
20. ADDITIONAL INFORMATION

20.1 Share Capital

- (i) Save for the new Shares to be allotted pursuant to these Schemes, no shares will be allotted or issued on the basis of this Prospectus later than 12 months after the date of the issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. There are four classes of shares in the Company, namely Shares, RPS and “Series I” and “Series II” RCPS of 1p each.
- (iii) Save as disclosed in Sections 4.4, 11 and 14 of this Prospectus, no shares, stocks or debentures of the Company or its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the 2 preceding years from the date of this Prospectus.
- (iv) Save as disclosed in Sections 4.4, 5.2.5, 6.3, 10.3.2 and 20.3(ix) of this Prospectus, no person including Directors or employees of ASTRO has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries nor has any options to subscribe for securities been granted or exercised by any Directors or employees during the last financial year.
- (v) Other than as disclosed in Sections 4.4, 6.3 and 6.4 of this Prospectus, there is currently no scheme involving the employees in the capital of the Company or its subsidiaries.
- (vi) Save for the “Series I” RCPS of 1p each and “Series II” RCPS of 1p each, the Company does not have any outstanding convertible debt securities as at the date of this Prospectus.

20.2 Extracts of Articles of Association of the Company

The following provisions are reproduced from the Company’s Articles of Association and is qualified in its entirety by the provisions of the Articles of Association of the Company and by applicable law:

(i) **Transfer of securities**

Article 29 Form of transfer

- (A) Any member may transfer all or any of his certificated shares by instrument of transfer in writing in any usual form or in any other form which the board and the Stock Exchange may approve. A member may transfer any Deposited Security in accordance with the Central Depositories Act and the Rules and any or all of his uncertificated shares in accordance with the Uncertificated Securities Regulations.
- (B) Subject to the provisions of the Uncertificated Securities Regulations, the transferor of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of it.

20. ADDITIONAL INFORMATION (Cont'd)

Article 30 **Execution of transfer**

- (A) Subject to the provisions of the Central Depositories Act and the Rules, the instrument of transfer of a share shall be executed by or on behalf of the transferor and (in the case of a partly paid share) the transferee, and the transferor shall be deemed to remain the shareholder of the share until the name of the transferee is entered in the Register in respect of it. All instruments of transfer, when registered, may be retained by the Company provided that subject to compliance with the Central Depositories Act and the Rules, an instrument of transfer in respect of which the transferee is the Central Depository shall be effective although not signed by or on behalf of the Central Depository if it has been certified by an authorised depository agent pursuant to Section 18 of the Central Depositories Act.
- (B) The transferor of an ordinary share is deemed to remain the holder of the ordinary share until the name of the transferee is entered in the Register in respect of it.

Article 31 **Right to decline registration of partly paid shares**

The board may, in its absolute discretion and without giving any reason, decline to register a transfer of a certificated share which is not fully paid or the transfer of a certificated share on which the Company has a lien.

Article 32 **Other rights to decline registration**

- (A) The board may, in its absolute discretion and without giving a reason, decline to register any transfer of a certificated share unless all of the following conditions are satisfied:
- (i) the instrument of transfer is left at the office or such other place as the board may determine accompanied by the certificate for the shares to which it relates and such other evidence as the board may reasonably require to prove the title of the transferor;
 - (ii) the instrument of transfer is in respect of only one class of share;
 - (iii) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four; and
- it is duly stamped (if required).
- (B) The board may only decline to register a transfer of an uncertificated share in the circumstances set out in the Uncertificated Securities Regulations and where, in the case of transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.

Article 33 **Notice of refusal**

Subject to the provisions of the Central Depositories Act and the Rules, if the board declines to register a transfer of a certificated share it shall, within ten market days after the date on which the instrument of transfer was lodged with the Company, send to the transferor and transferee notice of the refusal and the precise reasons thereof.

20. **ADDITIONAL INFORMATION (Cont'd)**

Article 34 *No fee for Registration*

No fee shall be charged by the Company for registering any transfer document or instruction relating to or affecting the title to any share or for making any other entry in the register.

Article 35 *Power to close Register and Record of Depositors*

- (A) Subject to the Acts, the registration of transfers may be suspended for the purpose of determining persons entitled to dividends, interest or new securities, or rights to a priority of application for issues of securities, at such times and for such periods as the directors may from time to time determine not exceeding thirty days in any year provided that the directors shall give at least twelve market days of such suspension by informing the Stock Exchange and by publication in a daily newspaper in the United Kingdom and in Malaysia stating the purpose and reasons thereof for doing so.
- (B) Unless otherwise permitted by the Uncertificated Securities Regulations, the Company may not close any register relating to a participating security without the consent of the Operator of the relevant system.
- (C) In acknowledgement of section 35 of the Central Depositories Act and to the extent that it complies with the Acts, the Company will arrange with the Central Depository for all of the rights attaching to the Deposited Securities credited to each Depositor's Securities Account to be made available to such Depositor as if that Depositor were the registered member of the Company in respect of those Deposited Securities, including without limitation:
- (a) any right to receive notice of, and to vote at, a general meeting;
 - (b) any right to receive dividends and distributions made by the Company; and
 - (c) any right to receive the assets of the Company on a winding-up.
- (D) (i) The Company, may, pursuant to section 34 of the Central Depositories Act and the Rules, request a copy of the Record of Depositors from the Central Depository as at the date of the request or as at another specified date.
- (ii) The Company shall request the Central Depository in accordance with the Rules to issue a Record of Depositors before a general meeting and subject to the Malaysian Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not enjoy the rights set out in article 35(C) unless his name appears in that Record of Depositors.

20. **ADDITIONAL INFORMATION (Cont'd)**

- (E) A Record of Depositors requested by the Company as at any specified date and/or for any specified purpose when made available to the Company may be treated as the final Record of Depositors as at the specified date and/or for the specified purpose. If there shall be more than one Record of Depositors made available to the Company as at the specified date and/or for the specified purpose then the later or last of the Record of Depositors prepared by the Central Depository and confirmed by the Central Depository as a correct Record of Depositors shall be deemed the final Record of Depositors as at the specified date and/or for the specified purpose. If such confirmation from the Central Depository shall not be available, then the later or last of the Record of Depositors received by the Company shall be deemed to be the final Record of Depositors as at the specified date and/or for the specified purpose.

Article 36 **Untraced shareholders**

- (A) Subject to the Uncertificated Securities Regulations, the Company may sell shares in the Company on behalf of a member, or a person entitled by transmission to the shares at the best price reasonably obtainable at the time of sale if:
- (i) the shares have been in issue in certificated or uncertificated form or in the form of the Deposited Security throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period,
 - (ii) no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relative cheque or warrant or been satisfied by the transfer of funds to a bank account designated by the shareholder of, or person entitled by transmission to, the shares at any time during the relevant period,
 - (iii) so far as any director of the Company at the end of the relevant period is then aware, the Company has not at any time during the relevant period received any communication from the shareholder, or person entitled by transmission to, the shares, and
 - (iv) the Company has caused two advertisements to be published, one in a daily newspaper with a national circulation in the jurisdiction of, and the other in a newspaper circulating in the area of, the postal address of the shareholder, or person entitled by transmission to, the shares shown in the Register giving notice of its intention to sell the shares and the period of three months has elapsed from the date of publication of the advertisements or of the last of the two advertisements to be published if they are published on different dates.

For the purpose of this paragraph of this article 36:

“**qualifying period**” means the period of twelve months immediately preceding the date of publication of the advertisements referred to in subparagraph (iv) above or of the first of the two advertisements to be published if they are published on different dates; and

20. **ADDITIONAL INFORMATION** (*Cont'd*)

“**relevant period**“ means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of subparagraphs (i) to (v) above have been satisfied.

- (B) To give effect to any sale of shares pursuant to this paragraph of this article the board may authorise a person (the “**Authorised Person**“) to transfer the shares in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the shareholder, or person entitled by transmission to, the shares. The Authorised Person may also be authorised by the board to give and sign such instructions and documents as may be required under the Central Depositories Act or the Rules (in the name of the member whose shares are being or have been sold) to the Central Depository for the purposes of withdrawal of the Deposited Securities which are being or have been transferred and/or authorising and effecting the book-entry of the Deposited Securities which are being or have been transferred to the purchaser and/or doing all such acts, deeds and things as may be necessary to give full effect to the sale. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of sale shall belong to the Company and, upon their receipt, the Company shall become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to the net proceeds. No trust shall be created in respect of the debt for the member or any other person and no interest shall be payable in respect of it and the Company shall not be required to account for any moneys earned from the net proceeds which shall be kept in a separate bank account and which may be employed in the business of the Company or invested as it thinks fit.

(ii) **Remuneration of directors**

Article 95 Directors' fees

- (A) Unless otherwise decided by the Company by ordinary resolution, the Company shall pay to the directors (but not alternate directors) for their services as directors such amount of aggregate fees as the board decides, provided that the aggregate of all fees so paid to each director (excluding amounts payable under any other provision of these articles) shall not exceed £100,000 (or its equivalent in other currencies) per annum, as may be determined at the discretion of the board, or such higher amount as may from time to time be decided by ordinary resolution of the Company passed in a general meeting where notice of the proposed increase of the aggregate of all fees so payable to each director has been given in the notice convening such meeting. A fee payable to a director pursuant to this article is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of these articles or otherwise and accrues from day to day. Any fee paid by the Company to an alternate director shall be deducted from such fees as are paid to the relevant director.
- (B) Fees payable to non-executive directors shall be a fixed sum of money and not a commission on or percentage of profits or turnover.
- (C) Subject to the Acts and to the articles, the board may arrange for part of a fee payable to a director under this article to be provided in the form of fully-paid shares in the capital of the Company. The amount of the fee payable in this way shall be at the discretion of the board and shall be applied in the purchase or subscription of shares on behalf of the relevant director.

