitration process.
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- 22.5 The Arbitral Tribunal shall have a term of ninety (90) BUSINESS DAYS since its installation to issue the corresponding arbitration award, which will be final. Likewise, the Tribunal may be in charge of accurately determining the controversy, and to grant an extension if necessary to issue the award.
- 22.6 The place of the arbitration will be the city of Lima. The language to be used in the arbitration process will be Spanish.
- 22.7 The Arbitral Tribunal, when issuing the arbitration award, shall determine the form in which the parties must assume the expenses and costs of the arbitration.
- 22.8 In case that any of the PARTIES decides to file an action for annulment against the arbitration award before the Judiciary, it must previously constitute in favor of the party or the opposite parties a Letter of Guarantee granted by a first category bank with headquarters in Lima, equivalent to US\$ 100,000.00 (One hundred thousand and 00/100 DOLLARS OF THE UNITED STATES OF AMERICA), which will be Joint and several, irrevocable, unconditional and automatically enforceable in case said resource, in final judgment, were not declared well founded. Said Letter of Guarantee must be in force during the process and will be delivered in custody to a notary of the city of Lima.
- 22.9 THE FINANCING CONTRACT is subscribed according to the legal regulations of the Republic of Peru, reason by which any controversy resulting from its performance, interpretation, execution, validity and effectiveness will be governed by these legal regulations.

The Public Telecommunications Services and the access to Internet provided by THE CONTRACTOR will be supplementary governed by the regulations in force in the country, including the regulations of continuity and quality of services, as well as the tax regime applicable to taxpayers of all the national territory and to the taxpayers of the municipalities or local governments of the country in everything not regulated in the FINANCING CONTRACT.

TWENTY THIRD CLAUSE : ASSIGNMENT OF THE FINANCING CONTRACT

- 23.1 THE CONTRACTOR may assign the FINANCING CONTRACT, and transfer or subrogate, totally or partially, the obligations under its charge, prior favorable opinion of FITEL.
- The approval of FITEL shall depend, among others, of aspects related to the financial situation of the benefitted company with the assignment of contractual position, transfer or total or partial subrogation of rights or obligations derived from the FINANCING CONTRACT.
- 23.2 THE CONTRACTOR is obliged to deliver to FITEL the information it may require, for purposes of the assignment and/or transfer of the FINANCING CONTRACT.
- 23.3 In case FITEL approves the assignment, transfer or indicated subrogation, an addendum must be subscribed to the FINANCING CONTRACT.
- 23.4 The new contractor, must comply with the same requirements established in the TERMS and the matters that correspond to the FINANCING CONTRACT.
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TWENTY FORTH CLAUSE: OTHER PROVISIONS

24.1 Integrant Parts of the Contract

The FINANCING CONTRACT includes its annexes. In the case that there is a contradiction between the Clauses and Annexes, the clauses shall prevail. Likewise, in case of discrepancy between the documents that conform it, the order of priority will be the following:

- a) The FINANCING CONTRACT.
- b) The TECHNICAL PROPOSAL.
- c) The CIRCULARS.
- d) The TECHNICAL SPECIFICATIONS.
- e) The TERMS.

The FINANCING CONTRACT may be elevated to the status of a notarized public document upon the decision of any of the PARTIES. In any case, THE CONTRACTOR shall bear the corresponding costs.

24.2 Waiver of Rights

The waiver of any of the PARTIES to one or more rights that correspond according to the FINANCING CONTRACT will only have effect if made in written and with duly notification to the other PARTY. If at any time one of the PARTIES waives or does not exercise a specific right indicated in the FINANCING CONTRACT, such conduct may not be considered by the other PARTY as a permanent waiver to enforce the same right or any other that corresponds according to the FINANCING CONTRACT.

In compliance of the aforementioned, and in exercise of the power of THE CONTRACTOR, it irrevocably and unconditionally waives to any diplomatic claim with relation to the FINANCING CONTRACT.

24.3 Modification of the Contract

The PARTIES agree to be available to introduce modifications to the FINANCING CONTRACT and its composing parts, by common agreement, when they deem as convenient. Any modification or amendment, total or partial, of the FINANCING CONTRACT and its composing parts will only have validity if is in written in the corresponding addendum and it is subscribed by the legal representative or a representative duly authorized of each one of the PARTIES.

24.4 Revocation of Contract

The parties expressly recognize that in the assumption that any of the clauses of the FINANCING CONTRACT lacks of the vice of nullity, said situation shall not determine the revocation of the FINANCING CONTRACT but only of the clause that is null, in which case the FINANCING CONTRACT will keep its full validity and enforceability. However, if the null clause affects the FINANCING CONTRACT, the parties may request to declare the revocation of it.

Similarly, if within a same clause of the FINANCING CONTRACT, any of the numerals of said clause lacks of the vice of nullity, said situation shall not determine the nullity of all the clause if said numeral could be removed without affecting the unit of the corresponding clause.

24.5 Intellectual Property

THE CONTRACTOR and FITEL exercise in equal conditions the intellectual property of the reports, and, in general, any document that THE CONTRACTOR prepares in compliance of the FINANCING CONTRACT, and any of the PARTIES exercise its right in their own benefit or of third parties.

THE CONTRACTOR may request to FITEL, the declaratory of confidentiality of the information, according to the provisions set forth in the applicable regulation.

TWENTY FIFTH CLAUSE: NOTIFICATIONS

- 25.1 All the notifications and communications related to the FINANCING CONTRACT, unless another mechanism or formality is expressly stated, will be made in written, and will be sent from and to the addresses, fax numbers and e-mails indicated in Section 25.3. of this clause, with the corresponding effects established in the same section.
- 25.2 Any of the PARTIES may modify the addresses, fax numbers and e-mails, prior communication in written to the other PARTY, sent in the form indicated in Section 25.4. of this clause, with the corresponding effects established in the same section.
- 25.3 All the notifications under the FINANCING CONTRACT will be delivered with acknowledgment of receipt, or with any other mechanism that credits the date of delivery of the notification, and will be effective on the date indicated in the corresponding acknowledgment of receipt.

For purposes foreseen in this clause, the parties indicate as their addresses and fax numbers the following:

FITEL

Attention: Technical Secretariat of FITEL
Address: Jr. Zorritos 1203, Lima 1.
Fax №: 615-7815
E-mail: fitel@mintc.gob.pe

CONTRACTOR:

Attention: Mr. ArieH Gad Rohrstock and Miss. Yveth Fiorella Romero Guia
Address: Av. Carlos Villarán No. 140, Floor No 12 from building "A" Interbank, district "La Victoria", Lima
Fax №: 266-0933
E-mail: yromero@gilatla.com and legalperu@gilatla.com

25.4 Any change of data of FITEL or of THE CONTRACTOR must be made through written communication sent to the other PARTY by notary and have effect since the following day of the date indicated in the corresponding acknowledgment of receipt.

The parties sign, in three copies, in agreement, in the city of Lima, on May 27th, 2015.

FITEL

THE CONTRACTOR

ANNEXES

- ANNEX N° 1 : BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS
 - ANNEX N° 2 : TECHNICAL PROPOSAL
 - ANNEX N° 3 : DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR
 - ANNEX N° 4 : ECONOMIC PROPOSAL
 - ANNEX N° 6 : ADVANCE GUARANTEE AND PERFORMANCE BOND OF THE FINANCING CONTRACT
 - ANNEX N° 7 : TECHNICAL SPECIFICATIONS
 - ANNEX N° 8 : TERMS THAT GOVERN THE BID
 - ANNEX N° 9 : CIRCULARS
 - ANNEX N° 10 : AFFIDAVIT OF RESPONSIBILITY
 - ANNEX N° 11 : PROCEDURE OF CALCULUS FOR AVAILABILITY
 - ANNEX N° 12 : FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK
 - ANNEX N° 13 : GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS
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ANNEX N° 1
BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS

ANNEX N° 2
TECHNICAL PROPOSAL

ANNEX N° 3
DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR

ANNEX N° 4
ECONOMIC PROPOSAL

ANNEX N° 5
ADVANCE PAYMENT GUARANTEE AND

PERFORMANCE BOND OF THE FINANCING CONTRACT

ANNEX N° 6
TECHNICAL SPECIFICATIONS

ANNEX N° 7
TERMS THAT GOVERN THE BID

ANNEX N° 8
CIRCULARS

**ANNEX N° 9
AFFIDAVIT OF RESPONSIBILITY**

Reference: Section 11.1 of the Eleventh of the FINANCING CONTRACT

By this document, name or corporate name of the contractor, declare under oath the following:

- That, will inform to FITEL about the implementation of THE AWARDED PROJECT through the participation of subcontractors or other forms of outsourcing.
- That, assumes the responsibility of the compliance of the contractual obligations of the subcontractor or of other natural or legal persons with whom he shall subscribe outsourcing contracts for the implementation of the AWARDED PROJECT.
- That, will not allege breach of subcontractors and of natural or legal persons with whom he shall subscribe outsourcing contracts to evade the obligations assumed in the FINANCING CONTRACT.

Place and date: Lima., 2015

Entity
Name of THE CONTRACTOR

Name
Legal Representative of THE CONTRACTOR

Signature
Legal Representative of THE CONTRACTOR

ANNEX N° 10
PROCEDURE OF CALCULUS FOR AVAILABILITY

The availability for the telecommunications services of the AWARDED PROJECT shall take into account the cases in which the interruption of the service is due to the lack of electric fluid, under the following considerations:

Localities with conventional electric energy:

In this case THE CONTRACTOR should try to have an independent meter with the purpose that the operability of the equipment does not depend of the action of third parties.

In this assumption, if there is a cut of electric fluid, after the time of autonomy of the system of electric support has concluded indicated in the TECHNICAL SPECIFICATIONS, the interruption will not be counted until the replacement of the conventional electric energy.

To credit an electric cut it will be enough to submit a report of alarm of the system of management and monitoring of the implemented network. In case that the system of management and monitoring do not allow distinguishing the kind of alarms, THE CONTRACTOR must submit proof of accreditation signed by the concessionaire of electric energy or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In the cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the system of electric support, reducing the time of autonomy of the system, the time of interruption will not be considered from the cut of the service, provided it is determined that the origin is due to the cut of electric energy.

In those cases in which the electric energy is provided by a settler, town or any other third party different to the energy concessionaire, THE CONTRACTOR assumes the responsibility of the energy cut due to causes that are different to the aforementioned.

Localities without conventional electric energy:

THE CONTRACTOR according to the TECHNICAL SPECIFICATIONS will propose in its TECHNICAL PROPOSAL the design of the energy system that allows guaranteeing the availability of the services according to the requirement of the TECHNICAL SPECIFICATIONS.

In cases where there is a service cut within the time of autonomy of the electric system, the interruption will be counted within the period of availability of the services.

To demonstrate an energy system cut implemented by, but not attributable to THE CONTRACTOR, THE CONTRACTOR must submit proof of accreditation signed by the MANDATORY PAID INSTITUTION or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In some cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the electric system, reducing the time of autonomy of the system, the time of interruption will not be considered since the service cut, provided it is determined that the origin is due to an inadequate load of the batteries.

In cases in which the interruption of the service is due to climatological factors, the following points will be taken into account:

If the energy cut is due to the solar incidence in the transmission equipment, the interruption will not be counted provided the occurrence of this event is credited with the submission of a report or document of a specialized organism, public or private (previously approved by FIDEL) indicating the anomaly of solar radiation and the effects it will produce.

If the cut is due to the absence of sunlight that do not allow the load of the batteries through solar panels, the interruption will not be counted provided a document of a specialized organism is submitted or the Affidavit of any authority of the locality or district, certifying the absence of sunlight.

Availability Schedule of the Service.

Within the Schedule in which the TECHNICAL PROPOSAL has not considered available, the equipment will not be counted with any interruption.

To determine the time of total interruption, we shall add all the service cuts higher than one third of the estimated availability for each day.

ANNEX N° 11
 FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	INFRASTRUCTURE OF STATIONS						
	Tower Type 1						
	Tower Type 2						
	Tower Type 3						
	Tower Type 4						
	Tower Type 5						
	Anchor						
	Support						
	Others						
II	ASSOCIATED CIVIL WORKS						
	Perimeter Enclosure						
	Physical Edge security						
	Booths						
	Tower Base						
	Inst. of support Bracket type for antenna of RF.						
	Others						
III	MANPOWER						
	Installation of towers						
	Associated civil works						
	Material haulage						
	Equipment haulage						
	Others						
IV	LICENSES AND PERMITS						
	Municipal permits						
	SERNANP						
	CIRA						
	Others						
V	Energy and security system of Stations						
	Place conditioning						
	Batteries bank						
	UPS						
	Generators						
	Fuel tank						
	Electrical panels						
	Rectifiers						
	Ground						
	Light facilities						
	Lightning rod						
	Solar panels						
	Ground installation						
	Electric network installation						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Optical Equipment						
	Switches and routers of connection to the transportation network						
	Connectors						
	Others						
II	Radio Equipment						
	Ptp Radios						
	Base Radios						
	AP Radios						
	Antennas						
	Connectors						
	Amplifiers						
	Others						
III	MANPOWER						
	Radios installation						
	Network configuration						
	Others						
IV	User Modules						
	Computers						
	UPS						
	Switch and cables						
	Others						
V	Management Center						
	Management system of radios						
	Management system of the electric part						
	Management system of security and alarms						
	Servers						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary price S/.	Total Price \$	Total Price S/.
I	Preparation of plans and methodology						
	Training Awareness WEB applications Others						
II	Execution of activities						
	Cost of training service Cost of awareness service Amounts of diffusion contracts. Servers, etc. Others						
III	Modules						
	Computers UPS Switch and cables Others						
IV	Management Center						
	Management System of Radios Management system of the electric network Management system of security and alarms Others						

Item	Optical Fiber	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Acquisition						
	Optical Fiber x reel Optical Equipment (detail per type) Switches Connectors Others						
II	Nodes						
	Conditioning Cabinets Air conditioning system Fire system Cables Security system Others						
III	Manpower						
	Installation of fiber Equipment installation Others						

ANNEX N° 12
GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS AND BENEFICIARY LOCATIONS

1. THE CONTRACTOR has the obligation to provide the service of access to Internet to each one of the MANDATORY PAID INSTITUTIONS located in the BENEFICIARY LOCALITIES according to Annex 01 of the FINANCING CONTRACT.
 2. The changes of the MANDATORY PAID INSTITUTIONS operate in the following cases:
 - 2.1 That the MANDATORY PAID INSTITUTION already has the service of access to Internet and declares that it does not want to hire the service to THE CONTRACTOR at least during the INVESTMENT PERIOD of the AWARDED PROJECT.(This is during the INVESTMENT PERIOD of the ACCESS NETWORK and during the INVESTMENT PERIOD of the TRANSPORT NETWORK).
 - 2.2 That the MANDATORY PAID INSTITUTION put impediments to the installation of the equipment for any none justified reason.
 - 2.3 That for any reason, whether technical or by impediment of the population or authorities, among others, the station (POP) may not be installed that will supply the service to the BENEFICIARY LOCALITY, and in this case they should make the change of all the MANDATORY PAID INSTITUTIONS. In which case a change of BENEFICIARY LOCATION will take place.
 - 2.4 In all the aforementioned cases, FITEL will assess and determine if said changes proceed, communicating to THE CONTRACTOR its approval.
 3. The MANDATORY PAID INSTITUTIONS of replacements may be proposed by THE CONTRACTOR and will be given preference according to the following considerations:
 - 3.1 The replacements of the MANDATORY PAID INSTITUTIONS will be given preferably within the same BENEFICIARY LOCALITY.
 - 3.2 The educational institutions may be only replaced by another educational institution, in this case THE CONTRACTOR may solicit FITEL the exchange for another academic institution located in another BENEFICIARY LOCATION
 - 3.3 The MANDATORY PAID INSTITUTIONS different to the educational institutions may be replaced by police stations, posts, municipalities or others, in the same or different locality.
 4. In no case THE CONTRACTOR may require additional financing to FITEL basing it in the replacement of some MANDATORY PAID INSTITUTION or some BENEFICIARY LOCATION.
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**ANNEX N° 5 OF THE BID TERMS
CONTENT OF ENVELOPE N° 3**

**LETTER OF PRESENTATION OF THE ECONOMIC PROPOSAL
(Form for Assessment of ECONOMIC PROPOSALS of SUITABLE BIDDERS)**

Lima, February 24th 2015

Messrs.
ProInversión Committee in Project of Energy and Hydrocarbons PRO CONECTIVIDAD
Agency for Promotion of Private Investment - ProInversión
Present-

Reference: Public Tender for the execution of the Projects "Broadband Installation for Comprehensive Connectivity and Social Development of the Ayacucho Region".

SHORTLISTED BIDDER: **CONSORCIO GILAT.**

Dear Sirs:

According to the BID TERMS and to all the information contained thereof, we submit our ECONOMIC PROPOSAL, in the following terms:

TECHNICAL PROPOSAL			
COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
Localities additional	Number	Forty six	46
Tablets	Number	One hundred sixty nine thousand five hundred fifty	169, 550
ECONOMIC PROPOSAL			
COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
FINANCING OF THE TRANSPORTATION NETWORK	US\$	Thirty seven million eight hundred fifty nine thousand one hundred seventy and 00/100	37 859 170.00
ACCESS NETWORK FINANCING	US\$	Sixty eight million five hundred fifty five thousand two hundred forty and 00/100	68 555 240.00
The figures will be written with a maximum of two (02) decimals.			
BONUS FOR ADVANCEMENT PERFORMANCE OF THE INSTALLATION STAGE			
CALENDAR DAY	UNITS	IN LETTERS	IN NUMBERS
Number of calendar days reduction	calendar days	Sixty	60

We declare that the ECONOMIC PROPOSAL will be valid and firm for a minimum period of one hundred and fifty (150) days, counted since the date of the reception act of Envelopes N° 2 and N° 3 and opening of Envelopes N° 2, and we are committed to extend it compulsorily if the COMMITTEE provides it.

We accept that this ECONOMIC PROPOSAL is incorporated to the FINANCING CONTRACT in all its terms and conditions without any exception and that it has the nature of an affidavit.

Cordially yours,

Entity : **CONSORCIO GILAT**
SHORTLISTED BIDDER

Name : ARIEH GAD ROHRSTOCK
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Name : YVETH FIORELLA ROMERO GUIA
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Note: If there is any discrepancy between a figure expressed in numbers and in letters, shall prevail the amount expressed in letters.

REPUBLIC OF PERU



TELECOMMUNICATIONS INVESTMENT FUND



PRIVATE INVESTMENT PROMOTION AGENCY

FINANCING AGREEMENT

PUBLIC BID

PRIVATE INVESTMENT PROMOTION PROCESS FOR IMPLEMENTATION OF THE PROJECT:

**“INSTALLATION OF BROADBAND FOR COMPREHENSIVE
CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE
APURIMAC REGION”**

PROINVERSION COMMITTEE FOR ENERGY AND HYDROCARBONS PROJECTS - PRO CONNECTIVITY

May 2015

FINANCING AGREEMENT FOR THE PROJECT:

“INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE APURIMAC REGION”

This document certifies the Non-Reimbursable Financing Agreement for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region" (hereinafter the FINANCING AGREEMENT) entered into by the Telecommunications Investment Fund (hereinafter FITEL), with RUC (Peruvian Taxpayer Registration) No. 20514935590 and domiciled at Jr. Zorritos No. 1203, Lima 01, represented by its Technical Secretary LUIS ANDRES MONTES BAZALAR, identified with DNI (National ID Card) No. 10476312, under the provision given in Paragraph 15 of Article 9 of Supreme Decree No. 036-2008-MTC, and the other, the company GILAT NETWORKS PERU S.A. (hereinafter the CONTRACTOR), registered in the city of Lima, Peru, with Peruvian Taxpayer Registration No. 20600386442, domiciled at Av. Carlos Villarán No. 140, floor No. 12 from building "A" Interbank represented by its General Manager, Mr. Arie Gad Rohrstock, identified with National ID Card No. 000105760, and its Chief Legal Counsel, Mr. Yveth Fiorella Romero Guia, identified with National Identity Card No. 41358105 acting according to the powers dated 15/05/2015, entered in Entry No. 13431090 of the Registry Office of Lima.

The FINANCING AGREEMENT is held to the terms and conditions specified in the following clauses:

FIRST CLAUSE: BACKGROUND AND LEGAL FRAMEWORK:

- 1.1. FITEL is a fund for the provision of universal access, meaning access in the national territory to a set of essential telecommunications services, capable of transmitting voice and data, which has, among its objectives, reducing the gap in access to telecommunications services in rural areas and in places considered of social interest.
 - 1.2. By Law No. 28900 was granted to FITEL the status of legal entity of public law. FITEL is assigned to the Transport and Communications Sector. The above mentioned law was regulated by Supreme Decree No. 010-2007 MTC.
 - 1.3. The Regulation for the Administration and Functions of the Telecommunications Investment Fund - FITEL, approved by Supreme Decree No. 036-2008-MTC
 - 1.4. The "Guidelines of the policy for the opening of the telecommunications market in Peru", approved by Supreme Decree No. 020-98-MTC, published on August 5th, 1998 and its amendments.
 - 1.5. Also, the "Guidelines of policies to promote greater access to Public Telecommunications Services in rural areas and places of preferential social interest", approved by Supreme Decree No. 049-2003-MTC published on August 17th, 2003, indicate that its goal is to accelerate the incorporation, under equal conditions, of populations in rural areas and of social interest, to the opportunities offered by Information Technology and Communication, promoting their integration into the public telecommunications network.
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- 1.6. By Supreme Decree No. 024-2008-MTC, published on August 16th, 2008, was approved the General Regulatory Framework to promote the development of Public Telecommunications Services in rural areas and places of social interest.
 - 1.7. Ministerial Resolution No. 224-2012 MTC/01, published on May 12th, 2012, whereby the Institutional Strategic Plan of Transportation and Communications Sector was approved, which establishes as one of the specific objectives "to promote the deployment of telecommunications infrastructure and services that enable connectivity and virtual integration of the country, prioritizing areas of social interest and borders"; specifying as target to achieve by 2016, that Peru has 100% districts served by at least one telecommunications service.
 - 1.8. Law N° 29904, Law for Promotion of Broadband and Construction of the National Fiber Optic Backbone Network stated as a public necessity and national interest, the construction of a National Fiber Optic Backbone Network which gathers together all the capitals of the provinces of the country and the deployment of high-capacity networks that integrate all districts to enable broadband connectivity fixed and/or mobile and mass distribution across the country, in terms of competition.
 - 1.9. With Supreme Decree No. 014-2013-MTC was approved the Regulation of Law No. 29904 – Law for Promotion of Broadband and the Construction of the National Fiber Optic Backbone Network.
 - 1.10. Law No. 30228, amending Law No. 29022 –Law to expand telecommunications infrastructure, called Law to enhance the expansion of Telecommunications Infrastructure.
 - 1.11. With Official Letter No. 1179-2014 MTC/24, dated July 2nd, 2014, PROINVERSIÓN was commissioned to prepare the TENDER for selecting the Operator who will be responsible for implementing the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region"
 - 1.12. Supreme Resolution No. 037-2014_EF dated August 18th, 2014-EF, published on August 19th, 2014, whereby the resolution adopted at the meeting of the Steering Council of PROINVERSIÓN of July 14th, 2014, which incorporated to the process of Private Investment Promotion of the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region"
 - 1.13. Supreme Resolution No. 043-2014-EF, published on August 26th, 2014, ratified the agreement that determined the modality under which the private investment promotion in the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region", will be established in paragraph a) of Article 2 of Legislative Decree No. 674; and the Agreement that approved the Promotion Plan of the Project.
 - 1.14. Under PROINVERSION Agreement No. 622-4-2014-CPC, dated August 27th, 2014 the Steering Council of PROINVERSION agreed to approve the Terms and Conditions of the Tender of the private investment promotion process for the implementation of the project: "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region".
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- 1.15. Under the Agreement of the PROINVERSION Energy and Hydrocarbons Committee - PRO CONNECTIVITY Committee, No. 233-3-2014-Telecommunications, dated December 1, 2014, the Consolidated Text of the tender process Terms and conditions was approved for the process of promotion of private investment for the execution of the project: " Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region " which incorporated the amendments to these rules which to date have been submitted to Bidders.
- 1.16. Under the Agreement Proinversion No. 658-3-2015-CPC dated January 20th, 2015 the PROINVERSION Board agreed to approve the final version of the financing contract for the process of promotion of private investment for the execution of the project: "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region ".
- 1.17. By Resolutions of the Board of OSIPTEL No. 003-2015-CD / OSIPTEL and 004-2015-CD / OSIPTEL published with date January 11, 2015, the top rates of transport services and internet access were established respectively, corresponding to regional projects Fiber Optic backbone network

SECOND CLAUSE: DEFINITIONS

All references herein to Clause, Number, Literal, Exhibit and Appendix should be understood as Clauses, Paragraphs, literals, Appendices and Exhibits contained in the FINANCING AGREEMENT, unless expressly stated otherwise.

For the purposes of the FINANCING AGREEMENT and its proper interpretation, the capitalized terms shall be as defined precisely for each one in the same and in the list of definitions provided in Paragraph 1.3. of the TERMS AND CONDITIONS.

The terms that are not expressly defined shall have the same meaning assigned to them by technical language or meaning assigned according to relevant applicable laws or, alternatively, in their natural and obvious sense, according to the general use of them. In the text of the FINANCING AGREEMENT the terms denoting singular also include the plural and vice versa, as long as the context requires.

In the FINANCING AGREEMENT, the following terms shall have the meanings indicated:

- 2.1 MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS: It is the document prepared by FITEL whereby the CONTRACTOR transfers ownership of NETWORK ACCESS ASSETS to FITEL, AT THE END OF FINANCING AGREEMENT or when any assumption of Section Nineteenth occurs.
 - 2.2 MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS: The document through which the CONTRACTOR transfers to MTC, the ownership and control of the TRANSPORT NETWORK ASSETS, once the Concession Agreement has been signed between the MTC and the Concessionaire for the operation of the TRANSPORTATION NETWORK or when any of the assumptions of the nineteenth Clause of the FINANCING AGREEMENT occur. This act will be subscribed between the CONTRACTOR and FITEL who will subscribe it in representation of MTC
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- 2.3 MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF ACCESS NETWORK: It is the document signed by the CONTRACTOR and FITEL by which the former accepts the results reported in the ACCESS NETWORK SUPERVISION REPORT corresponding to the installations performed. Also, with the signing of this document, compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS, corresponding to the ACCESS NETWORK are certified. The model of the minutes is shown in Exhibit No. 4 ,annex 8B of the Terms and conditions and may be amended, being FITEL who finally determines its final content.
 - 2.4 MINUTES OF CONFORMITY OF THE INSTALLATION AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK: The document prepared by FITEL and signed by the CONTRACTOR and FITEL by which the former accepts the results stated in the TRANSPORTATION NETWORK SUPERVISION REPORT corresponding to the installations made. This document also certifies compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS for total TRANSPORTATION NETWORK. The model of the minutes shown in Exhibit No. 5 of the Annex 8A of the terms and conditions and may be modified, being FITEL who finally determines its final content.
 - 2.5 INSTALLATION MINUTES OF NETWORK ACCESS: Is the document that indicates and credits compliance with the installation and operation of any infrastructure, equipment, hardware, software and other information needed to provide access to Internet and Intranet access offered by the ACCESS NETWORK. It is prepared by the CONTRACTOR, approved by FITEL, and signed by both. It is also an Affidavit.
 - 2.6 INSTALLATION MINUTES OF TRANSPORTATION NETWORK: Is the document that credits and indicates the compliance with the installation and operation of the major components of the TRANSPORTATION NETWORK. It is made by the CONTRACTOR for each node as well as for the Network Operations Center (NOC) and MAINTENANCE CENTER. The INSTALLATION MINUTES OF TRANSPORTATION NETWORK are signed by the CONTRACTOR and FITEL. It is also an Affidavit.
 - 2.7 EXPANSION OF THE AWARDED PROJECT: Is the incorporation of new BENEFICIARY LOCALITIES and/or district capitals, in the area of influence of the project, which will involve additional subsidy of up to 20% of the FINANCING AWARDED, prior technical appraisal and approval of FITEL. Regarding the ACCESS NETWORK, this extension may be requested by any of the PARTIES within the ACCESS NETWORK INVESTMENT STAGE and regarding the TRANSPORTATION NETWORK within the first six (6) months of the TRANSPORTATION NETWORK INVESTMENT STAGE.
 - 2.8 ACCESS NETWORK ASSETS: These are the assets comprised of metal structures, self-supporting towers, bases foundation, the lot where those structures are placed and all passive elements which make up the NETWORK ACCESS and will be owned and domain of FITEL after the signing of MINUTES OF AWARD OF NETWORK ACCESS ASSETS. The active equipment is owned and domain of the CONTRACTOR.
 - 2.9 TRANSPORTATION NETWORK ASSETS: Means all real or personal property that integrates the TRANSPORTATION NETWORK, according to the provisions of the TECHNICAL SPECIFICATIONS of the TRANSPORT NETWORK. These assets will be owned by MTC after the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS between the CONTRACTOR and FITEL, who will subscribe the act representing the MTC.
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- 2.10. CLOSURE OF THE FINANCING AGREEMENT: It's the process by which the PARTIES agree the completion of their contractual rights and obligations. This procedure will take place during the second half of OPERATION PERIOD; as such, it will be understood as a stage within this period.
- 2.11. FINANCING AGREEMENT: It is the legal relationship held between FITEL and the CONTRACTOR, whose purpose is to regulate:
- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the relevant TECHNICAL SPECIFICATIONS;
 - b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
 - c) The implementation of CAPACITY BUILDING; and
 - d) The use of the AWARDED FUNDING for implementing the Awarded Project.
 - e) The disbursement of the AWARDED FUNDING to the CONTRACTOR by- FITEL
- 2.12. DAYS: It should be understood as calendar days (working days, non-working and holidays), unless expressly stipulated otherwise.
- 2.13. WORKING DAYS: It should be understood to days other than Saturday, Sunday or nonworking holiday in the city of Lima (including non-working days for the public administration). Also understood as holidays, those calendar day on which banks in the city of Lima, are not obliged to serve the public by order of governmental authority; and holidays established by the competent authority of the Apurimac Region.
- 2.14. The CONTRACTOR: Is the legal entity awarded the tender with whom FITEL signs this FINANCING AGREEMENT and who will implement the AWARDED PROJECT.
- 2.15. INSTALLATION STAGE: The time in which the CONTRACTOR displays the infrastructure, equipment and other items in the ACCESS NETWORK and TRANSPORTATION NETWORK fulfilling the provisions of the TECHNICAL SPECIFICATIONS. The deadline for completion of this stage is the indicated in the Technical Proposal, which shall not be less than 10 months nor more than 12 months since the DATE OF CLOSURE.
- 2.16. DATE OF CLOSURE: The date, place and time to be carried out the acts set forth in Paragraph 11.3 of the TERMS AND CONDITIONS.
- 2.17. FINANCING AWARDED: Is the amount of the FINANCING granted for the TRANSPORTATION NETWORK and ACCESS NETWORK that corresponds to the the AWARDED PROJECT, as provided in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, FITEL and OSIPTEL. (which are established in the TUO of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUO of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute.
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- 2.18. ACCESS NETWORK FINANCING: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FTEL must deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. This includes the necessary financing for the CONTRACTOR to acquire, install, operate and maintain and run the THE ACCESS NETWORK and implements the CAPACITY BUILDING, providing all the services involved in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, OSIPTEL and FTEL. (which are established in the TUE of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUE of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FTEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute)
 - 2.19. FINANCING OF THE TRANSPORTATION NETWORK: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FTEL shall deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. Includes the necessary financing for the CONTRACTOR to purchase and install the TRANSPORTATION NETWORK in line with the TECHNICAL SPECIFICATIONS. This includes all taxes.
 - 2.20. ADVANCE PAYMENT GUARANTEE: The joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussion or division, and automatic enforceable on behalf of FTEL, that the CONTRACTOR shall deliver on the CLOSING DATE to ensure the correct use of first disbursement of the FINANCING OF THE ACCESS NETWORK and the TRANSPORT NETWORK in accordance with the provisions of this FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
 - 2.21. PERFORMANCE BOND OF THE FINANCING AGREEMENT: Is the joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussio or division, and of automatic enforceable on behalf of FTEL, that the CONTRACTOR shall deliver at the CLOSING DATE, in order to support the compliance with obligations under the FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
 - 2.22. MANDATORY PAID INSTITUTION: Is the public institution referred to in Exhibit 8B of the TERMS AND CONDITIONS, in which the CONTRACTOR undertakes to install the necessary equipment and provide services of the AWARDED PROJECT during the term of the FINANCING AGREEMENT.
 - 2.23. APPLICABLE LAW: These are the standards listed in Paragraph 1.4. of the TERMS AND CONDITIONS, including its amendments, and any other according to the Peruvian laws applicable.
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- 2.24. **BENEFICIARY LOCALITIES:** are the locations where the CONTRACTOR, according to the terms of this FINANCING AGREEMENT, must install, operate and maintain the services offered in AWARDED PROJECT. These areas are included in the list contained in Exhibit 1 of this FINANCING AGREEMENT. The ADDITIONAL BENEFICIARY LOCALITIES offered by the CONTRACTOR become BENEFICIARY LOCALITIES from the moment of the signing of the FINANCING CONTRACT.
- 2.25. **MTC:** Is the Ministry of Transportation and Communications.
- 2.26. **APPLICABLE REGULATIONS:** These are the APPLICABLE LAWS and any other that, under the law, is applicable to the performance of the FINANCING AGREEMENT, including standards of quality and continuity of services and the tax regime applicable to taxpayers in the country and taxpayers of local and regional governments in the country that is not governed by FINANCING AGREEMENT.
- 2.27. **PARTY:** FITEL or the CONTRACTOR, as applicable.
- 2.28. **PARTIES:** FITEL and the CONTRACTOR equally.
- 2.29. **INVESTMENT PERIOD OF THE ACCESS NETWORK:** It is the period, the maximum length is fourteen (14) months from the CLOSING DATE, comprising the activities referred to in INSTALLATION STAGE and supervision activities to approve the installations made, referred to in the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK; finishing with the signing of the MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF THE ACCESS NETWORK.
- 2.30. **INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK:** is the period, which maximum length is fourteen (14) months from the CLOSING DATE, comprising the activities covered by the INSTALLATION STAGE and monitoring activities to give according to installations made as referred to in the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK; culminating with the signing of the MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK.
- 2.31. **PERIOD OF OPERATION:** The duration of one hundred twenty (120) months from the day following the completion of the ACCESS NETWORK INVESTMENT PERIOD. In which the CONTRACTOR will operate and maintain the ACCESS NETWORK to ensure its operation and provision of services comprising the AWARDED PROJECT. In this period of time, the services will be provided commercially.
- 2.32. **TRIAL PERIOD:** The time when THE CONTRACTOR will operate and maintain, if applicable, the TRANSPORTATION NETWORK for the exclusive use of the AWARDED PROJECT and allow the operation of the ACCESS NETWORK. This period shall not exceed twelve (12) months, which start from the day following the completion of the TRANSPORTATION NETWORK INVESTMENT PERIOD, culminating with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS.
- 2.33. **PROINVERSIÓN:** Private Investment Promotion Agency, an organization referred to in Law No. 28660 and the Ministerial Resolution No. 083-2013-EF/10 or regulations that substitute them.
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- 2.34. AWARDED PROJECT: Is the PROPOSAL of the QUALIFIED BIDDER declared the winner of the Award by the COMMITTEE
- 2.35. ACCESS NETWORK: The telecommunications network implemented according to the criteria in the appropriate TECHNICAL SPECIFICATIONS, which allows the end user to access the public telecommunications services and access to intranet of the AWARDED PROJECT, using the TRANSPORTATION NETWORK.
- 2.36. TRANSPORTATION NETWORK: This is the high-speed network of availability and reliability, designed based on the laying of fiber optic redundancy scheme and points of presence in the district capitals, as provided in Section 7.4 of Article 7 of law No. 29904. This will be deployed by the CONTRACTOR in the BENEFICIARY LOCATIONS.
- 2.37. UIT: It is the Tax Unit

THIRD CALUSE: STATEMENTS OF THE CONTRACTOR

- 3.1. The CONTRACTOR states that is a legal entity duly incorporated under the regulations of the Republic of Peru, having proved its existence and its representation according to law and is duly authorized and able to assume the obligations under the FINANCING AGREEMENT to exercise technical, commercial and financial activities, in the implementation of the AWARDED PROJECT.
 - 3.2. The CONTRACTOR acknowledges and agrees that it is the decisive reason of FITEL for the celebration of the FINANCING AGREEMENT that, in the terms stipulated therein, in their Technical Proposal and in the TECHNICAL SPECIFICATIONS, the CONTRACTOR must perform the design, procurement and installation of networks, equipment and access services to the Internet and Intranet, to implement CAPACITY BUILDING, and keep them in operational terms, performing the corresponding preventive, predictive and corrective maintenance, so that the Peruvian State has the deployed optical fiber in the case of TRANSPORTATION NETWORK and that the BENEFICIARY LOCATIONS and MANDATORY PAID INSTITUTIONS have the infrastructure and equipment properly installed and fully operational in the case of ACCESS NETWORK.
 - 3.3. The CONTRACTOR has the authorization certificates that allow it to provide the services to which it is bound according to the TECHNICAL SPECIFICATIONS.
 - 3.4. The CONTRACTOR is committed to install the networks OF THE AWARDED CONTRACT and provide the services in the quality conditions established in the TECHNICAL SPECIFICATIONS.
 - 3.5. The CONTRACTOR states that its representative, who signs the FINANCING AGREEMENT, is duly authorized, that its subscription has been authorized by its Board of Directors (or the highest authority of the company) and, with his signature, requires no further action or approval to ensure their validity and to comply with the obligations in the same.
 - 3.6. The CONTRACTOR states that for the subscription of the FINANCING AGREEMENT and compliance with contractual obligations, it does not require legal authorization or regulatory authority of any foreign country in which any of its shareholders is incorporated or has its principal place of business and which is not contrary to any law or regulation in such country.
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3.7. The CONTRACTOR states that to fulfill the FINANCING AGREEMENT there are no:

- Laws, statutes, regulations, rules, orders, judgments, awards, resolutions, administrative sanctions or restrictions by any authority, provisions in the statutes or regulations of the CONTRACTOR, covenants, contracts, agreements or other acts or events of any nature that are binding on the CONTRACTOR or affecting its affiliates or subsidiaries or their property or prohibit, restrict, limit, oppose, affect, impair, or in any way impede the execution and performance of the terms and conditions of the FINANCING AGREEMENT.
- Neither actions, suits, investigations, litigation or proceedings pending or threatened before courts, arbitral court or governmental authority; that prohibit, restrict, limit, oppose, affect, impair, or in any way prevent the execution and performance of the terms and conditions of the FINANCING AGREEMENT.

