



1  
2 THE FOLLOWING HAS BEEN STATED EARLIER:  
3  
4

- 5 A) The OPTB, of one part and, Titan Corporation of the other part, have  
6 concluded, on 17 August 1999, the Build, Co-operate and Transfer Contract for  
7 a telecommunications network in Benin, the rights and duties under which  
8 have been transferred to Titan Africa (the "BCT", which designates this  
9 contract and the exploitation of the anticipated project at the same time), for  
10 the development and the modernisation of the telecommunications system in  
11 Benin. The carrying out and exploitation of the telecommunications networks  
12 covered by the BCT are within the mission of public service statutorily  
13 assigned to the OPTB, pursuant to article 4 of the decree number 89-156 of 25  
14 April 1989.
- 15  
16 B) Titan Africa, in its capacity of a subsidiary of Titan Corporation has concluded  
17 the facility convention (the "Existing Facility"), on 10 December 1999, with the  
18 six contracting banks which are cited therein (the "Banks").  
19
- 20 C) The BCT was following the previous contracts listed below, in particular (the  
21 "Previous Contracts":  
22  
23 - the partnership agreement for the development and the modernisation  
24 of the telecommunications network in Benin, concluded on 1 February  
25 1996 between Afronetwork Ltd. ("AFN") and the OPTB (the  
26 "Partnership Agreement");  
27  
28 - the implementation contract of the Partnership Agreement, concluded  
29 on 3 August 1998 between the OPTB and AFN, on the installations of  
30 telephony comprising of the land transmission stations "*Very Small*  
31 *Aperture Terminal*" ("VSAT"), of the digital switches and the  
32 equipments of the wireless local loop;  
33  
34 - the contract for the implementation of the Partnership Agreement,  
35 concluded on 31 May 1999, between AFN and Alcatel, for the supply  
36 and services relating to the wireless local loop, digital switches, optic  
37 fibres cable and the GSM equipments;  
38  
39 - the document of 28 July 1999, by which AFN, with the OPTB's consent,  
40 transferred to Titan Corporation the totality of its rights and duties  
41 arising from the Partnership Agreement and from the supply and  
42 services contract above mentioned, dated 31 May 1999.  
43
- 44 D) The situation of the GSM network, anticipated by the BCT on the day of  
45 signing of the instant protocol is as follows:  
46

- 1 a) the equipments of phase I and II of this network, stipulated in article 5.2  
2 of the BCT, were installed by Alcatel, received by Titan and are  
3 operational; the network serves 68,000 subscribers though it was  
4 conceived and installed for a nominal announced capacity of 20,000  
5 subscribers, carried to 50,000 subscribers and forced at 70,000  
6 subscribers;  
7
- 8 b) the immediate extension of this GSM network therefore proves urgent  
9 for the BCT taking into account of a more and more competitive  
10 environment.

11  
12 E) With the aim of solving their dispute relating to the pricing of the investment  
13 constituted by the VSAT stipulated in article 5.1 of the BCT, their conception,  
14 their installation and their rendering into service, the OPTB and Titan have  
15 defined technical specifications and specification of technical acceptance for  
16 the rendering into commercial service of the VSAT.  
17

18 F) Titan Corporation and Titan Africa estimate that their contractual obligations  
19 were correctly fulfilled and that the BCT or the OPTB owe them different sums  
20 against the finance of the VSAT, the expenses for the exploitation of the project  
21 for the years 2000 and 2001 (the "OPEX") as well as the technical assistance  
22 fees ( the "Frais de gestion" or "Management fees").  
23

24 The OPTB estimates that its contractual obligations were correctly fulfilled and  
25 that the BCT or Titan owe it different sums against the moveable or  
26 immoveable property contributed by the OPTB to the BCT.  
27

28 G) Titan has engaged, since November 2002, as much in Benin as in France and in  
29 Monaco, different legal actions as well as an international arbitration  
30 procedure (the "Current Procedures"). The OPTB defended itself in the  
31 totality of the Current Procedures and opposed Titan's counter claims.  
32

