



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

Spectrum Lease Notification

Proposed lease of spectrum rights in the 3.6 GHz band from each of Meteor Mobile Communications Limited, Three Ireland (Hutchison) Limited, and Vodafone Ireland Limited to Imagine Communications Ireland Limited.

Information Notice

Reference: ComReg 20/89

Date: 29/09/2020

An Coimisiún um Rialáil Cumarsáide
Commission for Communications Regulation

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Additional Information

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1: Introduction

1. In October 2017, the Commission for Communications Regulation (“ComReg”) published its response (“Document 17/82”)¹ to the public consultation (“Document 17/47”)² on its draft framework for spectrum leases in Ireland (“Spectrum Lease Framework”). ComReg also updated its spectrum transfer procedures to reflect its decisions on the Spectrum Lease Framework in the RSPP³ and 700 MHz⁴ bands (“Document 14/11R”⁵).
2. While the draft Wireless Telegraphy (Transfer of Spectrum Rights of Use) (Amendment) Regulations have yet to be made, there is no impediment to leasing applications being submitted in advance of the completion of that process.⁶
3. On 16 June 2020, ComReg formed the opinion that the lease of spectrum rights in the 3.6 GHz band to Imagine Communications Ireland Limited (“Imagine”)⁷ from each of Meteor Mobile Communications Limited (trading as “eir”) (“Meteor”)⁸, Three Ireland (Hutchison) Limited (trading as “3”) (“3IRL”)⁹ and Vodafone Ireland Limited (trading as Vodafone) (“Vodafone”)¹⁰ would not distort competition and determined that the leases may be put into effect for a period of three months from 22 June 2020.
4. Those leases expired on the 21 September 2020 and Imagine has submitted to ComReg three separate further notifications to lease spectrum rights in the 3.6 GHz band from each of Meteor, 3IRL and Vodafone (together the “Lease Notifications”).

¹ ComReg Document 17/82 – Spectrum leases in Ireland: Response to Consultation on the framework for spectrum leases in Ireland – published 12 October 2017. <https://www.comreg.ie/publication-download/spectrum-leases-ireland-response-consultation-framework-spectrum-leases-ireland>

² ComReg Document 17/47 – Consultation on Spectrum leasing in Ireland: Consultation on Spectrum leasing in Ireland – published 1 June 2017. <https://www.comreg.ie/publication-download/consultation-spectrum-leasing-ireland>

³ The EU RSPP Decision (Decision No 243/2012/EU) requires EU Member States to allow the transfer or leasing of spectrum rights of use in the 800 MHz, 900 MHz, 1800 MHz, 2100 MHz, 2.6 GHz and 3.6 GHz bands (the “RSPP Bands”).

⁴ Decision (EU) 2017/899 of 17 May 2017 on the use of the 470-790 MHz frequency band in the Union requires EU Member States to allow the transfer or leasing of spectrum rights of use in the 700 MHz (694-790 MHz) band.

⁵ ComReg Document 14/11R – Spectrum Transfer and Lease Framework in Ireland: Procedures and Guidelines, and Notification Form(s) – published 12 October 2017. <https://www.comreg.ie/publication-download/framework-for-spectrum-transfers-and-spectrum-transfer-notification-form>

⁶ See, for example, the Wireless Telegraphy (3.6 GHz Band Licences) Regulations 2016 (S.I. No. 532 of 2016) at <http://www.irishstatutebook.ie/eli/2016/si/532/made/en/print#>

⁷ Imagine Communications Ireland Limited provides fixed wireless electronic communication services.

⁸ Meteor Mobile Communications Limited provides mobile electronic communication services.

⁹ Three Ireland (Hutchison) Limited provides mobile electronic communication services.

¹⁰ Vodafone Ireland Limited provides fixed and mobile electronic communication services.

5. Having considered the Lease Notifications, and in accordance with the procedures set out in Document 14/11R (and paragraphs 15-17 of same in particular), this information notice sets out:
 - the relevant technical details of each lease notification and other relevant material; and
 - the process by which interested parties may make submissions on the proposed leases to Imagine and next steps.

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2: Key elements of the Lease Notifications

6. Details of the Lease Notifications are set out in the three annexes to this notice but, at a high level, they entail Imagine leasing:
 - 20 MHz of Meteor's 3.6 GHz band spectrum rights at twelve locations, (see Annexes 1 and 2);
 - 20 MHz of 3IRL's 3.6 GHz band spectrum rights at one location (see Annexes 3 and 4); and
 - 20 MHz of Vodafone's 3.6 GHz band spectrum rights at three locations, 40 MHz at one further location; and 60 MHz at another further location (see Annexes 5 and 6).
7. Furthermore, Imagine proposes to lease the above 3.6 GHz band spectrum rights for an initial three month period, followed by a further three month period subject to the prior agreement by the relevant parties, and approval by ComReg. However, spectrum rights at one site in the proposed Imagine/Vodafone lease agreement would only be leased until 30 November 2020.
8. ComReg notes that the Lease Notifications do not entail any amendments to the licence conditions of Meteor, 3IRL or Vodafone.

3: Submitting comments and next steps

3.1 Submitting Comments

9. In accordance with Document 14/11R, ComReg now invites submissions from interested parties on the Lease Notifications, whether singularly or combined, and refers to the Chapter 3 of Document 14/11R for guidance on how ComReg will determine whether or not a proposed lease would distort competition.
10. ComReg requests that submissions be made by no later than **2 October 2020**. Considering that the proposed lease agreements are related to the Temporary spectrum management measures as proposed in ComReg Document 20/86R, ComReg has set a shorter period compared to the normal four weeks identified in ComReg's Consultation Procedures.¹¹
11. Submissions must be provided in written form (e-mail), clearly marked — Submissions to ComReg Document 20/89 to:

Mr. Brendan O'Brien
Commission for Communications Regulation
Email: marketframeworkconsult@comreg.ie
12. Electronic submissions should be submitted in an unprotected format so that they may be readily included in the ComReg submissions document for electronic publication.
13. ComReg appreciates that respondents may wish to provide confidential information if their comments are to be meaningful. In order to promote openness and transparency, ComReg will publish all respondents' submissions to this notice, as well as all substantive correspondence on matters relating to this document, subject to the provisions of ComReg's guidelines on the treatment of confidential information (Document 05/24).
14. In this regard, respondents should submit views in accordance with the instructions set out below. When submitting a response to this notification that contains confidential information, respondents must choose one of the following options:
 - A. Preferably, submit both a non-confidential version and a confidential version of the response. The confidential version must have all confidential information clearly marked and highlighted in accordance with the instruction set out below

¹¹ See Document 11/34.

and include the reasons as to why they consider any particular material to be confidential. The separate non-confidential version must have actually redacted all items that were marked and highlighted in the confidential version.

