

Dated November 9, 2012

(1) **CABLE AND WIRELESS (CAYMAN ISLANDS), LTD.**
trading as “LIME”
 (“Counterparty”)

AND

(2) **CARIBBEAN UTILITIES COMPANY, LTD.**
 (“Assignor”)

AND

(3) **DATALINK, LTD.**
 (“Assignee”)

NOVATION and AMENDMENT AGREEMENT

APPLEBY

THIS NOVATION AND AMENDMENT AGREEMENT dated November 9, 2012 is made

BETWEEN:

- (1) **CABLE AND WIRELESS (CAYMAN ISLANDS), LTD.** a Company incorporated and registered in the Cayman Islands and having its registered office situated at P.O. Box 293, One Technology Square, Grand Cayman KY1-1104, Cayman Islands **trading as “LIME”** (the “**Counterparty**”);
- (2) **CARIBBEAN UTILITIES COMPANY, LTD.** a Company incorporated and registered in the Cayman Islands and having its registered office situated at North Sound Road, P.O. Box 38, Grand Cayman, KY1-1101, Cayman Islands (the “**Assignor**”); and
- (3) **DATALINK, LTD.** a Company incorporated and registered in the Cayman Islands and having its registered office situated at P.O. Box 38, 457 North Sound Road, Grand Cayman, KY1-1101, Cayman Islands (the “**Assignee**”).

WHEREAS:

- (A) The Counterparty and the Assignor have executed an Agreement for Licensed Occupancy dated 5 November 1996 (the “**Agreement**”) under which the Assignor and the Counterparty agreed certain terms and conditions to grant the Counterparty permission to attach certain wires, cables, associated fitting and/or other equipment to certain poles owned by the Assignor ;
- (B) It is the desire of the parties that, as of the date of this agreement (the “**Effective Date of Novation**”), the Agreement be amended and also novated and/or transferred to the Assignee.

NOW, THEREFORE, with effect from the Effective Date of Novation, it is hereby agreed as follows:

1. The Assignor hereby novates and transfers all of its rights and obligations under the Agreement to the Assignee.
2. The Assignee hereby accepts the novation and transfer to it of all the Assignor’s rights and obligations under the Agreement.

3. The Counterparty hereby agrees to the transfer and novation to the Assignee of all the Assignor's rights and obligations under the Agreement and hereby releases and discharges the Assignor from all obligations under the Agreement arising from and after the date hereof.
4. The Counterparty and the Assignee hereby covenant with each other that they will meet their respective obligations and exercise their respective rights under the Agreement as if, and on the basis that, they were the original parties thereto.
5. The Assignor, the Assignee and the Counterparty hereby agree that the Agreement shall be amended as follows:

- 5.1. There shall be added to the Agreement the following clause prior to Article I:

“Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement.

‘Applicable Standards’ means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around the Electric Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of a Party or other authority with jurisdiction over the Facilities. In all instances of conflict between standards the stricter standard shall be applied unless specifically waived in writing by the Owner.

‘Assigned Space’ means the portion of the space on poles that can be used as defined by the Applicable Standards and as set out in further detail in Schedule C hereto, for the attachment of the Licensee’s Attachments.

‘Attachments’ means Facilities that are utilized to provide Electric Service or Communications Service that are placed directly on the poles.

‘Communications Facilities’ means wire or cable facilities including but not limited to fibre optic, copper and/or coaxial cables or wires owned by either Party and utilized to provide Communications Service including any and all associated equipment.

‘Communications Service’ means the delivery, transmission or receipt of voice, video, data, Internet or other forms of digital or analog signals over Communications Facilities.

‘Communications Space’ means the space on a pole allotted for the attachment of the Attachments by approved Licensees, which begins at the minimum distance above the ground specified under the Applicable Standards and as set out in further detail in Schedule C hereto where attachments can be made.

‘Electric Facilities’ means a distribution device (such as a transformer or street light, etc.) or electric wire owned by the Owner utilized to provide Electric Service, together with all associated equipment necessary to physically attach such Facilities to the poles.

‘Electrical Service’ means the distribution or transmission of electricity over Electric Facilities.

‘Facilities’ means either Communications Facilities or Electric Facilities or both.

‘Make Ready Work’ means all work, as reasonably determined by Owner after reasonable consultation with the Licensee, required to accommodate the Owner’s, the Licensee’s or a Third Party’s Facilities or Attachments and/or to comply with all Applicable Standards and/or the Required Placement. Such work includes, but is not limited to, rearrangement and/or transfer of Owner’s or Licensee’s Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement or construction as it relates to the express purpose of the Make-Ready Work.

‘Party’ means either the Owner or the Licensee.

‘Required Placement’ means, in respect of any Attachment, the bottom-most location in the Assigned Space capable of accommodating such Attachment.

‘Third Party’ means any third party who enters into a pole attachment agreement with the Owner.

5.2 Article 1.1 (vi) of the Agreement shall be deleted and replaced with the following:

“To indemnify and save harmless the Owner from all claims and demands for or in respect to any loss, damage or injury (including injury or loss of life) to property or persons arising out of or attributable to the exercise by the Licensee of the permissions herein granted. The liability of the Licensee under this Article (with the exception of liability for loss of life) shall not in aggregate during any year of the Agreement exceed the total amounts paid by the Licensee to the Owner in the year immediately preceding that in which a claim or demand arose

and shall not in the aggregate over the entire term of the Agreement exceed Two Million Dollars Cayman Islands Currency (CI\$2,000,000.00)".