33 H) During the negotiations lead between the parties in 2003, the OPTB paid the  
34 BCT the necessary sums to allow the payment of four and a half million US  
35 Dollars ( 4,500,000 USD) by the BCT, on 20 March and 26 July 2003, to Titan  
36 Corporation and Titan Africa, which they accepted for part payment of Titan's  
37 rights on the BCT which were fixed at a lump sum of twenty nine and a half  
38 million US Dollars (29,500,000 USD) resulting from the negotiations lead  
39 between the parties at Cotonou, on 6 and 7 May 2003, in the minutes resulting  
40 from it (the "Minutes of May 2003"). The Minutes of May 2003 has also fixed  
41 at eleven million US Dollars (11,00,000 USD), from which sum of the incomes  
42 from interconnection shall be deducted in accordance with item 1-B) of the  
43 Minutes of May 2003, the rights of the OPT on the BCT.  
44

45 I) The item 3-B) of the Minutes of May 2003 anticipates the conclusion of the  
46 instant protocol.

1  
2 J) In order to solve their disputes finally, the parties got together to conclude the  
3 instant protocol.  
4

5  
6 THIS BEING STATED, IT IS HEREBY AGREED THAT:  
7

8  
9 **Article 1 - Subject matter**  
10

11 The instant protocol of which the preamble and the annexes are an integral part, has  
12 for object :

- 13  
14 (i) to solve the disputes mentioned in the Minutes of May 2003, that is to say, the  
15 payment of the debts of the BCT towards Titan, the payment of the debts of  
16 BCT towards the OPTB, the extension of the GSM network and the refinancing  
17 of the BCT;  
18  
19 (ii) the transfer to the OPTB of the ownership, the management and the operation  
20 of the equipments and services carried out under the BCT, by express  
21 dispensation to article 10 of the BCT;  
22  
23 (iii) the permanent end of the Current Procedures and the litigations between the  
24 parties;  
25  
26 (iv) the amicable modification of the BCT.  
27  
28

29 **Article 2 - The effects of the amicable modification of the BCT**  
30

31 On the day of carrying out of the latest (in time) of the conditions precedent  
32 stipulated in article 3 hereunder, the BCT shall be modified by automatically to  
33 produce henceforth the following effects:  
34

- 35 (i) transfer to the OPTB of the ownership, the management and the operation of  
36 the equipments and services carried out under the BCT, by express  
37 dispensation to article 10 of the BCT;  
38  
39 (ii) transfer to the OPTB of the totality of the assets of the BCT and the totality of  
40 the liabilities of the BCT, except all the liabilities of Titan or its subsidiaries or  
41 its associated structures or persons, it being precised that:  
42  
43 - all the liabilities relating to the installation and the rendering into  
44 service of the VSAT equipments and arisen before this transfer, are  
45 excluded from these transferred liabilities;  
46

- 1 - all the liabilities borne or to be borne by Titan and resulting from the  
2 contentious actions engaged by third parties before this transfer and, in  
3 particular, the charges, expenses, outlay and costs resulting from the  
4 procedure engaged by Alcatel against Titan having the reference "ICC  
5 Case no. 12388/MS Alcatel CIT Vs. Titan", are excluded from these  
6 transferred liabilities;  
7  
8 - the liabilities resulting from an action of Titan taken in the only interest  
9 of the BCT before the transfer under the contractual obligations of  
10 Titan, arisen from the management of the business of the BCT, for the  
11 carrying out and/or the exploitation of the infrastructures of the BCT  
12 (other than the VSAT), except for misconduct, fraud or negligence on  
13 the part of Titan, and in particular, the contractual debt with regard to  
14 Alcatel under the contract for the implementation of the Turnkey  
15 System Purchase Agreement concluded on 8 August 1999 between  
16 Titan Corporation and Alcatel, are included in these transferred  
17 liabilities. Consequently, the OPTB shall take the direction of the  
18 defence or the trial and shall substitute Titan for all the claims made by  
19 third parties against Titan subject to (i) they are founded exclusively on  
20 the contractual obligations related directly to the BCT and that they do  
21 not result from a misconduct, fraud or negligence on the part of Titan;  
22 (ii) Titan has, on good faith, immediately and completely informed the  
23 OPTB about all legal actions of this nature and fully co-operates with  
24 the OPTB for dealing with these legal actions. If such legal actions  
25 occur, the expenses, charges and costs which would result from it for  
26 the OPTB shall be included in the charges of the BCT mentioned in  
27 article 7(ii) of the instant protocol, and shall be deducted from the  
28 incomes of the BCT for calculating the net income to be shared.  
29  
30 (iii) the sharing of the incomes in accordance with the article 7 hereunder;  
31  
32 (iv) authorisation for the OPTB to proceed on the accounts of the BCT, notably on  
33 the Domiciliation Account stipulated by the Existing Facility, to all necessary  
34 operations for the fulfilment of the conditions precedent stipulated in article 3  
35 hereunder;  
36  
37 (v) permanent end of the Current Procedures and respective waivers stipulated in  
38 article 6 hereunder.  
39  
40