OR

- B. Submit only a confidential version including the reasons as to why they consider any particular material to be confidential and ComReg will perform the required redaction to create a non-confidential version for publication. With this option, respondents must ensure that confidential information has been marked and highlighted in accordance with the instructions set out below. Where confidential information have not been marked as per our instructions below, then ComReg will not create the non-confidential redacted version and the respondent will have to provide the redacted non-confidential version in accordance with option A above.
15. For ComReg to perform the redactions under Option B above, respondents must mark and highlight all confidential information in their submission as follows:
- a. Confidential information contained within a paragraph must be highlighted with a chosen particular colour,
 - b. Square brackets must be included around the confidential text (one at the start and one at the end of the relevant highlighted confidential information),
 - c. A Scissors symbol (Symbol code: Wingdings 2:38) must be included after the first square bracket.
16. For example, “Redtelecom has a market share of [~~25~~25%].”

3.2 Next steps

17. ComReg will consider all submissions made in response to this notice within the specified deadline and:
- may request further information from the notifying parties and from other sources to aid in its assessment of any submissions received;
 - may enter into discussions with the notifying parties with a view to identifying measures which would ameliorate any effects of the notified leases on competition;
 - if it forms the opinion that the result of any lease/s (whether singularly or combined) will not be to distort competition, will determine that the lease/s may

- be put into effect and publish notice of its determination/s on its website on the same day as the determination/s is made¹²; and
- if having considered the information provided and all submissions received, ComReg is unable on the basis of the information before it to form a view that the result of a lease will not be to distort competition, ComReg will make a determination to carry out a full investigation of any such lease (i.e. to proceed to phase 2 as set out in Document 14/11R).

¹² In particular, ComReg will, within 35 working days of the publication of this information notice, inform the notifying parties and any other undertakings or third parties who have made submissions that it has so determined. On the date of the determination, the Commission, in addition to informing the notifying parties, will publish notice of the making of the determination on its website. The Commission will publish a non-confidential version of the text of its determination on its website at the earliest possible date thereafter (and in any event, no later than two months from the date of the determination).

Annex 1: Imagine/Meteor proposed lease

Figure 1: Relevant service areas for the proposed Imagine/Meteor lease

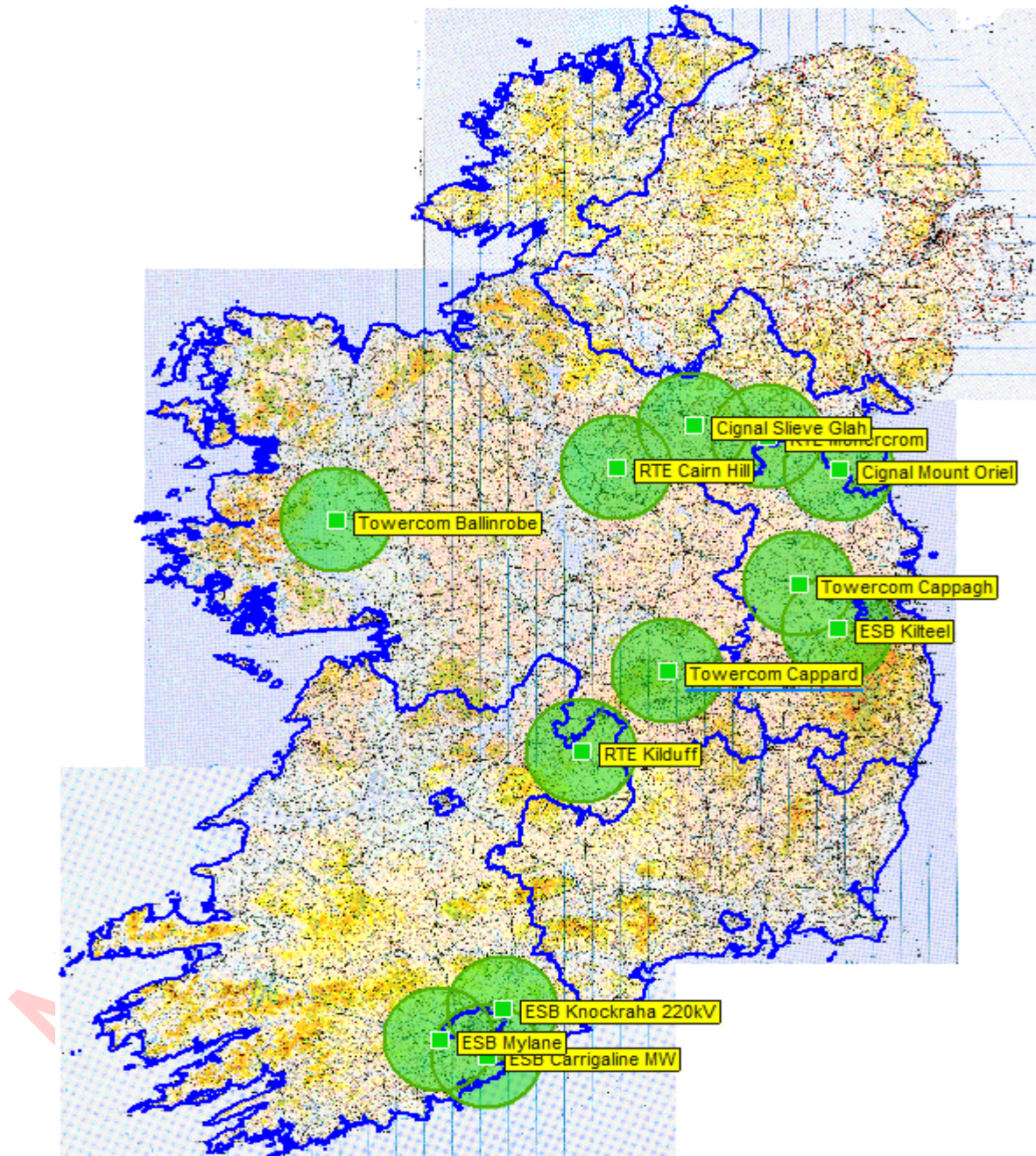


Table 1: Technical details of each service area for the proposed Imagine/Meteor lease

