

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
<b>Appendix A - Pole Attachment Fees</b>					
<u>Item 1 – Annual Attachment Fee.</u>	A. Annual Attachment Fee for the initial period shall be C\$ [REDACTED] per foot per Attachment as per Appendix C.	A. Annual Attachment Fee for the initial period shall be C\$ [REDACTED] per foot per Attachment as per Appendix C.	A. Annual Attachment Fee for the initial period shall be C\$ [REDACTED] per foot per Attachment <u>plus the Reservation Fee</u> as per Appendix C.	A. Annual Attachment Fee for the initial period shall be C\$ [REDACTED] per foot per Attachment <u>plus the Reservation Fee</u> as per Appendix C.	A. Annual Attachment Fee for the initial period shall be C\$ [REDACTED] per foot per Attachment <u>as per Appendix C plus the Annual Electricity Charge of [REDACTED] for each CCTV Attachment if applicable.</u>
	B. Annual Attachment Fee shall be payable quarterly in advance on the first day of January, April, July and October (prorated on a daily basis for any period being less than a calendar quarter) and may be revised annually based on Owner Utility’s annual financial results as specified in Item 4 below.	B. Annual Attachment Fee shall be payable quarterly in advance on the first day of January, April, July and October (prorated on a daily basis for any period being less than a calendar quarter) and may be revised annually based on Owner Utility’s annual financial results as specified in Item 4 below.	B. Annual Attachment Fee shall be payable quarterly in advance on the first day of January, April, July and October (prorated on a daily basis for any period being less than a calendar quarter) and may be revised annually based on Owner Utility’s annual financial results as specified in Item 4 below.	B. Annual Attachment Fee shall be payable quarterly in advance on the first day of January, April, July and October (prorated on a daily basis for any period being less than a calendar quarter) and may be revised annually based on Owner Utility’s annual financial results as specified in Item 4 below.	B. Annual Attachment Fee shall be payable quarterly in advance on the first day of January, April, July and October (prorated on a daily basis for any period being less than a calendar quarter) and may be revised annually based on Owner Utility’s annual financial results as specified in Item 4 below.
	C. Annual billing amount will be determined based on Annual Attachment Fee times the number of Attachments. The number of Attachments will be determined based on the procedures specified in Item 5 below.	C. Annual billing amount will be determined based on Annual Attachment Fee times the number of Attachments. The number of Attachments will be determined based on the procedures specified in Item 5 below.	C. Annual billing amount will be determined based on Annual Attachment Fee times the number of Attachments. The number of Attachments will be determined based on the procedures specified in Item 5 below.	C. Annual billing amount will be determined based on Annual Attachment Fee times the number of Attachments. The number of Attachments will be determined based on the procedures specified in Item 5 below.	C. Annual billing amount will be determined based on Annual Attachment Fee times the number of Attachments. The number of Attachments will be determined based on the procedures specified in Item 5 below.
	D. All Attachments must be specified in an approved Permit. Any Attachments not	D. All Attachments must be specified in an approved Permit. Any Attachments not	D. All Attachments must be specified in an approved Permit. Any Attachments not	D. All Attachments must be specified in an approved Permit. Any Attachments not	D. All Attachments must be specified in an approved Permit. Any Attachments not

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.
	E. Attaching Utility or its Affiliate may Overlash an existing Attachment and such Overlash will not be considered an additional Attachment, provided that such Overlash is specified in an approved Permit. Any Overlash by the Attaching Utility or its Affiliate not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	E. Attaching Utility or its Affiliate may Overlash an existing Attachment and such Overlash will not be considered an additional Attachment, provided that such Overlash is specified in an approved Permit. Any Overlash by the Attaching Utility or its Affiliate not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	E. Attaching Utility or its Affiliate may Overlash an existing Attachment and such Overlash will not be considered an additional Attachment, provided that such Overlash is specified in an approved Permit. Any Overlash by the Attaching Utility or its Affiliate not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	E. Attaching Utility or its Affiliate may Overlash an existing Attachment and such Overlash will not be considered an additional Attachment, provided that such Overlash is specified in an approved Permit. Any Overlash by the Attaching Utility or its Affiliate not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.	E. Attaching Utility or its Affiliate may Overlash an existing Attachment and such Overlash will not be considered an additional Attachment, provided that such Overlash is specified in an approved Permit. Any Overlash by the Attaching Utility or its Affiliate not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 below.
	F. Annual billing amount will be billed in quarterly installments.	F. Annual billing amount will be billed in quarterly installments.	F. Annual billing amount will be billed in quarterly installments.	F. Annual billing amount will be billed in quarterly installments.	F. Annual billing amount will be billed in quarterly installments.
	G. Each Attachment shall be counted in the calculation of the annual billing amount as of the date of approval by the Owner Utility of the associated Permit. For	G. Each Attachment shall be counted in the calculation of the annual billing amount as of the date of approval by the Owner Utility of the associated Permit. For	G. Each Attachment shall be counted in the calculation of the annual billing amount as of the date of approval by the Owner Utility of the associated Permit. For	G. Each Attachment shall be counted in the calculation of the annual billing amount as of the date of approval by the Owner Utility of the associated Permit. For	G. Each Attachment shall be counted in the calculation of the annual billing amount as of the date of approval by the Owner Utility of the associated Permit. For

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	billing purposes, each Permit shall be deemed to be in effect for the entire calendar quarter in which it was approved. For Attachments added during the year, the Annual Attachment Fee will be pro-rated quarterly.	billing purposes, each Permit shall be deemed to be in effect for the entire calendar quarter in which it was approved. For Attachments added during the year, the Annual Attachment Fee will be pro-rated quarterly.	billing purposes, each Permit shall be deemed to be in effect for the entire calendar quarter in which it was approved. For Attachments added during the year, the Annual Attachment Fee will be pro-rated quarterly.	billing purposes, each Permit shall be deemed to be in effect for the entire calendar quarter in which it was approved. For Attachments added during the year, the Annual Attachment Fee will be pro-rated quarterly.	billing purposes, each Permit shall be deemed to be in effect for the entire calendar quarter in which it was approved. For Attachments added during the year, the Annual Attachment Fee will be pro-rated quarterly.
<u>Item 2 – Unauthorized Attachment Fee.</u>	A. Any Attachment or Overlash made by Attaching Utility or its Affiliate to a Pole owned by Owner Utility prior to approval of Permit by Owner Utility or without specifying the Attachment or Overlash in an approved Permit shall be considered an Unauthorized Attachment.	A. Any Attachment or Overlash made by Attaching Utility or its Affiliate to a Pole owned by Owner Utility prior to approval of Permit by Owner Utility or without specifying the Attachment or Overlash in an approved Permit shall be considered an Unauthorized Attachment.	A. Any Attachment or Overlash made by Attaching Utility or its Affiliate to a Pole owned by Owner Utility prior to approval of Permit by Owner Utility or without specifying the Attachment or Overlash in an approved Permit shall be considered an Unauthorized Attachment.	A. Any Attachment or Overlash made by Attaching Utility or its Affiliate to a Pole owned by Owner Utility prior to approval of Permit by Owner Utility or without specifying the Attachment or Overlash in an approved Permit shall be considered an Unauthorized Attachment.	A. Any Attachment or Overlash made by Attaching Utility or its Affiliate to a Pole owned by Owner Utility prior to approval of Permit by Owner Utility or without specifying the Attachment or Overlash in an approved Permit shall be considered an Unauthorized Attachment.
	B. The Unauthorized Attachment Fee shall be the Annual Attachment Fee in effect at the time the Unauthorized Attachment is discovered, except that the Unauthorized Attachment Fee is payable in one annual installment. The Unauthorized Attachment Fee is	B. The Unauthorized Attachment Fee shall be the Annual Attachment Fee in effect at the time the Unauthorized Attachment is discovered, except that the Unauthorized Attachment Fee is payable in one annual installment. The Unauthorized Attachment Fee is	B. The Unauthorized Attachment Fee shall be the Annual Attachment Fee in effect at the time the Unauthorized Attachment is discovered, except that the Unauthorized Attachment Fee is payable in one annual installment. The Unauthorized Attachment Fee is	B. The Unauthorized Attachment Fee shall be the Annual Attachment Fee in effect at the time the Unauthorized Attachment is discovered, except that the Unauthorized Attachment Fee is payable in one annual installment. The Unauthorized Attachment Fee is	B. The Unauthorized Attachment Fee shall be the Annual Attachment Fee in effect at the time the Unauthorized Attachment is discovered, except that the Unauthorized Attachment Fee is payable in one annual installment. The Unauthorized Attachment Fee is