3.8. The CONTRACTOR acknowledges and agrees that the nature and regime of the FINANCING AGREEMENT determines that, although during their term changes in the APPLICABLE REGULATIONS occur, including changes in the regulation of the telecommunications sector and the tax regime affecting its business and/or economic performance, such circumstances do not give you the right to claim or requests for modifications to the FINANCING AGREEMENT under the assumptions of economic-financial hardship or other provision of legal concepts of a similar nature, either before the FITEL, its officers or other State agency.

The CONTRACTOR states that it assumes all risks associated with these changes and, consequently, may not submit to FITEL or other administrative authority, arbitral court or jurisdictional body, any claim that has been clearly informed of this possibility and accepts it.

3.9. The CONTRACTOR recognizes that directly or indirectly has the economic, financial and technical capacity to perform the obligations under the FINANCING AGREEMENT and other obligations under the TECHNICAL SPECIFICATIONS and those obligations arising from the PROPOSAL under which was declared AWARDEE of the PROJECT INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE AYACUCHO REGION”

3.10. The CONTRACTOR states having no impediment to contract pursuant to Article 1366° regulated by the Civil Code and that is not administratively sanctioned with temporary or permanent disqualification from exercising their rights to contract with the State.

3.11. In the event that, after the signing of the FINANCING AGREEMENT, false statements in the preceding paragraphs are established, it will be terminated automatically, by operation of law, applying the provisions of the nineteenth Clause, proceeding FITEL to enforce the guarantees to be granted under this FINANCING AGREEMENT.

- 3.12. The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC, with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS. This act will be subscribed between THE CONTRACTOR and FITEL, who will subscribe it representing MTC.
 - 3.13. The CONTRACTOR is obliged to transfer the ownership and control of the ACCESS NETWORK ASSETS in favor of the FITEL with the signing of the MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS.
 - 3.14. The costs generated until the date the transfer mentioned in the preceding paragraph and the corresponding ones made until the date of the TRASPORTATION NETWORK become effective shall be borne by the CONTRACTOR. Costs incurred from the day after the transfer has become effective shall be borne by the owner hired over the operation of the ACCESS NETWORK.
 - 3.15. The necessary administrative expenses for the transfer shall be borne by THE CONTRACTOR.
 - 3.16. The CONTRACTOR states that it has conducted its own studies, research, projections and therefore is considered knowledgeable of all the elements needed to make the decision to assume fully its obligations under the FINANCING AGREEMENT.
 - 3.17. The CONTRACTOR acknowledges the areas where the networks will be installed, so it expressly disclaims making any claim or action against FITEL or other competent authority derived from inadequate site conditions or any other circumstances related the subject matter of this FINANCING AGREEMENT.
 - 3.18. The CONTRACTOR admits it has developed its business plan taking into account the studies and assumptions it deemed appropriate, according to which it has prepared his TECHNICAL and ECONOMIC PROPOSAL and required the FUNDING AWARDED. It also states that the business plan has not been known by FITEL or PROINVERSIÓN, which shall have no responsibility for any difference between it and the actual results of the implementation of the AWARDED PROJECT. In that sense, the CONTRACTOR declares that it assumes the risk arising from the differences between its business plan and actual results of the implementation of the AWARDED PROJECT.
 - 3.19. The CONTRACTOR acknowledges and agrees that the total amount of the FINANCING AWARDED, is sufficient to fulfill the obligations of the FINANCIAL AGREEMENT and those derived from the PROPOSAL due to which it became the AWARDEE of the PROJECT "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region "
 - 3.20. The CONTRACTOR, by this statement and only in the case of ACCESS NETWORK, undertakes to continue the operation and maintenance of the AWARDED PROJECT in all cases of termination of the FINANCING AGREEMENT under the terms stated in Clauses of the FINANCING AGREEMENT; this statement constitutes a unilateral promise referred to under Article 1956 of the Peruvian Civil Code.
 - 3.21. The CONTRACTOR acknowledges and agrees that FITEL has taken note of the statement referred to in the preceding paragraph and that the signing of this FINANCING AGREEMENT is not only an express consent but a prior agreement to the second paragraph of Article 1956 and Article 1957 of the Civil Code, respectively, so that said unilateral promise has been validly made and is fully enforceable.
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- 3.22. The CONTRACTOR states that the CLOSING DATE, its capital stock is the one established in the TERMS AND CONDITIONS. and, on that date, has fully subscribed the total of shares forming its share capital, having paid at least 25% of the nominal value of the shares, as applicable, in accordance with Article 52 of the General Law Corporations, Law N ° 26887
- 3.23. The CONTRACTOR acknowledges and agrees that the operation of the TRANSPORT NETWORK during the TRIAL PERIOD is temporary and provisional; being restricted to use the TRANSPORTATION NETWORK to provide value added public telecommunications service.

FOURTH CLAUSE: STATEMENTS OF FITEL

- 4.1. The signing of the FINANCING AGREEMENT and compliance with the obligations and rights of FITEL in it shall conform to the APPLICABLE RULES and regulations governing its operation and in general, the legal system of Peru.
- 4.2. FITEL states that to the subscription of the FINANCING AGREEMENT has the knowledge and authorization of its governing bodies and that its legal representative has sufficient skills and powers to celebrate it, so as to generate obligations and valid, binding and enforceable rights for both parties
- 4.3. FITEL states that the AWARDED FUNDING and, if applicable, the EXTENSION of the AWARDED PROJECT is duly authorized and has sufficient economic resources for disbursements agreed in the FINANCING AGREEMENT.
- 4.4. FITEL states to have the skills, legal and operational instruments for making the necessary supervision and that, as long as the CONTRACTOR fulfill its obligations, shall authorize and make disbursements under the FINANCING AGREEMENT.
- 4.5. The supervision corresponding to the OPERATION PERIOD of the ACCESS NETWORK shall be made solely for one hundred twenty (120) months. After this deadline, the legal regime for supervision will be established in the Concession Agreement of the CONTRACTOR, according to APPLICABLE RULES.
- 4.6. FITEL acknowledges and accepts that it has become aware of the statement of THE CONTRACTOR referred to in paragraph 3.20 of the Third Clause and the signing of this FINANCING AGREEMENT is not only express but also prior agreement referred to the second paragraph of Article 1956 and Article 1957 of the Civil Code, respectively, so that unilateral promise has been validly made and is fully enforceable.

FIFTH CLAUSE: PURPOSE

The purpose of the FINANCING AGREEMENT is to regulate the assignment of the AWARDED FUNDING to the CONTRACTOR for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Apurimac Region " with the obligation that that the CONTRACTOR use it as its own expense for:

- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
- b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS, providing access to the Internet and intranet to the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained in Exhibit No. 1 of this FINANCING AGREEMENT,;
- c) The implementation of CAPACITY BUILDING; defined as such in paragraph 1.3.11 of the TERMS AND CONDITIONS
- d) The use of FUNDING AWARDED for implementing the Project.
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SIXTH CLAUSE: TERM OF THE FINANCING AGREEMENT

- 6.1. The FINANCING AGREEMENT shall remain in force equal to the sum of the INVESTMENT PERIOD OF THE ACCESS NETWORK, INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD until the completion of the last disbursement; unless earlier terminated in response to the cases provided for in this FINANCING AGREEMENT.
- 6.2. The INVESTMENT PERIOD shall not exceed fourteen (14) months from the day after the CLOSING DATE. However, it may be extended upon approval of FITEL and formalized by addendum to this FINANCING AGREEMENT.
- 6.3. The OPERATION PERIOD shall not be less than one hundred twenty (120) months from the day following the completion of the INVESTMENT PERIOD.
- 6.4. The term of the FINANCING AGREEMENT may be extended provided there is proper justification and for the enforcement of the purposes stated in the fifth clause of this contract by addendum signed by FITEL and the CONTRACTOR.
- 6.5. The PARTIES shall comply with the applicable procedure to the stage of CLOSURE of the FINANCING AGREEMENT.
- 6.6. At the end of the term of the FINANCING AGREEMENT, by the conclusion of the deadline stated in paragraphs 6.2 and 6.3 of this Clause, the CONTRACTOR shall continue the obligations of a telecommunications operator stipulated in their respective concession contracts, which are signed with the Ministry of Transportation and Communications, and/or any holder of a registration or authorization for the provision of value added services.

SEVENTH CLAUSE: OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR assumes the following obligations:

- 7.1. To use the AWARDED FUNDING for the design, construction and installation of the TRANSPORTATION NETWORK; well as for the design, equipment procurement, transportation, installation, commissioning, operation and maintenance of the ACCESS NETWORK that will allow to provide Internet and Intranet access services in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained Exhibit No. 1 of the FINANCING AGREEMENT, and to the implementation of capacity building activities, fulfilling the conditions laid down in the TECHNICAL SPECIFICATIONS, the content of the AWARDED PROJECT and all commitments by the CONTRACTOR in its TECHNICAL PROPOSAL included in Exhibit No. 2 FINANCING AGREEMENT.
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- 7.2. To meet the deadlines and targets set out in the FINAL SCHEDULE OF ACTIVITIES of the CONTRACTOR, provided in Exhibit No. 3 FINANCING AGREEMENT, except in cases of extensions determined in accordance with this FINANCING AGREEMENT.
 - 7.3. Comply with the obligations in the TECHNICAL SPECIFICATIONS and appendices.
 - 7.4. To comply with the commitments made in its TECHNICAL PROPOSAL, Exhibit No. 2 of the FINANCING AGREEMENT.
 - 7.5. Repair of damage because of the material and/or equipment that will serve to implement the AWARDED PROJECT contained in the Technical Proposal, as well as their replacement, if applicable, will be the responsibility of the CONTRACTOR without requiring any further disbursement by FITEL. This obligation shall apply during the term of FINANCING AGREEMENT and, if applicable, its extensions.
 - 7.6. Responsibility for repairing any damage caused in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS arising from the direct activities of the CONTRACTOR and/or third parties engaged by it for the execution of the AWARDED PROJECT, whether public roads, highways, bridges, public and private premises and others are affected during the transportation, installation, operation and maintenance of the ACCESS NETWORK and the installation of the TRANSPORTATION NETWORK. In that sense, the CONTRACTOR shall indemnify FITEL and MTC, if applicable; and be accountable for any act or omission, willful, negligent or without fault, the staff involving damage to the latter; including those acts or omissions made by the staff of its contractors.
 - 7.7. To give training courses in Peru and in the country of production of the main transmission equipment and infrastructure (optical fiber) used in the ACCESS NETWORK and TRANSPORTATION NETWORK, respectively.
 - 7.8. Provide all facilities for FITEL, or its designee, fulfill its duties and obligations under the AWARDED PROJECT.
 - 7.9. Provide all information related to the AWARDED PROJECT required by FITEL, or its designee, to fulfill its duties, for which a term will be provided for the CONTRACTOR to comply with it.
 - 7.10. To submit the FINAL SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK and FINAL SCHEDULE OF ACTIVITIES OF THE TRANSPORTATION NETWORK within the period specified in the TECHNICAL SPECIFICATIONS for both networks.
 - 7.11. Whenever the CONTRACTOR carries out promotional activities and advertising of the AWARDED PROJECT, it must refer to the Peruvian State represented by FITEL and the MTC during the term of the FINANCING AGREEMENT.
 - 7.12. To manage, obtain before administrative authorities, municipal or other and maintain current licenses, permits, registrations and other authorizations required for the deployment of infrastructure and for the provision of Internet service and intranet access offered in the AWARDED PROJECT. In this regard, it is expressly stated that cooperation by the FITEL indicated in Paragraph 8.3 of the Financing Agreement is only of means and not results of, so the CONTRACTOR cannot claim the unsuccessful outcome of this cooperation as grounds that waives it from the breach of the obligations contained in the FINANCING AGREEMENT.
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- 7.13. Comply with all APPLICABLE RULES and LAWS for the execution of the FINANCING AGREEMENT.
 - 7.14. To fulfill its obligations under the concession contract signed with the MTC
 - 7.15. To meet the payment of its contributions to the special right to FITEL under Article 12° of the TUO of the Telecommunications Law approved by the Supreme Decree No. 013-93-TCC, as amended.
 - 7.16. In the case of ACCESS NETWORK, THE CONTRACTOR undertakes to meet the demand of the towns of Apurimac region, where the coverage of this network allows the provision of services under the AWARDED PROJECT. This obligation will be performed under the same conditions in AWARDED PROJECT, without incurring additional financing.
 - 7.17. To submit for the satisfaction of FITEL, disaggregated information of investment costs for the ACCESS NETWORK and TRANSPORTATION NETWORK duly accredited as stated in Exhibit N°11 of this agreement within the first half of the PERIOD OF OPERATION. This information will have no implications on the FUNDING AWARDED.
 - 7.18. To submit to FITEL semiannually the operating cash flow of the AWARDED PROJECT during the term of the FINANCING AGREEMENT. The delivery of this information does not alter the amount of FINANCING AWARDED. Additionally, FITEL may request the accreditation of the operating cash flow.
 - 7.19. To allow FITEL to verify the destination and use of the FUNDING AWARDED during the term of the FINANCING AGREEMENT.
 - 7.20. To keep up to the CLOSING DATE, fully subscribed the total of shares making up the share capital and paid at least 25% of the nominal value of the shares, as applicable, in accordance with the provisions of Article 52 ° of the General Corporation Law, Law No. 26887.
 - 7.21. It will be responsible for contracting and retaining existing insurance policies in force on ASSETS and elements of the ACCESS NETWORK and TRANSPORTATION NETWORK assuming the costs of each and every one of the deductibles and / or coinsurance that it engaged in insurance policies purchased in fulfilling this obligation.
 - 7.22. It shall not be relieved of the obligation to comply with the installation of networks claiming defects, errors or omissions in the TECHNICAL SPECIFICATIONS
 - 7.23. Respect the right of patent, design and/or copyright protected in the country of manufacture of the elements for the ACCESS NETWORK and TRANSPORTATION NETWORK.
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- 7.24. The CONTRACTOR assumes responsibility for the acts, failures, omissions, or in general, any breach incurred by manufacturers or other subcontractors employed by it who may be involved in the execution of the FINANCING AGREEMENT.
 - 7.25. Subscribe for the duration of the FINANCING AGREEMENT, contract models set out in Appendix No. 5-A and 5-B of Exhibit 8B of the TERMS AND CONDITIONS.
 - 7.26. To assume for the duration of FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the liability to FITEL of maintaining the operability and functionality of all ASSETS and elements of the ACCESS NETWORK so that the quality and conditions stated in its Technical Proposal and in the TECHNICAL SPECIFICATIONS are guaranteed for the provision of public telecommunications services and ensure access to Intranet.
 - 7.27. During the term of the FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the CONTRACTOR is required to perform corrective maintenance activities, predictive and preventive ASSETS and elements of the ACCESS NETWORK. This includes the obligation to make the replacement, renewal, rehabilitation and / or adaptations made to ASSETS and items included in the networks; without that requirement implies the right to require FITEL additional resources to FUNDING AWARDED.
 - 7.28. It is responsible to FITEL, and third parties, as appropriate, for the proper management and use of ASSETS and elements of the ACCESS NETWORK, and the inherent risk to them.
 - 7.29. From the CLOSING DATE and until the transfer of ACCESS NETWORK assets on behalf of FITEL is made stated in this contract, the CONTRACTOR will be solely responsible and liable to pay taxes, fees and contributions that apply in relation to ASSETS and elements of the ACCESS NETWORK in accordance with applicable rules, considering among these regulations the provisions of the Consolidated Text of the Municipal Taxation Law, approved by Supreme Decree No. 156- EF-2004 or its amendment. In the case of TRANSPORT NETWORK, this obligation of THE CONTRACTOR is maintained until its transference to the MTC, in accordance with the provisions of this FINANCING CONTRACT.
 - 7.30. To ensure that the ACCESS NETWORK and TRANSPORTATION NETWORK ASSETS are only subject to the provision of the services referred to in AWARDED PROJECT. Consequently, they cannot be transferred, or in general subject to liens or encumbrances of any kind.
 - 7.31. Transferring ownership in favor of FITEL, of the ACCESS NETWORK ASSETS according to the conditions of this contract and in paragraph D of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK contained in Exhibit 8-B of the TERMS AND CONDITIONS.
 - 7.32. Temporarily and tentative operate the TRANSPORTATIONNETWORK during the TRIAL PERIOD until the subscription of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS under the conditions of this contract.
 - 7.33. Transfer in favor of MTC the property and domain of the TRANSPORTATION NETWORK, under the conditions of this AGREEMENT
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- 7.34. To assume custody and responsibility for the integrity and legal physical sanitation of the TRANSPORTATION NETWORK until the delivery thereof to the concessionaire in charge of the operation of the TRANSPORTATION NETWORK to be selected in the private investment promotion process of PROINVERSIÓN.
- 7.35. To maintain the insurance policy of the TRANSPORTATION NETWORK ASSETS in force until the delivery of the same to the concessionaire in charge of the operation assuming the costs of each and every one of the deductibles and / or coinsurance that engaged in insurance policies purchased in fulfilling this obligation.
- 7.36. To negotiate and subscribe infrastructure share-use agreements with, electricity, hydrocarbons or railway companies as well as to obtain permits, rights of way, step and use poles necessary to install the necessary infrastructure and for the deployment of the ACCESS NETWORK and TRANSPORTATION NETWORK; as well as, to establish agreements for the use of existing pipelines and install new pipelines were deemed necessary.
- 7.37. Without prejudice to the provisions in the APPLICABLE LAWS and REGULATIONS, the CONTRACTOR shall provide to the MTC, FITEL and operation concessionaire of the TRANSPORTATION NETWORK all facilities they require in order to facilitate the procurement and commissioning of AWARDED PROJECT.
- 7.38. To fulfill all other obligations under the FINANCING AGREEMENT, it's Exhibits and the TECHNICAL SPECIFICATIONS in CIRCULARS and the TERMS AND CONDITIONS.

EIGHTH CLAUSE: OBLIGATIONS OF FITEL

By the FINANCING AGREEMENT, FITEL assumes the following obligations:

- 8.1. To disburse the FUNDING AWARDED to the CONTRACTOR when it has fulfilled the obligations and provisions required in the FINANCING AGREEMENT. Disbursements will be made in accordance with the conditions set out in Clause fourteenth of the FINANCING AGREEMENT.
 - 8.2. To exercise, directly or through a third natural or artificial, public or private person, shares of supervision, monitoring and control of facilities and test infrastructure, equipment and services under the FINANCING AGREEMENT.
 - 8.3. FITEL shall cooperate with the CONTRACTOR for the proper performance of the FINANCING AGREEMENT. To this end, FITEL, where warranted, will use its best efforts to coordinate with the relevant authorities, issuing licenses, permits and other managed by THE CONTRACTOR and that are required for execution of the FINANCING AGREEMENT.
 - 8.4. To ensure proper use of the FUNDING AWARDED and compliance with the terms of the FINANCING AGREEMENT.
 - 8.5. To make written submissions on the matters covered by the FINANCING AGREEMENT, within the time stated therein, as well as other applications, to be within the scope of powers of the CONTRACTOR in writing.
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- 8.6. To assume the costs of maintaining the TRANSPORTATION NETWORK until delivery thereof to the operation concessionaire.
- 8.7. Cooperate when the CONTRACTOR demands it in writing, in the negotiation of sharing infrastructure agreements with concessionaires or other public or private entities that apply to other sectors (such as energy, oil, road infrastructure, etc.) required to install poles and infrastructure according to DESIGN of the TRANSPORT NETWORK outlined in the TECHNICAL SPECIFICATIONS. To this end, the FITEL, where warranted, will do their best without the cooperation of FITEL replace the obligation to THE HIRED to manage and sign such agreements as provided in Paragraph 7.36 of the seventh clause of this contract.
- 8.8. Other obligations under the FINANCING AGREEMENT, its Exhibits and the TECHNICAL SPECIFICATIONS in the CIRCULAR and the TERMS AND CONDITIONS.

NINTH CLAUSE: RIGHTS OF THE CONTRACTOR

Within the framework of this FINANCING AGREEMENT, the CONTRACTOR has the following rights:

- 9.1. To receive, use and dispose of the FUNDING AWARDED, according to the FINAL SCHEDULE OF ACTIVITIES and conditions provided in the FINANCING AGREEMENT.
- 9.2. To propose to FITEL the replacement of BENEFICIARY LOCALITIES and/or Mandatory Paid Institutions, according Exhibit 12 of this contract.
- 9.3. It may provide, at its cost, risk and expense, and will not involve additional funding from FITEL, other additional telecommunications services to those agreed in the FINANCING AGREEMENT, provided they do not degrade the quality and continuity under the AWARDED PROJECT, communicating conditions to provide these additional services. These services will be provided prior authorization of FITEL within a period not exceeding thirty (30) working days from the day of filing.

Under this assumption the CONTRACTOR is free to use the infrastructure and services in order to provide them in different locations than those agreed, provided that the installation, operation and maintenance thereof is paid by, cost and risk of the CONTRACTOR, and without additional funding from FITEL, without degrading the quality and continuity of services provided in the TECHNICAL SPECIFICATIONS.

In the case referred to in the preceding paragraph, these locations will not be considered to fulfill the obligations under the FINANCING AGREEMENT.

- 9.4. To freely select technologies and more efficient network architectures, provided it complies with the requirements of the TECHNICAL SPECIFICATIONS and the whole becomes a coherent network to provide Internet service and intranet access.
- 9.5. The CONTRACTOR during the INVESTMENT PERIOD of the ACCESS NETWORK, the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD, has the freedom to make updates to the technologies used, if required in the Technical Proposal, provided that this change equals or improves the quality and continuity of conditions originally established, the CONTRACTOR must be authorized by FITEL to make said change; for which it must comply with the requirements and procedure established in the TECHNICAL SPECIFICATIONS.

If FITEL accepts the proposal of the CONTRACTOR, according to what was stated in the preceding paragraph, the CONTRACTOR must implement the necessary actions so the changes in infrastructure, equipment and other instruments, do not degrade the performance of the services provided in the Technical Proposal. This will require the development of contingency plans which specify the commitments of the CONTRACTOR and the periods of service, recovery and other measures to ensure the continuity and quality of services in accordance with the specified TECHNICAL SPECIFICATIONS. These changes do not entitle the CONTRACTOR to require additional resources to FITEL.

9.6. Within the first six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the CONTRACTOR may request FITEL the modification of model contracts contained in Exhibits No. 5-A and 5-B of the annex 8B of the TERMS AND CONDITIONS.

To this end, the request must be supported and proven to the satisfaction of FITEL, who will perform the corresponding assessment.

9.7. To provide to MANDATORY PAID INSTITUTIONS for free and without being subject to the regime of penalties established in the FINANCING AGREEMENT, the Internet and Intranet access referred to in this AWARDED PROJECT during the investment period, provided they do not involve the provision of additional funding from FITEL.

9.8. To request the reduction of guarantees issued, as provided in the FINANCING AGREEMENT.

TENTH CLAUSE: RIGHTS OF FITEL

Within the framework of this FINANCING AGREEMENT, FITEL has the following rights:

10.1. To enforce the obligations of the CONTRACTOR under the FINANCING AGREEMENT.

10.2. To require full or partial refund of FUNDING AWARDED, of TRANSPORTATION NETWORK and ACCESS NETWORK ASSETS, as provided in the FINANCING AGREEMENT, when the CONTRACTOR use disbursements differently than the purpose indicated in the FINANCING AGREEMENT.

10.3. To execute the guarantees given on behalf of FITEL, in case of breach of its obligations under the Financing Agreement.

10.4. To impose and enforce penalties arising from noncompliance, incompleteness, or delays of commitments from the CONTRACTOR under the FINANCING AGREEMENT.

10.5. To make visits to the premises, facilities, infrastructure, among others, as it deems necessary to verify the performance of the AGREEMENT.

- 10.6. To apply exceptional interpretation of clauses of the FINANCING AGREEMENT by FITEL, considering the special nature of it.
- 10.7. To terminate the FINANCING AGREEMENT, when any of the grounds provided for this purpose occurs, if deemed appropriate.
- 10.8. To modify, within six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the model contracts contained in Exhibits No. 5-A and 5-B of the annex 8-B of the TERMS AND CONDITIONS; provided that such amendments do not involve the CONTRACTOR in additional obligations to those in the FINANCING AGREEMENT, its Exhibits or the TECHNICAL SPECIFICATIONS.
- 10.9. To approve contracts formats indicated in the preceding paragraph, taking into account the contributions of the CONTRACTOR, according to the provisions of Paragraph 9.6. of the FINANCING AGREEMENT. FITEL will give a favorable or unfavorable opinion on the changes proposed by the CONTRACTOR According to the corresponding notification.

ELEVENTH CLAUSE: SUBCONTRACTS

- 11.1. The AWARDED PROJECT may be executed by subcontractors or other forms of outsourcing, provided that FITEL is informed of the names of individuals and/or companies to perform the work. To this end, the CONTRACTOR upon the signature of the FUNDING AGREEMENT shall submit an affidavit in accordance with Exhibit No. 10 of this contract, assuming responsibility for compliance with the contractual obligations of the subcontractor or other individuals or legal entities with which it subscribes outsourcing contracts. The aforementioned Affidavit must be filed even if the CONTRACTOR does not perform any subcontract.
- 11.2. In any case, the CONTRACTOR remains responsible to FITEL for the efficient and timely implementation of such obligations and may not allege a breach of the subcontractor to excuse its own default.
- 11.3. The CONTRACTOR may not subcontract, individuals or legal entities for the execution of the entire AWARDED PROJECT

TWELFTH CLAUSE: FINANCING AWARDED

By this FINANCING AGREEMENT is assigned to THE CONTRACTOR GILAT NETWORKS PERU S.A. as non-reimbursable funding, the amount of EIGHTY TWO MILLION SIX HUNDRED SIXTY THOUSAND NINE HUNDRED FIFTY US Dollars (US\$82'660,950.00) financed with FITEL resources. The AWARDED FUNDING is a lump sum for all items, which will be used exclusively for the purposes stated in the purpose of the FINANCING AGREEMENT, which is distributed as follows:

- i. The amount of FIFTY FOUR MILLION NINE HUNDRED FIFTY TWO THOUSAND NINE HUNDRED FIFTY US Dollars (US\$ 54'952,950.00) for the installation and operation of the ACCESS NETWORK.
 - ii. The amount of :TWENTY SEVEN MILLION SEVEN HUNDRED EIGHT THOUSAND US Dollars (US\$ 27'708,000.00), for the implementation of the TRANSPORTATION NETWORK
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THIRTEENTH CLAUSE: EXPANSION OF AWARDED PROJECT FOR THE ACCESS AND TRANSPORTATION NETWORK

13.1. CONDITIONS OF EXPANSION OF THE AWARDED PROJECT COMMON TO BOTH NETWORKS

- 13.1.1. The EXPANSION OF THE AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING CONTRACT.
- 13.1.2. EI CONTRACTOR prior to the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT, will deliver an Enlargement Activity Schedule, it will be part of the Addendum to FINANCING AGREEMENT.
- 13.1.3. The deadline to complete the installation in new BENEFICIARY LOCATIONS shall be six (6) months from the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT

13.2. FOR THE ACCESS NETWORK

- 13.2.1. The CONTRACTOR may solicit FITEL the EXPANSION OF THE AWARDED PROJECT for the ACCESS NETWORK under the terms indicated in this FINANCING AGREEMENT.
- 13.2.2. THE AWARDED PROJECT may be expanded during the INVESTMENT PERIOD of THE ACCESS NETWORK and cannot be higher than twenty percent (20%) of the amount of THE ACCESS NETWORK FINANCING.
- 13.2.3. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
- 13.2.4. The CONTRACTOR must comply upon the approval of FITEL with every one of the terms it previously approved for the subscription of the Addendum to the FINANCING AGREEMENT reason why the EXPANSION of the AWARDED PROJECT is approved. FITEL reserves the right to modify the general and economic conditions of the new Non-reimbursable financing

13.3. FOR THE TRANSPORTATION NETWORK

- 13.3.1. The CONTRACTOR may, within six (06) months of the INVESTMENT PERIOD of the TRANSPORTATION NETWORK request FITEL the expansion of the AWARDED PROJECT to new district capitals. Such extension shall not exceed twenty percent (20%) of the amount of FUNDING AWARDED
 - 13.3.2. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
 - 13.3.3. The EXPANSION of the AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING AGREEMENT, for which it will apply the provisions of this clause.
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FOURTEENTH CLAUSE: DISBURSEMENT OF FUNDING AWARDED

FITEL will pay the whole of the FUNDING AWARDED by disbursements to be paid directly to the CONTRACTOR, according to the provisions of this Clause.

14.1. ACCESS NETWORK:

In advance of 20% of the value of the FINANCING FOR THE ACCESS NETWORK (20%), amounting to TEN MILLION NINE HUNDRED NINETY THOUSAND FIVE HUNDRED NINETY dollars (US\$ 10'990,590.00) payment which will be made at subscription of the FINANCING CONTRACT.

This advance disbursement is made against delivery of the ADVANCE PAYMENT GUARANTEE for the total amount thereof.

A second disbursement of fifteen percent (15%) of the value of the FUNDING FOR ACCESS NETWORK amounting to EIGHT MILLION TWO HUNDRED FORTY TWO THOUSAND NINE HUNDRED FORTY TWO US DOLLARS AND FIFTY CENTS (US \$ 8'242,942.50) value that shall be paid when THE CONTRACTOR attests the installation of Sixty Percent (60%) of total COMPULSORY PAID INSTITUTIONS.

A third disbursement of fifteen percent (15%) the value of FINANCING ACCESS NETWORK, amounting to EIGHT MILLION TWO HUNDRED FORTY TWO THOUSAND NINE HUNDRED FORTY TWO US DOLLARS AND FIFTY CENTS DOLLARS (US \$. 8'242,942.50), value which shall be paid to the signing of INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT

The amount corresponding to 50% of the value of the ACCESS NETWORK FINANCING will be disbursed during the OPERATION PERIOD in twenty (20) semiannual installments, each amounting to ONE MILLION THREE HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED TWENTY THREE US DOLLARS AND SEVENTY FIVE CENTS (US\$ 1'373,823.75) which shall be paid upon a favorable INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT.

14.2. TRANSPORTATION NETWORK

14.2.1. Disbursements are made according to the following scheme:

Concept	Time	Payment	Advance	Deliverables
First disbursement	Subscription of agreement	20% FINANCING OF TRANSPORTATION NETWORK	0%	Advance payment guarantee
Second disbursement	Final date of the first advance, described in Paragraph 2.2 of Exhibit 8-A	40% FINANCING OF ACCESS NETWORK	Completion of the First Advance	37 Nodes of Distribution ,Connection and core Nodes and 3 Aggregation Nodes
Third disbursement	Date of completion of the INSTALLATION STAGE	40% FINANCING OF TRANSPORTATION NETWORK	Total Delivery of TRANSPORTATION NETWORK and signing of MINUTES OF CONFORMITY OF INSTALLATION AND TESTING SERVICES	37 Nodes of Distribution ,Connection and core Nodes and 3 Aggregation Nodes

Advances and deadlines are indicated in Table No. 1: Schedule of Construction of the TRANSPORTATION NETWORK and DEFINITE TECHNICAL PROPOSAL, indicated in paragraph 2.2 of the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK, Exhibit No. 8-A of the TERMS AND CONDITIONS.

FIFTEENTH CLAUSE: GUARANTEES

- 15.1. As a condition for signing the FINANCING AGREEMENT in the CLOSING DATE, the CONTRACTOR shall deliver to the COMMITTEE the ADVANCE PAYMENT GUARANTEE and PERFORMANCE BOND of the FINANCING AGREEMENT which must be issued by a LOCAL BANKING BUSINESS OR LOCAL INSURANCE BUSINESS rightfully authorized by the SBS (the banking and retirement fund superintendency) or by an INTERNATIONAL FINANCIAL ENTITY. In the case of a warranty issued by and INTERNATIONAL FINANCIAL ENTITY, it must be confirmed by a LOCAL BANKING BUSINESS according to the Exhibit N°2 in the TERMS AND CONDITIONS.
- 15.2. The ADVANCE PAYMENT GUARANTEE shall be for an amount of SIXTEEN MILLION FIVE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED NINETY US Dollars (US\$ 16'532,190.00), equivalent to 100% of the first disbursement, of THE ACCESS NETWORK and THE TRANSPORT NETWORK ensuring the proper use of this disbursement in favor of the CONTRACTOR, pursuant to the provisions of this AGREEMENT. It shall remain valid from the CLOSING DATE until the end of the investment period. The FITEL may provide for the mandatory extension of this guarantee, and the CONTRACTOR must renew it by the time indicated for its effect.
- 15.3. THE CONTRACTOR during the INVESTMENT PERIOD of THE ACCESS NETWORK and the INVESTMENT PERIOD of THE TRANSPORT NETWORK may request FITEL a reduction of 50% and 40% of the ADVANCE PAYMENT GUARANTEE. To do this, it must have fulfilled the following conditions:

% Reduction	Progress	
	Access Network	Transportation Network
50%	60% of the total of PAID INSTITUTIONS	37 Nodes of Distribution Connection and core 3 Aggregation Nodes
40%	MINUTES OF COMPLIANCE OF FACILITIES AND TESTING OF SERVICES OF THE ACCESSNETWORK	MINUTES OF COMPLIANCE OF FACILITIES AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK

It is understood as Aggregation, Distribution and Connection Nodes the ones defined in paragraphs 3.2, 3.3 and 3.4 of the TRANSPORT NETWORK TECHNICAL SPECIFICATIONS.