Service area	Centre Point of service area		Radius	Frequency Range	Quantum of spectrum	Maximum EIRP per Sector (dBm over 20MHz)
	Longitude	Latitude				
MO007 Towercom Ballinrobe	-9.22611	53.62433	20km	3620 – 3640 MHz	20 MHz	37dBm
LD001 RTE Cairn Hill	-7.71545	53.80721	20km	3620 – 3640 MHz	20 MHz	37dBm
LS010 Towercom Cappard	-7.45388	53.11053	20km	3620 – 3640 MHz	20 MHz	37dBm
CN008 Signal Slieve Glah	-7.29532	53.95323	20km	3620 – 3640 MHz	20 MHz	37dBm
CN004 RTE Mohercrom	-6.90128	53.91036	20km	3620 – 3640 MHz	20 MHz	37dBm
KE022 Towercom Cappagh	-6.74583	53.40512	20km	3620 – 3640 MHz	20 MHz	37dBm
LH004 Signal Mount Oriel	-6.51016	53.79096	20km	3620 – 3640 MHz	20 MHz	37dBm
KE008 ESB Kilteel	-6.53918	53.24611	20km	3620 - 3640 MHz	20 MHz	37dBm
CK025 ESB Mylane	-8.64545	51.84762	20km	3620 - 3640 MHz	20 MHz	37dBm
CK024 ESB Carrigaline MW	-8.39674	51.79121	20km	3620 - 3640 MHz	20 MHz	37dBm
CK048 ESB Knockraha 220kV	-8.32037	51.95526	20km	3620 - 3640 MHz	20 MHz	37dBm

Service area	Centre Point of service area		Radius	Frequency Range	Quantum of spectrum	Maximum EIRP per Sector (dBm over 20MHz)
	Longitude	Latitude				
TY017 RTE Kilduff	-7.90997	52.83522	20km	3620 - 3640 MHz	20 MHz	37dBm

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Annex 2: Imagine/Meteor proposed lease agreement

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Dated 18th September 2020

(1) METEOR MOBILE COMMUNICATIONS LIMITED

AND

(2) IMAGINE COMMUNICATIONS IRELAND LIMITED

3.6GHz SPECTRUM SUBLICENCE

THIS LICENCE is made the 18th day of **September 2020** (the **Licence Agreement**)

BETWEEN

(1) Meteor Mobile Communications Limited having its registered office at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03 ('eir' which expression shall where the context so admits include its successors and assigns); and

(2) Imagine Communications Ireland Limited having its registered office at Unit 5/6 Sandyford Business Centre, Blackthorn Road, Sandyford Industrial Estate, Dublin 18 ('Imagine')

1 Background and Purpose

The Commission for Communication Regulation (**ComReg**), in exercise of its powers granted to eir a licence to use 3.6GHz Band Spectrum (**eir's 3.6GHz Band Licence**).

eir does not currently use all of the spectrum allocated to it under eir's 3.6GHz Band Spectrum and further to the 3.6 GHz Band Spectrum Award (the **Award**) conducted by ComReg in 2017. In light of the transition by Imagine to its new 3.6 GHz Band spectrum on foot of the Award as well as measures introduced by the Irish Government in response to the declaration on 11 March 2020 by the World Health Organisation (**WHO**) that the novel coronavirus (**COVID-19**) could be characterised as a pandemic resulting in significant changes to the normal traffic levels and patterns of the electronic communications networks (**ECNs**) in Ireland, eir and Imagine have agreed a short term sub licence of some of the unused part of eir's 3.6GHz Band Spectrum to Imagine.

2 Scope of this Licence Agreement

The purpose of this Licence Agreement is to set out the terms under which the agreed part of eir's 3.6GHz Band Spectrum will be sub licensed to Imagine for a short and defined period of time in the frequencies, locations and area as identified in Annex 1 to this Licence Agreement (**Annex 1**).

In consideration of the agreement by Imagine to comply with the terms and conditions of this Licence Agreement hereinafter contained eir **HEREBY GRANTS** to Imagine a right for the period of three (3) calendar months from the 22nd September 2020 (the **Licence Period**) **TO USE** that part of eir's 3.6 GHz Band Spectrum in the service areas and at the frequency ranges identified in Annex 1 hereto and the Apparatus Locations set out in Annex 2 (the **Licensed Spectrum**) **AND** Imagine hereby agrees to be bound by and observe the terms and conditions of this Licence Agreement hereinafter contained. The parties acknowledge that the grant of Licence is conditional on ComReg granting its consent to such Licence under the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) the '**Framework**'.

Terms and Conditions

1. Imagine shall pay a licence fee of [REDACTED] plus VAT (the **Licence Fee**) to eir for the use of Licensed Spectrum. This Licence Fee is in line with the nominal fee proposed by ComReg for Temporary ECS Licences. Payment falls due upon execution of this agreement and shall be made to:

[REDACTED]

[REDACTED]

[REDACTED]

2. If Imagine shall fail to pay any sum made payable herein within seven (7) days of the day herein prescribed for the payment of same such unpaid sum shall bear interest from the day or days on which the same shall become due to the date of actual payment (after as well as before any judgement) at a rate per centum per month which shall equal the monthly rate of interest for the time being chargeable

under Section 1080 of the Taxes Consolidation Act 1997 (or such other monthly rate of interest as may from time to time be chargeable upon arrears of tax).

3. Imagine shall discharge any liability which may arise under any legislation or otherwise in consequence of its use of the Licensed Spectrum.
4. Imagine shall be responsible for all damage or loss created by Imagine, in or about the use by them of the Licensed Spectrum or otherwise arising as a result of any act, neglect or default on the part of Imagine, and Imagine hereby indemnifies eir in respect of all such damage or loss.
5. Imagine covenants to ensure that eir's telecommunications business will be in no way interfered with or disrupted by Imagine or any of its employees, agents or contractors.
6. eir accepts no responsibility for any loss or damage caused to Imagine arising out of Imagine's use of the Licensed Spectrum.
7. Use of the Licensed Spectrum is entirely at Imagine's own risk, no claims for damages or losses will be entertained by eir.
8. Imagine shall on its own behalf and shall ensure that its agents and contractors effect and keep in force during the term of this Licence Agreement such public liability, employers liability and any other policies of insurance as maybe necessary to cover Imagine against any claim arising under this Licence Agreement.
9. Imagine shall observe and comply with (1) the rights of the radio frequency under eir's 3.6 GHz Band Spectrum licence granted by ComReg to eir (including all terms and conditions in that licence) which are to be sub licensed to Imagine by eir and (2) all rules and regulations from time to time made by ComReg for the proper and orderly use of the Licensed Spectrum. The lessor is and will continue to comply with all the licence conditions attaching to the rights of use to spectrum to be transferred following a partial transfer.
10. eir will comply with all licence conditions of eir's 3.6 GHz Band Spectrum.
11. Imagine hereby covenants with eir that upon expiration of the Licence Period, Imagine shall no longer use the Licensed Spectrum.
12. At the end of the Licence Period eir and Imagine may agree to extend the Licensed Period for a further period of three (3) months if eir's Temporary ECS Licence, issued on 7th July 2020, is extended by ComReg. At the end of the Licensed Period or the subsequent renewal of the Licensed Period eir and Imagine will recommence the previously agreed transition plan unless other arrangements are agreed taking into account the situation regarding COVID-19 Temporary spectrum management measures.
13. Either party to this Licence Agreement may terminate this Licence Agreement on giving not less than 1 months' notice in writing to the other party in the circumstances where eir's Temporary ECS Licence is extended by ComReg for a period less than 3 months.
14. If the Licence Fee is not paid by Imagine when it falls due or if any of the other terms and conditions herein contained are not observed or performed or if Imagine goes into liquidation or permits a receiver or examiner to be appointed over its assets then and in any of the said cases and at any time thereafter it shall be lawful for eir to forthwith terminate this Licence Agreement but without prejudice to any right of action or remedy of eir in respect of any antecedent breach by Imagine of any of the within terms and conditions.
15. eir by granting this licence does not undertake that the Licensed Spectrum is or will become or will remain fit for the purpose to which Imagine puts or intends to put it.
16. Imagine covenants with eir that it will pay on the signing of this Licence Agreement the Licence Fee.

