

17. REPORTING ACCOUNTANTS' LETTER ON THE PROFORMA CONSOLIDATED FINANCIAL INFORMATION (cont'd)

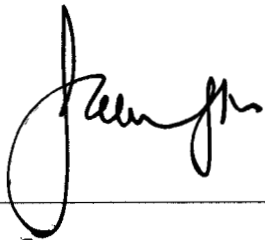
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TM INTERNATIONAL BERHAD

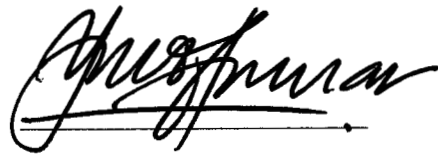
PRO FORMA CONSOLIDATED FINANCIAL INFORMATION AND THE NOTES THEREON (CONTINUED)

APPROVAL BY BOARD OF DIRECTORS

Approved and adopted by the Board of Directors of TM International Berhad in accordance with a resolution duly passed at a Board Meeting held on 28 MAR 2008



DATO' JAMALUDIN IBRAHIM
GROUP CHIEF EXECUTIVE OFFICER



DATO' YUSOF ANNUAR YAACOB
GROUP CHIEF FINANCIAL OFFICER

18. DIRECTORS' REPORT

TMI

Registered Office:

Level 42 North Wing
Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur

April 16, 2008

The Shareholders,
TM INTERNATIONAL BERHAD

Dear Sir/Madam

On behalf of the Directors of TM International Berhad ("**TM International**"), I report after due inquiry that during the period from December 31, 2007 (being the date to which the last audited financial statements of TM International and its existing and proposed subsidiaries ("**TM International Group**") upon the demerger from Telekom Malaysia Berhad ("**TM**"), have been made) to April 16, 2008 (being a date not earlier than 14 days before the issue of this document):

- (a) the business of the TM International Group has, in the opinion of the Directors, been satisfactorily maintained;
- (b) in the opinion of the Directors, there have been no circumstances that have arisen since the last audited financial statements of the TM International Group which have adversely affected the trading or the values of the assets of the TM International Group;
- (c) the current assets of the TM International Group appear in the books at values which are believed to be realisable in the ordinary course of business;
- (d) other than as disclosed in the document, no contingent liabilities have arisen by reason of any guarantees or indemnities given by the TM International Group;
- (e) as far as the Directors are aware, there have been, since the last audited financial statements of the TM International Group, no default or any known event that could give rise to a default situation, in respect of payments of either interest and/or principal sums in relation to any borrowings; and
- (f) since the last audited financial statements of the TM International Group, there have been no material changes in the published reserves or any unusual factors affecting the profits of the TM International Group, other than pursuant to the demerger from TM.

Yours faithfully
For and on behalf of the Board of Directors of
TM INTERNATIONAL BERHAD



DATO' YUSOF ANNUAR BIN YAACOB
Executive Director

19. ADDITIONAL INFORMATION

19.1 CONTRACTS/AGREEMENTS ON WHICH WE ARE HIGHLY DEPENDENT

The following contracts, being contracts within the ordinary course of business, are contracts on which we consider our Group to be highly dependent and such contracts are material to our Group's business or profitability:

19.1.1 Celcom Group

1. Access Agreement dated April 30, 2004 entered into among Celcom, Celcom Mobile and CTX (collectively referred to as the "Celcom Group of Companies") and DiGi Telecommunications Sdn Bhd as amended by the Supplemental Agreement No. 1 dated August 25, 2004, Supplemental Agreement No. 2 dated May 30, 2006 and Supplemental Agreement No. 3 dated May 21, 2007, in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement shall take effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.
2. Access Agreement dated April 30, 2004 entered into among the Celcom Group of Companies and TT Dotcom Sdn Bhd as amended by the Supplemental Agreement No. 1 dated November 30, 2004, Supplemental Agreement No. 2 dated May 19, 2006, Supplemental Agreement No. 3 dated May 18, 2007 and Supplemental Agreement No. 4 dated June 18, 2007, in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement shall take effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.
3. Access Agreement dated April 28, 2006 entered into among TM and the Celcom Group of Companies as amended by the Supplemental Agreement No. 1 dated May 18, 2007 and Supplemental Agreement No. 2 dated June 18, 2007, in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement takes effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.
4. Access Agreement dated April 30, 2004 entered into among the Celcom Group of Companies and Maxis Broadband Sdn Bhd, Maxis Mobile Sdn Bhd and Malaysian Mobile Services Sdn Bhd as amended by the Supplemental Agreement No. 1 dated October 15, 2004, Supplemental Agreement No. 2 dated February 20, 2006, Supplemental Agreement No. 3 dated May 31, 2006 and Supplemental Agreement No. 4 dated May 18, 2007 in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement shall take effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.
5. Access Agreement dated April 3, 2007 entered into among the Celcom Group of Companies and MiTV Corporation Sdn Bhd and M3 Mobile Sdn Bhd as amended by the Supplemental Agreement No. 1 dated September 14, 2007, and Novation and Supplemental Agreement No. 2 dated February 6, 2008 in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement shall take effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.
6. Access Agreement dated November 1, 2007 entered into among the Celcom Group of Companies and Jaring Communications Sdn Bhd as amended by the Supplemental Agreement No. 1 dated March 19, 2008 in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement shall take effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.

19. ADDITIONAL INFORMATION *(cont'd)*

7. Access Agreement dated October 5, 2007 entered into among the Celcom Group of Companies and Packet One Networks (Malaysia) Sdn Bhd in relation to the facilities and services offered by 1 operator to the other operator subject to the scope of their respective licenses. The agreement shall take effect upon registration of the agreement by the MCMC and shall remain in full force until the termination of the agreement.

19.1.2 XL

1. Interconnection Agreement dated March 31, 2000 entered into between XL and Telkomsel as amended by the Amendment I dated May 8, 2001 and implemented by a memorandum of agreement dated December 1, 2006, and an agreement dated November 12, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until October 31, 2009 and is subject to automatic extension each for a 2-year period. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
2. Interconnection Agreement dated September 27, 2000 entered into between XL and PT Pasifik Satelit Nusantara as implemented by a memorandum of agreement dated December 15, 2006 and amended on December 18, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 18, 2012. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
3. Interconnection Agreement dated May 28, 2001 entered into between XL and PT Natrindo Telepon Seluler as amended by the Amendment I dated December 12, 2001 and the Amendment II dated December 3, 2007, and implemented by a memorandum of agreement dated April 11, 2006, and November 21, 2006, and a cooperation agreement dated December 19, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 19, 2009 and is subject to automatic extension each for a 2-year period. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
4. Interconnection Agreement dated December 12, 2001 entered into between XL and PT Sampoerna Telekomunikasi Indonesia (formerly known as PT Mobile Selular Indonesia and PT Mandara Selular Indonesia, respectively) as amended by the Amendment I dated July 18, 2003, and implemented by a memorandum of agreement dated November 23, 2006 and a cooperation agreement dated December 19, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 19, 2012. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
5. Interconnection Agreement dated February 7, 2002 entered into between XL and PT Batam Bintan Telekomunikasi amended by the agreement dated November 30, 2006 and an agreement dated December 19, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 19, 2012. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
6. Interconnection Agreement dated October 27, 2003 entered into between XL and Mobile-8 Group (PT Komunikasi Selular Indonesia, PT Metro Selular Nusantara, PT Telekomunikasi Selular Raya) (now known as PT Mobile-8 Telecom Tbk), as amended by Amendment I dated August 30, 2004, the agreement dated November 23, 2006, Amendment II dated June 4, 2007 and implemented by a cooperation agreement dated December 17, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid for an indefinite period, subject to termination in accordance with the agreement. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.