5.3 In Article 11.1 the fax number for the Licensee shall be deleted and replaced with "345 814 0200".

5.4 A new clause entitled "Liability" shall be added to the Agreement as "Article XV" and shall read as follows:

15.1 Neither the Owner nor the Licensee shall be under any liability whatsoever to the other for any loss or damage that the other party may sustain (hereinafter collectively referred to as "losses") as a result of or in the course of the discharge by the relevant party of its duties and obligations under this agreement other than any losses arising by reason of its negligence, fraud and/or wilful default. The liability of either party under this Article (with the exception of liability for personal injury or death) shall not in aggregate during any year of the Agreement exceed the total amounts paid by the Licensee to the Owner in the year immediately preceding that in which a claim or demand arose and shall not in the aggregate over the entire term of the Agreement exceed Two Million Dollars Cayman Islands Currency (CI\$2,000,000.00).).

15.2 The Owner and Licensee shall not in any circumstances be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any anticipated or indirect or consequential loss on account of or in respect of any loss or damage suffered by the other in connection with the relevant party's performance of, or failure to perform, its obligations under this Agreement, even if the possibility of such loss has been notified by one party to the other.

5.5 A new clause entitled "Make Ready Work/Installation" shall be added to the Agreement as "Article XVI" and shall read as follows:

16.1 Estimate for Make Ready Work. In the event the Owner determines that it can accommodate the Licensee's request for Attachment(s), or that it is necessary to undertake Make Ready Work in order to ensure compliance with the Required Placement or to accommodate a Third Party, it will notify the Licensee and provide an estimate, upon request, of any Make Ready Work charges to be undertaken by the Owner.

16.2 Payment of Make-Ready Work.

(A) Where Make Ready Work is required to be undertaken in respect of any of the Licensee's Attachments that are within the Licensee's

Assigned Space existing prior to the Effective Date of Novation, the costs of all such Make Ready Work shall be borne solely by the Owner.

- (B) Where Make Ready Work is required in respect of any of the Licensee's Attachments that are not within the Licensee's Assigned Space existing prior to the Effective Date of Novation, the costs of all such Make Ready Work shall be borne solely by the Licensee.
- (C) The Owner may require payment in advance for all Make Ready Work based upon the estimated cost of such work if the estimate exceeds CI\$1,000.00. Upon completion Licensee shall pay Owner's actual cost of Make Ready Work.

16.3 Required Timing of Make Ready Work. Where the Owner has delivered a notice to the Licensee requiring the Licensee to undertake Make Ready Work ("**Make Ready Work Notice**") in respect of any of its Attachments, the Licensee shall be required to complete the requested Make Ready Work involving up to twenty-five (25) attachments within ten (10) business days and all others within twenty (20) business days ("**Required Make Ready Deadline**") of the receipt of such Make Ready Work Notice, unless otherwise mutually agreed in writing. Where the Licensee fails to complete any Make Ready Work within the Required Make Ready Deadline, the Owner shall be entitled to complete the requested Make Ready Work and to recover the costs of the Make Ready Work from the Licensee.

16.4 Scheduling of Make Ready Work. In performing all Make Ready Work to accommodate the Licensee's Facilities, the Owner will endeavour to include such work in its normal work schedule. In the event the Licensee requests that the Make Ready Work be performed on a priority basis or outside of the Owner's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of the Licensee's work before other scheduled work or Owner's own service restoration.

16.5 Licensee's Installation/Removal/Maintenance Work.

- (A) All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good quality manner in accordance with any construction and /or engineering standards as exist in the Cayman Islands from time to time, and must not adversely affect the structural integrity of the poles or

Owner's Facilities or any other Third Party's Facilities or equipment attached thereto.

- (B) All of Licensee's installation, removal and maintenance work performed on the poles or in the vicinity of other Owner's Facilities, either by its employees or contractors, shall be in compliance with the specifications of Schedule C. Licensee shall assure that any person installing, maintaining, or removing its Facilities is fully qualified and familiar with all Applicable Standards and the minimum design specifications contained in Schedule C.

16.6 Time is of the Essence. Time is of the essence with respect to the performance of all Make Ready Work required to be performed by the Licensee under this Agreement.

5.6 A 'Schedule C' shall be added to the Agreement and shall read as follows:

"Design Specifications for Attachments to Poles

Item 1 - Typical Pole Configuration.

- A. Representative Pole configurations are shown in the drawing included as Attachment A to this Schedule C.
- B. Applicable Standards are as set forth in the Agreement.
- C. Licensee shall have a space of one foot on the poles for Attachment and each such Attachment shall be made at the bottom of such space.
- D. Attaching Utility shall use its best efforts to make only one Attachment per pole per space going forward (utilizing such methods as over-lashing where necessary). Attachments made prior to the date of this novation agreement will not be deemed in contravention of this requirement.
- E. Attaching Utility shall be permitted to attach agreed special equipment such as distribution-point boxes, joints, etc., immediately below the assigned space in a location approved in writing by the assignee.

Item 2 - Other Mutual Agreements.

- F. Licensee shall design for and request, as needed, pole guys to be installed by Owner."

IN WITNESS whereof the parties hereto have caused this agreement to be duly executed as a DEED on the day and year first written.

EXECUTED as a DEED by CABLE AND)
WIRELESS (CAYMAN ISLANDS) LTD. in)
the presence of:)

Storke's
Witness Donnie Forbes

)
)
) Director C. A. RITCH
) G.M. # DIRECTOR

)
) Th
) Director / Secretary THERESA CHRISTIAN
) SECRETARY

EXECUTED as a DEED by CARIBBEAN)
UTILITIES COMPANY, LTD. in the)
presence of:)

[Signature]
Witness

)
) [Signature]
) Director

)
) [Signature]
) Director / Secretary

EXECUTED as a DEED by DATALINK,)
LTD. in the presence of:)

[Signature]
Witness

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) [Signature]
) Director

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) [Signature]
) Director / Secretary