20. ADDITIONAL INFORMATION (Cont'd)

Article 96 Additional remuneration

A director who, at the request of the board, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the board may decide.

Article 97 Expenses

A director is entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in the performance of his duties as director including, without limitation, expenses incurred in attending meetings of the board or of committees of the board or general meetings or separate meetings of the holders of a class of shares or debentures, or an allowance for meetings not exceeding £1,000 (or its equivalent in other currencies) per day as may be determined at the discretion of the board.

Article 98 Remuneration and expenses of alternate directors

An alternate director is not entitled to a fee from the Company for his services as an alternate director. The fee payable to an alternate director is payable out of the fee payable to his appointor and consists of such portion (if any) of the fee as he agrees with his appointor. The Company shall, however, repay to an alternate director expenses incurred by him in the performance of his duties if the Company would have been required to repay the expenses to him under article 97 had he been a director.

Article 99 Directors' pensions and other benefits

(A) The board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for a person who is or has at any time been a director of:

- (i) the Company;
- (ii) a company which is or was a subsidiary undertaking of the Company;
- (iii) a company which is or was allied to or associated with the Company or a subsidiary undertaking of the Company; or
- (iv) a predecessor in business of the Company or of a subsidiary undertaking of the Company,

(or, in each case, for any member of his family, including a spouse or former spouse, or a person who is or was dependent on him). For this purpose the board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The board may arrange for this to be done by the Company alone or in conjunction with another person.

(B) A director or former director is entitled to receive and retain for his own benefit a pension or other benefit provided under paragraph (A) and is not obliged to account for it to the Company.

20. **ADDITIONAL INFORMATION (Cont'd)**

Article 100 **Remuneration of executive directors**

An executive director shall receive such remuneration (whether by way of salary, commission or on percentage of turnover, save that his salary shall not include a commission on or percentage of turnover) as the board or any committee authorised by the board may decide, either in addition to or in lieu of his remuneration as a director as set out in article 95.

(iii) **Voting and borrowing powers of directors**

Article 110 **Directors' borrowing powers**

The directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or part of its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as security for any debt, liability or obligations of the Company or its wholly owned subsidiaries, but not for an unrelated third party.

Article 112 **Directors' interests**

(A) Subject to the Acts and provided he has disclosed to the board the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:

- (i) may enter into or otherwise be interested in a contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested either in connection with his tenure of an office or place of profit or as seller, buyer or otherwise;
- (ii) may hold another office or place of profit with the Company (except that of auditor or auditor of a subsidiary of the Company) in conjunction with the office of director and may act by himself or through his firm in a professional capacity to the Company, and in that case on such terms as to remuneration and otherwise as the board may decide either in addition to or instead of remuneration provided for by another article;
- (iii) may be a director or other officer of, or employed by, or a party to a contract, transaction, arrangement or proposal with or otherwise interested in, a company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has a power of appointment; and
- (iv) is not liable to account to the Company for a profit, remuneration or other benefit realised by such contract, arrangement, transaction, proposal, office or employment and no such contract, arrangement, transaction or proposal is avoided on the grounds of any such interest or benefit.

(B) A director who, to his knowledge, is in any way (directly or indirectly) interested in a contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the board at which the question of entering into the contract, arrangement, transaction or proposal is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the board after he knows that he is or has become interested. For the purposes of this article:

20. **ADDITIONAL INFORMATION (Cont'd)**

- (i) a general notice given to the board by a director that he is to be regarded as having an interest (of the nature and extent specified in the notice) in a contract, transaction, arrangement or proposal in which a specified person or class of persons is interested is a sufficient disclosure under this article in relation to that contract, transaction, arrangement or proposal; and
 - (ii) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge is not treated as his interest.
- (C) A director may not vote on or be counted in the quorum in relation to a resolution of the board or of a committee of the board concerning a contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he has an interest which is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company), but this prohibition does not apply to a resolution concerning any of the following matters:
- (i) the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
 - (ii) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
 - (iii) a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
 - (iv) a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including a subsidiary undertaking of the Company) in which he is interested (directly or indirectly) whether as an officer, shareholder, creditor or otherwise (a "relevant company"), if he does not to his knowledge hold an interest in shares (as that term is used in sections 198 to 211 of the Act) representing one per cent. or more of either any class of the equity share capital of or the voting rights in the relevant company;
 - (v) a contract, arrangement, transaction or proposal for the benefit of the employees of the Company or any of its subsidiary undertakings (including any pension fund or retirement, death or disability scheme) which does not award him a privilege or benefit not generally awarded to the employees to whom it relates; and
 - (vi) a contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy under which he may benefit.

20. **ADDITIONAL INFORMATION (Cont'd)**

- (D) A director may not vote on or be counted in the quorum in relation to a resolution of the board or committee of the board concerning his own appointment (including, without limitation, fixing or varying the terms of his appointment or its termination) as the holder of an office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including, without limitation, fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each director. In that case each of the directors concerned (if not otherwise debarred from voting under this article) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- (E) If a question arises at a meeting as to the materiality of a director's interest (other than the interest of the chairman of the meeting) or as to the entitlement of a director (other than the chairman) to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman and his ruling in relation to the director concerned is conclusive and binding on all concerned.
- (F) If a question arises at a meeting as to the materiality of the interest of the chairman of the meeting or as to the entitlement of the chairman to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the directors or committee members present at the meeting (excluding the chairman) whose majority vote is conclusive and binding on all concerned.
- (G) For the purposes of this article, the interest of a person who is for the purposes of the Acts connected with (within the meaning of section 346 of the Act) a director is treated as the interest of the director and, in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to an interest which the alternate director otherwise has. This article applies to an alternate director as if he were a director otherwise appointed.
- (H) Subject to the Acts, the Company may by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any contract not properly authorised by reason of a contravention of this article.

Article 117 Voting

Questions arising at a meeting of the board are determined by a majority of votes. In case of an equality of votes the chairman has a second or casting vote except where only two (2) directors are competent to vote on the question at issue.

20. **ADDITIONAL INFORMATION (Cont'd)**

(iii) **Changes in capital and variation of class rights**

Article 7 **Variation of rights**

- (A) Subject to the Acts, the rights attached to a class of shares may be varied or abrogated (whether or not the Company is being wound up) either with the consent in writing of the holders of at least three-fourths of the nominal amount of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class validly held in accordance with article 74 and other relevant provisions of the articles.
- (B) The rights attached to a class of shares are not, unless otherwise expressly provided for in the rights attaching to those shares, deemed to be varied by the creation, allotment or issue of further shares ranking *pari passu* with or subsequent to them or by the purchase or redemption by the Company of its own shares in accordance with the Acts and article 44.

Article 41 **Increase, consolidation, sub-division and cancellation**

The Company may by ordinary resolution:

- (i) increase its share capital by a sum to be divided into shares of an amount prescribed by the resolution;
- (ii) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (iii) subject to the Acts, sub-divide all or any of its shares into shares of a smaller amount and so that the resolution whereby any share is sub-divided may determine that the shares resulting from such sub-division have amongst themselves such preferred, deferred or other special rights or advantages or be subject to any such restrictions as the Company has power to attach to unissued or new shares; and
- (iv) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by a person and diminish the amount of its share capital by the amount of the shares so cancelled.

Article 42 **Fractions**

- (A) If, as the result of consolidation and division or sub-division of shares, members would become entitled to fractions of a share, the board may on behalf of the members deal with the fractions as it thinks fit. In particular, the board may:
- (i) sell any shares representing fractions to a person (including, subject to the Acts, to the Company) and distribute the net proceeds of sale in due proportion amongst the persons entitled or if the board decides some or all of the sum raised on a sale may be retained for the benefit of the Company; or

20. ADDITIONAL INFORMATION (Cont'd)

- (ii) subject to the Acts, allot or issue to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such allotment or issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be).
- (B) To give effect to a sale pursuant to sub-paragraph (A)(i) the board may arrange for the shares representing the fractions to be entered in the Register as shares. The board may also authorise a person to transfer the shares to, or to the direction of, the purchaser. The purchaser is not bound to see to the application of the purchase money and the title of the transferee to the shares is not affected by an irregularity or invalidity in the proceedings connected with the sale.
- (C) If shares are allotted or issued pursuant to sub-paragraph (A)(ii), the amount required to pay up those shares may be capitalised as the board thinks fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the board capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to article 138. In relation to the capitalisation the board may exercise all the powers conferred on it by article 138 without an ordinary resolution of the Company.

Article 43 **Reduction of capital**

Subject to the Acts and to the rights attached to existing shares, the Company may by special resolution reduce its share capital, capital redemption reserve, share premium account or other undistributable reserve in any way.

Article 44 **Purchase of own shares**

- (A) Subject to the provisions of the Acts and to any rights previously conferred on the holders of any class of shares and to any requirements imposed by the Stock Exchange in respect of shares admitted to listing and any rules or guidelines (the "**Rules and Guidelines**") of any relevant authorities (whether having the force of law or not) issued from time to time, whether by way of amendment, modification or variation or in replacement thereof (other than the Rules and Guidelines, compliance with which by the Company is waived by the relevant authority), the Company may purchase or may enter into a contract under which it will or may purchase any of its shares of any class, including any redeemable shares.
- (B) Neither the Company nor the board shall be required to select the shares to be purchased rateably or in any other manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.

