

EXHIBIT A

WESTSTAR T.V. LIMITED/WESTTEL LIMITED INFRASTRUCTURE SHARING AGREEMENT

THIS AGREEMENT made in duplicate and dated as of the _____ day of _____
2004

BETWEEN:

WESTSTAR T.V. LIMITED of 40 Eclipse Drive, P.O. Box 30563 SMB, Grand Cayman, Cayman Islands,
British West Indies.

(“WESTSTAR”)

AND:

WESTTEL LIMITED having its registered office at 40 Linwood Street, P.O. Box 2503 GT, Grand Cayman,
Cayman Islands, British West Indies.

(“WESTTEL”)

WHEREAS:

- A. WESTSTAR operates an ICT network and provides wireless cable television ICT services in the Cayman Islands pursuant to its licence granted on 10 October 2003;
- B. WESTTEL was granted a licence on 12 February 2004 to provide telephony and data ICT services in the Cayman Islands; and
- C. It has been agreed that WESTSTAR will provide access to its infrastructure to WESTTEL in accordance with the terms of this Agreement.

THEREFORE, IN CONSIDERATION of the premises and the mutual promises in this Agreement, the parties agree as follows:

1. DEFINITIONS, AGREEMENT PARTS, PRIORITY

1.1 Definitions

In this Agreement, including the recitals, the following terms have the following meanings:

“**Authority**” means the Information and Communications Technology Authority of the Cayman Islands established under the Law, or its successor or substitute body having jurisdiction;

“**Business Day**” means any day Monday through Friday, except a day recognised as a public holiday in the Cayman Islands;

“**Licensee**” means a licensee as defined in the Law;

“**Dispute Resolution Regulations**” means the Information and Communications Technology Authority (Dispute Resolution) Regulations, 2003 made by the Governor in Council pursuant to the Law;

“Dollar” or “\$” refers to Cayman Islands currency;

“Fees” means any fees charged by WESTSTAR to WESTTEL under s.4 of this Agreement.

“ICT Licence” means a licence as defined in the Law;

“ICT Service” means ICT service as defined in the Law;

“Infrastructure” includes, but is not limited to the towers, antennas, head-end facilities, transmitters, receivers, spectrum splitters, combiners and other equipment located on a customer’s premises, or located on the premises and facilities owned, leased or licensed by WESTSTAR, and that are owned, leased or licensed by WESTSTAR for its provision of licensed wireless video program distribution (commonly referred to as wireless cable television) and includes any hardware, software, patent, or other form of intellectual property, including equipment licenses, necessarily secured and held by WESTSTAR for its provision of wireless video program distribution and that will be required by WESTTEL for its installation, operation, maintenance and repair of any new equipment, or retrofitted equipment, to be used to provide its prospective licensed ICT services.

“Interconnection Regulations” means The Information and Communications Technology Authority (Interconnection and Infrastructure Sharing) Regulations, 2003 made by the Governor in Council pursuant to the Law;

“Law” means the Information and Communications Technology Authority Law, 2002 of the Cayman Islands, as amended, and all regulations prescribed thereunder, currently in effect and as enacted from time to time, and any successor or substitute legislation thereto;

“Network” means ICT network as defined in the Law.

1.2 Other Terms

Other terms used but not defined in this Agreement shall have the meaning generally understood in the telecommunications industry.

1.3 Computation of Time

Where there is a reference to a period of time consisting of a number of days or calendar months after a specified day, the number of days and months, respectively, shall be counted from, but should not include, the specified day of the month from which the count started. If the end day of the period of time so computed falls on a non-Business Day, then the end day of the period shall be the next Business Day.

1.4 Recitals

The recitals to and in this Agreement form an integral part of the Agreement and are intended to assist in the interpretation of this Agreement.

2. OBLIGATIONS AND SCOPE OF INFRASTRUCTURE ACCESS

2.1 Sharing of Infrastructure

2.1.1 WESTSTAR agrees to provide access to its Infrastructure to WESTTEL, in accordance with and subject to:

- (a) the terms and conditions in this Agreement as may be amended from time to time;
- (b) any applicable rate provisions of WESTSTAR’s tariffs, as may be amended from time to time, and approved by the Authority; and

- (c) the rates, terms and conditions specified in any Government of the Cayman Islands or Authority regulations, decisions, orders or ICT license conditions, as may be lawfully applicable.

