

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

*In the Matters of*

**CARIBBEAN CROSSINGS LTD.,**

**Application for Transfer of Control of  
Submarine Cable Landing License**

**TRINITY COMMUNICATIONS LTD.,**

**Application for Transfer of Control of Section  
214 Authorization**

**IB DOCKET 09-149**

**File No. SCL-T/C-20090506-00009**

**File No. ITC-T/C-20090506-00204**

**SECOND CONSOLIDATED AMENDMENT TO  
APPLICATIONS FOR A CABLE LANDING LICENSE  
AND INTERNATIONAL SECTION 214 AUTHORITY**

Caribbean Crossings Ltd. ("CCL") and Trinity Communications Ltd. ("Trinity") (together, "the Companies"), by their undersigned counsel, and pursuant to recent discussions with the staff of the Commission's International Bureau and Section 1.65 of the Commission's rules, 47 C.F.R. § 1.65, hereby amend their respective, above-captioned applications to reflect that their parent company, Cable Bahamas Ltd. ("CBL") has entered into a Trust Declaration, a copy of which is attached hereto, pursuant to which 5,000,000 shares of CBL common stock, currently held by Columbus Communications Ltd. ("Columbus") will be transferred to a newly created trust independent of both CBL and the Government of The Bahamas. The purpose of this Declaration is to maintain the percentage equity ownership interest in CBL held by the Government of The Bahamas below 25%, thereby enabling the pending applications of CCL and Trinity to qualify for streamlined processing under the Commission's rules.

As originally filed, the above-captioned applications sought Commission approval for the transfer of control of the submarine cable license held by CCL and the international Section 214 authorization held by Trinity, a wholly-held subsidiary of CCL, from Columbus Communications Ltd., the current controlling shareholder of CBL, to CBL's other shareholders. As a result of the proposed transfer of control, the Government of The Bahamas would increase its ownership interest in CBL from 20.5% to 29.2%. The Government of The Bahamas owns and controls Bahamas Telecommunications Corporation ("BTC"), the dominant carrier in the Bahamas.

Under the Commission's rules, the transfer of control applications of the Companies are not entitled to streamlined processing since the ownership by the Government of The Bahamas of a greater than 25% equity stake in CBL would transform CBL and its subsidiaries into a foreign carrier affiliate of BTC, the dominant telecommunications carrier in the Commonwealth of The Bahamas, and because the Commonwealth of The Bahamas is not a World Trade Organization Member country. See 47 C.F.R. §§ 1.767(k), 63.12(c) and 63.18(j). While CCL and Trinity have addressed these issues by requesting a determination that the Commonwealth of The Bahamas provides effective competitive opportunities to U.S. carriers, their respective transfer of control applications have remained pending since May of this year. See Public Notice, DA 09-1856, released August 25, 2009.

Following discussions with the Commission's staff, the Companies hereby seek leave to amend their respective applications, and to qualify them for streamlined processing, by submitting the attached Trust Declaration, pursuant to which 5,000,000 shares of the CBL common stock currently held by Columbus will be transferred to a Cable Shares Trust (the "Trust") whose trustee will be Dr. Keva Bethel. Dr. Bethel is an individual with no familial or

business relationship with either CBL or the Government of The Bahamas, and the Trust Declaration conforms with the Commission's requirements governing such arrangements in all respects. *See, e.g., Stratos Global Corporation*, FCC 07-213, released December 7, 2007, ¶¶ 45 *et seq.*; *Tender Offers and Proxy Contests, Policy Statement*, 59 Rad. Reg. 2d (1986). The Trust will terminate 14 days after the occurrence of the first to occur of the following: (a) the sale by BTC of more than 50% of its capital shares to a third party other than the Government of The Bahamas or an instrumentality thereof; (b) the admission of the Commonwealth of The Bahamas to the World Trade Organization; (c) the dilution of the interest in CBL held by the Government of The Bahamas to a level that, if the Trust Shares were transferred to CBL, the combined equity and voting interest of the Government of The Bahamas in CBL would be 25% or less; or (d) the dissolution or liquidation of CBL. Within five days after the occurrence of any of the foregoing events, the Companies will notify the Commission of the termination of the Trust.