20. ADDITIONAL INFORMATION (Cont'd)

20.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors of the Company are set out in Section 1 of this Prospectus.
- (ii) A Director of the Company is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at General Meeting.
- (iii) The direct and indirect interests of the substantial shareholders in AAAN immediately before and after the Initial Public Offering are as follows:

Substantial Shareholder	Nationality/ Country of Incorporation	<-----Before the Initial Public Offering-----> No. of Shares over which interest subsists				<-----After the Initial Public Offering-----> No. of Shares over which interest subsists			
		Direct	%	Indirect	%	Direct	%	Indirect	%
AAME	Bermuda	389,085,872	32.82	-	-	389,085,872	20.33	-	-
Khazanah	Malaysia	189,019,133	15.94	-	-	408,888,356	21.37	-	-
EABNS	Netherlands Antilles	162,016,400	13.67	-	-	162,016,400	8.47	-	-
UTES	Malaysia	90,534,101	7.64	389,085,872	32.82	90,534,101	4.70	389,085,872	20.33
Usaha Tegas	Malaysia	-	-	479,619,973	40.46	-	-	479,619,973	25.06
PSIL	Jersey, Channel Islands	-	-	479,619,973	40.46	-	-	479,619,973	25.06
Excorp	Netherlands Antilles	-	-	479,619,973	40.46	-	-	479,619,973	25.06
PanOcean	Jersey, Channel Islands	-	-	479,619,973	40.46	-	-	479,619,973	25.06
Ananda Krishnan Tatparanandam	Malaysian	-	-	819,082,908	69.09	-	-	819,082,908	42.80
EABSH	Netherlands Antilles	-	-	162,016,400	13.67	-	-	162,016,400	8.47
Tucson	Netherlands Antilles	-	-	162,016,400	13.67	-	-	162,016,400	8.47
Harapan Terus Sdn Bhd	Malaysia	-	-	177,446,535	14.97	-	-	177,446,535	9.27
Tun Haji Mohammed Hanif bin Omar	Malaysian	-	-	177,446,535	14.97	-	-	177,446,535	9.27
Dato' Haji Badri bin Haji Masri	Malaysian	-	-	177,446,535	14.97	500,000 ¹	0.03	177,446,535	9.27
Mohamad Shahrin bin Merican	Malaysian	-	-	177,446,535	14.97	-	-	177,446,535	9.27
Hj. Affendi bin Tun Haji Mohd Fuad Stephens	Malaysian	-	-	177,446,535	14.97	-	-	177,446,535	9.27

20. ADDITIONAL INFORMATION (Cont'd)

Notes:

* Assuming full subscription of the Issue Shares reserved for him as a Director of the Company under the preferential share allocation scheme pursuant to the Initial Public Offering.

Please refer to the notes set out in Section 10.1.1 of this Prospectus for details of the shareholding interests of the substantial shareholders.

- (iv) As at the date of this Prospectus, the direct and indirect shareholdings of the Directors of the Company before and after the Initial Public Offering (assuming full subscription of the Issue Shares reserved for Directors under the preferential share allocation scheme pursuant to the Initial Public Offering but before exercise of the Options granted pursuant to the Schemes) are set forth below:

Name	Designation	Before the Initial Public Offering		After the Initial Public Offering					
		<---Direct--->	<---Indirect--->	<---Direct--->	<---Indirect--->				
		No. of Shares over which interest subsists	%	No. of Shares over which interest subsists	%	No. of Shares over which interest subsists	%	No. of Shares over which interest subsists	%
Dato' Haji Badri bin Haji Masri ("DBM") ^(a)	Chairman/Non-Executive Director	-	-	177,446,535	14.97	500,000	0.03	177,446,535	9.27
Augustus Ralph Marshall	Deputy Chairman/Group Chief Executive Officer	-	-	-	-	1,000,000	0.05	-	-
Tan Poh Ching	Non-Executive Director	-	-	-	-	500,000	0.03	-	-
Dato' Mohamed Khadar bin Merican	Independent Non-Executive Director	-	-	-	-	250,000	0.01	-	-
Kuok Khoon Ho	Independent Non-Executive Director	-	-	-	-	250,000	0.01	-	-
Bernard Anthony Cragg	Independent Non-Executive Director	-	-	-	-	250,000	0.01	-	-

Note:

(a) Please refer to Section 10.1.1 of this Prospectus for details of the indirect shareholding interests of DBM.

- (v) None of the other Directors or substantial shareholders of the Company have any interest, direct or indirect, directorships and/or shareholdings in other businesses and corporations carrying on a similar trade as that of the Company and/or its subsidiaries which would give rise to a situation of conflict of interest.
- (vi) Save as disclosed in this Prospectus, none of the Directors are aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of AAAN and its subsidiaries.

20. ADDITIONAL INFORMATION (Cont'd)

- (vii) Save as disclosed in Section 18 of this Prospectus, none of the Directors or substantial shareholders of the Company have any interest in any contract or arrangement which is significant in relation to the business of the ASTRO subsisting at the date of this Prospectus.
- (viii) None of the Directors or substantial shareholders of the Company have any interest, direct or indirect, in the promotion of, or in any material assets, within the 2 years preceding the date of this Prospectus, acquired or disposed of by or leased to, or proposed to be acquired or disposed of by or leased to the ASTRO, save for the acquisition of AAAN Bermuda, Celestial, PANV and 10 per cent. in TVBPH from HomeNet as disclosed in Sections 6, 7 and 18 of this Prospectus.
- (ix) Save for the Schemes and pursuant to a share option agreement between William Theodore Pfeiffer and Celestial (which has since been terminated), no option to subscribe for securities of the Company or any of its subsidiaries was granted to or exercised by any Directors and senior management during the last financial year.

20.4 General

- (i) Save as disclosed in Sections 4.7 of this Prospectus, no commissions, discounts, brokerages or other special terms have been paid or is payable by the Company or its subsidiaries within the 2 years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company and its subsidiaries and in connection with the issue or sale of any capital of the Company and its subsidiaries and no Director or promoter or expert is or are entitled to receive any such payment or any other benefits.
- (ii) During the last financial year and the current financial period up to the date of this Prospectus, there were no:
 - (a) public take-over offers by third parties in respect of the Company's shares; and
 - (b) public take-over offers by the Company in respect of other companies' shares.
- (iii) The name and address of the Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (iv) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 26 of this Prospectus.
- (v) The last date and time of the opening of the Application of the Initial Public Offering is set out in Section 4.1 of this Prospectus.
- (vi) The amount payable in full on application in respect of each Issue Share is RM3.80 per Share.
- (vii) The estimated listing expenses, fees and underwriting commission amounting to RM113.2 million will be borne by the Company.
- (viii) No property has been acquired or is proposed to be acquired by the Company or its subsidiaries in contemplation of the Initial Public Offering.

20. ADDITIONAL INFORMATION *(Cont'd)*

20.5 Material Litigation

None of the Company and its subsidiaries are engaged in any material litigation, either as plaintiff or defendant and the Directors of the Company do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the financial position or business of AAAN and its subsidiaries.

20.6 Material Contracts

Except for the Underwriting Agreement and Placement Agreements referred to in Section 16 of this Prospectus and disclosed below, there are no contracts which are or may be material, not being contracts entered into in the ordinary course of business, which have been entered into by the Company and its subsidiaries during the 2 years preceding the date of this Prospectus.

- (1) Agreement dated 18 August 2003 for the purchase of 100 per cent. of the issued and paid up capital of Celestial by CEHL from Pacific Investments (BVI) Ltd ("PIL") for a consideration of U.S.\$29,095,507. ("Share Sale Agreement").

Side Letter to the Share Sale Agreement from PIL to CEHL. CEHL and/or its affiliates are in the process of securing funding to finance the acquisition of the shares in Celestial ("Term Loan"). The parties have agreed in the Side Letter that upon the drawdown of the Term Loan, CEHL will pay PIL the purchase price of U.S.\$29,095,507, for the acquisition of Celestial, such payment to be made not later than 30 September 2003 (or such other date as may be agreed between CEHL and PIL).

On 20 August 2003, Celestial, PIL and Excorp agreed via a letter that in consideration of PIL and Excorp continuing to make available to Celestial the existing shareholders' advances of HK\$690,108,004 ("Shareholders' Advances"), Celestial undertakes to pay PIL and Excorp upon receipt of inter company funding for a sum equal or equivalent in value as at the date of payment, as full and final settlement of the Shareholders' Advances such payment to be made not later than 30 September 2003 (or such other date as Celestial and PIL may agree).

- (2) Agreement dated 18 August 2003 for the purchase of 100 per cent. of the issued and paid up capital of PANV by AOL from Worldwide Sports and Entertainment, Inc for a consideration of U.S.\$6,000.
- (3) On 20 August 2003, MBNS (BVI) entered into an agreement to purchase 10 per cent. of HomeNet's equity interest in TVBPH for a total consideration of U.S.\$3,612,000.
- (4) Letter of Offer for option to subscribe for shares in AWT from Maxis to MBNS dated 28 April 2003 pursuant to a Memorandum of Understanding between Maxis and MBNS on 24 May 2002 in respect of a 3G joint venture ("Letter of Offer"). The parties agreed to explore the terms of their joint equity participation in AWT and indirectly in AWT's wholly-owned subsidiary, UMTS. In the Letter of Offer, Maxis confirmed its offer to procure AWT to grant an option to MBNS, subject to MBNS and Maxis securing shareholder, board and other approvals as required, to subscribe for shares representing up to 25 per cent. of the enlarged issued and paid-up capital in AWT in cash at the par value of RM1.00 for each share. Pursuant to the Letter of Offer, the Option Expiry Date is 30 September 2003 or the 3G Capex Date, whichever is the later. 3G Capex Date defined therein means the date on which Maxis first commits to capital expenditure on the 3G network. By a further letter dated 11 August 2003 the definition of 3G Capex Date in the Letter of Offer, was amended to mean the date on which Maxis or any of its subsidiaries, save for AWT and UMTS, first commits to capital expenditure on the 3G network.