### 41 **Article 3 - Conditions precedent for the amicable modification of the BCT**

42

43 The amicable modification of the BCT shall be effective and shall enter into force on  
44 the day of the fulfilment of the latest (in time) of the following conditions precedent :  
45

- 1 (i) joint appointment by the OPTB and Titan of a bank in charge of financing or of  
2 getting financed the operations stipulated by the instant protocol (the  
3 "Mediating Bank"), by a joint mandate which shall be taken by the OPTB  
4 alone on the day of payment to Titan of the sum stipulated in article 5  
5 hereunder; and  
6  
7 (ii) payment to Titan of the sum stipulated in article 5 hereunder; and  
8  
9 (iii) conclusion between the OPTB and Titan of the Agreement on the Sharing of  
10 the Net Revenue of the BCT stipulated in article 7 hereunder; and  
11  
12 (iv) conclusion of an amendment to the Existing Facility, of the one part to make  
13 the OPTB succeed Titan in the rights and duties of Titan established in this  
14 contract and to take into account the modification of the BCT, in particular, for  
15 as far as the Domiciliation Account anticipated by the Existing Facility is  
16 concerned and, of the other part to fix the attributions of the Mediating Bank  
17 under the Existing Facility; and  
18  
19 (v) rendering into service and acceptance of the VSAT, in accordance with the  
20 annex 2 of the instant protocol and with the initial technical specifications of  
21 the SCPC system (after modification of the DAMA system) (the "Technical  
22 Specifications of the VSAT") and to the specifications for the technical  
23 acceptance of the VSAT (the "Specifications for the Technical Acceptance of  
24 the VSAT"), figuring in annex 1 of the instant protocol, it being precised that  
25 this condition precedent is stipulated in the interest of the OPTB only who  
26 could renounce it at its own discretion.  
27  
28

#### 29 **Article 4 - Immediate effects of the signing of the instant protocol**

30

31 The OPTB and Titan agree that the mere fact of signing of the instant protocol shall  
32 have the following immediate effects, independently of the fulfilment of the  
33 conditions precedent stipulated in article 3 here above:  
34

- 35 (i) delegation of the OPTB, by agreement between the parties to the BCT, on one  
36 hand in the payment to Titan of the sum stipulated in the article 5 hereunder  
37 and on the other hand, in the payment to the OPTB of the sum stipulated in  
38 item 1-B) of the Minutes of May 2003;  
39  
40 (ii) authorisation for the OPTB to take all the preparatory measures for the  
41 carrying out of the extension operations of the GSM network;  
42  
43 (iii) prorogation of the suspension of all the Current Procedures till the day of  
44 transfer stipulated in article 2-(i) here above.  
45  
46

#### 47 **Article 5 - Payment of the total debts of the BCT towards Titan**

1  
2 The parties agree that the balance of the total debts of the BCT towards Titan comes  
3 to a global, lump sum and final amount of twenty five million US Dollars (25,000,000  
4 USD).

5  
6 This amount of twenty five million US Dollars (25,000,000 USD) shall be paid to Titan  
7 in the following manner :

- 8  
9 (i) before 26 September 2003, payment of the amount of eleven million US Dollars  
10 (11,000,000 USD) to Titan;  
11  
12 (ii) before 31 October 2003, payment of the amount of fourteen million US Dollars  
13 (14,000,000 USD) to Titan subject to the conditions laid in the annex 2 of the  
14 instant protocol;  
15  
16 (iii) the amounts mentioned in (i) and (ii) shall be paid to Titan only on the account  
17 named by Titan to the OPTB before the payment.  
18

19 Against the payment of the amount of eleven million US Dollars (11,000,000 USD)  
20 stipulated in (i) of this article, Titan shall give to the OPTB its irrevocable  
21 commitment to proceed on the day of the payment of the amount of fourteen million  
22 US Dollars (14,000,000 USD) stipulated in (ii) of this article (subject to the conditions  
23 laid in annex 2 of the instant protocol) and subject to the fulfilment of the conditions  
24 mentioned in article 3 of the instant protocol, to the transfer of the ownership, the  
25 management and the operation of all the equipments and services carried out under  
26 the BCT, by express dispensation of the article 10 of the BCT.  
27  
28