19. ADDITIONAL INFORMATION *(cont'd)*

7. Interconnection Agreement dated January 12, 2004 entered into between XL and PT Bakrie Telecom Tbk as amended by the agreement dated December 22, 2006, the Amendment I dated June 15, 2007 and a cooperation agreement dated December 19, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 19, 2012. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
8. Interconnection Agreement dated June 6, 2005 entered into between XL and PT Cyber Access Communication (now known as Hutchison Telecom Indonesia) as implemented by a memorandum of agreement dated December 21, 2006 and amended on March 21, 2007 and June 15, 2007, and implemented by a cooperation agreement dated December 27, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 27, 2012. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
9. Interconnection Agreement dated November 10, 2006 entered into between XL and PT Indoprima Mikroselindo (now known as PT Smart Telecom) as implemented by a memorandum of agreement dated November 28, 2006 and amended on June 25, 2007, and implemented by an agreement dated December 18, 2007, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 18, 2012. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
10. Interconnection Agreement dated December 19, 2007 entered into between XL and Indosat, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid for an indefinite period, subject to termination in accordance with the agreement. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
11. Interconnection Agreement dated December 19, 2007 entered into between XL and Indosat, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid for an indefinite period, subject to review every 5 years or parties' written agreement and also subject to termination in accordance with the agreement. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.
12. Interconnection Agreement dated December 28, 2007 entered into between XL and PT Telekomunikasi Indonesia Tbk, in relation to an agreement to have an interconnection between the parties' networks. The agreement is valid until December 31, 2009. The agreement also sets out the interconnection tariffs, the billing format and payment obligations.

19.1.3 Dialog

1. Board of Investment Agreement No. 502 dated February 23, 1994 made between MTN and the Board of Investment of Sri Lanka ("BOI") to set up, conduct and operate a business for the establishment of a cellular mobile telephone network. The agreement sets out the registration fee and annual fee thereafter to be paid by MTN, which is subject to revision by the BOI once every 3 years during the term of the contract. MTN has an exclusive right to set up, conduct and operate the business, which may not be transferred without the prior written consent of the BOI.
2. Board of Investment Agreement dated May 13, 1999 made between MTN and the BOI for the granting of the status of a "Flagship Company" to MTN, whose total investment exceeded the USD50 million minimum requirement for the grant of such status.

19. ADDITIONAL INFORMATION (cont'd)

3. Board of Investment Agreement No. 2620 dated April 17, 2003 made between MTN and the BOI for the establishment of a call centre. MTN agreed to obtain clearance for the location from the Director (Environmental Management) of the BOI and prior approval from the TRC.
4. Interconnection - Memorandum of Understanding dated November 3, 2003 entered into between Dialog and SLT in relation to the provision of local access for international services based upon the rates as per the Sri Lankan regulations. The scope of this Memorandum of Understanding is strictly limited to the enforcement of the Ministers Directive dated February 27, 2003. Under this Memorandum of Understanding, SLT agreed to pay MTN the relevant local access charges for the international traffic sent through SLT's gateway for which local access is provided by MTN at the rate prescribed in the Ministers Directive dated February 21, 2003.
5. SEA-ME-WE 3 Agreement dated March 15, 2005 between Dialog and TM for the Inter-Group Capacity Right of Use of the SEA-ME-WE 3 cable networks. TM agreed to grant Dialog the assigned capacity which is activated by TM on the SEA-ME-WE 3 cable networks, on an exclusive and indefeasible basis. The agreement shall continue throughout the remainder of the initial period of 25 years following the Ready Service Date (which is the date that the SEA-ME-WE 3 is operational for customer service), unless terminated earlier by the parties.
6. Board of Investment Agreement No. 659 dated November 10, 2005 made between Dialog and the BOI for the establishment of branches/arcade and service centres and for setting up/operating 723 BTS. Dialog agreed to obtain the approval of TRC and the BOI.
7. Board of Investment Agreement dated February 2, 2006 between Dialog and the BOI for the setting up and operations of BSC. Dialog agreed to obtain clearance for the BSC from the TRC, the Director (Regional) Development of the BOI and other relevant authorities before the commencement of the operations of the new BSC in Nayabedda, Kottawa RT, Janatha Courts, Katuwapitiya, Ampara, Wadduwa North, Kotte, Wariyapola, Kandawela, Matara and Bambalapitiya.
8. Board of Investment Agreement No. 721 dated May 19, 2006 between Dialog and the BOI for the expansion of the existing operations of the business by undertaking the following activities:
 - (i) Mobile telecommunications;
 - (ii) International telecommunications;
 - (iii) Business process outsourcing;
 - (iv) Customer support;
 - (v) Digital broadcasting;
 - (vi) Establishment of third generation mobile telecommunications infrastructure;
 - (vii) Telecommunications infrastructure rental services; and
 - (viii) ISP services and any other service authorised by the TRC or any other applicable line Ministries;

and to provide the following services to subsidiary companies of Dialog approved by the Board of Dialog:

- (i) Telecommunications consultancy services;
- (ii) Telecommunications and service industry related training services;
- (iii) Telecommunications operational support services; and
- (iv) Telecommunications management services.

19. ADDITIONAL INFORMATION *(cont'd)*

Dialog agreed to undertake the abovementioned expansions with an additional investment of USD125 million within a period of 2 years from the date of the agreement, and to obtain all relevant licenses and/or approvals from the TRC, the Ministry of Posts and Telecommunications and any other applicable ministries.

9. Board of Investment Agreement No. 786 dated June 7, 2007 made between Dialog and the BOI for the expansion of the business by undertaking the following activities:
- (i) Mobile telecommunications;
 - (ii) International telecommunications;
 - (iii) Transmission backbone;
 - (iv) Customer support;
 - (v) Third generation mobile telephony; and
 - (vi) New technology and value-added services.

Dialog agreed to undertake the abovementioned expansions with an additional investment of USD255 million within a period of 2 years from the date of the agreement and to obtain the relevant approvals and/or licenses from the TRC, the Ministry of Posts and Telecommunications and any other applicable ministries. Dialog also agreed to obtain approval for the proposed locations from the BOI to construct and operate the expansion of the business.

19.1.4 TMIB

1. Operational Agreement dated April 29, 1998 entered into between TMIB and BTTB regarding the physical interconnection of their networks and the commercial, financial and operational issues relevant to such interconnection. All costs relating to interconnection shall be borne by TMIB. The agreement is valid until November 11, 2011 and will be reviewed after 18 months from commencement, and subsequently after every 3 years during the validity of the agreement. With the implementation of the ILDTS policy, the BTRC has directed BTTB to apply an interconnection charge for terminating domestic voice calls at BDT0.40 per minute with effect from October 1, 2007.
2. Interconnection Agreement dated February 11, 2004 entered into between TMIB and Grameenphone as amended by the first amendment dated November 1, 2005, Renewed Interconnection Agreement dated January 25, 2007 and the first amendment of the Renewed Interconnection Agreement dated October 1, 2007 in relation to the execution of agreements to facilitate fields of mutual cooperation for interconnection of their mobile operations and for the purpose of attaining seamless and uninterrupted traffic flow between the parties' networks. Pursuant to the first amendment of the Renewed Interconnection Agreement dated October 1, 2007, both parties agreed that the interconnection access charges for terminating a voice call is BDT0.40 per minute irrespective of peak and off-peak hours. The term of the agreement is 12 months from execution, and will automatically be renewed on the expiry of the term of the agreement for another 12 months unless otherwise agreed by the parties or terminated in accordance with the agreement.