20. ADDITIONAL INFORMATION (Cont'd)

- (5) Agreement dated 20 September 2003 for the sale and purchase of certain shares in AAAN Bermuda Ltd between certain shareholders of AAAN Bermuda Ltd ("Transferors") and AAAN. The Transferors agreed to transfer their respective shares held by them in AAAN Bermuda Ltd to AAAN in consideration of AAAN allotting and issuing shares credited as fully paid in AAAN to the Transferors on a one for one basis.

20.7 Material Agreements

The salient terms of all subsisting material agreements of AAAN and its subsidiaries as at the date hereof are as follows:

(A) Banking Facilities

ASTRO has both short term and long term borrowings, details of which are as follows:

Entity	Financier	Type of Facility (Date of loan agreement)	Facility Amount	Collateral
MBNS	Malayan Banking Bhd	- Overdraft (sub limit RM1 million)	RM50 million	-
		- Short Term Revolving Credit (sub limit RM30 million)		
		- Trust Receipt		
		- Letters of Credit		
		- Bank Guarantee ("BG") (Financial BG sub limit RM10 million)		
		- Bankers Acceptance		
		- Foreign Exchange	RM20 million	
		(Offer Letter dated 27 November 2002)		
MBNS	Citibank Bhd	- Commercial Credit	RM190,768,000	-
		- Bankers Acceptance		
		- Onshore Foreign Currency Time Loan	(Note: This facility has a credit limit reduction and is set to decrease over the year 2003 to a limit of RM80 million)	
		- Guarantees and/or Undertakings (sub limit RM20 million)		
		- Bills available for cheques (limit RM768,000) and/or bank drafts purchase		
		- Foreign exchange	U.S.\$40 million	
		(Offer Letter dated 13 May 2002)		

20. ADDITIONAL INFORMATION (Cont'd)

Entity	Financier	Type of Facility (Date of loan agreement)	Facility Amount	Collateral
MBNS	RHB Bank Bhd	<ul style="list-style-type: none"> - Overdraft (sub limit RM1 million) - Revolving Credit (sub limit RM34.55 million) - Letter of Credit - Standby Letter of Credit - Trust Receipt - Bankers Acceptance - Bank Guarantee 	RM185 million	-
		- Foreign Exchange	RM160 million	
		(Offer Letter dated 1 October 2002)		
MBNS	Aseambankers Malaysia Bhd (as Primary Subscriber and Lead Arranger), RHB Bank Bhd and Malayan Banking Bhd (as the Co-Arrangers).	Issue of Series 1 (2000/2005) bonds of RM175 million and Series 2 bonds (2000/2006) bonds of RM175 million ("Bonds"). (Subscription Agreement dated 28.03.00.)	RM350 million	Syndicated Bank Guarantee Facility
MBNS	Aseambankers Malaysia Bhd (as Lead Arranger, Facility Agent, Paying Agent and Tender Panel Agent), Malayan Banking Bhd and RHB Bank Bhd (as Co-Arrangers) and the financial institutions listed in the First Schedule thereto.	Issue of Commercial Papers/Medium Term Notes ("CP/MTN") through Aseambankers Malaysia Bhd from members of the tender panel. (Programme Agreement dated 28.03.00 and Supplemental Programme Agreement dated 24.03.03.)	RM365 million	Syndicated Bank Guarantee Facility

20. ADDITIONAL INFORMATION (Cont'd)

Entity	Financier	Type of Facility (Date of loan agreement)	Facility Amount	Collateral
MBNS	Aseambankers Malaysia Bhd (as Lead Arranger, Guarantee Facility Agent and Security Agent), Malayan Banking Bhd and RHB Bank Bhd (as Co-Arrangers) and the financial institutions and companies whose names are set out in the First Schedule therein.	Syndicated Bank Guarantee Facility ("PDS Facility") (Syndicated Bank Guarantee Facility Agreement (RM731 million) dated 28.03.00 and Supplemental Guarantee Facility Agreement dated 24.03.03)	RM731 million (to guarantee the Bonds and the CP/MTN and one coupon payment under the Bonds)	<ol style="list-style-type: none"> 1. 1st Party Debenture of MBNS (fixed and floating charge). 2. 3rd Party Debenture of Digicast (fixed and floating charge). 3. Assignments of Debt Service Accounts, Material Contracts, Mediaguard and Media-highway Agreements, Revenue and Disbursement Accounts, Hedging Agreements and Project Land Sub-Lease. 4. Substitute Priorities and Security Sharing Agreement. <p>(Note: The securities issued under the PDS Facility rank pari passu with the ECA and BPI Facilities.)</p>

20. ADDITIONAL INFORMATION (Cont'd)

Entity	Financier	Type of Facility (Date of loan agreement)	Facility Amount	Collateral
MBNS	Citibank International PLC, London and Citibank Malaysia (L) Limited	Export Credit Agency Facility comprising of the Export Kreditnamden of Sweden Facility, the Office National du Ducroire of Belgium Facility and the Commercial Facility (collectively called "the ECA Facility"). (The Dollar Facility Agreement dated 01.06.00 as amended and repeated in the Amendment and Restatement Agreement dated 17.03.03.)	U.S.\$80 million	<ol style="list-style-type: none"> 1. 1st Party Debenture of MBNS (fixed and floating charge). 2. 3rd Party Debenture of Digicast (fixed and floating charge). 3. Assignments of Debt Service Accounts, Material Contracts, Mediaguard and Mediahighway Agreements, Revenue and Disbursement Accounts, Hedging Agreements and Project Land Sub- Lease. 4. Substitute Priorities and Security Sharing Agreement. <p>(Note: The securities issued under the ECA Facility rank pari passu with the PDS and BPI Facilities.)</p>

20. ADDITIONAL INFORMATION (Cont'd)

Entity	Financier	Type of Facility (Date of loan agreement)	Facility Amount	Collateral
MBNS	Citibank Bhd	Hedging Facility pursuant to the ECA Facility (Hedging Programme Agreement dated 24.08.00 and letter dated 13.05.02)	U.S.\$40 million, of which U.S.\$12 million is secured.	<ol style="list-style-type: none"> 1. 1st Party Debenture of MBNS (fixed and floating charge). 2. 3rd Party Debenture of Digicast (fixed and floating charge). 3. Assignments of Debt Service Accounts, Material Contracts, Mediaguard, Mediahighway Agreements, Revenue and Disbursement Accounts, Hedging Agreements and Project Land Sublease. 4. Substitute Priorities and Security Sharing Agreement.

20. **ADDITIONAL INFORMATION (Cont'd)**

Entity	Financier	Type of Facility (Date of loan agreement)	Facility Amount	Collateral
MBNS	Bank Pembangunan dan Infrastruktur Malaysia Bhd	Term Loan and Bank Guarantee (collectively called "the BPI Facility") (Facilities Agreement dated 6 February 2003.)	RM500 million combined term loan facility and bank guarantee facility (subject to the bank guarantee facility having a sub limit of RM100 million).	<ol style="list-style-type: none"> 1. 1st Party Debenture II of MBNS (floating charge). 2. 3rd Party Debenture II of Digicast (floating charge). 3. Assignments of Drawdown Account, Debt Service Accounts, Material Contracts, Mediaguard and Mediahighway Agreements, Revenue and Disbursement Accounts, Hedging Agreements and Project Land Sub- Lease. 4. Substitute Priorities and Security Sharing Agreement.

(Note: The BPI Facility shares the same securities as that of the PDS and ECA Facilities on a pari passu basis, but the BPI Facility is structurally subordinated to the other facilities in terms of principal prepayment and repayment.)

20. **ADDITIONAL INFORMATION (Cont'd)**

(B) Business Agreements

- (1) AATR (BVI), Liann Yee Production Co Ltd ("LY") and Era International Ltd ("ERA") entered into a Heads of Agreement dated 3 October 1997 ("HOA") to establish and participate in a joint venture relating to DTH satellite pay television broadcasting services in Taiwan. To facilitate the establishment of the business venture, the parties entered into an Interim Operating Agreement dated 14 April 1998 ("IOA") prior to the execution of the joint venture agreement by AATR (BVI), LY and ERA in respect of the provision of DTH pay television broadcasting services in Taiwan. The HOA records the proposed equity participation and principal terms and conditions of the proposed joint venture. The IOA established a common fund and an executive committee for the purpose of executing contracts by the Preparatory Office or LY as agent for the parties and funding of pre-operating expenses prior to the formalisation of the joint venture arrangement. Following the completion of the venture, all pre-operating agreements are to be novated to the joint venture company to be established. To ensure the performance of its obligations MBNS executed a Parental Guarantee dated 14 April 1998 in favour of LY and ERA limited to the sum of AATR (BVI)'s proportionate investment in the proposed joint venture.

On 22 October 1998, AATR (BVI), LY and ERA entered into a Joint Venture and Shareholders' Agreement through Hsin Chi the joint venture company established for the purpose of the provision of DTH pay television services in Taiwan. Hsin Chi shall be capitalised up to a maximum of NT\$1.5 billion and each party is obliged to contribute up to its agreed equity shareholding in the company by way of subscription of shares, unless otherwise agreed by the parties. AATR (BVI) has a 35.7 per cent. interest in Hsin Chi.

- (2) Kristal Sdn Bhd and ASTRO Brunei entered into a Joint Venture and Shareholders' Agreement dated 29 October 1999 for the provision of DTH pay television services in Brunei through Kristal-ASTRO. The total funding for the venture is agreed at B\$4,700,000 of which B\$500,000 shall be by way of equity investment and the remaining of up to a maximum of B\$4,200,000 shall be by way of shareholders advances or any other debt instrument as agreed by the shareholders. ASTRO Brunei has a 48.9 per cent. interest in Kristal-ASTRO.