## 29 **Article 6 - End of the Current Procedures - Reciprocal waivers**

30  
31 The amicable modification of the BCT mentioned in article 2 here above shall have  
32 the following immediate effects:

- 33  
34 (i) permanent end of all the Current Procedures by withdrawal of all actions and  
35 proceedings, each party retaining the responsibility of paying its fees,  
36 expenses, outlay and costs which will it have incurred. However, Titan retains  
37 exclusively the charge of the expenses and fees of the arbitral tribunal and the  
38 administrative costs of arbitration which will be billed by the secretariat of the  
39 arbitration court of the international chamber of commerce;  
40  
41 (ii) permanent end of the disputes and litigations having existed or existing  
42 between the parties under the BCT and/or the Existing Facility and/or the  
43 Previous Contracts;  
44  
45 (iii) permanent and irrevocable waiver by each of the parties, with respect to the  
46 other parties of all claims and all past and present actions, notably judicial



1 actions, throughout the world, for all reasons arisen out of these disputes or  
2 litigations or of the conclusion or implementation of the BCT and/or the  
3 Existing Facility and/or the Previous Contracts. In particular, Titan  
4 Corporation and Titan Africa waive, permanently and irrevocably, all claims  
5 and actions, directly or indirectly based on the "Summary of amendments to  
6 the Build, Co-operate and Transfer (BCT) contract for a telecommunications  
7 network between the Office des Postes & Telecommunications du Bénin and  
8 the Titan Corporation" bearing the date 25 June 2001 (the "Summary of 2001")  
9 or on the conditions of its making.

## 10 11 12 **Article 7 - Agreement on the Sharing of the Net Revenue of the BCT**

13  
14 The parties agree to conclude an agreement determining their respective rights on  
15 the net income from the commercial exploitation of the infrastructures of the BCT as  
16 they exist on the day of fulfilment of the conditions precedent stipulated in article 3  
17 here above, after the reception of the VSAT pronounced pursuant to annex 1 of the  
18 instant protocol (the "**Agreement on the Sharing of the Net Revenue of the BCT**").

19  
20 The Agreement on the Sharing of the Net Revenue of the BCT shall be concluded  
21 according to the following conditions :

22  
23 (i) Duration: as stipulated in articles 13.2.1, 13.2.2 and 13.2.3 of the BCT till five  
24 years following the reimbursement of the Existing Facility, which shall be  
25 deemed to have taken place on 30 September 2006.

26  
27 (ii) Basis of assessment: net revenue from the exploitation of the infrastructures of  
28 the BCT:

29  
30 a) revenues from the GSM as they exist for the total number of existing  
31 clients on the day of fulfilment of the conditions precedent stipulated in  
32 article 3 here above; b) the commutation revenues from the subscribers  
33 of the BCT up to the level of the installed capacity of the two switches  
34 on the day of fulfilment of the conditions precedent stipulated in article  
35 3 here above; c) revenues from the fiber optic up to the level of capacity  
36 of the fibre network on the day of fulfilment of the conditions precedent  
37 stipulated in article 3 here above as well as the revenues from the VSAT  
38 coming from the clients of the BCT to the point of complete  
39 development of the VSAT system in accordance with the Technical  
40 Specifications of the VSAT and with the annex 2 of the instant protocol,  
41 and d) revenues coming from the billings of the interconnection  
42 Libercom at the rates as on the day of fulfilment of the conditions  
43 precedent stipulated in article 3 here above.

