



Cayman Corporate Centre, 4th Floor, Hospital Road
P.O. Box 704, Grand Cayman KY1-1107, Cayman Islands
Tel: (345) 769-1000 • Fax: (345) 769-0999

21 February 2008

Mr Gilbert McLaughlin Sr.
Director
Computer Services Department
Government Administration Building
Grand Cayman, Cayman Islands

Dear Mr McLaughlin,

Infrastructure Sharing/Duct Space

This correspondence is to formally advise you, in accordance with the Interconnection and Infrastructure Sharing Regulations, that TeleCayman Limited wishes to lease duct space within your conduits.

I appreciate that we have had various discussions with your staff concerning the availability of duct space and that the department's preference may be to provide dark fiber as an alternative. We will pursue discussions for such fiber. However, without prejudice, our preference is to lease duct space so that TeleCayman can own its own fiber.

In this regard we are formalizing our request pursuant to the Interconnection and Infrastructure Sharing Regulations in the event that it is necessary to have the Information and Communications Technology Authority make an order requiring you to make duct space available.

As you are aware, the attached referenced Regulations provide that a licensee shall not refuse a request for infrastructure sharing arrangements and has an obligation to negotiate such arrangements, that such arrangements shall be concluded as quickly as possible, in good faith, and at reasonable rates (cost oriented), on terms which are no less favorable than those provided to yourself or

any other third party. As you are also aware there are serious penalties for refusing to conclude a sharing arrangement.

In accordance with section 8 of the referenced Regulations:

1. TeleCayman is making this request in accordance with its Licence #009;
2. TeleCayman requests duct space to run its own dark fiber cable;
3. At this juncture, TeleCayman proposes to lease duct space in all of your conduits. In order to particularize its duct space request TeleCayman requests a map of all duct space owned by you.
4. The duct space is required at the earliest possible date.
5. It is not anticipated that TeleCayman will require any further duct space over the course of the next 3 years.

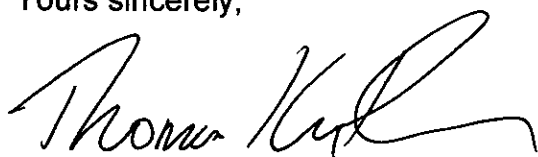
Enclosed is a deposit of \$2,000 required by the regulations which TeleCayman expects will be applied to its request and to the cost of acquiring such duct space.

In order to facilitate matters TeleCayman is prepared to engage a contractor of your choice to install the fiber provided that the price is reasonable and the work can be accomplished with due dispatch having regard to minimizing any disturbance to your operations.

Additionally, we request that you provide the size of the ducts and the number of fibers within so that we can address any argument based on space limitations.

We would request that you provide the requested map forthwith, the name of the recommended contractor and duct size/number of fibers and proposed rates at the earliest possible date. We propose a meeting(s) to advance discussions on our request. In this regard please communicate with either Andy Tybell or Bob Kanner.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Tom Kinstler", written in a cursive style.

Tom Kinstler
TeleCayman Limited

Cc David Archbold, Managing Director, Information and Communications
Technology Authority

interconnection or infrastructure sharing agreement between the two parties;

- (l) any disputes relating to interconnection and infrastructure sharing shall be referred to the Authority under the Dispute Resolution Regulations; and
- (m) failure to comply with any provision of these regulations shall be, among other remedies available under the Law or the licensee's licence, subject to the penalty provisions in regulation 30.

Legal framework document

7. (1) Each licensee shall file an indicative non-binding legal framework document with the Authority within the time period specified in its licence and, if not so specified, upon receipt of a request by a requestor to obtain interconnection or infrastructure sharing services.

(2) The Authority may, in its discretion, direct a licensee to amend the legal framework document to reflect the terms of its licence, relevant rules, regulations, decisions, directives or standards and other guidelines that the Authority may prescribe; and the Authority may also require the licensee to publish and use the legal framework document and other documents, in negotiation with requestors.

(3) Interconnection and infrastructure sharing agreements shall be based upon the Law and the terms of the responder's legal framework document.

(4) A legal framework document shall set out, at a minimum, the interconnection or infrastructure sharing services and the commercial terms and conditions under which such services shall be provided by a responder.

(5) The interconnection or infrastructure sharing services detailed in the legal framework document shall be sufficiently unbundled to ensure that a requestor is not required by a responder to acquire network elements or infrastructure sharing services that are either not required or have not been requested.

(6) Information contained in a legal framework document shall not be designated as confidential.