- 15.4 The ADVANCE PAYMENT GUARANTEE will be returned to the CONTRACTOR, once signed
- RECORD OF AWARD OF THE TRANSPORTATION NETWORK ASSETS.
- 15.5 PERFORMANCE BOND of the FINANCING AGREEMENT will be for a total of FIVE MILLION FOUR HUNDRED NINETY FIVE THOUSAND TWO HUNDRED NINETY FIVE US Dollars (US\$ 5,495,295.00), equivalent to ten percent (10%) of the FINANCING for the ACCESS NETWORK which will ensure the proper and timely performance of each and every one of the obligations of the CONTRACTOR. The performance bond reduction scheme is as follows:
- 15.5.1. After signing the TRANSPORTATION NETWORK ASSETS AWARD MINUTE, it will be substituted for another totaling twenty percent (20%) of the amount of the FINANCING of the ACCESS NETWORK.
- 15.5.2. At the beginning of the second year of the PERIOD OF OPERATION and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced to ten percent (10%) of the FINANCING of the ACCESS NETWORK.
- 15.5.3. At the beginning of the third year of the PERIOD OF OPERATIONS and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL it will be reduced to eight percent (8%) of the FINANCING of the ACCESS NETWORK
- 15.5.4. At the beginning of the fourth year of the PERIOD OF OPERATIONS and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL the PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced to eight percent (6%) of the FINANCING of the ACCESS NETWORK and it will remain so until closure of the FINANCING CONTRACT
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- 15.6 The PERFORMANCE BOND of the FINANCING AGREEMENT is issued for and on behalf of the CONTRACTOR in favor of FITEL. The bond must be renewed annually so that remains in effect until the expiration of the FINANCING AGREEMENT, except as noted in Paragraph 4.6. of the FINANCING AGREEMENT.
- 15.7 In case the CONTRACTOR presents COMMENTS pending from the last MONITORING REPORT issued in the PERIOD OF OPERATION OF THE ACCESS NETWORK, the PERFORMANCE BOND of the FINANCING AGREEMENT will be renewed seven (07) DAYS prior to maturity for a period of (60) DAYS, and so on until all COMMENTS have been clarified.
- 15.8 The PERFORMANCE BOND of the FINANCING AGREEMENT is secured, unconditional, and irrevocable, without benefit of excussion and of immediate execution upon request of FITEL without judicial demand for payment or performance, a copy of which is included as Exhibit No. 5 of the FINANCING AGREEMENT.
- 15.9 The PERFORMANCE BOND of the FINANCING AGREEMENT shall be returned no later than five (05) business days after making the final disbursement

SIXTEENTH CLAUSE: ACCESS NETWORK AND TRANSPORTATION NETWORK ASSETS

- 16.1 The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC with the signing of the MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS, once the Concession Agreement between the MTC and the concessionaire for the operation for the TRANSPORTATION NETWORK is subscribed.
- 16.2 The CONTRACTOR recognizes that after the signing of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS, will also assume the obligation to formalize and perfect by all acts or procedures necessary for the transference of ownership and control referred to in the preceding paragraph in favor of the MTC. This obligation will assumed according to nature of the assets to be transferred and its aptitude to be registered in SUNARP.
- 16.3 The CONTRACTOR undertakes to carry out the activities necessary to preserve the condition and utility of the ASSETS TRANSPORT NETWORK until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK
- 16.4 The CONTRACTOR shall be liable for damages or losses caused to the TRANSPORTATION NETWORK ASSETS until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK. Therefore are forced to hire the necessary insurance to comply with the provisions of this paragraph.
- 16.5 After the signing of MINUTES OF AWARD OF ACCESS NETWORK ASSETS, FITEL shall make the final disbursement of FUNDING AWARDED; as stated in Clause Fourteenth of the FINANCING AGREEMENT.
- 16.6 Without prejudice to the other obligations arising from the provisions of paragraph 7.34 and other provisions under this FINANCING AGREEMENT, until the transfer of title of the TRANSPORTATION NETWORK ASSETS to the MTC, the CONTRACTOR as provided in the applicable law, in its capacity as holder of such property immediately has an obligation to exercise (for your own expense) the following types of possessory defense for both the case of attempted usurpation of the TRANSPORTATION NETWORK ASSETS, as in the case of activities incompatible with the proper use of them by third parties:
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- a) Extrajudicial possessory defense, used to repel the force used against the CONTRACTOR and to regain the good, without time interval, if it were dispossessed, but always refrain from the use of recourses not justified by the circumstances.
 - b) Legal possessory defense, the CONTRACTOR must, if it is borne by the TRANSPORTATION NETWORK ASSETS any involvement, dispossession, occupation, usurpation, among others, to communicate MTC and FITEL of those facts and make use of the mechanisms and judicial resources to enable it to hold harmless MTC's right on the TRANSPORTATION NETWORK ASSETS.
- 16.7 The failure to exercise possessory defenses will result in penalties under Clause eighteen (18) of the FINANCING AGREEMENT.
- 16.8 The CONTRACTOR must notify FITEL and MTC, immediately and notarial duct, the occurrence of damage to the TRANSPORT NETWORK ASSETS, and the nature and amount thereof.
- 16.9 The exercise of possessory defenses described above does not hold harmless the CONTRACTOR, which, to a course as described in the preceding paragraphs, shall coordinate immediately with Fitel and MTC the legal actions that the CONTRACTOR must engage in order to hold harmless MTC's right on TRANSPORT NETWORK ASSETS.
- 16.10 Without prejudice to the provisions in paragraph 7.30 of the FINANCING AGREEMENT, the CONTRACTOR must hold harmless FITEL especially regarding the MTC and against any action or exception of legal, administrative, arbitration or contract, or claim of any nature regarding the ACCESS NETWORK and TRANSPORT NETWORK ASSETS.
- 16.11 The CONTRACTOR must comply with in respect of the TRANSPORT NETWORK and ACCESS NETWORK ASSETS, to pay taxes, fees and contributions payable, pursuant to APPLICABLE LAWS FINANCING referred to in the FINANCING AGREEMENT, considering between these regulatory provisions as provided in the Consolidated Text of the Municipal Taxation Act, approved by Supreme Decree No. 156-2004-EF or later rule that amends
- 16.12 The CONTRACTOR ensures the proper transfer of title of the TRANSPORT NETWORK ASSETS in favor of MTC and the ACCESS NETWORK ASSETS in favor of FITEL ; as wll as the operation and functioning of the TRANSPORT NETWORK ASSETS. It also recognizes the domain the MTC has over THE TRANSPORT NETWORK ASSETS and the domain FITEL has over the ACCESS NETWORK ASSETS
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SEVENTEENTH CLAUSE: SUPERVISION AND CONTROL MECHANISMS RELATED TO THE AWARDED PROJECT

➤ **ACCESS NETWORK**

17.1 FITEL is responsible for the supervision and control AWARDED PROJECT during INVESTMENT PERIOD of THE ACCESS NETWORK and OPERATION PERIOD.

17.2 In the INVESTMENT PERIOD of THE ACCESS NETWORK, supervision will mainly include the following:

- Supervision of the number of BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS of the AWARDED PROJECT and its proper location;
- Monitoring the quantity and quality of infrastructure, equipment, materials, management tools, among others, to be applied to the AWARDED PROJECT
- Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, which will be used by the AWARDED PROJECT to provide service access to Internet and intranet, in the BENEFICIARY LOCATIONS, INSTITUTIONS, or others who contract the service within the scope of the access network installed by the CONTRACTOR to serve the AWARDED PROJECT;
- Supervision and control and SPREAD AWARENESS, TRAINING AND DEVELOPMENT OF CONTENTS;
- Supervision and control of the operation of the Internet access service and intranet access, if any, to be provided with the AWARDED FUNDING according to the FINANCING AGREEMENT, its annexes and the TECHNICAL SPECIFICATIONS, TECHNICAL PROPOSAL, the CIRCULAR and TERMS AND CONDITIONS; and,
- Supervision of other aspects that Fitel deems necessary to ensure the proper use of the services required

17.3 During the PERIOD OF OPERATION, FITEL will primarily oversee the following:

- The services provided by the CONTRACTOR with the FUNDING AWARDED, according to the requirements specified in the TECHNICAL SPECIFICATIONS and in the absence thereof, in accordance with the provisions of the legal and regulatory framework applicable.
- The quality of the provision of other services that are offered using the access network of the AWARDED PROJECT, according to the conditions laid down in the respective addendum.
- Other that FITEL recommends or orders within the framework of the FINANCING AGREEMENT

➤ **TRANSPORTATION NETWORK**

17.4 Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, to be used for the TRANSPORT NETWORK.

17.5 In the TRIAL PERIOD, FITEL will supervise during execution of the TRANSPORT NETWORK operation, solely for the operation of the ACCESS NETWORK. It will also verify the performance of the network and could execute periodical monitoring protocols for this.

17.6 Supervision of the appropriate use of the AWARDED FINANCING.

EIGHTEENTH CLAUSE: DELAY, FAILURE AND PENALTIES

The application of the penalties provided for in this clause does not relieve the CONTRACTOR of compliance with its obligations under the FINANCING AGREEMENT or APPLICABLE NORMS

➤ ACCESS NETWORK

18.1 Penalties for failure in the ACCESS NETWORK INVESTMENT PERIOD

18.1.1 The penalties applicable for breaches during the ACCESS NETWORK INVESTMENT PERIOD may be deducted from the corresponding disbursement for this period.

18.1.2 Non-compliance with activities:

18.1.2.1 If the CONTRACTOR breaches with the full installation of a service within the prescribed period, Fitel shall establish a penalty of five-hundredths (0.05) of ITU (Tax unit) per MANDATORY PAID INSTITUTION set forth in Exhibit No. 01 of this contract, per day behind in the breach, counted from the day the initial installation ended.

18.1.2.2 If the CONTRACTOR breaches or partially meets the awareness and dissemination activities, as indicated in section 4.2.1 of the ACCESS NETWORK TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of one-tenth (0.1) of ITU for BENEFICIARY where this obligation was not complied with within the time limit set. It is considered that this activity was carried when the minimum percentage of attendees described in TECHNICAL SPECIFICATIONS of THE ACCESS NETWORK except what is indicated in the paragraph 3 of the Exhibit N°14 of the Appendix 8B of the TERMS AND CONDITIONS related to the accreditation of the minimum of attendees.. The application of this penalty does not relieve the CONTRACTOR compliance with this obligation

18.1.2.3 If the CONTRACTOR does not comply with the installation of the monitoring system within the ACCESS NETWORK INVESTMENT PERIOD, according to what is stated in section 6.6.1.1 of the TECHNICAL SPECIFICATIONS as well as usernames and passwords, etc., or all activities for commissioning of this system is not completed, Fitel shall apply a penalty of five (5) ITU. The application of this penalty does not relieve the CONTRACTOR of the compliance with this obligation.

18.1.2.4 In case of breach of the activities during the INVESTMENT PERIOD due to a fortuitous event or force majeure, not attributable to the CONTRACTOR, it shall send the documentation to FITEL proving this, in maximum one month of the event causing the breach. Furthermore, in order to evaluate the fact, the CONTRACTOR must communicate the occurrence of the event, and propose its estimate of days required for the performance of such activities, within the first fifteen (15) days of the occurrence.

Without this documentation, you cannot prove fortuitous event or force majeure, or facts not attributable to the CONTRACTOR, therefore the deadline is not extended and penalties in accordance with the preceding paragraphs of this Clause FUNDING AGREEMENT shall apply as appropriate.

However, due to reasons of accident, force majeure or not attributable to the CONTRACTOR that prevent the installation of services in the BENEFICIARY LOCATIONS, duly supported by the CONTRACTOR, FITEL will evaluate replacement of these locations, according to Exhibit N° 12 of the FINANCING AGREEMENT.

When the CONTRACTOR installs infrastructure and provides services in locations that do not correspond to the list of PAID INSTITUTIONS listed in Exhibit No. 1, such institutions do not count toward the fulfillment of the obligations under the FINANCING AGREEMENT.

- 18.1.2.5 In the event that the CONTRACTOR has not hired or has not maintained insurance policies in force on ASSETS and elements of the ACCESS NETWORK as stated in Paragraph 7.21 of the Seventh Clause FUNDING AGREEMENT, FITEL may impose a penalty of five (05) ITU whenever compliance with this obligation has failed.
- 18.1.2.6 If the CONTRACTOR does not comply with the installation of the server for monitoring within the INVESTMENT PERIOD, according to what is stated in section 6.6.1.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, or all activities for commissioning of this are not completed, Fitel shall apply a penalty of five (5) ITU. The application of this penalty does not relieve the CONTRACTED PART to comply with this obligation.
- 18.1.2.7 If the CONTRACTOR fails to comply with the installation of the amount of help centers for users within the INVESTMENT PERIOD, according to what is stated in paragraph 5.5 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR, will result in a penalty of five (05) ITU

18.1.3 Penalties for Failure to deliver Information:

- 18.1.3.1 If the CONTRACTOR fails to comply to submit the formats of the ACCESS NETWORK INSTALLATION MINUTES it will use, according to the period specified in paragraph 6.5.3.3 of the TECHNICAL SPECIFICATIONS, FITEL may impose a penalty of three (03) ITU. The application of this penalty does not relieve THE CONTRACTOR compliance with this obligation.
 - 18.1.3.2 If the CONTRACTOR fails to deliver the ACCESS NETWORK INSTALLATION MINUTES according to the period specified in paragraph 6.5.3.6 of the TECHNICAL SPECIFICATIONS, Fitel may apply a penalty equal to one hundredth (0.01) ITU for each DAY of delay in the ACCESS NETWORK INSTALLATION MINUTES(station/terminal node or subscriber).
 - 18.1.3.3 If the CONTRACTOR fails to comply with submitting the documentation and information that certifies the execution of activities AWARENESS TRAINING AND DISSEMINATION according to the period specified in Paragraph 5 of Appendix No. 14 of the TECHNICAL SPECIFICATIONS, Fitel will apply a penalty equal to one hundredth (0.01) of ITU per DAY of delay. It is only considered submitted the documentation and information for each LOCATION that has filled all fields, including subscription of faith that carry out this activity, and the list of attendees.
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- 18.1.3.4 If the CONTRACTOR fails to comply with its final proposal to deliver CAPACITY BUILDING within the time limits indicated in Paragraph 4.1.2 of the TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of three (03) ITU for each of these proposals not filed within that period. The application of this penalty does not relieve the CONTRACTOR to comply with this obligation.
- 18.1.3.5 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 6.5.5 of the TECHNICAL SPECIFICATIONS, a proposed Testing protocol for Acceptance of Facilities containing the minimum procedures required by Fitel. The delay by THE HIRED in remission of that protocol will result in a penalty of three hundredths (0.03) ITU per DAY of delay.
- 18.1.3.6 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 2.5.1 of the TECHNICAL SPECIFICATIONS, the FINAL SCHEDULE OF ACTIVITIES, containing the minimum fields required by Fitel. The delay by the CONTRACTOR in referring this schedule will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.7 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 5.4.2 of the TECHNICAL SPECIFICATIONS, the detailed proposal for the Maintenance Program. The delay by the CONTRACTOR in remission of the program will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.8 If the CONTRACTOR fails to comply with the submission of information operations and maintenance facilities within the maximum period prescribed in Paragraph 5.6.2 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR will result in a penalty of five (05) ITU.
- 18.1.3.9 If the CONTRACTOR fails to comply with the submission of the detailed content of the courses to be issued in training on the technology solution within the maximum period prescribed in Paragraph 2.6.1 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTED PARTY will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.10 If the CONTRACTOR fails to comply with the referral of disaggregated costing PROPOSED ECONOMIC NETWORK ACCESS, within the maximum period prescribed in Paragraph 2.7.1 of the TECHNICAL SPECIFICATIONS NETWORK ACCESS. The delay by THE HIRED, will result in a penalty of two hundredths (0.02) ITU per DAY of delay.
- 18.1.3.11 When the CONTRACTOR fails to present to Fitel FIELD STUDIES, within the prescribed period and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty of ten (10) UIT.
- 18.1.3.12 When the ONTRACTED PARTY fails to present to Fitel the ENGINEERING STUDIES, within the deadline and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of ten (10) UIT.
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- 18.1.3.13 When the CONTRACTOR fails to present to FITEL the proposal to implement a tracking subsystem within the deadline and according to what is stated in paragraph 6.6.1 of the TECHNICAL SPECIFICATIONS, FITEL will apply a penalty of five (05) UIT
- 18.1.3.14 When the CONTRACTOR fails to submit to FITEL the formation of its team, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of five (05) UIT.
- 18.1.3.15 When the CONTRACTOR fails to inform FITEL of a modification in the conformation of its staff, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty two (02) UIT.

18.2 Penalties due to non compliance during the OPERATION PERIOD

- 18.2.1 The penalties applicable due to non compliance during the OPERATION PERIOD may be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to the following provisions. In case that the amount of penalties of a semester exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) days, counted since the collection notification.

18.2.2 Penalties due to non compliance of the availability of rendered services

- 18.2.2.1 In case the CONTRACTOR fails to comply with the requirement of minimum availability of the network of 98% annually, indicated in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK and measured to the POP, the FITEL will impose a penalty of a tenth (0.1) of the UIT for each additional hour of interruption of the network. The availability will be calculated each year, counted since the first day of the OPERATION PERIOD.

- 18.2.2.2 In case that the availability of services is interrupted in some of the POPs due to Acts of God or Force Majeure or events not attributable to the CONTRACTOR . THE CONTRACTOR will notify to FITEL within the term of thirty (30) days following to the culmination of the month of the event, about the existence of said events, which must be communicated to FITEL through a letter enclosing, through optical storage devices (CD DVD or USB), the detail of the dates and the hours they request to discount, as well as the causes that originated it.

Likewise, THE CONTRACTOR will deliver to FITEL the evidences that demonstrate the Acts of God or Force Majeure or events not attributable to the CONTRACTOR, no later than sixty (60) days following to the submission of the request of exclusion of unavailability of services for the event happened. Without these evidences, it will not be possible to demonstrate the Acts of God and Force Majeure or events not attributable to the CONTRACTOR consequently FITEL shall count the interruptions for the calculus of the availability as applicable.

18.2.3 Penalties due to non compliance of TRAINING

18.2.3.1 In case THE CONTRACTOR fails to comply or partially complies to make the TRAINING according to indications made in Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will impose a penalty of a tenth (0.1) of the UIT for each location where this obligation was not complied, within the term established. We shall consider that this activity is performed when the minimum percentage of attendees is reached. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.

18.2.4 Penalties due to failure to submit information by THE CONTRACTOR

18.2.4.1 If the CONTRACTOR fails to deliver the Execution Minutes of TRAINING according to the term foreseen in Section III of Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will apply a penalty equivalent to one hundredth (0.01) of the UIT for each DAY of delay per BENEFICIARY LOCALITY. The minutes will be only considered as submitted per BENEFICIARY LOCALITY those that have all full fields, including the subscription of the person that certifies the performance of this activity, and the list of attendees.

18.2.4.2 THE CONTRACTOR shall send to FITEL, within the maximum term established in Section III of Appendix N° 13 B of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the final report of the TRAINING performed. The delay by THE CONTRACTOR in the remission of said report, shall result in a penalty of three hundredths (0.03) of the UIT for each DAY of delay.

18.2.4.3 THE CONTRACTOR shall send to FITEL, within the maximum term established in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the monthly reports of the use of access to Internet (total traffic, per locality and per type), monthly report of interruptions, monthly report of quality indicators. The delay by THE CONTRACTOR in the remission of reports, shall result in a penalty of one tenth (0.1) of the UIT per each DAY of delay and per each type of report.

Furthermore, FITEL shall apply a penalty of five (05) UIT for non compliance in the storage of information for the issuance of reports, as well as data that generates them, according to the provisions established in Section 6.6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK.

18.2.4.4 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of five (05) UIT.

18.2.4.5 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of two (02) UIT.

- 18.2.4.6 When THE CONTRACTOR does not send to FITEL the format of the activities for Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of five (05) UIT.
- 18.2.4.7 When THE CONTRACTOR does not send to FITEL the Schedule of annual Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of three (03) UIT.
- 18.2.4.8 If THE CONTRACTOR sends to FITEL, out of the time established in Section 7.17 of the seventh clause of the FINANCING CONTRACT, the disaggregated information of investment costs of the ACCESS NETWORK or if its is inaccurate or false FITEL will impose a penalty of ten (10) UIT.
- 18.2.4.9 If THE CONTRACTOR sends to FITEL, out of the time established in Section 7.18 of the seventh clause of the FINANCING CONTRACT, the operative cash flow of the AWARDED PROJECT, or if it is inaccurate or false FITEL will impose a penalty of ten (10) UIT.

18.2.5 Penalties for OBJECTIONS

- 18.2.5.1 FITEL shall make supervisions prior to the performance of disbursements indicated in the Fourteenth Clause of the FINANCING CONTRACT. The supervisions will be made according to the protocols approved by FITEL.
 - 18.2.5.2 FITEL shall apply a penalty of one (01) UIT for each one of the OBJECTIONS indicated as follows, per BENEFICIARY LOCALITY or station/node indicated in the SUPERVISION REPORT OF THE ACCESS NETWORK, with the indication that the application of this penalty does not release THE CONTRACTOR of the compliance of these obligations.
 - 18.2.5.3 When THE CONTRACTOR fails to comply with the preventive Maintenance Program according to the TECHNICAL PROPOSAL.
 - 18.2.5.4 If THE CONTRACTOR confines or prevents the personnel appointed by FITEL to make the corresponding visits during the effectiveness of the FINANCING CONTRACT in its tasks of SUPERVISION, FITEL can impose the penalty for each one of the prevented or limited visits. FITEL can discount that value in the immediate disbursement following to the date of the negative or limitation.
 - 18.2.5.5 If THE CONTRACTOR fails to comply with the installation of the blocking software specified in Section 3.5.4 of the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK.
 - 18.2.5.6 When THE CONTRACTOR fails to comply with the term of 30 DAYS, established in Section 5.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, to install the required service, a penalty of one tenth (0.1) of the UIT for each DAY of delay will be applied.
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18.2.5.7. For the non compliance of each one of the indicators established in Appendix N° 11 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, a penalty will be applied according to the following table:

N°	Indicator	Quality Parameter	Scope	Penalty
1	TIA – Incidence rate of troubleshooting for the service of access to Internet	Less than 10%	All the network	10 UIT x month
2	Latency	Less than 150 msec	Up to CPE	0.05 UIT x month x CPE
3	Packet loss	Less than 2%	To the subscriber	0.05 UIT x month x CPE
4	Up/Down Speed	Higher than 40% of hired speed	Up to CPE	0.05 UIT x mes x CPE

The verification of compliance of the indicators 2, 3 and 4 mentioned in the previous table will be in terms of monthly average value obtained for each one during the hours of peak charge.

18.2.5.8. The penalties, if any, will be added per indicator, for each one of the months of the supervised semester.

➤ **TRANSPORTATION NETWORK**

18.3. The penalties applicable for non compliance of THE TRANSPORT NETWORK will be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to indications made in the following provisions. In case that the amount of the penalties exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) DAYS, counted since the collection notification.

18.4. Failure Activities:

18.4.1 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to culminate the first advance or total delivery of the TRANSPORTATION NETWORK, a penalty of five (05) UIT for each DAY of delay will be applied.

18.4.2 In case that THE CONTRACTOR has not contracted or has not kept in force the insurance policies on the assets and elements that conform the TRANSPORTATION NETWORK according to Section 7.21 of the Seventh Clause of the FINANCING CONTRACT, FITEL will impose a penalty of five (05) UIT each time this obligation has not been complied.

18.4.3 In case THE CONTRACTOR fails to comply with the installation of the server for monitoring within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, or all the activities for the commissioning of it have not concluded, FITEL will impose a penalty of five (5) UIT. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.

- 18.4.4 In case THE CONTRACTOR fails to comply with the installation of the monitoring system within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, and users and keys, among others, or all the activities for the commissioning of this system are not concluded, FITEL will impose a penalty of five (5) UIT. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.
- 18.4.5 In case of non compliance of the activities to perform during the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK is due to a supposed Act of God or force majeure, or facts attributable to THE CONTRACTOR, it must send to FITEL the documentation that demonstrates it, within the following month of the event of non compliance. Furthermore, in order to assess the fact, THE CONTRACTOR must communicate the occurrence of the event, and propose the estimated days required for the compliance of said activities, within the first fifteen (15) days of the occurrence of the event.

Without said documentation, it will be impossible to demonstrate the Act of God and force majeure, or facts not attributable to THE CONTRACTOR, consequently the term will not be extended and the penalties will be applied according to the preceding sections of this Clause of the FINANCING CONTRACT, as applicable.

18.5 Penalties due to the Failure of Information delivery:

- 18.5.1 When THE CONTRACTOR fails to comply with the term established in Section 2.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the GENERAL TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.2 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit each DEFINITIVE TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.3 If THE CONTRACTOR fails to comply with the remission of the disaggregated costing of the ECONOMIC PROPOSAL of the TRANSPORTATION NETWORK, within the maximum term established in Section 2.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK. The delay by THE CONTRACTOR, will result in a penalty of one 1 UIT per each DAY of delay.
- 18.5.4 When THE CONTRACTOR fails to comply with the term established in Section 10.4 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit recommendations and the requested protocols, a penalty of one hundredth (0.01) of the UIT per each DAY of delay will be applied.
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- 18.5.5 When THE CONTRACTOR fails to comply with the term established in Section 14.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the TECHNICAL FILE, a penalty of one 1 UIT per each DAY of delay will be applied.
- 18.5.6 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of 1 UIT.
- 18.5.7 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of one (01) UIT.
- 18.5.8 If THE CONTRACTOR fails to deliver the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK according to the term foreseen in Section 15.9.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty equivalent to one hundredth (0.01) of the UIT per each DAY of delay for the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK.
- 18.5.9 If THE CONTRACTOR sends to FITEL, out of the time established in the FINANCING CONTRACT, the disaggregated information of investment costs of the TRANSPORTATION NETWORK or if it is inaccurate or false, FITEL will impose a penalty of ten (10) UIT.

➤ **COMPETENCE FACTORS**

- 18.6 In the case that THE CONTRACTOR has submitted as part of its TECHNICAL PROPOSAL, the installation of infrastructure to provide the services of the AWARDED PROJECT, in an additional amount of BENEFICIARY LOCALITIES, FITEL will impose a penalty of fifteen (15) UIT if THE CONTRACTOR fails to comply with the complete installation of any service of the AWARDED PROJECT within the term established. This penalty will not be applied if THE CONTRACTOR did not included said factor in the TECHNICAL PROPOSAL.
- 18.7 In case that THE CONTRACTOR has submitted, the delivery of tablets as referred to in the paragraph 9.1.1 of the TERMS ANS CONDITIONS as part of its TECHNICAL OFFER and fails to deliver the total number of items, FITEL will impose a penalty of fifteen (15) UIT per year of failure of delivery of the total amount of tablets.. This penalty will not be applied if THE CONTRACTOR did not include said factor.

18.8 Penalties for not keeping the GUARANTEES in force

If THE CONTRACTOR does not keep in force any of the GUARANTEES OF THE AWARDED PROJECT, FITEL will apply it a penalty according to the following formula:

$$\text{Penalty} = \frac{(\text{Guarantee Value}) \times (\text{number of Days in which the GUARANTEE is not in force})}{\text{UIT}}$$

18.9 Independence of penalties from administrative sanctions

The penalties foreseen in this FINANCING CONTRACT and its annexes, have different nature from the administrative sanctions that OSIPTEL, FITEL or any other public organism impose in the exercise of their powers.

18.10 Procedure of payment of penalties

- 18.10.1 The penalties may be discounted from disbursements indicated in the fourteenth Clause of the FINANCING CONTRACT. The payment of penalties does not imply a waiver of the right of FITEL to claim the compensation for damages, if any, neither its right to terminate the FINANCING CONTRACT, according to Section 19.2. of the nineteenth Clause of the FINANCING CONTRACT.
- 18.10.2 When there are penalties that are not covered by a pending disbursement of payment, or when there is no disbursement from which said penalties may be discounted, or in case that in the last four months of the OPERATION PERIOD there is any amount of penalties to collect by FITEL; THE CONTRACTOR must cancel the difference directly to FITEL in a term of fifteen (15) DAYS, counted since the notification of collection. In case of non compliance of said payment, we shall proceed to execute the GUARANTEE OF PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT for the Collection of the owed amount.
- 18.10.3 THE CONTRACTOR shall pay the penalties in NUEVOS SOLES.

NINETEENTH CLAUSE: CONCLUSION AND TERMINATION OF THE FINANCING CONTRACT

THE FINANCING CONTRACT may be declared as terminated due to the occurrence of some of the following grounds:

19.1 For expiration of the term of the FINANCING CONTRACT.

THE FINANCING CONTRACT will terminate, once the term referred in the Sixth Clause has expired and after the last disbursement at the CLOSURE OF THE FINANCING CONTRACT.

19.2 Termination by FITEL

19.2.1 FITEL may terminate THE FINANCING CONTRACT of full right by some of the following grounds:

- a) When THE CONTRACTOR is declared in a situation of bankruptcy before the Commission of Insolvency Proceedings of the National Institute of Defense of Competence and Intellectual Property– INDECOPI or the person acting as such.
 - b) Due to the lack of renewal of guarantees indicated in the Tenth Clause of the FINANCING CONTRACT.
 - c) Due to the unjustified non compliance of the DEFINITIVE SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK OR THE DEFINITIVE SCHEDULE OF ACTIVITIES OF THE TRANSPORT NETWORK; provided said non compliance assessed by FITEL, results in a non compliance of the activities within the INVESTMENT PERIOD of THE ACCESS NETWORK or within the INVESTMENT PERIOD of THE TRANSPORT NETWORK referred in the TECHNICAL SPECIFICATIONS.
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- d) For unjustified non compliance of the TECHNICAL SPECIFICATIONS and, in general, of the obligations agreed in the FINANCING CONTRACT.
 - e) For abandonment in rendering the service of access to Internet or, if applicable, of the access to Intranet, in some of the BENEFICIARY LOCALITIES or any of the MANDATORY PAID INSTITUTIONS for causes attributable to THE CONTRACTOR.
 - f) When there are deviations in the use of the AWARDED FINANCING, or is given a different destiny for which it was granted; without prejudice of the agreement made in the paragraph 10.2 of the Tenth Clause of the FINANCING CONTRACT.
 - g) For unjustified non compliance of the TECHNICAL PROPOSAL, except modifications established between the PARTIES.
 - h) When FITEL had knowledge that the company that leadered the CONSORTIUM did not had a minimum total participation of twenty five per cent (25%) in the legal person incorporated as THE CONTRACTOR, before three (03) years, counted since the CLOSING DATE.
 - i) For loss of the Concession of Public Telecommunications Service or loss of the registration in the registry of services of added value to provide the Public Telecommunication Services established in the TECHNICAL SPECIFICATIONS.
 - j) When the amount of penalties referred to the INVESTMENT PERIOD of THE ACCESS NETWORK or the INVESTMENT PERIOD of THE TRANSPORT NETWORK have exceeded the amount in force of the amount of the ADVANCE GUARANTEE and the PERFORMANCE BOND GUARANTEE of THE FINANCING CONTRACT, .
 - k) For inaccuracy or falsehood of the AFFIDAVITS submitted by THE CONTRACTOR in the BID, as BIDDER.
 - l) For non compliance of the obligations of CLOSURE OF THE FINANCING CONTRACT.
 - m) For reasons of convenience, importance or interest of the Peruvian Government, without being necessary the expression of cause in this case.
 - n) For refusing to transfer the ownership and title in favor of the MTC or of FITEL the ASSETS OF THE TRANSPORTATION NETWORK or of the ACCESS NETWORK respectively. This ground includes the negative to make the acts necessary to formalize or improve said transfers.
 - o) Refuse to provide all the facilities to the MTC, to FITEL and to the concessionaire of the operation of the TRANSPORTATION NETWORK that these require with the purpose to facilitate the bid and commissioning of said component of the AWARDED PROJECT.
- 19.2.2 In the cases of termination of the FINANCING CONTRACT indicated in the preceding Section, with exception of the provisions made in literal n), FITEL will be empowered to: (i) execute the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT referred in the Fourteenth Clause; and, (ii) require THE CONTRACTOR a compensation for damages caused due to its non compliance.
- 19.2.3 In case that THE CONTRACTOR has not acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK; and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e),) and m), THE CONTRACTOR shall return to FITEL the integrity of the AWARDED FINANCING disbursed until that time or, the guarantees will be executed.
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- 19.2.4 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK without proceeding to its installation and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e), and m), the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and will return the non executed part of the disbursement of the AWARDED FINANCING or, the guarantees will be executed.
- Exceptionally, and provided THE CONTRACTOR has conclusively proven to have use the totality of the disbursement of the AWARDED FINANCING in the acquisition of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, the PARTIES shall subscribe the corresponding award minutes.
- 19.2.5 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, and it has been installed and the FINANCING CONTRACT is terminated by virtue of paragraphs from a) to the literal o) of the preceding Section 19.2.1., as appropriate, the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.
- 19.2.6 In the case that THE CONTRACTOR has acquired and made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and the FINANCING CONTRACT is terminated by virtue of literal m) of Section 19.2.1., the PARTIES will subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR will keep the amount of the AWARDED FINANCING received in the part equivalent to the supply value.
- Likewise, in the case that THE CONTRACTOR has acquired but has not made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and/or FITEL has not delivered more than one disbursement, and the FINANCING CONTRACT is terminated by virtue of literal m) of the preceding Section 19.2.1., the PARTIES shall subscribe the corresponding award minutes, and the obligation of THE CONTRACTOR is to make in favor of FITEL the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT without FITEL can make other disbursements of the AWARDED FINANCING. In this assumption FITEL may decide to require the installation of the ASSETS OF THE ACCESS NETWORK and the TRANSPORTATION NETWORK.
- 19.2.7 In all the assumptions of termination by FITEL in which the corresponding award minutes is subscribed and the endorsement of the policies is made on the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK, it shall not be included neither in the minutes subscription neither in the endorsement in favor of FITEL of the policy those equipment and/or preexisting installations at the enactment of the FINANCING CONTRACT, that are used to provide the proposed services in the AWARDED PROJECT.
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The equipment and/or installations made by THE CONTRACTOR to provide services that are not required within the framework of the AWARDED PROJECT, are the ownership of THE CONTRACTOR.

19.3 Termination by THE CONTRACTOR

19.3.1 THE CONTRACTOR may terminate the FINANCING CONTRACT of full right, by the following grounds:

- a) Lack of some disbursement by FITEL, provided THE CONTRACTOR has complied with all the obligations indicated in the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR has corrected all the OBJECTIONS of the SUPERVISION REPORT; or,
- b) Non justified negative of FITEL to receive the INSTALLATION for a term greater than one hundred and twenty (120) DAYS; or,
- c) Before the delay of FITEL in the disbursement of a quota for more than one hundred and twenty (120) DAYS, for reasons not attributable to THE CONTRACTOR.

19.3.2 In such cases, THE CONTRACTOR will preserve the ownership of the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK and the disbursements effectively executed, prior reconciliation of balances; likewise, will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT; and, FITEL will be obliged to return the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT.

Likewise, having given any of the three cases indicated in the preceding Section, THE CONTRACTOR is obliged to continue providing the service according to the term and conditions indicated in its Concession Contract.

19.4 Termination by Mutual Agreement

The FINANCING CONTACT may terminate by mutual agreement, in which case, the ownership of the assets acquired with the AWARDED FINANCING will be transferred to FITEL and THE ASSETS OF THE TRANSPORTATION NETWORK will be transferred in favor of the MTC, remaining the same under the custody of FITEL until through a new bid, they are awarded. Likewise, in favor of FITEL will be the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.

Under this assumption, the PARTIES will perform the reconciliation of balances, if applicable.

In said assumption of termination, FITEL shall return the corresponding guarantee; likewise, the PARTIES declare that the payment for damages will not be claimed.

TWENTIETH CLAUSE: PROCEDURE FOR THE TERMINATION OF THE FINANCING CONTRACT

- 20.1 Prior to the termination of the FINANCING CONTRACT, the affected PARTY by the non compliance will send to the PARTY that has failed to comply, a notarial letter communicating the non compliance and terminating it of full right.
- 20.2 Regarding the assumptions foreseen in the nineteenth Clause of the FINANCING CONTRACT, FTEL may require to THE CONTRACTOR, to satisfy the provision subject matter of non compliance in a maximum term of fifteen (15) DAYS, and may establish higher terms attending exceptional circumstances upon determination of FTEL under penalty of terminating the FINANCING CONTRACT of full right according to the provisions set forth in Article 1429º of the Civil Code.
- 20.3 According to the provisions of Sections 3.20 and 3.21 of the third clause and Section 4.6. of fourth clause of the FINANCING CONTRACT in all cases of termination that are produced once the OPERATION PERIOD has begun and only in the case that FTEL requests it, THE CONTRACTOR must continue with the operation and maintenance for the term required by FTEL, which shall not exceed from eight (08) months, counted since the termination communication of the FINANCING CONTRACT, in order to guarantee the continuity of the Public Telecommunications Services. During said term, FTEL will continue delivering the corresponding financing for the proportional number of DAYS elapsed.
- 20.4 The indication made in the preceding section will be also of application for the assumption foreseen in literal a) of the paragraph 19.2.1 of the nineteenth Clause of the FINANCING CONTRACT, in which case, a temporary administration will be conformed of the AWARDED PROJECT composed by representatives of FTEL and will represent it before the Meeting of Creditors with the purpose to secure that THE CONTRACTOR continues with the provision of services established in this contract.
- During said term FTEL, and provided that the Meeting of Creditors agrees it, may continue delivering the corresponding financing for the proportional number of DAYS elapsed to the administration or liquidating entity appointed by the Meeting of Creditors according to Law N° 27809, General Law of the Bankruptcy System.
- 20.5 In all cases of termination of the FINANCING CONTRACT, a reconciliation of balances will be made until the termination date.