19. ADDITIONAL INFORMATION (cont'd)

3. Interconnection Agreement dated February 28, 2004 entered into between TMIB and Banglalink as amended by the first amendment dated November 16, 2005, the Renewed Interconnection Agreement dated January 25, 2007 and the first amendment of Renewed Interconnection Agreement dated October 1, 2007 in relation to the execution of agreements to facilitate fields of mutual cooperation for interconnection of their mobile operations and for the purpose of attaining seamless and uninterrupted traffic flow between the parties' networks. Pursuant to the first amendment of the Renewed Interconnection Agreement dated October 1, 2007, both parties agreed that the interconnection access charges for terminating a voice call is BDT0.40 per minute irrespective of peak and off-peak hours. The term of the agreement is 12 months from execution, and will automatically be renewed on the expiry of the term of the agreement for another 12 months unless otherwise agreed by the parties or terminated in accordance with the agreement.
4. Interconnection Agreement dated July 14, 2004 entered into between TMIB and City Cell as amended by the first amendment dated November 1, 2005, the Renewed Interconnection Agreement dated January 25, 2007 and the first addendum to the Renewed Interconnection Agreement dated February 10, 2008, in relation to the execution of agreements to facilitate fields of mutual cooperation for interconnection of their mobile operations and for the purpose of attaining seamless and uninterrupted traffic flow between the parties' networks. Pursuant to the first addendum to the Renewed Interconnection Agreement dated February 10, 2008, both parties agreed that effective from October 1, 2007, the interconnection access charge for terminating voice calls is BDT0.40 per minute irrespective of peak and off-peak hours. The term of the agreement is 12 months from execution, and will automatically be renewed on the expiry of the term of the agreement for another 12 months unless otherwise agreed by the parties or terminated in accordance with the agreement.
5. Interconnection Agreement dated July 21, 2005 entered into between TMIB and Teletalk as amended by the first amendment dated December 5, 2005, the second amendment dated February 15, 2007 and the third addendum to the Deed of Interconnection Agreement dated February 10, 2008, in relation to execution of agreements to facilitate fields of mutual cooperation for interconnection of their mobile operations and for the purpose of attaining seamless and uninterrupted traffic flow between the parties' networks. Pursuant to the third addendum to the Deed of Interconnection Agreement dated February 10, 2008, both parties agreed that effective from October 1, 2007, the interconnection access charge for terminating voice calls is BDT0.40 per minute irrespective of peak and off-peak hours. The term of the agreement is 12 months from execution, and will automatically be renewed on a yearly basis unless otherwise agreed by the parties or terminated in accordance with the agreement.
6. Interconnection Agreement dated August 13, 2006 entered into between TMIB and Warid Telecom International L.L.C. (Bangladesh Operations) as amended by the first amendment dated January 25, 2007, in relation to the execution of agreements to facilitate fields of mutual cooperation for interconnection of their mobile operations and for the purpose of attaining seamless and uninterrupted traffic flow between the parties' networks. The term of the agreement is 12 months from execution, and will automatically be renewed on the expiry of the term of the agreement for another 12 months unless otherwise agreed by the parties or terminated in accordance with the agreement. Further, due to implementation of the ILDTS policy, both operators are paying access charges for terminating domestic voice calls at BDT0.40 per minute irrespective of peak and off-peak hours with effect from October 1, 2007.

19. ADDITIONAL INFORMATION *(cont'd)*

19.1.5 TMIC

1. Interconnect Agreement dated February 9, 2004 entered into between TMIC and CamGSM Co. Ltd in relation to establishing direct links to allow respective subscribers to send SMS messages to and receive messages and voice traffic from each other's network. The agreement is valid for 1 year from February 9, 2004 and may be renewed as mutually agreed by the parties. Either party may terminate the agreement by giving the other party 60 days' notice in writing.
2. Interconnect Agreement dated August 17, 2007 entered into between TMIC and Telecom Cambodia in relation to the establishment of access and interconnection of facilities and the provision of VoIP services between the TMIC network and the Telecom Cambodia network. The agreement is valid for 3 years and shall be automatically renewed for an additional 1 year period until terminated by either party.

19.2 MATERIAL CONTRACTS

Save as disclosed below, we have not entered into any contracts which are or may be material, not being contracts in the ordinary course of business, during the 2 years immediately preceding the Latest Practicable Date, which may affect our Group.

1. Joint Venture Agreement dated January 16, 2007 entered into between CT Paging, I-Mobile International Co. Ltd ("I-Mobile") and C-Mobile for the purpose of establishing a joint venture company, C-Mobile, as a vehicle to operate a distribution network of dealers and concept retail stores within Malaysia, for marketing communication products and services, based on the intellectual property rights owned by Celcom and licensed to C-Mobile. The agreement also regulates the relationship between CT Paging and I-Mobile as the shareholders of C-Mobile subject to the terms and conditions contained therein.
2. Settlement Agreement dated October 8, 2007 between TMIB and BTRC evidencing full, final and conclusive settlement of the investigation and show cause notice issued by the BTRC on May 31, 2007 to TMIB under Section 46(2) of the BTA for the misuse of its services. Pursuant to the alleged breach of Section 65 of the BTA by TMIB concerning the unauthorised use of VoIP technology services by TMIB's subscribers, TMIB agreed to pay an administrative fine of BDT1.45 billion to the BTRC, in settlement of such allegation. BTRC undertook to take all possible and necessary steps to ensure that TMIB is discharged from all liabilities in this matter, failing which, the agreement will stand terminated.
3. Demerger Agreement dated December 10, 2007 among TM, CTX, TESB, Celcom and our Company to give effect to the Pre-Listing Restructuring, details of which are set out in Sections 5.1.1, 5.1.2 and 5.1.3. Further to the implementation of the internal restructuring under the Pre-Listing Restructuring, a net consideration in the amount of RM7,866,100,000 is payable by our Company to TM, which will be satisfied in the manner set out in Section 5.1.2.
4. Framework Agreement dated December 10, 2007, among TM, Celcom and our Company to govern the existing and future commercial arrangements or transactions among the parties, following the Pre-Listing Restructuring. Further to the agreement, 6 Definitive Agreements in respect of the operational linkages between the TM Group Post Restructuring and our Group were signed on March 5, 2008. Further details of the Framework Agreement and the Definitive Agreements are set out in Section 5.1.4.
5. Shareholders' Agreement dated December 11, 2007 between TMIL and Etisalat Indonesia to govern the relationship between TMIL and Etisalat Indonesia in respect of the shares held in XL, pursuant to a stock purchase agreement dated December 10, 2007 by which Etisalat Indonesia entered as a new shareholder of XL.

19. ADDITIONAL INFORMATION (cont'd)

6. The Share Sale and Purchase Agreement dated February 6, 2008 between Khazanah, TMI and Indocel relating to the:
- (i) acquisition by our Company from Khazanah of 35,965,998 SunShare RCPS and 2 Class A SunShare Shares, collectively representing approximately 49.0% of the issued and paid-up share capital of SunShare for a purchase consideration of RM155.0 million; and
 - (ii) acquisition by Indocel from Khazanah of 1,191,553,500 XL Shares, representing approximately 16.81% of the issued and paid-up share capital of XL, for a purchase consideration of RM1,425.0 million.