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	considered payment in arrears for an Attachment deemed to exist for one year prior to the discovery, no matter what date the Attachment was actually made.	considered payment in arrears for an Attachment deemed to exist for one year prior to the discovery, no matter what date the Attachment was actually made.	considered payment in arrears for an Attachment deemed to exist for one year prior to the discovery, no matter what date the Attachment was actually made.	considered payment in arrears for an Attachment deemed to exist for one year prior to the discovery, no matter what date the Attachment was actually made.	considered payment in arrears for an Attachment deemed to exist for one year prior to the discovery, no matter what date the Attachment was actually made.
<u>Item 3 – Third Party Overlash.</u>	A. Any third party (a party other than the Owner Utility or the Attaching Utility or their respective Affiliates) that seeks to Overlash an existing Attachment on a Pole owned by Owner Utility, whether such Attachment is owned by Owner Utility or Attaching Utility, must negotiate a separate Agreement with Owner Utility.	A. Any third party (a party other than the Owner Utility or the Attaching Utility or their respective Affiliates) that seeks to Overlash an existing Attachment on a Pole owned by Owner Utility, whether such Attachment is owned by Owner Utility or Attaching Utility, must negotiate a separate Agreement with Owner Utility.	A. Any third party (a party other than the Owner Utility or the Attaching Utility or their respective Affiliates) that seeks to Overlash an existing Attachment on a Pole owned by Owner Utility, whether such Attachment is owned by Owner Utility or Attaching Utility, must negotiate a separate Agreement with Owner Utility.	A. Any third party (a party other than the Owner Utility or the Attaching Utility or their respective Affiliates) that seeks to Overlash an existing Attachment on a Pole owned by Owner Utility, whether such Attachment is owned by Owner Utility or Attaching Utility, must negotiate a separate Agreement with Owner Utility.	A. Any third party (a party other than the Owner Utility or the Attaching Utility or their respective Affiliates) that seeks to Overlash an existing Attachment on a Pole owned by Owner Utility, whether such Attachment is owned by Owner Utility or Attaching Utility, must negotiate a separate Agreement with Owner Utility.
	B. Any Overlash to an existing Attachment by a third party shall be considered a separate Attachment for billing purposes and will be subject to the Annual Attachment Fee in Item 1 above.	B. Any Overlash to an existing Attachment by a third party shall be considered a separate Attachment for billing purposes and will be subject to the Annual Attachment Fee in Item 1 above.	B. Any Overlash to an existing Attachment by a third party shall be considered a separate Attachment for billing purposes and will be subject to the Annual Attachment Fee in Item 1 above.	B. Any Overlash to an existing Attachment by a third party shall be considered a separate Attachment for billing purposes and will be subject to the Annual Attachment Fee in Item 1 above.	B. Any Overlash to an existing Attachment by a third party shall be considered a separate Attachment for billing purposes and will be subject to the Annual Attachment Fee in Item 1 above.
	C. All Overlashes by a third party must be specified in an approved Permit. Any Overlashes	C. All Overlashes by a third party must be specified in an approved Permit. Any Overlashes	C. All Overlashes by a third party must be specified in an approved Permit. Any Overlashes	C. All Overlashes by a third party must be specified in an approved Permit. Any Overlashes	C. All Overlashes by a third party must be specified in an approved Permit. Any Overlashes

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 above.	not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 above.	not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 above.	not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 above.	not specified in an approved Permit shall be considered an Unauthorized Attachment and subject to the Unauthorized Attachment Fee in Item 2 above.
<u>Item 4 – Determination of Annual Attachment Fee.</u>	<p>A. The Annual Attachment Fee will be calculated annually and applicable July 1st of each year by the Owner Utility based on the following formula: Annual Attachment Fee per Attachment = (Net Cost of Bare Pole</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p>	<p>A. The Annual Attachment Fee will be calculated annually and applicable July 1st of each year by the Owner Utility based on the following formula: Annual Attachment Fee per Attachment = (Net Cost of Bare Pole</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p>	<p>A. The Annual Attachment Fee will be calculated annually and applicable July 1st of each year by the Owner Utility based on the following formula: Annual Attachment Fee per Attachment = (</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>+ [REDACTED]</p>	<p>A. The Annual Attachment Fee will be calculated annually and applicable July 1st of each year by the Owner Utility based on the following formula: Annual Attachment Fee per Attachment = (</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>+ Reservation Fee</p>	<p>A. The Annual Attachment Fee will be calculated annually and applicable July 1st of each year by the Owner Utility based on the following formula: Annual Attachment Fee per Attachment =</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p> <p>X [REDACTED]</p>
	B. The Net Cost of a Bare Pole equals CI \$ [REDACTED], based on the net book value of poles as of the most recent annual financial statements of the Owner Utility divided by the number of poles	B. The Net Cost of a Bare Pole equals CI \$ [REDACTED], based on the net book value of poles as of the most recent annual financial statements of the Owner Utility divided by the number of poles	B. The Net Cost of a Bare Pole equals CI \$ [REDACTED], based on the net book value of poles as of the most recent annual financial statements of the Owner Utility divided by the number of poles	B. The Net Cost of a Bare Pole equals CI \$ [REDACTED], based on the net book value of poles as of the most recent annual financial statements of the Owner Utility divided by the number of poles	B. The Net Cost of a Bare Pole equals CI \$ [REDACTED], based on the net book value of poles as of the most recent annual financial statements of the Owner Utility divided by the number of poles

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	as of the most recent fiscal year end.	as of the most recent fiscal year end.	as of the most recent fiscal year end.	as of the most recent fiscal year end.	as of the most recent fiscal year end.
	C. For purposes of this Agreement, the calculation of net book value of poles excludes any costs associated with the Electric Utility equipment attached to the poles.	C. For purposes of this Agreement, the calculation of net book value of poles excludes any costs associated with the Electric Utility equipment attached to the poles.	C. For purposes of this Agreement, the calculation of net book value of poles excludes any costs associated with the Electric Utility equipment attached to the poles.	C. For purposes of this Agreement, the calculation of net book value of poles excludes any costs associated with the Electric Utility equipment attached to the poles.	C. For purposes of this Agreement, the calculation of net book value of poles excludes any costs associated with the Electric Utility equipment attached to the poles.
	D. For purposes of this Agreement, the net book value of poles and the number of poles in this calculation shall include all poles. Therefore, the Net Cost of Bare Pole shall be calculated based on all the Owner Utility's poles.	D. For purposes of this Agreement, the net book value of poles and the number of poles in this calculation shall include all poles. Therefore, the Net Cost of Bare Pole shall be calculated based on all the Owner Utility's poles.	D. For purposes of this Agreement, the net book value of poles and the number of poles in this calculation shall include all poles. Therefore, the Net Cost of Bare Pole shall be calculated based on all the Owner Utility's poles.	D. For purposes of this Agreement, the net book value of poles and the number of poles in this calculation shall include all poles. Therefore, the Net Cost of Bare Pole shall be calculated based on all the Owner Utility's poles.	D. For purposes of this Agreement, the net book value of poles and the number of poles in this calculation shall include <del>all</del> <b>only wood</b> poles. Therefore, the Net Cost of Bare Pole shall be calculated based on <del>all</del> <b>only</b> the Owner Utility's poles, <b>even though Attaching Utility may attach to Poles other than wood poles.</b>
	E. The Space Factor represents an allocation of the total pole height based on the actual space used by the Attachment plus an allocated portion of the unusable space on the pole in accordance with the following formula: Space factor = [Space Occupied + (2/3 x	E. The Space Factor represents an allocation of the total pole height based on the actual space used by the Attachment plus an allocated portion of the unusable space on the pole in accordance with the following formula: Space factor = [Space Occupied + (2/3 x	E. The Space Factor represents an allocation of the total pole height based on the actual space used by the Attachment plus an allocated portion of the unusable space on the pole in accordance with the following formula: Space factor = [Space Occupied + (2/3 x	E. The Space Factor represents an allocation of the total pole height based on the actual space used by the Attachment plus an allocated portion of the unusable space on the pole in accordance with the following formula: Space factor = [Space Occupied + (2/3 x	E. The Space Factor represents an allocation of the total pole height based on the actual space used by the Attachment plus an allocated portion of the unusable space on the pole in accordance with the following formula: Space factor = [Space Occupied + (2/3 x

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	Unusable Space/Number of Attachers] / Pole Height	Unusable Space/Number of Attachers] / Pole Height	Unusable Space/Number of Attachers] / Pole Height	Unusable Space/Number of Attachers] / Pole Height	Unusable Space/Number of Attachers] / Pole Height
	F. The Space Factor is 12.5%, as derived from the following values for the Owner Utility as of the most recent fiscal year end:	F. The Space Factor is 12.5%, as derived from the following values for the Owner Utility as of the most recent fiscal year end:	F. The Space Factor is <del>12.5</del> % , as derived from the following values for the Owner Utility as of the most recent fiscal year end:	F. The Space Factor is <del>12.5</del> % , as derived from the following values for the Owner Utility as of the most recent fiscal year end:	F. The Space Factor is % , as derived from the following values for the Owner Utility as of the most recent fiscal year end:
	1. The unusable space on the pole = 24.5 feet.	1. The unusable space on the pole = 24.5 feet.	1. The unusable space on the pole = 24.5 feet.	1. The unusable space on the pole = 24.5 feet.	1. The unusable space on the pole = 24.5 feet.
	2. The space occupied by the Attachment = nine inches.	2. The space occupied by the Attachment = nine inches.	2. The space occupied by the Attachment = nine inches.	2. The space occupied by the Attachment = <del>nine six</del> inches.	2. The space occupied by the Attachment = <del>nine inches</del> <u>one foot (on a per foot basis)</u> .
	3. The number of Attachers = four.	3. The number of Attachers = four.	3. The number of Attachers = four.	3. The number of Attachers = four.	3. The number of Attachers = <del>four</del> <u>one (on a per attachment basis)</u> .
	4. The weighted average height of all poles = 38.6 feet.	4. The weighted average height of all poles = 38.6 feet.	4. The weighted average height of all poles = <del>38.6</del> <u>38.2</u> feet.	4. The weighted average height of all poles = <del>38.6</del> <u>38.0</u> feet.	4. The weighted average height of all poles = <del>38.6</del> <u>38.0</u> feet.
	G. The Annual Carrying Charge Rate is % , based on the sum of the following component percentage values:	G. The Annual Carrying Charge Rate is % , based on the sum of the following component percentage values:	G. The Annual Carrying Charge Rate is % , based on the sum of the following component percentage values:	G. The Annual Carrying Charge Rate is % , based on the sum of the following component percentage values:	G. The <del>Annual Carrying Charge Rate is</del> % , <del>based on the sum of the following component percentage values:</del> <u>20 year Levelized Fixed Charge Rate for the initial year is</u> %
	1. Administrative = % , based on total administrative and general expenses for the fiscal year divided by the net book value of total	1. Administrative = % , based on total administrative and general expenses for the fiscal year divided by the net book value of total	1. Administrative = % , based on total administrative and general expenses for the fiscal year divided by the net book value of total	1. Administrative = % , based on total administrative and general expenses for the fiscal year divided by the net book value of total	1. <del>Administrative =</del> % , <del>based on total administrative and general expenses for the fiscal year divided by the net book value of total</del>