44  
45 It is precised that for the determination of this net revenue, the following must  
46 be considered as the revenues of he BCT:



- 1 - the incomes resulting from the exploitation of Libercom, including  
2 those resulting from the interconnection and which are fixed after the  
3 exchange of the accounts with the telecommunications operators other  
4 than the OPTB using the infrastructures installed under the BCT;  
5  
6 - the commercial incomes resulting from the rendering into service of the  
7 switches of Savalou and Parakou and which are exclusively related to  
8 the increase in the number of the subscribers and the volume of the  
9 traffic generated by the rendering into service of these switches under  
10 the BCT. The parties recognize that the part of these incomes  
11 corresponding to the amount that the OPTB perceived before the  
12 rendering into service of the switches of Savalou and Parakou under the  
13 BCT or to amount that the OPTB shall perceive from the investments  
14 which it shall carry out after the transfer of the ownership of the  
15 infrastructures, do not constitute the revenues of the BCT, as these parts  
16 go exclusively to the OPTB;  
17  
18 - the incomes resulting form the leasing of the optic fibre;  
19  
20 - the incomes resulting from the exploitation of the VSAT equipments;  
21  
22 - the incomes resulting from the exploitation of the GSM in the perimeter  
23 anterior to its extension carried out by the OPTB following the transfer  
24 of the ownership of the infrastructures of the BCT stipulated in the  
25 instant protocol, excluding the incomes resulting from all investments  
26 made by the OPTB after this transfer of ownership.

27  
28 All the charges affecting the considered infrastructures shall be  
29 deducted from these revenues of the BCT (subject to the applicable  
30 periods for the paying off of the charges as determined in the  
31 Agreement on the Sharing of the Net Revenue of the BCT), amongst  
32 which :

- 33  
34 - the charges resulting from the paying off of the Existing Facility  
35 mobilised for the financing of these infrastructures as defined in the  
36 annex 3 of the instant protocol;  
37  
38 - the charges resulting from the paying off of the bridging loan granted  
39 by the Belgolaise bank to the OPTB (the "Belgolaise Facility") as defined  
40 in the annex 3 of the instant protocol;  
41  
42 - the charges resulting from the paying off of the supplier-credit  
43 consented by ALCATEL;  
44  
45 - the charges resulting from the paying off of the twenty five (25) million  
46 US Dollars that the OPTB will have to call for to pay TITAN;

- 1
- 2 - the charges resulting from the paying off of the eleven million US
- 3 Dollars (11,000,000 USD) in the conditions stipulated in the item 1-B) of
- 4 the Minutes of May 2003 to pay the OPTB;
- 5
- 6 - the charges resulting from the functioning, exploitation, upkeep and
- 7 maintenance of the services and of the equipments of the BCT
- 8 commonly billed on a quarterly basis by the OPTB;
- 9
- 10 - the charges resulting from the taxes and levies of all nature to the
- 11 exploitation of the infrastructures of the BCT;
- 12
- 13 (iii) Rate: By dispensation to the articles 13.2.1, 13.2.2 and 13.2.3 of the BCT,
- 14 after the reimbursement of the Existing Facility and the Belgolaise
- 15 Facility, the net revenues of the BCT shall be shared to the extent of
- 16 sixty percent (60%) for the OPTB and forty percent (40 %) for Titan.
- 17
- 18 (iv) Verification: joint establishment of the list and the periodicity of the
- 19 finance and accounts information which should be communicated by
- 20 the OPTB to Titan, on the costs of the OPTB; Titan reserves to itself the
- 21 right to get periodic verifications and certifications executed by an
- 22 independent auditor named by Titan and on its costs on a list jointly
- 23 made by the parties in the Agreement on the Sharing of the Net
- 24 Revenue of the BCT; verification by the Mediating Bank.
- 25
- 26 (v) Payment : the payment of the respective shares of the Net Revenue of
- 27 the BCT shall intervene according to a periodicity to be defined in the
- 28 Agreement on the Sharing of the Net Revenue and which shall not be
- 29 more than eighteen (18) months.
- 30

31 **Article 8 - Transition and technical assistance contract**

32

33 The parties agree for a transition period of three (3) months from the day of the

34 transfer of the infrastructures of the BCT to the OPTB. During this period, Titan shall

35 ensure the OPTB the communication of information, data and the necessary training

36 to ensure the resumption and the maintenance of the totality of the exploitation of

37 the infrastructures transferred as well as the transfer of the guarantees detained by

38 Titan on these infrastructures. In return of these actions, Titan shall receive for each

39 month exclusively a remuneration of an amount equal to that stipulated on monthly

40 basis for the Opex prior to the transfer.

41

42 After this transition period, the parties agree to study the nature, the consistence and

43 the price of the provision of the services by Titan to the OPTB for the follow up and

44 the technical assistance that the OPTB might ask Titan following the transfer to the

45 OPTB of the ownership, the management and the operation of all the equipments

46 and services carried out under the BCT.

