

14. **LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS**

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Your Ref

19 July 2005

Our Ref 034098.0002-MIG

KeyWest Global Telecommunications Berhad
Level 7 Menara Milenium
Pusat Bandar Damansara,
50490
Kuala Lumpur
Malaysia

Dear Sirs

Acquisition of Keywest Communications Inc. ("KCI")

1. We have been requested by KeyWest Global Telecommunications Berhad ("KeyWest") to deliver this opinion in connection with the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad ("Listing Exercise") and the prospectus to be issued pursuant to the Listing Exercise. We are lawyers qualified to practise in the British Virgin Islands and have been asked to advise in connection with the following:
 - (i) a share sale agreement dated 28 July 2004 and a supplemental agreement dated 26 February 2005 entered into between KCI, B-Network Co Ltd ("B-Network") and KeyWest relating to the sale by B-Network to KeyWest of 9,750 ordinary shares in KCI (the "Share Sale Agreements"); and
 - (ii) a Share Sale agreement dated 28 July 2004 entered into between Alexander Wong Shoon Choy and KeyWest relating to the sale by Alexander Wong Shoon Choy to KeyWest of 250 ordinary shares in KCI(together the "Agreements").
2. For the purpose of this opinion, we have examined the following:
 - (a) facsimile copies of the executed Agreements; and
 - (b) (i) the Memorandum and Articles of Association and Certificate of Incorporation of each of KCI and B-Network on file at the British Virgin Islands Registry of Corporate Affairs respectively on 15 March 2005 and 19 April 2005;

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- (ii) a copy of (a) the written resolutions of the sole director of KCI dated 28 February 2005 ratifying, confirming and approving KCI's entry into execution and delivery of the Share Sale Agreements and transfers of the shares from B-Network to KeyWest and from Alexander Wong Shoon Choy to KeyWest (the "**Directors' Resolutions**"); and (b) a copy of the written resolutions of the sole director of B-Network dated 28 February 2005 ratifying, confirming and approving B-Network's entry into the Share Sale Agreements;
 - (iii) original registered agent's certificates for each of KCI and B-Network dated 7 July 2005 and 8 July 2005 respectively identifying the directors and shareholders of each of KCI and B-Network, both issued by Insinger Corporate Services (BVI) Limited, the registered agent for both companies (the "**Registered Agent's Certificates**");
 - (iv) the public records of each of KCI and B-Network on file and available for inspection at the Registry of Corporate Affairs, Road Town, Tortola, British Virgin Islands on 19 July 2005;
 - (v) the records of proceedings on file with, and available for inspection on 19 July 2005 at the High Court of Justice, British Virgin Islands; and
 - (vi) a copy of the written resolutions of the sole member of B-Network ratifying, confirming and approving B-Network's entry into the Share Sale Agreements (the "**B-Network Shareholder Resolutions**").
3. For the purposes of this opinion we have assumed without further enquiry:
- (a) the authenticity of all documents submitted to us as originals, the conformity with the originals thereof of all documents submitted to us as copies or drafts and the authenticity of such originals;
 - (b) the genuineness of all signatures and seals;
 - (c) the accuracy and completeness of all corporate minutes, resolutions and records which we have seen;
 - (d) the accuracy of any and all representations of fact expressed in or implied by the documents we have examined;
 - (e) that the information disclosed in our searches at the British Virgin Islands High Court Registry and of the Registry of Corporate Affairs and our oral enquires at the British Virgin Islands High Court Registry was then accurate and has not since been altered and that such searches did not fail to disclose any information which had been delivered for registration but did not appear from the information available at the time of our searches and that such oral enquiry did not fail to elicit any material information;
 - (f) that the Share Sale Agreements constitute valid, legally binding and enforceable obligations of KCI under the laws of Malaysia by which law they are expressed to be governed;

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- (g) that all the obligations under the Agreements of each party to them other than KCI and B-Network are legal, valid, binding and enforceable in accordance with their terms on that party; and
 - (h) that the information appearing in the Registered Agent's Certificates was correct on the date(s) on which the Directors' Resolutions and in the case of B-Network, the B-Network Shareholder Resolutions were executed, and that the Directors' Resolutions and in the case of B-Network, the B-Network Shareholder Resolutions remain in full force and effect.
4. Based on the foregoing, and subject to the qualifications expressed below, our opinion is as follows:
- (a) KCI is a company duly incorporated with limited liability under the International Business Companies Act and validly existing in good standing under the laws of the British Virgin Islands. The total issued share capital of KCI is US\$10,000 divided into 10,000 ordinary shares of US\$1.00 each. KCI is a separate legal entity and is subject to suit in its own name.
 - (b) KCI has full capacity to enter into and perform its obligations under the Agreements and KCI has taken all necessary action to authorise its entry into the Share Sale Agreements and the exercise of its rights and the performance of its obligations under the Share Sale Agreements to effect the transfers of the shares detailed in the Share Sale Agreements.
 - (c) In the context of foreign equity ownership restrictions:
 - (i) there are no restrictions that would prohibit the transfer of the shares from B-Network to KeyWest; and
 - (ii) there are no restrictions that would prohibit ownership of the shares in KCI by KeyWest.
 - (d) The Share Sale Agreements have been duly executed for and on behalf of KCI pursuant to the Directors' Resolutions.
 - (e) The Share Sale Agreements will be treated by the courts of the British Virgin Islands as the legally binding, valid and enforceable obligations of KCI or, where applicable, B-Network.
 - (f) No consents or authorisations of any government or official authorities of or in the British Virgin Islands are necessary for the entry into and performance by KCI or, where applicable, B-Network of, and the exercise of their respective rights, pursuant to the Share Sale Agreements.
 - (g) The execution and delivery, where applicable, of the Share Sale Agreements by KCI, and the performance of its obligations and the exercise of any of its rights under the Share Sale Agreements, do not and will not conflict with:
 - (i) any law of the British Virgin Islands; or

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- (ii) the Memorandum and Articles of Association of KCI.
- (h) All the issued shares of KCI were validly transferred to KeyWest on February 28, 2005. KeyWest now owns 100% of the issued share capital of KCI.
- (i) No stamp duties or similar documentary taxes imposed by or in the British Virgin Islands are payable in respect of the Share Sale Agreements.
- (j) KCI will not be required by any laws of the British Virgin Islands to make any deduction or withholding from any payment it may make under the Share Sale Agreements.
- (k) There are no government controls or exchange controls in relation to the observance by either of KCI or B-Network of their obligations under the Share Sale Agreements.
- (l) Any final and conclusive monetary judgment for a definite sum obtained against KCI or B-Network in the Courts of Malaysia in respect of the Share Sale Agreements would be treated by the courts of the British Virgin Islands as a cause of action in itself so that no retrial of the issues would be necessary provided that:
 - (i) the Courts of Malaysia had jurisdiction in the matter and KCI, or where applicable, B-Network either submitted to such jurisdiction or was resident or carrying on business within such jurisdiction and was duly served with process;
 - (ii) the judgment given by the Courts of Malaysia was not in respect of penalties, taxes, fines or similar fiscal or revenue obligations of the Company;
 - (iii) in obtaining judgment there was no fraud on the part of the person in whose favour judgment was given or on the part of the Courts of Malaysia;
 - (iv) recognition or enforcement of the judgment in the British Virgin Islands would not be contrary to public policy; and
 - (v) the proceedings pursuant to which judgment was obtained were not contrary to natural justice.
- (m) Neither KCI nor B-Network is entitled to immunity from suit or enforcement of a judgment on the ground of sovereignty or otherwise in the courts of the British Virgin Islands in respect of proceedings against them in relation to the Agreements, and the execution of the Share Sale Agreements and performance of their obligations under the Share Sale Agreements by KCI, or where applicable, B-Network, constitute private and commercial acts.
- (n) Under the laws of the British Virgin Islands, KeyWest will not be deemed to be resident, domiciled or carrying on any commercial activity in the British Virgin Islands or subject to any tax in the British Virgin Islands by reason only of the execution and performance of the Share Sale Agreements nor is it necessary for the execution,