On 27 April 2001, Kristal-ASTRO and MBNS entered into an Operating Agreement to provide Kristal-ASTRO with digital satellite television and radio broadcast services to include ground and space segment satellite uplink and downlink services, encryption, content control and subscriber management services. The agreement enables Kristal-ASTRO to make available the ASTRO services in Brunei as the Kristal-ASTRO pay television broadcast service, subject to the terms and conditions of the agreement.

On 27 April 2001, Kristal-ASTRO and MBNS entered into an Intellectual Property License Agreement to provide Kristal-ASTRO with programming and trade mark license rights to enable the Kristal-ASTRO to undertake its business of providing the Kristal-ASTRO pay television broadcast service subject to the terms and conditions of the agreement. MBNS is the owner of the MBNS trademark (as defined in the Intellectual Property License Agreement) and has exclusive rights to use and license others to use the MBNS trademark (as defined in the Intellectual Property License Agreement) in Malaysia and Brunei.

20. ADDITIONAL INFORMATION (*Cont'd*)

- (3) On 11 November 1999, (i) iTVB Limited (“iTVB”); (ii) MBNS (BVI); (iii) Home Net N.V. (“HomeNet”); (iv) TVB and (v) MBNS entered into a Joint Venture and Shareholders’ Agreement to undertake a Chinese language Internet Web Portal business by way of a joint venture through TVB.COM Limited (“TVB.COM JVSA”). To ensure the observance and performance of its obligations under the agreement, MBNS guaranteed the obligations of MBNS (BVI) and HomeNet. MBNS (BVI) and HomeNet has a 20 per cent. and 10 per cent. interest in the venture respectively.

By a Deed of Substitution and Release dated 4 May 2001 between (i) iTVB; (ii) MBNS (BVI); (iii) HomeNet; (iv) TVB; (v) MBNS; (vi) TVB.COM Limited; (vii) AAAN Bermuda Ltd; (viii) Mezzanine Equities Sdn Bhd, AAAN Bermuda Ltd replaced MBNS as guarantor for MBNS (BVI) and Mezzanine Equities Sdn Bhd replaced MBNS as guarantor for HomeNet, under the TVB.COM JVSA.

By a letter dated 31 October 2001 from AAAN Bermuda Ltd, Mezzanine Equities Sdn Bhd, MBNS (BVI) and HomeNet to TVB and iTVB the parties agreed to restructure the business of the TVB.COM JVSA. The entire Hong Kong and PRC Internet business operations of TVB.COM Limited including all its assets and liabilities were disposed of to Jade Profit Limited, a wholly owned subsidiary of TVB except for TVB Publications with effect from 1 April 2001. TVB.COM Limited changed its name to TVBPH and the name “TVB.COM Limited” was transferred to Jade Profit Limited for its use. It was further agreed that outstanding shares in TVBPH (formerly TVB.COM Limited) to be subscribed by MBNS (BVI) and HomeNet pursuant to the TVB.COM JVSA shall be allotted and issued to MBNS (BVI) and HomeNet unpaid where payment is to be rescheduled and paid down in four tranches.

On 19 November 2001, a Supplemental Agreement to TVB.COM JVSA was executed to record the terms of the letter dated 31 October 2001. By a letter dated 6 March 2003, the parties further varied the provisions of the TVB.COM JVSA on the agreed use of the share subscription monies, purpose of the joint venture and rescheduling of payment of subscription monies.

By a Deed of Substitution and Release dated 26 September 2003 between (i) iTVB; (ii) MBNS (BVI); (iii) HomeNet; (iv) TVB; (v) TVB Publishing Holding Limited; (vi) AAAN Bermuda Ltd; (vii) Mezzanine Equities Sdn Bhd; and (viii) AAAN, AAAB replaced AAAN Bermuda Ltd as guarantor for MBNS (BVI), under the TVB.COM JVSA.

- (4) On 21 July 2001, (i) AACS; (ii) AMSI; (iii) Veena Aggarwal (“VA”); (iv) Rama Talwar (“RT”) (VA and RT are collectively referred to as the Indian Partners), entered into a Joint Venture and Shareholder Agreement through AMSI to undertake the business of, inter alia, marketing and sale of radio airtime, the provision of consultancy, and training and support services to FM radio broadcasting companies. AACS has 74 per cent. and the Indian Partners has 26 per cent. in AMSI.

By a Shareholder’s Loan Agreement dated 25 April 2001 between AACS and AMSI, AACS granted to AMSI a loan for the amount of U.S.\$802,672 to meet its working capital requirements for a term of 48 months commencing from 13 October 2000 and expiring on 12 October 2004. The loan is repayable in full together with any other amounts due on 12 October 2004.

20. ADDITIONAL INFORMATION (Cont'd)

By a Shareholder's Loan Agreement dated 30 January 2002 between AACS and AMSI, AACS granted to AMSI a loan for the amount of U.S.\$900,000 to meet its working capital requirements for a term of 48 months commencing from 20 December 2001 and expiring on 19 December 2005. The loan is repayable full together with any other amounts on 19 December 2005.

By a Shareholder's Loan Agreement dated 25 October 2002 between AACS and AMSI, AACS granted to AMSI a loan for the amount of U.S.\$1,500,000 to meet its working capital requirements for a term of 48 months commencing from 19 June 2002 and expiring on 18 June 2006. The loan is repayable in full together with any other amounts due on 18 June 2006.

- (5) Transponder Lease Agreement MEASAT-1 dated 21 August 1997 between BSS and MBNS ("MEASAT-1 TLA") for the lease by MBNS of 5 non-pre-emptible 54 MHz Ku-band transponders for supporting telecommunications and broadcasting services. By a Supplemental Agreement dated 16 September 1999 the rent payable and the payment terms for the transponders under the MEASAT-1 TLA was revised. By a Novation Agreement between MBNS, AAAN Bermuda Ltd and BSS dated 31 October 2000, MBNS was released and discharged from its liabilities and obligations in respect of rental due under the lease in return for AAAN Bermuda Ltd agreeing to be bound by all the terms and conditions of the lease in respect of the outstanding rental.
- (6) Fulfilment Service Agreement dated 18 June 2001 between MBNS and Cynnyx Sdn Bhd ("Cynnyx"). MBNS appointed Cynnyx as its fulfilment agent for the warehousing, storage and carrying out all tasks directly and/or indirectly relating to the allocation and/or delivery of the ASTRO DMS to MBNS' authorised ASTRO installers in Peninsular Malaysia.
- (7) Marketing and Programming Services Agreement dated 8 July 2003 between Maestra Broadcast, MEASAT Radio, AMP and Austereo International Pty Ltd ("Austereo") for the provision of marketing and programming services by Austereo to Maestra Broadcast and MEASAT Radio.
- (8) Channel Supply Agreement dated 8 July 2003 between CMCL and MBNS, for the grant to MBNS of the right to distribute the Celestial Movie Channel for a 3 year term commencing 1 March 2003.
- (9) Channel Supply Agreement dated 16 September 1996, as amended, between Turner Broadcasting System Asia Pacific, Inc and MBNS for the grant to MBNS the right to distribute and broadcast the channel known as "CNN International" via DTH transmission during the term commencing 1 November 1999 and expiring on 31 December 2004.
- (10) Channel Supply Agreement dated 16 September 1996, as amended between Turner Broadcasting System Asia Pacific, Inc and MBNS in respect of the grant to MBNS of the right to distribute and broadcast the channel known as "Cartoon Network" via DTH transmission during the term commencing 1 November 1999 and expiring on 31 December 2004.

20. ADDITIONAL INFORMATION (Cont'd)

- (11) Broadcast Affiliation Deal Memorandum between ESPN Star Sports and MBNS dated 1 July 2001 for the grant of the right to distribute two sports television programming services known as ESPN and Star Sports over a term of 4 years commencing 1 July 2001.
- (12) License Agreement dated 12 August 2002 between Public Performance Malaysia Sdn Bhd ("PPM") and MBNS for the grant to MBNS of the right to broadcast and perform sound recordings and/or video recordings, owned and/or controlled by certain Malaysian recording companies, by means of DTH transmission in Malaysia. PPM has been authorised by the said recording companies to administer the said rights. This license commenced on 1 October 1996 and will expire on 31 December 2004. The annual licence fees payable by MBNS is determined in accordance with rates as set out in clause 4 of the Agreement.
- (13) Deal Memorandum dated 26 June 2002 between TVB Satellite TV Entertainment Limited ("TVBSE") and MBNS for (i) TVB8 channel and (ii) Xing He channel, (collectively referred to as the "Channels"). TVBSE granted to MBNS the right to broadcast the Channels on the Astro services during the Term. The term commenced on 16 April 2002 and will expire on 30 September 2004.
- (14) Deal Memorandum dated 25 June 2002 between TVBI Company Limited and MBNS for the distribution of the TVBS Asia channel. TVBI Company Limited granted to MBNS the right to broadcast the TVBS Asia channel on the Astro services during the term. The Term commenced on 16 April 2002 and will expire on 30 September 2004.
- (15) Deal Memorandum dated 21 May 2002 between TVBI Company Limited and MBNS for the supply to MBNS of programmes for the ASTRO Wah Lai Toi channel. TVBI Company Limited granted to MBNS the right to broadcast the programmes on the ASTRO Wah Lai Toi channel on the Astro services during the term. The term commenced on 16 April 2002 and will expire on 30 September 2004.
- (16) Term Sheet dated 30 September 2002 between MBNS and Independent Entertainment Pty Ltd for the supply to MBNS of programmes for broadcast on the TVIQ channel. The rights granted to MBNS are for DTH transmission and the license period commenced on 1 October 2002 and will expire on 30 September 2005.
- (17) Deal Memorandum dated 8 August 2002 between MBNS and Discovery Asia Inc for the grant to MBNS of the right to market and distribute the Discovery Travel and Adventure channel during the term commencing 1 December 2001 and expiring on 31 December 2004.
- (18) Deal Memorandum dated 18 October 2002 between BBC Worldwide Limited ("BBCW") and MBNS. BBCW granted to MBNS right to broadcast a block of programming from BBCW on the TVIQ channel during the term commencing 18 November 2002 and expiring on 17 November 2005.