TWENTY-FIRST CLAUSE: CLOSURE OF THE FINANCING CONTRACT

- 21.1 Is the stage of execution of the FINANCING CONTRACT that will be made within the last semester of the OPERATION PERIOD and that will culminate with the conclusion of the FINANCING CONTRACT by the compliance of its obligations.
- 21.2 For the CLOSURE OF THE FINANCING CONTRACT, the PARTIES shall perform the following activities:
- i. THE CONTRACTOR shall correct the OBJECTIONS formulated by FTEL, in a maximum term of sixty (60) DAYS since its notification.
 - ii. Once the OBJECTIONS are corrected by THE CONTRACTOR, previously verified by FTEL, THE PARTIES within a maximum term of fifteen (15) DAYS, will reconcile the calculus and payment of penalties incurred by THE CONTRACTOR; and the financial liquidation of disbursements and payments to which the PARTIES are obliged.
 - iii. Once the information referred in the preceding literal ii) is reconciled, THE PARTIES, shall subscribe the agreement referred in Section 21.3. of this clause.
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- 21.3 The CLOSURE OF THE FINANCING CONTRACT will be formalized through the subscription of the corresponding agreement, in which the PARTIES declare that there are no outstanding obligations to comply and that the financial liquidation has been satisfactorily made.
- 21.4 On the ten (10) DAYS counted since the subscription of the agreement of the CLOSURE OF THE FINANCING CONTRACT, the last disbursement will be made and, later, in a maximum term of five (05) BUSINESS DAYS the corresponding guarantees will be returned.
- 21.5 In case of non compliance of the obligations for the CLOSURE OF THE CONTRACT, FITEL shall require to THE CONTRACTOR its compliance in a term no later than 15 DAYS, under penalty to terminate the FINANCING CONTRACT of full right, consequently it will forfeit the last disbursement and shall proceed to the execution of the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT

TWENTY SECOND CLAUSE: DISPUTE RESOLUTION

- 22.1. If there are controversies of any nature between THE CONTRACTOR and FITEL related or resulting from this FINANCING CONTRACT, that may not be settled by common agreement by both parties or if there is no mechanism of solution foreseen by this document, they will be decided by an arbitral tribunal in a legal arbitration.
- 22.2 The arbitration will be carried out by an Arbitral Tribunal composed by three (03) members.
- 22.3 The arbitration will be carried out according to the rules established in the Regulation of Arbitration of the Chamber of Commerce of Lima or in the Regulation of Arbitration of the Bar Association of Lima, of the AMCHAM or other chosen by FITEL or THE CONTRACTOR, according to the demand that comes from any of these parties.
- 22.4 The Arbitral Tribunal will be composed as follows:
- Each one of the PARTIES will appoint one arbitrator and they by common agreement, shall appoint a third arbitrator, who will chair the Arbitral Tribunal.
 - In case one of the PARTIES does not appoint its arbitrator within a term of ten (10) DAYS counted since the date in which one of them declares to the other in written its will to submit to this clause, the arbitrator who has not been appointed, will be appointed by the institution that is in charge of the Management of the arbitration process.
 - In case the PARTIES do not appoint the third arbitrator within a term of sixty (60) DAYS counted since the appointment of the second arbitrator, the third arbitrator will be appointed by the institution that is in charge of the management of the arbitration process.
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- 22.5 The Arbitral Tribunal shall have a term of ninety (90) BUSINESS DAYS since its installation to issue the corresponding arbitration award, which will be final. Likewise, the Tribunal may be in charge of accurately determining the controversy, and to grant an extension if necessary to issue the award.
- 22.6 The place of the arbitration will be the city of Lima. The language to be used in the arbitration process will be Spanish.
- 22.7 The Arbitral Tribunal, when issuing the arbitration award, shall determine the form in which the parties must assume the expenses and costs of the arbitration.
- 22.8 In case that any of the PARTIES decides to file an action for annulment against the arbitration award before the Judiciary, it must previously constitute in favor of the party or the opposite parties a Letter of Guarantee granted by a first category bank with headquarters in Lima, equivalent to US\$ 100,000.00 (One hundred thousand and 00/100 DOLLARS OF THE UNITED STATES OF AMERICA), which will be Joint and several, irrevocable, unconditional and automatically enforceable in case said resource, in final judgment, were not declared well founded. Said Letter of Guarantee must be in force during the process and will be delivered in custody to a notary of the city of Lima.
- 22.9 THE FINANCING CONTRACT is subscribed according to the legal regulations of the Republic of Peru, reason by which any controversy resulting from its performance, interpretation, execution, validity and effectiveness will be governed by these legal regulations.

The Public Telecommunications Services and the access to Internet provided by THE CONTRACTOR will be supplementary governed by the regulations in force in the country, including the regulations of continuity and quality of services, as well as the tax regime applicable to taxpayers of all the national territory and to the taxpayers of the municipalities or local governments of the country in everything not regulated in the FINANCING CONTRACT.

TWENTY THIRD CLAUSE : ASSIGNMENT OF THE FINANCING CONTRACT

- 23.1 THE CONTRACTOR may assign the FINANCING CONTRACT, and transfer or subrogate, totally or partially, the obligations under its charge, prior favorable opinion of FITEL.
- The approval of FITEL shall depend, among others, of aspects related to the financial situation of the benefitted company with the assignment of contractual position, transfer or total or partial subrogation of rights or obligations derived from the FINANCING CONTRACT.
- 23.2 THE CONTRACTOR is obliged to deliver to FITEL the information it may require, for purposes of the assignment and/or transfer of the FINANCING CONTRACT.
- 23.3 In case FITEL approves the assignment, transfer or indicated subrogation, an addendum must be subscribed to the FINANCING CONTRACT.
- 23.4 The new contractor, must comply with the same requirements established in the TERMS and the matters that correspond to the FINANCING CONTRACT.
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TWENTY FORTH CLAUSE: OTHER PROVISIONS

24.1 Integrant Parts of the Contract

The FINANCING CONTRACT includes its annexes. In the case that there is a contradiction between the Clauses and Annexes, the clauses shall prevail. Likewise, in case of discrepancy between the documents that conform it, the order of priority will be the following:

- a) The FINANCING CONTRACT.
- b) The TECHNICAL PROPOSAL.
- c) The CIRCULARS.
- d) The TECHNICAL SPECIFICATIONS.
- e) The TERMS.

The FINANCING CONTRACT may be elevated to the status of a notarized public document upon the decision of any of the PARTIES. In any case, THE CONTRACTOR shall bear the corresponding costs.

24.2 Waiver of Rights

The waiver of any of the PARTIES to one or more rights that correspond according to the FINANCING CONTRACT will only have effect if made in written and with duly notification to the other PARTY. If at any time one of the PARTIES waives or does not exercise a specific right indicated in the FINANCING CONTRACT, such conduct may not be considered by the other PARTY as a permanent waiver to enforce the same right or any other that corresponds according to the FINANCING CONTRACT.

In compliance of the aforementioned, and in exercise of the power of THE CONTRACTOR, it irrevocably and unconditionally waives to any diplomatic claim with relation to the FINANCING CONTRACT.

24.3 Modification of the Contract

The PARTIES agree to be available to introduce modifications to the FINANCING CONTRACT and its composing parts, by common agreement, when they deem as convenient. Any modification or amendment, total or partial, of the FINANCING CONTRACT and its composing parts will only have validity if is in written in the corresponding addendum and it is subscribed by the legal representative or a representative duly authorized of each one of the PARTIES.

24.4 Revocation of Contract

The parties expressly recognize that in the assumption that any of the clauses of the FINANCING CONTRACT lacks of the vice of nullity, said situation shall not determine the revocation of the FINANCING CONTRACT but only of the clause that is null, in which case the FINANCING CONTRACT will keep its full validity and enforceability. However, if the null clause affects the FINANCING CONTRACT, the parties may request to declare the revocation of it.

Similarly, if within a same clause of the FINANCING CONTRACT, any of the numerals of said clause lacks of the vice of nullity, said situation shall not determine the nullity of all the clause if said numeral could be removed without affecting the unit of the corresponding clause.

24.5 Intellectual Property

THE CONTRACTOR and FITEL exercise in equal conditions the intellectual property of the reports, and, in general, any document that THE CONTRACTOR prepares in compliance of the FINANCING CONTRACT, and any of the PARTIES exercise its right in their own benefit or of third parties.

THE CONTRACTOR may request to FITEL, the declaratory of confidentiality of the information, according to the provisions set forth in the applicable regulation.

TWENTY FIFTH CLAUSE: NOTIFICATIONS

- 25.1 All the notifications and communications related to the FINANCING CONTRACT, unless another mechanism or formality is expressly stated, will be made in written, and will be sent from and to the addresses, fax numbers and e-mails indicated in Section 25.3. of this clause, with the corresponding effects established in the same section.
- 25.2 Any of the PARTIES may modify the addresses, fax numbers and e-mails, prior communication in written to the other PARTY, sent in the form indicated in Section 25.4. of this clause, with the corresponding effects established in the same section.
- 25.3 All the notifications under the FINANCING CONTRACT will be delivered with acknowledgment of receipt, or with any other mechanism that credits the date of delivery of the notification, and will be effective on the date indicated in the corresponding acknowledgment of receipt.

For purposes foreseen in this clause, the parties indicate as their addresses and fax numbers the following:

FITEL

Attention: Technical Secretariat of FITEL
Address: Jr. Zorritos 1203, Lima 1.
Fax №: 615-7815
E-mail: fitel@mintc.gob.pe

CONTRACTOR:

Attention: Mr. ArieH Gad Rohrstock and Miss. Yveth Fiorella Romero Guia
Address: Av. Carlos Villarán No. 140, Floor No 12 from building "A" Interbank, district "La Victoria", Lima
Fax №: 266-0933
E-mail: yromero@gilatla.com and legalperu@gilatla.com

25.4 Any change of data of FITEL or of THE CONTRACTOR must be made through written communication sent to the other PARTY by notary and have effect since the following day of the date indicated in the corresponding acknowledgment of receipt.

The parties sign, in three copies, in agreement, in the city of Lima, on May 27th, 2015

FITEL

THE CONTRACTOR

ANNEXES

ANNEX N° 1	:	BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS
ANNEX N° 2	:	TECHNICAL PROPOSAL
ANNEX N° 3	:	DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR
ANNEX N° 4	:	ECONOMIC PROPOSAL
ANNEX N° 6	:	ADVANCE GUARANTEE AND PERFORMANCE BOND OF THE FINANCING CONTRACT
ANNEX N° 7	:	TECHNICAL SPECIFICATIONS
ANNEX N° 8	:	TERMS THAT GOVERN THE BID
ANNEX N° 9	:	CIRCULARS
ANNEX N° 10	:	AFFIDAVIT OF RESPONSIBILITY
ANNEX N° 11	:	PROCEDURE OF CALCULUS FOR AVAILABILITY
ANNEX N° 12	:	FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK
ANNEX N° 13	:	GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS

ANNEX N° 1
BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS

ANNEX N° 2
TECHNICAL PROPOSAL

ANNEX N° 3
DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR

ANNEX N° 4
ECONOMIC PROPOSAL

ANNEX N° 5
ADVANCE PAYMENT GUARANTEE AND

PERFORMANCE BOND OF THE FINANCING CONTRACT

ANNEX N° 6
TECHNICAL SPECIFICATIONS

ANNEX N° 7
TERMS THAT GOVERN THE BID

ANNEX N° 8
CIRCULARS

**ANNEX N° 9
AFFIDAVIT OF RESPONSIBILITY**

Reference: Section 11.1 of the Eleventh of the FINANCING CONTRACT

By this document, name or corporate name of the contractor, declare under oath the following:

- That, will inform to FITEL about the implementation of THE AWARDED PROJECT through the participation of subcontractors or other forms of outsourcing.
- That, assumes the responsibility of the compliance of the contractual obligations of the subcontractor or of other natural or legal persons with whom he shall subscribe outsourcing contracts for the implementation of the AWARDED PROJECT.
- That, will not allege breach of subcontractors and of natural or legal persons with whom he shall subscribe outsourcing contracts to evade the obligations assumed in the FINANCING CONTRACT.

Place and date: Lima., 2015

Entity
Name of THE CONTRACTOR

Name
Legal Representative of THE CONTRACTOR

Signature
Legal Representative of THE CONTRACTOR

ANNEX N° 10
PROCEDURE OF CALCULUS FOR AVAILABILITY

The availability for the telecommunications services of the AWARDED PROJECT shall take into account the cases in which the interruption of the service is due to the lack of electric fluid, under the following considerations:

Localities with conventional electric energy:

In this case THE CONTRACTOR should try to have an independent meter with the purpose that the operability of the equipment does not depend of the action of third parties.

In this assumption, if there is a cut of electric fluid, after the time of autonomy of the system of electric support has concluded indicated in the TECHNICAL SPECIFICATIONS, the interruption will not be counted until the replacement of the conventional electric energy.

To credit an electric cut it will be enough to submit a report of alarm of the system of management and monitoring of the implemented network. In case that the system of management and monitoring do not allow distinguishing the kind of alarms, THE CONTRACTOR must submit proof of accreditation signed by the concessionaire of electric energy or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In the cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the system of electric support, reducing the time of autonomy of the system, the time of interruption will not be considered from the cut of the service, provided it is determined that the origin is due to the cut of electric energy.

In those cases in which the electric energy is provided by a settler, town or any other third party different to the energy concessionaire, THE CONTRACTOR assumes the responsibility of the energy cut due to causes that are different to the aforementioned.

Localities without conventional electric energy:

THE CONTRACTOR according to the TECHNICAL SPECIFICATIONS will propose in its TECHNICAL PROPOSAL the design of the energy system that allows guaranteeing the availability of the services according to the requirement of the TECHNICAL SPECIFICATIONS.

In cases where there is a service cut within the time of autonomy of the electric system, the interruption will be counted within the period of availability of the services.

To demonstrate an energy system cut implemented by, but not attributable to THE CONTRACTOR, THE CONTRACTOR must submit proof of accreditation signed by the MANDATORY PAID INSTITUTION or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In some cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the electric system, reducing the time of autonomy of the system, the time of interruption will not be considered since the service cut, provided it is determined that the origin is due to an inadequate load of the batteries.

In cases in which the interruption of the service is due to climatological factors, the following points will be taken into account:

If the energy cut is due to the solar incidence in the transmission equipment, the interruption will not be counted provided the occurrence of this event is credited with the submission of a report or document of a specialized organism, public or private (previously approved by FITEL) indicating the anomaly of solar radiation and the effects it will produce.

If the cut is due to the absence of sunlight that do not allow the load of the batteries through solar panels, the interruption will not be counted provided a document of a specialized organism is submitted or the Affidavit of any authority of the locality or district, certifying the absence of sunlight.

Availability Schedule of the Service.

Within the Schedule in which the TECHNICAL PROPOSAL has not considered available, the equipment will not be counted with any interruption.

To determine the time of total interruption, we shall add all the service cuts higher than one third of the estimated availability for each day.

ANNEX N° 11
 FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	INFRASTRUCTURE OF STATIONS						
	Tower Type 1						
	Tower Type 2						
	Tower Type 3						
	Tower Type 4						
	Tower Type 5						
	Anchor						
	Support						
	Others						
II	ASSOCIATED CIVIL WORKS						
	Perimeter Enclosure						
	Physical Edge security						
	Booths						
	Tower Base						
	Inst. of support Bracket type for antenna of RF.						
	Others						
III	MANPOWER						
	Installation of towers						
	Associated civil works						
	Material haulage						
	Equipment haulage						
	Others						
IV	LICENSES AND PERMITS						
	Municipal permits						
	SERNANP						
	CIRA						
	Others						
V	Energy and security system of Stations						
	Place conditioning						
	Batteries bank						
	UPS						
	Generators						
	Fuel tank						
	Electrical panels						
	Rectifiers						
	Ground						
	Light facilities						
	Lightning rod						
	Solar panels						
	Ground installation						
	Electric network installation						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Optical Equipment						
	Switches and routers of connection to the transportation network						
	Connectors						
	Others						
II	Radio Equipment						
	Ptp Radios						
	Base Radios						
	AP Radios						
	Antennas						
	Connectors						
	Amplifiers						
	Others						
III	MANPOWER						
	Radios installation						
	Network configuration						
	Others						
IV	User Modules						
	Computers						
	UPS						
	Switch and cables						
	Others						
V	Management Center						
	Management system of radios						
	Management system of the electric part						
	Management system of security and alarms						
	Servers						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary price S/.	Total Price \$	Total Price S/.
I	Preparation of plans and methodology						
	Training Awareness WEB applications Others						
II	Execution of activities						
	Cost of training service Cost of awareness service Amounts of diffusion contracts. Servers, etc. Others						
III	Modules						
	Computers UPS Switch and cables Others						
IV	Management Center						
	Management System of Radios Management system of the electric network Management system of security and alarms Others						

Item	Optical Fiber	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Acquisition						
	Optical Fiber x reel Optical Equipment (detail per type) Switches Connectors Others						
II	Nodes						
	Conditioning Cabinets Air conditioning system Fire system Cables Security system Others						
III	Manpower						
	Installation of fiber Equipment installation Others						

ANNEX N° 12
GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS AND BENEFICIARY LOCATIONS

1. THE CONTRACTOR has the obligation to provide the service of access to Internet to each one of the MANDATORY PAID INSTITUTIONS located in the BENEFICIARY LOCALITIES according to Annex 01 of the FINANCING CONTRACT.
 2. The changes of the MANDATORY PAID INSTITUTIONS operate in the following cases:
 - 2.1 That the MANDATORY PAID INSTITUTION already has the service of access to Internet and declares that it does not want to hire the service to THE CONTRACTOR at least during the INVESTMENT PERIOD of the AWARDED PROJECT.(This is during the INVESTMENT PERIOD of the ACCESS NETWORK and during the INVESTMENT PERIOD of the TRANSPORT NETWORK).
 - 2.2 That the MANDATORY PAID INSTITUTION put impediments to the installation of the equipment for any none justified reason.
 - 2.3 That for any reason, whether technical or by impediment of the population or authorities, among others, the station (POP) may not be installed that will supply the service to the BENEFICIARY LOCALITY, and in this case they should make the change of all the MANDATORY PAID INSTITUTIONS. In which case a change of BENEFICIARY LOCATION will take place.
 - 2.4 In all the aforementioned cases, FITEL will assess and determine if said changes proceed, communicating to THE CONTRACTOR its approval.
 3. The MANDATORY PAID INSTITUTIONS of replacements may be proposed by THE CONTRACTOR and will be given preference according to the following considerations:
 - 3.1 The replacements of the MANDATORY PAID INSTITUTIONS will be given preferably within the same BENEFICIARY LOCALITY.
 - 3.2 The educational institutions may be only replaced by another educational institution, in this case THE CONTRACTOR may solicit FITEL the exchange for another academic institution located in another BENEFICIARY LOCATION
 - 3.3 The MANDATORY PAID INSTITUTIONS different to the educational institutions may be replaced by police stations, posts, municipalities or others, in the same or different locality.
 4. In no case THE CONTRACTOR may require additional financing to FITEL basing it in the replacement of some MANDATORY PAID INSTITUTION or some BENEFICIARY LOCATION.
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**ANNEX N° 5 OF THE BID TERMS
CONTENT OF ENVELOPE N° 3**

**LETTER OF PRESENTATION OF THE ECONOMIC PROPOSAL
(Form for Assessment of ECONOMIC PROPOSALS of SUITABLE BIDDERS)¹**

Lima, February 24th 2015

Messrs.
ProInversión Committee in Project of Energy and Hydrocarbons PRO CONECTIVIDAD
Agency for Promotion of Private Investment - ProInversión
Present-

Reference: Public Tender for the execution of the Projects "Broadband Installation for Comprehensive Connectivity and Social Development of the Apurímac Region".

SHORTLISTED BIDDER: **CONSORCIO GILAT.**

Dear Sirs:

According to the BID TERMS and to all the information contained thereof, we submit our ECONOMIC PROPOSAL, in the following terms:

TECHNICAL PROPOSAL			
COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
Localities additional	Number	Thirty seven	37
Tablets	Number	Ninety six thousand seven hundred	96,700
ECONOMIC PROPOSAL			
COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
FINANCING OF THE TRANSPORTATION NETWORK	US\$	Twenty seven million seven hundred eight thousand and 00/100	27 708 000.00
ACCESS NETWORK FINANCING	US\$	Fifty four million nine hundred fifty two thousand nine hundred fifty and 00/100	54 952 950.00
The figures will be written with a maximum of two (02) decimals.			
BONUS FOR ADVANCEMENT PERFORMANCE OF THE INSTALLATION STAGE			
CALENDAR DAY	UNITS	IN LETTERS	IN NUMBERS
Number of calendar days reduction	calendar days	Sixty	60

We declare that the ECONOMIC PROPOSAL will be valid and firm for a minimum period of one hundred and fifty (150) days, counted since the date of the reception act of Envelopes N° 2 and N° 3 and opening of Envelopes N° 2, and we are committed to extend it compulsorily if the COMMITTEE provides it.

We accept that this ECONOMIC PROPOSAL is incorporated to the FINANCING CONTRACT in all its terms and conditions without any exception and that it has the nature of an affidavit.

¹ Incorporado mediante Circular N° 1 (literal C) y modificado mediante Circulares N° 8 y N° 18(literal B y Modificación N° 20, respectivamente).

Cordially yours,

Entity : **CONSORCIO GILAT**
SHORTLISTED BIDDER

Name : ARIEH GAD ROHRSTOCK
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Name : YVETH FIORELLA ROMERO GUIA
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Note: If there is any discrepancy between a figure expressed in numbers and in letters, shall prevail the amount expressed in letters.

REPUBLIC OF PERU



TELECOMMUNICATIONS INVESTMENT FUND



PRIVATE INVESTMENT PROMOTION AGENCY

FINANCING AGREEMENT

PUBLIC BID

PRIVATE INVESTMENT PROMOTION PROCESS FOR IMPLEMENTATION OF THE PROJECT:

**“INSTALLATION OF BROADBAND FOR COMPREHENSIVE
CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE
HUANCAVELICA REGION”**

PROINVERSION COMMITTEE FOR ENERGY AND HYDROCARBONS PROJECTS - PRO CONNECTIVITY

May 2015

FINANCING AGREEMENT FOR THE PROJECT:

**“INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND
SOCIAL DEVELOPMENT OF THE HUANCVELICA REGION”**

This document certifies the Non-Reimbursable Financing Agreement for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region" (hereinafter the FINANCING AGREEMENT) entered into by the Telecommunications Investment Fund (hereinafter FITEL), with RUC (Peruvian Taxpayer Registration) No. 20514935590 and domiciled at Jr. Zorritos No. 1203, Lima 01, represented by its Technical Secretary LUIS ANDRES MONTES BAZALAR, identified with DNI (National ID Card) No. 10476312, under the provision given in Paragraph 15 of Article 9 of Supreme Decree No. 036-2008-MTC, and the other, the company GILAT NETWORKS PERU S.A. (hereinafter the CONTRACTOR), registered in the city of Lima, Peru, with Peruvian Taxpayer Registration No. 20600386442, domiciled at Av. Carlos Villarán No. 140, floor No. 12 from building "A" Interbank represented by its General Manager, Mr. Arie Gad Rohrstock, identified with National ID Card No. 000105760, and its Chief Legal Counsel, Mr. Yveth Fiorella Romero Guía, identified with National Identity Card No. 41358105 acting according to the powers dated May 15th, 2015, entered in Entry № 13431090 of the Registry Office of Lima.

The FINANCING AGREEMENT is held to the terms and conditions specified in the following clauses:

FIRST CLAUSE: BACKGROUND AND LEGAL FRAMEWORK:

- 1.1. FITEL is a fund for the provision of universal access, meaning access in the national territory to a set of essential telecommunications services, capable of transmitting voice and data, which has, among its objectives, reducing the gap in access to telecommunications services in rural areas and in places considered of social interest.
 - 1.2. By Law No. 28900 was granted to FITEL the status of legal entity of public law. FITEL is assigned to the Transport and Communications Sector. The above mentioned law was regulated by Supreme Decree No. 010-2007 MTC.
 - 1.3. The Regulation for the Administration and Functions of the Telecommunications Investment Fund - FITEL, approved by Supreme Decree No. 036-2008-MTC
 - 1.4. The "Guidelines of the policy for the opening of the telecommunications market in Peru", approved by Supreme Decree No. 020-98-MTC, published on August 5th, 1998 and its amendments.
 - 1.5. Also, the "Guidelines of policies to promote greater access to Public Telecommunications Services in rural areas and places of preferential social interest", approved by Supreme Decree No. 049-2003-MTC published on August 17th, 2003, indicate that its goal is to accelerate the incorporation, under equal conditions, of populations in rural areas and of social interest, to the opportunities offered by Information Technology and Communication, promoting their integration into the public telecommunications network.
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- 1.6. By Supreme Decree No. 024-2008-MTC, published on August 16th, 2008, was approved the General Regulatory Framework to promote the development of Public Telecommunications Services in rural areas and places of social interest.
 - 1.7. Ministerial Resolution No. 224-2012 MTC/01, published on May 12th, 2012, whereby the Institutional Strategic Plan of Transportation and Communications Sector was approved, which establishes as one of the specific objectives "to promote the deployment of telecommunications infrastructure and services that enable connectivity and virtual integration of the country, prioritizing areas of social interest and borders"; specifying as target to achieve by 2016, that Peru has 100% districts served by at least one telecommunications service.
 - 1.8. Law N° 29904, Law for Promotion of Broadband and Construction of the National Fiber Optic Backbone Network stated as a public necessity and national interest, the construction of a National Fiber Optic Backbone Network which gathers together all the capitals of the provinces of the country and the deployment of high-capacity networks that integrate all districts to enable broadband connectivity fixed and/or mobile and mass distribution across the country, in terms of competition.
 - 1.9. With Supreme Decree No. 014-2013-MTC was approved the Regulation of Law No. 29904 – Law for Promotion of Broadband and the Construction of the National Fiber Optic Backbone Network.
 - 1.10. Law No. 30228, amending Law No. 29022 –Law to expand telecommunications infrastructure, called Law to enhance the expansion of Telecommunications Infrastructure.
 - 1.11. With Official Letter No. 1179-2014 MTC/24, dated July 2nd, 2014, PROINVERSIÓN was commissioned to prepare the TENDER for selecting the Operator who will be responsible for implementing the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region"
 - 1.12. Supreme Resolution No. 038-2014_EF dated August 18th, 2014-EF, published on August 19th, 2014, whereby the resolution adopted at the meeting of the Steering Council of PROINVERSIÓN of July 14th, 2014, which incorporated to the process of Private Investment Promotion of the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region"
 - 1.13. Supreme Resolution No. 044-2014-EF, published on August 26th, 2014, ratified the agreement that determined the modality under which the private investment promotion in the Project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region", will be established in paragraph a) of Article 2 of Legislative Decree No. 674; and the Agreement that approved the Promotion Plan of the Project.
 - 1.14. Under PROINVERSION Agreement No. 622-3-2014-CPC, dated August 27th, 2014 the Steering Council of PROINVERSION agreed to approve the Terms and Conditions of the Tender of the private investment promotion process for the implementation of the project: "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region".
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- 1.15. Under the Agreement of the PROINVERSION Energy and Hydrocarbons Committee - PRO CONNECTIVITY Committee, No. 233-4-2014-Telecommunications, dated December 1, 2014, the Consolidated Text of the tender process Terms and conditions was approved for the process of promotion of private investment for the execution of the project: " Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region " which incorporated the amendments to these rules which to date have been submitted to Bidders.
- 1.16. Under the Agreement Proinversion No. 658-5-2015-CPC dated January 20th, 2015 the PROINVERSION Board agreed to approve the final version of the financing contract for the process of promotion of private investment for the execution of the project: "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region ".
- 1.17. By Resolutions of the Board of OSIPTEL No. 003-2015-CD / OSIPTEL and 004-2015-CD / OSIPTEL published with date January 11, 2015, the top rates of transport services and internet access were established respectively, corresponding to regional projects Fiber Optic backbone network

SECOND CLAUSE: DEFINITIONS

All references herein to Clause, Number, Literal, Exhibit and Appendix should be understood as Clauses, Paragraphs, literals, Appendices and Exhibits contained in the FINANCING AGREEMENT, unless expressly stated otherwise.

For the purposes of the FINANCING AGREEMENT and its proper interpretation, the capitalized terms shall be as defined precisely for each one in the same and in the list of definitions provided in Paragraph 1.3. of the TERMS AND CONDITIONS.

The terms that are not expressly defined shall have the same meaning assigned to them by technical language or meaning assigned according to relevant applicable laws or, alternatively, in their natural and obvious sense, according to the general use of them. In the text of the FINANCING AGREEMENT the terms denoting singular also include the plural and vice versa, as long as the context requires.

In the FINANCING AGREEMENT, the following terms shall have the meanings indicated:

- 2.1 MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS: It is the document prepared by FITEL whereby the CONTRACTOR transfers ownership of NETWORK ACCESS ASSETS to FITEL, AT THE END OF FINANCING AGREEMENT or when any assumption of Section Nineteenth occurs.
 - 2.2 MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS: The document through which the CONTRACTOR transfers to MTC, the ownership and control of the TRANSPORT NETWORK ASSETS, once the Concession Agreement has been signed between the MTC and the Concessionaire for the operation of the TRANSPORTATION NETWORK or when any of the assumptions of the nineteenth Clause of the FINANCING AGREEMENT occur. This act will be subscribed between the CONTRACTOR and FITEL who will subscribe it in representation of MTC
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- 2.3 MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF ACCESS NETWORK: It is the document signed by the CONTRACTOR and FITEL by which the former accepts the results reported in the ACCESS NETWORK SUPERVISION REPORT corresponding to the installations performed. Also, with the signing of this document, compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS, corresponding to the ACCESS NETWORK are certified. The model of the minutes is shown in Exhibit No. 4 ,annex 8B of the Terms and conditions and may be amended, being FITEL who finally determines its final content.
 - 2.4 MINUTES OF CONFORMITY OF THE INSTALLATION AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK: The document prepared by FITEL and signed by the CONTRACTOR and FITEL by which the former accepts the results stated in the TRANSPORTATION NETWORK SUPERVISION REPORT corresponding to the installations made. This document also certifies compliance with the conditions laid down in the TECHNICAL SPECIFICATIONS for total TRANSPORTATION NETWORK. The model of the minutes shown in Exhibit No. 5 of the Annex 8A of the terms and conditions and may be modified, being FITEL who finally determines its final content.
 - 2.5 INSTALLATION MINUTES OF NETWORK ACCESS: Is the document that indicates and credits compliance with the installation and operation of any infrastructure, equipment, hardware, software and other information needed to provide access to Internet and Intranet access offered by the ACCESS NETWORK. It is prepared by the CONTRACTOR, approved by FITEL, and signed by both. It is also an Affidavit.
 - 2.6 INSTALLATION MINUTES OF TRANSPORTATION NETWORK: Is the document that credits and indicates the compliance with the installation and operation of the major components of the TRANSPORTATION NETWORK. It is made by the CONTRACTOR for each node as well as for the Network Operations Center (NOC) and MAINTENANCE CENTER. The INSTALLATION MINUTES OF TRANSPORTATION NETWORK are signed by the CONTRACTOR and FITEL. It is also an Affidavit.
 - 2.7 EXPANSION OF THE AWARDED PROJECT: Is the incorporation of new BENEFICIARY LOCALITIES and/or district capitals, in the area of influence of the project, which will involve additional subsidy of up to 20% of the FINANCING AWARDED, prior technical appraisal and approval of FITEL. Regarding the ACCESS NETWORK, this extension may be requested by any of the PARTIES within the ACCESS NETWORK INVESTMENT STAGE and regarding the TRANSPORTATION NETWORK within the first six (6) months of the TRANSPORTATION NETWORK INVESTMENT STAGE.
 - 2.8 ACCESS NETWORK ASSETS: These are the assets comprised of metal structures, self-supporting towers, bases foundation, the lot where those structures are placed and all passive elements which make up the NETWORK ACCESS and will be owned and domain of FITEL after the signing of MINUTES OF AWARD OF NETWORK ACCESS ASSETS. The active equipment is owned and domain of the CONTRACTOR.
 - 2.9 TRANSPORTATION NETWORK ASSETS: Means all real or personal property that integrates the TRANSPORTATION NETWORK, according to the provisions of the TECHNICAL SPECIFICATIONS of the TRANSPORT NETWORK. These assets will be owned by MTC after the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS between the CONTRACTOR and FITEL, who will subscribe the act representing the MTC.
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- 2.10. CLOSURE OF THE FINANCING AGREEMENT: It's the process by which the PARTIES agree the completion of their contractual rights and obligations. This procedure will take place during the second half of OPERATION PERIOD; as such, it will be understood as a stage within this period.
- 2.11. FINANCING AGREEMENT: It is the legal relationship held between FITEL and the CONTRACTOR, whose purpose is to regulate:
- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the relevant TECHNICAL SPECIFICATIONS;
 - b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
 - c) The implementation of CAPACITY BUILDING; and
 - d) The use of the AWARDED FUNDING for implementing the Awarded Project.
 - e) The disbursement of the AWARDED FUNDING to the CONTRACTOR by- FITEL
- 2.12. DAYS: It should be understood as calendar days (working days, non-working and holidays), unless expressly stipulated otherwise.
- 2.13. WORKING DAYS: It should be understood to days other than Saturday, Sunday or nonworking holiday in the city of Lima (including non-working days for the public administration). Also understood as holidays, those calendar day on which banks in the city of Lima, are not obliged to serve the public by order of governmental authority; and holidays established by the competent authority of the Huancavelica Region.
- 2.14. The CONTRACTOR: Is the legal entity awarded the tender with whom FITEL signs this FINANCING AGREEMENT and who will implement the AWARDED PROJECT.
- 2.15. INSTALLATION STAGE: The time in which the CONTRACTOR displays the infrastructure, equipment and other items in the ACCESS NETWORK and TRANSPORTATION NETWORK fulfilling the provisions of the TECHNICAL SPECIFICATIONS. The deadline for completion of this stage is the indicated in the Technical Proposal, which shall not be less than 10 months nor more than 12 months since the DATE OF CLOSURE.
- 2.16. DATE OF CLOSURE: The date, place and time to be carried out the acts set forth in Paragraph 11.3 of the TERMS AND CONDITIONS.
- 2.17. FINANCING AWARDED: Is the amount of the FINANCING granted for the TRANSPORTATION NETWORK and ACCESS NETWORK that corresponds to the the AWARDED PROJECT, as provided in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, FITEL and OSIPTEL. (which are established in the TUO of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUO of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute.
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- 2.18. ACCESS NETWORK FINANCING: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FITEL must deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. This includes the necessary financing for the CONTRACTOR to acquire, install, operate and maintain and run the THE ACCESS NETWORK and implements the CAPACITY BUILDING, providing all the services involved in the Technical Proposal in accordance with the TECHNICAL SPECIFICATIONS. This includes all applicable taxes and contributions to the MTC, OSIPTEL and FITEL. (which are established in the TUE of the Telecommunications Act approved by Supreme Decree No. 013-93-TCC, in the TUE of the General Regulation of the Telecommunications Act, approved by Supreme Decree No. 020-2007-MTC and its amendments, such as fee for commercial exploitation of service and contribution to FITEL, as well as the contribution by regulation to OSIPTEL established by Law No. 27332 in accordance with Supreme Decree No. 103-2003-PCM and Supreme Decree No. 012-2002-PCM, as amended, or the rules that substitute)
 - 2.19. FINANCING OF THE TRANSPORTATION NETWORK: Is the non-refundable amount recorded in the ECONOMIC PROPOSAL expressed in US\$ and which FITEL shall deliver to the CONTRACTOR as part of its obligations as stipulated in the FINANCING AGREEMENT. Includes the necessary financing for the CONTRACTOR to purchase and install the TRANSPORTATION NETWORK in line with the TECHNICAL SPECIFICATIONS. This includes all taxes.
 - 2.20. ADVANCE PAYMENT GUARANTEE: The joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussion or division, and automatic enforceable on behalf of FITEL, that the CONTRACTOR shall deliver on the CLOSING DATE to ensure the correct use of first disbursement of the FINANCING OF THE ACCESS NETWORK and the TRANSPORT NETWORK in accordance with the provisions of this FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
 - 2.21. PERFORMANCE BOND OF THE FINANCING AGREEMENT: Is the joint and several, unconditional, irrevocable letter of guarantee, without benefit of excussio or division, and of automatic enforceable on behalf of FITEL, that the CONTRACTOR shall deliver at the CLOSING DATE, in order to support the compliance with obligations under the FINANCING AGREEMENT. It must be issued in accordance with the conditions established in the TERMS AND CONDITIONS.
 - 2.22. MANDATORY PAID INSTITUTION: Is the public institution referred to in Exhibit 8B of the TERMS AND CONDITIONS, in which the CONTRACTOR undertakes to install the necessary equipment and provide services of the AWARDED PROJECT during the term of the FINANCING AGREEMENT.
 - 2.23. APPLICABLE LAW: These are the standards listed in Paragraph 1.4. of the TERMS AND CONDITIONS, including its amendments, and any other according to the Peruvian laws applicable.
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- 2.24. **BENEFICIARY LOCALITIES:** are the locations where the CONTRACTOR, according to the terms of this FINANCING AGREEMENT, must install, operate and maintain the services offered in AWARDED PROJECT. These areas are included in the list contained in Exhibit 1 of this FINANCING AGREEMENT. The ADDITIONAL BENEFICIARY LOCALITIES offered by the CONTRACTOR become BENEFICIARY LOCALITIES from the moment of the signing of the FINANCING CONTRACT.
- 2.25. **MTC:** Is the Ministry of Transportation and Communications.
- 2.26. **APPLICABLE REGULATIONS:** These are the APPLICABLE LAWS and any other that, under the law, is applicable to the performance of the FINANCING AGREEMENT, including standards of quality and continuity of services and the tax regime applicable to taxpayers in the country and taxpayers of local and regional governments in the country that is not governed by FINANCING AGREEMENT.
- 2.27. **PARTY:** FITEL or the CONTRACTOR, as applicable.
- 2.28. **PARTIES:** FITEL and the CONTRACTOR equally.
- 2.29. **INVESTMENT PERIOD OF THE ACCESS NETWORK:** It is the period, the maximum length is fourteen (14) months from the CLOSING DATE, comprising the activities referred to in INSTALLATION STAGE and supervision activities to approve the installations made, referred to in the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK; finishing with the signing of the MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF THE ACCESS NETWORK.
- 2.30. **INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK:** is the period, which maximum length is fourteen (14) months from the CLOSING DATE, comprising the activities covered by the INSTALLATION STAGE and monitoring activities to give according to installations made as referred to in the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK; culminating with the signing of the MINUTES OF CONFORMITY OF FACILITIES AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK.
- 2.31. **PERIOD OF OPERATION:** The duration of one hundred twenty (120) months from the day following the completion of the ACCESS NETWORK INVESTMENT PERIOD. In which the CONTRACTOR will operate and maintain the ACCESS NETWORK to ensure its operation and provision of services comprising the AWARDED PROJECT. In this period of time, the services will be provided commercially.
- 2.32. **TRIAL PERIOD:** The time when THE CONTRACTOR will operate and maintain, if applicable, the TRANSPORTATION NETWORK for the exclusive use of the AWARDED PROJECT and allow the operation of the ACCESS NETWORK. This period shall not exceed twelve (12) months, which start from the day following the completion of the TRANSPORTATION NETWORK INVESTMENT PERIOD, culminating with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS.
- 2.33. **PROINVERSIÓN:** Private Investment Promotion Agency, an organization referred to in Law No. 28660 and the Ministerial Resolution No. 083-2013-EF/10 or regulations that substitute them.
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- 2.34. AWARDED PROJECT: Is the PROPOSAL of the QUALIFIED BIDDER declared the winner of the Award by the COMMITTEE
- 2.35. ACCESS NETWORK: The telecommunications network implemented according to the criteria in the appropriate TECHNICAL SPECIFICATIONS, which allows the end user to access the public telecommunications services and access to intranet of the AWARDED PROJECT, using the TRANSPORTATION NETWORK.
- 2.36. TRANSPORTATION NETWORK: This is the high-speed network of availability and reliability, designed based on the laying of fiber optic redundancy scheme and points of presence in the district capitals, as provided in Section 7.4 of Article 7 of law No. 29904. This will be deployed by the CONTRACTOR in the BENEFICIARY LOCATIONS.
- 2.37. UIT: It is the Tax Unit

THIRD CALUSE: STATEMENTS OF THE CONTRACTOR

- 3.1. The CONTRACTOR states that is a legal entity duly incorporated under the regulations of the Republic of Peru, having proved its existence and its representation according to law and is duly authorized and able to assume the obligations under the FINANCING AGREEMENT to exercise technical, commercial and financial activities, in the implementation of the AWARDED PROJECT.
 - 3.2. The CONTRACTOR acknowledges and agrees that it is the decisive reason of FITEL for the celebration of the FINANCING AGREEMENT that, in the terms stipulated therein, in their Technical Proposal and in the TECHNICAL SPECIFICATIONS, the CONTRACTOR must perform the design, procurement and installation of networks, equipment and access services to the Internet and Intranet, to implement CAPACITY BUILDING, and keep them in operational terms, performing the corresponding preventive, predictive and corrective maintenance, so that the Peruvian State has the deployed optical fiber in the case of TRANSPORTATION NETWORK and that the BENEFICIARY LOCATIONS and MANDATORY PAID INSTITUTIONS have the infrastructure and equipment properly installed and fully operational in the case of ACCESS NETWORK.
 - 3.3. The CONTRACTOR has the authorization certificates that allow it to provide the services to which it is bound according to the TECHNICAL SPECIFICATIONS.
 - 3.4. The CONTRACTOR is committed to install the networks OF THE AWARDED CONTRACT and provide the services in the quality conditions established in the TECHNICAL SPECIFICATIONS.
 - 3.5. The CONTRACTOR states that its representative, who signs the FINANCING AGREEMENT, is duly authorized, that its subscription has been authorized by its Board of Directors (or the highest authority of the company) and, with his signature, requires no further action or approval to ensure their validity and to comply with the obligations in the same.
 - 3.6. The CONTRACTOR states that for the subscription of the FINANCING AGREEMENT and compliance with contractual obligations, it does not require legal authorization or regulatory authority of any foreign country in which any of its shareholders is incorporated or has its principal place of business and which is not contrary to any law or regulation in such country.
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3.7. The CONTRACTOR states that to fulfill the FINANCING AGREEMENT there are no:

- Laws, statutes, regulations, rules, orders, judgments, awards, resolutions, administrative sanctions or restrictions by any authority, provisions in the statutes or regulations of the CONTRACTOR, covenants, contracts, agreements or other acts or events of any nature that are binding on the CONTRACTOR or affecting its affiliates or subsidiaries or their property or prohibit, restrict, limit, oppose, affect, impair, or in any way impede the execution and performance of the terms and conditions of the FINANCING AGREEMENT.
- Neither actions, suits, investigations, litigation or proceedings pending or threatened before courts, arbitral court or governmental authority; that prohibit, restrict, limit, oppose, affect, impair, or in any way prevent the execution and performance of the terms and conditions of the FINANCING AGREEMENT.