17. Imagine shall pay stamp duty (if any) on this Licence Agreement.
18. Imagine shall pay all VAT that may be exigible on any payments made or to be made by Imagine to eir under the terms of or arising out of this Licence Agreement and any VAT (if any) that may be exigible in relation to the entry in to of this Licence Agreement.
19. The address of Imagine and eir for the service of all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or post by registered post to the following addresses:

Imagine: The Secretary
Imagine Communications Ireland Limited
Unit 5/6 Sandyford Business Centre, Blackthorn Road,
Sandyford Industrial Estate,
Dublin 18

eir : The Company Secretary
Meteor Mobile Communications Limited
2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03

20. Imagine shall be a licensee only and accordingly this Licence Agreement is not intended nor shall it operate or be deemed to operate either at law or in equity as a demise of any property the subject matter of this Licence Agreement.
21. The Licence Agreement is subject to the (relevant aspects) of the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) the **Framework**), including:
 - (a) confirmation by ComReg that all requisite information and administrative fee has been provided;
 - (b) publication by ComReg of a notice on its web-site containing certain information ;
 - (c) consideration of any responses received from third parties; and
 - (d) a determination by ComReg.

Imagine shall be responsible for the provision of all necessary information required by ComReg for the purposes of it reaching a determination under the Framework. eir shall co-operate with Imagine in providing eir related information reasonably required by Imagine for the application to ComReg.

The parties acknowledge that this Licence is conditional on ComReg granting its consent in accordance with the Framework, and that eir shall have no liability to Imagine in the event that ComReg does not approve this Licence under the Framework for any reason.

22. To comply with the Framework, the following details are required for the ComReg notice:
 - (a) The names of the notifying parties (and trading names);
 - (b) The business activities of the undertakings involved in the transfer or lease notification.
 - (c) Technical details of the transfer or lease notification;
 - (d) the service area, frequency range and dates set out in Annex 1;
 - (e) the apparatus locations set out in Annex 2 to this Licence Agreement;
 - (f) the service area as defined in Annex 3 to this Licence Agreement;

(g) Services to be provided;

The provision of FWA services to Imagine's existing customers only within the service area identified in Annex 1; and

(h) apparatus to be used in the proposed service area-

Apparatus will be as currently licensed and operated by Imagine in its liberalised licence and TPL licences.

23. For the avoidance of doubt this Licence Agreement hereby granted shall be personal to Imagine and shall not be assignable.
24. Save in respect of its own acts or omissions eir shall not be liable for the death of any person or injury to or for damage to any property of or for any losses or claims or demands or actions or proceedings or damages or costs or expenses or other liability incurred by Imagine or any person whatsoever in the exercise or the purported exercise of the rights granted by this Licence Agreement.
25. Save in respect of eir's acts or omissions Imagine acknowledges that use of the Licensed Spectrum is at Imagine's sole and own risk as regards injuries to person and/or loss or damage to property and that eir and any of its agents or servants shall not have any liability to Imagine in this regard.
26. All sums payable by Imagine under this Licence Agreement shall be paid without any deduction or set-off or counterclaim.
27. eir shall not be liable to Imagine for any failure to perform any of its obligations under this Licence Agreement (including making the Licensed Spectrum available for use by Imagine during the Licence Period where such failure is as a result of causes or circumstances beyond the control of eir including but not limited to acts of God and/or actions or inactions of any governmental or statutory authority and/or fires and/or floods and/or civil unrest or wars.
28. Each party shall be responsible for its own legal costs and expenses in or about the negotiation and preparation of this Licence Agreement.
29. If any provision of this Licence Agreement is prohibited or unenforceable in any jurisdiction then such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.
30. Except as provided at law or equity or elsewhere in this Licence Agreement none of the provisions of this Licence Agreement shall be varied or waived or discharged or released except with the prior written consent of the parties.
31. This Licence Agreement constitutes the whole agreement and entire understanding between the parties and supersedes and replaces any previous agreements or arrangements or understandings between the parties relating to its subject matter.
32. No waiver by any party of any of the requirements of this Licence Agreement shall have effect unless given in writing and signed by or on behalf of the party giving the waiver and no delay by any party in exercising any of its rights under this Licence Agreement shall impair the same.
33. This Licence Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Licence Agreement.
34. Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder as a result of force majeure. For the avoidance of any doubt, no claim of force majeure shall entitle Imagine to continue use of the Licensed Spectrum beyond the Licensed Period agreed with eir.

35. This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof the parties have entered into this Licence Agreement on the date specified above.

Signed	[REDACTED]	[REDACTED]
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
Company	Meteor Mobile Communications Limited	Imagine Communications Group Sandyford Business Centre, Dublin 18, Ireland
Date	18/09/20	18/09/20

ANNEX 1- Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Licence Agreement

Service Area	Frequency Range	Commencement Date	Expiry Date
Lat: 53.624328 Long: -9.226107 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14 , Commencement plus 3 months
Lat: 51.79121 Long: -8.39674 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 51.847624 Long: -8.645447 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 51.95525918 Long: -8.320372392 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.790962 Long: -6.510159 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.246111 Long: -6.539177 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.11052944 Long: -7.453881535 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.40511697 Long: -6.745834838 Radius: 20km	3620MHz - 3640MHz	07/04/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.9103621 Long: -6.901284327 Radius: 20km	3620MHz - 3640MHz	01/05/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.95323 Long: -7.29532 Radius: 20km	3620MHz - 3640MHz	01/05/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 53.8072054 Long: -7.715448198 Radius: 20km	3620MHz - 3640MHz	01/05/2020	Subject to Clause 12 to 14, Commencement plus 3 months
Lat: 52.83521958 Long: -7.909970097 Radius: 20km	3620MHz - 3640MHz	01/05/2020	Subject to Clause 12 to 14, Commencement plus 3 months