2.1.2 WESTSTAR will provide WESTTEL with written notice of any proposed tariff filings that will affect the matters governed by this Agreement, at the same time as it submits those tariff filings to the Authority.

2.1.3 WESTSTAR represents and warrants that:

- (a) the Infrastructure that it provides pursuant to this Agreement shall be of good quality consistent with industry best practices in the telecommunications industry;
- (b) it shall share its Infrastructure in a manner that will enable the simultaneous provision of fixed wireless video program distribution ICT Services by WESTSTAR and fixed wireless telephony and data ICT services by WESTTEL;
- (c) that its Infrastructure can be retrofitted to provide fixed wireless telephony and data ICT Services using WestStar Infrastructure; and
- (d) that WESTSTAR has all necessary hardware and software licenses for WESTTEL to provide fixed wireless telephony and data ICT Services using WESTSTAR's Infrastructure.

2.1.4 The provision of the Infrastructure by WESTSTAR under this Agreement shall be subject to the requirement that WESTTEL pay compensation to WESTSTAR as set out herein.

2.2 Exchange of Confidential Information

Each party agrees that any information provided by either party to the other in connection with the prospective or actual implementation of this Agreement shall be kept confidential by the party receiving such information in accordance with the provisions of a mutual-non-disclosure agreement to be executed by the parties concurrently with this Agreement in the form of the draft nondisclosure agreement attached as Schedule A.

2.3 Valid License

So long as it shall be a party to this Agreement, each party represents that it is qualified to act as a Licensee under the Law and that it holds a valid ICT Licence as deemed or granted under the Law.

2.4 No Title

Nothing in this Agreement operates to convey to either party any implied right, interest or title to any services, and/or facilities or equipment of the other party.

2.5 Right to Advocate for Regulatory Issues

Nothing in this Agreement shall prevent either party from petitioning the Authority to take any action or refrain from taking action, with respect to:

- (a) the rates, terms and/or conditions of this Agreement;
- (b) either party's compliance with the Law;
- (c) the orders, decisions or directives of the Authority.

2.6 Co-ordination

The parties will work co-operatively when one or the other adds, changes or disconnects service to a customer and in the sharing of Infrastructure as contemplated under this Agreement. The parties will establish a protocol that will address how to coordinate such matters as the addition of the telephony and

data ICT Services provided by WESTTEL by an existing customer of WESTSTAR, the activation of WESTTEL ICT Services by a customer who has not previously been a customer of WESTSTAR and the disconnection or modification of ICT Services where a customer relationship continues with one or both parties.

2.7 Customer Education

- (a) The parties will work cooperatively to make their respective customers aware that WESTSTAR shall remain responsible for responding to problems relating to wireless video program distribution ICT Services and WESTTEL shall be responsible for responding to problems relating to wireless telephony and data ICT Services.
- (b) The parties will work cooperatively to provide instructions, written materials, software and related documentation to customers with respect to how WESTSTAR's Network will provide video program distribution ICT Services and WESTTEL's Network will provide telephony and data ICT Services.

2.8 Co-location

- 2.8.1 During this Agreement, WESTSTAR grants, and WESTTEL accepts, a non-exclusive license to occupy suitable co-location space on WESTSTAR's premises and Infrastructure for co-locating Infrastructure for use with WESTTEL's ICT Services. WESTTEL must not sub-license the co-location space provided by WESTSTAR under this Agreement. WESTTEL's Infrastructure co-located will remain the property of WESTTEL and be deemed personal and movable property, even though it may become attached or affixed to realty.
- 2.8.2 WESTSTAR will use commercially reasonable efforts to maintain a back-up power supply system appropriate for the provision of wireless video program distribution, telephony and data ICT Services. If WESTSTAR's premises are damaged as a result of any negligence or wilful act or omission of WESTTEL, WESTSTAR may, without prejudice to any other remedies available to it, repair such damages at WESTTEL's expense.