1  
2  
3 **Article 9 - Applicable law**  
4

5 The instant protocol is exclusively governed by the Beninese Law.  
6  
7

8 **Article 10 - Settling of disputes and arbitration clause**  
9

10 The OPTB, of the one part and Titan Corporation and Titan Africa of the other part,  
11 agree to compulsorily seek an amicable settlement to all disputes that could arise  
12 from the instant protocol.  
13

14 By express amendment of the article 17 of the BCT, all disputes arising out of or in  
15 connection with the present protocol, or, more generally, from the contractual  
16 relations between the parties, shall be finally settled under the rules of arbitration of  
17 the international chamber of commerce by an arbitral tribunal constituted of three  
18 arbitrators appointed in accordance with these rules.  
19

20 The place of arbitration is fixed at Paris (France).  
21

22 The languages of the arbitration procedure are French and English. Each party to the  
23 arbitration can express himself indifferently for the oral stage of the procedure and  
24 for the written stages, either in French or in English on its choice, without a  
25 translation in the other language be insisted upon. The documents can also be  
26 produced in French or in English without being accompanied by a translation in the  
27 other language. On the contrary, the documents which would be produced in a  
28 language other than French or English, will have to be, in any event, translated in  
29 French or English.  
30

31 The parties agree expressly that the instant arbitration clause replaces, from the  
32 signing of the instant protocol, the one stipulated in article 17 of the BCT.  
33  
34

35 **Article 11 - Transactional agreement**  
36

37 The instant protocol is equivalent to a transaction in the sense of the clauses of the  
38 articles 2044. Consequently, it has the power of the judged matter between the  
39 parties, on the last resort, in accordance with the provisions of article 2052 of the civil  
40 code.  
41  
42

43 **Article 12 - Notifications**  
44

45 All notification or correspondence under the instant protocol shall be validly carried  
46 out by personal delivery against receipt, or by registered letter asking for an  
47 acknowledgement, or by fax to the following addresses :

- 1  
2 - for the OPTB  
3 address of the head office and the postal address  
4 Commercial Zone "Ganhi", 01 BP 5959, Cotonou, Republic of Benin,  
5 addressed to the Managing Director, fax (00)-(229)-(31.75.55) (addressed to the  
6 Managing Director).  
7  
8 - for Titan Corporation  
9 address of the head office and the postal address  
10 3033 Science Park Road, San Diego, California, 92121 (United States of  
11 America), addressed to the Chairman and CEO, fax (00)-(1) (858) 552-9651  
12 (addressed to the Chairman and CEO).  
13  
14 - for Titan Africa  
15 address of the head office and the postal address  
16 3033 Science Park Road, San Diego, California, 92121 (United States of  
17 America), addressed to the Chairman and CEO, fax (00)-(1) (858) 552-9651  
18 (addressed to the Chairman and CEO).  
19  
20

### 21 **Article 13 - Coming into force**

22  
23 The instant protocol shall come into force on its signing by the parties.  
24

25 On the date of the effect of the amicable modification of the BCT defined in article 3  
26 here above (except for the immediate effects stipulated in article 4 here above and  
27 except for the modification of article 17 of the BCT stipulated in article 10 here above  
28 which will come into force from the signing of the instant protocol), the stipulations  
29 of the instant protocol shall prevail over all the contrary or incompatible terms of all  
30 other contracts or unilateral engagement linking the parties or one of them, in  
31 particular of the BCT (including in the absence of a specific mention of the concerned  
32 articles of the BCT).  
33  
34

### 35 **Article 14 - Number of original copies and registration or authentication**

36  
37 The instant protocol is established and signed in one French version and one English  
38 version in four (4) original copies for both the versions. In case of difference between  
39 these versions, only the French version shall be relied upon.  
40

41 The instant protocol can be submitted to the registration formalities in Benin or to the  
42 formality to be registered in the original records of a notary, at the diligence of the  
43 party who would wish to proceed with these formalities and on its own costs.  
44  
45  
46

1  
2  
3  
4  
5

Cotonou, ... September 2003

/s/ SABI SOUMANOU SANI

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FOR THE OFFICE DES POSTES ET TELECOMMUNICATIONS DU BENIN  
Sabi Soumanou Sani, Managing Director

/s/ OWENS ALEXANDER

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FOR THE TITAN CORPORATION  
Owens Alexander  
Senior Vice President

/s/ OWENS ALEXANDER

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FOR TITAN AFRICA INC.  
Owens Alexander  
President and Chief Executive Officer.