The aggregate purchase consideration of RM1,580.0 million will be satisfied by our Company through the issuance of 176.0 million new Shares at an issue price of approximately RM8.98 per Share to Khazanah if the Pre-Listing Restructuring has become unconditional in accordance with the terms and conditions of the Demerger Agreement. Further details of the Share Sale and Purchase Agreement are set out in Section 5.2.

19.3 SHARE CAPITAL

- (i) There are no founder, management or deferred shares in our Company. As of the date of this document, there is only 1 class of shares in our Company, namely, ordinary shares of par value RM1.00 each, all of which rank equally with one another.
- (ii) Save as disclosed in "Section 12 – Information on subsidiaries, associated companies and jointly-controlled entities", we (including our subsidiaries), have not issued or proposed to issue any capital as fully or partly paid-up in cash or otherwise, within 2 preceding years from the Latest Practicable Date.
- (iii) Save as disclosed in "Section 12 – Information on subsidiaries, associated companies and jointly-controlled entities", we do not have and we have not agreed conditionally or unconditionally to put under option any of the capital of our Company or our subsidiaries.
- (iv) There is currently no scheme involving the employees in the capital of our Company and subsidiaries save for TM's Special ESOS (details of which are set out in Section 13.2.4) and the ESOS established by Dialog's ESOS Trust on July 11, 2005, pursuant to which Dialog had granted an interest-free loan of SLR2,398,712,892 (equivalent to RM88.9 million) to the trustees which enabled the trustees to subscribe for 199,892,741 ordinary shares of Dialog. The trustees in turn, granted options to eligible employees of Dialog in accordance with the instructions of Dialog's ESOS committee.
- (v) As of the Latest Practicable Date, we do not have any outstanding convertible debt securities.

19. ADDITIONAL INFORMATION *(cont'd)*

19.4 DECLARATION BY THE ADVISERS

CIMB and its related companies engage in transactions with and perform services for us and our affiliates in the ordinary course of business. CIMB and its related companies have extended credit facilities and/or engage and in the future may engage in private banking, commercial banking and investment banking activities in the ordinary course of business (including asset management, securities issuance, trading (proprietary and customer) and brokerage) to us or in relation to our Shares and our affiliates.

Notwithstanding the above, CIMB does not believe that the above will result in a conflict of interest situation with respect to its capacity as the Principal Adviser and Joint Financial Adviser for the Listing.

Save as disclosed below, UBS is not aware of any possible conflict of interest which exists or is likely to exist in its capacity as the Joint Financial Adviser.

UBS and its affiliates, in their capacity as principal or agent, are involved, and may in the future be involved, in a wide range of commercial banking and investment banking activities globally (including investment advisory, asset management, wealth management, research, securities issuance, trading (proprietary and customer) and brokerage) from which conflicting interests or duties may arise. In addition, in the ordinary course of business, UBS and/or its affiliates may trade the securities of the TM Group and/or its affiliates for UBS's and/or its affiliates' own account and for the accounts of customers, and may at any time hold a long or short position in such securities.

Therefore, conflicts may arise between duties of UBS as a Joint Financial Adviser for the Listing, and other duties or interest of UBS and its affiliates.

UBS and its affiliates operate rules, policies and procedures, including independence policies and permanent and ad hoc information barriers between and within divisions of UBS and its affiliates, directed to ensuring that the individual directors, officers and employees involved in an assignment undertaken by UBS and/or its affiliates are not influenced by any such conflicting interest or duty.

Zul Rafique & Partners has confirmed that there is no existing or potential conflict of interest in its capacity as Solicitors for the Listing.

PricewaterhouseCoopers has confirmed that there is no existing or potential conflict of interest in its capacity as our Auditors and Reporting Accountants.

Frost & Sullivan has confirmed that there is no existing or potential conflict of interest in its capacity as Independent Market Researcher.

19.5 CONSENTS

The Principal Adviser, Joint Financial Advisers, Solicitors, Company Secretary, Registrar and Principal Bankers have, before the issuance of this document, given and have not subsequently withdrawn their written consents to the inclusion in this document of their names and all references thereto in the form and context in which such names appear in this document.

Our Auditors and Reporting Accountants have, before the issuance of this document, given and have not subsequently withdrawn their written consents to the inclusion in this document of their name and letters relating to the unaudited Post Restructuring Proforma and Post Acquisition Proforma consolidated financial information and all references thereto in the form and context in which they appear in this document.

19. ADDITIONAL INFORMATION *(cont'd)*

Frost & Sullivan has, before the issuance of this document, given and has not subsequently withdrawn its written consent to the inclusion in this document of its name, the executive summaries of the key mobile telecommunications markets in which we operate, the overview of the mobile telecommunications markets in other key regional markets, and extractions of the economy overview and outlook of certain countries in which we have operations and all references thereto in the form and context in which they appear in this document.

19.6 DOCUMENTS AVAILABLE FOR INSPECTION

You may view the following documents or copies thereof at our registered office at Level 42, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia, during normal business hours on Mondays to Fridays (except public holidays) for a period of 12 months from the date of this document:

- (i) the Memorandum and Articles of Association of our Company;
- (ii) the audited financial statements of our Company for the last 3 financial years ended December 31, 2005, 2006 and 2007;
- (iii) the audited financial statements of the subsidiaries of our Company for the last 3 financial years or from the date of incorporation, if less than 3 years;
- (iv) the Reporting Accountants' letter relating to the proforma consolidated financial information as included in Section 17;
- (v) the Accountants' Report as enclosed;
- (vi) the Directors' Report as included in Section 18;
- (vii) the material contracts and agreements referred to in "Section 19.1 – Contracts/agreements on which we are highly dependent" and "Section 19.2 – Material contracts";
- (viii) the cause papers for material litigation referred to in "Section 11.17 – Legal proceedings and disputes";
- (ix) the letters of consent referred to in "Section 19.5 – Consents";
- (x) the licenses held by our key operating subsidiaries referred to in "Annex B – Key licenses and permits"; and
- (xi) Frost & Sullivan's Report referred to in Section 10 and the full independent market research report.

20. RESPONSIBILITY STATEMENTS

Our Directors have seen and approved this document and they collectively and individually accept full responsibility for the accuracy of the information contained in this document. They confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement in this document false or misleading.

The Directors of TM have seen and approved this document and they collectively and individually accept full responsibility for the accuracy of the information contained in this document, save and except for information with respect to the Directors of our Company, competitive strengths, future plans and strategies, dividend policy and prospects of our Group, as well as any forward looking statements relating to our Group's business and the industry and markets in which our Group operates, which are the responsibility of the Directors of our Company. The Directors of TM confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement in this document false or misleading, save and except for information with respect to the Directors of our Company, competitive strengths, future plans and strategies, dividend policy and prospects of our Group, as well as any forward looking statements relating to our Group's business and the industry and markets in which our Group operates.

CIMB, being the Principal Adviser, acknowledges that, based on all available information, and to the best of its knowledge and belief, this document constitutes a full and true disclosure of all material facts concerning the Listing.