3. Infrastructure and Networks

3.1 Responsibility for Infrastructure and Networks

- 3.1.1 Each party shall be responsible for taking all necessary precautions in locating, constructing, operating and maintaining its Infrastructure and Network so as to prevent any hazards, troubles, interference with, or interruption to the Network or ICT Services of the other party.
- 3.1.2 Subject to Sub-article 3.3, the characteristics and methods of operation of any Infrastructure or Network of either party must not:
 - (a) interfere with, impair or create an unreasonable risk of interference with or impairment of the operation of the other party's Network or Infrastructure or ICT Services; or
 - (b) cause damage, or an unreasonable risk of damage, to the other party's Network or Infrastructure; or
 - (c) create a hazard to the health or safety of any person; or
 - (d) impair, or creates an unreasonable risk of impairment of, the privacy of any communications carried over the other party's Network; or
 - (e) interfere with the obligations of the other party under its ICT Licence or the Law

If such characteristics or methods of operation of any Infrastructure are not in accordance with Paragraphs 3.1 or 3.1.2, the party apprehending the discordance, shall immediately notify the other party of the discordance and both parties shall co-operate as much as possible to rectify the discordance.

- 3.1.3 The parties agree to collaborate on any long range Network and/or Infrastructure planning and where appropriate, participate in joint planning and engineering activities. WESTSTAR shall provide WESTTEL's staff access to WESTSTAR's Infrastructure so that WESTTEL may test, maintain and repair the Infrastructure used for its provision of ICT Services.

3.2 Fault Reporting and Repair

- 3.2.1 Each party, prior to reporting a fault to the other party, shall use its best efforts to determine whether the fault is located on its Network and, if so, to repair the fault. The parties agree to establish a protocol for timely and efficient resolution of faults.

- 3.2.2 Each party shall promptly advise the other party of any interruption, delay, degradation or outage of transmission or any other fault arising from any cause, other than testing, occurring within its own Network that is expected to cause interruption of any ICT Service provided by the other party.

- 3.2.3 Each party shall bear the financial responsibility for the maintenance and repair of equipment used exclusively for the provision of Infrastructure and ICT Services. As to shared Infrastructure, one or the other party shall incur costs for maintenance and repairs based on whether the fault occurred as a result of an interruption, delay, degradation or outage of equipment used to provide Infrastructure and ICT Services offered by that party.

3.3 Notice of Technical Upgrades & Changes

- 3.3.1 WESTSTAR shall provide WESTTEL written notice of any technical changes to its Infrastructure or Network that could affect the provision of ICT Services by WESTTEL. Such notification shall be made either at the time WESTSTAR makes the decision to proceed with a change or three (3) months before the proposed change is to be implemented, whichever comes first. The parties shall then use their best efforts to co-operate in order to minimise any disruption to WESTTEL ICT Services.

- 3.3.2 Subject to the limitation in paragraph 3.3.3, nothing in this Agreement shall limit WESTSTAR's ability to upgrade its Infrastructure or Network through the incorporation of new equipment, new software or otherwise or to change, in part or in whole, the design, function, operation or layout of its Network or Infrastructure.

- 3.3.3 If WESTSTAR implements technical changes to its Infrastructure or Network, unknowingly to WESTTEL, that adversely affects the provision of ICT Services by WESTTEL, WESTSTAR shall be responsible for paying all of WESTTEL's reasonable costs of accommodating the technical change.

3.4 Testing

WESTSTAR shall maintain and repair its Infrastructure consistent with international best practices and shall make such tests and inspections of its Infrastructure as are consistent with international best practices, and may upon reasonable notice to WESTTEL, temporarily interrupt ICT Services carried using the Infrastructure being tested or inspected. Where a test or inspection will affect any WESTTEL ICT Service, then the parties shall use their best efforts to negotiate an appropriate time and procedure for such test or inspection. WESTSTAR shall make every effort to minimise disruption by selecting times-appropriately.

3.5 Non-Discrimination

- 3.5.1 WESTSTAR shall treat WESTTEL on a non-discriminatory basis as provided for under the Law, including, but not limited to:

- (a) taking all reasonable steps to ensure that the technical and operational quality of the Infrastructure shared is equal to, or at least as favorable as, that which WESTSTAR supplies to itself, affiliated Licensees, other customers, or to other Licensee not affiliated with it; and
- (b) taking all reasonable steps, in the event of failure or substantial degradation of any Infrastructure shared under this Agreement, from any cause whatsoever, to ensure that the Infrastructure is repaired as quickly and in the same fashion as that party repairs Infrastructure for itself, other customers, or other Licensees not affiliated with it;

