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Our Ref: GRRCR/GR 15.19

31 May 2012

Mr. David Archbold,
Managing Director,
Information and Communication Technology Authority,
3rd Floor Alissta Towers,
P.O. Box 2502
Grand Cayman
KY1-1104

Dear Mr. Archbold,

Re: ICT Decision 2012-2 – FLLRIC Decision – Mobile Termination Rate

Cable and Wireless (Cayman Islands) Limited, trading as LIME (“**LIME**”) is writing further to the Authority’s directive at paragraph 41 of the above-noted ICT Decision 2012-2, “*Decision for the FLLRIC (Phase III) follow-up proceeding*” (17 May 2012) (the “**Decision**”). LIME has reviewed its Interconnection Agreements with Digicel Cayman Limited (“**Digicel**”), WestTel Limited, trading as Logic (“**Logic**”) and Telecayman Limited (“**Telecayman**”), and has concluded that there are no terms and conditions in the said Agreements that would prevent the immediate use of the FLLRIC-based rate for the PLMN Terminating Access Service.

The relevant provision of the LIME-Digicel Interconnection Agreement (the “**Agreement**”), clause 10, is reproduced below.

LIME-Digicel 2011 Interconnection Agreement

10. **Variation of Charges**

10.1 Either Party may from time to time notify the other Party of changes to specific Charges,

- i) where Charges have been determined by a decision of the Authority; or

- ii) where a Third Party Telecom Provider has made changes to its charges, and these charges form part of the specified Party's Charges.

Such notice shall specify the date on which the variation is to become effective. In the case of changes falling within (i) above, the changes will take effect from the effective date approved by the Authority. For the avoidance of doubt, should the decision by the Commission arise from a dispute between one of the Parties and a Third Party (i.e. where the other Party has not been involved in the dispute) concerning the relevant Charge, the written approval by the other Party is required prior to such new Charge becoming effective between the Parties. In the case of changes falling within (ii) above, evidence of the change in Charges by the Third Party Telecom Provider shall be provided to the other Party, and the changes will take effect from the date set out in the notice as being the effective date, such date being at least four (4) weeks from the date such notice is deemed to be received, unless either Party does not receive sufficient notice from the Third Party Telecom Provider, in which case as much notice as is reasonably practicable will be given.

It is evident from the foregoing that LIME may notify the other party of a change in rates based on a decision of the Authority, to be effective the date of the decision of the Authority. In this case, paragraph 28 of the Decision is clearly a decision of the Authority approving a rate of CI\$ 0.0284 per minute for the PLMN Terminating Access Service, with an effective date of 17 May 2012 per paragraph 41 of the Decision.

By copy of this letter, therefore, LIME hereby notifies Digicel, in accordance with the terms of paragraph 10.1(i) of the Agreement, that the rate for the PLMN Terminating Access Service shall be CI\$ 0.0284 per minute, effective 17 May 2012, as approved by the Authority in the Decision.

Please do not hesitate to contact the undersigned if you should have any questions.

Sincerely yours,
Cable and Wireless (Cayman Islands) Limited, trading as LIME

'Signed'

Anthony Ritch
General Manager

c.c. Frans Vandendries, VP Legal & Regulatory, LIME
Chris Hayman, CEO, Digicel Cayman Ltd.