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	<del>assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.</del> ██████
	2. Maintenance = █████%, based on total distribution expenses for the fiscal year divided by the net book value of distribution system assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	2. Maintenance = █████%, based on total distribution expenses for the fiscal year divided by the net book value of distribution system assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	2. Maintenance = █████%, based on total distribution expenses for the fiscal year divided by the net book value of distribution system assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	2. Maintenance = █████%, based on total distribution expenses for the fiscal year divided by the net book value of distribution system assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.	<del>2. Maintenance = █████%, based on total distribution expenses for the fiscal year divided by the net book value of distribution system assets as of fiscal year end, as reported in the most recent annual financial statements of the Owner Utility.</del>
	3. Depreciation = █████%, based on the annual depreciation expense of all poles divided by the net book value of all poles as of the fiscal year end. Depreciation and net book value for purposes of this calculation exclude any amounts associated with the Electric Utility equipment attached to the poles.	3. Depreciation = █████%, based on the annual depreciation expense of all poles divided by the net book value of all poles as of the fiscal year end. Depreciation and net book value for purposes of this calculation exclude any amounts associated with the Electric Utility equipment attached to the poles.	3. Depreciation = █████%, based on the annual depreciation expense of all poles divided by the net book value of all poles as of the fiscal year end. Depreciation and net book value for purposes of this calculation exclude any amounts associated with the Electric Utility equipment attached to the poles.	3. Depreciation = █████%, based on the annual depreciation expense of all poles divided by the net book value of all poles as of the fiscal year end. Depreciation and net book value for purposes of this calculation exclude any amounts associated with the Electric Utility equipment attached to the poles.	<del>3. Depreciation = █████%, based on the annual depreciation expense of all poles divided by the net book value of all poles as of the fiscal year end. Depreciation and net book value for purposes of this calculation exclude any amounts associated with the Electric Utility equipment attached to the poles.</del>
	4. Return on Equity = █████%	4. Return on Equity = █████%	4. Return on Equity = █████%	4. Return on Equity = █████%	<del>4. Return on Equity = █████%</del>
	H. Inflation is based on readily available external data pertaining to the	H. Inflation is based on readily available external data pertaining to the	H. Inflation is based on readily available external data pertaining to the	H. Inflation is based on readily available external data pertaining to the	<del>H. Inflation is based on readily available external data pertaining to the</del>



	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	Cayman Islands annual Consumer Price Index (“CPI”). Declines in CPI will not impact this calculation. For the first year of this contract inflation will be recorded at █%.	Cayman Islands annual Consumer Price Index (“CPI”). Declines in CPI will not impact this calculation. <del>For the first year of this contract</del> <u>Prior to July 1<sup>st</sup> 2022</u> , inflation will be recorded at █%.	Cayman Islands annual Consumer Price Index (“CPI”). Declines in CPI will not impact this calculation. For the first year of this contract inflation will be recorded at █%.	Cayman Islands annual Consumer Price Index (“CPI”). Declines in CPI will not impact this calculation. For the first year of this contract inflation will be recorded at █%.	<del>Cayman Islands annual Consumer Price Index (“CPI”). Declines in CPI will not impact this calculation. For the first year of this contract</del> <u>inflation will be recorded at █%. Electricity Charge per CCTV attachment is assumed to be based on an average of █ power consumption per pole attachment. This results in a monthly usage of █ kWh. The expected Electricity usage charge is to be updated quarterly based on current fuel prices. The first quarter rates would be █ / kWh and the Electricity Charge would be \$ █ per year.</u>
<u>Item 5 – Determination of Total Number of Attachments.</u>	A. The number of Attachments for billing purposes shall be based on the Attachments specified in current Permits approved by the Owner Utility.	A. The number of Attachments for billing purposes shall be based on the Attachments specified in current Permits approved by the Owner Utility.	A. The number of Attachments for billing purposes shall be based on the Attachments specified in current Permits approved by the Owner Utility.	A. The number of Attachments for billing purposes shall be based on the Attachments specified in current Permits approved by the Owner Utility.	A. The number of Attachments for billing purposes shall be based on the Attachments specified in current Permits approved by the Owner Utility.
	B. Any inventory of all Attachments, whether performed by Owner Utility or jointly by Owner Utility and	B. Any inventory of all Attachments, whether performed by Owner Utility or jointly by Owner Utility and	B. Any inventory of all Attachments, whether performed by Owner Utility or jointly by Owner Utility and	B. Any inventory of all Attachments, whether performed by Owner Utility or jointly by Owner Utility and	B. Any inventory of all Attachments, whether performed by Owner Utility or jointly by Owner Utility and

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	Attaching Utility, may be used to adjust the number of Attachments for purposes of the annual billing amount. The Owner Utility shall give the Attaching Utility 10 business days' notice of any such inventory and the Attaching Utility shall be entitled to participate in any such inventory. However, if the Attaching Utility fails to participate in the inventory through no fault of the Owner Utility this shall not prevent the Owner Utility from using the results of such inventory for billing purposes.	Attaching Utility, may be used to adjust the number of Attachments for purposes of the annual billing amount. The Owner Utility shall give the Attaching Utility 10 business days' notice of any such inventory and the Attaching Utility shall be entitled to participate in any such inventory. However, if the Attaching Utility fails to participate in the inventory through no fault of the Owner Utility this shall not prevent the Owner Utility from using the results of such inventory for billing purposes.	Attaching Utility, may be used to adjust the number of Attachments for purposes of the annual billing amount. The Owner Utility shall give the Attaching Utility 10 business days' notice of any such inventory and the Attaching Utility shall be entitled to participate in any such inventory. However, if the Attaching Utility fails to participate in the inventory through no fault of the Owner Utility this shall not prevent the Owner Utility from using the results of such inventory for billing purposes.	Attaching Utility, may be used to adjust the number of Attachments for purposes of the annual billing amount. The Owner Utility shall give the Attaching Utility 10 business days' notice of any such inventory and the Attaching Utility shall be entitled to participate in any such inventory. However, if the Attaching Utility fails to participate in the inventory through no fault of the Owner Utility this shall not prevent the Owner Utility from using the results of such inventory for billing purposes.	Attaching Utility, may be used to adjust the number of Attachments for purposes of the annual billing amount. The Owner Utility shall give the Attaching Utility 10 business days' notice of any such inventory and the Attaching Utility shall be entitled to participate in any such inventory. However, if the Attaching Utility fails to participate in the inventory through no fault of the Owner Utility this shall not prevent the Owner Utility from using the results of such inventory for billing purposes.
	C. Any additional Attachments discovered as a result of the inventory may be considered Unauthorized Attachments and may be subject to the Unauthorized Attachment Fee specified in Item 2 above at Owner Utility's sole discretion.	C. Any additional Attachments discovered as a result of the inventory may be considered Unauthorized Attachments and may be subject to the Unauthorized Attachment Fee specified in Item 2 above at Owner Utility's sole discretion.	C. Any additional Attachments discovered as a result of the inventory may be considered Unauthorized Attachments and may be subject to the Unauthorized Attachment Fee specified in Item 2 above at Owner Utility's sole discretion.	C. Any additional Attachments discovered as a result of the inventory may be considered Unauthorized Attachments and may be subject to the Unauthorized Attachment Fee specified in Item 2 above at Owner Utility's sole discretion.	C. Any additional Attachments discovered as a result of the inventory may be considered Unauthorized Attachments and may be subject to the Unauthorized Attachment Fee specified in Item 2 above at Owner Utility's sole discretion.
	D. Any discrepancies between the inventory amounts and the Permit	D. Any discrepancies between the inventory amounts and the Permit	D. Any discrepancies between the inventory amounts and the Permit	D. Any discrepancies between the inventory amounts and the Permit	D. Any discrepancies between the inventory amounts and the Permit