4 Compensation and Expenses

- 4.1.1 As compensation for the sharing of WESTSTAR's customer premises equipment under this Agreement by WESTTEL, WESTTEL agrees, that with respect to its customers that are joint customers with WESTSTAR, to pay WESTSTAR access fees. Such Fees shall be invoiced monthly by WESTSTAR and paid monthly by WESTTEL. Notwithstanding the foregoing, the parties agree that such Fees shall not exceed _____ % of WESTTEL's billed revenue in any month or \$_____ per customer in any month, whichever is lower.
- 4.1.2 WESTTEL shall pay to WESTSTAR tower rental fees in the amount of \$_____ per month ("TR Fees") and combiner rental fees in the amount of \$_____ per month per frequency ("CR Fees"). Such TR and/or CR Fees shall be invoiced monthly by WESTSTAR.
- 4.1.3 WESTTEL may elect, in its discretion, to utilize WESTSTAR's 5.8 GHz point to point link ("Link"). In the event that WESTTEL elects to use the Link, it shall pay to WESTSTAR a fee of \$_____ per month during the period of use ("Link Fees".) Such Link Fees shall be invoiced monthly by WESTSTAR.
- 4.1.4 WESTTEL agrees, with respect to joint customers subscribing to all of its ICT Services to pay _____ (____) % of any reasonably incurred customer premises equipment replacement expenses or maintenance expenses to WESTSTAR. With respect to joint customers subscribing to less than all of WESTTEL's ICT SERVICES, WESTTEL shall pay ____ (____) % of such expenses.
- 4.1.5 The parties agree, with respect to joint customers, to share equally any other reasonable expenses incurred by them in the provision of ICT Services.

5 Maintenance of Records

Each party shall keep statements, accounts and records (collectively, the Records") pertaining to this Agreement and preserve the Records for _____ (____) years. Notwithstanding the foregoing, should a dispute arise regarding payment of Fees or expenses under this Agreement, each party shall maintain all relevant Records until the dispute is settled.

6 Audit and Access by Auditors

Each party may request up to a maximum of _____ (____) audits per calendar year on the other party, and to appoint on its behalf an independent auditor or accountant to perform any such audit, who shall have access during the working Business Day, upon _____ (____) Business Days notice to the other party, subject to the signing of a reasonable and appropriate non-disclosure agreement, with respect to the records of the other party relating to this Agreement for the sole purpose of ensuring compliance with this Agreement and verifying all charges payable by one party to the other.

7 INSURANCE

Insurance Coverage

Each party shall carry and maintain insurance to fulfill its indemnity obligations to the other party under this Agreement. The amounts of such insurance against liabilities shall be no less than _____ (\$_____) as to any one accident or occurrence. Certificates of insurance shall be provided to the other party upon request.

8 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

8.1 No Warranties

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, NEITHER PARTY HAS MADE OR MAKES ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS NETWORK AND INFRASTRUCTURE PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT.

8.2 No Warranties Against Intellectual Property Infringement

NOTWITHSTANDING ANY OF THE OTHER PROVISIONS OF THIS AGREEMENT, NEITHER PARTY HAS MADE OR MAKES ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, THAT THE USE BY THE PARTIES OF THE OTHER'S INFRASTRUCTURE, SERVICES OR ARRANGEMENTS PROVIDED UNDER THIS AGREEMENT DOES NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY.

9 FORCE MAJEURE

9.1 Events and Excuse of Force Majeure

If WESTSTAR is delayed in the performance of or is unable to perform or performs contrary to any part of its obligations under this Agreement due to an act of God, public enemy, warlike operations, terrorism, civil commotion, riot, sabotage, earthquakes, volcanic action, fire, hurricane, storm, flood, lightning (or any accidental current being carried over or through the facilities and equipment), power failure, embargo, unavoidable catastrophe, explosion, act of governmental or regulatory or military authorities or courts, unusual delay by other service providers, inability to secure product of manufacturers or vendors, inability to obtain international transportation service, or circumstances of any kind beyond the control of WESTSTAR, and WESTSTAR has used all reasonable efforts to prevent and minimize the impact of all of the events identified in this Sub-article, then WESTSTAR shall be excused from the performance of such obligations to the extent that the performance is prevented, hindered, delayed or required by such causes and such party shall not be liable under this Agreement during the period and to the extent of the inability to perform.

