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GENERAL NOTICE

NOTICE 24 OF 2003**INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**

**THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA
HEREBY GIVES NOTICE OF THE EXTENSION OF THE CLOSING DATE FOR
WRITTEN REPRESENTATIONS IN RELATION TO THE PROPOSED TERMS
AND CONDITIONS FOR GMPCS SERVICE LICENCES PUBLISHED ON THE
13TH OF DECEMBER 2002 IN GOVERNMENT GAZETTE 24185.**

The Independent Communications Authority of South Africa hereby extends the closing date for written submissions in relation to the proposed terms and conditions for GMPCS Service licences, published on the 13th of December 2002 in *Government Gazette* 24185 General Notice 3444 from the 13th January 2003 to 27 January 2003.

Please also find the omitted Annexure 2 of the draft GMPCS Service licence for comment.

Any inquiries may be directed to **Mr Andries Matthysen**, Senior Manager Licensing Enforcement and Numbering Administration, Independent Communications Authority of South Africa, Private Bag X10002, SANDTON, 2146, or Block C, Pin Mill Farm, 164 Katherine Street, Sandton, Facsimile (011) 321-8550, Tel 011 321 8377 or Cell 083 326 3543.

**MANDLA LANGA
CHAIRPERSON
ICASA**

ANNEXURE 2
(Draft)

[On Letterhead of reputable South African bank or financial institution]

The Chairperson
ICASA Pin Mill Farm
Block B
164 Katherine Street
Sandton
2196
South Africa
[date]

Performance Guarantee submitted on behalf of
_____ ("the Licensee") relating to its licence to
provide Global Mobile Personal Communication via Satellite (GMPCS)
telecommunication service in the Republic of South Africa.

1. We understand that:

1.1 the Independent Communications Authority of South Africa ("ICASA") has issued a licence, dated _____ ("the Licence"), to _____ ("the Licensee"), authorising the Licensee to provide a GMPCS Service in the Republic of South Africa;

1.2 in terms of clause ? of the Licence, the Licensee is required to provide ICASA with a performance guarantee in the amount of R37 500 000.00 (thirty-seven and a half million Rand) as security for the satisfactory performance of the Licensee's obligations, set out in the Licence, over the first seven years of the period of validity of the Licence;

1.3 in the event of the Licensee failing to comply with or discharge the commitments set out in the Licence, ICASA shall be entitled to impose a fine or fines on the Licensee in accordance with the provisions of the Telecommunications Act, No 103 of 1996;

1.4 in the event of the Licensee failing to pay any such fine within thirty days of being notified by ICASA of that fine, ICASA shall be entitled to recover the amount of that fine from the abovementioned guarantee.

2. We do hereby bind ourselves to and in favour of ICASA, as guarantor for and on behalf of the Licensee, for the due performance by the Licensee of the terms and conditions set out in the Licence.

3. We, on behalf of the Licensee, irrevocably and unconditionally, and notwithstanding any contestation by the Licensee or any third party, undertake the obligation as guarantor forthwith to pay the amount of R37 500 000.00 (thirty-seven and a half million Rand), or such lesser amount as may be required by ICASA from time to time, to ICASA, immediately upon receiving written notification from ICASA:

3.1 certifying that the Licensee has failed to pay a fine, in a specified amount, imposed upon it in accordance with the abovementioned provisions of the Licence; and

3.2 directing us to make payment of the specified amount concerned.

4. This guarantee will remain in force until ICASA's return of this letter to us, or the seventh anniversary of the Commercial Date, as defined in the Licence, or the discharge of this guarantee by the payment of the total sum of R37 500 000.00 (thirty-seven and a half million Rand), whichever event occurs first.

Signed at _____ on this ____ day of _____ 2003.

For Bank or financial institution As witness

Signatory:

Capacity:

Authority:

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