Table 1: Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

ANNEX 2 – Details of Apparatus Location entailed by the Licence Agreement

Service Area	Site Identity	Latitude	Longitude	Maximum EIRP per Sector (dBm over 20MHz)
Lat: 53.624328 Long: -9.226107 Radius: 20km	MO007 Towercom Ballinrobe	53.62433	-9.22611	37dBm
Lat: 51.79121 Long: -8.39674 Radius: 20km	CK024 ESB Carrigaline MW	51.79121	-8.39674	37dBm
Lat: 51.847624 Long: -8.645447 Radius: 20km	CK025 ESB Mylane	51.84762	-8.64545	37dBm
Lat: 51.95525918 Long: -8.320372392 Radius: 20km	CK048 ESB Knockraha 220kV	51.95526	-8.32037	37dBm
Lat: 53.790962 Long: -6.510159 Radius: 20km	LH004 Cignal Mount Oriel	53.79096	-6.51016	37dBm
Lat: 53.246111 Long: -6.539177 Radius: 20km	KE008 ESB Killeel	53.24611	-6.53918	37dBm
Lat: 53.11052944 Long: -7.453881535 Radius: 20km	LS010 Towercom Cappard	53.11053	-7.45388	37dBm
Lat: 53.40511697 Long: -6.745834838 Radius: 20km	KE022 Towercom Cappagh	53.40512	-6.74583	37dBm
Lat: 53.9103621 Long: -6.901284327 Radius: 20km	CN004 RTE Mohercrom	53.91036	-6.90128	37dBm
Lat: 53.95323 Long: -7.29532 Radius: 20km	CN008 Cignal Slieve Glah	53.95323	-7.29532	37dBm
Lat: 53.8072054 Long: -7.715448198 Radius: 20km	LD001 RTE Cairn Hill	53.80721	-7.71545	37dBm
Lat: 52.83521958 Long: -7.909970097 Radius: 20km	TY017 RTE Kilduff	52.83522	-7.90997	37dBm

Table 2: Details of Apparatus Location entailed by Licence Agreement

ANNEX 3 – Details of Service Areas entailed by Licence Agreement

Centre Point	Easting	Northing	Radius (max 20 km)	Corresponding TSA(s)
MO007 Towercom Ballinrobe	-9.22611	53.62433	20km	N/A
CK024 ESB Carrigaline MW	-8.39674	51.79121	20km	N/A
CK025 ESB Mylane	-8.64545	51.84762	20km	N/A
CK048 ESB Knockraha 220kV	-8.32037	51.95526	20km	N/A
LH004 Signal Mount Oriel	-6.51016	53.79096	20km	N/A
KE008 ESB Killeel	-6.53918	53.24611	20km	N/A
LS010 Towercom Cappard	-7.45388	53.11053	20km	N/A
KE022 Towercom Cappagh	-6.74583	53.40512	20km	N/A
CN004 RTE Mohercrom	-6.90128	53.91036	20km	N/A
CN008 Signal Slieve Glah	-7.29532	53.95323	20km	N/A
LD001 RTE Cairn Hill	-7.71545	53.80721	20km	N/A
TY017 RTE Kilduff	-7.90997	52.83522	20km	N/A

Table 3: Centre points of areas constituting the relevant service areas

Annex 3: Imagine/3IRL proposed lease

Figure 2: Relevant service area for the proposed Imagine/3IRL lease

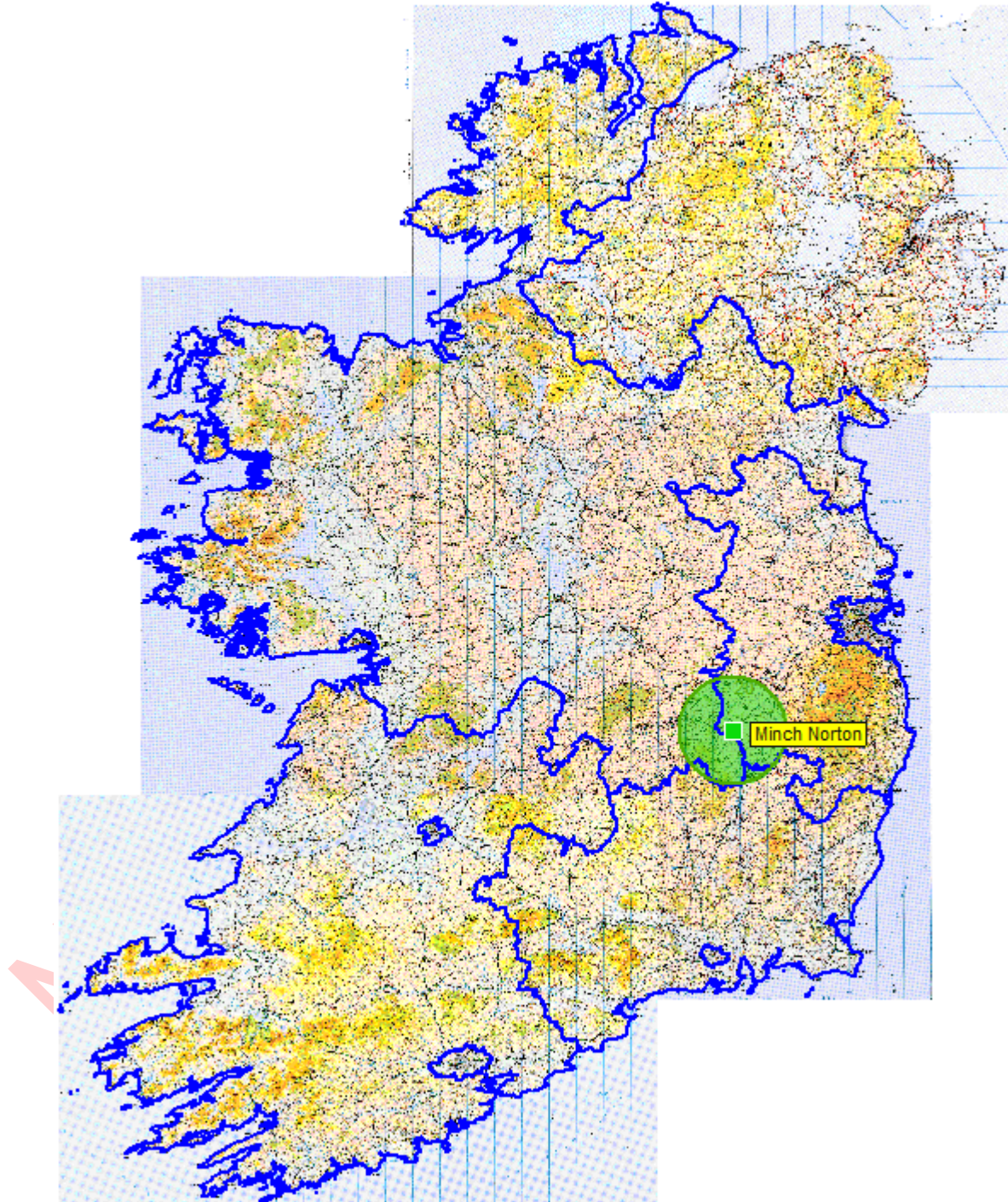


Table 2: Technical details of each service area for the proposed Imagine/3IRL lease

