

Dated May 7, 2012

(1) INFINITY BROADBAND, LTD.  
("Counterparty")

AND

(2) CARIBBEAN UTILITIES COMPANY, LTD.  
("Assignor")

AND

(3) DATALINK, LTD.  
("Assignee")

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NOVATION AGREEMENT

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**APPLEBY**

THIS NOVATION AGREEMENT dated May 7, 2012 is made

BETWEEN:

- (1) INFINITY BROADBAND, LTD. (the "Counterparty");
- (2) CARIBBEAN UTILITIES COMPANY, LTD. (the "Assignor"); and
- (3) DATALINK, LTD. (the "Assignee").

WHEREAS:

The Counterparty and the Assignor have executed a Master Pole Joint Use Agreement dated 22 November 2005, as amended by the Deed of Variation dated 20 March 2012 (together the "Agreement") under which the Assignor and the Counterparty agreed certain terms to share the distribution supporting structure for the attachment of each party's aerial cables and associated equipment in relation to the provision and distribution of their respective services;

It is the desire of the parties that, as of the date of this agreement (the "Effective Date of Novation"), the Agreement be novated and/or transferred to the Assignee.


NOW, THEREFORE, with effect from the Effective Date of Novation, it is hereby agreed as follows:

1. The Assignor hereby novates and transfers all of its rights and obligations under the Agreement to the Assignee.
2. The Assignee hereby accepts the novation and transfer to it of all the Assignor's rights and obligations under the Agreement.
3. The Counterparty hereby agrees to the transfer and novation to the Assignee of all the Assignor's rights and obligations under the Agreement and hereby releases and discharges the Assignor from all obligations under the Agreement arising from and after the date hereof.
4. The Counterparty and the Assignee hereby covenant with each other that they will meet their obligations and exercise their rights under the Agreement as if, and on the basis that, they were the original parties thereto.

5. Each of the parties hereto represents and warrants that:
  - 5.1 it has the power hereunder to enter into and has duly authorised the execution and delivery of this Novation Agreement;
  - 5.2 its obligations hereunder constitute its legal, valid and binding obligations enforceable in accordance with their terms;
  - 5.3 the representations and warranties contained in the Agreement are true on and as of the date hereof as if made by the party on and as of today's date; and
  - 5.4 the execution, delivery and performance of this Novation Agreement are within the party's corporate power and have been duly authorised by all necessary corporate action, and this Novation Agreement constitutes the legal, valid and binding obligations of the party in accordance with its terms.
6. This Novation Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Novation Agreement shall be governed and construed in accordance with the laws of the Cayman Islands.

IN WITNESS whereof the parties hereto have caused this agreement to be duly executed as a DEED on the day and year first written.

EXECUTED as a DEED by INFINITY )  
BROADBAND, LTD. in the presence of: )



) \_\_\_\_\_  
) Director

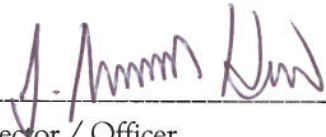
  
\_\_\_\_\_  
Witness

EXECUTED as a DEED by CARIBBEAN )  
UTILITIES COMPANY, LTD. in the presence )  
of: )



) \_\_\_\_\_  
) Director/Officer

  
\_\_\_\_\_  
Witness



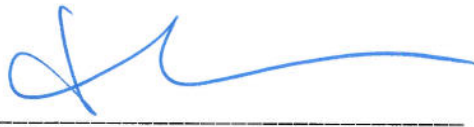
) \_\_\_\_\_  
) Director / Officer

EXECUTED as a DEED by DATALINK, )  
LTD. in the presence of: )



) \_\_\_\_\_  
) Director

  
\_\_\_\_\_  
Witness



) \_\_\_\_\_  
) Director / Secretary