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performance and enforcement of the Share Sale Agreements that KeyWest be authorised or qualified to carry on business in the British Virgin Islands.

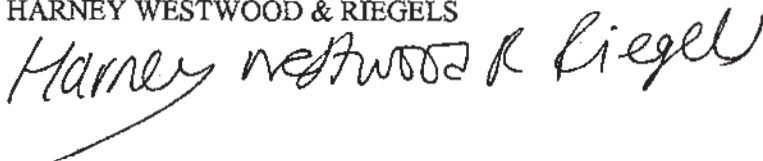
- (o) The choice of the laws of Malaysia as the proper law of the Share Sale Agreements would be upheld as a valid choice of law by the courts of the British Virgin Islands and applied by such courts in proceedings in relation to the Share Sale Agreements as the proper law thereof and the submission by KCI, or where applicable, B-Network to the jurisdiction of the courts of Malaysia is valid.
 - (p) It is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence in proceedings of the obligations of KCI, or where applicable, B-Network or your rights under the Share Sale Agreements that it or any other document be notarised, filed, registered or recorded in the British Virgin Islands.
 - (q) The obligations of KCI under the Share Sale Agreements constitute direct obligations that rank at least *pari passu* with all its other unsecured obligations.
 - (r) No court proceedings pending against KCI are indicated by our searches of the British Virgin Islands High Court Registry referred to at paragraph 2(b)(v).
 - (s) On the basis of our searches of the British Virgin Islands Registry of Corporate Affairs and the British Virgin Islands High Court Registry referred to at paragraphs 2(b)(iv) and 2(b)(v) respectively, no currently valid order or resolution for winding up of KCI and no current notice of appointment of a receiver over KCI or any of its assets appears on the records maintained in respect of KCI at the Registry of Corporate Affairs, but it should be noted that failure to file notice of appointment of a receiver does not invalidate the receivership but merely gives rise to penalties on the part of the receiver.
 - (t) Service of process in the British Virgin Islands on KCI may be effected by leaving at the registered office of KCI the relevant document to be served. On the basis of our search of the British Virgin Islands Registry of Corporate Affairs referred to at paragraph 2(b)(iv), the registered office of KCI is Beaufort House, P.O. Box 438, Road Town, Tortola, British Virgin Islands.
5. This opinion is confined to and given on the basis of the laws of the British Virgin Islands as they are in force at the date of this opinion. We have made no investigation of, and express no opinion on, the laws of any other jurisdiction.
6. The opinions set out above are subject to the following qualifications:
- (a) Rights and obligations may be limited by bankruptcy, insolvency, liquidation, arrangement and other similar laws of the British Virgin Islands of general application affecting the rights of creditors.
 - (b) Claims under the Share Sale Agreements may become barred under the laws relating to limitation of actions in the British Virgin Islands or may be or become subject to defences of set-off or counterclaim.

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- (c) Equitable remedies such as injunctions and orders for specific performance are discretionary and will not normally be available where damages are considered an adequate remedy, that is, where the court is of the opinion that, it is just, in all the circumstances, that a plaintiff should be confined to his remedy in damages.
 - (d) Where obligations are to be performed in a jurisdiction outside the British Virgin Islands they may not be enforceable under the laws of the British Virgin Islands to the extent that such performance would be contrary to public policy under the laws of that jurisdiction.
 - (e) The courts in the British Virgin Islands will determine in their discretion whether or not an illegal or unenforceable provision may be severed.
 - (f) The courts of the British Virgin Islands may refuse to give effect to a provision in respect of the cost of unsuccessful litigation brought before those courts or where the courts themselves have made an order for costs.
 - (g) The term "enforceable" means that a document is of a type and form enforced by the British Virgin Islands courts. It does not mean that each obligation will be enforced in accordance with its terms. Certain rights and obligations may be qualified by inconclusiveness of certificates, doctrines of good faith and fair conduct, the availability of equitable remedies and other matters, but in our view, this qualification would not defeat KeyWest's legitimate expectations in any material respect.
7. This opinion is rendered for your benefit and the benefit of your legal counsel in connection with the Agreements for the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad only. A copy of this opinion, may for information purposes only, and without liability, be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad. It may not be disclosed to or relied on by any other party or for any other purpose.

Yours faithfully

HARNEY WESTWOOD & RIEGELS



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BRUCE BRAGAGNOLO
LAW CORPORATION

BRUCE BRAGAGNOLO
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July 19, 2005

KEYWEST GLOBAL TELECOMMUNICATIONS BERHAD
Level 7, Menara Milenium,
Jalan Damanlea, Pusat Bandar Damansara,
50490 Kuala Lumpur, Malaysia

Dear Sirs

**RE: ACQUISITION OF 100% OF THE ISSUED SHARE CAPITAL OF
KEYWEST NETWORKS (CANADA) INC. ("KNI")**

We have been requested by KeyWest Global Telecommunications Berhad ("KeyWest") to deliver this opinion in connection with the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad.

We have acted as counsel for KNI in connection with the sale by Benjamin Wong (the "Vendor") to KeyWest of a total of 100 Class A Common shares without par value in the capital of KNI (the "KNI Shares") pursuant to a Share Sale Agreement dated July 28, 2004 (the "Agreement") between KeyWest and the Vendor.

In connection with rendering this opinion, we have:

1. examined, among other things,
 - (a) the memorandum and articles of KNI,
 - (b) a certificate dated July 7, 2005 (the "Certificate of Good Standing") issued pursuant to the Canada Business Corporations Act relating to KNI,
 - (c) an original of the resolution passed by the directors of KNI dated February 28, 2005 authorizing the transfer of the KNI Shares from the Vendor to KeyWest, and the issuance of a share certificate for 100 Class A Common shares of KNI in the name of KeyWest ,
 - (d) a copy of the Agreement,
 - (e) original of share certificate number 1A of KNI duly endorsed on the back for transfer,
 - (f) originally executed share certificate 2A of KNI registered in the name of KeyWest,

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- (g) the register of shareholders of TTI on July 7, 2005.
2. considered such questions of law, made such investigations and examined such originals, facsimiles or copies, certified or otherwise identified to our satisfaction, of such additional public and corporate records, records of corporate proceedings, certificates and other documents as we have considered relevant or necessary in order to render the opinion expressed below.