Service area	Centre point of service area		Radius	Frequency Range	Quantum of spectrum	Maximum EIRP per Sector (dBm over 20MHz)
	Longitude	Latitude				
KE006 Minch Norton	-6.99168	52.98976	20km	3700 – 3720 MHz	20 MHz	37dBm

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Annex 4: Imagine/3IRL proposed lease agreement

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Lease Agreement for Short Term Use by Imagine of Part of 3IRL's 3.6GHz Band Spectrum

21st September, 2020

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2.2	DETAILS OF SPECTRUM TO BE LEASED	3
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1 Background and Purpose

Further to the 3.6 GHz Band Spectrum Award (“the Award”) conducted by the Commission for Communications Regulation (“ComReg”) and the Transition by Imagine Communications Ireland Limited (“Imagine”) to its new 3.6 GHz Band spectrum on foot of the Award as well as measures introduced by the Irish Government in response to the declaration on 11 March 2020 by the World Health Organisation (“WHO”) that the novel coronavirus (COVID-19) could be characterised as a pandemic resulting in significant changes to the normal traffic levels and patterns of the electronic communications networks (“ECNs”) in Ireland Imagine has identified a requirement for the short term lease of part of Three Ireland (Hutchison) Limited’s (“3IRL”) 3.6GHz Band Spectrum.

The purpose of this document is to set out the terms under which the agreed part of 3IRL’s 3.6GHz Band Spectrum will be leased by Imagine.

2 Scope of Agreement

Imagine (as, and hereinafter referred to as “Lessee”) and 3IRL (as, and hereinafter referred to as “lessor”) are proposing that Lessee would use 3.6 GHz Band spectrum rights assigned to Lessor¹ for a short and defined period of time in the locations and area as identified in **Annex 1**.

2.1 Spectrum Lease Definition

As the Proposed Arrangement entails the short-term use by Lessee of Lots already commenced under Lessor’s 3.6 GHz Band Liberalised Use Licence, the Proposed Arrangement is considered to be a proposed spectrum lease that is subject to the (relevant aspects) of the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) (“the Framework”), including:

1. confirmation that all requisite information and administrative fee has been provided²;
2. publication by ComReg of a notice on its web-site containing certain information³;
3. consideration of any responses received from third parties; and
4. a determination by ComReg.

2.2 Details of Spectrum to be Leased

To comply with the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) (“the Framework”), the following details are required for the ComReg notice:

¹ 3.6 GHz Band spectrum assigned to Lessor under its 3.6 GHz Band Liberalised Use Licence, which it has no immediate plans to use in the relevant geographical area.

² Administrative fee to be waived by ComReg (to be confirmed)

³ See paragraph 15 of Document 14/11R.

- 2.2.1 The names of the notifying parties (and trading names);
- 2.2.2 The business activities of the undertakings involved in the transfer or lease notification.
- 2.2.3 Technical details of the transfer or lease notification
 - a. the service area, frequency range and dates set out in **Annex 1** to this document;
 - b. the apparatus locations set out in **Annex 2** to this document;
 - c. the service area as defined in **Annex 3** to this document;
 - d. Services to be provided
The provision of FWA services to Imagine’s existing customers only within the service area identified in Annex 1 to this document; and
 - e. apparatus to be used in the proposed service area-
Apparatus will be as currently licensed and operated by Imagine in its liberalised licence and TPL licences.

3 Licence Conditions

The Lessor is and will continue to comply with all the licence conditions attaching to the rights of use to spectrum to be retained following a partial transfer.

The Lessee will comply with all licence conditions attaching to the original rights of use of radio frequencies that are to be transferred.



4 Commercial Agreement

4.1 In consideration of the payment of the Fee (as defined in clause 4.2), the Lessor hereby leases its interest in the 3.6 GHz Band spectrum rights assigned to Lessor (as identified in Annex 1) for the Lease Duration (as defined in clause 4.3) in the locations and area set out in Annexes 1, 2 and 3.

4.2 In line with the nominal fee proposed by ComReg for Temporary ECS Licences, the fee to be paid by the lessee to the lessor will be €100 (the “Fee”) for the Lease Duration.

4.3 The duration of the lease granted under clause 4.1 will be for 3 calendar months from 22nd September 2020, with the possibility of renewal of up to a further 3 calendar months.

4.4 At the end of the Lease Duration this agreements may be reviewed and extended by agreement of both of the parties.

	Lessor	Lessee
Signed		
Name	David Hennessy	Mike Stacey
Title	Chief Technology Officer	Chief Technology & Innovation Officer
Company	Three Ireland (Hutchison) Limited 28/29 Sir John Rogerson's Quay, Dublin 2	Imagine Communications Ireland Limited Sandyford Business Centre, Dublin 18, Ireland
Date	21 st September 2020	18 th September, 2020
Signed		
Name		
Company	Three Ireland (Hutchison) Limited 28/29 Sir John Rogerson's Quay, Dublin 2	
Date		

ANNEX 1- Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

Service Area		Frequency Range	Commencement Date	Expiry Date
Lat:	52.98976,	3700MHz -3720MHz	22/09/2020	Three months with the possibility of extension by an additional three months by agreement of both parties.
Long:	-6.99168			
Radius:	20km			

Table 1: Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

ANNEX 2 – Details of Apparatus Location entailed by the Proposed Arrangement

Service Area	Site Identity	Latitude	Longitude	Maximum EIRP per Sector (dBm over 20MHz)
Lat: 52.98976, Long: -6.99168 Radius: 20km	KE006 Minch Norton	-6.99168	52.98976	37dBm

Table 2: Details of Apparatus Location entailed by Proposed Arrangement

ANNEX 3 – Details of Service Areas entailed by Proposed Arrangement

Centre Point	Easting	Northing	Radius (max 20 km)	Corresponding TSA(s)
KE006 Minch Norton	-6.99168	52.98976	20km	N/A