6  
7

1 TRANSLATION / L.L.

2  
3 AGREEMENT ON RECTIFICATION OF DATES CONTAINED IN THE  
4 PROTOCOLE D'ACCORD CADRE BETWEEN OPTB AND Titan Corporation

5  
6 Between:

7  
8 The Office des Postes et Télécommunications du Bénin,  
9 public establishment of industrial and commercial type under Beninese law, having  
10 its headquarters in Cotonou, zone commerciale « Ganhi », 01 BP 5959, represented by  
11 its General Director, Mr. Sabi Soumanou Sanni, duly authorized for purposes of this  
12 document, according to the resolutions of the Board of Directors held on August 20,  
13 2003,

14  
15 hereafter called "OPTB";

16  
17 of the first part:

18  
19 And

20  
21 Acting jointly in regards this document:

22  
23 1. **The Titan Corporation,**

24 Delaware company (United States of America), having its headquarters at  
25 3033 Science Park Road, San Diego, California 92121 (U.S.), represented by its  
26 Senior Vice President, Mr. Owens F. Alexander, duly authorized for purposes  
27 of this document,

28  
29 Hereafter called "**Titan Corporation**", or collectively with Titan Africa Inc.,  
30 "**Titan**";

31  
32 2. **Titan Africa Inc.,**

33 Delaware company (United States), having its headquarters at 3033 Science  
34 Park Road, San Diego, California 92121 (U.S.), represented by its Senior Vice  
35 President, Mr. Owens F. Alexander, duly authorized for purposes of this  
36 document,

37  
38 Hereafter called: "**Titan Africa**" or, collectively with Titan Corporation:  
39 "**Titan**"

40  
41 of the second part.

42  
43 THE FOLLOWING WAS PREVIOUSLY STATED:

- 44  
45 1. OPTB, on the one hand and, on the other hand, Titan Corporation and Titan  
46 Africa have established the terms of a "protocole d'accord cadre concerning  
47 amicable modification of the contract of construction, co-operation and



1 transfer of a telecommunications network concluded August 17, 1999" (the  
2 **Protocole d'Accord**).

3  
4 2. Article 5 (i) of the Protocole d'Accord stipulates, in substance, that before  
5 September 26, 2003, the amount of USD fourteen million (14 000 000 USD) will  
6 be paid to Titan.

7  
8 3. Article 5 (ii) of the Protocole d'Accord stipulates, in substance, that before  
9 October 31, 2003, the amount of USD fourteen million (USD 14 000 000) will be  
10 paid to Titan subject to conditions set in annex 2 of the Protocole

11  
12 4. Because of a gap between the initialing date of the Protocole and its actual  
13 signature, the parties have come together to conclude this Agreement on  
14 rectification of the referenced dates mentioned above.

15  
16 Article 1: Date of first payment to Titan.

17 The date of September 26, 2003 contained in the Protocole d'Accord for payment to  
18 Titan of the sum of eleven million dollars US (USD 11 000 000) becomes henceforth  
19 November 7, 2003.

20  
21 Article 2: Date of second payment to Titan.

22 The date of October 31, 2003, contained in the Protocole d'Accord for the payment to  
23 Titan of the sum of fourteen million US dollars (USD 14 000 000) becomes henceforth  
24 November 28, 2003.

25  
26 Article 3: Validity

27 This Agreement will become valid on signature by the parties.

28  
29 Article 4: Effect

30 From this date, only the dates indicated in this agreement will prevail over those  
31 contained in Article 5 of the Protocole d'Accord.

32  
33  
34 Signed on October 30, 2003.

35  
36 For OPTB:

37  
38 S. Sanni, General Director

39  
40 For Titan Corporation:

41  
42 For Titan Africa:  
43

1 ACCORD PORTANT RECTIFICATION DES DATES CONTENUES DANS LE  
2 PROTOCOLE D'ACCORD CADRE ENTRE L'OPTB ET TITAN  
3

4 Entre :

5  
6 **L'Office des postes et télécommunications du Bénin,**

7 établissement public à caractère industriel et commercial de droit béninois, ayant son  
8 siège à Cotonou, zone commerciale « Ganhi », 01 BP 5959, représenté par son  
9 directeur général, Monsieur Sabi Soumanou Sanni, dûment habilité aux fins des  
10 présentes, conformément aux résolutions du Conseil d'Administration tenu le 20  
11 août 2003,

12 ...