The opinion expressed herein is subject to the following exceptions, qualifications and assumptions:

- (a) we have assumed, with respect to all of the documents examined by us, the genuineness of all signatures, the legal capacity at all relevant times of any individual signing any of such documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to authentic originals of all documents submitted to us as a certified or true copy or as a reproduction (including facsimiles) and the truthfulness and accuracy of the corporate records of KNI and of all certificates of public officials and officers of KNI, not being aware of any reason why the addressees of this opinion would not be entitled to rely on any of the certificates upon which we are relying in rendering this opinion;
- (b) we have assumed that each of the parties to the Agreement other than KNI has all requisite power and authority to enter into, execute, deliver and perform its obligations thereunder and that the Agreement has been authorized, executed and delivered by each of such parties and is a legal, valid and binding obligation of each of them enforceable against each of such parties in accordance with their respective terms;
- (c) in rendering the opinion expressed in paragraph 1 hereof, we have relied solely, without independent investigation, upon the Certificate of Good Standing, a copy of which is attached as schedule A to this opinion
- (d) insofar as our opinion relates to the legality, validity, binding nature or enforceability of the Agreement, and the issuance of the certificates representing the KNI Shares, such opinion is subject to
 - (i) the laws of any jurisdiction, other than the Province of British Columbia and the laws of Canada, which may be considered or given effect to under the laws of the Province of British Columbia in any such determination,
 - (ii) applicable bankruptcy, insolvency and other similar laws affecting the rights of creditors generally, and
 - (iii) the qualification that the granting of equitable remedies such as specific performance and injunctive relief is within the discretion of a court of competent jurisdiction.

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We are solicitors qualified to practice law in the Province of British Columbia and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than the laws of the Province of British Columbia and the laws of Canada applicable therein.

Based on and relying upon the foregoing and subject to the qualifications hereinbefore set forth:

1. KNI is a company incorporated and validly existing under the laws of Canada. KNI is, with respect to its annual report filings with Industry Canada, in good standing.
2. The execution, delivery and performance by the parties under the Agreement will not violate any law of general application in British Columbia.
3. KNI has all requisite corporate power and authority to perform its obligations under the Agreement, to transfer the KNI Shares from the Vendor to KeyWest, and issue the certificate for the KNI Shares.
4. The Agreement, including the representations and warranties of the Vendor contained therein, are enforceable against the Vendor in Canada, despite the applicable law of the Agreement being Malaysian law. The Agreement will be treated by the courts in Canada as legally binding, valid and enforceable obligations of the Vendor.
5. The authorized capital of KNI consists of:
 - an unlimited number of Class "A" shares without par value;
 - an unlimited number of Class "B" shares without par value;
 - an unlimited number of Class "C" Preferred shares without par value;
 - an unlimited number of Class "D" Preferred shares without par value;of which 100 Class "A" shares without par value are validly authorized, created, allotted and issued and are outstanding as at the date hereof. The KNI Shares represent 100% of the issued share capital of KNI.
6. The form and terms of the share certificates representing the KNI Shares have been duly approved by KNI and comply with all the relevant requirements of the *Canada Business Corporations Act*.
7. The KNI Shares have been duly and validly created, allotted and authorized and were issued as fully paid and non-assessable shares.
8. The performance by the Vendor and KeyWest of their obligations under the Agreement, the transfer of the KNI Shares, and the issuance of the certificate for the KNI Shares do not and will not conflict with, and do not and will not result in a breach of, the Memorandum or Articles of KNI, to the best of our knowledge, any

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of the resolutions of its shareholders or directors, or any agreement or instrument to which KNI is a party, or by which it is contractually bound.

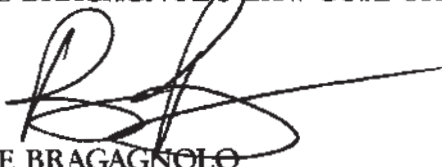
9. All the KNI Shares were transferred to KeyWest on February 28, 2005 and KeyWest is the registered owner of 100% of the issued share capital of KNI.

This opinion relates exclusively to the transaction outlined above and is for the sole use and benefit of the persons to whom it is addressed. Accordingly, this opinion may not be delivered to, or relied upon, by any other person or used in connection with any other transaction without our prior written consent provided however that this opinion letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the Mesdaq Market of Bursa Malaysia Securities Berhad. This opinion is limited to the matters stated herein, and no opinion or belief is implied or may be inferred beyond the matters expressly stated herein.

Yours truly

BRUCE BRAGAGNOLO LAW CORPORATION

Per:



BRUCE BRAGAGNOLO
/AT

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

BRUCE BRAGAGNOLO
LAW CORPORATION

July 19, 2005

KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD
Level 7, Menara Milenium,
Jalan Damanlela, Pusat Bandar Damansara,
50490 Kuala Lumpur,
Malaysia.

Dear Sirs

**ACQUISITION OF 100% OF THE ISSUED SHARE CAPITAL OF TTI INC.
("TTI")**

We have been requested by Key West Global Telecommunications Berhad ("KeyWest") to deliver this opinion in connection with the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad.

We have acted as counsel for Times Telecom Inc., incorporated in British Columbia, Canada, ("TTI"), in connection with the sale by Yong Chon Yew and Liaw Yueh Hwa (collectively, the "Vendors") to KeyWest of a total of 100,000 Class A Common shares in the capital of TTI (the "TTI Shares") pursuant to a Share Sale Agreement dated July 28, 2004 (the "Agreement") among TTI and the Vendors.

In connection with rendering this opinion, we have:

1. examined, among other things,
 - (a) the memorandum and articles of TTI,
 - (b) a certificate dated July 7, 2005 (the "Certificate of Good Standing") issued pursuant to the *Business Corporations Act* (British Columbia) relating to TTI,
 - (c) an original of the resolution passed by the directors of TTI dated February 28, 2005 authorizing the transfer of the TTI Shares from the Vendors to KeyWest, and the issuance of a share certificate for the TTI Shares in the name of KeyWest,
 - (d) a copy of the Agreement,
 - (e) originals of share certificate numbers 2A, 3A, 4A, and 5A cumulatively representing the TTI Shares duly endorsed on the back for transfer,
 - (f) originally executed share certificate 6A of TTI representing the TTI Shares,
 - (g) the register of shareholders of TTI on July 7, 2005.

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2. considered such questions of law, made such investigations and examined such originals, facsimiles or copies, certified or otherwise identified to our satisfaction, of such additional public and corporate records, records of corporate proceedings, certificates and other documents as we have considered relevant or necessary in order to render the opinion expressed below.