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ANNEX A – GLOSSARY OF TECHNICAL TERMS

The following terms when used in this document shall bear the same meanings as set out below unless otherwise defined herein or the context otherwise requires:

- “2G/2.5G” : Second generation or 2G refers to the digital wireless communications systems. GSM is one of the most widely used 2G mobile systems. 2.5G uses packet switching technology and offers high speed data transmission rates of up to 115 kbps. 2G mobile systems can be upgraded to become 2.5G mobile systems. GPRS is an example of a 2.5G system.
- “3G” : Third generation digital wireless communications system which uses packet switching technology and offers higher speed data transmission rates (between 144 kbps to two Mbps) than available under 2G and 2.5G. CDMA2000 and WCDMA are 2 of the leading 3G technologies that are currently being developed.
- “access” : Point at which entry is gained into a circuit or a network interconnection; may be switched or dedicated connection.
- “ADSL” : Asymmetric Digital Subscriber Line, a digital subscriber line of copper loop enhanced technologies, which is asymmetric, providing faster transmission rates downstream than upstream. It is suited to fast internet access where requests are for web pages and multimedia. It is not suited for videoconferencing and 2-way file transfer, as these require symmetric communication.
- “air-interface” : The radio interface between a mobile telephone and a base station.
- “AMPS” : Advanced Mobile Phone System, an analog mobile telephone standard used in America and some parts of Asia.
- “analog” : A method of storing, processing and transmitting information through the continuous variation of a signal.
- “ARPU” : Average monthly revenue per average user.
- “ASON” : Automatically Switched Optical Network
- “ASP” : Applications service provider
- “ATUR” : Automatic Telephone Using Radio
- “Average Monthly Churn” : The total number of disconnections or deactivations from the network, either voluntary or involuntary, in a period divided by the cumulative or average number of subscribers at the end of the period, divided by the number of months in the period, expressed as a percentage.
- “backbone” : Part of the communications network that provides connection between switches.
- “bandwidth” : A measure of the size of the frequency band. The greater the bandwidth, the greater the information carrying capacity. Bandwidth is expressed in hertz for analogue devices and in bits per second for digital devices.
- “bit” : The smallest amount of information that can be transmitted representing a 1 or 0. It is the basic unit for data communications.

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

“blended ARPU”	: Weighted average of prepaid and postpaid ARPU.
“broadband”	: Transmission capacity typically having a bandwidth greater than 3 or 4 Mbps; capable of high speed data transmission.
“BSC” or “Base station controller”	: Equipment used in a mobile telecommunications network for controlling call set-up, signalling and maintenance functions as well as the set of radio channels of one or more base stations.
“BSCS”	: Business Support and Control System
“BSS”	: Base system subsystem
“BTS” or “Base transceiver stations”	: Fixed transceiver equipment in each cell of a cellular telecommunications network that communicates by radio signal with user’s handsets in that cell.
“CATV”	: Cable television
“CDMA”	: Code Division Multiple Access, a modulation technique using spread spectrum that allows multiple users to share the same frequency spectrum.
“CDMA One”	: Code Division Multiple Access One, a CDMA technology developed in the United States for 2G mobile systems.
“CDMA2000”	: Code Division Multiple Access 2000, a CDMA technology being developed in the United States for 3G mobile systems. CDMA2000 is designed to be backward compatible with CDMA One.
“cell”	: The basic geographical unit of a cellular mobile system; represents the radio frequency coverage area in the mobile system resulting from operation of a single multiple channel set of base station frequencies.
“channels”	: A unique radio frequency that is used for communication between subscriber units and cell site base stations.
“circle”	: A term used in India to denote a cellular zone as defined by the Telecom Regulatory Authority of India. Within each circle, telephone calls are treated as local calls, while across circles, calls are treated as long-distance calls. Typically, a cellular circle is the entire state, with a few exceptions like Mumbai, Goa and Uttar Pradesh (which is a state but divided into multiple circles).
“circuit switching”	: A method of transmitting voice or data which involves setting up a cell using switches and reserving the circuit for such use until the call is terminated.
“content”	: Information in the form of text, image, sound or video.
“CPP”	: Calling Party Pays; a billing and settlement system where the calling party is charged for the calls made.
“CSD”	: Circuit Switched Data; the transmission of data using circuit switching technology.

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

“Data packet”	:	A data transmission technique whereby information is segmented and routed in discrete data envelopes called “packets,” each with its own appended control information for routing, sequencing and error checking.
“DCS”	:	Digital Cellular System, a mobile communications-based PCN network.
“digital”	:	A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits 0 and 1. Digital transmission and switching technologies employ a sequence of these pulses to represent information as opposed to the continuously variable analog signal. Compared to analog networks, digital networks allow for greater capacity, lower interference, protection against eavesdropping and automatic error correction.
“domain name”	:	A unique name which identifies the location of a website on the internet.
“DSL”	:	Digital subscriber line; a family of technologies that provides high bandwidth transmission over standard twisted copper wires (regular telephone lines).
“DTH”	:	Direct to home
“e-”	:	Electronic
“E1 capacity”	:	In digital telecommunications, where a single physical wire can be used to carry many simultaneous voice conversations, worldwide standards have been created and deployed. The European Conference of Postal and Telecommunications Administrations (CEPT) standardised the E-carrier system which is widely used in almost all countries outside the United States, Canada and Japan. The E-carrier standards form part of the PDH where groups of E1 circuits may be bundled onto higher capacity links between telephone exchanges or countries. This allows a network operator to provide a private end-to-end E1 circuit between subscribers in different countries that share single high capacity links in between. In practice, only E1 (30 circuit) and E3 (480 circuit) versions are used. E1 with a transmission speed of 2048 kbps are very common in most telephone exchanges and are used to connect to medium and large companies, to remote exchanges and in many cases between exchanges.
“EDGE”	:	Enhanced Data rates for GSM Evolution; a technology which provides up to 3 times the data capacity of GPRS. EDGE allows the delivery of advanced mobile services such as the downloading of video and music clips, full multimedia messaging, high speed colour internet access and e-mail on the move.
“EGO”	:	External Gateway Operator
“equal access”	:	The concept of equal access is that users can select different fixed line network operators and/or international operators to provide domestic, long-distance and international services, typically by dialling a discrete access number.
“ERC”	:	Extended range cells

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

“erlang per square kilometre”	:	Erlang is a measure of telephone traffic. 1 Erlang is equal to 1 full hour of use of 1 voice circuit. Erlang per square kilometre is used as a measure of total traffic density usage per square kilometre.
“FDD”	:	Frequency division duplex
“Fiber optic cable”	:	A transmission medium constructed from extremely pure and consistent glass through which digital signals are transmitted as pulses of light. Fiber optic cables offer greater transmission capacity and lower signal distortion than traditional copper cables.
“FLP”	:	Frequency Load Planning
“Frequency band”	:	A specified range of frequencies. Frequency is the number of times per second that a wave (e.g. electromagnetic wave) oscillates or swings back and forth in a complete cycle from its starting point to its end point.
“Gbps”	:	1 billion bits per second
“GGSN”	:	Gateway GPRS Support Node; in a GPRS mobile network, the GGSN converts incoming data packets arriving from the internet from TCP/IP to GTP and outgoing data packets from GTP to TCP/IP.
“GHz” or “Gigahertz”	:	A measure of frequency. 1 GHz equals 1 billion cycles per second.
“GMSC”	:	Gateway Mobile Switching Centre; a main mobile switching centre that connects a mobile network to other fixed and mobile networks.
“GPRS” or “General Packet Radio Service”	:	A standard for mobile telecommunications which supports a wide range of bandwidths and is particularly suited for sending and receiving data including e-mail and large volumes of data.
“GSM” or “Global System for Mobile Communications”	:	A digital mobile telecommunications system standardised by the European Telecommunications Standards Institute based on digital transmission and mobile network architecture with roaming in use throughout Europe, in Japan and in various other countries. GSM systems operate in the 900 MHz (GSM 900), 1900 MHz (GSM 1900) and 1800 MHz (GSM 1800) frequency bands.
“GTP”	:	GPRS Tunnelling Protocol; the protocol used in a GPRS network.
“HLR”	:	Home Location Register; a database in a mobile network which records information relating to the subscriber such as current and most recently used network and location area.
“HSDPA” or “High speed downlink packet access”	:	An evolution path of 3G enhancement with theoretical peak data rates up to 14.4Mbps and increased spectral efficiency.
“HSIA”	:	High Speed Internet Access