20. ADDITIONAL INFORMATION (*Cont'd*)

- (19) Agreement dated 13 January 2003 between CNBC Asia Pacific Ltd and MBNS. CNBC Asia Pacific granted to MBNS the right to distribute the CNBC Asia Channel via DTH transmission during the term commencing 1 November 2001 and expiring on 31 December 2004.
- (20) Term sheet dated 6 February 2003 between MBNS and Crown Media International ("CMI") for the Hallmark Channel. CMI granted to MBNS exclusive right to distribute the Hallmark Channel in Malaysia via DTH transmission. The licence and rights granted herein shall commence from 1 January 2002 and expire 3 years thereafter on 31 December 2004. The licence fees payable by MBNS is determined in accordance with rates as set out in clause 8 of the Agreement.
- (21) Letter of Acceptance dated 31 October 2002 between All Satellite Broadcasting Company Limited ("STAR") and MBNS in respect of the supply to MBNS of the following channels: STAR Movies International, STAR World, Channel [V] International, National Geographic Channel and Phoenix Chinese Channel. STAR granted to MBNS, the pay television rights. The rights are for 5 years commencing 1 November 2002.
- (22) License Agreement dated 10 January 2002 between Shaw Renters (Singapore) Pte Ltd ("Licensor") and MBNS. Licensor granted to MBNS exclusive rights to 175 P. Ramlee Malay language movies. The rights granted are Free TV, Pay TV, Video tape and laser disc distribution rights in Malaysia and Brunei for a 5 year license period for each movie. The licence fees payable by MBNS shall be in accordance with the rates as set out in Schedule IV of the Agreement.
- (23) License Agreement dated 25 February 2003 between Public Performance Malaysia Sdn Bhd ("PPM") and MEASAT Radio for the grant to MEASAT Radio of the right to broadcast sound recordings owned and/or controlled by members of the Recording Industry Association of Malaysia ("RIM") over the terrestrial radio services operated by MEASAT Radio, namely HITZ, LIGHT & EASY, MY for the territory of Malaysia. PPM has been appointed by RIM to administer the said rights. This license commenced on 1 February 2002 and will expire on 31 January 2005. The licence fees payable by MEASAT Radio is determined in accordance with rates as set out in clause 4 of the Agreement.
- (24) License Agreement dated 25 February 2003 between Public Performance Malaysia Sdn Bhd ("PPM") and Maestra Broadcast for the grant to Maestra Broadcast of the right to broadcast sound recordings owned and/or controlled by members of the Recording Industry Association of Malaysia ("RIM") over the terrestrial radio services operated by Maestra Broadcast, namely MIX and ERA for the territory of Malaysia. PPM has been appointed by RIM to administer the said rights. This license commenced on 1 February 2002 and will expire on 31 January 2005. The licence fees payable by Maestra Broadcast is determined in accordance with rates as set out in clause 4 of the Agreement.

20. ADDITIONAL INFORMATION (Cont'd)

- (25) Letter of Understanding dated 3 December 2001 between World Media International Pty Ltd. ("ARTV") and MBNS for the distribution of the channel service known as the "ARTV Channel" in Malaysia and Brunei. The term is 3 years from 1 January 2002. The yearly licence fees payable by MBNS is determined in accordance with rates as set out in clause 9 of the Letter of Understanding.
- (26) Programme Supply and Advertising Sales Agreement dated 12 May 2003 between Bloomberg L.P. and MBNS for the non-exclusive right to broadcast the "Bloomberg Television" channel Malaysia and Brunei via DTH transmission. The term commenced on 1 October 1999 and will expire 5 years thereafter on 30 September 2004. The fixed licence fees payable by MBNS shall be U.S.\$95,000 per annum.
- (27) Term Sheet as amended dated 13 June 2002 between AXN Holdings, LLC and MBNS for the right to transmit the AXN Channel via DTH transmission, during the term commencing from 1 December 2001 and expiring on 31 December 2004.
- (28) Program Provision Agreement between NHK Joho Network, Inc and MBNS for the right to distribute the "NHK World Premium" channel via DTH transmission. The Term commenced on 1 April 2003 and will expire on 31 March 2004.
- (29) Letter dated 19 March 2003 between Nickelodeon Asia Holdings Pte Ltd and MBNS for the right to license and distribute the Nickelodeon channel via DTH transmission during the term commencing from 1 November 2002 and expiring on 31 October 2003.
- (30) Letter dated 19 March 2003 between MTV Networks Asia LDC and MBNS for the right to license and distribute the MTV channel via DTH transmission during the term commencing from 1 November 2002 and expiring on 31 October 2003.
- (31) Channel Distribution Agreement dated 29 May 1996 between MBNS and Discovery Asia Inc for the license to broadcast the Discovery Channel via DTH. Term commenced on 1 November 1996 and expired 5 year thereafter. MBNS continues to broadcast the Discovery Channel on terms and conditions of the expired Agreement as the parties are currently renegotiating in good faith for the extension of Term based on similar terms and conditions of the expired agreement.
- (32) Operator Agreement as amended dated 30 July 1996 between HBO Pacific Partners VOF and MBNS for the license to broadcast the HBO channel via DTH. Term commences 1 October 1996 and expired on 31 December 2001. MBNS continues to broadcast the HBO Channel on terms and conditions of the expired Agreement as the parties are currently renegotiating in good faith for the extension of Term based on similar terms and conditions of the expired agreement.

20. ADDITIONAL INFORMATION (*Cont'd*)

- (33) Operator Agreement as amended dated 22 April 1998 between HBO Pacific Partners VOF and MBNS for the license to broadcast the Cinemax channel via DTH. Term commences 22 April 1998 and expired on 31 December 2001. MBNS continues to broadcast the Cinemax Channel on terms and conditions of the expired agreement as the parties are currently renegotiating in good faith for the extension of Term based on similar terms and conditions of the expired agreement.
- (34) Programme Carriage Agreement dated 21 December 2000 between the Government of Malaysia represented by the Ministry of Education for the carriage and broadcast of TV Pendidikan programmes via DTH in Malaysia and Brunei. Term commenced on 2 January 2000 and expires on 31 December 2005. The service fees presently payable by the Ministry of Education is RM598.50 for each government school.
- (35) (i) Letter of Agreement between Shaw and East Asia Filmed Entertainment Ltd ("EAFEL") (now known as Celestial) dated 15 March 2000;
- (ii) Sale and purchase of film library deed between Shaw and EAFEL dated 15 May 2000; and
- (iii) Bill of transfer and assignment between Shaw and EAFEL dated 22 May 2000 ("Bill").
- The agreements document the transfer by Shaw of all of its rights, title and interest in every jurisdiction in respect of the films in the Shaw Library to EAFEL. The transfer was effected by the Bill dated 22 May 2000.
- (36) Arrangement for the digital remastering of the Shaw Library. The parties are negotiating in good faith to finalise the remaster agreement for execution. Meanwhile, the remastering process has started.
- (37) Film Rights and Distribution Agreement between Celestial and Miramax Film Corp. ("Miramax") dated 19 March 2003 underwhich Celestial granted to Miramax the right to distribute and exploit selected films from the Shaw Library in home video and VOD forms in major English speaking countries. Miramax has also an option to produce English language remakes of some of the pictures.
- (38) Channel Supply Agreement between CMCL and StarHub Cable Vision Limited dated 11 April 2003 for the broadcast of Celestial Movies in Singapore where payment is based on monthly subscriptions fees as set out in the Agreement. The Agreement shall be for a term of 5 years from the later of (a) 1 April 2003; or (b) the date that the broadcasting authority in Singapore approves the broadcast of the channel in Singapore. StarHub also has a right of first negotiation regarding carriage of the channel after 2008. The right granted to StarHub is exclusive for subscription television in Singapore.

20. ADDITIONAL INFORMATION (*Cont'd*)

- (39) Term sheet between CMCL and P.T. Matahari Lintas Cakrawala (PT.MLC) (“Indovision”) dated 14 February 2003 for the broadcast by Indovision of Celestial Movies on its subscription television service in Indonesia on a non-exclusive basis, where payment is based on monthly subscription fees as set out in the Agreement. The Agreement shall be for an initial term of 3 years beginning on 15 May 2003. CMCL has an option to extend the term by a further 2 years.
- (40) Video License Agreement between Celestial and Deltamac (Taiwan) Co. Limited (“Deltamac”) dated 31 October 2002 granting manufacturing, sale and distribution, merchandising and cinematic rights to Deltamac in selected films from the Shaw Film Library in Taiwan.
- (41) Subscription Television Term Sheet between Warner Bros. Int. TV Distribution (a division of Time Warner Entertainment Company LP) and CMCL dated 20 September 2002 for the broadcast of certain Warner Bros. Programs from their Golden Harvest Program Library on Celestial Movies in various countries in the Asia Pacific region.
- (42) Programme Licence Agreement between CMCL and Shanghai Film Studio (“SFS”) dated 18 June 2003 for the exclusive right to broadcast selected movies produced by SFS on any CMCL television channel throughout the world (excluding the PRC but including Hong Kong and Macau). SFS has granted CMCL the exclusive right to distribute each movie on pay TV during the licence period for the movie throughout the world (excluding China but including Hong Kong and Macau). The licence period for each movie is 8 years, commencing either on the date set out in the Agreement or a date to be agreed by the parties. The licence fees are as set out in Clause 16 of the Agreement.
- (43) Video Distribution Agreement between Celestial and Intercontinental Video Limited (“IVL”) dated 2 October 2002 granting IVL manufacturing, sale and distribution of video rights in selected films from the Shaw Library in Hong Kong and Macau.
- (44) Pursuant to the Share Subscription Agreement dated 8 March 2000, Microsoft subscribed for MBNS-RCPS for the consideration of U.S.\$75,000,000 which have been duly issued and paid up. By a Share Exchange Agreement between AAAN Bermuda, Microsoft and MBNS dated 22 September 2000, Microsoft exchanged its MBNS-RCPS for AAAN Bermuda-RCPS.
- (45) Under a Share Subscription Agreement between AAAN Bermuda Ltd and Khazanah Nasional Berhad dated 31 October 2000, Khazanah Nasional Berhad subscribed for 53,947,368 series B redeemable convertible preference shares of U.S.\$ 0.01 each in AAAN Bermuda Ltd for RM205 million.
- (46) Under a Share Subscription Agreement between AAAN Bermuda Ltd and Khazanah Nasional Berhad dated 22 July 2003, Khazanah Nasional Berhad subscribed for 103,947,368 series C redeemable convertible preference shares of U.S.\$ 0.01 each in AAAN Bermuda Ltd for RM395 million.