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	amounts shall be resolved at Owner Utility's sole discretion by any of the following actions:	amounts shall be resolved at Owner Utility's sole discretion by any of the following actions:	amounts shall be resolved at Owner Utility's sole discretion by any of the following actions:	amounts shall be resolved at Owner Utility's sole discretion by any of the following actions:	amounts shall be resolved at Owner Utility's sole discretion by any of the following actions:
	1. Revision of the Attachments specified in a current approved Permit;	1. Revision of the Attachments specified in a current approved Permit;	1. Revision of the Attachments specified in a current approved Permit;	1. Revision of the Attachments specified in a current approved Permit;	1. Revision of the Attachments specified in a current approved Permit;
	2. Approval of a new Permit for the previously unrecorded Attachments; or	2. Approval of a new Permit for the previously unrecorded Attachments; or	2. Approval of a new Permit for the previously unrecorded Attachments; or	2. Approval of a new Permit for the previously unrecorded Attachments; or	2. Approval of a new Permit for the previously unrecorded Attachments; or
	3. Removal of the Unauthorized Attachments at the Attaching Utility's expense, provided that Owner Utility shall give Attaching Utility at least 10 business days' notice of its intention to do so.	3. Removal of the Unauthorized Attachments at the Attaching Utility's expense, provided that Owner Utility shall give Attaching Utility at least 10 business days' notice of its intention to do so.	3. Removal of the Unauthorized Attachments at the Attaching Utility's expense, provided that Owner Utility shall give Attaching Utility at least 10 business days' notice of its intention to do so.	3. Removal of the Unauthorized Attachments at the Attaching Utility's expense, provided that Owner Utility shall give Attaching Utility at least 10 business days' notice of its intention to do so.	3. Removal of the Unauthorized Attachments at the Attaching Utility's expense, provided that Owner Utility shall give Attaching Utility at least 10 business days' notice of its intention to do so.
<b>Appendix B - Permit Requirements</b>					
<u>Item 1 – Form of Permit.</u>	A. Form of Permit Application is shown as Attachment A to this Appendix B.	A. Form of Permit Application is shown as Attachment A to this Appendix B.	A. Form of Permit Application is shown as Attachment A to this Appendix B.	A. Form of Permit Application is shown as Attachment A to this Appendix B.	A. Form of Permit Application is shown as Attachment A to this Appendix B.
	B. Form of Permit Application may be revised by Owner Utility at any time upon reasonable notice to Attaching Utility to	B. Form of Permit Application may be revised by Owner Utility at any time upon reasonable notice to Attaching Utility to	B. Form of Permit Application may be revised by Owner Utility at any time upon reasonable notice to Attaching Utility to	B. Form of Permit Application may be revised by Owner Utility at any time upon reasonable notice to Attaching Utility to	B. Form of Permit Application may be revised by Owner Utility at any time upon reasonable notice to Attaching Utility to

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	accommodate requirements of the Agreement.	accommodate requirements of the Agreement.	accommodate requirements of the Agreement.	accommodate requirements of the Agreement.	accommodate requirements of the Agreement.
<u>Item 2 – Applicability.</u>	A Permit is required as set forth in the Agreement and generally includes the following circumstances:	A Permit is required as set forth in the Agreement and generally includes the following circumstances:	A Permit is required as set forth in the Agreement and generally includes the following circumstances:	A Permit is required as set forth in the Agreement and generally includes the following circumstances:	A Permit is required as set forth in the Agreement and generally includes the following circumstances:
	1. Attachments to Owner Utility’s Poles;	1. Attachments to Owner Utility’s Poles;	1. Attachments to Owner Utility’s Poles;	1. Attachments to Owner Utility’s Poles;	1. Attachments to Owner Utility’s Poles;
	2. Attaching Utility Overlashes to its own existing Attachments; and	2. Attaching Utility Overlashes to its own existing Attachments; and	2. Attaching Utility Overlashes to its own existing Attachments; and	2. Attaching Utility Overlashes to its own existing Attachments; and	<del>2. Attaching Utility Overlashes to its own existing Attachments; and</del>
	3. Third party Overlashes to existing Attachments.	3. Third party Overlashes to existing Attachments.	3. Third party Overlashes to existing Attachments.	3. Third party Overlashes to existing Attachments.	<del>3. Third party Overlashes to existing Attachments.</del>
<u>Item 3 – Procedures.</u>	The procedures for Permit application and approval are as set forth in the Agreement and are generally described as follows	The procedures for Permit application and approval are as set forth in the Agreement and are generally described as follows	The procedures for Permit application and approval are as set forth in the Agreement and are generally described as follows	The procedures for Permit application and approval are as set forth in the Agreement and are generally described as follows	The procedures for Permit application and approval are as set forth in the Agreement and are generally described as follows
	1. Attaching Utility submits a Permit form to the Owner Utility specifying the requested Attachments. This constitutes a Permit Application.	1. Attaching Utility submits a Permit form to the Owner Utility specifying the requested Attachments. This constitutes a Permit Application.	1. Attaching Utility submits a Permit form to the Owner Utility specifying the requested Attachments. This constitutes a Permit Application.	1. Attaching Utility submits a Permit form to the Owner Utility specifying the requested Attachments. This constitutes a Permit Application.	1. Attaching Utility submits a Permit form to the Owner Utility specifying the requested Attachments. This constitutes a Permit Application.
	2. Owner Utility reviews the Permit Application to determine acceptance and Make-Ready Work requirements, if any.	2. Owner Utility reviews the Permit Application to determine acceptance and Make-Ready Work requirements, if any.	2. Owner Utility reviews the Permit Application to determine acceptance and Make-Ready Work requirements, if any.	2. Owner Utility reviews the Permit Application to determine acceptance and Make-Ready Work requirements, if any.	2. Owner Utility reviews the Permit Application to determine acceptance and Make-Ready Work requirements, if any.

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	3. Owner Utility submits estimated cost of Make-Ready Work to Attaching Utility.	3. Owner Utility submits estimated cost of Make-Ready Work to Attaching Utility.	3. Owner Utility submits estimated cost of Make-Ready Work to Attaching Utility.	3. Owner Utility submits estimated cost of Make-Ready Work to Attaching Utility.	3. Owner Utility submits estimated cost of Make-Ready Work to Attaching Utility.
	4. Any required Make-Ready Work is completed and the associated costs are paid.	4. Any required Make-Ready Work is completed and the associated costs are paid.	4. Any required Make-Ready Work is completed and the associated costs are paid.	4. Any required Make-Ready Work is completed and the associated costs are paid.	4. Any required Make-Ready Work is completed and the associated costs are paid.
	5. Owner Utility signs and returns a copy of the Permit Application to Attaching Utility. This constitutes an approved Permit.	5. Owner Utility signs and returns a copy of the Permit Application to Attaching Utility. This constitutes an approved Permit.	5. Owner Utility signs and returns a copy of the Permit Application to Attaching Utility. This constitutes an approved Permit.	5. Owner Utility signs and returns a copy of the Permit Application to Attaching Utility. This constitutes an approved Permit.	5. Owner Utility signs and returns a copy of the Permit Application to Attaching Utility. This constitutes an approved Permit.
	6. Attaching Utility makes Attachments.	6. Attaching Utility makes Attachments.	6. Attaching Utility makes Attachments.	6. Attaching Utility makes Attachments.	6. Attaching Utility makes Attachments.
<b>ATTACHMENT A</b>	<b>[Application Form intentionally not included here]</b>	<b>[Application Form intentionally not included here]</b>	<b>[Application Form intentionally not included here]</b>	<b>[Application Form intentionally not included here]</b>	<b>[Application Form intentionally not included here]</b>
<b>Appendix C - Design Specifications for Attachments to Poles</b>					
<b>Item 1 – Typical Pole Configuration.</b>	A. Representative Pole configurations are shown in the drawing included as Attachment A to this Appendix C.	A. Representative Pole configurations are shown in the drawing included as Attachment A to this Appendix C.	A. Representative Pole configurations are shown in the drawing included as Attachment A to this Appendix C.	A. Representative Pole configurations are shown in the drawing included as Attachment A to this Appendix C.	A. Representative Pole configurations are shown in the drawing included as Attachment A to this Appendix C.
	B. Applicable Standards are as set forth in the Agreement.	B. Applicable Standards are as set forth in the Agreement.	B. Applicable Standards are as set forth in the Agreement.	B. Applicable Standards are as set forth in the Agreement.	B. Applicable Standards are as set forth in the Agreement.
	C. Attaching Utility shall have a space of one foot on Pole for Attachment	C. Attaching Utility shall have a space of one foot on Pole for Attachment	C. Attaching Utility shall have a space of one foot on Pole for Attachment	C. Attaching Utility shall have a space of one foot on Pole for Attachment	C. Attaching Utility shall have a space of one foot on Pole for Attachment