As a result of the formation of the Trust, the percentage equity ownership in CBL to be held by the Government of The Bahamas will be 21.39%, below the 25% threshold for foreign carrier affiliation, thereby qualifying the Companies' pending transfer of control applications for streamlined processing. Moreover, upon the transfer of the Columbus shares to the Trust, current members of the CBL Board of Directors representing the interests of Columbus will resign, and the supermajority rights of Columbus will terminate.

## CONCLUSION

For the reasons set forth above and in the Companies' respective applications, the Companies hereby request that the Commission expeditiously grant the Companies' respective transfer of control applications, as amended.

Respectfully submitted,

Caribbean Crossings Ltd  
Trinity Communications Ltd.

By:   
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Email: [eric.fishman@hklaw.com](mailto:eric.fishman@hklaw.com)  
Their Attorney

December 1, 2009

## DECLARATION OF TRUST

This Declaration of Trust ("**this "Declaration"**") is entered, made and effective as of November 30, 2009, by Cable Bahamas Ltd., a company incorporated and carrying on business under the laws of the Commonwealth of The Bahamas (the "**Settlor**") and Dr. Keva Bethel, a resident of the Eastern District of the Island of New Providence, one of the Islands in the Commonwealth of The Bahamas (the "**Trustee**"). The Trust (as such term is defined in Section 1 below) is governed by the provisions of the Trustee Act, Statute Laws of The Bahamas.

WHEREAS, the Settlor proposes to purchase from Columbus Communications Ltd. ("**Columbus**") Five Million Nine Hundred Fifty Four Thousand Six Hundred (5,954,600) of the common shares of the Settlor, representing all of the common shares owned by Columbus (the "**Columbus Shares**"), and deposit five million (5,000,000.00) of the common shares into the Trust; and

WHEREAS, the other current shareholders of the Settlor include two instrumentalities of the Government of The Bahamas, the Treasurer of The Bahamas, and the Bahamas National Insurance Board, which collectively hold 20.35% of the Settlor's common shares; and

WHEREAS, without the trust mechanism created under this Declaration, the percentage of the Settlor's common shares held by instrumentalities of the Government of The Bahamas would increase to 29.2%; and

WHEREAS, the Settlor, through its subsidiaries Caribbean Crossings Ltd. ("**CCL**") and Trinity Communications Ltd. ("**Trinity**") (collectively, the "**Subsidiaries**") holds various licenses and authorizations issued by the United States Federal Communications Commission (the "**FCC**"); and

WHEREAS, the Subsidiaries have pending before the FCC applications seeking approval for the transfer of control of the Settlor from Columbus to the Settlor's remaining shareholders, and

WHEREAS, the rules and policies of the FCC preclude a streamlined processing of the Subsidiaries' applications because (a) the Government of The Bahamas currently owns 100% of the shares of Bahamas Telecommunications Company Ltd. ("**BTC**"), (b) the percentage of the Settlor's common shares to be owned by instrumentalities of the Government of The Bahamas without a trust mechanism would exceed 25%, and (c) the Commonwealth of The Bahamas is not a member of the World Trade Organization ("**WTO**"); and

WHEREAS, the Settlor and the Subsidiaries seek to remove any regulatory obstacles to the purchase by the Settlor of the Columbus Shares; and

WHEREAS, the placement of five million (5,000,000) of the Columbus Shares (the "**Trust Shares**") into the trust created under this Declaration results in instrumentalities of the Government of The Bahamas retaining their 21.39% of the Settlor's common shares; and

WHEREAS, simultaneously with its purchase of the Columbus Shares, the Settlor seeks to cause the legal title to the Trust Shares to be transferred to the Trustee pursuant to the terms of the Trust created hereunder (the "**Transaction**"); and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**1. Creation and Purpose of Trust**

Subject to the terms and conditions hereof, a trust in respect of the Trust Shares is hereby created and established to be known as the Cable Shares Trust (the "**Trust**") under which, upon the execution of this Declaration, (a) the Trust Shares will be transferred to and held by the

Trustee for the benefit of the Settlor, and (b) legal title to the Trust Shares will be held exclusively by the Trustee for the benefit of the Settlor. The Trust shall be irrevocable and shall remain in effect until it is terminated in accordance with Section 8 below (the "**Trust Period**").