3.8. The CONTRACTOR acknowledges and agrees that the nature and regime of the FINANCING AGREEMENT determines that, although during their term changes in the APPLICABLE REGULATIONS occur, including changes in the regulation of the telecommunications sector and the tax regime affecting its business and/or economic performance, such circumstances do not give you the right to claim or requests for modifications to the FINANCING AGREEMENT under the assumptions of economic-financial hardship or other provision of legal concepts of a similar nature, either before the FITEL, its officers or other State agency.

The CONTRACTOR states that it assumes all risks associated with these changes and, consequently, may not submit to FITEL or other administrative authority, arbitral court or jurisdictional body, any claim that has been clearly informed of this possibility and accepts it.

3.9. The CONTRACTOR recognizes that directly or indirectly has the economic, financial and technical capacity to perform the obligations under the FINANCING AGREEMENT and other obligations under the TECHNICAL SPECIFICATIONS and those obligations arising from the PROPOSAL under which was declared AWARDEE of the PROJECT INSTALLATION OF BROADBAND FOR COMPREHENSIVE CONNECTIVITY AND SOCIAL DEVELOPMENT OF THE HUANCVELICA REGION”

3.10. The CONTRACTOR states having no impediment to contract pursuant to Article 1366° regulated by the Civil Code and that is not administratively sanctioned with temporary or permanent disqualification from exercising their rights to contract with the State.

3.11. In the event that, after the signing of the FINANCING AGREEMENT, false statements in the preceding paragraphs are established, it will be terminated automatically, by operation of law, applying the provisions of the nineteenth Clause, proceeding FITEL to enforce the guarantees to be granted under this FINANCING AGREEMENT.

- 3.12. The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC, with the signing of MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS. This act will be subscribed between THE CONTRACTOR and FITEL, who will subscribe it representing MTC.
 - 3.13. The CONTRACTOR is obliged to transfer the ownership and control of the ACCESS NETWORK ASSETS in favor of the FITEL with the signing of the MINUTES OF AWARD OF THE NETWORK ACCESS ASSETS.
 - 3.14. The costs generated until the date the transfer mentioned in the preceding paragraph and the corresponding ones made until the date of the TRASPORTATION NETWORK become effective shall be borne by the CONTRACTOR. Costs incurred from the day after the transfer has become effective shall be borne by the owner hired over the operation of the ACCESS NETWORK.
 - 3.15. The necessary administrative expenses for the transfer shall be borne by THE CONTRACTOR.
 - 3.16. The CONTRACTOR states that it has conducted its own studies, research, projections and therefore is considered knowledgeable of all the elements needed to make the decision to assume fully its obligations under the FINANCING AGREEMENT.
 - 3.17. The CONTRACTOR acknowledges the areas where the networks will be installed, so it expressly disclaims making any claim or action against FITEL or other competent authority derived from inadequate site conditions or any other circumstances related the subject matter of this FINANCING AGREEMENT.
 - 3.18. The CONTRACTOR admits it has developed its business plan taking into account the studies and assumptions it deemed appropriate, according to which it has prepared his TECHNICAL and ECONOMIC PROPOSAL and required the FUNDING AWARDED. It also states that the business plan has not been known by FITEL or PROINVERSIÓN, which shall have no responsibility for any difference between it and the actual results of the implementation of the AWARDED PROJECT. In that sense, the CONTRACTOR declares that it assumes the risk arising from the differences between its business plan and actual results of the implementation of the AWARDED PROJECT.
 - 3.19. The CONTRACTOR acknowledges and agrees that the total amount of the FINANCING AWARDED, is sufficient to fulfill the obligations of the FINANCIAL AGREEMENT and those derived from the PROPOSAL due to which it became the AWARDEE of the PROJECT "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region "
 - 3.20. The CONTRACTOR, by this statement and only in the case of ACCESS NETWORK, undertakes to continue the operation and maintenance of the AWARDED PROJECT in all cases of termination of the FINANCING AGREEMENT under the terms stated in Clauses of the FINANCING AGREEMENT; this statement constitutes a unilateral promise referred to under Article 1956 of the Peruvian Civil Code.
 - 3.21. The CONTRACTOR acknowledges and agrees that FITEL has taken note of the statement referred to in the preceding paragraph and that the signing of this FINANCING AGREEMENT is not only an express consent but a prior agreement to the second paragraph of Article 1956 and Article 1957 of the Civil Code, respectively, so that said unilateral promise has been validly made and is fully enforceable.
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- 3.22. The CONTRACTOR states that the CLOSING DATE, its capital stock is the one established in the TERMS AND CONDITIONS. and, on that date, has fully subscribed the total of shares forming its share capital, having paid at least 25% of the nominal value of the shares, as applicable, in accordance with Article 52 of the General Law Corporations, Law N ° 26887
- 3.23. The CONTRACTOR acknowledges and agrees that the operation of the TRANSPORT NETWORK during the TRIAL PERIOD is temporary and provisional; being restricted to use the TRANSPORTATION NETWORK to provide value added public telecommunications service.

FOURTH CLAUSE: STATEMENTS OF FITEL

- 4.1. The signing of the FINANCING AGREEMENT and compliance with the obligations and rights of FITEL in it shall conform to the APPLICABLE RULES and regulations governing its operation and in general, the legal system of Peru.
- 4.2. FITEL states that to the subscription of the FINANCING AGREEMENT has the knowledge and authorization of its governing bodies and that its legal representative has sufficient skills and powers to celebrate it, so as to generate obligations and valid, binding and enforceable rights for both parties
- 4.3. FITEL states that the AWARDED FUNDING and, if applicable, the EXTENSION of the AWARDED PROJECT is duly authorized and has sufficient economic resources for disbursements agreed in the FINANCING AGREEMENT.
- 4.4. FITEL states to have the skills, legal and operational instruments for making the necessary supervision and that, as long as the CONTRACTOR fulfill its obligations, shall authorize and make disbursements under the FINANCING AGREEMENT.
- 4.5. The supervision corresponding to the OPERATION PERIOD of the ACCESS NETWORK shall be made solely for one hundred twenty (120) months. After this deadline, the legal regime for supervision will be established in the Concession Agreement of the CONTRACTOR, according to APPLICABLE RULES.
- 4.6. FITEL acknowledges and accepts that it has become aware of the statement of THE CONTRACTOR referred to in paragraph 3.20 of the Third Clause and the signing of this FINANCING AGREEMENT is not only express but also prior agreement referred to the second paragraph of Article 1956 and Article 1957 of the Civil Code, respectively, so that unilateral promise has been validly made and is fully enforceable.

FIFTH CLAUSE: PURPOSE

The purpose of the FINANCING AGREEMENT is to regulate the assignment of the AWARDED FUNDING to the CONTRACTOR for the implementation of the project "Installation of Broadband for Comprehensive Connectivity and Social Development of the Huancavelica Region " with the obligation that that the CONTRACTOR use it as its own expense for:

- a) The installation of the TRANSPORTATION NETWORK and ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS;
- b) The operation and maintenance of the ACCESS NETWORK according to what is stated in the TECHNICAL SPECIFICATIONS, providing access to the Internet and intranet to the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained in Exhibit No. 1 of this FINANCING AGREEMENT,;
- c) The implementation of CAPACITY BUILDING; defined as such in paragraph 1.3.11 of the TERMS AND CONDITIONS
- d) The use of FUNDING AWARDED for implementing the Project.
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SIXTH CLAUSE: TERM OF THE FINANCING AGREEMENT

- 6.1. The FINANCING AGREEMENT shall remain in force equal to the sum of the INVESTMENT PERIOD OF THE ACCESS NETWORK, INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD until the completion of the last disbursement; unless earlier terminated in response to the cases provided for in this FINANCING AGREEMENT.
- 6.2. The INVESTMENT PERIOD shall not exceed fourteen (14) months from the day after the CLOSING DATE. However, it may be extended upon approval of FITEL and formalized by addendum to this FINANCING AGREEMENT.
- 6.3. The OPERATION PERIOD shall not be less than one hundred twenty (120) months from the day following the completion of the INVESTMENT PERIOD.
- 6.4. The term of the FINANCING AGREEMENT may be extended provided there is proper justification and for the enforcement of the purposes stated in the fifth clause of this contract by addendum signed by FITEL and the CONTRACTOR.
- 6.5. The PARTIES shall comply with the applicable procedure to the stage of CLOSURE of the FINANCING AGREEMENT.
- 6.6. At the end of the term of the FINANCING AGREEMENT, by the conclusion of the deadline stated in paragraphs 6.2 and 6.3 of this Clause, the CONTRACTOR shall continue the obligations of a telecommunications operator stipulated in their respective concession contracts, which are signed with the Ministry of Transportation and Communications, and/or any holder of a registration or authorization for the provision of value added services.

SEVENTH CLAUSE: OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR assumes the following obligations:

- 7.1. To use the AWARDED FUNDING for the design, construction and installation of the TRANSPORTATION NETWORK; well as for the design, equipment procurement, transportation, installation, commissioning, operation and maintenance of the ACCESS NETWORK that will allow to provide Internet and Intranet access services in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS contained Exhibit No. 1 of the FINANCING AGREEMENT, and to the implementation of capacity building activities, fulfilling the conditions laid down in the TECHNICAL SPECIFICATIONS, the content of the AWARDED PROJECT and all commitments by the CONTRACTOR in its TECHNICAL PROPOSAL included in Exhibit No. 2 FINANCING AGREEMENT.
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- 7.2. To meet the deadlines and targets set out in the FINAL SCHEDULE OF ACTIVITIES of the CONTRACTOR, provided in Exhibit No. 3 FINANCING AGREEMENT, except in cases of extensions determined in accordance with this FINANCING AGREEMENT.
 - 7.3. Comply with the obligations in the TECHNICAL SPECIFICATIONS and appendices.
 - 7.4. To comply with the commitments made in its TECHNICAL PROPOSAL, Exhibit No. 2 of the FINANCING AGREEMENT.
 - 7.5. Repair of damage because of the material and/or equipment that will serve to implement the AWARDED PROJECT contained in the Technical Proposal, as well as their replacement, if applicable, will be the responsibility of the CONTRACTOR without requiring any further disbursement by FITEL. This obligation shall apply during the term of FINANCING AGREEMENT and, if applicable, its extensions.
 - 7.6. Responsibility for repairing any damage caused in the BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS arising from the direct activities of the CONTRACTOR and/or third parties engaged by it for the execution of the AWARDED PROJECT, whether public roads, highways, bridges, public and private premises and others are affected during the transportation, installation, operation and maintenance of the ACCESS NETWORK and the installation of the TRANSPORTATION NETWORK. In that sense, the CONTRACTOR shall indemnify FITEL and MTC, if applicable; and be accountable for any act or omission, willful, negligent or without fault, the staff involving damage to the latter; including those acts or omissions made by the staff of its contractors.
 - 7.7. To give training courses in Peru and in the country of production of the main transmission equipment and infrastructure (optical fiber) used in the ACCESS NETWORK and TRANSPORTATION NETWORK, respectively.
 - 7.8. Provide all facilities for FITEL, or its designee, fulfill its duties and obligations under the AWARDED PROJECT.
 - 7.9. Provide all information related to the AWARDED PROJECT required by FITEL, or its designee, to fulfill its duties, for which a term will be provided for the CONTRACTOR to comply with it.
 - 7.10. To submit the FINAL SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK and FINAL SCHEDULE OF ACTIVITIES OF THE TRANSPORTATION NETWORK within the period specified in the TECHNICAL SPECIFICATIONS for both networks.
 - 7.11. Whenever the CONTRACTOR carries out promotional activities and advertising of the AWARDED PROJECT, it must refer to the Peruvian State represented by FITEL and the MTC during the term of the FINANCING AGREEMENT.
 - 7.12. To manage, obtain before administrative authorities, municipal or other and maintain current licenses, permits, registrations and other authorizations required for the deployment of infrastructure and for the provision of Internet service and intranet access offered in the AWARDED PROJECT. In this regard, it is expressly stated that cooperation by the FITEL indicated in Paragraph 8.3 of the Financing Agreement is only of means and not results of, so the CONTRACTOR cannot claim the unsuccessful outcome of this cooperation as grounds that waives it from the breach of the obligations contained in the FINANCING AGREEMENT.
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- 7.13. Comply with all APPLICABLE RULES and LAWS for the execution of the FINANCING AGREEMENT.
 - 7.14. To fulfill its obligations under the concession contract signed with the MTC
 - 7.15. To meet the payment of its contributions to the special right to FITEL under Article 12° of the TUO of the Telecommunications Law approved by the Supreme Decree No. 013-93-TCC, as amended.
 - 7.16. In the case of ACCESS NETWORK, THE CONTRACTOR undertakes to meet the demand of the towns of Huancavelica region, where the coverage of this network allows the provision of services under the AWARDED PROJECT. This obligation will be performed under the same conditions in AWARDED PROJECT, without incurring additional financing.
 - 7.17. To submit for the satisfaction of FITEL, disaggregated information of investment costs for the ACCESS NETWORK and TRANSPORTATION NETWORK duly accredited as stated in Exhibit N°11 of this agreement within the first half of the PERIOD OF OPERATION. This information will have no implications on the FUNDING AWARDED.
 - 7.18. To submit to FITEL semiannually the operating cash flow of the AWARDED PROJECT during the term of the FINANCING AGREEMENT. The delivery of this information does not alter the amount of FINANCING AWARDED. Additionally, FITEL may request the accreditation of the operating cash flow.
 - 7.19. To allow FITEL to verify the destination and use of the FUNDING AWARDED during the term of the FINANCING AGREEMENT.
 - 7.20. To keep up to the CLOSING DATE, fully subscribed the total of shares making up the share capital and paid at least 25% of the nominal value of the shares, as applicable, in accordance with the provisions of Article 52 ° of the General Corporation Law, Law No. 26887.
 - 7.21. It will be responsible for contracting and retaining existing insurance policies in force on ASSETS and elements of the ACCESS NETWORK and TRANSPORTATION NETWORK assuming the costs of each and every one of the deductibles and / or coinsurance that it engaged in insurance policies purchased in fulfilling this obligation.
 - 7.22. It shall not be relieved of the obligation to comply with the installation of networks claiming defects, errors or omissions in the TECHNICAL SPECIFICATIONS
 - 7.23. Respect the right of patent, design and/or copyright protected in the country of manufacture of the elements for the ACCESS NETWORK and TRANSPORTATION NETWORK.
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- 7.24. The CONTRACTOR assumes responsibility for the acts, failures, omissions, or in general, any breach incurred by manufacturers or other subcontractors employed by it who may be involved in the execution of the FINANCING AGREEMENT.
 - 7.25. Subscribe for the duration of the FINANCING AGREEMENT, contract models set out in Appendix No. 5-A and 5-B of Exhibit 8B of the TERMS AND CONDITIONS.
 - 7.26. To assume for the duration of FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the liability to FITEL of maintaining the operability and functionality of all ASSETS and elements of the ACCESS NETWORK so that the quality and conditions stated in its Technical Proposal and in the TECHNICAL SPECIFICATIONS are guaranteed for the provision of public telecommunications services and ensure access to Intranet.
 - 7.27. During the term of the FINANCING AGREEMENT and even during additional period referred to in Paragraph 20.3 of the FINANCING AGREEMENT, the CONTRACTOR is required to perform corrective maintenance activities, predictive and preventive ASSETS and elements of the ACCESS NETWORK. This includes the obligation to make the replacement, renewal, rehabilitation and / or adaptations made to ASSETS and items included in the networks; without that requirement implies the right to require FITEL additional resources to FUNDING AWARDED.
 - 7.28. It is responsible to FITEL, and third parties, as appropriate, for the proper management and use of ASSETS and elements of the ACCESS NETWORK, and the inherent risk to them.
 - 7.29. From the CLOSING DATE and until the transfer of ACCESS NETWORK assets on behalf of FITEL is made stated in this contract, the CONTRACTOR will be solely responsible and liable to pay taxes, fees and contributions that apply in relation to ASSETS and elements of the ACCESS NETWORK in accordance with applicable rules, considering among these regulations the provisions of the Consolidated Text of the Municipal Taxation Law, approved by Supreme Decree No. 156- EF-2004 or its amendment. In the case of TRANSPORT NETWORK, this obligation of THE CONTRACTOR is maintained until its transference to the MTC, in accordance with the provisions of this FINANCING CONTRACT.
 - 7.30. To ensure that the ACCESS NETWORK and TRANSPORTATION NETWORK ASSETS are only subject to the provision of the services referred to in AWARDED PROJECT. Consequently, they cannot be transferred, or in general subject to liens or encumbrances of any kind.
 - 7.31. Transferring ownership in favor of FITEL, of the ACCESS NETWORK ASSETS according to the conditions of this contract and in paragraph D of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK contained in Exhibit 8-B of the TERMS AND CONDITIONS.
 - 7.32. Temporarily and tentative operate the TRANSPORTATIONNETWORK during the TRIAL PERIOD until the subscription of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS under the conditions of this contract.
 - 7.33. Transfer in favor of MTC the property and domain of the TRANSPORTATION NETWORK, under the conditions of this AGREEMENT
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- 7.34. To assume custody and responsibility for the integrity and legal physical sanitation of the TRANSPORTATION NETWORK until the delivery thereof to the concessionaire in charge of the operation of the TRANSPORTATION NETWORK to be selected in the private investment promotion process of PROINVERSIÓN.
- 7.35. To maintain the insurance policy of the TRANSPORTATION NETWORK ASSETS in force until the delivery of the same to the concessionaire in charge of the operation assuming the costs of each and every one of the deductibles and / or coinsurance that engaged in insurance policies purchased in fulfilling this obligation.
- 7.36. To negotiate and subscribe infrastructure share-use agreements with, electricity, hydrocarbons or railway companies as well as to obtain permits, rights of way, step and use poles necessary to install the necessary infrastructure and for the deployment of the ACCESS NETWORK and TRANSPORTATION NETWORK; as well as, to establish agreements for the use of existing pipelines and install new pipelines were deemed necessary.
- 7.37. Without prejudice to the provisions in the APPLICABLE LAWS and REGULATIONS, the CONTRACTOR shall provide to the MTC, FITEL and operation concessionaire of the TRANSPORTATION NETWORK all facilities they require in order to facilitate the procurement and commissioning of AWARDED PROJECT.
- 7.38. To fulfill all other obligations under the FINANCING AGREEMENT, it's Exhibits and the TECHNICAL SPECIFICATIONS in CIRCULARS and the TERMS AND CONDITIONS.

EIGHTH CLAUSE: OBLIGATIONS OF FITEL

By the FINANCING AGREEMENT, FITEL assumes the following obligations:

- 8.1. To disburse the FUNDING AWARDED to the CONTRACTOR when it has fulfilled the obligations and provisions required in the FINANCING AGREEMENT. Disbursements will be made in accordance with the conditions set out in Clause fourteenth of the FINANCING AGREEMENT.
 - 8.2. To exercise, directly or through a third natural or artificial, public or private person, shares of supervision, monitoring and control of facilities and test infrastructure, equipment and services under the FINANCING AGREEMENT.
 - 8.3. FITEL shall cooperate with the CONTRACTOR for the proper performance of the FINANCING AGREEMENT. To this end, FITEL, where warranted, will use its best efforts to coordinate with the relevant authorities, issuing licenses, permits and other managed by THE CONTRACTOR and that are required for execution of the FINANCING AGREEMENT.
 - 8.4. To ensure proper use of the FUNDING AWARDED and compliance with the terms of the FINANCING AGREEMENT.
 - 8.5. To make written submissions on the matters covered by the FINANCING AGREEMENT, within the time stated therein, as well as other applications, to be within the scope of powers of the CONTRACTOR in writing.
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- 8.6. To assume the costs of maintaining the TRANSPORTATION NETWORK until delivery thereof to the operation concessionaire.
- 8.7. Cooperate when the CONTRACTOR demands it in writing, in the negotiation of sharing infrastructure agreements with concessionaires or other public or private entities that apply to other sectors (such as energy, oil, road infrastructure, etc.) required to install poles and infrastructure according to DESIGN of the TRANSPORT NETWORK outlined in the TECHNICAL SPECIFICATIONS. To this end, the FITEL, where warranted, will do their best without the cooperation of FITEL replace the obligation to THE HIRED to manage and sign such agreements as provided in Paragraph 7.36 of the seventh clause of this contract.
- 8.8. Other obligations under the FINANCING AGREEMENT, its Exhibits and the TECHNICAL SPECIFICATIONS in the CIRCULAR and the TERMS AND CONDITIONS.

NINTH CLAUSE: RIGHTS OF THE CONTRACTOR

Within the framework of this FINANCING AGREEMENT, the CONTRACTOR has the following rights:

- 9.1. To receive, use and dispose of the FUNDING AWARDED, according to the FINAL SCHEDULE OF ACTIVITIES and conditions provided in the FINANCING AGREEMENT.
- 9.2. To propose to FITEL the replacement of BENEFICIARY LOCALITIES and/or Mandatory Paid Institutions, according Exhibit 12 of this contract.
- 9.3. It may provide, at its cost, risk and expense, and will not involve additional funding from FITEL, other additional telecommunications services to those agreed in the FINANCING AGREEMENT, provided they do not degrade the quality and continuity under the AWARDED PROJECT, communicating conditions to provide these additional services. These services will be provided prior authorization of FITEL within a period not exceeding thirty (30) working days from the day of filing.

Under this assumption the CONTRACTOR is free to use the infrastructure and services in order to provide them in different locations than those agreed, provided that the installation, operation and maintenance thereof is paid by, cost and risk of the CONTRACTOR, and without additional funding from FITEL, without degrading the quality and continuity of services provided in the TECHNICAL SPECIFICATIONS.

In the case referred to in the preceding paragraph, these locations will not be considered to fulfill the obligations under the FINANCING AGREEMENT.

- 9.4. To freely select technologies and more efficient network architectures, provided it complies with the requirements of the TECHNICAL SPECIFICATIONS and the whole becomes a coherent network to provide Internet service and intranet access.
- 9.5. The CONTRACTOR during the INVESTMENT PERIOD of the ACCESS NETWORK, the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK and the OPERATION PERIOD, has the freedom to make updates to the technologies used, if required in the Technical Proposal, provided that this change equals or improves the quality and continuity of conditions originally established, the CONTRACTOR must be authorized by FITEL to make said change; for which it must comply with the requirements and procedure established in the TECHNICAL SPECIFICATIONS.

If FITEL accepts the proposal of the CONTRACTOR, according to what was stated in the preceding paragraph, the CONTRACTOR must implement the necessary actions so the changes in infrastructure, equipment and other instruments, do not degrade the performance of the services provided in the Technical Proposal. This will require the development of contingency plans which specify the commitments of the CONTRACTOR and the periods of service, recovery and other measures to ensure the continuity and quality of services in accordance with the specified TECHNICAL SPECIFICATIONS. These changes do not entitle the CONTRACTOR to require additional resources to FITEL.

9.6. Within the first six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the CONTRACTOR may request FITEL the modification of model contracts contained in Exhibits No. 5-A and 5-B of the annex 8B of the TERMS AND CONDITIONS.

To this end, the request must be supported and proven to the satisfaction of FITEL, who will perform the corresponding assessment.

9.7. To provide to MANDATORY PAID INSTITUTIONS for free and without being subject to the regime of penalties established in the FINANCING AGREEMENT, the Internet and Intranet access referred to in this AWARDED PROJECT during the investment period, provided they do not involve the provision of additional funding from FITEL.

9.8. To request the reduction of guarantees issued, as provided in the FINANCING AGREEMENT.

TENTH CLAUSE: RIGHTS OF FITEL

Within the framework of this FINANCING AGREEMENT, FITEL has the following rights:

10.1. To enforce the obligations of the CONTRACTOR under the FINANCING AGREEMENT.

10.2. To require full or partial refund of FUNDING AWARDED, of TRANSPORTATION NETWORK and ACCESS NETWORK ASSETS, as provided in the FINANCING AGREEMENT, when the CONTRACTOR use disbursements differently than the purpose indicated in the FINANCING AGREEMENT.

10.3. To execute the guarantees given on behalf of FITEL, in case of breach of its obligations under the Financing Agreement.

10.4. To impose and enforce penalties arising from noncompliance, incompleteness, or delays of commitments from the CONTRACTOR under the FINANCING AGREEMENT.

10.5. To make visits to the premises, facilities, infrastructure, among others, as it deems necessary to verify the performance of the AGREEMENT.

- 10.6. To apply exceptional interpretation of clauses of the FINANCING AGREEMENT by FITEL, considering the special nature of it.
- 10.7. To terminate the FINANCING AGREEMENT, when any of the grounds provided for this purpose occurs, if deemed appropriate.
- 10.8. To modify, within six (06) months of the INVESTMENT PERIOD OF THE ACCESS NETWORK, the model contracts contained in Exhibits No. 5-A and 5-B of the annex 8-B of the TERMS AND CONDITIONS; provided that such amendments do not involve the CONTRACTOR in additional obligations to those in the FINANCING AGREEMENT, its Exhibits or the TECHNICAL SPECIFICATIONS.
- 10.9. To approve contracts formats indicated in the preceding paragraph, taking into account the contributions of the CONTRACTOR, according to the provisions of Paragraph 9.6. of the FINANCING AGREEMENT. FITEL will give a favorable or unfavorable opinion on the changes proposed by the CONTRACTOR According to the corresponding notification.

ELEVENTH CLAUSE: SUBCONTRACTS

- 11.1. The AWARDED PROJECT may be executed by subcontractors or other forms of outsourcing, provided that FITEL is informed of the names of individuals and/or companies to perform the work. To this end, the CONTRACTOR upon the signature of the FUNDING AGREEMENT shall submit an affidavit in accordance with Exhibit No. 10 of this contract, assuming responsibility for compliance with the contractual obligations of the subcontractor or other individuals or legal entities with which it subscribes outsourcing contracts. The aforementioned Affidavit must be filed even if the CONTRACTOR does not perform any subcontract.
- 11.2. In any case, the CONTRACTOR remains responsible to FITEL for the efficient and timely implementation of such obligations and may not allege a breach of the subcontractor to excuse its own default.
- 11.3. The CONTRACTOR may not subcontract, individuals or legal entities for the execution of the entire AWARDED PROJECT

By this FINANCING AGREEMENT is assigned to THE CONTRACTOR GILAT NETWORKS PERU S.A.as non-reimbursable funding, the amount of NINETY SEVEN MILLION TWO HUNDRED SEVENTY THREE THOUSAND ONE HUNDRED SEVENTY FIVE US Dollars (US\$ 97'273,175.00) financed with FITEL resources. The AWARDED FUNDING is a lump sum for all items, which will be used exclusively for the purposes stated in the purpose of the FINANCING AGREEMENT, which is distributed as follows:

- i. The amount of SIXTY SEVEN MILLION TWO HUNDRED SIXTY SIX THOUSAND TWENTY SEVEN US Dollars (US\$ 67'266,027.00) for the installation and operation of the ACCESS NETWORK.
 - ii. The amount of THIRTY MILLION SEVEN THOUSAND ONE HUNDRED FOURTY EIGHT US Dollars (US\$ 30'007,148.00),
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THIRTEENTH CLAUSE: EXPANSION OF AWARDED PROJECT FOR THE ACCESS AND TRANSPORTATION NETWORK

13.1. CONDITIONS OF EXPANSION OF THE AWARDED PROJECT COMMON TO BOTH NETWORKS

- 13.1.1. The EXPANSION OF THE AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING CONTRACT.
- 13.1.2. EI CONTRACTOR prior to the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT, will deliver an Enlargement Activity Schedule, it will be part of the Addendum to FINANCING AGREEMENT.
- 13.1.3. The deadline to complete the installation in new BENEFICIARY LOCATIONS shall be six (6) months from the signing of the Addendum to FINANCING AGREEMENT that approves the EXPANSION OF THE AWARDED PROJECT

13.2. FOR THE ACCESS NETWORK

- 13.2.1. The CONTRACTOR may solicit FITEL the EXPANSION OF THE AWARDED PROJECT for the ACCESS NETWORK under the terms indicated in this FINANCING AGREEMENT.
- 13.2.2. THE AWARDED PROJECT may be expanded during the INVESTMENT PERIOD of THE ACCESS NETWORK and cannot be higher than twenty percent (20%) of the amount of THE ACCESS NETWORK FINANCING.
- 13.2.3. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
- 13.2.4. The CONTRACTOR must comply upon the approval of FITEL with every one of the terms it previously approved for the subscription of the Addendum to the FINANCING AGREEMENT reason why the EXPANSION of the AWARDED PROJECT is approved. FITEL reserves the right to modify the general and economic conditions of the new Non-reimbursable financing

13.3. FOR THE TRANSPORTATION NETWORK

- 13.3.1. The CONTRACTOR may, within six (06) months of the INVESTMENT PERIOD of the TRANSPORTATION NETWORK request FITEL the expansion of the AWARDED PROJECT to new district capitals. Such extension shall not exceed twenty percent (20%) of the amount of FUNDING AWARDED
 - 13.3.2. The new beneficiary localities to be selected must belong to new district capitals within the area of influence of the AWARDED PROJECT, which will be included as Annex to the Addendum of the FINANCING AGREEMENT which approves the EXPANSION of the AWARDED PROJECT.
 - 13.3.3. The EXPANSION of the AWARDED PROJECT will be formalized through the signing of an addendum to the FINANCING AGREEMENT, for which it will apply the provisions of this clause.
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FOURTEENTH CLAUSE: DISBURSEMENT OF FUNDING AWARDED

FITEL will pay the whole of the FUNDING AWARDED by disbursements to be paid directly to the CONTRACTOR, according to the provisions of this Clause.

14.1. ACCESS NETWORK:

In advance of 20% of the value of the FINANCING FOR THE ACCESS NETWORK (20%), amounting to THIRTEEN MILLION FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIVE US dollars and FORTY CENTS (US\$ 13'453,205.40) payment which will be made at subscription of the FINANCING CONTRACT.

This advance disbursement is made against delivery of the ADVANCE PAYMENT GUARANTEE for the total amount thereof.

A second disbursement of fifteen percent (15%) of the value of the FUNDING FOR ACCESS NETWORK amounting to TEN MILLION EIGHTY NINE THOUSAND NINE HUNDRED FOUR US DOLLARS AND FIVE CENTS (US\$ 10'089,904.05) value that shall be paid when THE CONTRACTOR attests the installation of Sixty Percent (60%) of total COMPULSORY PAID INSTITUTIONS.

A third disbursement of fifteen percent (15%) the value of FINANCING ACCESS NETWORK, amounting to TEN MILLION EIGHTY NINE THOUSAND NINE HUNDRED FOUR DOLLARS and FIVE CENTS (US \$10'089,904.05), value which shall be paid to the signing of INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT

The amount corresponding to 50% of the value of the ACCESS NETWORK FINANCING will be disbursed during the OPERATION PERIOD in twenty (20) semiannual installments, each amounting to ONE MILLION SIX HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED FIFTY US DOLLARS AND SIXTY SEVEN CENTS (US\$ 1'681,650.67) which shall be paid upon a favorable INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT.

14.2. TRANSPORTATION NETWORK

14.2.1. Disbursements are made according to the following scheme:

Concept	Time	Payment	Advance	Deliverables
First disbursement	Subscription of agreement	20% FINANCING OF TRANSPORTATION NETWORK	0%	Advance payment guarantee
Second disbursement	Final date of the first advance, described in Paragraph 2.2 of Exhibit 8-A	40% FINANCING OF ACCESS NETWORK	Completion of the First Advance	44 Nodes of Distribution ,Connection and core Nodes and 3 Aggregation Nodes
Third disbursement	Date of completion of the INSTALLATION STAGE	40% FINANCING OF TRANSPORTATION NETWORK	Total Delivery of TRANSPORTATION NETWORK and signing of MINUTES OF CONFORMITY OF INSTALLATION AND TESTING SERVICES	44 Nodes of Distribution ,Connection and core Nodes and 3 Aggregation Nodes

Advances and deadlines are indicated in Table No. 1: Schedule of Construction of the TRANSPORTATION NETWORK and DEFINITE TECHNICAL PROPOSAL, indicated in paragraph 2.2 of the TECHNICAL SPECIFICATIONS OF THE TRANSPORTATION NETWORK, Exhibit No. 8-A of the TERMS AND CONDITIONS.