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	in the Assigned Space as Illustrated on the drawing in Attachment A.	in the Assigned Space as Illustrated on the drawing in Attachment A.	in the Assigned Space as Illustrated on the drawing in Attachment A.	in the Assigned Space as Illustrated on the drawing in Attachment A.	<del>in the Assigned Space as Illustrated on the drawing in Attachment A.</del>
	D. Attaching Utility shall have only one Attachment on Pole per space.	D. Attaching Utility shall have only one Attachment on Pole per space.	D. Attaching Utility shall have only one Attachment on Pole per space.	D. Attaching Utility shall have only one Attachment on Pole per space.	D. Attaching Utility shall have only one Attachment on Pole per space.
	E. Attaching Utility shall install its Attachment at the top of the Assigned Space.	E. Attaching Utility shall install its Attachment at the top of the Assigned Space.	E. Attaching Utility shall install its Attachment at the top of the Assigned Space.	E. Attaching Utility shall install its Attachment at the top of the Assigned Space.	<del>E. Attaching Utility shall install its Attachment at the top of the Assigned Space.</del>
<b>Item 2 – Other Mutual Agreements.</b>	A. In addition to the Permits required to make Attachment within the Attaching Utility’s authorized space, approved Permits are also required for the installation of vertical runs of communication cable from ground level up to such authorized space. Such runs may include mechanical and/or electrical protection and splice enclosures.	A. In addition to the Permits required to make Attachment within the Attaching Utility’s authorized space, approved Permits are also required for the installation of vertical runs of communication cable from ground level up to such authorized space. Such runs may include mechanical and/or electrical protection and splice enclosures.	A. In addition to the Permits required to make Attachment within the Attaching Utility’s authorized space, approved Permits are also required for the installation of vertical runs of communication cable from ground level up to such authorized space. Such runs may include mechanical and/or electrical protection and splice enclosures.	A. In addition to the Permits required to make Attachment within the Attaching Utility’s authorized space, approved Permits are also required for the installation of vertical runs of communication cable from ground level up to such authorized space. Such runs may include mechanical and/or electrical protection and splice enclosures.	A. In addition to the Permits required to make Attachment within the Attaching Utility’s authorized space, approved Permits are also required for the installation of vertical runs of communication cable from ground level up to such authorized space. Such runs may include mechanical and/or electrical protection and splice enclosures.
	B. Electric Utility shall be permitted at all times to install conduits for carrying power cables vertically through the authorized space, provided that (a) no means of fixing the said conduits to the pole shall	B. Electric Utility shall be permitted at all times to install conduits for carrying power cables vertically through the authorized space, provided that (a) no means of fixing the said conduits to the pole shall	B. Electric Utility shall be permitted at all times to install conduits for carrying power cables vertically through the authorized space, provided that (a) no means of fixing the said conduits to the pole shall	B. Electric Utility shall be permitted at all times to install conduits for carrying power cables vertically through the authorized space, provided that (a) no means of fixing the said conduits to the pole shall	B. Electric Utility shall be permitted at all times to install conduits for carrying power cables vertically through the authorized space, provided that (a) no means of fixing the said conduits to the pole shall

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	be permitted within the authorized space, (b) such installations shall be placed on the “bush side” of the pole, and (c) such installations shall comply with Article 239.G of the NESC.	be permitted within the authorized space, (b) such installations shall be placed on the “bush side” of the pole, and (c) such installations shall comply with Article 239.G of the NESC.	be permitted within the authorized space, (b) such installations shall be placed on the “bush side” of the pole, and (c) such installations shall comply with Article 239.G of the NESC.	be permitted within the authorized space, (b) such installations shall be placed on the “bush side” of the pole, and (c) such installations shall comply with Article 239.G of the NESC.	be permitted within the authorized space, (b) such installations shall be placed on the “bush side” of the pole, and (c) such installations shall comply with Article 239.G of the NESC.
	C. In order to provide access to supply circuits and equipment on the upper portions of the pole, the “bush side” (i.e., the side facing the bush) of the pole shall be kept free of all communication Attachments, which shall be attached to the “road side” (i.e., the side facing the road) of the pole.	C. In order to provide access to supply circuits and equipment on the upper portions of the pole, the “bush side” (i.e., the side facing the bush) of the pole shall be kept free of all communication Attachments, which shall be attached to the “road side” (i.e., the side facing the road) of the pole.	C. In order to provide access to supply circuits and equipment on the upper portions of the pole, the “bush side” (i.e., the side facing the bush) of the pole shall be kept free of all communication Attachments, which shall be attached to the “road side” (i.e., the side facing the road) of the pole.	C. In order to provide access to supply circuits and equipment on the upper portions of the pole, the “bush side” (i.e., the side facing the bush) of the pole shall be kept free of all communication Attachments, which shall be attached to the “road side” (i.e., the side facing the road) of the pole.	C. In order to provide access to supply circuits and equipment on the upper portions of the pole, the “bush side” (i.e., the side facing the bush) of the pole shall be kept free of all communication Attachments, which shall be attached to the “road side” (i.e., the side facing the road) of the pole.
	D. Communication drop wires shall, wherever practicable, follow the same route as the Electric Utility’s power lines. They shall be attached to the pole in such a manner as to provide an unobstructed area of at least thirty (30) inches by thirty (30) inches, measured from the pole surface, for raising supply equipment	D. Communication drop wires shall, wherever practicable, follow the same route as the Electric Utility’s power lines. They shall be attached to the pole in such a manner as to provide an unobstructed area of at least thirty (30) inches by thirty (30) inches, measured from the pole surface, for raising supply equipment	D. Communication drop wires shall, wherever practicable, follow the same route as the Electric Utility’s power lines. They shall be attached to the pole in such a manner as to provide an unobstructed area of at least thirty (30) inches by thirty (30) inches, measured from the pole surface, for raising supply equipment	D. Communication drop wires shall, wherever practicable, follow the same route as the Electric Utility’s power lines. They shall be attached to the pole in such a manner as to provide an unobstructed area of at least thirty (30) inches by thirty (30) inches, measured from the pole surface, for raising supply equipment	D. Communication drop wires shall, wherever practicable, follow the same route as the Electric Utility’s power lines. They shall be attached to the pole in such a manner as to provide an unobstructed area of at least thirty (30) inches by thirty (30) inches, measured from the pole surface, for raising supply equipment

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	to the upper part of the pole.	to the upper part of the pole.	to the upper part of the pole.	to the upper part of the pole.	to the upper part of the pole.
	E. Attaching Utility shall design for and request, as needed, pole guys to be installed by Owner Utility.	E. Attaching Utility shall design for and request, as needed, pole guys to be installed by Owner Utility.	E. Attaching Utility shall design for and request, as needed, pole guys to be installed by Owner Utility.	E. Attaching Utility shall design for and request, as needed, pole guys to be installed by Owner Utility.	E. Attaching Utility shall design for and request, as needed, pole guys to be installed by Owner Utility.
	F. The Communication Space allocated to the Communications Utility as illustrated in the drawing in Attachment A, on all Poles in Grand Cayman that DataLink owns or has the right to attach to (i.e., approximately 17,475 Poles as at the date of this Agreement) shall be reserved (the “ <b>Reserved Space</b> ”) for Communication Utility’s exclusive use until the earlier to occur of the following in respect of each such Pole:	F. The Communication Space allocated to the Communications Utility as illustrated in the drawing in Attachment A, on all Poles in Grand Cayman that DataLink owns or has the right to attach to (i.e., approximately 17,475 Poles as at the date of this Agreement) shall be reserved (the “ <b>Reserved Space</b> ”) for Communication Utility’s exclusive use until the earlier to occur of the following in respect of each such Pole:	F. The Communication Space allocated to the Communications Utility as illustrated in the drawing in Attachment A, on all Poles in Grand Cayman that DataLink owns or has the right to attach to (i.e., approximately 17,475 Poles as at the date of this Agreement) shall be reserved (the “ <b>Reserved Space</b> ”) for Communication Utility’s exclusive use until the earlier to occur of the following in respect of each such Pole:	F. The Communication Space allocated to the Communications Utility as illustrated in the drawing in Attachment A, on all Poles in Grand Cayman that DataLink owns or has the right to attach to (i.e., approximately <del>17,475</del> 16,500 Poles as at the date of this Agreement) shall be reserved (the “ <b>Reserved Space</b> ”) for Communication Utility’s exclusive use until the earlier to occur of the following in respect of each such Pole:	<del>F. The Communication Space allocated to the Communications Utility as illustrated in the drawing in Attachment A, on all Poles in Grand Cayman that DataLink owns or has the right to attach to (i.e., approximately 17,475 Poles as at the date of this Agreement) shall be reserved (the “<b>Reserved Space</b>”) for Communication Utility’s exclusive use until the earlier to occur of the following in respect of each such Pole:</del>
	(i) a grant or refusal of a Permit to the Communications Utility (in accordance with the terms of this Agreement) in respect of the Reserved Space on each relevant Pole; and	(i) a grant or refusal of a Permit to the Communications Utility (in accordance with the terms of this Agreement) in respect of the Reserved Space on each relevant Pole; and	(i) a grant or refusal of a Permit to the Communications Utility (in accordance with the terms of this Agreement) in respect of the Reserved Space on each relevant Pole; and	(i) a grant or refusal of a Permit to the Communications Utility (in accordance with the terms of this Agreement) in respect of the Reserved Space on each relevant Pole; and	<del>(i) a grant or refusal of a Permit to the Communications Utility (in accordance with the terms of this Agreement) in respect of the Reserved Space on each relevant Pole; and</del>
	(ii) [END OF ROLL OUT], after which Reserved	(ii) [END OF ROLL OUT], after which Reserved	(ii) [END OF ROLL OUT], after which Reserved	(ii) <del>[END OF ROLL OUT],</del> after which Reserved	<del>(ii) [END OF ROLL OUT],</del> after which Reserved