## **2. Transfer and Holding of the Trust Shares**

A. Upon the execution of this Declaration, Columbus and the Settlor shall cause the legal title to the Trust Shares to be transferred to the Trustee, and any Power of Attorney, share transfer form or any other form or document representing such Trust Shares or required for the transfer shall be duly endorsed or accompanied by a proper instrument of assignment duly executed and shall be delivered to the Registrar and Transfer Agent for the Settlor such that the Trustee shall be entitled to exercise all voting rights with respect to the Trust Shares and therefore have *de jure* and *de facto* control over such Trust Shares. Trustee shall be provided with confirmation from the Registrar and Transfer Agent that he/she is the legal title holder of the Trust Shares. The Settlor shall not hold legal title to, but shall hold the beneficial ownership in the Trust Shares during the Trust Period.

B. Trustee shall retain the Trust Shares only in accordance with, and subject to the terms and conditions set forth in this Declaration. Trustee shall have no authority to sell, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber the Trust Shares, or any rights therein or thereto, except to the extent otherwise specifically provided in this Declaration.

## **3. Maintenance of Trust Records**

Trustee shall maintain such records and books as are necessary or appropriate to enable Trustee to carry out the terms and conditions of this Declaration.

## **4. Voting and Other Actions by Trustee**

A. During the term of the Trust, all voting rights with respect to the Trust Shares, and the right to take part in or consent to any corporate or shareholder's action of any kind arising out of or relating to the Trust Shares shall be vested exclusively in the Trustee, who shall exercise such rights in his/her absolute discretion in a manner consistent with his/her fiduciary duties, subject to the requirement that the Trustee shall vote the Trust Shares and/or execute written consents to elect members of the Board of Directors of the Settlor who he/she reasonably believes are independent of the Settlor and the Government of The Bahamas, and who confirm that they are independent of the Settlor and the Government of The Bahamas.

B. The Trustee shall cause any director that he/she shall vote in favour of to execute and deliver to the Trustee an agreement, in form and substance acceptable to the Trustee, pursuant to which such director agrees that the director will not communicate with the Government of The Bahamas or its officials or employees regarding the Settlor or the Subsidiaries, including the operations or management of the Settlor or the Subsidiaries; provided that any director may communicate with the Government of The Bahamas regarding regulatory matters in the ordinary course of business between the Settlor, the Subsidiaries and the Government of The Bahamas.

C. No person other than the Trustee shall have any voting rights in respect of the Trust Shares so long as this Declaration is in effect. The Trustee shall have no beneficial ownership in the Trust Shares in his/her capacity as a trustee. The Settlor shall have no legal title, nor the right to vote, nor the right to exercise any right arising under, but shall hold the beneficial ownership in, the Trust Shares during the Trust Period.

D. The Trustee shall provide assistance to the Settlor and the Subsidiaries in the efforts of the Settlor and Subsidiaries to obtain any required regulatory approvals and shall take



all such action as may be reasonably necessary in pursuit of such regulatory approvals. In the event that a third party challenges any such application or filing with respect to such regulatory approvals or the Trustee's legal title or authority to hold legal title to, vote or exercise any right arising under the Trust Shares pursuant to this Declaration, the Trustee shall take all reasonable steps to defend against such challenge, including but not limited to providing such cooperation to the Settlor and the Subsidiaries as the Settlor and the Subsidiaries may require in their defence of any such suit or proceeding.