20. ADDITIONAL INFORMATION (Cont'd)

- (47) By a Facility Agreement between AAAN Bermuda Ltd and MBNS dated 31 October 2000, AAAN Bermuda Ltd made available to MBNS a loan facility of up to a maximum aggregate principal sum of RM88,208,229.18 for working capital requirements, capital expenditure, and investment requirements of the MBNS Group. This agreement shall be novated to AAAN pursuant to the Novation Agreement dated 26 September 2003 upon the Listing of AAAN.
- (48) Facility agreement between UTES and MBNS dated 14 February 2002 for the provision of RM33,050,000 to MBNS for its working capital, operating and capital expenditure, and investment requirements of MEASAT.
- (49) Facility agreement between UTES and MBNS dated 14 February 2002 for the provision of RM125,000,000 to MBNS for its working capital, operating and capital expenditure, and investment requirements of MEASAT.
- (50) Novation Agreement dated 22 July 2003 between UTES, MBNS and AAAN relating to the novation of MBNS' liabilities and obligations under the two Facility Agreements dated 14 February 2002 between UTES and MBNS.
- (51) MBNS is currently in the process of finalizing a written agreement with Discovery Asia Inc for the carriage and broadcast of the Animal Planet Channel via DTH. The terms and conditions of the long form agreement shall be similar to the terms and conditions of the agreement for Discovery Travel and Adventure Channel.
- (52) MBNS is currently in the process of finalizing a written agreement with BBC World Distribution Limited for the carriage and broadcast of the BBC World Channel via DTH.
- (53) Video Licence Agreement dated 30 October 2002 between Celestial and United Home Entertainment Co. Ltd ("UHEC") under which UHEC has the right to manufacture, sell and distribute videograms (VCDs and DVDs) of various titles from the Shaw Library in Thailand.
- (54) Video Licence Agreement dated 27 October 2002 between Celestial and PT Cipta Mitra Video Nusa ("PT Cipta") under which PT Cipta has the right to manufacture, sell and distribute videograms (VCDs and DVDs) of selected titles from the Shaw Library in Indonesia.
- (55) Video Licence Agreement dated 27 October 2002 between Celestial and Videovan Entertainment Industries Pte Ltd ("Videovan") under which Videovan has the right to manufacture, sell and distribute videograms (VCDs and DVDs) of selected titles from the Shaw Library in Singapore.
- (56) Video Licence Agreement dated 27 October 2002 between Celestial and Videovan under which Videovan has the right to manufacture, sell and distribute videograms (VCDs and DVDs) of selected titles from the Shaw Library in Malaysia.

20. **ADDITIONAL INFORMATION** (*Cont'd*)

- (57) Video Licence Agreement dated 6 May 2003 between Celestial and Hong Xiang Entertainment (Hong Kong) Co. Ltd (“Hong Xiang”) under which Hong Xiang has the right to manufacture, sell and distribute videograms (VCDs and DVDs) of selected titles from the Shaw Library in PRC for a fixed term on an exclusive basis.
- (58) Deal Memo dated 9 May 2003 between CFEL and Wild Side Films (“Wild Side”), under which CFEL has agreed to grant Wild Side rights to theatrical, television and video manufacturing, sale and distribution in selected titles from the Shaw Library titles in French speaking countries.
- (59) Agreement dated 22 February 2003 between CMCL and Galaxy Satellite Broadcasting Limited (“Galaxy”), for the provision by Galaxy to Celestial of playout, compression and encryption of digital video services through the satellite services, provided through Apstar II-R for a fixed term.
- (60) Facility Letter dated 20 August 2003 from PIL to Celestial recording the terms and conditions upon which PIL made available a loan facility of HK\$235,108,002 to Celestial (“PIL Facility”). The repayment of the loan facility is 28 September 2005 or such other later date as may be agreed by PIL and Celestial.
- (61) Novation Agreement dated 22 September 2003 between PIL, EAE and Celestial, wherein, PIL novated and transferred its rights, interest, title, benefit in (including its rights to the repayment of principal and payment of interest under the PIL Facility) and obligations in respect of the PIL Facility to EAE in consideration of EAE paying to PIL the sum of HK\$243,865,099 (“PIL Facility Novation”).
- (62) Facility Letter dated 20 August 2003 from PIL and Excorp to Celestial recording the terms and conditions upon which PIL and Excorp made available a loan facility of HK\$455,000,002 to Celestial (“PIL/Excorp Facility”). The repayment of the loan facility is 28 September 2005 or such other later date as may be agreed by PIL, Excorp and Celestial.
- (63) Novation Agreement dated 22 September 2003 between PIL, Excorp, EAE and Celestial, wherein, PIL and Excorp novated and transferred its rights, interest, title, benefit in (including its rights to the repayment of principal and payment of interest under the PIL/Excorp Facility) and obligations in respect of the PIL/Excorp Facility to EAE in consideration of EAE paying to PIL and Excorp the sum of HK\$278,600,002 and HK\$186,589,943 respectively (“PIL/Excorp Facility Novation”).
- (64) Settlement Agreement dated 22 September 2003 between Celestial, EAE and CEHL, wherein the parties agreed that in consideration of Celestial allotting and issuing 130,000,000 ordinary shares, each having par value of HK\$1.00, as fully paid up to CEHL, the amounts owing under the PIL Facility Novation and the PIL/Excorp Facility Novation (“Total Indebtedness”) shall be part settled to the extent of HK\$130,000,000 and the principal sum outstanding under the Total Indebtedness shall be reduced from HK\$690,108,004 to HK\$560,108,004.

20. **ADDITIONAL INFORMATION (Cont'd)**

- (65) Pursuant to the Novation Agreement dated 29 December 2000, AAAN Bermuda assumed the obligation for the rescheduled payments amounting to RM74,395,960.03 and U.S.\$15,666,666 owed by MBNS to BSS in respect of the Termination Agreement dated 29 January 2000. This agreement shall be novated to AAAN pursuant to the Novation Agreement dated 26 September 2003 upon the Listing of AAAN.
- (66) Pursuant to the Novation Agreement dated 31 October 2000, AAAN Bermuda assumed the obligation for the rescheduled payments amounting to RM8.11 million comprising the due debt as at 30 September 2000 amounting to RM2,740,665.69 and the future payment as at 1 November 2000 amounting to RM5,369,995.83 owed by MBNS to BSS in respect of the MEASAT-1 TLA dated 21 August 1997. This agreement shall be novated to AAAN pursuant to the Novation Agreement dated 26 September 2003 upon the Listing of AAAN.
- (67) Pursuant to the Novation Agreement dated 31 October 2000, AAAN Bermuda assumed the obligation for the rescheduled payments amounting to RM108,681,109.30 owed by MBNS to creditors other than BSS (i.e. Matinee Entertainment Inc., UT Projects Sdn Bhd, UTSB Management Sdn Bhd, Worldwide Satellite Broadcasting Inc, Worldwide Sports & Entertainment Inc and Hasrat Jaguh Sdn Bhd). This agreement shall be novated to AAAN pursuant to the Novation Agreement dated 26 September 2003 upon the Listing of AAAN.
- (68) Credit facility agreement dated 26 September 2003 between AAAN and a syndicate of financial institutions comprising DBS Bank Ltd, Labuan Branch, Sumitomo Mitsui Banking Corporation, Labuan Branch and CIMB (L) Limited/Bumiputra-Commerce Bank (L) Limited for the provision of financing of up to U.S.\$265 million in aggregate, comprising of three separate term loan facilities to AAAN. For further information on the Facility, refer to Section 14 of this Prospectus.
- (69) Novation Agreement dated 11 September 2003 between certain companies in the AOL group ("Transferors"), AAAN Bermuda Ltd and MBNS, to document the transfer by the Transferors of the total indebtedness amounting to RM101,439,654.62 as at 31 January 2003 owed to MBNS ("Total Indebtedness") to AAAN Bermuda Ltd in consideration of the payment of RM1.00 by AAAN Bermuda Ltd to each of the Transferors on the novation date, 31 January 2003. As a result of this novation, MBNS and AAAN Bermuda Ltd shall each assume the obligations towards each other and/or acquired the rights against each other in respect of the Total Indebtedness. This agreement shall be novated to AAAN pursuant to the Novation Agreement dated 26 September 2003 upon the Listing of AAAN.