The opinion expressed herein is subject to the following exceptions, qualifications and assumptions:

- (a) we have assumed, with respect to all of the documents examined by us, the genuineness of all signatures, the legal capacity at all relevant times of any individual signing any of such documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to authentic originals of all documents submitted to us as a certified or true copy or as a reproduction (including facsimiles) and the truthfulness and accuracy of the corporate records of TTI and of all certificates of public officials and officers of TTI, not being aware of any reason why the addressees of this opinion would not be entitled to rely on any of the certificates upon which we are relying in rendering this opinion;
- (b) we have assumed that each of the parties to the Agreement has all requisite power and authority to enter into, execute, deliver and perform its obligations thereunder and that the Agreement has been authorized, executed and delivered by each of such parties and is a legal, valid and binding obligation of each of them enforceable against each of such parties in accordance with their respective terms;
- (c) in rendering the opinion expressed in paragraph 1 hereof, we have relied solely, without independent investigation, upon the Certificate of Good Standing, a copy of which is attached as schedule A to this opinion;
- (d) insofar as our opinion relates to the legality, validity, binding nature or enforceability of the Agreement, and the issuance of the certificates representing TTI Shares, such opinion is subject to
 - (i) the laws of any jurisdiction, other than the Province of British Columbia and the laws of Canada, which may be considered or given effect to under the laws of the Province of British Columbia in any such determination,
 - (ii) applicable bankruptcy, insolvency and other similar laws affecting the rights of creditors generally, and
 - (iii) the qualification that the granting of equitable remedies such as specific performance and injunctive relief is within the discretion of a court of competent jurisdiction.

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We are solicitors qualified to practice law in the Province of British Columbia and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than the laws of the Province of British Columbia and the laws of Canada applicable therein.

Based on and relying upon the foregoing and subject to the qualifications hereinbefore set forth:

1. TTI is a company incorporated and validly existing under the laws of British Columbia. TTI is, with respect to its annual report filings with the British Columbia Registrar of Companies, in good standing.
2. The execution, delivery and performance by the parties under the Agreement will not violate any law of general application in British Columbia.
3. TTI has all requisite corporate power and authority to transfer the TTI Shares from the Vendors to KeyWest, and issue the certificate for the TTI Shares.
4. The authorized capital of KeyWest consists of 5,000,000 Class A Common shares without par value and 5,000,000 Class B Common shares without par value of which 100,000 Class A Common shares only are validly authorized, created, allotted and issued and are outstanding as at the date hereof. The TTI Shares represent 100% of the issued share capital of TTI.
5. The form and terms of the share certificates representing the TTI Shares have been duly approved by TTI and comply with all the relevant requirements of the *Business Corporations Act* (British Columbia).
6. The TTI Shares have been duly and validly created, allotted and authorized and were issued as fully paid and non-assessable shares.
7. The performance by the Vendors and KeyWest of their obligations under the Agreement, the transfer of the TTI Shares, and the issuance of the certificate for the TTI Shares do not and will not conflict with, and do not and will not result in a breach of, the Memorandum or Articles of TTI, to the best of our knowledge, any of the resolutions of its shareholders or directors, or any agreement or instrument to which TTI is a party, or by which it is contractually bound.
8. All the TTI Shares were transferred to KeyWest on February 28, 2005 and KeyWest owns 100% of the issued share capital of TTI.

This opinion relates exclusively to the transaction outlined above and is for the sole use and benefit of the persons to whom it is addressed. Accordingly, this opinion may not be delivered to, or relied upon, by any other person or used in connection with any other transaction without our prior written consent provided however that this opinion letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad. This opinion is limited to the

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matters stated herein, and no opinion or belief is implied or may be inferred beyond the matters expressly stated herein.

Yours truly
Bruce Bragagnolo Law Corporation
Per


Bruce Bragagnolo

14. **LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)**

BRUCE BRAGAGNOLO
LAW CORPORATION

July 19, 2005

KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD
Level 7, Menara Milenium,
Jalan Damanlela, Pusat Bandar Damansara,
50490 Kuala Lumpur,
Malaysia.

Dear Sirs

PROPOSED LISTING OF KEYWEST GLOBAL TELECOMMUNICATIONS BERHAD ON THE MESDAQ MARKET OF BURSA MALAYSIA SECURITIES BERHAD

We have been requested by Key West Global Telecommunications Berhad ("KeyWest") to deliver this opinion in connection with the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad.

We have acted as counsel for Times Telecom Inc., incorporated in British Columbia, Canada, ("TTI"),

In connection with rendering this opinion, we have considered such questions of law, made such investigations and examined such originals, facsimiles or copies, certified or otherwise identified to our satisfaction, of such additional public and corporate records, records of corporate proceedings, certificates and other documents as we have considered relevant or necessary in order to render the opinion expressed below.

The opinion expressed herein is subject to the following exceptions, qualifications and assumptions:

1. We have assumed, with respect to all of the documents examined by us, the genuineness of all signatures, the legal capacity at all relevant times of any individual signing any of such documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to authentic originals of all documents submitted to us as a certified or true copy or as a reproduction (including facsimiles) and the truthfulness and accuracy of the corporate records of TTI and of all certificates of public officials and officers of TTI, not being aware of any reason why the addressees of this opinion would not be entitled to rely on any of the certificates upon which we are relying in rendering this opinion.

2. The term "enforceable" as used below means that the obligations assumed by TTI under any agreement are of a type which the courts in British Columbia, Canada would

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

generally enforce. It does not mean that the obligations under any agreement will necessarily be enforced in accordance with their terms, in particular:

- (a) the validity, performance and enforcement of the agreement may be limited by statutes of limitation, lapse of time, waiver and by laws relating to bankruptcy, insolvency, reorganisation, liquidation, moratorium arrangements or similar laws affecting creditors' rights generally and claims may be or become subject to set off or counter claim;
- (b) where obligations are to be performed in a jurisdiction outside of Canada, they may not be enforceable in Canada to the extent that performance would be illegal or contrary to public policy under the laws of that jurisdiction;
- (c) enforcement may be limited by general principles of equity - for example, equitable, equitable remedies such as injunction and specific performance, are discretionary and may not be available where damages are considered to be an adequate and appropriate remedy;
- (d) enforcement proceedings are subject to the general jurisdiction of the court in regard to awards of costs, even as against a successful party;
- (e) any provision in any of the agreement providing for the severance of any provision which is illegal, invalid or unenforceable may not be binding under the laws of British Columbia, Canada as it depends on the nature of the illegality, invalidity or unenforceability in question which issue would be determined by a court in British Columbia, Canada at its discretion;
- (f) a court in British Columbia, Canada may refuse to give effect to clauses in any of the agreements in respect of the costs of unsuccessful litigation brought in a court in British Columbia, Canada or where the court itself made an order for costs;
- (g) in appropriate circumstances and at the court's discretion, the courts in British Columbia, Canada may render judgments in foreign currencies (such judgments may, however, have to be converted into local currencies for enforcement purposes);
- (h) the courts in British Columbia, Canada may refuse to accept jurisdiction or stay proceedings in certain circumstances (for example, if the matter concerned is *res judicata*, if litigation is pending in another forum on the same matter or if another forum is more convenient;
- (i) where as party to any of the agreements is vested with a discretion or may determine a matter in its opinion, the law in British Columbia,