## **5. Transfer of Trust Shares**

A. At the written request of the Settlor, the Trustee shall cooperate with the Settlor and take such actions as may be necessary or reasonably requested by the Settlor in order to obtain the necessary regulatory approvals to permit the transfer of the legal title to the Trust Shares from Trustee to the Settlor pursuant to Section 5.B below or to an unrelated third party (in any case, the "**Transferee**").

B. Upon the receipt of any required regulatory approvals, or the termination of the Trust pursuant to Section 8, the Trustee shall cause the certificates or other documents representing the legal title to the Trust Shares to be transferred to Transferee, including executing any Power of Attorney, share transfer form or any other document or form require, and shall take all other actions appropriate to effectuate the transfer of the legal title to all rights arising under the Trust Shares to Transferee.

C. Until such time as all of the conditions set forth in Section 5.B are fulfilled, the Trustee shall continue to hold the Trust Shares in trust pursuant to the terms hereof.

D. The Trustee shall have any and all such further powers and shall take such further actions as may be necessary to cause any of the transactions contemplated in Section 5.B

(including, but not limited to, causing to be made such additional regulatory filings and actions related thereto as may be required by the FCC or any other governmental agency) or otherwise to preserve the assets of the Settlor and to fulfill the Trustee's obligations under this Declaration and Trust.

**6. Concerning Trustee**

A. Subject to the provisions of this Declaration, the Trust shall be managed exclusively by the Trustee.

B. The Trustee shall be entitled to receive from the Settlor, as compensation for services as a Trustee hereunder, \$2,000.00 for each month of service. Each such monthly payment shall be made no later than the 15<sup>th</sup> day of the month following the month of service. If this Declaration and the Trust terminate pursuant to Section 8 prior to the last day of a month, that month's payment shall be prorated. In the event the Settlor fails to make a monthly payment to the Trustee by the 15<sup>th</sup> day of the month following the month of service, the Trustee shall have the right, upon written notification to the Settlor, to withdraw an amount equal to the overdue monthly payment from the Expenses Account (as such term is defined in Section 6.C below) and the Settlor shall, as soon as reasonably practicable, replenish the Expenses Account by an amount equal to such amount of overdue monthly payment withdrawn from the Expenses Account by the Trustee.

C. The Trustee is expressly authorized to incur and pay all reasonable charges and other expenses which the Trustee reasonably deems necessary and proper in the performance of the Trustee's duties under this Declaration. On the execution of this Declaration, and on the first day of each of the following twelve (12) consecutive calendar months thereafter, the Settlor shall deposit the sum of \$1,000.00 in a bank account established by the Trustee in the name of the

Trustee of Cable Shares Trust for the primary purpose of paying such charges and expenses (collectively, the "**Expenses Account**"). The Trustee shall provide the Settlor with a monthly statement showing all activities in such Expenses Account during the preceding month, including but not limited to the then-available balance in such Expenses Account, any withdrawals made by the Trustee pursuant to Section 6.B above, any deposits made by the Settlor from distributions or other payments received by the Trustee in accordance with Section 7.A below, and the itemized charges and expenses that were paid by the Trustee from such Expenses Account, and attach copies of reasonable documentation supporting such charges and expenses. In the event the available balance in the Expenses Account is insufficient to pay certain charges or expenses, the Trustee shall notify the Settlor in writing of such fact and may, in its discretion, pay such charges or expenses on behalf of the Trust, in which case the Settlor will reimburse the Trustee for such properly documented charges or expenses. Any such payment shall be made to Trustee promptly, but in no event later than the 30<sup>th</sup> day after submission by the Trustee of an invoice or bill therefor plus appropriate supporting documentation. Upon termination of the Trust in accordance with the terms hereof, the Trustee shall, after deducting all amounts due to him pursuant to Sections 6.B and 6.C, pay any cash balances deposited at the time in the Expenses Account and Deposit Account referred to in Section 7A below to the Settlor.

