SECOND AMENDMENT TO THE 22nd OF JUNE 2020 INTERCONNECTION AGREEMENT BETWEEN BELIZE TELEMEDIA LIMITED AND SPEEDNET COMMUNICATIONS LIMITED

THIS AGREEMENT is made on the 1st day of October 2023 (the "Effective Date") by and between:

(1) SPEEDNET COMMUNICATIONS LIMITED, a company duly incorporated and existing under the laws of Belize, and whose principal place of business is situated at 2 ½ Miles, Phillip Goldson Highway, Belize City, Belize (hereinafter referred to as "Speednet") of the One Part

AND

(2) BELIZE TELEMEDIA LIMITED, a company duly incorporated and existing under the laws of Belize, and whose registered office is situated at Esquivel Telecom Center, #1 Saint Thomas Street, Belize City, Belize (hereinafter referred to as "BTL") of the Other Part.

(each of the Speednet and BTL being a "Party" and together the Speednet and BTL are the "Parties").

WHEREAS

- A. The Parties entered into an interconnection agreement on the 22nd of June 2020 (the "Original Agreement"), and which has been approved by the Public Utilities Commission.
- B. Clause 19.1 of the Original Agreement provides that:

Either Party may seek to amend and renegotiate this Agreement by serving on the other Party a review notice if:

...

- 19.1.2 a material change occurs (including without limitation, enforcement action by any regulatory authority and changes to the company constitution of the Parties) which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement.'
- **C.** On the 15th of May 2023, BTL served Speednet with a review notice indicating that BTL is desirous of amending the table at *Paragraph 1.1.3* of *Schedule 1* of the Original Agreement so as to change the contact details of the Parties; and
- **D.** Speednet is also desirous of amending the table at *Paragraph 1.1.3* of *Schedule 1* of the Original Agreement so as to change the contact details of the Parties.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement:

"Agreement"

Means the agreement herein.

"Effective Date"

Means the date of this Agreement.

1.2. Interpretation

1.2.1. The headings contained in this Agreement are for ease of reference only and shall not affect its construction.

2. AMENDMENT TO PARAGRAPH 1.1.3 OF SCHEDULE 1

2.1. Paragraph 1.1.3 of Schedule 1 of the Original Agreement is amended by deleting it in its entirety and replacing it with the following:

The Authorized Representative of the Parties who shall be responsible for matters indicated in this Schedule shall be as follows:

(a) The Speednet Authorized	(b) The BTL Authorized Representative
Representative	
Miguel Ruiz	Leonardo Calle
Head of Department, Networks	Chief Operations Officer
Department	Esquivel Telecom Center
Speednet Communications Limited	#1 Saint Thomas Street
2 ½ Miles Phillip Goldson Highway	Belize City
Belize City	Belize
Belize	
	Email: <u>lcalle@belizetelemedia.net</u>
Email: mruiz@speednet-wireless.com	Telephone: +501 610 - 3007
Telephone: +501 670 - 6199	-

2.2 As of the Effective Date, the Original Agreement shall be read, construed and interpreted as amended by this Agreement.

3. GOVERNING LAWS AND JURISDICTION

- 3.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the Laws of Belize.
- 3.2. The Parties irrevocably agree, subject to *Clause 29* of the Original Agreement, that the Courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the Parties herein have by their duly authorized representatives set their hands the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED for and on behalf of **SPEEDNET COMMUNICATIONS LIMITED**

Dean Boyce

Chairman of the Board of Directors Speednet Communications Limited

Ernesto Torres

Chief Executive Officer

Speednet Communications Limited

SIGNED SEALED AND DELIVERED for and on behalf of **BELIZE TELEMEDIA LIMITED**

Markhelm Lizarraga

Chairman of the Board of Directors

Belize Telemedia Limited

Ivan Tesucum

Chief Executive Officer

ited Belize Telemedia Limited

Witnesses and approved by:

Dean Molina Chairman

Public Utilities Commission