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

Canada may require such discretion to be exercised reasonably or that such an opinion is based upon reasonable grounds;

- (j) an obligation to pay an amount may be unenforceable if the amount is held to constitute a penalty;
- (k) we have assumed that the choice of the laws of British Columbia, Canada in the respective agreements is bona fide and not in contravention of public policy. The choice of law governing any agreement will only be recognised and upheld by the courts in British Columbia, Canada provided that the same is bona fide and there being no reasons for avoiding it for reason of contravention of public policy. A choice of law clause may also not be upheld if it was made with the express purpose of avoiding the law of a jurisdiction with which the relevant agreement has the most substantial connection and which, it in the absence of the stated choice of law would have invalidated the relevant agreement or been inconsistent with it;
- (l) failure to exercise a right may be held by a court in British Columbia, Canada to operate as a waiver of that right notwithstanding any provision to the contrary in any of the agreement;
- (m) the effectiveness of any provisions exculpating a party from liability or duty otherwise owed may be limited by law; and
- (n) the terms and conditions of the agreements may be amended, revised, varied and/or supplemented orally or by course of conduct notwithstanding any provisions to the contrary.

3. Save as expressly stated in this opinion, we express no opinion on the accuracy and completeness of any statements or warranties of fact set out in any agreement, which statements and warranties we have not independently verified.

We are solicitors qualified to practice law in the Province of British Columbia and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than the laws of the Province of British Columbia and the laws of Canada applicable therein.

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

Based on and relying upon the foregoing and subject to the qualifications hereinbefore set forth:

Ownership and title to the securities or assets of the Company

1. Subject to qualifications 1, 2 and 3 above, there are generally no restrictions under the laws of British Columbia, Canada that would prohibit the transfer of ownership of shares in the capital of TTI unless such shares are subject to a right of pledge, other encumbrance, lien, charge or other limited right, or if certificates for shares have been issued restricting the transfer of such shares.

2. Under the laws of British Columbia, Canada there are generally no restrictions that would prohibit the transfer of full ownership of any tangible assets and/or intellectual property rights (provided these are transferable), unless such assets are subject to a right of pledge, other limited right or other encumbrance, lien, charge, license agreement or (other) contractual limitations.

Enforceability of agreements, representations and undertakings given by the Company

3. Generally, agreements entered into by a private limited liability company incorporated in British Columbia, Canada, such as TTI, are enforceable in the courts of British Columbia, Canada if the execution, and performance of the agreement by all parties thereto including such company: (i) is duly authorized by all requisite corporate action required by the articles of association and / or by the laws of British Columbia, Canada, (ii) is validly executed by and on behalf of the company by a person authorized to represent the company, (iii) does not violate or contravene (a) any existing provision of, or rule or regulation, under the laws of British Columbia, Canada, and / or (b) any provision of such company's articles of association, and (iv) the agreement has not been entered into by a party with invalidated consent.

This opinion relates exclusively to the transaction outlined above and is for the sole use and benefit of the persons to whom it is addressed. Accordingly, this opinion may not be delivered to, or relied upon, by any other person or used in connection with any other transaction without our prior written consent provided however that this opinion letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad. This opinion is limited to the matters stated herein, and no opinion or belief is implied or may be inferred beyond the matters expressly stated herein.

Yours truly
Bruce Bragagnolo Law Corporation

Per


Bruce Bragagnolo

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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CHEOK SANKARAN HALIM

Advocates & Solicitors
Commissioners for Oaths
Syariah Counsel

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Our Ref: RC.CL/720/03/cl

30th June, 2005

KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

Level 7, Menara Milenium,
Jalan Damanlela, Pusat Bandar Damansara,
50490 Kuala Lumpur,
Malaysia

Dear Sirs,

**RE: KEYWEST COMMUNICATIONS SDN BHD
ADVICE PERTAINING TO OWNERSHIP OF TITLE TO SECURITIES /
ASSETS AND ENFORCEABILITY OF AGREEMENT**

We have been requested to provide this opinion in connection with the proposed listing of Key West Global Telecommunications Berhad ("KeyWest") on the MESDAQ Market of Bursa Malaysia Securities Berhad.

We are solicitors qualified to practice law in Brunei Darussalam and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than the laws of Brunei Darussalam.

We give this opinion based on our review of the Share Sale Agreement between Batrisyia Binti Abdullah ("Vendor") and Keywest Global Telecommunications Berhad ("Purchaser") dated 28 July 2004 ("the Agreement") in relation to the sale of 99 shares in Keywest Communications Sdn Bhd incorporated in Brunei Darussalam ("KCB"). Unless otherwise defined herein or the context requires otherwise, the terms defined in the Agreement shall have the same meaning in this opinion.

...cont'd on pg2

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

30th June, 2005

We have also based our opinion on our review of the following documents:

- Notice of Intention for the sale of the 99 shares from the Vendor to KCB;
- Offer Notice by KCB for the sale of the shares to Mr Alfred Yong;
- Letter by Mr Alfred Yong waiving his rights to purchase the shares and consenting to the Purchaser purchasing the same;
- Instrument of Transfer (Transfer Form) duly executed by the Vendor & Purchaser;
- Board Resolution of KCB approving the transfer of shares;
- Original Share Certificates of the Vendor (now cancelled) and the Purchaser;

In providing this opinion, we have assumed the following :-

- a. that the copy of the Agreement which we have reviewed is true, accurate and complete and that the signatures thereon are genuine;
- b. the capacity, power and authority of each party to the Agreement (and where such party is a corporation, the capacity, power and authority of the person acting on behalf of such corporation) to enter into and to perform their respective obligations under the Agreement;
- c. the correctness of all facts and information stated or given in the Agreement;
- d. that all consents, approvals, permits, licences, exemptions, waivers or orders required from and all filing or registration with any governmental or regulatory body or agency outside Brunei Darussalam and all stamping and other requirements outside Brunei Darussalam in connection with the execution, delivery, performance, legality, validity and enforceability of the Agreement have or will have been duly obtained or fulfilled and are in full force and effect;
- e. that the choice of the laws of Brunei Darussalam to govern the Agreement will be upheld by a Malaysian court;
- f. that there are no provisions of the laws of any jurisdiction outside Brunei Darussalam which would be contravened by the execution, delivery or performance of the Agreement and that, in so far as any obligation under the Agreement falls to be performed in any jurisdiction outside Brunei Darussalam, its performance will not contravene, violate or be affected by any provisions of the laws of such jurisdiction or be contrary to the public policy of that jurisdiction;



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14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

30th June, 2005

- g. in respect of each party which is a corporation, that in entering into the Agreement, such party did so in good faith and for the purposes of carrying on its legitimate business and that, at the time of entering into the Agreement, there were reasonable grounds for the board of directors of such party to believe that such action and the assumption and performance by such party of its obligations under the Agreement would be of commercial benefit to such party;
- h. none of the parties is or will be seeking to achieve any purpose not apparent from the Agreement which might render the Agreement or any of the transactions contemplated therein illegal or void;
- i. the Purchaser has complied with or will comply with all applicable corporate secretarial formalities under the laws of Malaysia in respect of the execution and the performance of its obligations under the Agreement;
- j. in relation to the Vendor, that no petition has been presented, nor order made for her bankruptcy as per the results of the name search conducted in the bankruptcy cause lists on 23rd March, 2005.