	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	Space will automatically be granted for newly installed poles for a maximum period of six (6) months.	Space will automatically be granted for newly installed poles for a maximum period of six (6) months.	Space will automatically be granted for newly installed poles for a maximum period of six (6) months.	<del>Space will automatically be granted for newly installed poles for a maximum period of six (6) months.</del> <u>31 December 2018,</u>	<del>Space will automatically be granted for newly installed poles for a maximum period of six (6) months.</del>
	((i) and (ii) together the <b>“Build-Out Period”</b> ).	((i) and (ii) together the <b>“Build-Out Period”</b> ).	((i) and (ii) together the <b>“Build-Out Period”</b> ).	((i) and (ii) together the <b>“Build-Out Period”</b> ).	<del>((i) and (ii) together the <b>“Build-Out Period”</b>).</del>
	The Communications Utility shall have the option to exclude any Pole or collection of Poles from the Reserved Space by notice to DataLink. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space the Pole shall no longer be taken into account when calculating the Quarterly Reserved Space Payment (as defined below) from the next quarterly payment date onwards. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space, the Communications Space on that Pole shall no longer be reserved for the Communication	The Communications Utility shall have the option to exclude any Pole or collection of Poles from the Reserved Space by notice to DataLink. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space the Pole shall no longer be taken into account when calculating the Quarterly Reserved Space Payment (as defined below) from the next quarterly payment date onwards. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space, the Communications Space on that Pole shall no longer be reserved for the Communication	The Communications Utility shall have the option to exclude any Pole or collection of Poles from the Reserved Space by notice to DataLink. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space the Pole shall no longer be taken into account when calculating the Quarterly Reserved Space Payment (as defined below) from the next quarterly payment date onwards. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space, the Communications Space on that Pole shall no longer be reserved for the Communication	The Communications Utility shall have the option to exclude any Pole or collection of Poles from the Reserved Space by notice to DataLink. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space the Pole shall no longer be taken into account when calculating the Quarterly Reserved Space Payment (as defined below) from the next quarterly payment date onwards. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space, the Communications Space on that Pole shall no longer be reserved for the Communication	<del>The Communications Utility shall have the option to exclude any Pole or collection of Poles from the Reserved Space by notice to DataLink. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space the Pole shall no longer be taken into account when calculating the Quarterly Reserved Space Payment (as defined below) from the next quarterly payment date onwards. Once the Communications Utility notifies DataLink that it wishes to exclude a given Pole from the Reserved Space, the Communications Space on that Pole shall no longer be reserved for the Communication</del>

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	Utility's exclusive use – from that point onwards DataLink shall be free to grant another party a permit to use the Communications Space on such Pole, in which event it would no longer be available for the Communication Utility's use.	Utility's exclusive use – from that point onwards DataLink shall be free to grant another party a permit to use the Communications Space on such Pole, in which event it would no longer be available for the Communication Utility's use.	Utility's exclusive use – from that point onwards DataLink shall be free to grant another party a permit to use the Communications Space on such Pole, in which event it would no longer be available for the Communication Utility's use.	Utility's exclusive use – from that point onwards DataLink shall be free to grant another party a permit to use the Communications Space on such Pole, in which event it would no longer be available for the Communication Utility's use.	<del>Utility's exclusive use – from that point onwards DataLink shall be free to grant another party a permit to use the Communications Space on such Pole, in which event it would no longer be available for the Communication Utility's use.</del>
	In consideration of, and further to, the Reserved Space being reserved for the Communications Utility during the Build-Out Period, the Parties agree as follows:	In consideration of, and further to, the Reserved Space being reserved for the Communications Utility during the Build-Out Period, the Parties agree as follows:	In consideration of, and further to, the Reserved Space being reserved for the Communications Utility during the Build-Out Period, the Parties agree as follows:	In consideration of, and further to, the Reserved Space being reserved for the Communications Utility during the Build-Out Period, the Parties agree as follows:	<del>In consideration of, and further to, the Reserved Space being reserved for the Communications Utility during the Build-Out Period, the Parties agree as follows:</del>
	1 the Communications Utility shall pay the following in relation to all Poles on which the Reserved Space is located:	1 the Communications Utility shall pay the following in relation to all Poles on which the Reserved Space is located:	1 the Communications Utility shall pay the following in relation to all Poles on which the Reserved Space is located:	1 the Communications Utility shall pay the following in relation to all Poles on which the Reserved Space is located:	<del>1 the Communications Utility shall pay the following in relation to all Poles on which the Reserved Space is located:</del>
	(i) ■ % of the Annual Attachment Fee for all the Poles which Communication Utility has not been granted a Permit for at the start of the relevant calendar quarter period in respect of the Reserved Space (the "Quarterly Reserved Space Payment"), such Quarterly Reserved	(i) ■ % of the Annual Attachment Fee for all the Poles which Communication Utility has not been granted a Permit for at the start of the relevant calendar quarter period in respect of the Reserved Space (the "Quarterly Reserved Space Payment"), such Quarterly Reserved	(i) ■ % of the Annual Attachment Fee for all the Poles which Communication Utility has not been granted a Permit for at the start of the relevant calendar quarter period in respect of the Reserved Space (the "Quarterly Reserved Space Payment"), such Quarterly Reserved	(i) ■ % of the Annual Attachment Fee for all the Poles which Communication Utility has not been granted a Permit for at the start of the relevant calendar quarter period in respect of the Reserved Space (the "Quarterly Reserved Space Payment"), such Quarterly Reserved	<del>(i) ■ % of the Annual Attachment Fee for all the Poles which Communication Utility has not been granted a Permit for at the start of the relevant calendar quarter period in respect of the Reserved Space (the "Quarterly Reserved Space Payment"), such Quarterly Reserved</del>

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	Space Payment to be calculated and paid on a quarterly basis (i.e., █% of the Annual Attachment Fee (CIS█) x █% = CIS█; █; CIS█ = CIS█; CIS█ x 17,475 Poles = a Quarterly Reserved Space Payment of CIS█ for the relevant quarter period) (all such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A);	Space Payment to be calculated and paid on a quarterly basis (i.e., █% of the Annual Attachment Fee (CIS█) x █% = CIS█; █; CIS█ = CIS█; CIS█ x 17,475 Poles = a Quarterly Reserved Space Payment of CIS█ for the relevant quarter period) (all such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A);	Space Payment to be calculated and paid on a quarterly basis (i.e., █% of the Annual Attachment Fee (CIS█) x █% = CIS█; █; CIS█ = CIS█; CIS█ x 17,475 Poles = a Quarterly Reserved Space Payment of CIS█ for the relevant quarter period) (all such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A);	Space Payment to be calculated and paid on a quarterly basis (i.e., █% of the Annual Attachment Fee (CIS█) x █% = CIS█; █; CIS█ = CIS█; CIS█ /4 = CIS█; CIS█; CIS█ x 17,475 16,500 Poles = a Quarterly Reserved Space Payment of CIS█ for the relevant quarter period) (all such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A);	<del>Space Payment to be calculated and paid on a quarterly basis (i.e., █% of the Annual Attachment Fee (CIS█) x █% = CIS█; █; CIS█ = CIS█; CIS█ x 17,475 Poles = a Quarterly Reserved Space Payment of CIS█ for the relevant quarter period) (all such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A);</del>
	(ii) the first Quarterly Reserved Space Payment shall be paid immediately upon, or as soon as reasonably practicable following, the date of this Agreement; thereafter, the Quarterly Reserved Space Payment shall be made no later than the 5 <sup>th</sup> business day after the beginning of the relevant calendar quarter;	(ii) the first Quarterly Reserved Space Payment shall be paid immediately upon, or as soon as reasonably practicable following, the date of this Agreement; thereafter, the Quarterly Reserved Space Payment shall be made no later than the 5 <sup>th</sup> business day after the beginning of the relevant calendar quarter;	(ii) the first Quarterly Reserved Space Payment shall be paid immediately upon, or as soon as reasonably practicable following, the date of this Agreement; thereafter, the Quarterly Reserved Space Payment shall be made no later than the 5 <sup>th</sup> business day after the beginning of the relevant calendar quarter;	(ii) the first Quarterly Reserved Space Payment shall be paid immediately upon, or as soon as reasonably practicable following, the date of this Agreement; thereafter, the Quarterly Reserved Space Payment shall be made no later than the 5 <sup>th</sup> business day after the beginning of the relevant calendar quarter;	<del>(ii) the first Quarterly Reserved Space Payment shall be paid immediately upon, or as soon as reasonably practicable following, the date of this Agreement; thereafter, the Quarterly Reserved Space Payment shall be made no later than the 5<sup>th</sup> business day after the beginning of the relevant calendar quarter;</del>
	(iii) any Poles that Communications Utility	(iii) any Poles that Communications Utility	(iii) any Poles that Communications Utility	(iii) any Poles that Communications Utility	<del>(iii) any Poles that Communications Utility</del>