D. The Settlor hereby agrees to indemnify and hold harmless the Trustee from and against all claims, costs of defense of claims (including reasonable attorneys' fees and disbursements), expenses and liability, including amounts paid to settle an action or satisfy a judgment, incurred by the Trustee in connection with the performance of the Trustee's duties under this Declaration. The Settlor further agrees that it shall assert all its rights against any insurance company or other third party in order to fulfill its indemnification obligations to the

Trustee hereunder. The Settlor shall, upon demand, make advances to the Trustee of all reasonable amounts for which the Trustee seeks indemnification hereunder before the final disposition of the relevant proceeding. If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which the Trustee is named as a party, determines that any amounts claimed hereunder were caused by or resulted from the Trustee's gross negligence or willful misconduct, then the Trustee shall reimburse any funds advanced to him/her pursuant to this indemnity. This Section 6.D shall survive the termination of the Trust.

E. The Trustee shall be free from liability to the Settlor in acting, in accordance with the terms of this Declaration, upon any paper, document or signature believed by the Trustee in good faith to be genuine and to have been signed by the proper party. The Trustee shall not be liable to the Settlor for any error of judgment in any act done or omitted, nor for any mistake of fact or law, nor for anything which the Trustee may do or refrain from doing in good faith except when such error, mistake, act or omission results from the Trustee's gross negligence or willful misconduct. The Trustee may consult with legal counsel, who shall have no business, financial, familial or other relationship with the Settlor, and any action under this Agreement taken or suffered in good faith by the Trustee in accordance with the advice of the Trustee's counsel shall be conclusive on the parties to this Declaration and the Trustee and his/her counsel shall not be the subject of any claim by or liability to the Settlor or its respective successors or assigns. This Section 6.E shall survive the termination of the Trust.

F. The rights and duties of the Trustee hereunder shall terminate upon either the receipt by the Settlor of evidence or knowledge reasonably acceptable to an independent expert of the Trustee's mental or physical incapacity, or upon the Trustee's death or insolvency, or that Trustee has engaged in malfeasance, criminal conduct or wanton or willful neglect or if the

Trustee is adjudged incompetent by a court of competent jurisdiction. Upon being satisfied of the matters set out in the preceding sentence, the Settlor shall appoint a successor trustee in accordance with Section 6.H below. In the event of the removal or resignation of the Trustee, Trustee shall cooperate with the Settlor to ensure that the successor trustee succeeds to all of his/her rights, and obligations under this Declaration, and the Trustee shall take all steps to ensure that the Trust Shares, the Expenses Account and Deposits Account and all balances thereto, and all trust records and books, copies of communications, Trustee deliberation, and records and documents relating to the Expenses Account and Deposits Account are transferred to the successor trustee, and no interest in the Trust Shares held by Trustee nor any of the rights and duties of the mentally or physically incapacitated, deceased or insolvent Trustee may be transferred by will, devise, succession or in any other manner. In the event of the removal or resignation of the Trustee, The Trustee shall cooperate with the Settlor to ensure that the successor trustee succeeds to all of its rights and obligations under this Declaration.

G. The Trustee may resign by giving ninety (90) days' advance written notice of resignation to the Settlor, if and only if a successor Bahamian resident trustee has been appointed (pursuant to Section 6.H below) and such appointment has received any necessary regulatory approval and such approval is no longer subject to review. The Settlor shall not unreasonably delay the appointment of a successor trustee.

H. In the event of the removal, resignation, mental or physical incapacity to act, death or insolvency of the Trustee, he/she shall be succeeded by a successor trustee chosen by the Settlor. Subject to such regulatory approvals as may be required, any successor trustee shall succeed to all of the rights and obligations of the replaced Trustee hereunder by executing the Deed of Appointment and acknowledging the terms of this Declaration.

I. Trustee and any successor trustee designated pursuant to Paragraph H of this Section 6 shall not be an officer, official or employee of the Government of The Bahamas or of the Settlor, and may not have any business or familial relationship (as defined in the FCC Policy Statement in MM Docket No. 85-218, FCC 86-67 (March 17, 1986) with the Settlor or the Government of The Bahamas, or any officer, employee, director or official of the Settlor or the Government of The Bahamas.