9.2 Duty to Inform and to Remedy Delay

Upon the occurrence of any of the events referred to in Sub-article 9.1, WESTSTAR shall promptly inform WESTTEL of the failure and the extent of any delay or inability to perform its obligations, and shall use its reasonable efforts to remedy the delay or failure to perform as soon as feasibly possible.

10. LIMITATION OF LIABILITY

10.1 Injuries

Neither party shall be liable to the other for damages or injuries, including death resulting there from, which may be caused by lightning or other accidental currents carried over or through its Network or Infrastructure, or any portion thereof, to that of the other party.

10.2 Limitation of Liability

Neither party represents the uninterrupted or error-free operation of its Network or of the Infrastructure provided under or contemplated by this Agreement. Without limiting the generality of the foregoing, in no case will a party whose Network or Infrastructure experiences a difficulty, failure or fault:

- a) be liable to the other party for any damages, charges, losses, costs or expenses whatsoever that the other party may sustain, pay or incur;
- b) indemnify or hold harmless the other party from or against any liabilities, awards, claims, demands, suits, proceedings, action, causes of action or other claims which may be brought

or made against such other party, or which such other party may become subject to, as a result thereof, or in connection therewith, whether caused by the negligence, negligent act or omission of such party or its employees, contractors or agents, or by any other cause whatsoever, whether identified or not.

10.3 Limitations Applicable Under All Legal Theories

The terms of this Article 10, including all disclaimers and limitations herein, shall apply regardless of the nature of the cause of action, demand or action, including breach of contract, negligence, strict liability, tort, statute, any other legal theory in common law, equity, or otherwise.

10.4 Benefit of Defenses

Every limitation of liability, defence and immunity of any nature available to a party shall extend to and for the benefit of the directors, officers, employees, agents, subcontractors and shareholders of that party.

10.5 Indemnification

10.5.1 Each party (the “indemnifying party”) shall indemnify, defend and hold harmless the other party (the “indemnified party”) from and against all losses, claims, demands, damages, expenses, liability awards, suits, actions, causes of action, proceedings, or any liability whatsoever, including costs and attorneys’ fees, whether suffered, made, instituted or asserted against the indemnified party by any third party, as a result of, arising out of, or in connection with this Agreement or any applicable tariffs, to the extent proximately caused by the acts or omissions of the indemnifying party. Notwithstanding the foregoing indemnification, nothing in this Paragraph 10.5.1 shall affect or limit any claims, remedies, or other actions the indemnifying party may have against the indemnified party under this Agreement, any other contract, or any applicable tariffs, regulation or law for the indemnified party’s provision of the services, facilities and equipment under this Agreement.

10.5.2 The indemnification provided in Paragraph 10.5.1 is conditional upon:

- (a) the indemnified party promptly notifying the indemnifying party of any action taken against the indemnified party relating to the indemnification;
- (b) the indemnifying party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified party may engage separate legal counsel only at its sole cost and expense;
- (c) the indemnifying party not settling or consenting to any judgment pertaining to any such action without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld;
- (d) the indemnified party asserting in all cases any and all provisions in its tariffs or contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability; and
- (e) the indemnified party offering the indemnifying party all reasonable co-operation and assistance in the defence of any such action.

10.6 No Third Party Benefits of Rights

10.6.1 The only parties to this Agreement are WESTSTAR and WESTTEL.

10.6.2 Subject to Sub-article 10.4 and subject to any express provision of this Agreement to the contrary, this Agreement confers benefits and imposes burdens only upon the parties to this Agreement and does not confer any benefit of any kind whatsoever or impose any burden of any kind whatsoever upon any person or entity who is not a party.

10.6.3 Subject to Sub-article 10.4 and subject to any express provision of this Agreement to the contrary, this Agreement does not provide any person or entity who is not a party with any remedy, defence, claim, action, claim of action or other right of any kind, or impose any liability upon such person, that person did not have before this Agreement commenced.

11 DISPUTE RESOLUTION PROCEDURE

11.1 Negotiation at First Level

The parties shall attempt to amicably resolve any disagreement or dispute that may arise between them regarding the interpretation, performance of or failure to perform under this Agreement

11.2 Definition of Issues and Escalation

11.2.1 If any disagreement or dispute between the parties continues for more than five (5) Business Days, then the parties shall follow the dispute resolution procedure then set forth in the Dispute Resolution Regulations.