Table 3: Centre points of areas constituting the relevant service areas

Annex 5: Imagine/Vodafone proposed lease

Figure 3: Relevant service areas for the proposed Imagine/Vodafone lease

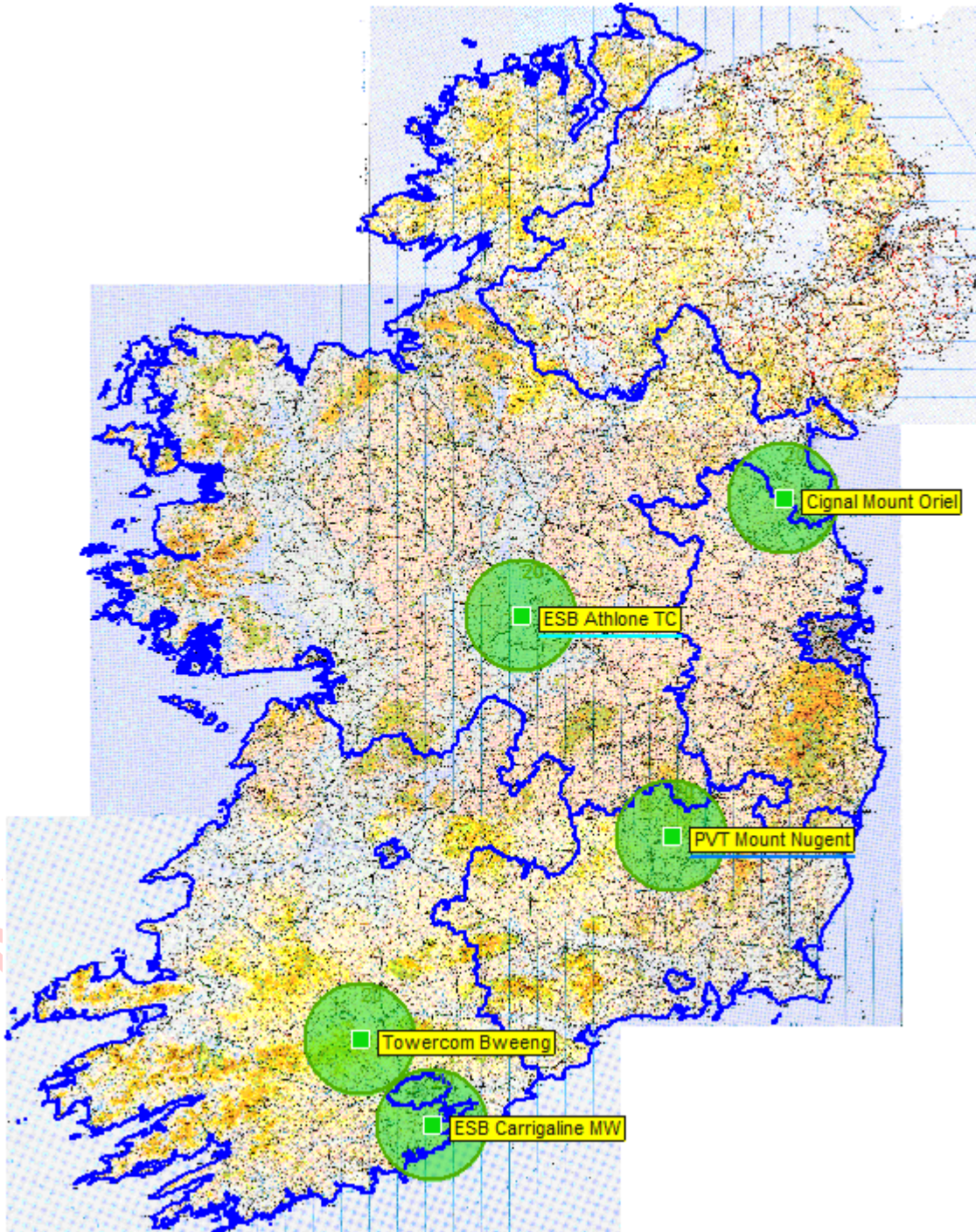


Table 3: Technical details of each service area for the proposed Imagine/Vodafone lease

Service area	Centre point of service area		Radius	Frequency Range	Quantum of spectrum	Maximum EIRP per Sector (dBm over 20MHz)
	Longitude	Latitude				
LH004 Cignal Mount Oriel	-6.51016	53.79096	20km	3480 - 3500 MHz	20 MHz	37dBm
WH001 ESB Athlone TC	-7.93544	53.42405	20km	3480 - 3540 MHz	60 MHz	37dBm
KK001 PVT Mount Nugent	-7.14351	52.71707	20km	3500 - 3540 MHz	40 MHz	37dBm
CK042 Towercom Bweeng	-8.77573	52.06313	20km	3520 - 3540 MHz	20 MHz	37dBm
CK024 ESB Carrigaline MW	-8.39674	51.79121	20km	3540 - 3560 MHz	20 MHz	37dBm

Annex 6: Imagine/Vodafone proposed lease agreement

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Lease Agreement for Short Term Use by Imagine of Part of Vodafone's 3.6GHz Band Spectrum

21st September, 2020

1	BACKGROUND AND PURPOSE	3
2	SCOPE OF AGREEMENT	3
2.1	SPECTRUM LEASE DEFINITION	3
2.2	DETAILS OF SPECTRUM TO BE LEASED	3
	2.2.1 <i>The names of the notifying parties (and trading names);</i>	4
	2.2.2 <i>The business activities of the undertakings involved in the transfer or lease notification.</i>	4
	2.2.3 <i>Technical details of the transfer or lease notification</i>	4
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4	COMMERCIAL AGREEMENT.....	4
5	SIGNATURE	5
ANNEX 1-	SERVICE AREA, FREQUENCY RANGE AND COMMENCEMENT/EXPIRY DATES ENTAILED BY THE PROPOSED ARRANGEMENT.....	6
ANNEX 2 –	DETAILS OF APPARATUS LOCATION ENTAILED BY THE PROPOSED ARRANGEMENT	7
ANNEX 3 –	DETAILS OF SERVICE AREAS ENTAILED BY PROPOSED ARRANGEMENT.....	8

1 Background and Purpose

Further to the 3.6 GHz Band Spectrum Award (“the Award”) conducted by the Commission for Communications Regulation (“ComReg”) and the Transition by Imagine to its new 3.6 GHz Band spectrum on foot of the Award as well as measures introduced by the Irish Government in response to the declaration on 11 March 2020 by the World Health Organisation (“WHO”) that the novel coronavirus (COVID-19) could be characterised as a pandemic resulting in significant changes to the normal traffic levels and patterns of the electronic communications networks (“ECNs”) in Ireland Imagine has identified a requirement for the short term lease of part of Vodafone Ireland Limited’s¹ 3.6GHz Band Spectrum.