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

"iBurst"	: iBurst is a mobile broadband wireless access system that was first developed by ArrayComm, and subsequently adopted as the High Capacity – Spatial Division Multiple Access (HC-SDMA) radio interface standard (ATIS-0700004-2005) by the Alliance of Telecommunications Industry Solutions ("ATIS"). The standard was prepared by ATIS' Wireless Technology and Systems Committee's (WTSC) Wireless Wideband Internet Access subcommittee and has been accepted as an American National Standard.
"ICX"	: Interconnection exchange operators
"IDD" or "International Direct Dialling"	: The ability to dial a call from one country to another country without the assistance of a telephone operator by dialling an international prefix.
"ILDTS"	: International long distance telecommunications services
"IMAP"	: Internet message access protocol
"IMT-2000"	: International Mobile Telecommunications 2000; a set of international standards established by the International Telecommunications Union (ITU) for 3G mobile communications systems.
"IN"	: Intelligent Network
"INMS"	: Integrated network management system
"interconnection"	: Practice of allowing a competing telephone operator to connect its network to the network or network elements of certain other telephone operators to enable the termination of phone calls made by subscribers of the competing telephone operator's network to the subscribers of the other telephone operator's network.
"internet"	: The interconnection of servers worldwide that provides communications and application services to an international base of business, consumers, education, research, government and other organisations.
"IOD"	: Information-on-Demand
"IP" or "Internet Protocol"	: A standard that keeps track of network addresses for different nodes, routes outgoing messages, and recognises incoming messages.
"IPLC"	: International Private Leased Circuits. A point-to-point private line used for internet access, business data exchange, video conferencing and any other form of telecommunications to communicate inter offices internationally.
"ISDN"	: Integrated Services Digital Network which involves the digitisation of the telephone network, which permits voice, data, text, graphics, music, video, and other source material, to be transmitted over existing telephone wires.
"ISP" or "Internet Service Provider"	: A company that provides access to the Internet. ISPs are connected to one another through Network Access Points (NAPS).
"IVR"	: Interactive voice response

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

“kbps”	: 1 thousand bits per second
“LAN”	: Local Area Network; a short distance data communications network (usually within a building).
“last mile”	: The wired or wireless medium that extend from the local exchange or node to the homes or offices of users. In most countries, the last mile is controlled by the incumbent fixed-line operator.
“local loop”	: The wired and wireless connection from subscriber’s premises to the nearest telecommunication service provider’s central office.
“Mbps”	: 1 million bits per second
“MGW”	: Media Gateways
“MHz” or “Megahertz”	: A measure of frequency. 1 MHz equals 1 million cycles per second.
“microwave”	: A means of transmitting signals through the air between microwave towers.
“MMS” or “Multimedia Messaging Service”	: A mobile telecommunications system that allows SMS messages to include graphics, audio or video components.
“modem”	: A device or program that enables the computer to transmit data over telephone lines. To achieve this, the modem has to convert between analog and digital forms of transmission.
“MOU”	: Minutes of use
“MPEG-2”	: Motion Picture Experts Group 2; the designation for a group of audio and visual coding formats used to encode audio visual (AV) broadcast signals by terrestrial (over-the-air), cable and direct broadcast satellite television systems.
“MPEG-4”	: Motion Picture Experts Group 4; the designation for a group of audio and visual coding formats used to encode AV data for web (streaming media) and compact disc distribution, voice (telephone, videophone), mixed media data (video, audio and speech) and broadcast television applications.
“MPLS” or “Multi Protocol Label Switching”	: Tag switching – Increase speed of connections between LANS. Fixed length “label” act to instruct a router where to deliver the traffic. This eliminates the router to intelligently look for an address within the overhead of the message.
“MPP”	: Mobile Party Pays; also known as receiver party pays, or a billing and settlement system where the mobile user pays airtime on received calls as well as calls that user has initiated
“MSC” or “Mobile Switching Centre”	: A switching centre in a mobile network that keeps track of users, processes calls and routes calls to users through BSCs.
“MVNO”	: Mobile Virtual Network Operator
“MW”	: Megawatt; or 1 million watts

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

“network”	: Any interconnected group or system. More specifically, a network is any method of sharing information between 2 systems (human or mechanical).
“NGN”	: Next Generation Network
“Node B”	: A term used in universal mobile telecommunications system to denote the BTS in 3G systems. Node B contains radio frequency transmitter(s) and the receiver(s) used to communicate directly with the mobiles, which move freely around it.
“NSS”	: Network switching subsystem
“PABX”	: Private automated branch exchange
“packet switching”	: A method of transmitting voice, data and video using data network. Unlike the public switched telephone network which uses circuit switching, packet switched networks do not reserve a circuit between end points. Instead they break up messages or files into small packets. Each message packet may take a different route from origin to destination, travelling along network circuits that are shared with packets from other messages.
“PCN”	: Personal Communications Network; a digital mobile service operating on the 1800 MHz frequency based on the GSM1800 (DCS1800) standard.
“PDH”	: Plesiochronous Digital Hierarchy; an asynchronous multiplexing scheme in the sense that the different tributary channels do not have to be clock synchronised between them and with the aggregate channel. A centralised and very stable network clock is unnecessary, avoiding the problems of clock stability, recovery and distribution. The consequence is the implementation complexity of cross connecting the aggregate channels, with demultiplexing and remultiplexing at each cross connect node.
“POP3”	: Post Office Protocol 3; the most recent version of a standard protocol for receiving electronic mail. POP3 is a client/server protocol in which electronic mail is received and held for you by your internet server.
“Portal”	: A website or service that offers a broad array of resources and services, such as electronic mails, forums and search engines.
“POTs”	: Plain old telephone service; refers to the standard telephone network.
“protocol”	: The conventions used in a network for establishing communications comparability between terminals and for maintaining the line discipline while they are connected to the network.
“PSTN” or “Public Switched Telephone Network”	: The international telephone system which carries analog voice data.
“real-time”	: Systems that respond to input immediately.
“roaming”	: The mobile telecommunications feature that permits subscribers of one network to use their mobile handsets and telephone numbers when in a region covered by another operator’s network.