11.3 Matters Excluded from Dispute Resolution Process

The following matters under this Agreement shall be excluded from the dispute resolution process provided for in this Article 11:

- (a) a decision by WESTSTAR or WESTTEL to terminate this Agreement under Sub-article 13;
- (b) any law suits involving third parties;
- (c) any intellectual property claims, whether initiated by third parties or by the parties to this Agreement;
- (d) any applications for injunctions related specifically to the need to protect proprietary information and interest of a confidential nature;
- (e) any application to amend or introduce any tariff.

11.4 Preconditions to Court Action

Submission to the Authority of a determination request under the provisions of this Article 11 shall be a condition precedent to bring an action in a court of competent jurisdiction that is not excluded under sub-article 11.3 with respect to this Agreement.

11.4 Continued Performance of Obligations

WESTSTAR and WESTTEL shall continue the performance of their respective obligations during the resolution process of any dispute or disagreement including during any period of arbitration, unless and until this Agreement is terminated in accordance with its terms and conditions.

12 REGULATORY APPROVALS; COMPLIANCE WITH LAWS

12.1 Filing

This Agreement is executed subject to the condition that it be filed with the Authority within seven (7) Business Days of its execution. After this Agreement is filed with the Authority, if the Authority rejects it or any part of it in accordance with the Law, then the parties shall promptly renegotiate the rejected provisions and shall do so in accordance with any guidance provided by the Authority.

12.2 Effective Date

This Agreement shall come into full force and effect on the date that it has been executed by both parties (the "Effective Date").

12.3 Regulatory Change

If the Authority or any governmental authority takes any action that materially affects the ability of a party to perform any material obligation under this Agreement, a party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and non-appealable) to the other party require that the affected provision(s) be re-negotiated, and the parties shall re-negotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of this Agreement. If such new terms are not re-negotiated within ninety (90) days after the initial written notice was made, either party may file a determination request with the Authority in accordance with the Dispute Resolution Regulations.

12.4 Compliance with Laws

Each party represents that it is now and will remain in compliance with all laws, regulations, and orders applicable to its performance of its obligations under this Agreement. Each party shall promptly notify the other party in writing of any governmental or Authority action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations under this Agreement.

13 TERM AND TERMINATION

13.1 Term

Subject to earlier termination as provided herein, this Agreement comes into force and effect on the Effective Date and shall remain in effect until _____ (the "Initial Term".) Thereafter this Agreement shall continue in force and effect unless and until terminated by:

- (a) mutual agreement; or
- (b) by either party at its option (with or without cause) upon three (3) months' written notice of termination to the other party, which notice, for avoidance of doubt, must not be given before three (3) months prior to the expiry of the Initial Term.

In the event that notice is given that this Agreement is to be terminated by a party without cause under Sub-Article 13.1(b) the parties agree to immediately attempt, in good faith, to negotiate a new Infrastructure sharing agreement, provided the party requesting the termination provides written notice of intent to the other party to negotiate a new agreement and that both parties remain in their same or similar lines of business.

13.2 Termination

Either party, at its option, upon written notice to the other party may terminate this Agreement as follows:

- (a) with immediate effect (or on the termination of such other period as such notice may specify) if:
 - (i) a receiver, receiver-manager, trustee or liquidator is appointed to manage all or substantially all of the assets of the other party;
 - (ii) the other party disposes of all or a substantial portion of its assets or makes any assignment or attempted assignment for the benefit of creditors;
 - (iii) the other party becomes bankrupt or insolvent or commits an act of insolvency, bankruptcy or other offence under bankruptcy and insolvency laws;
- (iv) the other party files any petition or answer seeking re-organisation, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency;

(v) the other party takes advantage of any legislation available for the protection of debtors from creditors; or

(vi) the other party ceases to carry on business in the ordinary course;

- (b) with immediate effect upon the effective date of a revocation or denial of a renewal of a valid ICT Licence or permit as deemed or granted under the Law to maintain or operate ICT Services;
- (c) with immediate effect upon the effective date of a law, court order, governmental or regulatory order or directive requiring termination of this Agreement.

13.3 Notice of Events in Paragraph 13.2(a)

The “other party” referred to in Paragraph 13.2.(a) shall provide the party with the right to terminate with written notice of the occurrence of any of the events identified in Paragraphs 13.2. (a) (i) to (vii), upon the later date of: (a) ninety (90) days prior to the occurrence of any such events; or (b) when it first obtains knowledge of the occurrence of any of such events.