The making of the above assumptions does not imply that we have made any enquiry to verify any assumption (other than as expressly stated in this opinion or that we are aware of circumstances which would affect the correctness of any assumption. No assumption specified above is limited by reference to any other assumption.

Based on and subject to the foregoing, to the qualifications set out below and to any matters not disclosed to us which might affect our opinion, we are of the opinion that under the laws of Brunei Darussalam:

- a. the Agreement constitutes valid, legally binding and enforceable obligations of the parties and are enforceable in accordance with its terms;
- b. the execution, delivery and performance by the parties under the Agreement will not violate and law of general application in Brunei Darussalam;
- c. in the context of foreign equity ownership restrictions,
 - (1) there are no legal restrictions that would prohibit the transfer of the Sale Shares by the Vendor to the Purchasers; and



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14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

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- (2) there are no legal restrictions that would prohibit the ownership of the Sale Shares by the Purchaser;

- d. no consent, authorization, licence or approval of, nor registration or filing with, any governmental or public bodies or authorities or courts in Brunei Darussalam is required under the laws of Brunei Darussalam in connection with the execution, delivery, legality, validity, enforceability or admissibility in evidence of the Agreement or the performance by the parties of their obligations under the Agreement;

- e. The 99 shares in KCB were validly transferred from the Vendor to KeyWest on 28 February 2005, and as a result, KeyWest now owns 99% of the issued and paid up capital of KCB;


- f. that all consents, approvals, exemptions or waivers required under the memorandum and articles of association of KCB for the execution, delivery or performance of the Agreement have been duly obtained or fulfilled and are in full force and effect, in particular in relation to Articles 30 to 34:
 - (1) notice has been duly given to Mr Alfred Yong, the other shareholder of KCB, of the Vendor's intention to sell all of her shares; and
 - (2) the said Mr Alfred Yong has waived his rights to purchase the shares and has consented for the Purchaser to purchase the same;

- g. stamp duty and all such documentary tax imposed by the relevant governmental or regulatory authorities in Brunei Darussalam has been duly paid in connection with the execution and delivery of the Agreement and the transfer forms in respect of Sale Shares;

- h. the submission by the parties under the Agreement to the non-exclusive jurisdiction of the courts of Malaysia is valid and binding on the parties; and

Our opinion is subject to the following qualifications:

- a. we do not express or imply any opinion as to any law other than the laws of Brunei Darussalam as are in force at the date of this opinion and we have made no investigation into the laws of any other country or jurisdiction;


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14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

30th June, 2005

- b. no inference shall be made that the Agreement is sufficient for any purpose intended;
- c. our opinion that an obligation or the Agreement is enforceable means that the obligation or Agreement is of a type and form which courts in Brunei Darussalam enforce. It is not to be taken as meaning that the obligation or Agreement can necessarily be enforced in accordance with its terms in all circumstances. In particular:
- (1) the enforcement of the obligations of the parties under the Agreement in Brunei Darussalam may be affected by prescription or lapse of time, bankruptcy, insolvency, liquidation, reorganisation, reconstruction, judicial management or similar laws affecting creditors' rights generally or may be or become subject to a defence of set-off or counter-claim;
 - (2) the power of the courts of Brunei Darussalam to grant equitable remedies such as injunctive relief and specific performance is discretionary and equitable remedies may not be available where damages are considered to be an adequate remedy;
 - (3) the validity or enforceability of the Agreement may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
 - (4) a claim for breach or the enforcement of the Agreement will have to be brought within the applicable limitation period;
 - (5) as regards jurisdiction, a court in Brunei Darussalam may in its discretion stay proceedings in certain circumstances, for example, if concurrent proceedings are brought elsewhere, if the matter concerned is *res judicata*, if litigation is pending in another forum on the same matter or if another forum is more convenient;
 - (6) the leave of the court in Brunei Darussalam is required before service of process can be made outside the jurisdiction in respect of proceedings commenced in Brunei Darussalam;



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14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

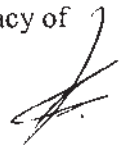
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KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

30th June, 2005

- (7) where a party to the Agreement is vested with a discretion or may determine a matter in its opinion, the laws of Brunei Darussalam may require that such discretion is exercised reasonably or that such an opinion is based upon reasonable grounds;
 - (8) any provision in the Agreement which involves an indemnity for the costs of litigation is subject to the discretion of the courts of Brunei Darussalam to decide whether and to what extent a party to the litigation should be awarded the costs incurred by it in connection with the litigation;
 - (9) the Agreement may be varied, amended or discharged by a further agreement or affected by a collateral agreement which may be effected by an oral agreement or a course of dealing and we are not aware of any such variation, amendment or collateral agreement;
 - (10) application may be made to the High Court in Brunei Darussalam (“**High Court**”) for a judgment, within the meaning of the Reciprocal Enforcement of Foreign Judgments Act (Cap. 177) of the laws of Brunei Darussalam (the “**REFJ Act**”), of the High Court of Malaysia to be registered in the High Court in accordance with the provisions of the REFJ Act and The Rules of Court. The High Court, in considering the merits of such an application, will consider the circumstances of the case and may order the registration of such judgment if the provisions of the REFJ Act do not otherwise prohibit such judgment from being registered;
 - (11) in appropriate circumstances, the courts of Brunei Darussalam may render judgments in foreign currencies (such judgments may, however, have to be converted into local currency for enforcement purposes);
 - (12) failure to exercise a right within a reasonable time may operate as waiver of that right notwithstanding a provision to the contrary; and
 - (13) the courts of Brunei Darussalam may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant or where the Brunei Darussalam court has itself made an order of costs;
- d. we have not investigated nor rendered any opinion on the accuracy or adequacy of any statement of fact, warranty or representation made in the Agreement;



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14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD

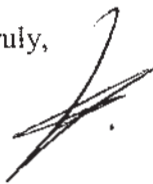
30th June, 2005

- e. except as may be expressly described herein, we have not undertaken any independent investigation to determine the existence or absence of any facts and no inference as to our knowledge of the existence or absence of such facts should be drawn from our serving as counsel in giving this opinion; and
- f. we express no opinion as to financial and accounting matters or the tax consequences of the transactions contemplated by the Agreement.

This opinion is effective and correct as at 30 June 2005 and is given on the basis that there will be no amendment to or termination or replacement of the Agreement or amendment to the laws of Brunei Darussalam after 30 June 2005. This opinion is also given on the basis that we undertake no responsibility to notify you of any change in the laws of Brunei Darussalam after 30 June 2005. This opinion does not constitute any implication that there has been no change in the affairs of the parties under the Agreement after 30 June 2005 and may not be relied on as containing any confirmation of matters stated herein after that date.