FIFTEENTH CLAUSE: GUARANTEES

- 15.1. As a condition for signing the FINANCING AGREEMENT in the CLOSING DATE, the CONTRACTOR shall deliver to the COMMITTEE the ADVANCE PAYMENT GUARANTEE and PERFORMANCE BOND of the FINANCING AGREEMENT which must be issued by a LOCAL BANKING BUSINESS OR LOCAL INSURANCE BUSINESS rightfully authorized by the SBS (the banking and retirement fund superintendency) or by an INTERNATIONAL FINANCIAL ENTITY. In the case of a warranty issued by and INTERNATIONAL FINANCIAL ENTITY, it must be confirmed by a LOCAL BANKING BUSINESS according to the Exhibit N°2 in the TERMS AND CONDITIONS.
- 15.2. The ADVANCE PAYMENT GUARANTEE shall be for an amount of NINETEEN MILLION FOUR HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED THIRTY FIVE US Dollars (US\$ 19'454,635 .00), equivalent to 100% of the first disbursement, of THE ACCESS NETWORK and THE TRANSPORT NETWORK ensuring the proper use of this disbursement in favor of the CONTRACTOR, pursuant to the provisions of this AGREEMENT. It shall remain valid from the CLOSING DATE until the end of the investment period. The FITEL may provide for the mandatory extension of this guarantee, and the CONTRACTOR must renew it by the time indicated for its effect.
- 15.3. THE CONTRACTOR during the INVESTMENT PERIOD of THE ACCESS NETWORK and the INVESTMENT PERIOD of THE TRANSPORT NETWORK may request FITEL a reduction of 50% and 40% of the ADVANCE PAYMENT GUARANTEE. To do this, it must have fulfilled the following conditions:

% Reduction	Progress	
	Access Network	Transportation Network
50%	60% of the total of PAID INSTITUTIONS	44 Nodes of Distribution Connection and core 4 Aggregation Nodes
40%	MINUTES OF COMPLIANCE OF FACILITIES AND TESTING OF SERVICES OF THE ACCESSNETWORK	MINUTES OF COMPLIANCE OF FACILITIES AND TESTING OF SERVICES OF THE TRANSPORTATION NETWORK

It is understood as Aggregation, Distribution and Connection Nodes the ones defined in paragraphs 3.2, 3.3 and 3.4 of the TRANSPORT NETWORK TECHNICAL SPECIFICATIONS.

- 15.4 The ADVANCE PAYMENT GUARANTEE will be returned to the CONTRACTOR, once signed
- RECORD OF AWARD OF THE TRANSPORTATION NETWORK ASSETS.
- 15.5 PERFORMANCE BOND of the FINANCING AGREEMENT will be for a total of SIX MILLION SEVEN HUNDRED TWENTY SIX THOUSAND SIX HUNDRED TWO US Dollars AND SEVENTY CENTS (US\$ 6,726,602.70), equivalent to ten percent (10%) of the FINANCING for the ACCESS NETWORK which will ensure the proper and timely performance of each and every one of the obligations of the CONTRACTOR. The performance bond reduction scheme is as follows:
- 15.5.1. After signing the TRANSPORTATION NETWORK ASSETS AWARD MINUTE, it will be substituted for another totaling twenty percent (20%) of the amount of the FINANCING of the ACCESS NETWORK.
- 15.5.2. At the beginning of the second year of the PERIOD OF OPERATION and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced to ten percent (10%) of the FINANCING of the ACCESS NETWORK.
- 15.5.3. At the beginning of the third year of the PERIOD OF OPERATIONS and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL it will be reduced to eight percent (8%) of the FINANCING of the ACCESS NETWORK
- 15.5.4. At the beginning of the fourth year of the PERIOD OF OPERATIONS and after INSTALLATION CONFORMITY AND ACCESS NETWORK SUPERVISION REPORT is accepted by FITEL the PERFORMANCE BOND of the FINANCING AGREEMENT will be reduced to eight percent (6%) of the FINANCING of the ACCESS NETWORK and it will remain so until closure of the FINANCING CONTRACT
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- 15.6 The PERFORMANCE BOND of the FINANCING AGREEMENT is issued for and on behalf of the CONTRACTOR in favor of FITEL. The bond must be renewed annually so that remains in effect until the expiration of the FINANCING AGREEMENT, except as noted in Paragraph 4.6. of the FINANCING AGREEMENT.
- 15.7 In case the CONTRACTOR presents COMMENTS pending from the last MONITORING REPORT issued in the PERIOD OF OPERATION OF THE ACCESS NETWORK, the PERFORMANCE BOND of the FINANCING AGREEMENT will be renewed seven (07) DAYS prior to maturity for a period of (60) DAYS, and so on until all COMMENTS have been clarified.
- 15.8 The PERFORMANCE BOND of the FINANCING AGREEMENT is secured, unconditional, and irrevocable, without benefit of excussion and of immediate execution upon request of FITEL without judicial demand for payment or performance, a copy of which is included as Exhibit No. 5 of the FINANCING AGREEMENT.
- 15.9 The PERFORMANCE BOND of the FINANCING AGREEMENT shall be returned no later than five (05) business days after making the final disbursement

SIXTEENTH CLAUSE: ACCESS NETWORK AND TRANSPORTATION NETWORK ASSETS

- 16.1 The CONTRACTOR agrees to transfer ownership and control of the TRANSPORTATION NETWORK ASSETS on behalf of the MTC with the signing of the MINUTES OF AWARD OF THE TRANSPORTATION NETWORK ASSETS, once the Concession Agreement between the MTC and the concessionaire for the operation for the TRANSPORTATION NETWORK is subscribed.
- 16.2 The CONTRACTOR recognizes that after the signing of the MINUTES OF AWARD OF TRANSPORTATION NETWORK ASSETS, will also assume the obligation to formalize and perfect by all acts or procedures necessary for the transference of ownership and control referred to in the preceding paragraph in favor of the MTC. This obligation will assumed according to nature of the assets to be transferred and its aptitude to be registered in SUNARP.
- 16.3 The CONTRACTOR undertakes to carry out the activities necessary to preserve the condition and utility of the ASSETS TRANSPORT NETWORK until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK
- 16.4 The CONTRACTOR shall be liable for damages or losses caused to the TRANSPORTATION NETWORK ASSETS until the signing of the Concession Agreement between the MTC and the concessionaire for the operation of the TRANSPORTATION NETWORK. Therefore are forced to hire the necessary insurance to comply with the provisions of this paragraph.
- 16.5 After the signing of MINUTES OF AWARD OF ACCESS NETWORK ASSETS, FITEL shall make the final disbursement of FUNDING AWARDED; as stated in Clause Fourteenth of the FINANCING AGREEMENT.
- 16.6 Without prejudice to the other obligations arising from the provisions of paragraph 7.34 and other provisions under this FINANCING AGREEMENT, until the transfer of title of the TRANSPORTATION NETWORK ASSETS to the MTC, the CONTRACTOR as provided in the applicable law, in its capacity as holder of such property immediately has an obligation to exercise (for your own expense) the following types of possessory defense for both the case of attempted usurpation of the TRANSPORTATION NETWORK ASSETS, as in the case of activities incompatible with the proper use of them by third parties:
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- a) Extrajudicial possessory defense, used to repel the force used against the CONTRACTOR and to regain the good, without time interval, if it were dispossessed, but always refrain from the use of recourses not justified by the circumstances.
 - b) Legal possessory defense, the CONTRACTOR must, if it is borne by the TRANSPORTATION NETWORK ASSETS any involvement, dispossession, occupation, usurpation, among others, to communicate MTC and FITEL of those facts and make use of the mechanisms and judicial resources to enable it to hold harmless MTC's right on the TRANSPORTATION NETWORK ASSETS.
- 16.7 The failure to exercise possessory defenses will result in penalties under Clause eighteen (18) of the FINANCING AGREEMENT.
- 16.8 The CONTRACTOR must notify FITEL and MTC, immediately and notarial duct, the occurrence of damage to the TRANSPORT NETWORK ASSETS, and the nature and amount thereof.
- 16.9 The exercise of possessory defenses described above does not hold harmless the CONTRACTOR, which, to a course as described in the preceding paragraphs, shall coordinate immediately with Fitel and MTC the legal actions that the CONTRACTOR must engage in order to hold harmless MTC's right on TRANSPORT NETWORK ASSETS.
- 16.10 Without prejudice to the provisions in paragraph 7.30 of the FINANCING AGREEMENT, the CONTRACTOR must hold harmless FITEL especially regarding the MTC and against any action or exception of legal, administrative, arbitration or contract, or claim of any nature regarding the ACCESS NETWORK and TRANSPORT NETWORK ASSETS.
- 16.11 The CONTRACTOR must comply with in respect of the TRANSPORT NETWORK and ACCESS NETWORK ASSETS, to pay taxes, fees and contributions payable, pursuant to APPLICABLE LAWS FINANCING referred to in the FINANCING AGREEMENT, considering between these regulatory provisions as provided in the Consolidated Text of the Municipal Taxation Act, approved by Supreme Decree No. 156-2004-EF or later rule that amends
- 16.12 The CONTRACTOR ensures the proper transfer of title of the TRANSPORT NETWORK ASSETS in favor of MTC and the ACCESS NETWORK ASSETS in favor of FITEL ; as wll as the operation and functioning of the TRANSPORT NETWORK ASSETS. It also recognizes the domain the MTC has over THE TRANSPORT NETWORK ASSETS and the domain FITEL has over the ACCESS NETWORK ASSETS
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SEVENTEENTH CLAUSE: SUPERVISION AND CONTROL MECHANISMS RELATED TO THE AWARDED PROJECT

➤ **ACCESS NETWORK**

17.1 FITEL is responsible for the supervision and control AWARDED PROJECT during INVESTMENT PERIOD of THE ACCESS NETWORK and OPERATION PERIOD.

17.2 In the INVESTMENT PERIOD of THE ACCESS NETWORK, supervision will mainly include the following:

- Supervision of the number of BENEFICIARY LOCALITIES and MANDATORY PAID INSTITUTIONS of the AWARDED PROJECT and its proper location;
- Monitoring the quantity and quality of infrastructure, equipment, materials, management tools, among others, to be applied to the AWARDED PROJECT
- Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, which will be used by the AWARDED PROJECT to provide service access to Internet and intranet, in the BENEFICIARY LOCATIONS, INSTITUTIONS, or others who contract the service within the scope of the access network installed by the CONTRACTOR to serve the AWARDED PROJECT;
- Supervision and control and SPREAD AWARENESS, TRAINING AND DEVELOPMENT OF CONTENTS;
- Supervision and control of the operation of the Internet access service and intranet access, if any, to be provided with the AWARDED FUNDING according to the FINANCING AGREEMENT, its annexes and the TECHNICAL SPECIFICATIONS, TECHNICAL PROPOSAL, the CIRCULAR and TERMS AND CONDITIONS; and,
- Supervision of other aspects that Fitel deems necessary to ensure the proper use of the services required

17.3 During the PERIOD OF OPERATION, FITEL will primarily oversee the following:

- The services provided by the CONTRACTOR with the FUNDING AWARDED, according to the requirements specified in the TECHNICAL SPECIFICATIONS and in the absence thereof, in accordance with the provisions of the legal and regulatory framework applicable.
- The quality of the provision of other services that are offered using the access network of the AWARDED PROJECT, according to the conditions laid down in the respective addendum.
- Other that FITEL recommends or orders within the framework of the FINANCING AGREEMENT

➤ **TRANSPORTATION NETWORK**

17.4 Supervision and control of the installation of infrastructure, equipment, materials, management tools, among others, to be used for the TRANSPORT NETWORK.

17.5 In the TRIAL PERIOD, FITEL will supervise during execution of the TRANSPORT NETWORK operation, solely for the operation of the ACCESS NETWORK. It will also verify the performance of the network and could execute periodical monitoring protocols for this.

17.6 Supervision of the appropriate use of the AWARDED FINANCING.

EIGHTEENTH CLAUSE: DELAY, FAILURE AND PENALTIES

The application of the penalties provided for in this clause does not relieve the CONTRACTOR of compliance with its obligations under the FINANCING AGREEMENT or APPLICABLE NORMS

➤ ACCESS NETWORK

18.1 Penalties for failure in the ACCESS NETWORK INVESTMENT PERIOD

18.1.1 The penalties applicable for breaches during the ACCESS NETWORK INVESTMENT PERIOD may be deducted from the corresponding disbursement for this period.

18.1.2 Non-compliance with activities:

18.1.2.1 If the CONTRACTOR breaches with the full installation of a service within the prescribed period, Fitel shall establish a penalty of five-hundredths (0.05) of ITU (Tax unit) per MANDATORY PAID INSTITUTION set forth in Exhibit No. 01 of this contract, per day behind in the breach, counted from the day the initial installation ended.

18.1.2.2 If the CONTRACTOR breaches or partially meets the awareness and dissemination activities, as indicated in section 4.2.1 of the ACCESS NETWORK TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of one-tenth (0.1) of ITU for BENEFICIARY where this obligation was not complied with within the time limit set. It is considered that this activity was carried when the minimum percentage of attendees described in TECHNICAL SPECIFICATIONS of THE ACCESS NETWORK except what is indicated in the paragraph 3 of the Exhibit N°14 of the Appendix 8B of the TERMS AND CONDITIONS related to the accreditation of the minimum of attendees.. The application of this penalty does not relieve the CONTRACTOR compliance with this obligation

18.1.2.3 If the CONTRACTOR does not comply with the installation of the monitoring system within the ACCESS NETWORK INVESTMENT PERIOD, according to what is stated in section 6.6.1.1 of the TECHNICAL SPECIFICATIONS as well as usernames and passwords, etc., or all activities for commissioning of this system is not completed, Fitel shall apply a penalty of five (5) ITU. The application of this penalty does not relieve the CONTRACTOR of the compliance with this obligation.

18.1.2.4 In case of breach of the activities during the INVESTMENT PERIOD due to a fortuitous event or force majeure, not attributable to the CONTRACTOR, it shall send the documentation to FITEL proving this, in maximum one month of the event causing the breach. Furthermore, in order to evaluate the fact, the CONTRACTOR must communicate the occurrence of the event, and propose its estimate of days required for the performance of such activities, within the first fifteen (15) days of the occurrence.

Without this documentation, you cannot prove fortuitous event or force majeure, or facts not attributable to the CONTRACTOR, therefore the deadline is not extended and penalties in accordance with the preceding paragraphs of this Clause FUNDING AGREEMENT shall apply as appropriate.

However, due to reasons of accident, force majeure or not attributable to the CONTRACTOR that prevent the installation of services in the BENEFICIARY LOCATIONS, duly supported by the CONTRACTOR, FITEL will evaluate replacement of these locations, according to Exhibit N° 12 of the FINANCING AGREEMENT.

When the CONTRACTOR installs infrastructure and provides services in locations that do not correspond to the list of PAID INSTITUTIONS listed in Exhibit No. 1, such institutions do not count toward the fulfillment of the obligations under the FINANCING AGREEMENT.

- 18.1.2.5 In the event that the CONTRACTOR has not hired or has not maintained insurance policies in force on ASSETS and elements of the ACCESS NETWORK as stated in Paragraph 7.21 of the Seventh Clause FUNDING AGREEMENT, FITEL may impose a penalty of five (05) ITU whenever compliance with this obligation has failed.
- 18.1.2.6 If the CONTRACTOR does not comply with the installation of the server for monitoring within the INVESTMENT PERIOD, according to what is stated in section 6.6.1.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, or all activities for commissioning of this are not completed, Fitel shall apply a penalty of five (5) ITU. The application of this penalty does not relieve the CONTRACTED PART to comply with this obligation.
- 18.1.2.7 If the CONTRACTOR fails to comply with the installation of the amount of help centers for users within the INVESTMENT PERIOD, according to what is stated in paragraph 5.5 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR, will result in a penalty of five (05) ITU

18.1.3 Penalties for Failure to deliver Information:

- 18.1.3.1 If the CONTRACTOR fails to comply to submit the formats of the ACCESS NETWORK INSTALLATION MINUTES it will use, according to the period specified in paragraph 6.5.3.3 of the TECHNICAL SPECIFICATIONS, FITEL may impose a penalty of three (03) ITU. The application of this penalty does not relieve THE CONTRACTOR compliance with this obligation.
 - 18.1.3.2 If the CONTRACTOR fails to deliver the ACCESS NETWORK INSTALLATION MINUTES according to the period specified in paragraph 6.5.3.6 of the TECHNICAL SPECIFICATIONS, Fitel may apply a penalty equal to one hundredth (0.01) ITU for each DAY of delay in the ACCESS NETWORK INSTALLATION MINUTES(station/terminal node or subscriber).
 - 18.1.3.3 If the CONTRACTOR fails to comply with submitting the documentation and information that certifies the execution of activities AWARENESS TRAINING AND DISSEMINATION according to the period specified in Paragraph 5 of Appendix No. 14 of the TECHNICAL SPECIFICATIONS, Fitel will apply a penalty equal to one hundredth (0.01) of ITU per DAY of delay. It is only considered submitted the documentation and information for each LOCATION that has filled all fields, including subscription of faith that carry out this activity, and the list of attendees.
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- 18.1.3.4 If the CONTRACTOR fails to comply with its final proposal to deliver CAPACITY BUILDING within the time limits indicated in Paragraph 4.1.2 of the TECHNICAL SPECIFICATIONS, FITEL shall apply a penalty of three (03) ITU for each of these proposals not filed within that period. The application of this penalty does not relieve the CONTRACTOR to comply with this obligation.
- 18.1.3.5 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 6.5.5 of the TECHNICAL SPECIFICATIONS, a proposed Testing protocol for Acceptance of Facilities containing the minimum procedures required by Fitel. The delay by THE HIRED in remission of that protocol will result in a penalty of three hundredths (0.03) ITU per DAY of delay.
- 18.1.3.6 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 2.5.1 of the TECHNICAL SPECIFICATIONS, the FINAL SCHEDULE OF ACTIVITIES, containing the minimum fields required by Fitel. The delay by the CONTRACTOR in referring this schedule will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.7 The CONTRACTOR shall send to Fitel, within the maximum period prescribed in Paragraph 5.4.2 of the TECHNICAL SPECIFICATIONS, the detailed proposal for the Maintenance Program. The delay by the CONTRACTOR in remission of the program will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.8 If the CONTRACTOR fails to comply with the submission of information operations and maintenance facilities within the maximum period prescribed in Paragraph 5.6.2 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTOR will result in a penalty of five (05) ITU.
- 18.1.3.9 If the CONTRACTOR fails to comply with the submission of the detailed content of the courses to be issued in training on the technology solution within the maximum period prescribed in Paragraph 2.6.1 of the TECHNICAL SPECIFICATIONS. The delay by the CONTRACTED PARTY will result in a penalty of one hundredth (0.01) of ITU for each day of delay.
- 18.1.3.10 If the CONTRACTOR fails to comply with the referral of disaggregated costing PROPOSED ECONOMIC NETWORK ACCESS, within the maximum period prescribed in Paragraph 2.7.1 of the TECHNICAL SPECIFICATIONS NETWORK ACCESS. The delay by THE HIRED, will result in a penalty of two hundredths (0.02) ITU per DAY of delay.
- 18.1.3.11 When the CONTRACTOR fails to present to Fitel FIELD STUDIES, within the prescribed period and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty of ten (10) UIT.
- 18.1.3.12 When the ONTRACTED PARTY fails to present to Fitel the ENGINEERING STUDIES, within the deadline and according to what is stated in paragraph 6.5.2 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of ten (10) UIT.
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- 18.1.3.13 When the CONTRACTOR fails to present to FITEL the proposal to implement a tracking subsystem within the deadline and according to what is stated in paragraph 6.6.1 of the TECHNICAL SPECIFICATIONS, FITEL will apply a penalty of five (05) UIT
- 18.1.3.14 When the CONTRACTOR fails to submit to FITEL the formation of its team, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL apply a penalty of five (05) UIT.
- 18.1.3.15 When the CONTRACTOR fails to inform FITEL of a modification in the conformation of its staff, within the prescribed period and according to what is stated in paragraph 6.4 of the TECHNICAL SPECIFICATIONS, FITEL may apply a penalty two (02) UIT.

18.2 Penalties due to non compliance during the OPERATION PERIOD

- 18.2.1 The penalties applicable due to non compliance during the OPERATION PERIOD may be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to the following provisions. In case that the amount of penalties of a semester exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) days, counted since the collection notification.

18.2.2 Penalties due to non compliance of the availability of rendered services

- 18.2.2.1 In case the CONTRACTOR fails to comply with the requirement of minimum availability of the network of 98% annually, indicated in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK and measured to the POP, the FITEL will impose a penalty of a tenth (0.1) of the UIT for each additional hour of interruption of the network. The availability will be calculated each year, counted since the first day of the OPERATION PERIOD.

- 18.2.2.2 In case that the availability of services is interrupted in some of the POPs due to Acts of God or Force Majeure or events not attributable to the CONTRACTOR . THE CONTRACTOR will notify to FITEL within the term of thirty (30) days following to the culmination of the month of the event, about the existence of said events, which must be communicated to FITEL through a letter enclosing, through optical storage devices (CD DVD or USB), the detail of the dates and the hours they request to discount, as well as the causes that originated it.

Likewise, THE CONTRACTOR will deliver to FITEL the evidences that demonstrate the Acts of God or Force Majeure or events not attributable to the CONTRACTOR, no later than sixty (60) days following to the submission of the request of exclusion of unavailability of services for the event happened. Without these evidences, it will not be possible to demonstrate the Acts of God and Force Majeure or events not attributable to the CONTRACTOR consequently FITEL shall count the interruptions for the calculus of the availability as applicable.

18.2.3 Penalties due to non compliance of TRAINING

18.2.3.1 In case THE CONTRACTOR fails to comply or partially complies to make the TRAINING according to indications made in Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will impose a penalty of a tenth (0.1) of the UIT for each location where this obligation was not complied, within the term established. We shall consider that this activity is performed when the minimum percentage of attendees is reached. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.

18.2.4 Penalties due to failure to submit information by THE CONTRACTOR

18.2.4.1 If the CONTRACTOR fails to deliver the Execution Minutes of TRAINING according to the term foreseen in Section III of Appendix N° 13 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL will apply a penalty equivalent to one hundredth (0.01) of the UIT for each DAY of delay per BENEFICIARY LOCALITY. The minutes will be only considered as submitted per BENEFICIARY LOCALITY those that have all full fields, including the subscription of the person that certifies the performance of this activity, and the list of attendees.

18.2.4.2 THE CONTRACTOR shall send to FITEL, within the maximum term established in Section III of Appendix N° 13 B of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the final report of the TRAINING performed. The delay by THE CONTRACTOR in the remission of said report, shall result in a penalty of three hundredths (0.03) of the UIT for each DAY of delay.

18.2.4.3 THE CONTRACTOR shall send to FITEL, within the maximum term established in the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, the monthly reports of the use of access to Internet (total traffic, per locality and per type), monthly report of interruptions, monthly report of quality indicators. The delay by THE CONTRACTOR in the remission of reports, shall result in a penalty of one tenth (0.1) of the UIT per each DAY of delay and per each type of report.

Furthermore, FITEL shall apply a penalty of five (05) UIT for non compliance in the storage of information for the issuance of reports, as well as data that generates them, according to the provisions established in Section 6.6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK.

18.2.4.4 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of five (05) UIT.

18.2.4.5 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to indications made in Section 6.4 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of two (02) UIT.

- 18.2.4.6 When THE CONTRACTOR does not send to FITEL the format of the activities for Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of five (05) UIT.
- 18.2.4.7 When THE CONTRACTOR does not send to FITEL the Schedule of annual Preventive Maintenance, within the term established and according to indications made in Section II of Appendix N° 17 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, FITEL shall apply a penalty of three (03) UIT.
- 18.2.4.8 If THE CONTRACTOR sends to FITEL, out of the time established in Section 7.17 of the seventh clause of the FINANCING CONTRACT, the disaggregated information of investment costs of the ACCESS NETWORK or if its is inaccurate or false FITEL will impose a penalty of ten (10) UIT.
- 18.2.4.9 If THE CONTRACTOR sends to FITEL, out of the time established in Section 7.18 of the seventh clause of the FINANCING CONTRACT, the operative cash flow of the AWARDED PROJECT, or if it is inaccurate or false FITEL will impose a penalty of ten (10) UIT.

18.2.5 Penalties for OBJECTIONS

- 18.2.5.1 FITEL shall make supervisions prior to the performance of disbursements indicated in the Fourteenth Clause of the FINANCING CONTRACT. The supervisions will be made according to the protocols approved by FITEL.
- 18.2.5.2 FITEL shall apply a penalty of one (01) UIT for each one of the OBJECTIONS indicated as follows, per BENEFICIARY LOCALITY or station/node indicated in the SUPERVISION REPORT OF THE ACCESS NETWORK, with the indication that the application of this penalty does not release THE CONTRACTOR of the compliance of these obligations.
- 18.2.5.3 When THE CONTRACTOR fails to comply with the preventive Maintenance Program according to the TECHNICAL PROPOSAL.
- 18.2.5.4 If THE CONTRACTOR confines or prevents the personnel appointed by FITEL to make the corresponding visits during the effectiveness of the FINANCING CONTRACT in its tasks of SUPERVISION, FITEL can impose the penalty for each one of the prevented or limited visits. FITEL can discount that value in the immediate disbursement following to the date of the negative or limitation.
- 18.2.5.5 If THE CONTRACTOR fails to comply with the installation of the blocking software specified in Section 3.5.4 of the TECHNICAL SPECIFICATIONS OF THE ACCESS NETWORK.
- 18.2.5.6 When THE CONTRACTOR fails to comply with the term of 30 DAYS, established in Section 5.2 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, to install the required service, a penalty of one tenth (0.1) of the UIT for each DAY of delay will be applied.
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18.2.5.7. For the non compliance of each one of the indicators established in Appendix N° 11 of the TECHNICAL SPECIFICATIONS of the ACCESS NETWORK, a penalty will be applied according to the following table:

N°	Indicator	Quality Parameter	Scope	Penalty
1	TIA – Incidence rate of troubleshooting for the service of access to Internet	Less than 10%	All the network	10 UIT x month
2	Latency	Less than 150 msec	Up to CPE	0.05 UIT x month x CPE
3	Packet loss	Less than 2%	To the subscriber	0.05 UIT x month x CPE
4	Up/Down Speed	Higher than 40% of hired speed	Up to CPE	0.05 UIT x mes x CPE

The verification of compliance of the indicators 2, 3 and 4 mentioned in the previous table will be in terms of monthly average value obtained for each one during the hours of peak charge.

18.2.5.8. The penalties, if any, will be added per indicator, for each one of the months of the supervised semester.

➤ **TRANSPORTATION NETWORK**

18.3. The penalties applicable for non compliance of THE TRANSPORT NETWORK will be discounted from the next disbursement that corresponds to deliver to THE CONTRACTOR after the occurrence of the corresponding non compliance or according to indications made in the following provisions. In case that the amount of the penalties exceeds the disbursement corresponding to said period, THE CONTRACTOR must cancel said debt to FITEL in a term of fifteen (15) DAYS, counted since the collection notification.

18.4. Failure Activities:

18.4.1 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to culminate the first advance or total delivery of the TRANSPORTATION NETWORK, a penalty of five (05) UIT for each DAY of delay will be applied.

18.4.2 In case that THE CONTRACTOR has not contracted or has not kept in force the insurance policies on the assets and elements that conform the TRANSPORTATION NETWORK according to Section 7.21 of the Seventh Clause of the FINANCING CONTRACT, FITEL will impose a penalty of five (05) UIT each time this obligation has not been complied.

18.4.3 In case THE CONTRACTOR fails to comply with the installation of the server for monitoring within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, or all the activities for the commissioning of it have not concluded, FITEL will impose a penalty of five (5) UIT. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.

- 18.4.4 In case THE CONTRACTOR fails to comply with the installation of the monitoring system within the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK, according to Section 15.10.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, and users and keys, among others, or all the activities for the commissioning of this system are not concluded, FITEL will impose a penalty of five (5) UIT. The application of this penalty does not release THE CONTRACTOR of the compliance of this obligation.
- 18.4.5 In case of non compliance of the activities to perform during the INVESTMENT PERIOD OF THE TRANSPORTATION NETWORK is due to a supposed Act of God or force majeure, or facts attributable to THE CONTRACTOR, it must send to FITEL the documentation that demonstrates it, within the following month of the event of non compliance. Furthermore, in order to assess the fact, THE CONTRACTOR must communicate the occurrence of the event, and propose the estimated days required for the compliance of said activities, within the first fifteen (15) days of the occurrence of the event.

Without said documentation, it will be impossible to demonstrate the Act of God and force majeure, or facts not attributable to THE CONTRACTOR, consequently the term will not be extended and the penalties will be applied according to the preceding sections of this Clause of the FINANCING CONTRACT, as applicable.

18.5 Penalties due to the Failure of Information delivery:

- 18.5.1 When THE CONTRACTOR fails to comply with the term established in Section 2.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the GENERAL TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.2 When THE CONTRACTOR fails to comply with the term established in Section 2.2 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit each DEFINITIVE TECHNICAL PROPOSAL, a penalty of one (01) UIT per each DAY of delay will be applied.
- 18.5.3 If THE CONTRACTOR fails to comply with the remission of the disaggregated costing of the ECONOMIC PROPOSAL of the TRANSPORTATION NETWORK, within the maximum term established in Section 2.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK. The delay by THE CONTRACTOR, will result in a penalty of one 1 UIT per each DAY of delay.
- 18.5.4 When THE CONTRACTOR fails to comply with the term established in Section 10.4 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit recommendations and the requested protocols, a penalty of one hundredth (0.01) of the UIT per each DAY of delay will be applied.
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- 18.5.5 When THE CONTRACTOR fails to comply with the term established in Section 14.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, to submit the TECHNICAL FILE, a penalty of one 1 UIT per each DAY of delay will be applied.
- 18.5.6 When THE CONTRACTOR does not present to FITEL the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of 1 UIT.
- 18.5.7 When THE CONTRACTOR does not communicate to FITEL the modification of the conformation of its work team, within the term established and according to Section 15.1 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty of one (01) UIT.
- 18.5.8 If THE CONTRACTOR fails to deliver the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK according to the term foreseen in Section 15.9.6 of the TECHNICAL SPECIFICATIONS of the TRANSPORTATION NETWORK, FITEL shall apply a penalty equivalent to one hundredth (0.01) of the UIT per each DAY of delay for the INSTALLATION MINUTES OF THE TRANSPORTATION NETWORK.
- 18.5.9 If THE CONTRACTOR sends to FITEL, out of the time established in the FINANCING CONTRACT, the disaggregated information of investment costs of the TRANSPORTATION NETWORK or if it is inaccurate or false, FITEL will impose a penalty of ten (10) UIT.

➤ **COMPETENCE FACTORS**

- 18.6 In the case that THE CONTRACTOR has submitted as part of its TECHNICAL PROPOSAL, the installation of infrastructure to provide the services of the AWARDED PROJECT, in an additional amount of BENEFICIARY LOCALITIES, FITEL will impose a penalty of fifteen (15) UIT if THE CONTRACTOR fails to comply with the complete installation of any service of the AWARDED PROJECT within the term established. This penalty will not be applied if THE CONTRACTOR did not included said factor in the TECHNICAL PROPOSAL.
- 18.7 In case that THE CONTRACTOR has submitted, the delivery of tablets as referred to in the paragraph 9.1.1 of the TERMS ANS CONDITIONS as part of its TECHNICAL OFFER and fails to deliver the total number of items, FITEL will impose a penalty of fifteen (15) UIT per year of failure of delivery of the total amount of tablets.. This penalty will not be applied if THE CONTRACTOR did not include said factor.

18.8 Penalties for not keeping the GUARANTEES in force

If THE CONTRACTOR does not keep in force any of the GUARANTEES OF THE AWARDED PROJECT, FITEL will apply it a penalty according to the following formula:

$$\text{Penalty} = \frac{(\text{Guarantee Value}) \times (\text{number of Days in which the GUARANTEE is not in force})}{\text{UIT}}$$

18.9 Independence of penalties from administrative sanctions

The penalties foreseen in this FINANCING CONTRACT and its annexes, have different nature from the administrative sanctions that OSIPTEL, FITEL or any other public organism impose in the exercise of their powers.

18.10 Procedure of payment of penalties

- 18.10.1 The penalties may be discounted from disbursements indicated in the fourteenth Clause of the FINANCING CONTRACT. The payment of penalties does not imply a waiver of the right of FITEL to claim the compensation for damages, if any, neither its right to terminate the FINANCING CONTRACT, according to Section 19.2. of the nineteenth Clause of the FINANCING CONTRACT.
- 18.10.2 When there are penalties that are not covered by a pending disbursement of payment, or when there is no disbursement from which said penalties may be discounted, or in case that in the last four months of the OPERATION PERIOD there is any amount of penalties to collect by FITEL; THE CONTRACTOR must cancel the difference directly to FITEL in a term of fifteen (15) DAYS, counted since the notification of collection. In case of non compliance of said payment, we shall proceed to execute the GUARANTEE OF PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT for the Collection of the owed amount.
- 18.10.3 THE CONTRACTOR shall pay the penalties in NUEVOS SOLES.

NINETEENTH CLAUSE: CONCLUSION AND TERMINATION OF THE FINANCING CONTRACT

THE FINANCING CONTRACT may be declared as terminated due to the occurrence of some of the following grounds:

19.1 For expiration of the term of the FINANCING CONTRACT.

THE FINANCING CONTRACT will terminate, once the term referred in the Sixth Clause has expired and after the last disbursement at the CLOSURE OF THE FINANCING CONTRACT.

19.2 Termination by FITEL

19.2.1 FITEL may terminate THE FINANCING CONTRACT of full right by some of the following grounds:

- a) When THE CONTRACTOR is declared in a situation of bankruptcy before the Commission of Insolvency Proceedings of the National Institute of Defense of Competence and Intellectual Property– INDECOPI or the person acting as such.
 - b) Due to the lack of renewal of guarantees indicated in the Tenth Clause of the FINANCING CONTRACT.
 - c) Due to the unjustified non compliance of the DEFINITIVE SCHEDULE OF ACTIVITIES OF THE ACCESS NETWORK OR THE DEFINITIVE SCHEDULE OF ACTIVITIES OF THE TRANSPORT NETWORK; provided said non compliance assessed by FITEL, results in a non compliance of the activities within the INVESTMENT PERIOD of THE ACCESS NETWORK or within the INVESTMENT PERIOD of THE TRANSPORT NETWORK referred in the TECHNICAL SPECIFICATIONS.
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- d) For unjustified non compliance of the TECHNICAL SPECIFICATIONS and, in general, of the obligations agreed in the FINANCING CONTRACT.
 - e) For abandonment in rendering the service of access to Internet or, if applicable, of the access to Intranet, in some of the BENEFICIARY LOCALITIES or any of the MANDATORY PAID INSTITUTIONS for causes attributable to THE CONTRACTOR.
 - f) When there are deviations in the use of the AWARDED FINANCING, or is given a different destiny for which it was granted; without prejudice of the agreement made in the paragraph 10.2 of the Tenth Clause of the FINANCING CONTRACT.
 - g) For unjustified non compliance of the TECHNICAL PROPOSAL, except modifications established between the PARTIES.
 - h) When FITEL had knowledge that the company that leadered the CONSORTIUM did not had a minimum total participation of twenty five per cent (25%) in the legal person incorporated as THE CONTRACTOR, before three (03) years, counted since the CLOSING DATE.
 - i) For loss of the Concession of Public Telecommunications Service or loss of the registration in the registry of services of added value to provide the Public Telecommunication Services established in the TECHNICAL SPECIFICATIONS.
 - j) When the amount of penalties referred to the INVESTMENT PERIOD of THE ACCESS NETWORK or the INVESTMENT PERIOD of THE TRANSPORT NETWORK have exceeded the amount in force of the amount of the ADVANCE GUARANTEE and the PERFORMANCE BOND GUARANTEE of THE FINANCING CONTRACT, .
 - k) For inaccuracy or falsehood of the AFFIDAVITS submitted by THE CONTRACTOR in the BID, as BIDDER.
 - l) For non compliance of the obligations of CLOSURE OF THE FINANCING CONTRACT.
 - m) For reasons of convenience, importance or interest of the Peruvian Government, without being necessary the expression of cause in this case.
 - n) For refusing to transfer the ownership and title in favor of the MTC or of FITEL the ASSETS OF THE TRANSPORTATION NETWORK or of the ACCESS NETWORK respectively. This ground includes the negative to make the acts necessary to formalize or improve said transfers.
 - o) Refuse to provide all the facilities to the MTC, to FITEL and to the concessionaire of the operation of the TRANSPORTATION NETWORK that these require with the purpose to facilitate the bid and commissioning of said component of the AWARDED PROJECT.
- 19.2.2 In the cases of termination of the FINANCING CONTRACT indicated in the preceding Section, with exception of the provisions made in literal n), FITEL will be empowered to: (i) execute the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT referred in the Fourteenth Clause; and, (ii) require THE CONTRACTOR a compensation for damages caused due to its non compliance.
- 19.2.3 In case that THE CONTRACTOR has not acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK; and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e),) and m), THE CONTRACTOR shall return to FITEL the integrity of the AWARDED FINANCING disbursed until that time or, the guarantees will be executed.
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- 19.2.4 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or ASSETS OF THE TRANSPORTATION NETWORK without proceeding to its installation and the FINANCING CONTRACT is terminated during the INVESTMENT PERIOD by virtue of literals a) until o) of the preceding Section 19.2.1., with exception of literals e), and m), the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and will return the non executed part of the disbursement of the AWARDED FINANCING or, the guarantees will be executed.
- Exceptionally, and provided THE CONTRACTOR has conclusively proven to have use the totality of the disbursement of the AWARDED FINANCING in the acquisition of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, the PARTIES shall subscribe the corresponding award minutes.
- 19.2.5 In case that THE CONTRACTOR has acquired the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK, and it has been installed and the FINANCING CONTRACT is terminated by virtue of paragraphs from a) to the literal o) of the preceding Section 19.2.1., as appropriate, the PARTIES shall subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.
- 19.2.6 In the case that THE CONTRACTOR has acquired and made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and the FINANCING CONTRACT is terminated by virtue of literal m) of Section 19.2.1., the PARTIES will subscribe the corresponding award minutes and THE CONTRACTOR will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR will keep the amount of the AWARDED FINANCING received in the part equivalent to the supply value.
- Likewise, in the case that THE CONTRACTOR has acquired but has not made the installation of the ASSETS OF THE ACCESS NETWORK or the ASSETS OF THE TRANSPORTATION NETWORK and/or FITEL has not delivered more than one disbursement, and the FINANCING CONTRACT is terminated by virtue of literal m) of the preceding Section 19.2.1., the PARTIES shall subscribe the corresponding award minutes, and the obligation of THE CONTRACTOR is to make in favor of FITEL the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT without FITEL can make other disbursements of the AWARDED FINANCING. In this assumption FITEL may decide to require the installation of the ASSETS OF THE ACCESS NETWORK and the TRANSPORTATION NETWORK.
- 19.2.7 In all the assumptions of termination by FITEL in which the corresponding award minutes is subscribed and the endorsement of the policies is made on the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK, it shall not be included neither in the minutes subscription neither in the endorsement in favor of FITEL of the policy those equipment and/or preexisting installations at the enactment of the FINANCING CONTRACT, that are used to provide the proposed services in the AWARDED PROJECT.
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The equipment and/or installations made by THE CONTRACTOR to provide services that are not required within the framework of the AWARDED PROJECT, are the ownership of THE CONTRACTOR.