13.4 Breach, Suspension and Termination

13.4.1 If a party:

- (a) fails to pay any Fees or expenses pursuant to this Agreement, other than Fees or expenses being disputed in accordance with Article 11, within thirty (30) days after receipt of the invoice therefor; or
- (b) is otherwise in breach of this Agreement,

then the other party may serve a written notice (“the Breach Notice”) on the party in breach specifying the breach and warning of intended disconnection and termination of this Agreement if such Breach Notice or, in the case of emergency, within such shorter period as the party not in breach may reasonably specify.

13.4.2 Each of the parties’ right to terminate the performance of this Agreement pursuant to Paragraph 13.4.4 is without prejudice to any other rights available to either party under the Law and Dispute Resolution Regulations.

13.4.3 Notwithstanding 13.4.1 if a party’s Infrastructure or Network:

- (a) interferes with, impairs or creates an unreasonable risk of interference with or impairment of the operation of the other party’s Network or Infrastructure or ICT Services; or
- (b) causes damage, or an unreasonable risk of damage, to the other party’s Network or Infrastructure; or
- (c) creates a hazard to the health or safety of any person; or
- (d) impairs, or creates an unreasonable risk of impairment of, the privacy of any communications carried over the other party’s Network; or
- (e) interferes with the obligations of the other party under its ICT Licence or the Law,

then the other party may suspend, to the extent necessary, such of its obligations under this Agreement, and for such period as is reasonable to ensure the normal operation of its Network or Infrastructure, or prevent further damage of its Network or Infrastructure, or reduce the threat to health or safety, or reduce the risk of impairment of privacy of communications.

13.4.4 If the party in breach fails to remedy the breach within the period specified in the Breach Notice, the party not in breach may terminate this Agreement on thirty (30) days written notice, provided always that if the party in breach remedies the breach within such further thirty day notice period, this Agreement shall not terminate as a result of such notice.

13.5 Survival of Obligations

The terms of this Agreement that by their nature extend beyond the expiration or termination of this Agreement - including the obligation to pay any amount owed, limitations of liability, indemnification, dispute resolution and obligations of non-disclosure, and obligations with respect to the effect of expiration, termination or suspension, shall survive any termination or expiration of this Agreement.

14. NOTICES

14.1 Notices

Any notice, consent, demand or other communication (in this Article, a “notice”) required or permitted to be given or made under this Agreement (excluding payments, which must actually be received as provided for in this Agreement), shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person or by courier during normal business hours on a Business Day and left with a receptionist or other responsible employee of the relevant party at the applicable address set forth below; or,
- (b) sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record during normal business hours on a Business Day, charges prepaid, and confirmed by telephone or by prepaid first class mail.

In the case of a notice to WESTSTAR, addressed to:

WESTSTAR: Telephone: 1-345-945-2739
Fax: 1-345-949-0021
Email: info@weststartv.com or info@westtel.ky

Attn: Richard Corbin

In the case of a notice to WESTTEL, addressed to:

WESTTEL: Telephone: 1-345-945-2739
Fax: 1-345-949-0021
Email: info@weststartv.com or info@westtel.ky

Attn: General Manager

14.2 Deemed Receipt of Notice

Each notice sent in accordance with this Article shall be deemed to have been received:

- (a) on the day it was delivered;

- (b) on the same day that it was sent, or on the first Business Day thereafter if the day on which it was sent was not a Business Day.

14.3 Change of Address for Notice

Either party may change its address for notice by giving written notice to the corporate officer of the other party as provided in Sub-article 14.1 of this Article.

15. CORPORATE CAPACITY

15.1 Corporate Capacity

Each party represents and warrants to the other that it:

- (a) is a limited liability company duly incorporated or continued and validly existing under the laws of the Cayman Islands and has all necessary corporate power and capacity to own its properties and carry on its business in Cayman Islands as presently carried on and is duly licensed, registered or qualified under the relevant company or corporate legislation in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary or desirable;
- (b) has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations in accordance with their terms subject to necessary regulatory approval, and that the execution and delivery of this Agreement have been duly authorized by all necessary corporate action on its part; and
- (c) is duly qualified to act as a Licensee under the Law and shall hold a valid license or permit as deemed or granted under the Law to operate an ICT network and supply ICT Service.