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	obtains a Permit for during the relevant quarter period will be charged at the full Annual Attachment Fee amount (i.e., C1\$ [REDACTED] per annum, as may be adjusted from time to time in accordance with Item 4 of Appendix A) payable in quarterly installments, being C1\$ [REDACTED] (as may be adjusted on the adjustment of the Annual Attachment Fee) (the <b>“Quarterly Pole Rental Fee”</b> ) less any Quarterly Reserved Space Payment (if any) made in relation to such Poles in the relevant quarter period;	obtains a Permit for during the relevant quarter period will be charged at the full Annual Attachment Fee amount (i.e., C1\$ [REDACTED] per annum, as may be adjusted from time to time in accordance with Item 4 of Appendix A) payable in quarterly installments, being C1\$6.06 (as may be adjusted on the adjustment of the Annual Attachment Fee) (the <b>“Quarterly Pole Rental Fee”</b> ) less any Quarterly Reserved Space Payment (if any) made in relation to such Poles in the relevant quarter period;	obtains a Permit for during the relevant quarter period will be charged at the full Annual Attachment Fee amount (i.e., C1\$ [REDACTED] per annum, as may be adjusted from time to time in accordance with Item 4 of Appendix A) payable in quarterly installments, being C1\$ [REDACTED] (as may be adjusted on the adjustment of the Annual Attachment Fee) (the <b>“Quarterly Pole Rental Fee”</b> ) less any Quarterly Reserved Space Payment (if any) made in relation to such Poles in the relevant quarter period;	obtains a Permit for during the relevant quarter period will be charged at the full Annual Attachment Fee amount (i.e., C1\$ [REDACTED] per annum, as may be adjusted from time to time in accordance with Item 4 of Appendix A) payable in quarterly installments, being C1\$ [REDACTED] (as may be adjusted on the adjustment of the Annual Attachment Fee) (the <b>“Quarterly Pole Rental Fee”</b> ) less any Quarterly Reserved Space Payment (if any) made in relation to such Poles in the relevant quarter period;	<del>obtains a Permit for during the relevant quarter period will be charged at the full Annual Attachment Fee amount (i.e., C1\$ [REDACTED] per annum, as may be adjusted from time to time in accordance with Item 4 of Appendix A) payable in quarterly installments, being C1\$ [REDACTED] (as may be adjusted on the adjustment of the Annual Attachment Fee) (the <b>“Quarterly Pole Rental Fee”</b>) less any Quarterly Reserved Space Payment (if any) made in relation to such Poles in the relevant quarter period;</del>
	(iv) in each quarter period, the Quarterly Reserved Space Payment and the Quarterly Pole Rental Fee payable will be calculated as follows:	(iv) in each quarter period, the Quarterly Reserved Space Payment and the Quarterly Pole Rental Fee payable will be calculated as follows:	(iv) in each quarter period, the Quarterly Reserved Space Payment and the Quarterly Pole Rental Fee payable will be calculated as follows:	(iv) in each quarter period, the Quarterly Reserved Space Payment and the Quarterly Pole Rental Fee payable will be calculated as follows:	<del>(iv) in each quarter period, the Quarterly Reserved Space Payment and the Quarterly Pole Rental Fee payable will be calculated as follows:</del>
	a. Quarterly Reserved Space Payment = (x – y) x C1\$ [REDACTED]	a. Quarterly Reserved Space Payment = (x – y) x C1\$ [REDACTED]	a. Quarterly Reserved Space Payment = (x – y) x C1\$ [REDACTED]	a. Quarterly Reserved Space Payment = (x – y) x C1\$ [REDACTED]	<del>a. Quarterly Reserved Space Payment = (x – y) x C1\$ [REDACTED]</del>
	b. Quarterly Pole Rental Fee = (y x C1\$ [REDACTED]) – Quarterly Reserved Space Payment	b. Quarterly Pole Rental Fee = (y x C1\$ [REDACTED]) – Quarterly Reserved Space Payment	b. Quarterly Pole Rental Fee = (y x C1\$ [REDACTED]) – Quarterly Reserved Space Payment	b. Quarterly Pole Rental Fee = (y x C1\$ [REDACTED]) – Quarterly Reserved Space Payment	<del>b. Quarterly Pole Rental Fee = (y x C1\$ [REDACTED]) – Quarterly Reserved Space Payment</del>

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	c. Total Payment to DataLink for each quarter = Quarterly Reserved Space Payment + Quarterly Pole Rental Fee	c. Total Payment to DataLink for each quarter = Quarterly Reserved Space Payment + Quarterly Pole Rental Fee	c. Total Payment to DataLink for each quarter = Quarterly Reserved Space Payment + Quarterly Pole Rental Fee	c. Total Payment to DataLink for each quarter = Quarterly Reserved Space Payment + Quarterly Pole Rental Fee	<del>c. Total Payment to DataLink for each quarter = Quarterly Reserved Space Payment + Quarterly Pole Rental Fee</del>
	Where: x = all Poles owned by Electric Utility in Grand Cayman less the poles Communication Utility identifies to be excluded from being reserved, as outlined in Item 2F.	Where: x = all Poles owned by Electric Utility in Grand Cayman less the poles Communication Utility identifies to be excluded from being reserved, as outlined in Item 2F.	Where: x = all Poles owned by Electric Utility in Grand Cayman less the poles Communication Utility identifies to be excluded from being reserved, as outlined in Item 2F.	Where: x = all Poles owned by Electric Utility in Grand Cayman less the poles Communication Utility identifies to be excluded from being reserved, as outlined in Item 2F.	<del>Where: x = all Poles owned by Electric Utility in Grand Cayman less the poles Communication Utility identifies to be excluded from being reserved, as outlined in Item 2F.</del>
	y = all Poles attached to by Communications Utility;	y = all Poles attached to by Communications Utility;	y = all Poles attached to by Communications Utility;	y = all Poles attached to by Communications Utility;	<del>y = all Poles attached to by Communications Utility;</del>
	(All such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A.)	(All such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A.)	(All such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A.)	(All such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A.)	<del>(All such amounts shall be subject to adjustment on the adjustment of the Annual Attachment Fee in accordance with Item 4 of Appendix A.)</del>
	(v) at the end of each quarter period DataLink will update and notify the Communications Utility of the current number of Poles it owns or has the right to attach to in Grand Cayman and of the number of Poles on which the Reserved Space is located;	(v) at the end of each quarter period DataLink will update and notify the Communications Utility of the current number of Poles it owns or has the right to attach to in Grand Cayman and of the number of Poles on which the Reserved Space is located;	(v) at the end of each quarter period DataLink will update and notify the Communications Utility of the current number of Poles it owns or has the right to attach to in Grand Cayman and of the number of Poles on which the Reserved Space is located;	(v) at the end of each quarter period DataLink will update and notify the Communications Utility of the current number of Poles it owns or has the right to attach to in Grand Cayman and of the number of Poles on which the Reserved Space is located;	<del>(v) at the end of each quarter period DataLink will update and notify the Communications Utility of the current number of Poles it owns or has the right to attach to in Grand Cayman and of the number of Poles on which the Reserved Space is located;</del>
	(vi) [Not Used].	(vi) [Not Used].	(vi) [Not Used].	(vi) <del>[Not Used].</del> <u>Notwithstanding the foregoing,</u>	<del>(vi) [Not Used].</del>

	DataLink-C3 (2022-07-13)	DataLink-Digicel (2022-04-21)	DataLink-Flow (2016-11-18)	DataLink-Logic (2013-07-18)	CUC-DataLink (2012-03-20)
				<u>Communications utility guarantees the following minimum total annual payment (“<b>Total Minimum Annual Payments</b>”) to DataLink (in respect of the cumulative total of Quarterly Reserved Space Payments and Quarterly Pole Rental Fees) in each of the following calendar years:</u>	
	N/A	N/A	N/A	a. 2013: CI\$ [REDACTED] b. 2014: CI\$ [REDACTED] c. 2015: CI\$ [REDACTED] d. 2016: CI\$ [REDACTED] e. 2017: CI\$ [REDACTED] f. 2018: CI\$ [REDACTED]	N/A
	N/A	N/A	N/A	and at the end of each calendar year above, Communications Utility shall calculate the total actual payment owed to the Owner Utility, by way of the aggregate of the Quarterly Reserved Space Payments and the Quarterly Pole Rental Fees for each relevant calendar year (the “ <b>Total Annual Payments</b> ”) as compared to the relevant Total Minimum Annual Payment above, and in the event that the Total	N/A

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
				Annual Payments are less than the Total Minimum Annual Payments owed Communications Utility shall calculate the difference and pay same to the Owner Utility by January 31 in the following calendar year.	
	(vii) at the end of the Build-Out Period Communications Utility shall have no further obligation to pay the Reserved Space Payment in respect of any of the Owner Utility's Poles.	(vii) at the end of the Build-Out Period Communications Utility shall have no further obligation to pay the Reserved Space Payment in respect of any of the Owner Utility's Poles.	(vii) at the end of the Build-Out Period Communications Utility shall have no further obligation to pay the Reserved Space Payment in respect of any of the Owner Utility's Poles.	(vii) at the end of the Build-Out Period Communications Utility shall have no further obligation to pay the Reserved Space Payment in respect of any of the Owner Utility's Poles.	<del>(vii) at the end of the Build-Out Period Communications Utility shall have no further obligation to pay the Reserved Space Payment in respect of any of the Owner Utility's Poles.</del>
	2. the Communications Utility shall ensure that, upon grant of a Permit in respect of a Pole, it will install cable(s) in connection with its Attachment which fall within the Electric Utility's permitted wind-load restrictions for the relevant Pole and the Owner Utility agrees that it will, as soon as reasonably practicable after the date of this Deed, provide the Communications Utility with details of the maximum wind load	2. the Communications Utility shall ensure that, upon grant of a Permit in respect of a Pole, it will install cable(s) in connection with its Attachment which fall within the Electric Utility's permitted wind-load restrictions for the relevant Pole and the Owner Utility agrees that it will, as soon as reasonably practicable after the date of this Deed, provide the Communications Utility with details of the maximum wind load	2. the Communications Utility shall ensure that, upon grant of a Permit in respect of a Pole, it will install cable(s) in connection with its Attachment which fall within the Electric Utility's permitted wind-load restrictions for the relevant Pole and the Owner Utility agrees that it will, as soon as reasonably practicable after the date of this Deed, provide the Communications Utility with details of the maximum wind load	2. the Communications Utility shall ensure that, upon grant of a Permit in respect of a Pole, it will install cable(s) in connection with its Attachment which fall within the Electric Utility's permitted wind-load restrictions for the relevant Pole and the Owner Utility agrees that it will, as soon as reasonably practicable after the date of this Deed, provide the Communications Utility with details of the maximum wind load	<del>2. the Communications Utility shall ensure that, upon grant of a Permit in respect of a Pole, it will install cable(s) in connection with its Attachment which fall within the Electric Utility's permitted wind-load restrictions for the relevant Pole and the Owner Utility agrees that it will, as soon as reasonably practicable after the date of this Deed, provide the Communications Utility with details of the maximum wind load</del>