ANNEX A – GLOSSARY OF TECHNICAL TERMS (cont'd)

“SDH”	:	Synchronous Digital Hierarchy
“SEA-ME-WE 3”	:	Southeast Asia-Middle East-Western Europe 3
“SEA-ME-WE 4”	:	Southeast Asia-Middle East-Western Europe 4
“server”	:	A shared computer on a LAN that provides services to other computers in the network.
“SGSN”	:	Serving GPRS Support Node; the equivalent of the MSC in a GPRS network.
“SIM” or “Subscriber Identity Module”	:	An electronic card inserted into a mobile handset that identifies the subscriber to a network. The SIM card contains the personal identification number of the subscriber and identifies the subscriber’s network.
“SMS” or “Short Messaging Service”	:	A mobile communications service which allows users to send alphanumeric messages from one mobile handset to another either directly or via a message centre operator. In GSM systems, such message can have a maximum of 160 characters.
“STK”	:	SIM Application Toolkit
“STM”	:	Synchronous Transport Mobile
“switch”	:	A device used to set up and route telephone calls either to the number called or to the next switch along the path. They may also record information for billing and control purposes.
“TCP”	:	Transmission Control Protocol; a protocol that manages a connection between 2 systems for the exchange of data by breaking up data into packets and sequencing the packets.
“TCP/IP”	:	Transmission Control Protocol/Internet Protocol; a widely used protocol for the internet which is used to break up data into packets then sequence and address each packet for transmission across the internet. The data packets are reassembled at the receiving end based on the sequencing information inscribed on each data packet.
“TDD”	:	Time division duplex
“TDM/TDMA”	:	Time Division Multiplexing/Time Division Multiple Access; a technology where each remote terminal has an assigned out-bound TDM channel for transmission and any carrier for a remote site is received by every other remote terminal in the network. The remote terminal’s receive system has to accept or reject incoming signals on the basis of the header information in the received signal.
“trunk”	:	A group of circuits that carry call traffic in and out of the switch.
“Tx”	:	Transmission
“USO”	:	Universal service obligations
“USSD”	:	Unstructured supplementary service data

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

"USP" or "universal service provision"	<p>: The provision of collective access and/or individual access to basic telephony and internet access service in a USP target.</p> <p>USP area in Malaysia means an underserved area and/or an underserved group within the community.</p> <p>Underserved area means an area where the penetration rate for PSTN subscribers in Malaysia is 20% below the national penetration rate; or any locality where, in the opinion of MCMC, applications services are not sufficiently available to the community at large.</p> <p>Underserved group within the community means a group of people linked by similar characteristics from a socio-cultural or economic perspective, within a served area, who do not have collective access and/or individual access to basic telephony and internet access service.</p>
"VLR"	<p>: Visitor Location Register; a database in a mobile network which stores geographical locations of users which are temporarily within an MSC's coverage.</p>
"VoIP" or "Voice over Internet Protocol"	<p>: A category of hardware and software that enables people to use the Internet as the transmission medium for telephone calls. VoIP presently does not offer the same quality telephone service as direct telephone connections.</p>
"VPN"	<p>: Virtual private network</p>
"VSAT" or "Very Small Aperture Terminal"	<p>: A station used in satellite communication of voice, data and video signals. A VSAT consists of a transceiver and a device that is placed indoors to interface with the end user's communication device.</p>
"WAP"	<p>: Wireless Application Protocol; an open, global protocol that is designed to send web pages to wireless devices and allows users to access information instantly.</p>
"WAP-STK"	<p>: Wireless Application Protocol through SIM Application Toolkit; a platform that allows users to access WAP-based content as SMS through the use of SIM card menus.</p>
"WBA"	<p>: Wireless Broadband Access</p>
"WCDMA"	<p>: Wideband Code Division Multiple Access; a CDMA technology adopted by the European Telecommunications Standards Institute for 3G mobile systems and is designed to be backward compatible with the GSM standard.</p>
"web-hosting"	<p>: The commercial housing and maintenance of web pages and websites for another party.</p>
"WiBro"	<p>: WiBro stands for Wireless Broadband, which is a wireless broadband internet technology being developed by the South Korean telecoms industry.</p>
"WiFi"	<p>: WiFi stands for Wireless Fidelity and is used to define any of the wireless technology in the IEEE 802.11 specification - including (but not necessarily limited to) the wireless protocols 802.11a, 802.11b, and 802.11g.</p>

ANNEX A – GLOSSARY OF TECHNICAL TERMS *(cont'd)*

- “WiMax” : WiMax stands for Worldwide Inter-operability for Microwave Access, which is a telecommunications technology aimed at providing wireless data over long distances in a variety of ways, from point-to-point links to full mobile cellular type access. It is based on the IEEE 802.16 standard, which is also called WirelessMAN.
- “WLAN” : Wireless Local Area Network
- “WLL” : Wireless Local Loop
- “www” : world wide web; a worldwide network of servers that uses a special communications protocol called the hypertext transport protocol (HTTP) to link different servers throughout the internet and permits communication of graphics, video and sound.
- “xDSL” : A family of DSL technology using copper loop enhanced technologies used for high speed data transmission over copper telephone wires. x represents different kind of DSL technologies, such as ADSL and Symmetrical Digital Subscriber Line (SSDL).

ANNEX B – KEY LICENSES AND PERMITS

LIST OF LICENSES AND AUTHORISATIONS HELD BY THE CELCOM GROUP^{*1} AS OF THE LATEST PRACTICABLE DATE

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1	Celcom	Network Facilities Provider Earth stations, fixed links and cables, radio communications, transmitters and links, satellite hubs, tower, poles ducts and pits used in conjunction with other network facilities, submarine cable landing centre	NFP/1/2000/8	May 8, 2001	March 31, 2014	<ul style="list-style-type: none"> The licensee shall notify the MEWC of any changes in the substantial shareholdings of Celcom The licensee shall notify the MEWC of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this license The licensee shall comply with the numbering and electronic addressing plan issued under the CMA The licensee shall comply with the spectrum plan issued under the CMA The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities is accurate and reliable in all material aspects 	Complied.

Note:

*1 Does not include the licenses held by Fibrecomm, as Fibrecomm will be transferred to TM under the Pre-Listing Restructuring as set out in Section 5.1.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
						<p>Special or additional license conditions:</p> <ul style="list-style-type: none"> The licensee shall notify the MEWC, in writing, of any restructuring or rationalisation of the licensee's corporate structure The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the MCMC The licensee shall comply with any determination made by the MCMC on universal service provision 	<p>Complied.</p> <p>Complied.</p> <p>Complied.</p>
2	Celcom Mobile	<p>Network Facilities Provider</p> <p>Radiocommunications, transmitters and links, tower, poles, ducts and pits used in conjunction with other network facilities</p>	NFP/1/2000/3	May 8, 2001	May 31, 2014	Same as above	Same as above

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
3	CTX	Network Facilities Provider Earth station, fixed links and cables, radiocommunications, transmitters and links, tower, poles, ducts and pits used in conjunction with other network facilities	NFP//2000/9	May 8, 2001	May 4, 2014	Same as above	Same as above
4	Celcom	Network Services Provider Bandwidth services, broadcasting distribution services, cellular mobile services, access application services and space service	NSP//2000/7	May 8, 2001	March 31, 2014	Same as above	Same as above
5	Celcom Mobile	Network Services Provider Bandwidth services, broadcasting distribution services, cellular mobile services, access application services and space service	NSP//2000/3	May 8, 2001	May 31, 2014	Same as above	Same as above

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
6	CTX	Network Services Provider Bandwidth services, broadcasting distribution services, cellular mobile services, access application services and space service	NSP//2000/8	May 8, 2001	May 4, 2014	Same as above	Same as above
7	Celcom Technology Sdn Bhd	Application Service Provider Audiotext Hosting Services	SKMM(S)07-LD/110/6/3/09941	December 18, 2007	Renewable annually	<ul style="list-style-type: none"> Licensees who provide public cellular services shall carry out the registration of end-users of public cellular services Licensees shall comply with any guidelines issued by the MCMC from time to time on matters relating to registration of end-users of public cellular services 	Complied with, where applicable