16. AMENDMENTS

16.1 Amendments to Agreement and Schedules

This Agreement, including the Schedules, but excluding tariff rates, may not be amended or modified in any respect except by written instrument signed by the duly authorized representatives of both parties and, where necessary, approved by the Commission.

17. GENERAL

17.1 Independent Contractors

In giving effect to this Agreement, the relationship of the parties to each other shall be that of independent contractors. Nothing in this Agreement shall be construed as or shall constitute the relationship of the parties as an agency, partnership, franchise, employment, joint venture or other joint venture relationship between the parties. No party shall have the right to enter into contracts or pledge the credit of or assume or incur expenses or liabilities or any obligation of any kind (including but not limited to the making of any representation or warranty), express or implied, on behalf of the other party unless otherwise expressly permitted by such other party.

17.2 Non-Exclusive Agreement

This Agreement shall be non-exclusive. Nothing in this Agreement shall in any way prohibit, prevent or restrict either party from entering into similar agreements with others.

17.3 Assignment

17.3.1 Neither party may assign, transfer, or otherwise dispose of this Agreement, in whole or in part, without the other party's prior written consent.

17.3.2 Any assignment under Paragraph 17.3.1 shall be conditional upon;

- (a) the approval of any ministerial or regulatory authority having jurisdiction, as may be required;
- (b) the assignor providing to the other party a true copy of the assignment; and
- (c) a written agreement and undertaking from the assignee to the other party to be bound by this Agreement.

The agreement referenced in this Paragraph 17.3.2, shall provide that the assignee assumes all obligations and duties to which it is succeeding, and not to further assign its rights without complying with this Sub-article 17.3. The assignor shall thereafter be relieved of such obligations and duties, except for matters arising out of events occurring before the date of such undertaking and the obligations pertaining to non-disclosure.

17.3.3 Any assignment, transfer or other disposition in violation of this Sub-article 17.3 shall be void and constitute default of this Agreement.

17.4 Inurement

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.5 Further Assurances

The parties shall with reasonable diligence execute and deliver all documents and instruments, and do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement and for any audit consistent with Article 6.

17.6 Counterpart Execution

This Agreement, or any amendments to this Agreement, may be executed in counterpart, with each such counterpart constituting an original and the counterparts, when taken together, constituting one and the same instrument.

17.7 Internal Numbering References

Any reference to an Article, Sub-article, Paragraph, clause or Schedule is to the relevant Article, Sub-article, Paragraph, clause or Schedule of this Agreement, and any reference to an Article, Sub-article, Paragraph or clause is to the relevant Article, Sub-article, Paragraph or clause of the Article, Sub-article or Paragraph of the main body of this Agreement or Schedule in which it appears.

17.8 Articles, Headings, Contents

The division of this Agreement into Articles, Sub-articles and Paragraphs; the insertion of headings; are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

17.9 Expanded Meanings

Wherever the context so requires, words importing the singular number include the plural number and vice versa and words importing gender include the feminine, masculine and neuter genders.

17.10 Joint Work Product

This Agreement is the joint work product of the parties and has been negotiated by the parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either party.

17.11 No Waiver

A failure or delay of either party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or any other rights under this Agreement.

17.12 Entire Agreement

This Agreement, including the Schedule and the applicable Tariffs and referenced documents, contains the entire understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations and discussions, whether verbal or written, of the parties. There are no warranties, representations or other agreements by or between the parties in connection with the subject matter, except as specifically set forth in this Agreement.

17.13 Unenforceable Terms

If any provision in this Agreement is found to be illegal, unenforceable or invalid, it shall be considered separate and severable and the remaining provisions of the Agreement shall remain in force and be binding upon the parties as though the said provision had never been included, providing that the Agreement as modified remains operable.

17.14 Governing Law

This Agreement shall be subject to, construed, interpreted and enforced in accordance with the laws of the Cayman Islands in effect from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement, and where necessary have affixed their common seals.

WESTSTAR T.V. LIMITED

Seal

By: _____
DIRECTOR

Date

By: _____
DIRECTOR

Date

WESTTEL LIMITED

Seal

By: _____
DIRECTOR

Date

By: _____

DIRECTOR

Date

Schedule A—Nondisclosure Agreement