This opinion is addressed to you solely for your benefit in connection with the Agreement only and may not be disclosed or quoted to or relied upon by any other person, without our prior written consent in each specific case provided however that this opinion letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad. No other person into whose possession a copy of this opinion comes may reply on this opinion, without our express written consent addressed to him. Notwithstanding the foregoing, this letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad, on the basis that it is for disclosure purposes only and may not be relied upon by any party other than you.

Yours truly,



CHEOK SANKARAN HALIM
Advocates & Solicitors

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

Preston|Gates|Ellis LLP

June 30, 2005

Key West Global Telecommunications Berhad
Level 7, Menara Millennium
Jalan Damanlela, Pusat Bandar Damansara
50490 Kuala Lumpur
Malaysia

Re: Keywest Communications (USA) Inc. and Times Telecom (USA) Inc.
1. **Ownership and title to the securities or assets**
2. **Enforceability of agreements, representations and undertakings**

Ladies and Gentlemen:

You have requested that we provide Key West Global Telecommunications Berhad ("KeyWest") this letter in connection with Key West's proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad. Specifically, you have asked that we advise you on the current position under the federal laws of the United States and the laws of the State of Washington (collectively, the "Covered Law") regarding ownership and title to the securities or assets of the following subsidiaries of KeyWest: Keywest Communications (USA) Inc., a Nevada corporation ("KUSA"), and Times Telecom (USA) Inc., a California corporation ("TTUSA"). In addition, you have asked us to provide you with advice on the general enforceability under the Covered Law of agreements, representations and undertakings given by KUSA and TTUSA.

Subject to the qualifications and limitations set out herein, we hereby advise you as follows:

Ownership and title to the securities or assets of the Company

There are generally no restrictions under the Covered Law that would prohibit the transfer of ownership of shares in the capital of KUSA or TTUSA to an affiliated company with common ownership unless such shares are subject to a right of pledge, other encumbrance, lien, charge or other limited right, or if a shareholders' agreement or other contractual limitations applied to such shares restricting their transfer.

Under the Covered Law, there are generally no restrictions that would prohibit the transfer of full ownership of any tangible assets and/or intellectual property rights (provided these are transferable) from KUSA or TTUSA to an affiliated company with common ownership, unless such assets are subject to a right of pledge, other limited right or other encumbrance, lien, charge, license agreement or (other) contractual limitations.

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14. **LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)**

Key West Global Telecommunications Berhad
June 30, 2005
Page 2

Enforceability of Agreements, Representations and Undertakings

Generally, an agreement entered into by a company incorporated in a jurisdiction within the United States, such as KUSA and TTUSA, is enforceable in the federal or state courts of the United States if: (i) the execution and performance of the agreement by the parties thereto are duly authorized by all requisite corporate action on behalf of the constituent entities, (ii) the agreement is validly executed and delivered by and on behalf of each of the constituent entities, (iii) the agreement represents a mutual understanding of the parties for which valid consideration is delivered and received, (iv) there is sufficient nexus of the constituent entities to or with the jurisdiction in which the contract is to be enforced, and (v) the contract does not violate or contravene (a) any existing provision of, or rule, regulation or public policy of the jurisdiction in which the contract is to be enforced, or (b) any provision of such company's articles or certificate of incorporation or bylaws, and (vi) the contract remains valid and no party has terminated or otherwise invalidated such contract.

Qualifications and Limitations

Our advice herein is subject to the following qualifications and limitations:

(1) The term "enforceable" as used above means that the obligations assumed by a corporation under any agreement are of a type that the courts of the United States would generally enforce. It does not mean that the obligations under any agreement will necessarily be enforced in accordance with their terms, in particular:

- (a) the validity, performance and enforcement of an agreement may be limited by statutes of limitation, lapse of time, waiver and by laws relating to fraudulent conveyance, bankruptcy, insolvency, reorganization, liquidation, moratorium arrangements or similar laws affecting creditors' rights generally and claims may be or become subject to set off or counterclaim;
- (b) where obligations are to be performed in a jurisdiction outside of the United States, they may not be enforceable in the United States to the extent that performance would be illegal or contrary to public policy under the laws of that jurisdiction;
- (c) enforcement may be limited by general principles of equity - for example, equitable, equitable remedies such as injunction and specific performance, are discretionary and may not be available where damages are considered to be an adequate and appropriate remedy;
- (d) enforcement proceedings are subject to the general jurisdiction of the court in regard to awards of costs, even as against a successful party;

14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

Key West Global Telecommunications Berhad
June 30, 2005
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- (e) any provision in an agreement providing for the severance of any provision which is illegal, invalid or unenforceable may not be binding under the Covered Law as it depends on the nature of the illegality, invalidity or unenforceability in question which issue would be determined in the discretion of the court;
- (f) the federal courts of United States may refuse to accept jurisdiction or stay proceedings in certain circumstances (for example, if the matter concerned is *res judicata*, if litigation is pending in another forum on the same matter, if another forum is more convenient, or if it fails to meet federal jurisdictional thresholds);
- (g) the federal courts of United States may refuse to accept jurisdiction or stay proceedings in certain circumstances (for example, if the matter concerned is *res judicata*, if litigation is pending in another forum on the same matter, if another forum is more convenient, or if it fails to meet federal jurisdictional thresholds);
- (h) enforceability of any particular contractual obligation is subject to applicable choice of law doctrine and any particular obligation may not satisfy such doctrine in a particular jurisdiction if, for example, another jurisdiction has greater ties to or interest in a particular transaction;
- (i) failure to exercise a right may be held by a court to operate as a waiver of that right notwithstanding any provision to the contrary in any agreement;
- (j) the effectiveness of any provisions exculpating a party from liability or duty otherwise owed may be limited by law;
- (k) subject to certain exceptions, the terms and conditions of the agreements may be amended, revised, varied and/or supplemented orally or by course of conduct notwithstanding any provisions to the contrary;
- (l) an obligation to pay an amount may be unenforceable if the amount is held to constitute a penalty;
- (m) a contract may not be enforced to the extent it is determined to be an improper restraint of trade, or a violation of an applicable treaty or free trade agreement; and
- (n) a contract may be found to be non-assignable if it, by its terms, prohibits assignment or if the contract contemplates performance by a particular entity or party.

14. **LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)**

Key West Global Telecommunications Berhad
June 30, 2005
Page 4

(2) We express no opinion as to tax laws under the federal laws of the United States, Washington law, or laws of state of incorporation of KUSA or TTUSA, or any other jurisdiction, which may pertain to any share or asset transfer and could be regarded as a restriction thereon.

(3) Under the federal laws of the United States, there are comprehensive regulations and statutes which could pertain to a transfer of shares of capital of KUSA or TTUSA generally under the subjects of securities regulation; technology transfer restrictions as to ownership; utility regulation and transfer of licenses; and the principles of regulation and approval under the Hart Scott Rodino Act ("HSR"). The transfer of shares of KUSA or TTUSA to an affiliated company with common ownership would be subject to such regulations, but may well be exempt by provisions applicable at the time, the determination of which depends upon actual circumstances beyond the scope of this opinion. Similarly, the regulation of such subjects under the laws of Washington, or the states of incorporation for KUSA or TTUSA, are beyond the scope of this opinion.