**7. Dividends, Distribution of Proceeds of Sales of Shares**

A. In the event the Trustee receives any dividends or other distributions (other than Securities of the Settlor) or interest payments, the Trustee shall deposit all or a portion of such distributions or payments in the Expenses Account so that the balance thereof satisfies the Working Balance, and deposit any remaining portion of such distributions or payment in a separate account (the "**Deposit Account**") to which the Trustee shall hold the legal title to under this Declaration, and the same shall become subject to all of the terms and conditions of this Declaration to the same extent as the Trust Shares acquired by the Trustee pursuant to Section 2.A hereof. For purposes of this Declaration, the term "**Securities**" shall mean any shares or options, warrants or other securities or rights over or convertible or exchangeable into or exercisable for shares or common or preferred equity equivalents, notes, bonds, debentures, and any other instrument evidencing indebtedness.

B. In the event the Trustee receives any Securities of the Settlor in the form of a dividend or other distribution, the Trustee shall hold the legal title to such Securities subject to this Declaration, and the same shall become subject to all of the terms and conditions of this Declaration to the same extent as if they were Trust Shares acquired by the Trustee pursuant to Section 2.A hereof.

C. In the event of the sale of all or substantially all of the assets of the Settlor to a third party, the dissolution or total or partial liquidation of the Settlor, or the sale of any or all of the Trust Shares to a third party, the Trustee shall receive on behalf of the Settlor, the monies, Securities, rights or property that are distributed or are distributable in respect of the Trust Shares, or that are received in exchange for the Trust Shares, and shall promptly distribute such monies, securities, rights or property to the Settlor.

## **8. Termination of Trust**

A. Subject to such regulatory approvals as may be required, this Declaration and the Trust shall terminate fourteen (14) days after the occurrence of the first to occur of the following: (a) the sale by BTC of more than 50% of its capital shares to a third party other than the Government of The Bahamas or an instrumentality thereof, (b) the admission of the Commonwealth of The Bahamas to the World Trade Organization; (c) the dilution of the interest in the Settlor held by the Government of The Bahamas to a level such that, if the Trust Shares were transferred to the Settlor, the combined equity and voting interest of the Government of The Bahamas in the Settlor would be twenty five percent (25%) or less; or (d) the dissolution or liquidation of the Settlor and the distribution of any amount resulting from such dissolution or liquidation to the Settlor as contemplated by Section 7.C of this Declaration.

B. Upon termination of the Trust, the Trustee shall take all steps to ensure that the Expenses Account and Deposit Account and all balances therein and all records pertaining thereto, and all trust records, books, copies of communications, Trustee deliberations, and records and documents relating to the Trust are transferred to the Settlor or to the Transferee as the Settlor may direct.

C. In no event shall the Trust Period exceed the period permitted under the Perpetuities Act.

## **9. Communications**

A. The Trustee and the Settlor shall communicate in writing with one another concerning the implementation of this Declaration and any termination event for the Trust.

B. The Trustee shall, as soon as reasonably practicable, upon the Settlor's written request and to the extent permitted by any applicable laws, rules and regulations, pass on to the Settlor, its lenders and/or auditors in writing any other information relating to the Settlor and/or its lenders to comply with all applicable securities laws and the rules and regulations of pertinent governing authorities or bodies.

C. Under no circumstances shall the Trustee communicate with the Government of The Bahamas or any of its officials or employees regarding the operation or the management of the Settlor or the Subsidiaries, except as required by the laws of The Bahamas.

D. Any communications pursuant to Section 9.A or 9.B shall be in writing.

E. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been duly given when delivered in person or by overnight express or mailed by first-class, registered or certified mail, postage prepaid, or transmitted by telex, telecopy or telegram and addressed to the parties as follows:

If to the Settlor:

President  
Cable Bahamas Ltd.  
Robinson Road  
P.O. Box CB 13050  
Nassau, Bahamas

Telephone: 242-356-8960  
Fax: 242-356-8985



With copies to:

Eric Fishman, Esq.  
Holland & Knight LLP  
195 Broadway, 24<sup>th</sup> Floor  
New York, NY 10007