20. ADDITIONAL INFORMATION (Cont'd)

(C) Technology Agreements

1. Agreement for the supply of daughter smartcards dated 8 March 1999 between Societe de Gestion de Television Numerique (Seca) & MBNS. This agreement provides for the supply of smartcards for the Astro Multimedia Terminal at per unit cost variable annually. This agreement was novated to Canal+ Technologies on 23 May 2000.
2. Agreement for the supply and purchase of digital multimedia terminals ("DMTs") dated 20 July 2001 between Philips Malaysia Sdn Bhd and MBNS. This agreement provides for the purchase of DMTs. This agreement was varied by a Variation Agreement dated 19 February 2003 to reduce price of the DMTs. The term of the agreement ends on 31 December 2003.
3. Letter Agreement for the supply of DMTs dated 21 September 2001 between Nokia Corporation and MBNS. This agreement provides for the purchase of DMTs. The parties entered into a Supplemental Agreement on 25 July 2002, an Addendum to the Supplemental Agreement on 17 January 2003 and a Variation (Revised Volume and Pricing) Agreement on 5 March 2003 and a Supplemental Agreement dated 13 June 2003 to the said variation agreement to reduce prices of the DMTs from time to time. The term of the agreement ends on 31 May 2004.
4. Agreement for the supply of outdoor units ("ODUs") dated 3 October 2001 between Tele System Electronic (M) Sdn Bhd and MBNS. This agreement provides for the purchase of ODUs. Pricing varies based on the number of ODUs ordered and the period during which the order is placed. The parties entered into an Addendum 1 (Revised Pricing) dated 13 May 2003 to reduce the price of the ODUs. A further Agreement for the supply of ODUs was entered into on 2 September 2003 between MBNS and Tele System providing for a further reduction in the price of the ODUs.
5. Supplemental Agreement dated 17 September 2003, amending the MEASAT-1 TLA, to provide back-up transmission uplink site and associated services by BSS to MBNS. MBNS shall reimburse BSS for utilities & other outgoings attributable to MBNS for use of uplink site. The contract is for the term of 3 years commencing 1 July 2003 with an option to extend annually.

(D) Service Contracts with Directors

The salient terms of the Proposed Service Contract of Mr Augustus Ralph Marshall, the Group Chief Executive Officer of AAAN are as set out in Section 10.2.4 of this Prospectus.

20. ADDITIONAL INFORMATION (Cont'd)

(E) Insurance Contracts

Policy Type	Insurer	Insured	Coverage Period	Sum Insured	Territorial Limit
Public Liability Policy (Premises & Operations)	MCIS Zurich Insurance Berhad; Mayban Assurance Berhad; Multipurpose Insurance Berhad; LONPAC Insurance; MNI Insurance; QBE-MBF; Tokio Marine	MBNS, MEASAT Radio, Maestra Broadcast, RAPS, AMP, affiliates, subsidiaries, associated companies, contractors, independent contractors including their interest as may appear in partnership or joint ventures.	06.01.03 – 31.03.04	Limit of liability (on any one occurrence) is RM20,000,000 Unlimited liability (in the aggregate during the coverage period)	Anywhere in the world subject to Malaysian jurisdiction
Broadcaster's All Risks Insurance	MCIS Zurich Insurance Berhad; Mayban Assurance Berhad; Multipurpose Insurance Berhad; LONPAC Insurance; MNI Insurance; QBE-MBF; Tokio Marine; Ace Synergy	MBNS, Digicast, ASTRO Shaw, ASTRO Productions and MIT	06.01.03 – 31.03.04	For property damage - RM329,156,475.22 For broadcasting equipment and systems RM773,630,886.97 For business interruption RM300,000,000 Total: RM1,402,787,362.19	Malaysia, Singapore, Brunei
Group Term Life Insurance Policy	ING Insurance Berhad	MBNS and subsidiaries	26.04.03-30.04.04	56 x monthly basic salary up to an aggregate limit of RM10,000,000.00	Anywhere in the world
Multimedia Professional Liability Insurance	American Home Assurance Company	AAAN Bermuda Ltd and its subsidiaries	07.07.03 – 06.07.04	RM20,000,000 for annual aggregate limit	Malaysia/ Worldwide
Employers' Liability Policy	MCIS Zurich Insurance Berhad; Mayban Assurance Berhad; Multipurpose Insurance Berhad; LONPAC Insurance; MNI Insurance; QBE-MBF; Tokio Marine	MBNS, Digicast, ASTRO Shaw, ASTRO Productions, MEASAT Publications and MIT	01.04.03 – 31.03.04	Estimated earnings is RM80,000,000 Limit of liability is RM20,000,000	Anywhere in the world, subject to Malaysian jurisdiction

20. ADDITIONAL INFORMATION (Cont'd)

Policy Type	Insurer	Insured	Coverage Period	Sum Insured	Territorial Limit
Directors and Officers Liability Policy	American Home Assurance Company - Malaysia	AAAN Bermuda Ltd and its subsidiaries and associated companies	12.04.03 - 11.04.04	RM50,000,000	Worldwide
Satellite Transponder Insurance Policy	Lloyds Underwriters syndicate and other Underwriters	MBNS	15.01.03-14.01.04	RM690,000,000	Not applicable
Employer's Liability Policy	MCIS Zurich Insurance Berhad; Mayban Assurance Berhad; Multipurpose Insurance Berhad; LONPAC Insurance; MNI Insurance; QBE-MBF; Tokio Marine	RAPS and its subsidiaries	21.07.03 - 20.07.04	Estimated earnings RM 18,000,000 Limit of liability is RM20,000,000	Anywhere in the world, subject to Malaysian jurisdiction
Marine Cargo Policy (Inland Transit)	MCIS Zurich Insurance Berhad	MBNS and its subsidiaries	22.01.03 until cancelled	<u>RM</u> By road- 1,000,000 By air- 1,000,000 By sea - 3,000,000 By parcel post - 300,000 Any one location - 3,000,000	Limit per conveyance: Direct shipments from anywhere in the world to Malaysia and vice versa (excluding certain specified countries).

20.8 Consents

- (i) The written consents of the Legal Advisers, Auditors, Registrars, Issuing House, Lead Manager and Managing Underwriter for the Retail Offering and Sole Bookrunner for the Malaysian Institutional Offering, Joint Bookrunners and Joint Lead Managers for the International Institutional Offering, International Underwriters, International Co-Manager, Joint Lead Underwriters for the Malaysian Institutional Offering, Joint Lead Underwriters for the Retail Offering, Global Co-ordinator and International Adviser, Principal Bankers and Underwriters for the Retail Offering to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consents of the Reporting Accountants to the inclusion in this Prospectus of its names, Accountants' Report and Letters relating to the Consolidated Profit Forecast for the financial year ending 31 January 2004 and Proforma Consolidated Balance Sheets as at 31 July 2003 in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

20. ADDITIONAL INFORMATION (Cont'd)

20.9 Documents for inspection

Copies of the following documents may be inspected at the registered office of AAAN in Malaysia during office hours for a period of 12 months from the date of this Prospectus:

- (i) The Memorandum and Articles of Association of the Company;
- (ii) The Accountants' Report and Directors' Report as included in Sections 22 and 24 respectively of this Prospectus;
- (iii) The Reporting Accountants' letter relating to the Consolidated Profit Forecast of ASTRO for the financial year ending 31 January 2004 as included in Section 15.5 of this Prospectus;
- (iv) The Reporting Accountants' letter relating to the Proforma Consolidated Balance Sheets of ASTRO as at 31 July 2003 as included in Section 23 of this Prospectus;
- (v) The agreements or documents referred to in Section 18 of this Prospectus;
- (vi) The material contracts referred to in Section 20.6 above;
- (vii) The material agreements referred to in Section 20.7 above;
- (viii) The letters of consent referred to in Section 20.8 above;
- (ix) The audited financial statements of AAAN from 22 July 2003 (being date of incorporation) up to the period ended 31 July 2003;
- (x) Legal opinion by Clifford Chance Limited Liability Partnership on English Law and the Company's Articles of Association as referred to in Section 21 of this Prospectus;
- (xi) Legal opinion by Kadir, Andri Aidham & Partners on Digicast's interest in the land of which All Asia Broadcast Centre is situated as referred to in Section 25 of this Prospectus;
- (xii) The audited consolidated financial statements of AAAN Bermuda for the three fiscal years ended 31 January 2003 and six months ended 31 July 2003;
- (xiii) The audited consolidated financial statements of MEASAT for five fiscal years ended 31 January 2003 and six months ended 31 July 2003; and
- (xiv) The audited consolidated financial statements of Celestial Pictures for the three fiscal years ended 31 January 2003 and six months ended 31 July 2003.

Save for the audited consolidated financial statements of AAAN Bermuda, MEASAT and Celestial Pictures, the financial statements of other subsidiaries of AAAN were not made available for inspection as their contributions to ASTRO's financial results were not significant. Further, financial statements of certain foreign subsidiaries of AAAN have not been statutorily audited since their respective incorporation dates pursuant to the waivers obtained by these companies under their respective domicile countries' legislation.

20. ADDITIONAL INFORMATION (Cont'd)

20.10 Responsibility Statements

This Prospectus has been seen and approved by the Directors and Promoter and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading. The Directors hereby accept full responsibility for the consolidated profit forecast included in this Prospectus and confirm that the consolidated profit forecast has been prepared based on the assumptions made.

CIMB as the Adviser, Sole Bookrunner for the Malaysian Institutional Offering and Managing Underwriter for the Retail Offering, acknowledge that to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts relating to the Initial Public Offering and ASTRO and is satisfied that the consolidated profit forecast (for which the Directors are solely responsible) prepared for inclusion in this Prospectus has been stated by the Directors after due and careful inquiry and has been duly reviewed by the Reporting Accountants.

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