The purpose of this document is to set out the terms under which the agreed part of Vodafone’s 3.6GHz Band Spectrum will be leased by Imagine².

2 Scope of Agreement

The Lessee (Imagine Communications Ireland Limited) and Lessor (Vodafone Ireland Limited) are proposing that Lessee would use 3.6 GHz Band spectrum rights assigned to Lessor³ for a short and defined period of time in the locations and area as identified in **Annex 1**.

2.1 Spectrum Lease Definition

As the Proposed Arrangement entails the short-term use by Lessee of Lots already commenced under Lessor’s 3.6 GHz Band Liberalised Use Licence, the Proposed Arrangement is considered to be a proposed spectrum lease that is subject to the (relevant aspects) of the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) (“the Framework”), including:

1. confirmation that all requisite information and administrative fee has been provided⁴;
2. publication by ComReg of a notice on its web-site containing certain information⁵;
3. consideration of any responses received from third parties; and
4. a determination by ComReg.

2.2 Details of Spectrum to be Leased

To comply with the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) (“the Framework”), the following details are required for the ComReg notice:

¹ Vodafone Ireland Ltd

² Imagine Communications Ireland Ltd

³ 3.6 GHz Band spectrum assigned to Lessor under its 3.6 GHz Band Liberalised Use Licence, which it has no immediate plans to use.

⁴ Administrative fee to be waived by ComReg (to be confirmed)

⁵ See paragraph 15 of Document 14/11R.

- 2.2.1 The names of the notifying parties (and trading names);
- 2.2.2 The business activities of the undertakings involved in the transfer or lease notification.
- 2.2.3 Technical details of the transfer or lease notification
 - a. the service area, frequency range and dates set out in **Annex 1** to this document;
 - b. the apparatus locations set out in **Annex 2** to this document;
 - c. the service area as defined in **Annex 3** to this document;
 - d. **Services to be provided**
The provision of FWA services to Imagine's existing customers only within the service area identified in Annex 1 to this document; and
 - e. **apparatus to be used in the proposed service area-**
Apparatus will be as currently licensed and operated by Imagine in its liberalised licence and TPL licences.

3 Licence Conditions

The Lessor is and will continue to comply with all the licence conditions attaching to the rights of use to spectrum to be transferred following a partial transfer.

The Lessee will comply with all licence conditions attaching to the original rights of use of radio frequencies that are to be transferred.


4 Commercial Agreement

In line with the nominal fee proposed by ComReg for Temporary ECS Licences the fee to be paid by the Lessee to the Lessor will be €100 for the duration of the lease.

The duration of the lease will be for 3 calendar months, from 22nd September 2020, with the possibility of renewal of up to a further 3 calendar months *subject to the prior agreement in writing of both parties.*

Unless extended by agreement in writing between the parties, at the end of the 3 month period the lease of spectrum covered by this agreement will cease automatically. If extended, the lease of spectrum will cease automatically no later than six months following date of agreement.

5 Signature

	Lessor	Lessee
Signed		
Name		Mike Stacey
Title		Chief Technology & Innovation Officer
Company		Imagine Communications Group Sandyford Business Centre, Dublin 18, Ireland
Date		22 nd September, 2020

ANNEX 1- Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

Service Area	Frequency Range	Commencement Date	Expiry Date
Lat: 53.790962 Long: -6.510159 Radius: 20km	3480MHz - 3500MHz	22/09/2020	30 th November 2020
Lat: 53.424048 Long: -7.935437 Radius: 20km	3480MHz - 3500MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months
Lat: 52.71707 Long: -7.143506 Radius: 20km	3500MHz - 3520MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months
Lat: 53.424048 Long: -7.935437 Radius: 20km	3500MHz - 3520MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months
Lat: 52.063129 Long: -8.775733 Radius: 20km	3520MHz - 3540MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months
Lat: 53.424048 Long: -7.935437 Radius: 20km	3520MHz - 3540MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months
Lat: 52.71707 Long: -7.143506 Radius: 20km	3520MHz - 3540MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months
Lat: 51.79121 Long: -8.39674 Radius: 20km	3540MHz - 3560MHz	22/09/2020	Subject to lifting of Covid-19 Restrictions, Commencement plus 3 months

Table 1: Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

ANNEX 2 – Details of Apparatus Location entailed by the Proposed Arrangement

Service Area	Site Identity	Latitude	Longitude	Maximum VODAFONEP per Sector (dBm over 20MHz)
Lat: 53.790962 Long: -6.510159 Radius: 20km	LH004 Signal Mount Oriel	53.79096	-6.51016	37dBm
Lat: 53.424048 Long: -7.935437 Radius: 20km	WH001 ESB Athlone TC	53.42405	-7.93544	37dBm
Lat: 52.71707 Long: -7.143506 Radius: 20km	KK001 PVT Mount Nugent	52.71707	-7.14351	37dBm
Lat: 53.424048 Long: -7.935437 Radius: 20km	WH001 ESB Athlone TC	53.42405	-7.93544	37dBm
Lat: 52.063129 Long: -8.775733 Radius: 20km	CK042 Towercom Bweeng	52.06313	-8.77573	37dBm
Lat: 53.424048 Long: -7.935437 Radius: 20km	WH001 ESB Athlone TC	53.42405	-7.93544	37dBm
Lat: 52.71707 Long: -7.143506 Radius: 20km	KK001 PVT Mount Nugent	52.71707	-7.14351	37dBm
Lat: 51.79121 Long: -8.39674 Radius: 20km	CK024 ESB Carrigaline MW	51.79121	-8.39674	37dBm

Table 2: Details of Apparatus Location entailed by Proposed Arrangement

ANNEX 3 – Details of Service Areas entailed by Proposed Arrangement

Centre Point	Easting	Northing	Radius (max 20 km)	Corresponding TSA(s)
LH004 Cignal Mount Oriel	-6.51016	53.79096	20km	N/A
WH001 ESB Athlone TC	-7.93544	53.42405	20km	N/A
KK001 PVT Mount Nugent	-7.14351	52.71707	20km	N/A
WH001 ESB Athlone TC	-7.93544	53.42405	20km	N/A
CK042 Towercom Bweeng	-8.77573	52.06313	20km	N/A
WH001 ESB Athlone TC	-7.93544	53.42405	20km	N/A
KK001 PVT Mount Nugent	-7.14351	52.71707	20km	N/A
CK024 ESB Carrigaline MW	-8.39674	51.79121	20km	N/A

Table 3: Centre points of areas constituting the relevant service areas