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	permitted for all of the Poles or a reasonable means with which the Communications Utility can compute the same; and	permitted for all of the Poles or a reasonable means with which the Communications Utility can compute the same; and	permitted for all of the Poles or a reasonable means with which the Communications Utility can compute the same; and	permitted for all of the Poles or a reasonable means with which the Communications Utility can compute the same; and	<del>permitted for all of the Poles or a reasonable means with which the Communications Utility can compute the same; and</del>
	3. the Owner Utility agrees that it will, at Communications Utility's expense, use its best endeavours to arrange with the Electric Utility to move any transformers or equipment on any of the Poles which would otherwise restrict or impede Communications Utility's ability to attach its cable(s).	3. the Owner Utility agrees that it will, at Communications Utility's expense, use its best endeavours to arrange with the Electric Utility to move any transformers or equipment on any of the Poles which would otherwise restrict or impede Communications Utility's ability to attach its cable(s).	3. the Owner Utility agrees that it will, at Communications Utility's expense, use its best endeavours to arrange with the Electric Utility to move any transformers or equipment on any of the Poles which would otherwise restrict or impede Communications Utility's ability to attach its cable(s).	3. the Owner Utility agrees that it will, at Communications Utility's expense, use its best endeavours to arrange with the Electric Utility to move any transformers or equipment on any of the Poles which would otherwise restrict or impede Communications Utility's ability to attach its cable(s).	<del>3. the Owner Utility agrees that it will, at Communications Utility's expense, use its best endeavours to arrange with the Electric Utility to move any transformers or equipment on any of the Poles which would otherwise restrict or impede Communications Utility's ability to attach its cable(s).</del>
<b>Attachment A</b>	<b>[intentionally not included here]</b>	<b>[intentionally not included here – note it is the same as the others, except it refers to Digicel in place of DataLink on the pole]</b>	<b>[intentionally not included here]</b>	<b>[intentionally not included here]</b>	<b>[intentionally not included here – note it is the same as the others, except it does not identify specific attachers in the communications space]</b>
<b>Appendix D Standards to be used to determine Capacity</b>	The space reserved for communication cables and equipment on a typical Pole is limited to 36 inches, which practically limits the number of Attachments on any given Pole. Apart from this workspace limitation, a second	The space reserved for communication cables and equipment on a typical Pole is limited to 36 inches, which practically limits the number of Attachments on any given Pole. Apart from this workspace limitation, a second	The space reserved for communication cables and equipment on a typical Pole is limited to 36 inches, which practically limits the number of Attachments on any given Pole. Apart from this workspace limitation, a second	<b>[not included by Logic in its November 2022 submission or by DataLink in its December 2022 submission]</b>	The space reserved for communication cables and equipment on a typical Pole is limited to 36 inches, which practically limits the number of Attachments on any given Pole. Apart from this workspace limitation, a second



	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	limitation of utmost importance that will be considered prior to the granting of a Permit to make an Attachment in relation to a given Pole is whether the wind loading effect of the proposed Attachment will exceed the load bearing capability of the Pole.	limitation of utmost importance that will be considered prior to the granting of a Permit to make an Attachment in relation to a given Pole is whether the wind loading effect of the proposed Attachment will exceed the load bearing capability of the Pole.	limitation of utmost importance that will be considered prior to the granting of a Permit to make an Attachment in relation to a given Pole is whether the wind loading effect of the proposed Attachment will exceed the load bearing capability of the Pole.		limitation of utmost importance that will be considered prior to the granting of a Permit to make an Attachment in relation to a given Pole is whether the wind loading effect of the proposed Attachment will exceed the load bearing capability of the Pole.
	Electric Utility's distribution infrastructure is designed to withstand the 110 mph continuous wind conditions associated with a Category 2 storm. To ensure that this standard is maintained Electric Utility will perform a pole loading calculation prior to the granting of any Permit to attach to a Pole.	Electric Utility's distribution infrastructure is designed to withstand the 110 mph continuous wind conditions associated with a Category 2 storm. To ensure that this standard is maintained Electric Utility will perform a pole loading calculation prior to the granting of any Permit to attach to a Pole.	Electric Utility's distribution infrastructure is designed to withstand the 110 mph continuous wind conditions associated with a Category 2 storm. To ensure that this standard is maintained Electric Utility will perform a pole loading calculation prior to the granting of any Permit to attach to a Pole.		Electric Utility's distribution infrastructure is designed to withstand the 110 mph continuous wind conditions associated with a Category 2 storm. To ensure that this standard is maintained Electric Utility will perform a pole loading calculation prior to the granting of any Permit to attach to a Pole.
	Key input factors used to perform the wind loading calculations include the following:	Key input factors used to perform the wind loading calculations include the following:	Key input factors used to perform the wind loading calculations include the following:		Key input factors used to perform the wind loading calculations include the following:
	1. The calculations are based on the 2007 NESC and 2008 ANSI 05.1 standards	1. The calculations are based on the 2007 NESC and 2008 ANSI 05.1 standards	1. The calculations are based on the 2007 NESC and 2008 ANSI 05.1 standards		1. The calculations are based on the 2007 NESC and 2008 ANSI 05.1 standards
	2. The worst case to be considered is the	2. The worst case to be considered is the	2. The worst case to be considered is the		2. The worst case to be considered is the

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	“extreme wind loading” case with no ice	“extreme wind loading” case with no ice	“extreme wind loading” case with no ice		“extreme wind loading” case with no ice
	3. Wind speed = 110 mph	3. Wind speed = 110 mph	3. Wind speed = 110 mph		3. Wind speed = 110 mph
	4. The calculated wind pressure is 31.0 psf	4. The calculated wind pressure is 31.0 psf	4. The calculated wind pressure is 31.0 psf		4. The calculated wind pressure is 31.0 psf
	5. Safety factor = 1 1/3	5. Safety factor = 1 1/3	5. Safety factor = 1 1/3		5. Safety factor = 1 1/3
	6. The average Wind span is 200 ft	6. The average Wind span is 200 ft	6. The average Wind span is 200 ft		6. The average Wind span is 200 ft
	Attachment A to this Appendix D shows the results of the wind loading calculations and the corresponding wind loading as a percentage of the maximum capacity of the Pole for a few of Electric Utility’s typical pole structure configurations. Electric Utility will not permit Attachments to its Poles that will cause the loading to exceed 100% of capacity. The results show that generally Electric Utility will permit a maximum of four half (½) inch cables to be attached to certain of its existing Poles in the designated communication space between 18.5ft to 21.5ft above ground. However, this is a general statement and is without	Attachment A to this Appendix D shows the results of the wind loading calculations and the corresponding wind loading as a percentage of the maximum capacity of the Pole for a few of Electric Utility’s typical pole structure configurations. Electric Utility will not permit Attachments to its Poles that will cause the loading to exceed 100% of capacity. The results show that generally Electric Utility will permit a maximum of four half (½) inch cables to be attached to certain of its existing Poles in the designated communication space between 18.5ft to 21.5ft above ground. However, this is a general statement and is without	Attachment A to this Appendix D shows the results of the wind loading calculations and the corresponding wind loading as a percentage of the maximum capacity of the Pole for a few of Electric Utility’s typical pole structure configurations. Electric Utility will not permit Attachments to its Poles that will cause the loading to exceed 100% of capacity. The results show that generally Electric Utility will permit a maximum of four half (½) inch cables to be attached to certain of its existing Poles in the designated communication space between 18.5ft to 21.5ft above ground. However, this is a general statement and is without		Attachment A to this Appendix D shows the results of the wind loading calculations and the corresponding wind loading as a percentage of the maximum capacity of the Pole for a few of Electric Utility’s typical pole structure configurations. Electric Utility will not permit Attachments to its Poles that will cause the loading to exceed 100% of capacity. The results show that generally Electric Utility will permit a maximum of four half (½) inch cables to be attached to certain of its existing Poles in the designated communication space between 18.5ft to 21.5ft above ground. However, this is a general statement and is without

	<b>DataLink-C3 (2022-07-13)</b>	<b>DataLink-Digicel (2022-04-21)</b>	<b>DataLink-Flow (2016-11-18)</b>	<b>DataLink-Logic (2013-07-18)</b>	<b>CUC-DataLink (2012-03-20)</b>
	prejudice to the Electric Utility’s authority to determine on a case by case basis, using the basic criteria set out above, whether a particular Pole has sufficient Capacity to accommodate the requested Attachment(s).	prejudice to the Electric Utility’s authority to determine on a case by case basis, using the basic criteria set out above, whether a particular Pole has sufficient Capacity to accommodate the requested Attachment(s).	prejudice to the Electric Utility’s authority to determine on a case by case basis, using the basic criteria set out above, whether a particular Pole has sufficient Capacity to accommodate the requested Attachment(s).		prejudice to the Electric Utility’s authority to determine on a case by case basis, using the basic criteria set out above, whether a particular Pole has sufficient Capacity to accommodate the requested Attachment(s).
<b>Attachment A</b>	<b>[not provided]</b>	<b>[not provided]</b>	<b>[not provided]</b>	<b>[not provided]</b>	<b>[intentionally not included here]</b>