(7) The Authority may require a responder to make available the entire legal framework document in electronic format to any person without any restriction.

Rights and obligations

8. (1) Licensees shall have a right and, when requested by other licensees, an obligation to negotiate interconnection and infrastructure sharing services in

order to ensure the provision and interoperability of services throughout the Islands.

(2) A request for a quotation to provide interconnection or infrastructure sharing services shall contain at least the following information-

- (a) the reference number of the requestor's ICT licence;
- (b) a technical description of the requested services;
- (c) locations;
- (d) dates required; and
- (e) projected quantities to be ordered with a period of 3 years forecast.

(3) A requestor shall be responsible for the reasonable costs incurred by the responder in processing the request, and shall include with the request a non-refundable deposit of \$2000 or such other amount as specified from time to time by the Authority.

(4) Requests may be cancelled at any time by the requestor.

(5) The responder shall acknowledge receipt of each request no later than 3 days following receipt of the request; and the responder shall provide the Authority, with a copy of the original request and the acknowledgement receipt.

(6) The responder shall consider and analyse each request and advise the requestor within 14 days of the acknowledgement of receipt of the request, or such other time period as agreed between the parties of-

- (a) the need for any further information for purposes of having a sufficiently complete and accurate request; or
- (b) that the request is sufficiently complete and accurate to provide a quotation.

(7) The responder shall provide a quotation as quickly as possible and in any event no later than 30 days, or within such other time period as agreed between the parties, after receipt of a complete and accurate request.

(8) Where the responder denies a request, the responder shall provide detailed written reasons for such denial to the requestor within 20 days of the receipt of a complete and accurate request.

(9) A quotation shall contain all information required by the requestor to fully consider the rates, terms and conditions for obtaining the requested services, including the following minimum information-

- (a) date of availability;
- (b) installation intervals;
- (c) applicable rates;
- (d) request development and processing costs; and
- (e) other such necessary terms and conditions required to effect interconnection or infrastructure sharing.

(10) Within 20 days of the receipt of the quotation, or such other time period as agreed between the parties, the requestor and responder shall undertake good faith negotiations to resolve any outstanding matters for purposes of producing an interconnection or infrastructure sharing agreement.

(11) For the purposes of paragraph (10), the following actions or practices violate the obligation to act in good faith-

- (a) refusing to include in an interconnection or infrastructure sharing agreement a provision that permits the agreement to be amended in the future to take into account applicable changes to the laws rules and regulations of the Islands and to the determinations and court decisions of the Authority;
- (b) intentionally misleading or coercing another party into reaching an agreement that it would not otherwise have made;
- (c) intentionally refusing to provide or delaying the provision of information necessary to reach an agreement;
- (d) obstructing or delaying negotiations, the provision of services according to a final interconnection or infrastructure agreement, or the resolution of pre-contract disputes; and
- (e) refusing to designate a representative with the Authority to make binding representations, if such refusal significantly delays the resolution of issues.

(12) At any stage of negotiations, either party may declare a dispute and refer the matter to the Authority under the Dispute Resolution Regulations; and the Authority may consider such requests under an expedited process in accordance with the Dispute Resolution Regulations.

(13) An agreement between the responder and the requestor shall be concluded within 30 days of the commencement of negotiations or such other time period as they have agreed.

Rate structure

9. The rates offered by the responder to the requestor shall clearly identify all charges for interconnection or infrastructure sharing.

Butterfield Bank (Cayman) Limited
P. O. Box 705GT
Grand Cayman
Cayman Islands

Draft Amount:

CIS 2,000.00*****

PAYEE COPY - FOR REFERENCE AND FILE

THE FACE OF THIS DOCUMENT HAS A COLORED VOID PANTOGRAPH BACKGROUND, FOIL EMBOSSED LOGO AND MICRO-PRINTING.

Butterfield Bank
Butterfield Bank (Cayman) Limited
and Cayman, Cayman Islands




February 21, 2008

325637

PAY TO THE ORDER OF **CIG COMPUTER SERVICES DEPARTMENT**
Two Thousand and no/100*****

CIS **2,000.00*******
CAYMAN DOLLARS

Butterfield Bank (Cayman) Limited
P. O. Box 705GT
Grand Cayman
Cayman Islands

BY 
AUTHORIZED SIGNATURE

BY 
AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK AND LISTED SECURITY FEATURES.

⑈ 3 2 5 6 3 7 ⑈ ⑆ 0 0 0 0 ⑈ 2 5 0 ⑆ 0 2 ⑈ 9 9 0 0 0 0 0 9 5 ⑈