(4) We are lawyers qualified to practice law in the State of Washington and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than the Covered Law.

(5) This letter sets out our advice on the specified matters under laws of general application under the Covered Law as at the date hereof. We have not made any investigation of, and do not express any views on, the laws of any other jurisdictions.

(6) We do not express or imply any advice as to matters of fact, and for the purpose of this advice, we have not reviewed any documents nor the facts of any specific circumstances. Our advice only covers matters considered from a legal perspective and is not intended to cover any matters to be considered from a factual, tax, financial, commercial or accounting perspective.

This advice is addressed to you solely for your benefit and the benefit of your legal advisors in connection with the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad and may not be disclosed or quoted to or relied upon by any other person. Notwithstanding the foregoing, this letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad, on the basis that it is for disclosure purposes only and may not be relied upon by any party other than you.

This letter speaks as to the matters as of the date hereof and we assume no responsibility for changes in law, regulations, facts or circumstances after the date of this letter. We have no duty, and undertake no duty, to update this letter.

PRESTON GATES & ELLIS LLP



14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

Preston|Gates|Ellis

SOLICITORS

普蓋茨律師事務所

Our Ref: 51322-00001/VSKM
Our Email: steveman@prestongates.com.hk
Date: 30 June 2005

KEY WEST GLOBAL TELECOMMUNICATIONS BERHAD
Level 7, Menara Milenium
Jalan Damanlela, Pusat Bandar Damansara
50490 Kuala Lumpur
Malaysia

Dear Sirs

Re: Keywest Communications (HK) Limited (“KCHK”)

1. **Ownership and title to the securities or assets of the Company**
2. **Enforceability of agreements, representations and undertakings given by the Company**

1. We have been advised that Key West Global Telecommunications Berhad (“KeyWest”) is proposed to be listed on the MESDAQ Market of Bursa Malaysia Securities Berhad and that it has, amongst others, a wholly-owned subsidiary, Keywest Communications (HK) Limited (“KCHK”), which is a private limited liability company incorporated under the laws of Hong Kong.

We have been requested by KeyWest to advise on the current position under Hong Kong law regarding ownership and title to the securities or assets of KCHK and the general enforceability of agreements, representations and undertakings given by KCHK.

2. Ownership and title to the securities or assets of the Company

Subject to the qualifications set out herein, there are generally no restrictions under the laws of Hong Kong that would prohibit the transfer of ownership of shares in the capital of KCHK unless such shares are subject to a right of pledge, other encumbrance, lien, charge or other limited right, or if a shareholders’ agreement or other contractual limitations applied to such shares restricting their transfer.

Under the laws of Hong Kong there are generally no restrictions that would prohibit the transfer of full ownership of any tangible assets and/or intellectual property rights (provided these are transferable), unless such assets are subject to a right of pledge, other limited right or other encumbrance, lien, charge, license agreement or (other) contractual limitations.

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14. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

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3. Enforceability of Agreements, Representations and Undertakings

Agreements, representations and undertakings given by a company incorporated under the laws of Hong Kong are generally enforceable in the courts of Hong Kong in accordance with their terms unless:

- (i) the validity, performance and enforcement is limited by statutes of limitation, lapse of time, waiver and laws relating to bankruptcy, insolvency, reorganisation, liquidation, moratorium arrangements or similar laws affecting creditors' rights generally; and
- (ii) where the obligations are illegal or contrary policy.

4. Qualifications

Our opinion is subject to the following qualifications;

- (1) the term "enforceable" as used above means that the obligations assumed by KCHK under any agreement are of a type which the courts of Hong Kong would generally enforce. It does not mean that the obligations under any agreement will necessarily be enforced in accordance with their terms, in particular:
 - (a) the validity, performance and enforcement of an agreement may be limited by statutes of limitation, lapse of time, waiver and by laws relating to bankruptcy, insolvency, reorganisation, liquidation, moratorium arrangements or similar laws affecting creditors' rights generally and claims may be or become subject to set off or counterclaim;
 - (b) where obligations are to be performed in a jurisdiction outside Hong Kong, they may not be enforceable in Hong Kong to the extent that performance would be illegal or contrary to public policy under the laws of that jurisdiction;
 - (c) enforcement may be limited by general principles of equity - for example, equitable, equitable remedies such as injunction and specific performance, are discretionary and may not be available where damages are considered to be an adequate and appropriate remedy;
 - (d) enforcement proceedings are subject to the general jurisdiction of the court in regard to awards of costs, even as against a successful party;
 - (e) any provision in an agreement providing for the severance of any provision which is illegal, invalid or unenforceable may not be binding under the laws of Hong Kong as it depends on the nature of the illegality, invalidity or

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unenforceability in question which issue would be determined by a court of Hong Kong at its discretion;

- (f) in appropriate circumstances and at the court's discretion, the courts of Hong Kong may render judgments in foreign currencies (such judgments may, however, have to be converted into local currencies for enforcement purposes);
- (g) the courts of Hong Kong may refuse to accept jurisdiction or stay proceedings in certain circumstances (for example, if the matter concerned is *res judicata*, if litigation is pending in another forum on the same matter or if another forum is more convenient;
- (h) an obligation to pay an amount may be unenforceable if the amount is held to constitute a penalty;
- (i) we have assumed that the choice of the laws of Hong Kong in any agreement is bona fide and not in contravention of public policy. The choice of law governing any agreement will only be recognised and upheld by the courts of Hong Kong provided that the same is bona fide and there being no reasons for avoiding it for reason of contravention of public policy;
- (j) failure to exercise a right may be held by a court of Hong Kong to operate as a waiver of that right notwithstanding any provision to the contrary in any agreement;
- (k) the effectiveness of any provisions exculpating a party from liability or duty otherwise owed may be limited by law; and
- (l) the terms and conditions of the agreements may be amended, revised, varied and/or supplemented orally or by course of conduct notwithstanding any provisions to the contrary.

5. General

We are solicitors qualified to practice law in the Hong Kong and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than the laws of Hong Kong.

This letter sets out our advice on the specified matters under Hong Kong laws of general application as at the date hereof. We have not made any investigation of, and do not express any views on, the laws of any other countries.

We do not express or imply any opinion as to matters of fact, and for the purpose of this advice, we have not reviewed any documents nor the facts of any specific

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circumstances. Our advice only covers matters considered from a legal perspective and is not intended to cover any matters to be considered from a tax, financial, commercial or accounting perspective.

This advice is addressed to you solely for your benefit and the benefit of your legal advisors in connection with the proposed listing of KeyWest on the MESDAQ Market of Bursa Malaysia Securities Berhad only and may not be disclosed or quoted to or relied upon by any other person, without our prior written consent in each specific case. Notwithstanding the foregoing, this letter may be included in KeyWest's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad, on the basis that it is for disclosure purposes only and may not be relied upon by any party other than you.

Yours faithfully



PRESTON GATES & ELLIS