13 ... ci-après dénommé : « **OPTB** » ;

14 ...

15 de première part,

16

17 ...

18 Et

19

20

21 agissant solidairement aux fins des présentes :

22

23 1. **The Titan Corporation,**

24 société de droit de l'État du Delaware (États-Unis d'Amérique), ayant son  
25 siège social au 3033, Science Park Road, San Diego, Californie, 92121 (États-  
26 Unis d'Amérique), représentée par son senior vice-président, Monsieur Owens  
27 F. Alexander, dûment habilité aux fins des présentes,

28

29 ci-après dénommée : « **Titan Corporation** » ou, collectivement avec Titan  
30 Africa Inc. : « **Titan** » ;

31

32 2. **Titan Africa Inc.,**

33 société de droit de l'État du Delaware (États-Unis d'Amérique), ayant son  
34 siège social au 3033, Science Park Road, San Diego, Californie, 92121 (États-  
35 Unis d'Amérique), immatriculée le 16 décembre 1998, représentée par son  
36 président-directeur général, Monsieur Owens F. Alexander, dûment habilité  
37 aux fins des présentes,

38

39 ci-après dénommée : « **Titan Africa** » ou, collectivement avec Titan  
40 Corporation : « **Titan** » ;

41

42 de seconde part.

43

44

45

1  
2  
3 **IL A ETE PREALABLEMENT EXPOSE CE QUI SUI :**  
4

- 5 1. L'OPTB, d'une part et, d'autre part, Titan Corporation et Titan Africa ont arrêté les  
6 termes d'un « protocole d'accord-cadre portant modification amiable du contrat de  
7 construction, de co-exploitation et de transfert d'un réseau de télécommunications  
8 conclu le 17 août 1999 » (le « **Protocole d'Accord** »).  
9
- 10 2. L'article 5 (i) du Protocole d'Accord stipule, en substance, qu'avant le 26 septembre  
11 2003, la somme de onze millions de dollars US (11.000.000 USD) sera réglée à Titan.  
12
- 13 3. L'article 5 (ii) du Protocole d'Accord stipule, en substance, qu'avant le 31 octobre  
14 2003, la somme de quatorze millions de dollars US (14.000.000 USD) sera réglée à  
15 Titan sous réserve des conditions fixées à l'annexe 2 au Protocole.  
16
- 17 4. En raison du décalage entre la date de paraphe du Protocole et de sa signature  
18 effective, les parties se sont rapprochées pour conclure le présent Accord portant  
19 rectification desdites dates sus – énoncées.  
20

21 **Article 1<sup>er</sup> :** Date du 1<sup>er</sup> paiement à Titan

22 La date du 26 septembre 2003 contenue dans le Protocole d'Accord pour le  
23 règlement à Titan de la somme de onze millions de dollars US (11.000.000 USD)  
24 devient désormais le 7 Novembre 2003.  
25

26 **Article 2 :** Date du 2<sup>ème</sup> paiement à Titan

27 La date du 31 octobre 2003, contenue dans le Protocole d'Accord pour le règlement à Titan de  
28 la somme de quatorze millions de dollars US (14.000.000 USD) devient désormais le 28  
29 Novembre 2003.  
30

31 **Article 3 :** Entrée en vigueur

32 Le présent Accord entrera en vigueur à sa signature par les parties.  
33

34 **Article 4 :** Effet

35 A compter de cette date, seules les dates indiquées dans le présent accord  
36 prévaudront sur celles contenues dans l'article 5 du Protocole d'Accord.  
37  
38

1 **Fait à Octobre le 30 2003.**

2

/s/ SABI SOUMANOU SANI

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FOR THE OFFICE DES POSTES ET TELECOMMUNICATIONS DU BENIN  
Sabi Soumanou Sani, Managing Director

**Fait à San Diego le 20 octobre 2003**

/s/ OWENS ALEXANDER

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FOR THE TITAN CORPORATION  
Owens Alexander  
Senior Vice President

/s/ OWENS ALEXANDER

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FOR TITAN AFRICA INC.  
Owens Alexander  
President and Chief Executive Officer.

3