Telephone: 212-513-3268  
Fax: 212-385-9010

If to Trustee:

Dr. Keva Bethel  
P. O. Box N-1232  
Nassau, Bahamas\_\_\_\_\_

Telephone: 242-324-6192  
email: keva@coralwave.com

or to such other address as any of them by written notice to the others may from time to time designate. Each notice or other communication which shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt, delivery receipt or (with respect to a telex) answerback being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

#### **10. Miscellaneous**

A. This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements, deeds, commitments or understandings with respect to the matters provided for herein. This Declaration may be amended, altered or modified by an instrument in writing duly executed by each of the parties hereto only to the extent necessary to (a) obtain the regulatory approvals required to consummate the Transaction or (b) prevent or cure (i) a violation of FCC rules,

regulations or policies, (ii) a negative effect on regulatory approvals associated with the transfer of the Trust Shares pursuant to Section 5 above, or (iii) a contradiction of the intention of the parties as expressed in the fourth recital hereto.

B. This Declaration shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. Subject to Section 6.H hereof, this Declaration shall not be assignable by the Trustee.

C. If any part of any provision of this Declaration or any other deed, agreement, document or writing given pursuant to or in connection with this Declaration shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining provisions of this Declaration.

D. The headings of the sections of this Declaration are inserted for convenience of reference only and do not form a part or affect the meaning hereof.

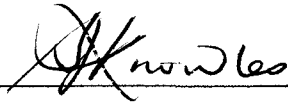
E. This Declaration and the administration of the Trust, the rights and obligations of the parties hereto, and any claims and disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas (not excluding choice of law rules thereof).

F. This Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

G. Trustee shall comply with all applicable rules, regulation and policies of the FCC and other governmental bodies in connection with the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration or caused this Declaration to be duly executed on their behalf as of the date and year first hereinabove set forth.

**IN WITNESS WHEREOF** the Settlor has caused its Common Seal to be hereunto affixed on the date hereinabove written.



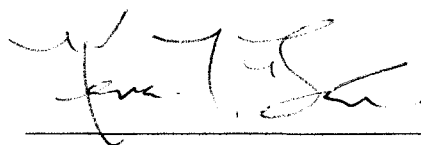
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The Common Seal of **CABLE BAHAMAS LTD.** was affixed hereto by Sandra Knowles a Director of the Company and the said Sandra Knowles affixed his signature hereto in the presence of:



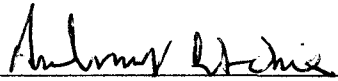
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**IN WITNESS WHEREOF** the Trustee has caused her hand and seal to be hereunto affixed on the date hereinabove written.



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Signed sealed and delivered by the said Dr. Keva Bethel in the presence of:

  
\_\_\_\_\_

Pursuant to Section 6H herein, Successor Trustee hereby acknowledges the terms of this Declaration of Trust.

\_\_\_\_\_  
Successor Trustee

\_\_\_\_\_  
Date

# 8883920\_v7

**CERTIFICATE OF SERVICE**

I, Eric Fishman, hereby certify that I have served copies of the foregoing Consolidated Amendment and Waiver Requests, by hand- or overnight delivery on this 1<sup>st</sup> day of December 2009, to the following:

Ambassador Philip Verveer  
U.S. Coordinator  
Int'l Communications & Information Policy  
Bureau of Economic, Energy & Business Affairs  
U.S. DEPARTMENT OF STATE  
EB/CIP : Room 4826  
2201 C Street, N.W.  
Washington, D.C. 20520-5818

Kathy Smith  
Chief Counsel  
U.S. DEPARTMENT OF COMMERCE/NTIA  
14th Street and Constitution Avenue, N.W.  
Room 4713  
Washington, D.C. 20230

Hillary Morgan  
Deputy General Counsel, Regulatory &  
International Law  
Code RGC  
DEFENSE INFORMATION SYSTEMS AGENCY  
701 South Courthouse Road  
Arlington, Virginia 22204



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Eric Fishman