19.3 Termination by THE CONTRACTOR

19.3.1 THE CONTRACTOR may terminate the FINANCING CONTRACT of full right, by the following grounds:

- a) Lack of some disbursement by FITEL, provided THE CONTRACTOR has complied with all the obligations indicated in the Seventh Clause of the FINANCING CONTRACT and THE CONTRACTOR has corrected all the OBJECTIONS of the SUPERVISION REPORT; or,
- b) Non justified negative of FITEL to receive the INSTALLATION for a term greater than one hundred and twenty (120) DAYS; or,
- c) Before the delay of FITEL in the disbursement of a quota for more than one hundred and twenty (120) DAYS, for reasons not attributable to THE CONTRACTOR.

19.3.2 In such cases, THE CONTRACTOR will preserve the ownership of the ASSETS OF THE ACCESS NETWORK and of the TRANSPORTATION NETWORK and the disbursements effectively executed, prior reconciliation of balances; likewise, will endorse in favor of FITEL the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT; and, FITEL will be obliged to return the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT.

Likewise, having given any of the three cases indicated in the preceding Section, THE CONTRACTOR is obliged to continue providing the service according to the term and conditions indicated in its Concession Contract.

19.4 Termination by Mutual Agreement

The FINANCING CONTACT may terminate by mutual agreement, in which case, the ownership of the assets acquired with the AWARDED FINANCING will be transferred to FITEL and THE ASSETS OF THE TRANSPORTATION NETWORK will be transferred in favor of the MTC, remaining the same under the custody of FITEL until through a new bid, they are awarded. Likewise, in favor of FITEL will be the endorsement of the insurance policies referred in Section 7.21 of the Seventh Clause of the FINANCING CONTRACT.

Under this assumption, the PARTIES will perform the reconciliation of balances, if applicable.

In said assumption of termination, FITEL shall return the corresponding guarantee; likewise, the PARTIES declare that the payment for damages will not be claimed.

TWENTIETH CLAUSE: PROCEDURE FOR THE TERMINATION OF THE FINANCING CONTRACT

- 20.1 Prior to the termination of the FINANCING CONTRACT, the affected PARTY by the non compliance will send to the PARTY that has failed to comply, a notarial letter communicating the non compliance and terminating it of full right.
- 20.2 Regarding the assumptions foreseen in the nineteenth Clause of the FINANCING CONTRACT, FTEL may require to THE CONTRACTOR, to satisfy the provision subject matter of non compliance in a maximum term of fifteen (15) DAYS, and may establish higher terms attending exceptional circumstances upon determination of FTEL under penalty of terminating the FINANCING CONTRACT of full right according to the provisions set forth in Article 1429º of the Civil Code.
- 20.3 According to the provisions of Sections 3.20 and 3.21 of the third clause and Section 4.6. of fourth clause of the FINANCING CONTRACT in all cases of termination that are produced once the OPERATION PERIOD has begun and only in the case that FTEL requests it, THE CONTRACTOR must continue with the operation and maintenance for the term required by FTEL, which shall not exceed from eight (08) months, counted since the termination communication of the FINANCING CONTRACT, in order to guarantee the continuity of the Public Telecommunications Services. During said term, FTEL will continue delivering the corresponding financing for the proportional number of DAYS elapsed.
- 20.4 The indication made in the preceding section will be also of application for the assumption foreseen in literal a) of the paragraph 19.2.1 of the nineteenth Clause of the FINANCING CONTRACT, in which case, a temporary administration will be conformed of the AWARDED PROJECT composed by representatives of FTEL and will represent it before the Meeting of Creditors with the purpose to secure that THE CONTRACTOR continues with the provision of services established in this contract.
- During said term FTEL, and provided that the Meeting of Creditors agrees it, may continue delivering the corresponding financing for the proportional number of DAYS elapsed to the administration or liquidating entity appointed by the Meeting of Creditors according to Law N° 27809, General Law of the Bankruptcy System.
- 20.5 In all cases of termination of the FINANCING CONTRACT, a reconciliation of balances will be made until the termination date.

TWENTY-FIRST CLAUSE: CLOSURE OF THE FINANCING CONTRACT

- 21.1 Is the stage of execution of the FINANCING CONTRACT that will be made within the last semester of the OPERATION PERIOD and that will culminate with the conclusion of the FINANCING CONTRACT by the compliance of its obligations.
- 21.2 For the CLOSURE OF THE FINANCING CONTRACT, the PARTIES shall perform the following activities:
- i. THE CONTRACTOR shall correct the OBJECTIONS formulated by FTEL, in a maximum term of sixty (60) DAYS since its notification.
 - ii. Once the OBJECTIONS are corrected by THE CONTRACTOR, previously verified by FTEL, THE PARTIES within a maximum term of fifteen (15) DAYS, will reconcile the calculus and payment of penalties incurred by THE CONTRACTOR; and the financial liquidation of disbursements and payments to which the PARTIES are obliged.
 - iii. Once the information referred in the preceding literal ii) is reconciled, THE PARTIES, shall subscribe the agreement referred in Section 21.3. of this clause.
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- 21.3 The CLOSURE OF THE FINANCING CONTRACT will be formalized through the subscription of the corresponding agreement, in which the PARTIES declare that there are no outstanding obligations to comply and that the financial liquidation has been satisfactorily made.
- 21.4 On the ten (10) DAYS counted since the subscription of the agreement of the CLOSURE OF THE FINANCING CONTRACT, the last disbursement will be made and, later, in a maximum term of five (05) BUSINESS DAYS the corresponding guarantees will be returned.
- 21.5 In case of non compliance of the obligations for the CLOSURE OF THE CONTRACT, FITEL shall require to THE CONTRACTOR its compliance in a term no later than 15 DAYS, under penalty to terminate the FINANCING CONTRACT of full right, consequently it will forfeit the last disbursement and shall proceed to the execution of the PERFORMANCE BOND GUARANTEE OF THE FINANCING CONTRACT

TWENTY SECOND CLAUSE: DISPUTE RESOLUTION

- 22.1. If there are controversies of any nature between THE CONTRACTOR and FITEL related or resulting from this FINANCING CONTRACT, that may not be settled by common agreement by both parties or if there is no mechanism of solution foreseen by this document, they will be decided by an arbitral tribunal in a legal arbitration.
- 22.2 The arbitration will be carried out by an Arbitral Tribunal composed by three (03) members.
- 22.3 The arbitration will be carried out according to the rules established in the Regulation of Arbitration of the Chamber of Commerce of Lima or in the Regulation of Arbitration of the Bar Association of Lima, of the AMCHAM or other chosen by FITEL or THE CONTRACTOR, according to the demand that comes from any of these parties.
- 22.4 The Arbitral Tribunal will be composed as follows:
- Each one of the PARTIES will appoint one arbitrator and they by common agreement, shall appoint a third arbitrator, who will chair the Arbitral Tribunal.
 - In case one of the PARTIES does not appoint its arbitrator within a term of ten (10) DAYS counted since the date in which one of them declares to the other in written its will to submit to this clause, the arbitrator who has not been appointed, will be appointed by the institution that is in charge of the Management of the arbitration process.
 - In case the PARTIES do not appoint the third arbitrator within a term of sixty (60) DAYS counted since the appointment of the second arbitrator, the third arbitrator will be appointed by the institution that is in charge of the management of the arbitration process.
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- 22.5 The Arbitral Tribunal shall have a term of ninety (90) BUSINESS DAYS since its installation to issue the corresponding arbitration award, which will be final. Likewise, the Tribunal may be in charge of accurately determining the controversy, and to grant an extension if necessary to issue the award.
- 22.6 The place of the arbitration will be the city of Lima. The language to be used in the arbitration process will be Spanish.
- 22.7 The Arbitral Tribunal, when issuing the arbitration award, shall determine the form in which the parties must assume the expenses and costs of the arbitration.
- 22.8 In case that any of the PARTIES decides to file an action for annulment against the arbitration award before the Judiciary, it must previously constitute in favor of the party or the opposite parties a Letter of Guarantee granted by a first category bank with headquarters in Lima, equivalent to US\$ 100,000.00 (One hundred thousand and 00/100 DOLLARS OF THE UNITED STATES OF AMERICA), which will be Joint and several, irrevocable, unconditional and automatically enforceable in case said resource, in final judgment, were not declared well founded. Said Letter of Guarantee must be in force during the process and will be delivered in custody to a notary of the city of Lima.
- 22.9 THE FINANCING CONTRACT is subscribed according to the legal regulations of the Republic of Peru, reason by which any controversy resulting from its performance, interpretation, execution, validity and effectiveness will be governed by these legal regulations.

The Public Telecommunications Services and the access to Internet provided by THE CONTRACTOR will be supplementary governed by the regulations in force in the country, including the regulations of continuity and quality of services, as well as the tax regime applicable to taxpayers of all the national territory and to the taxpayers of the municipalities or local governments of the country in everything not regulated in the FINANCING CONTRACT.

TWENTY THIRD CLAUSE : ASSIGNMENT OF THE FINANCING CONTRACT

- 23.1 THE CONTRACTOR may assign the FINANCING CONTRACT, and transfer or subrogate, totally or partially, the obligations under its charge, prior favorable opinion of FITEL.
- The approval of FITEL shall depend, among others, of aspects related to the financial situation of the benefitted company with the assignment of contractual position, transfer or total or partial subrogation of rights or obligations derived from the FINANCING CONTRACT.
- 23.2 THE CONTRACTOR is obliged to deliver to FITEL the information it may require, for purposes of the assignment and/or transfer of the FINANCING CONTRACT.
- 23.3 In case FITEL approves the assignment, transfer or indicated subrogation, an addendum must be subscribed to the FINANCING CONTRACT.
- 23.4 The new contractor, must comply with the same requirements established in the TERMS and the matters that correspond to the FINANCING CONTRACT.
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TWENTY FORTH CLAUSE: OTHER PROVISIONS

24.1 Integrant Parts of the Contract

The FINANCING CONTRACT includes its annexes. In the case that there is a contradiction between the Clauses and Annexes, the clauses shall prevail. Likewise, in case of discrepancy between the documents that conform it, the order of priority will be the following:

- a) The FINANCING CONTRACT.
- b) The TECHNICAL PROPOSAL.
- c) The CIRCULARS.
- d) The TECHNICAL SPECIFICATIONS.
- e) The TERMS.

The FINANCING CONTRACT may be elevated to the status of a notarized public document upon the decision of any of the PARTIES. In any case, THE CONTRACTOR shall bear the corresponding costs.

24.2 Waiver of Rights

The waiver of any of the PARTIES to one or more rights that correspond according to the FINANCING CONTRACT will only have effect if made in written and with duly notification to the other PARTY. If at any time one of the PARTIES waives or does not exercise a specific right indicated in the FINANCING CONTRACT, such conduct may not be considered by the other PARTY as a permanent waiver to enforce the same right or any other that corresponds according to the FINANCING CONTRACT.

In compliance of the aforementioned, and in exercise of the power of THE CONTRACTOR, it irrevocably and unconditionally waives to any diplomatic claim with relation to the FINANCING CONTRACT.

24.3 Modification of the Contract

The PARTIES agree to be available to introduce modifications to the FINANCING CONTRACT and its composing parts, by common agreement, when they deem as convenient. Any modification or amendment, total or partial, of the FINANCING CONTRACT and its composing parts will only have validity if is in written in the corresponding addendum and it is subscribed by the legal representative or a representative duly authorized of each one of the PARTIES.

24.4 Revocation of Contract

The parties expressly recognize that in the assumption that any of the clauses of the FINANCING CONTRACT lacks of the vice of nullity, said situation shall not determine the revocation of the FINANCING CONTRACT but only of the clause that is null, in which case the FINANCING CONTRACT will keep its full validity and enforceability. However, if the null clause affects the FINANCING CONTRACT, the parties may request to declare the revocation of it.

Similarly, if within a same clause of the FINANCING CONTRACT, any of the numerals of said clause lacks of the vice of nullity, said situation shall not determine the nullity of all the clause if said numeral could be removed without affecting the unit of the corresponding clause.

24.5 Intellectual Property

THE CONTRACTOR and FITEL exercise in equal conditions the intellectual property of the reports, and, in general, any document that THE CONTRACTOR prepares in compliance of the FINANCING CONTRACT, and any of the PARTIES exercise its right in their own benefit or of third parties.

THE CONTRACTOR may request to FITEL, the declaratory of confidentiality of the information, according to the provisions set forth in the applicable regulation.

TWENTY FIFTH CLAUSE: NOTIFICATIONS

- 25.1 All the notifications and communications related to the FINANCING CONTRACT, unless another mechanism or formality is expressly stated, will be made in written, and will be sent from and to the addresses, fax numbers and e-mails indicated in Section 25.3. of this clause, with the corresponding effects established in the same section.
- 25.2 Any of the PARTIES may modify the addresses, fax numbers and e-mails, prior communication in written to the other PARTY, sent in the form indicated in Section 25.4. of this clause, with the corresponding effects established in the same section.
- 25.3 All the notifications under the FINANCING CONTRACT will be delivered with acknowledgment of receipt, or with any other mechanism that credits the date of delivery of the notification, and will be effective on the date indicated in the corresponding acknowledgment of receipt.

For purposes foreseen in this clause, the parties indicate as their addresses and fax numbers the following:

FITEL

Attention: Technical Secretariat of FITEL
Address: Jr. Zorritos 1203, Lima 1.
Fax №: 615-7815
E-mail: fitel@mintc.gob.pe

CONTRACTOR:

Attention: Mr. ArieH Gad Rohrstock and Miss. Yveth Fiorella Romero Guia
Address: Av. Carlos Villarán No. 140, Floor No 12 from building "A" Interbank, district "La Victoria", Lima
Fax №: 266-0933
E-mail: yromero@gilatla.com and legalperu@gilatla.com

25.4 Any change of data of FITEL or of THE CONTRACTOR must be made through written communication sent to the other PARTY by notary and have effect since the following day of the date indicated in the corresponding acknowledgment of receipt.

The parties sign, in three copies, in agreement, in the city of Lima, on May 27th, 2015

FITEL

THE CONTRACTOR

ANNEXES

ANNEX N° 1	:	BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS
ANNEX N° 2	:	TECHNICAL PROPOSAL
ANNEX N° 3	:	DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR
ANNEX N° 4	:	ECONOMIC PROPOSAL
ANNEX N° 6	:	ADVANCE GUARANTEE AND PERFORMANCE BOND OF THE FINANCING CONTRACT
ANNEX N° 7	:	TECHNICAL SPECIFICATIONS
ANNEX N° 8	:	TERMS THAT GOVERN THE BID
ANNEX N° 9	:	CIRCULARS
ANNEX N° 10	:	AFFIDAVIT OF RESPONSIBILITY
ANNEX N° 11	:	PROCEDURE OF CALCULUS FOR AVAILABILITY
ANNEX N° 12	:	FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK
ANNEX N° 13	:	GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS

ANNEX N° 1
BENEFICIARY LOCALITIES AND MANDATORY PAID INSTITUTIONS

ANNEX N° 2
TECHNICAL PROPOSAL

ANNEX N° 3
DEFINITIVE SCHEDULE OF THE ACTIVITIES OF THE CONTRACTOR

ANNEX N° 4
ECONOMIC PROPOSAL

ANNEX N° 5
ADVANCE PAYMENT GUARANTEE AND

PERFORMANCE BOND OF THE FINANCING CONTRACT

ANNEX N° 6
TECHNICAL SPECIFICATIONS

ANNEX N° 7
TERMS THAT GOVERN THE BID

ANNEX N° 8
CIRCULARS

**ANNEX N° 9
AFFIDAVIT OF RESPONSIBILITY**

Reference: Section 11.1 of the Eleventh of the FINANCING CONTRACT

By this document, name or corporate name of the contractor, declare under oath the following:

- That, will inform to FITEL about the implementation of THE AWARDED PROJECT through the participation of subcontractors or other forms of outsourcing.
- That, assumes the responsibility of the compliance of the contractual obligations of the subcontractor or of other natural or legal persons with whom he shall subscribe outsourcing contracts for the implementation of the AWARDED PROJECT.
- That, will not allege breach of subcontractors and of natural or legal persons with whom he shall subscribe outsourcing contracts to evade the obligations assumed in the FINANCING CONTRACT.

Place and date: Lima., 2015

Entity
Name of THE CONTRACTOR

Name
Legal Representative of THE CONTRACTOR

Signature
Legal Representative of THE CONTRACTOR

ANNEX N° 10
PROCEDURE OF CALCULUS FOR AVAILABILITY

The availability for the telecommunications services of the AWARDED PROJECT shall take into account the cases in which the interruption of the service is due to the lack of electric fluid, under the following considerations:

Localities with conventional electric energy:

In this case THE CONTRACTOR should try to have an independent meter with the purpose that the operability of the equipment does not depend of the action of third parties.

In this assumption, if there is a cut of electric fluid, after the time of autonomy of the system of electric support has concluded indicated in the TECHNICAL SPECIFICATIONS, the interruption will not be counted until the replacement of the conventional electric energy.

To credit an electric cut it will be enough to submit a report of alarm of the system of management and monitoring of the implemented network. In case that the system of management and monitoring do not allow distinguishing the kind of alarms, THE CONTRACTOR must submit proof of accreditation signed by the concessionaire of electric energy or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In the cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the system of electric support, reducing the time of autonomy of the system, the time of interruption will not be considered from the cut of the service, provided it is determined that the origin is due to the cut of electric energy.

In those cases in which the electric energy is provided by a settler, town or any other third party different to the energy concessionaire, THE CONTRACTOR assumes the responsibility of the energy cut due to causes that are different to the aforementioned.

Localities without conventional electric energy:

THE CONTRACTOR according to the TECHNICAL SPECIFICATIONS will propose in its TECHNICAL PROPOSAL the design of the energy system that allows guaranteeing the availability of the services according to the requirement of the TECHNICAL SPECIFICATIONS.

In cases where there is a service cut within the time of autonomy of the electric system, the interruption will be counted within the period of availability of the services.

To demonstrate an energy system cut implemented by, but not attributable to THE CONTRACTOR, THE CONTRACTOR must submit proof of accreditation signed by the MANDATORY PAID INSTITUTION or any authority, academic center, police or medical personnel as long as they belong to the locality indicating the hour and date of beginning and cutting end.

In some cases in which the energy cuts are permanent and in intervals of short time, that do not allow the complete load of the electric system, reducing the time of autonomy of the system, the time of interruption will not be considered since the service cut, provided it is determined that the origin is due to an inadequate load of the batteries.

In cases in which the interruption of the service is due to climatological factors, the following points will be taken into account:

If the energy cut is due to the solar incidence in the transmission equipment, the interruption will not be counted provided the occurrence of this event is credited with the submission of a report or document of a specialized organism, public or private (previously approved by FITEL) indicating the anomaly of solar radiation and the effects it will produce.

If the cut is due to the absence of sunlight that do not allow the load of the batteries through solar panels, the interruption will not be counted provided a document of a specialized organism is submitted or the Affidavit of any authority of the locality or district, certifying the absence of sunlight.

Availability Schedule of the Service.

Within the Schedule in which the TECHNICAL PROPOSAL has not considered available, the equipment will not be counted with any interruption.

To determine the time of total interruption, we shall add all the service cuts higher than one third of the estimated availability for each day.

ANNEX N° 11
 FORMAT OF INVESTMENT COSTS OF THE ACCESS AND TRANSPORTATION NETWORK

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	INFRASTRUCTURE OF STATIONS						
	Tower Type 1						
	Tower Type 2						
	Tower Type 3						
	Tower Type 4						
	Tower Type 5						
	Anchor						
	Support						
	Others						
II	ASSOCIATED CIVIL WORKS						
	Perimeter Enclosure						
	Physical Edge security						
	Booths						
	Tower Base						
	Inst. of support Bracket type for antenna of RF.						
	Others						
III	MANPOWER						
	Installation of towers						
	Associated civil works						
	Material haulage						
	Equipment haulage						
	Others						
IV	LICENSES AND PERMITS						
	Municipal permits						
	SERNANP						
	CIRA						
	Others						
V	Energy and security system of Stations						
	Place conditioning						
	Batteries bank						
	UPS						
	Generators						
	Fuel tank						
	Electrical panels						
	Rectifiers						
	Ground						
	Light facilities						
	Lightning rod						
	Solar panels						
	Ground installation						
	Electric network installation						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Optical Equipment						
	Switches and routers of connection to the transportation network						
	Connectors						
	Others						
II	Radio Equipment						
	Ptp Radios						
	Base Radios						
	AP Radios						
	Antennas						
	Connectors						
	Amplifiers						
	Others						
III	MANPOWER						
	Radios installation						
	Network configuration						
	Others						
IV	User Modules						
	Computers						
	UPS						
	Switch and cables						
	Others						
V	Management Center						
	Management system of radios						
	Management system of the electric part						
	Management system of security and alarms						
	Servers						
	Others						

Item	Description	Unit	Quantity	Unitary Price \$	Unitary price S/.	Total Price \$	Total Price S/.
I	Preparation of plans and methodology						
	Training Awareness WEB applications Others						
II	Execution of activities						
	Cost of training service Cost of awareness service Amounts of diffusion contracts. Servers, etc. Others						
III	Modules						
	Computers UPS Switch and cables Others						
IV	Management Center						
	Management System of Radios Management system of the electric network Management system of security and alarms Others						

Item	Optical Fiber	Unit	Quantity	Unitary Price \$	Unitary Price S/.	Total Price \$	Total Price S/.
I	Acquisition						
	Optical Fiber x reel Optical Equipment (detail per type) Switches Connectors Others						
II	Nodes						
	Conditioning Cabinets Air conditioning system Fire system Cables Security system Others						
III	Manpower						
	Installation of fiber Equipment installation Others						

ANNEX N° 12
GUIDELINES FOR THE CHANGE OF MANDATORY PAID INSTITUTIONS AND BENEFICIARY LOCATIONS

1. THE CONTRACTOR has the obligation to provide the service of access to Internet to each one of the MANDATORY PAID INSTITUTIONS located in the BENEFICIARY LOCALITIES according to Annex 01 of the FINANCING CONTRACT.
 2. The changes of the MANDATORY PAID INSTITUTIONS operate in the following cases:
 - 2.1 That the MANDATORY PAID INSTITUTION already has the service of access to Internet and declares that it does not want to hire the service to THE CONTRACTOR at least during the INVESTMENT PERIOD of the AWARDED PROJECT.(This is during the INVESTMENT PERIOD of the ACCESS NETWORK and during the INVESTMENT PERIOD of the TRANSPORT NETWORK).
 - 2.2 That the MANDATORY PAID INSTITUTION put impediments to the installation of the equipment for any none justified reason.
 - 2.3 That for any reason, whether technical or by impediment of the population or authorities, among others, the station (POP) may not be installed that will supply the service to the BENEFICIARY LOCALITY, and in this case they should make the change of all the MANDATORY PAID INSTITUTIONS. In which case a change of BENEFICIARY LOCATION will take place.
 - 2.4 In all the aforementioned cases, FITEL will assess and determine if said changes proceed, communicating to THE CONTRACTOR its approval.
 3. The MANDATORY PAID INSTITUTIONS of replacements may be proposed by THE CONTRACTOR and will be given preference according to the following considerations:
 - 3.1 The replacements of the MANDATORY PAID INSTITUTIONS will be given preferably within the same BENEFICIARY LOCALITY.
 - 3.2 The educational institutions may be only replaced by another educational institution, in this case THE CONTRACTOR may solicit FITEL the exchange for another academic institution located in another BENEFICIARY LOCATION
 - 3.3 The MANDATORY PAID INSTITUTIONS different to the educational institutions may be replaced by police stations, posts, municipalities or others, in the same or different locality.
 4. In no case THE CONTRACTOR may require additional financing to FITEL basing it in the replacement of some MANDATORY PAID INSTITUTION or some BENEFICIARY LOCATION.
-

**ANNEX N° 5 OF THE BID TERMS
CONTENT OF ENVELOPE N° 3**

**LETTER OF PRESENTATION OF THE ECONOMIC PROPOSAL
(Form for Assessment of ECONOMIC PROPOSALS of SUITABLE BIDDERS)¹**

Lima, February 25th 2015

Messrs.
ProInversión Committee in Project of Energy and Hydrocarbons PRO CONECTIVIDAD
Agency for Promotion of Private Investment - ProInversión
Present.-

Reference: Public Tender for the execution of the Project "Broadband Installation for Comprehensive Connectivity and Social Development of the Huancavelica Region".

SHORTLISTED BIDDER: **CONSORCIO GILAT.**

Dear Sirs:

According to the BID TERMS and to all the information contained thereof, we submit our ECONOMIC PROPOSAL, in the following terms:

TECHNICAL PROPOSAL			
COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
Localities additional	Number	Forty six	46
Tablets	Number	One hundred nineteen thousand seventy	119,070
ECONOMIC PROPOSAL			
COMPETITION FACTOR	UNITS	IN LETTERS	IN NUMBERS
FINANCING OF THE TRANSPORTATION NETWORK	US\$	Thirty million seven thousand one hundred forty eight and 00/100	30 007 148.00
ACCESS NETWORK FINANCING	US\$	Sixty seven million two hundred sixty six thousand twenty seven and 00/100	67 266 027.00
The figures will be written with a maximum of two (02) decimals.			
BONUS FOR ADVANCEMENT PERFORMANCE OF THE INSTALLATION STAGE			
CALENDAR DAY	UNITS	IN LETTERS	IN NUMBERS
Number of calendar days reduction	calendar days	Sixty	60

We declare that the ECONOMIC PROPOSAL will be valid and firm for a minimum period of one hundred and fifty (150) days, counted since the date of the reception act of Envelopes N° 2 and N° 3 and opening of Envelopes N° 2, and we are committed to extend it compulsorily if the COMMITTEE provides it.

We accept that this ECONOMIC PROPOSAL is incorporated to the FINANCING CONTRACT in all its terms and conditions without any exception and that it has the nature of an affidavit.

¹ Incorporado mediante Circular N° 1 (literal C) y modificado mediante Circulares N° 8 y N° 18(literal B y Modificación N° 20, respectivamente).

Cordially yours,

Entity : **CONSORCIO GILAT**
SHORTLISTED BIDDER

Name : ARIEH GAD ROHRSTOCK
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Name : YVETH FIORELLA ROMERO GUIA
Legal Representative of SHORTLISTED BIDDER

Signature :
Legal Representative of SHORTLISTED BIDDER

Note: If there is any discrepancy between a figure expressed in numbers and in letters, shall prevail the amount expressed in letters.

DEED OF INDEMNITY

THIS DEED is dated 20 May 2015

BETWEEN

GILAT SATELLITE NETWORKS LTD, a company organised under the laws of Israel, under company no 52-003893-6, with its registered office at 21 Yegia Kapayin ST. Petah Tikva, Israel 49130 (The **"Indemnifying Party"**).

AMTRUST EUROPE LIMITED, a company organised under the laws of England and Wales, under company no. 1229676, with its registered office at Market Square House, St. James Street, Nottingham NG1 6FG. (The **"Surety"**).

Each of Surety and Indemnifying Party may be referred to herein as a **"Party"** and, jointly, as the **"Parties"**.

RECITALS

1).- Subject to the execution of this Deed, the Surety will issue Bonds in favor of the Obligee for the benefit of Principal Obligor, as per the terms and conditions of the Contract (as defined below).

2). - The Principal Obligor shall post the Bonds with Obligee(s) (as defined below).

3).- The Indemnifying Party has agreed to enter into this Deed for the purpose of indemnifying and holding the Surety harmless from any and all Liabilities (as defined below) in relation to the Bonds.

AGREED TERMS

1. - INTERPRETATION.

The definitions and rules of interpretation in this clause apply in this Deed:

- A. **"Bonds"** means contracts of surety-ship, undertakings, guarantees or indemnities executed or procured by the Surety, described in the Contract, including those underwritten as reinsurers or by means of a Fronting Company or Cedant or issued in any acceptable form.
- B. **"Contract"** means the agreement, attached (SCHEDULE N° 1), executed by or on behalf of the Principal Obligor with the Surety.
- C. **"Collateralization Event"** means any one or more of the following:
 - a. The Surety has declared the Principal Obligor in default under the Contract(s) in relation to the bank intervention of the advance payments as described in the Section 2 of said Contract, or
 - b. The Surety has received notice from the Obligee or has knowledge of facts communicated by the Obligee which Surety reasonably believes may result in a Liability to Surety; or

D. “**Event of Default**” means any one or more of the following:

- a. The Indemnifying Party breaches any of its material obligation under this Deed; or
- b. The Obligeo has requested payment in respect of any of the Bonds which have been deposited or posted with the Obligeo; or
- c. The Principal Obligor has failed, refused or delayed to pay or is unable to pay claims, premium invoices or other indebtedness due to the Surety for the issuance of any of the Bonds which have been deposited or posted with an Obligeo.

E. “**Liabilities**” means all claims, damages, expenses, costs, fees and liabilities of every nature (including premiums, taxes and duties) (whether actual or contingent, present or future, joint or several, and whether or not subject to the giving of notice related to the Bonds or the Contract) which Surety may sustain or incur by reason of having issued the Bond (s) or by reason of the Principal Obligor’s default under the Contract (including premiums) and shall include but not be limited to account payments, partial payments, or without prejudice payments made by the Surety to the Obligeo (s) provided always that the maximum aggregate liability on the part of the Indemnifying Party shall not exceed **US\$ 57.269.707,00 (FIFTY SEVEN MILLION TWO HUNDRED AND SIXTY-NINE THOUSAND SEVEN HUNDRED AND SEVEN) US DOLLARS** and shall not include indirect or consequential damages.

F. “**Obligeo**” means the FONDO DE INVERSION EN TELECOMUNICACIONES (FITEL), with RUC (Peruvian Taxpayer Registration) No. 20514935590 and domiciled at Jr. Zorritos No. 1203, Lima 01, the Republic of Peru, or any entity that may replace it.

G. “**Principal Obligors**” means:

GILAT NETWORKS PERÚ S.A., a subsidiary of GILAT HOME TO PERU S.A. (99%) and GILAT SATELLITE NETWORKS LTD (1%), organised under the laws of Perú or any other joint substitute or successor, affiliates, subsidiaries, divisions, successors, assigns or joint ventures of GILAT NETWORKS PERÚ S.A.

2. – INDEMNITY AND COLLATERALIZATION.

- 2.1. – Upon the occurrence of an **Event of Default**, the Indemnifying Party and its successors (jointly and severally) unconditionally and irrevocably agree to indemnify and keep indemnified the Surety, holding it harmless from any and all Liabilities in connection with the Bonds paying to Surety upon first demand and before the Surety has made any payment, any and all Liability. A Statement of Loss sworn to by an officer of Surety shall be conclusive evidence of fact and extent of liability of Indemnifying Party to Surety.
- 2.2. – Upon the occurrence of a **Collateralization Event**, Surety has the right, in its sole and absolute discretion to require the Indemnifying Party to pay the Surety on demand for the credit of such account as the Surety may specify for this purpose such amount or amounts that the Surety may specify as being necessary to ensure the full payment of any and all Liability to Obligeo.

- 2.3. - Surety shall have the exclusive right, in its sole and absolute discretion, to determine whether any claim, demand, suit or judgement on the Bond (s) shall be paid, settled, defended, prosecuted, compromised or appealed. It shall not be a defence to such enforcement by the Surety that the Surety could or should have resisted or disputed any claim, demand, suit or judgement. The Surety shall submit timely and complete updates regarding any such action to the Indemnifying Party and support the joining of Indemnifying Party to such proceedings (if sought by Indemnifying Party), at Indemnifying Party's costs and expense.
- 2.4. - The Surety shall be entitled to enforce the obligations under this **Deed** against the Indemnifying Party without first proceeding against any Principal Obligor or exercising or exhausting any security held by Surety.
- 2.5. - Should the Oblige request the amendment of the wording, terms or conditions of any Bond the Surety may cancel, modify, amend or renew or extend the terms and conditions of the said Bond and the Indemnifying Party agrees that it will not release, remove discharge or affect the Indemnifying Party's liability hereunder and shall provide advance notice to Indemnifying Party of such changes.
- 2.6. - For the avoidance of doubt, clarified that the obligations and undertakings of the Indemnifying Party pursuant to this Deed constitute an indemnity undertaking in accordance with section 16 of the Israeli Guarantee Law 1967 and not a guarantee or surety.

3. - SEVERANCE.

- 3.1. Should any provision of this Deed be held to be unlawful, unenforceable or invalid by a court competent jurisdiction, then (i) such provision is hereby declared to be of no force and effect and this Deed shall be construed as if such provision had not been included herein, (ii) the Surety and the Indemnifying Party shall replace such provision with another provision or provisions which will as closely as possible reflect the commercial intention of the parties hereto and shall not render the other provisions hereof invalid, and (iii) all other provisions of this Deed shall not be rendered invalid as a result of such provision being unlawful, unenforceable or invalid.

4. VARIATION AND WAIVER.

- 4.1. - No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 4.2. - No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Deed or by law is only effective if it is in writing.

5. ASSIGNMENT AND OTHER DEALINGS.

- 5.1. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Deed without the prior written consent of the other party.

6. THIRD PARTY RIGHTS.

6.1. No one other than a party to this Deed shall have any right to enforce any of its terms.

7. GOVERNING LAW AND JURISDICTION.

7.1. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the **State of Israel**.

7.2. The Indemnifying Party irrevocably agrees that the courts of **Tel Aviv, Israel**, shall have jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

8. NOTICES.

8.1. Any notices required to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly served if delivered by hand or sent by recorded delivery post correctly addressed to the address of the respective party as specified in this Deed or at such other address as may be designated by the relevant party by notice in writing to the other party from time to time in accordance with this clause 8, and shall be deemed effective as from the date of receipt.

9. COUNTERPARTS.

9.1. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

10. MISCELLANEOUS.

10.1. The terms and conditions of this Deed comprise the entire understanding of the Parties in connection with the subject matter of this Deed, and they shall prevail over any oral or written understanding, commitment, representation, or undertaking entered into prior to the signing of this Deed.

10.2. Each Party shall maintain in confidence and protect the secrecy of all confidential and proprietary information disclosed to it by the other Party (including the existence of this Deed) or disclosed during or in connection of or in performance of this Deed, including all technical, business and pricing information (the "Confidential Information"). Such receiving Party may only disclose such Confidential Information to its associates, partners, agents, representatives, counsels, employees, consultants and, in the case of the Surety, to entities who provide the necessary capacity to issue surety bonds or guarantees. The recipient Party shall in any case inform of the confidential nature of the said Confidential Information and shall, in any case, be responsible for unauthorized use or disclosure of such Confidential Information. Such receiving Party shall not disclose the said Confidential Information to any other person or entity, other than the above mentioned, unless it receives the prior written consent of the disclosing Party. The foregoing obligations shall not apply in the following instances: (i) disclosure of the Confidential Information was required under any applicable law; (ii) the Confidential Information is in the public domain otherwise than as a consequence of a breach of this Deed; or (d) such Confidential Information was previously and demonstrably known to the receiving party, or was subsequently independently developed without use of the confidential information.



AmTrust Europe
An AmTrust Financial Company

SURETY - SPECIAL CONDITION'S SCHEDULE.

Blanket Policy n°	(PENDING)	Policy Holder/ Principal's Name	GILAT NETWORKS PERÚ S.A.
Branch and class	Contract Surety Advance Payment Bonds	Policy Holder/Principal's Adresss.	AVENIDA CARLOS VILLARÁN N° 140, TORRE "A" DEL EDIFICIO INTERBANK, PISO 12, URBANIZACIÓN SANTA CATALINA, DISTRITO DE LA VICTORIA, PROVINCIA Y DEPARTAMENTO DE LIMA, PERÚ.
Inception Date	20/05/2015	Policy Holder/Principal's Province.	LIMA
Maximum Insured Capital	<u>Apurimac Project:</u> USD 16,532,190 <u>Ayacucho Project:</u> USD 21,282,882 <u>Huanavelica Project:</u> USD 19,454,635 Total: USD 57,269,706	Insured's/Obligee's Name	FONDO DE INVERSION EN TELECOMUNICACIONES (FITEL)
Rate	2,75% (annual) + local taxes and issuance expenses	Broker's Name/Direct insurance	JAIME GABEL

INSURED OPERATION

Title of the work, supply, ...	THREE PROJECTS OF REGIONAL TELECOMMUNICATIONS. Installation of broadband for the integral connectivity and social development of 3 regions: Apurimac, Ayacucho and Huancavelica.		
Minimum Premium	For the first year it will be the Premium equivalent to 6 months of the risk. For the following periods, the premium will be fixed based on the above rate, dates, capitals and advance of the works. We will refund the premium not used in the case the bonds are cancelled before the annuity and always if the minimum Premium is exceeded.	Place for the payment of premiums.	Perú

**CONDITIONS FOR THE ISSUANCE OF THE BONDS THAT WILL BE EXCUTED BY RIMAC SEGUROS Y
REASEGUROS AS FRONTING COMPANY IN PERU BEING AMTRUST EUROPE LIMITED THE REINSURER.**

- 1).- DEED OF INDEMNITY signed as Indemnitor by GILAT SATELITE NETWORKS LTD up to 100% of the maximum insured capital of the bonds.
- 2).- BANK INTERVENTION OF THE ADVANCE PAYMENTS RECEIVED FROM THE OBLIGEE FOR THE TOTAL AMOUNT OF USD 57,269,706.



These payments will be deposited in a bank account with the joint signature of the POLICY HOLDER on one side and a legal representative of AMTRUST Peru. In this case, and in order for the funds to be gradually available, the AMTRUST legal representative will sign the disposals always after receiving proof of all the amounts/invoices of the services or materials used in for the Works as set out below.

Regarding the setting up of the intervened account and how to disburse the funds, we are setting out the following:

2.1.)- SETTING UP THE INTERVENED ACCOUNT.

In order to verify that the “intervened account” has been correctly set up, the client must deliver Amtrust the following documentation:

- 1).- Instructions letter to the bank with evidence that it has been received by the bank. This instructions letter will have to expressly convey that any payment to be made from the account can only be made if there is a joint signature of both, an AMTRUST legal representative and the POLICY HOLDER, and that such instruction can only be revoked / cancelled with a written communication from AMTRUST to the Bank.
- 2).- A document from the bank accepting the instructions above.
- 3).- The contract of the account.
AMTRUST will not allow any fund disposal until all these 3 documents have been received.

We recommend, in order for the bank account to be set up in an efficient matter, to open it at the GNB bank as it already knows and accepts all the requirements that these accounts must comply with. If the client wants to propose another Bank, this will be accepted only if such other bank compromises itself to intervene the account according to the said AMTRUST terms, which include the obligation to give us a certificate that the account has been intervened and that this intervention cannot be revoked or cancelled unless it is acknowledged by AMTRUST.

2.2.)- PROCEDURE FOR THE DISPOSAL OF THE FUNDS.

In order to disburse funds from the intervened account, it will be required to provide to AMTRUST:

- 1).- FINANCIAL PLANNING OR SCHEDULE of the Works (in Excel format) including all the costs related to the Project, which shall be provided to AMTRUST by POLICY HOLDER.
- 2).- INVOICES OR EQUIVALENT PAYMENT INSTRUCTIONS that proof the requested amounts to be disbursed.
- 3).- A SUMMARY OF THE INVOICES. Besides of the invoices, the POLICY HOLDER will provide us with an Excel file that will include the main information of every invoice such as:
 - Invoice number
 - Date
 - Provider
 - Amount of the invoice
 - Amount to be paid
 - Concept within the financial planning the invoice is related to
 - Total amount to disburse
- 4).- AMTRUST shall receive quarterly updated information on the evolution of the Works.

In order to disburse the funds AMTRUST will count on the support of an external Engineering Consulting firm.



2.3.)- SCHEDULE FOR THE FUNDS DISPOSALS.

- 1).- AMTRUST is committed to respond to any fund disposal request in maximum 24 working hours since the request has been received within the working schedule of the AMTRUST Madrid Office.
- 2).- Any fund disposal request that has a lower or equal value to that established in the budget (with a 10% tolerance) will be approved by AMTRUST. The general expenses/overheads foreseen in the financial planning will be disbursed by AMTRUST without the need of specific justification up to the sum of USD 1,000,000 monthly.
- 3).- If AMTRUST does not comply with this proposed performance and within the agreed period (or if AMTRUST does not answer or show enough flexibility), AMTRUST will commit itself to implement an "accelerated process" by which 25% of the funds deposited in the intervened account from time to time will be automatically disbursed after having been requested so by the POLICY HOLDER, and then being accounted for "a posteriori".
- 4).- AMTRUST can value the possibility that, at the POLICY HOLDER's choice, the funds that are not used were to be invested in financial products that might generate profits. Notwithstanding the foregoing, the POLICY HOLDER must provide AMTRUST with the information about such products for its knowledge and approval in order to verify the type of product, its validity and to make sure that the entity where these funds would be deposited is not a risk for this operation.
- 5).- For future projects, and if the POLICY HOLDER has shown and established at positive performance regarding the disposal of funds, AMTRUST could implement the "accelerated process" from the beginning.
- 6).- If the POLICY HOLDER makes the decision to swap with another bonds or guarantees the bonds, AMTRUST shall cease in the intervention of the intervened account at the time that the bonds have been returned by the Insured and this contract shall terminate at such time provided POLICY HOLDER has paid AMTRUST's outstanding premiums until such time.

These conditions shall be governed under the laws of England and Wales and the Courts of London, United Kingdom shall have exclusive jurisdictions over any dispute arising out of on in connection therewith.
Madrid, 20/05/2015.

Policyholder	Reinsurer
GILAT NETWORKS PERU S.A	AMTRUST EUROPE LIMITED

Data Protection

The personal data provided in this contract shall be processed by AM TRUST EUROPE LIMITED, established in Market Square House, St. James Street, Nottingham, Nottinghamshire, NG1 6FG, Tel 44 0115 941 1022, Fax.44 0115 941 1316; in accordance with the legislation applicable to the Insurer under the Data Protection Act 1998 (UK Data Protection Act 1998).

The data shall be used to address and resolve their queries, to provide information about our products and services, and for research, analysis and regulation. Data may be shared with other companies with whom we have a business relationship, including our regulator (Financial Conduct Authority and Prudential Regulation Authority). We may contact you by mail, email, telephone or other suitable means to answer your queries.

SCHEDULE 1

The Policyholder and where appropriate, the insured have the right to request a copy of the personal data supplied (this may have a cost for the applicant) and also have the right to correct any incorrect data that may be contained in the information provided.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

(The “Indemnifying Party”)

Signed as a deed by **GILAT SATELLITE NETWORKS LTD.**

Acting by
A director and
In the presence of:

[Witness]

[Signature]

[Address]
[Occupation]

IN WITNESS WHEREOF, the Surety hereby executes this Deed under seal.

(The “ Surety “)

Signed as a deed by **AMTRUST EUROPE LIMITED**

Acting by
A director and
A director/ its secretary
In the presence of:

[Witness]

[Signature]

[Address]
[Occupation]

DEED OF CONSENT

THIS DEED is dated December 29, 2015

BETWEEN

GILAT SATELLITE NETWORKS LTD, a company organised under the laws of Israel, under company no 52-003893-6, with its registered office at 21 Yegia Kapayin ST. Petah Tikva, Israel 49130 (The “**Indemnifying Party**”).

AMTRUST EUROPE LIMITED, a company organised under the laws of England and Wales, under company no. 1229676, with its registered office at Market Square House, St. James Street, Nottingham NG1 6FG. (The “**Surety**”).

RECITALS

1).- Subject to the execution of the Deed dated 20 May 2015, the Surety has issued Bonds in favor of the Obligee for the benefit of Principal Obligor, as per the terms and conditions of the **Contract** (as defined in the Deed dated 20 May 2015).

2). - The Principal Obligor has posted the Bonds with **Obligee(s)** (as defined in the Deed dated 20 May 2015).

3).- The Indemnifying Party entered the said Deed for the purpose of indemnifying and holding the Surety harmless from any and all Liabilities (as defined in the Deed dated 20 May 2015) in relation to the Bonds.

4) - Pursuant to an amendment of the Contract (attached as SCHEDULE N°1 to the Deed of Indemnity dated 20 May 2015) the said SCHEDULE N°1 is to be replaced by the AMENDED SCHEDULE N°1 hereby attached.

AGREED TERMS:

1.- CONSENT TO VARIATION AND CONFIRMATION OF THE DEED OF INDEMNITY.

- 1.1) The Indemnifying Party confirms it has received a copy of the AMENDED SCHEDULE N° 1 (hereby attached) and consents to the provisions of the AMENDED SCHEDULE N° 1, which, from the date of this deed replaces SCHEDULE N° 1 attached to the Deed dated 20 May 2015.
- 1.2) The Indemnifying Party confirms that the Deed of Indemnity dated 20 May 2015 remains in full force and effect. For the avoidance of doubt, this Deed of Consent shall not expand the Liabilities for which the Indemnifying Party is liable to Surety pursuant to the original terms of the Letter of Indemnity, dated May 20, 2015 and executed between the Parties hereto.

2.- COUNTERPARTS.

- 2.1) This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

SURETY - SPECIAL CONDITION'S SCHEDULE.

Blanket Policy n°	20600386442	Policy Holder/ Principal's Name	GILAT NETWORKS PERÚ S.A.
Branch and class	Contract Surety Advance Payment Bonds	Policy Holder/Principal's Address.	AVENIDA CARLOS VILLARÁN N° 140, TORRE "A" DEL EDIFICIO INTERBANK, PISO 12, URBANIZACIÓN SANTA CATALINA, DISTRITO DE LA VICTORIA, PROVINCIA Y DEPARTAMENTO DE LIMA 13, LIMA PERÚ.
Inception Date	20/05/2015	Policy Holder/Principal's Province.	LIMA
Maximum Insured Capital	<u>Apurimac Project:</u> USD 16,532,190 <u>Ayacucho Project:</u> USD 21,282,882 <u>Huanavelica Project:</u> USD 19,454,635 <u>Cusco Project:</u> USD 48,779,550 Total: USD 106,049,257	Insured's/Obligee's Name	FONDO DE INVERSION EN TELECOMUNICACIONES (FITEL)
Rate	2,75% (annual) + local taxes and issuance expenses	Broker's Name/Direct insurance	JAIME GABEL

INSURED OPERATION

Title of the work, supply, ...	THREE PROJECTS OF REGIONAL TELECOMMUNICATIONS. Installation of broadband for the integral connectivity and social development of 3 regions: Apurimac, Ayacucho and Huancavelica.		
Minimum Premium	For the first year it will be the Premium equivalent to 6 months of the risk. For the following periods, the premium will be fixed based on the above rate, dates, capitals and advance of the works. We will refund the premium not used in the case the bonds are cancelled before the annuity and always if the minimum Premium is exceeded.	Place for the payment of premiums.	Perú



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An AmTrust Financial Company

CONDITIONS FOR THE ISSUANCE OF THE BONDS THAT WILL BE EXCUTED BY RIMAC SEGUROS Y REASEGUROS AS FRONTING COMPANY IN PERU BEING AMTRUST EUROPE LIMITED THE REINSURER.

That as a result of the new Cusco contract, whose amount is USD 48,779,550 and the agreed contractual conditions it is necessary to amend the advanced payment's disposal, due to the fact that all revenue/income from the 4 Projects (Apurimac, Ayacucho, and Huanavelica Cusco), will at all times be bound to any and all possible loss that may result from a claim as a money collateral, notwithstanding that the Deed of Indemnity signed on the 20th May 2015 shall, at all times, hold AMTRUST harmless from any and all liabilities in relation to the bonds issued for the Apurimac, Ayacucho and Huanavelica Projects up to the maximum aggregate amount of USD 57,269,707.

1).- BANK INTERVENTION OF THE ADVANCE PAYMENTS RECEIVED FROM THE OBLIGEE AND ANY OTHER REVENUE/INCOME COMING FROM THE ABOVE MENTIONED PROJECTS (APURIMAC, AYACUCHO, HUANCAVELICA Y CUSCO).

These payments will be deposited in a bank account with the joint signature of the POLICYHOLDER on one side and a legal representative of AMTRUST Peru. In this case, and in order for the advanced payments to be gradually available, the AMTRUST legal representative will sign the disposals always after receiving proof of all the amounts/invoices of the services or materials used in for the Works as set out below.

Amounts from revenue/income will be available as described in clause 1.4)

Regarding the setting up of the intervened account and how to disburse the funds we are setting out the following:

1.1.). - SETTING UP THE INTERVENED ACCOUNT.

In order to verify that the "intervened account" has been correctly set up, the client must deliver Amtrust the following documentation:

- 1).- Instructions letter to the bank with evidence that it has been received by the bank. This instructions letter will have to expressly convey that any payment to be made from the account can only be made if there is a joint signature of both, an AMTRUST legal representative and the POLICY HOLDER, and that such instruction can only be revoked / cancelled with a written communication from AMTRUST to the Bank.
- 2).- A document from the bank accepting the instructions above.
- 3).- The contract of the account.

AMTRUST will not allow any fund disposal until all these 3 documents have been received.

We recommend, in order for the bank account to be set up in an efficient matter, to open it at the GNB bank as it already knows and accepts all the requirements that these accounts must comply with. If the client wants to propose another Bank, this will be accepted only if such other bank compromises itself to intervene the account according to the said AMTRUST terms, which include the obligation to give us a certificate that the account has been intervened and that this intervention cannot be revoked or cancelled unless it is acknowledged by AMTRUST.

1.2.). - PROCEDURE FOR THE DISPOSAL OF THE ADVANCED PAYMENTS.

In order to disburse advanced payments from the intervened account, it will be required to provide to AMTRUST:

- 1). - FINANCIAL PLANNING OR SCHEDULE of the Works (in Excel format) including all the costs related to the Project, which shall be provided to AMTRUST by POLICYHOLDER.



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- 2). - INVOICES OR EQUIVALENT PAYMENT INSTRUCTIONS that proof the requested amounts to be disbursed.
- 3). - A SUMMARY OF THE INVOICES. Besides of the invoices, the POLICYHOLDER will provide us with an Excel file that will include the main information of every invoice such as:
 - Invoice number
 - Date
 - Provider
 - Amount of the invoice
 - Amount to be paid
 - Concept within the financial planning the invoice is related to
 - Total amount to disburse
- 4).- AMTRUST shall receive quarterly updated information on the evolution of the Works.

In order to disburse the funds AMTRUST will count on the support of an external Engineering Consulting firm.

1.3.)- SCHEDULE FOR THE ADVANCED PAYMENT DISPOSALS.

- 1).- AMTRUST is committed to respond to any advanced payments disposal request in maximum 24 working hours since the request has been received within the working schedule of the AMTRUST Madrid Office.
- 2).- Any advanced payments disposal request that has a lower or equal value to that established in the budget (with a 10% tolerance) will be approved by AMTRUST. The general expenses/overheads foreseen in the financial planning will be disbursed by AMTRUST without the need of specific justification up to the sum of USD 1,000,000 monthly.
- 3). - If AMTRUST does not comply with this proposed performance and within the agreed period (or if AMTRUST does not answer or show enough flexibility), AMTRUST will commit itself to implement an “accelerated process” by which 25% of the funds deposited in the intervened account from time to time will be automatically disbursed after having been requested so by the POLICYHOLDER, and then being accounted for “a posteriori”.
- 4).- Notwithstanding the above AMTRUST shall not authorize any disposal which might imply that, due to such disposal, the balance in the bank account results to be less than the maximum insured value of the living risks of the bonds issued by AMTRUST for the benefit of Gilat due to the contract signed between the later and Fitel for the Cusco Region.
- 5). - For future projects, and if the POLICYHOLDER has shown and established a positive performance regarding the disposal of funds, AMTRUST could implement the “accelerated process” from the beginning.

1.4) DISPOSAL OF THE REVENUE/INCOME AMOUNTS

Any and all amounts deposited in the intervened bank account coming from any and all revenues/incomes from the above mentioned projects (Apurimac, Ayacucho, Huancavelica) shall be object of disposal once fulfilled the conditions described in clause 1.4) for Advanced Payments and with express prior consent of AMTRUST.

1.5) COMMON PROVISIONS

- 1). - AMTRUST can value the possibility that, at the POLICYHOLDER’s choice, the amounts deposited in the intervened account that are not used were to be invested in financial products that might generate profits. Notwithstanding the foregoing, the POLICYHOLDER must provide AMTRUST with the information about such products for its knowledge and approval in order to verify the type of product, their validity and to make sure that the entity where these funds would be deposited is not a risk for this operation. The POLICYHOLDER shall, under no circumstances, invest in any financial products which may hinder the payment of claims as established by Peruvian Law.



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2).- If the POLICYHOLDER makes the decision to swap with another bonds or guarantees the AMTRUST bonds, AMTRUST shall cease in the intervention of the intervened account at the time that the bonds have been returned by the Insured and this contract shall terminate at such time provided POLICYHOLDER has paid AMTRUST's outstanding premiums until such time.

These conditions shall be governed under the laws of England and Wales and the Courts of London, United Kingdom shall have exclusive jurisdictions over any dispute arising out of on in connection therewith.

Madrid, 28/12/2015.

Policyholder	Reinsurer
GILAT NETWORKS PERU S.A	AMTRUST EUROPE LIMITED

Data Protection

The personal data provided in this contract shall be processed by AM TRUST EUROPE LIMITED, established in Market Square House, St. James Street, Nottingham, Nottinghamshire, NG1 6FG, Tel 44 0115 941 1022, Fax.44 0115 941 1316; in accordance with the legislation applicable to the Insurer under the Data Protection Act 1998 (UK Data Protection Act 1998).

The data shall be used to address and resolve their queries, to provide information about our products and services, and for research, analysis and regulation. Data may be shared with other companies with whom we have a business relationship, including our regulator (Financial Conduct Authority and Prudential Regulation Authority). We may contact you by mail, email, telephone or other suitable means to answer your queries.

The Policyholder and where appropriate, the insured have the right to request a copy of the personal data supplied (this may have a cost for the applicant) and also have the right to correct any incorrect data that may be contained in the information provided.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

(The “Indemnifying Party”)

Signed as a deed by **GILAT SATELLITE NETWORKS LTD.**

Acting by
A director and
In the presence of:

[Witness]

[Signature]

[Address]
[Occupation]

IN WITNESS WHEREOF, the Surety hereby executes this Deed under seal.

(The “ Surety “)

Signed as a deed by **AMTRUST EUROPE LIMITED**

Acting by
A director and
A director/ its secretary
In the presence of:

[Witness]

[Signature]

[Address]

[Occupation]

MEMORANDUM OF UNDERSTANDING

Be it known by this private document, the Memorandum of Understanding (hereinafter, the MOU) executed by an between:

- **GILAT NETWORKS PERU SA**, identified with RUC No. 20600386442, with domicile at Av. Carlos Villarán 140, Piso 12 Torre A, La Victoria, Lima, represented by ArieH Rohrsatock, identified with C.E. N° 000105760, according to powers of attorney registered under the record N° 13431090 of the Public Registry of Corporations of Lima and Yveth Romero Guía, identified with DNI N° 41358105, according to powers of attorney registered under the Record N° 13431090 of the Public Registry of Corporations of Lima who shall be referred hereinafter as **GILAT**; and
- **AMTRUST INSURANCE SPAIN, SL**, identified with RUC No. 20563308525 with domicile at Calle Monterrosa 233, Oficina 501, Chacarilla del Estanque, Santiago de Surco, represented by Alfredo Eloy Gastón Llosa Carrión, identified with DNI 07274757, and Miguel Pascual Alvarez identified with Spanish Passport No. PAA990396, who shall be referred hereinafter as **AMTRUST**.

Both parties represent they have freely entered into this MOU and make themselves subject by to its terms, clauses and conditions as follows:

FIRST.-BACKGROUND

- 1.1. **GILAT** is a company incorporated in Peru, registered before Lima's Public Registry of Corporations. **GILAT** is engaged in the execution of telecommunication projects tendered by Peruvian Government's entities.
 - 1.2. **GILAT** has been awarded the *Buena Pro* of tender processes summoned by the *Fondo de Inversión en Tselecomunicaciones – FITEL* (dependent of the Telecommunications and Transports Ministry), consisting on the implementation of broad bands for an integral connectivity in the cities of Cusco, Apurímac, Ayacucho and Huancavelica. The terms and conditions of the obligations **GILAT** has assumed are specified in the contracts executed between **GILAT** and FITEL, which are scheduled to this MOU as **Annex 2**.
 - 1.3. FITEL has paid sums in advance to **GILAT** for the contracts of Apurímac, Ayacucho and Huancavelica. Such funds are held in Bank Accounts No. 1236659-001 (Peruvian Soles) y 1236659-002 (US Dollars) of Banco GNB. **AMTRUST**, through a fronting operation by a Peruvian company authorized to issue payment bonds, has issued payment bonds in favor of **GILAT** for the sums paid in advance for such contracts.
 - 1.4. To guarantee the fulfilment of its obligation in the Cusco contract before FITEL, **AMTRUST** will issue via a fronting operation of a Peruvian insurance company, two payment bonds to be held by **GILAT** in favour of FITEL for the sums of US\$37'939.650.00 and US\$10'839.900.00, to back the sums paid and received in advance, as well as for its faithful compliance, respectively. Both payment bonds (advance and faithful compliance) sum up US\$48'779,550.00
 - 1.5. **AM TRUST** through Rimac Seguros y Reaseguros will issue the Faithful Compliance and Advance payment bonds that **GILAT** must present to FITEL. The terms and conditions in which the payment bonds will be issued by **AMTRUST** are scheduled to this MOU as **Annex 1**.
 - 1.6. The parties acknowledge that the conditions afore-mentioned and the agreements of this MOU will apply to the payment bonds issued by **AMTRUST** to **GILAT** in Peru.
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SECOND.- PURPOSE OF THE MOU

- 2.1. By means of this MOU, **GILAT** and **AMTRUST** agree to be bound by the terms and conditions of this MOU in relation to the Advance and Faithful Compliance payment bonds issued, and to be issued, by **AMTRUST**, as well as the applicable default procedure. The default procedure to execute the payment bonds that **AMTRUST** will issue is set-forth in the next clause.
- 2.2. In accordance with the previous paragraph, **GILAT** shall, without any exception whatsoever, transfer all and any sum received from FITEL, including the sums paid in advance for the execution of the aforementioned projects, to the bank accounts No. 1236659-001 (Peruvian Soles) y 1236659-002 (US Dollars) of Banco GNB.
- 2.3. **GILAT** obliges to irrevocably instruct Banco GNB to transfer all and any sums received as payment or advance payment by Fitel to bank accounts No. 1236659-001 (Peruvian Soles) y 1236659-002 (US Dollars), which will be the only bank accounts held by **GILAT** in Banco GNB, which will likewise be the only bank accounts held by **GILAT** in the Peruvian financial system in order to receive amounts paid by FITEL. It is clearly established that the funds accredited in such accounts will only be released with a previous written and signed authorization from **AMTRUST** officers, Mr. Alfredo Llosa Carrión, identified with ID N° 07275747, with domicile at Calle Monterosa 233, Office 501, Chacarilla, Santiago de Surco, and Mr. Miguel Pascual Alvarez, identified with Spanish Passport No. PAA990396, with domicile at Carretera de la Coruña km. 23,200 Edificio Las Rozas 23 28290 – Las Rozas (Madrid), jointly with the representatives appointed by **GILAT**. **GILAT** obliges itself to fulfill this obligation within the next business day of executing this MOU. The instruction letter that **GILAT** will send to Banco GNB according to what is established in this paragraph must be done with the express character of irrevocable. **AMTRUST** will retain absolute freedom to unilaterally replace its appointed officers directly, in which case **GILAT** will authorize them before the Bank.
- 2.4. Likewise, in a period not longer than a business day after executing this MOU, **GILAT** shall inform FITEL that every payment or advance payment due by virtue of the contracts executed by them must be transferred to the aforementioned bank accounts. In said communication, **GILAT** must instruct FITEL that in case a request is made by **GILAT** for FITEL to wire the payments and/or payments in advance into any other account than the ones previously referred-to, such request must be made known to **AMTRUST** and its attorneys, since failure to do so will render the request as null and FITEL must continue to wire the sums into the bank accounts aforementioned. In any case, if **GILAT** requests to wire the payments and/or payments in advance into a bank account different than the aforementioned bank accounts in Banco GNB, such request will be considered as a default subject to the procedure set-forth in the following clause.
- 2.5. **GILAT** will request **AMTRUST** authorization in order to initiate any business in Peru different to those mentioned in this MOU, until the risk undertaken by **AMTRUST** is terminated.
- 2.6. Its expressly agreed that **GILAT** acknowledges and accepts that **AMTRUST** will not authorize any withdrawal of funds from the accounts aforementioned, if as a result of such the remaining balance in the account is lower than the nominal sum of the ongoing exposure of the payment bonds by **AMTRUST**, issued by virtue of the contract executed between **GILAT** and FITEL for the Cusco region.

THIRD.- DEFAULT PROCEDURE

- 3.1. The execution of any of the payment bonds issued by Rimac Seguros y Reaseguros, as a fronting of **AMTRUST**, will be considered as a default event of **GILAT**. Likewise, a default by **GILAT** on any of its contractual obligations before FITEL –as well as any event that **AMTRUST** may consider a default- in any of the contracts executed with said entity for the broadband projects of Apurimac, Ayacucho, Huancavelica and/or Cuzco, will be considered as a default of this MOU.
 - 3.2. A default will also be configured if **GILAT** requests the opening of another bank account in order to receive funds wired by FITEL in any financial institution, and also if it requests FITEL to wire the sums into any other account in Banco GNB.
 - 3.3. In case of default by **GILAT**, the bank accounts aforementioned will be administered only by **AMTRUST**, according to the instructions issued by their representatives to the Banco GNB; in which case, the consent or instructions of **GILAT** will no longer be necessary for the administration of such accounts, nor for the withdrawal of its funds. Therefore, by virtue of **GILAT**'s default, **AMTRUST** may –at its own criteria- withdraw funds and/or wire out any and/or all of the funds accredited in the Bank Accounts at Banco GNB.
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- 3.4. In order for Banco GNB to acknowledge GILAT's default and act according to the procedure established in the previous paragraphs, a communication by AMTRUST to Banco GNB expressing that a default event has arisen will suffice; such communication may be by email or letter without confirmation of reception and must not necessarily accredit the existence of the default event.

FORTH.- CONFIDENTIALITY

- 4.1. The parties represent and warrant that they will perform their best efforts to execute this MOU according to the good faith and common intention of the parties' rules of article 1362° of the Civil Code.
- 4.2. The parties have the duty to collaborate, which must be met with the maximum efforts when performing the compromised activities and/or obligations.

FIFTH.- GOVERNING LAW AND CONFLICT RESOLUTION

- 5.1. Any dispute, claim, conflict of interest or legal uncertainty which may arise between the Parties in relation to the execution, validity, interpretation and/or execution of this MOU, shall be settled amicably between them. In this sense, each of the Parties, either directly or through a representative, and in a period not longer than thirty (30) days, will seek a peaceful resolution of the dispute. This period is not renewable and its accrued since the moment in which one of the parties informs its decision to use this mechanism to the other.
- 5.2. If the parties fail to reach an agreement in the manner and within the period mentioned, the matter will be resolved in a Law Arbitration, by a tribunal comprised of three (3) members that must be lawyers registered at the Bar Association. The arbitration will be administered according to the Reglamento de Arbitraje del Centro de Arbitraje de la Cámara de Comercio de Lima (hereinafter, the "Centro"), and by the Centro. The arbitration will be held in Lima, capital of the Republic of Peru, in Spanish language and according to Peruvian Law.
- 5.3. The arbitration tribunal shall be comprised as follows:
- a) Each party shall appoint an arbitrator, and the arbitrators appointed by each of the parties will appoint the third arbitrator, who will act as President of the Tribunal.
 - b) In case one of the parties does not appoint its arbitration within fifteen (15) calendars days accrued since the one of the parties expressly informed the other of its will to initiate the procedure, the Centro will appoint the arbitrator.
 - c) Likewise, in case the two appointed arbitrators fail to appoint the third arbitrator within fifteen (15) calendar days of the last acceptance of them, the Center will appoint the third arbitrator.
- 5.4. The Law Arbitration will be held in the city of Lima and its duration will not exceed ninety (90) calendar days since the date of the installation of the Arbitration Tribunal to the issuance of the award, unless all the involved parties accept the renewal of such period.
- 5.5. The award issued by the Arbitral Tribunal shall be final and binding.
- 5.6. The expenses of the process shall be assumed equally by both parties.
- 5.7. Likewise, the parties grant jurisdiction to the Arbitration Tribunal to assess the implementation stage of the award, with all of the constraints that the civil and procedure law grant a civil judge.
- 5.8. In case any of the parties decides to file an annulment remedy against the arbitration award before the Peruvian Poder Judicial, first it must constitute a payment bond in favor of the other party, issued by a Peruvian first level bank, for an amount ordered to paid in the award, which will be executable in case such remedy is declared unfounded in a definitive resolution. Such payment bond must be valid for as long as the procedure is ongoing and for at least three (3) months after its end. In this case, the parties hereby expressly make themselves subject to the jurisdiction of the Judges and Tribunals of Lima, waving any other jurisdiction they may be subject to.

SIXTH.- DOMICILES

- 6.1 For purposes of this Contract, the parties reaffirm the domiciles stated in the introduction of this document, in which they will be served with all the communications pertaining to this MOU.
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- 6.2 Any change of the domiciles must be communicated to the counterparty by notarial letter with an anticipation not minor to 5 business days for the effective date of domicile change; in which case the new domicile must be situated within Lima urban city. The reception of the communication of change of domiciles will give merit to the communications sent prior to that date.

SEVENTH.- DOMICILES

- 7.1 **Modification of Terms:** This MOU cannot be modified unless by a written addendum executed by and between both parties. Unless otherwise expressly agreed, any modification to the terms of this MOU will have effect from the date in which such modification is duly executed by the representatives duly authorized of such Parties.
- 7.2 **Titles and Headings:** The titles at the beginning of each paragraph, clause, section of this MOU are only for referral and convenience purposes and do not pretend to be inclusive, definitive or influence in any way the construal, meaning, content or scope of this MOU.
- 7.3 **Partial Nullity:** If any section, clause, or provision of this MOU is declared invalid, void or unenforceable by judicial or competent government authority, it shall not affect the validity or enforceability of the rest of the Contract or any other paragraph, clause, section or provision hereof which shall remain in full force and effect. In such cases, the Parties agree to remedy any empty or omission through a complementary addenda within thirty (30) calendar days from the notification of the arbitral decision or statement by the competent government authority that declares the paragraph, clause, section or Annex void or unenforceable.
- 7.4 **No-waiver:** If either party does not uphold its rights or faculties under this Contract, such failure shall not constitute a waiver of such term or condition, and will not affect the right of the Parties to claim to the competent authorities at any time.
- 7.5 **Language:** This Agreement has been negotiated and written in Spanish. Any translation is for reference only and shall not bind the Parties, prevail in any case, the Spanish version. The Party that requires the translation shall cover the cost.
- 7.6 **Assignment:** The parties may not assign this MOU or its rights or obligations under it without the previous express consent of the other Party.

Executed in the City of Lima, in the 28th day of December, 2015, in two copies of the same legal value.

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

Be it known by this private document, the Addendum to the Memorandum of Understanding (hereinafter, the MOU) executed by an between:

GILAT NETWORKS PERU SA, identified with RUC No. 20600386442, with domicile at Av. Carlos Villarán 140, Piso 12 Torre A, La Victoria, Lima, represented by Arieh Rohrstock , identified with CE 000105760 , and Yveth Romero Guía, identified with DNI 41358105, according to powers of attorney registered under Record 41358105 of Lima and Callao Registry of Corporations, who shall be referred hereinafter as **GILAT**; and

- **AMTRUST INSURANCE SPAIN, SL**, identified with RUC No. 20563308525 with domicile at Calle Monterrosa 233, Oficina 501, Chacarilla del Estanque, Santiago de Surco, represented by Alfredo Eloy Gastón Llosa Carrión, identified with DNI 07274757, and Miguel Pascual Alvarez identified with Spanish Passport No. PAA990396, who shall be referred hereinafter as **AMTRUST**.

Both parties represent they have freely entered into this MOU and make themselves subject by to its terms, clauses and conditions as follows:

FIRST.-BACKGROUND

- 1.1. On 28 December 2015, **GILAT** and **AMTRUST** entered into a Memorandum of Understanding (hereinafter the MOU) by which they agreed the terms and conditions in relation to the Advance and Faithful Compliance performance bonds issued, and to be issued by **AMTRUST**, as well as the applicable default procedure.

SECOND.-PURPOSE OF THE ADDENDUM

- 2.1. The parties agree that in order to make the appropriate precisions to the MOU, clauses 1.4 and 3.1 should be modified according to the following:

“**1.4** To guarantee the fulfillment of its obligation in the Cusco Contract before FITEI, **AMTRUST** will issue via a fronting operation of a Peruvian insurance company, two payment bonds to be held by **GILAT** in favor of FITEI for the sums of US\$37'939.650.00 and US\$10'839.900.00, to back the sums paid and received in advance, as well as for its faithful compliance, respectively.

Both payment bonds (advance and faithful compliance) sum up US\$48'779.550.00 (the “Cusco Project”).

In consideration for the issuance of the Cusco Project bonds, **GILAT** shall pay **AMTRUST** the amounts set out in Annex 3 hereto”

“**3.1** The calling execution of any of the payment bonds issued by Rimac Seguros y Reaseguros, as a fronting of **AMTRUST**, will be considered as a default event of **GILAT**. Likewise, a default by **GILAT** on any of its contractual obligations before FITEI (unless such is remedied by **GILAT** prior to calling of the payment bonds issued by **AMTRUST**)- as well as any event that **AMTRUST** may consider a default – in any of the contracts executed with said entity for the broadband projects of Apurimac, Ayacucho, Huancavelica and/or Cuzco, will be considered as a default of this MOU”

THIRD.- OTHERS

The parties ratify the validity of the clauses set forth in the MOU that does not oppose to the ones herein.

Executed in the City of Lima, in the 28th day of January 2016, in two copies of the same legal value

GILAT NETWORKS PERU SA,

Name:
Position:
Date:

AMTRUST INSURANCE SPAIN, SL

Name:
Position:
Date:

SUBSIDIARIES OF GILAT SATELLITE NETWORKS LTD.

Gilat Satellite Networks Ltd. has the following significant wholly owned subsidiaries:

Gilat Satellite Networks (Holland) B.V.	Netherlands
Gilat Colombia S.A. E.S.P	Colombia
Gilat to Home Peru S.A	Peru
Gilat do Brazil Ltda.	Brazil
Gilat Satellite Networks (Mexico) S.A. de C.V.	Mexico
Wavestream Corporation	USA/Delaware
Gilat Networks Peru S.A	Peru
Gilat Australia Pty Ltd	Australia
Gilat Satellite Networks (Eurasia) Limited Liability Company	Russia
Gilat Satellite Networks MDC (Moldova)	Moldova
Raysat Bulgaria EOOD	Bulgaria
Gilat Satellite Communication Technology (Beijing) Ltd.	China

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
Pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended

I, Dov Baharav, certify that:

1. I have reviewed this annual report on Form 20-F of Gilat Satellite Networks Ltd. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting;
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: March 22, 2016

/s/ Dov Baharav*

Dov Baharav Chairman and Interim Chief Executive Officer

*The originally executed copy of this Certification will be maintained at the Company's offices and will be made available for inspection upon request.

CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to Rule 13a-14(a)
under the Securities Exchange Act of 1934, as amended

I, Adi Sfadia, certify that:

1. I have reviewed this annual report on Form 20-F of Gilat Satellite Networks Ltd. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting;
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: March 22, 2016

/s/ Adi Sfadia*
Adi Sfadia
Chief Financial Officer

*The originally executed copy of this Certification will be maintained at the Company's offices and will be made available for inspection upon request.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Gilat Satellite Networks Ltd. (the "Company") on Form 20-F for the period ending December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dov Baharav, Chairman and Interim Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Dov Baharav*
Dov Baharav
Chairman and Interim Chief Executive Officer

March 22, 2016

*The originally executed copy of this Certification will be maintained at the Company's offices and will be made available for inspection upon request.

This certification accompanies this Annual Report on Form 20-F pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Gilat Satellite Networks Ltd. (the "Company") on Form 20-F for the period ending December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Adi Sfadia, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Adi Sfadia*
Adi Sfadia Chief Financial Officer

March 22, 2016

*The originally executed copy of this Certification will be maintained at the Company's offices and will be made available for inspection upon request.

This certification accompanies this Annual Report on Form 20-F pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form F-3 (Registration No. 333-195680) and the Registration Statements on Form S-8 (Registration Nos. 333-113932, 333-123410, 333-132649, 333-158476, 333-180552, 333-187021 and 333-204867) of our reports dated March 22, 2016, with respect to the consolidated financial statements of Gilat Satellite Networks Ltd. and the effectiveness of internal control over financial reporting of Gilat Satellite Networks Ltd. included in the Annual Report on Form 20-F for the year ended December 31, 2015.

/s/ Kost Forer Gabbay and Kasierer

Kost Forer Gabbay and Kasierer
A Member of Ernst & Young Global

Tel-Aviv, Israel
March 22, 2016