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
8	Celcom	Applications Services Provider PSTN, Public Cellular Services, IP Telephony, Public Switched Data Service, Audiotext Hosting Services, Internet Access Services and Messaging Services	SKMM(S)07-LD/110/6/3/09903	April 1, 2007	Renewable annually	Same as the salient terms stated in Item 7 above.	Same as Item 7 above.
9	Celcom Mobile	Applications Services Provider Public cellular services, IP telephony, internet access services & messaging services	SKMM(S)07-LD/110/6/3/09503	April 1, 2007	Renewable annually	Same as the salient terms stated in Item 7 above.	Same as Item 7 above.
10	CTS	Network Facilities Provider Fixed links and cables, submarine cable landing centre, switching centre, towers, poles, ducts and pits used in conjunction with other network facilities	NFP/2000/46	December 28, 2005	December 27, 2015	Same as the salient terms stated in Item 1 above. <u>Additional terms:</u> <ul style="list-style-type: none"> Foreign shareholding, if any, in the licensee shall not be more than 30%. The licensee shall ensure that the Bumiputera equity in the licensee is not less than 30% for so long as the licensee remains a private company or public company as defined under the Companies Act and is not listed on Bursa Securities 	Same as Item 1 above. Complied. Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
11	CTS	Network Services Provider Bandwidth services, broadcasting distribution services, cellular mobile services, access application services and space service	NSP//2000/52	December 28, 2005	December 27, 2015	<p>Same as the salient terms stated in Item 1 above.</p> <p><u>Additional terms:</u></p> <ul style="list-style-type: none"> Foreign shareholding, if any, in the licensee shall be progressively reduced to 49% or less within 5 years from the date of this license The licensee shall ensure that the Bumiputera equity in the licensee is not less than 30% for so long as the licensee remains a private company or public company as defined under the Companies Act and is not listed on Bursa Securities The licensee shall have 1 year from the date of this license to ensure compliance on Bumiputera equity 	<p>Same as Item 1 above.</p> <p>Complied.</p> <p>Complied.</p> <p>Complied.</p>

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
12	Celcom	Spectrum Allocation for Mobile Cellular Services Band Allocation (GSM 900 and E-TACS), E-TACS now under EGSM band.	None	March 12, 2001	None	<p><u>Compliance to Communications and Multimedia (Spectrum) Regulations 2000</u></p> <ul style="list-style-type: none"> The MCMC may suspend or cancel an assignment in any of the following circumstances: <ol style="list-style-type: none"> Upon breach of any condition contained in the assignment Upon failure to pay any fee in relation to the assignment Upon breach of any technical standard, mandatory standard or voluntary code registered by the MCMC under the CMA 	Complied.
13	Celcom Mobile	Spectrum Allocation for Mobile Cellular Services Band Allocation (GSM 1800)	None	March 12, 2001	None	Same as salient terms stated in Item 12 above	Complied
14	Celcom	Applications Services Provider	ASP//2000/16	May 8, 2001	March 31, 2014	Same as salient terms stated in Item 1 above	Same as Item 1 above.
15	Celcom Mobile	Applications Services Provider	ASP//2000/13	May 8, 2001	March 31, 2014	Same as salient terms stated in Item 1 above	Same as Item 1 above.
16	CTX	Applications Services Provider	ASP//2000/17	May 8, 2001	May 4, 2014	Same as salient terms stated in item 1 above	Same as Item 1 above.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

LIST OF LICENSES AND AUTHORISATIONS HELD BY XL AS OF THE LATEST PRACTICABLE DATE

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1	Modern Licensing of Closed Local Loop Network Provider	KP.159 year 2003	May 7, 2003	To be reviewed every 5 years	<p>XL's principal obligations include, amongst others:</p> <p>(a) the obligation to contribute for USO annually in the amount of 0.75% of gross revenue;</p> <p>(b) the obligation to pay Telecommunications Operating Fee in the amount of 1% of its gross revenue;</p> <p>(c) the obligation to pay Radio Frequency Usage Fee; and</p> <p>(d) the obligation to submit a report to the Minister of Communications and Information with respect to certain changes in its corporate particulars.</p>	Complied.
2	Public Internet Telephony Services	207/Dirjen/2004	June 29, 2004	To be reviewed every 5 years	<p>XL's principal obligations include, amongst others:</p> <p>(a) the obligation to contribute for USO annually in the amount of 0.75% of gross revenue;</p> <p>(b) the obligation to pay Telecommunications Operating Fee in the amount of 1% of its gross revenue; and</p> <p>(c) the obligation to submit a report to the Minister of Communications and Information with respect to certain changes in its corporate particulars.</p>	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
3	Modem Licensing of Network Access Point Service Provider	17/Dirjen/2005	February 16, 2005	To be reviewed every 5 years	<p>XL's principal obligations include, amongst others:</p> <p>(a) the obligation to contribute for USO annually in the amount of 0.75% of gross revenue;</p> <p>(b) the obligation to pay Telecommunications Operating Fee in the amount of 1% of its gross revenue; and</p> <p>(c) the obligation to submit a report to the Minister of Communications and Information with respect to certain changes in its corporate particulars.</p>	Complied.
4	License of Internet Service Provider	197/Dirjen/2006	May 24, 2006	To be reviewed every 5 years	<p>XL's principal obligations include, amongst others:</p> <p>(a) the obligation to contribute for USO annually in the amount of 0.75% of gross revenue; and</p> <p>(b) the obligation to pay Telecommunications Operating Fee in the amount of 1% of its gross revenue.</p>	Complied.
5	Modem Licensing of Cellular Mobile Network Provider – GSM 900, GSM 1800 and IMT-2000	100/KEP/M.Kominfo/10/2006	October 11, 2006	To be reviewed every year	<p>XL's principal obligations include, amongst others:</p> <p>(a) the obligation to contribute for USO annually in the amount of 0.75% of gross revenue;</p> <p>(b) the obligation to pay Telecommunications Operating Fee in the amount of 1% of its gross revenue;</p> <p>(c) the obligation to pay Radio Frequency Usage Fee; and</p> <p>(d) the obligation to submit a report to the Minister of Communications and Information with respect to certain changes in its corporate particulars.</p>	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

LIST OF LICENSES AND AUTHORISATIONS HELD BY THE DIALOG GROUP AS OF THE LATEST PRACTICABLE DATE

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1	Dialog	License to operate a cellular mobile telephone service	LCS/SYS/MTN/1/93	September 28, 1993	September 27, 2013	<ul style="list-style-type: none"> Dialog is required to submit a development plan for the extension of the network for a period set out therein Dialog is required to pay 1% of the value of all additions to the capital investment during the preceding financial year and a cess calculated in accordance with Section 22(G) of the SLTA at 0.3% of the annual turnover 	<p>Complied.</p> <p>Complied.</p>
1.1	Dialog	Modification to the license granted to Dialog in item (1) above.	LCS/SYS/MTN/1/93	August 16, 1999	September 27, 2013	Dialog is required to pay a cess imposed under Section 22(G) of the SLTA	Complied.
2	Dialog	License granted to operate an external gateway for international telecommunications	LCS/SYS/EGO/02/03	February 28, 2003	February 27, 2013	<ul style="list-style-type: none"> An initial license fee of USD50,000 Dialog is required to pay a cess imposed under Section 22(G) of the SLTA 	<p>Complied.</p> <p>Complied.</p>
3	Dialog	License to operate a telecommunication system which provides internet services	LCS/SYS/DNF/14	November 1, 2001	October 31, 2006	<ul style="list-style-type: none"> Dialog is required to pay an initial fee of SLR3,000,000 Dialog is required to pay a cess imposed under Section 22(G) of the SLTA. 	<p>Complied.</p> <p>Complied.</p>
3.1	Dialog	Renewal of license granted in item (3) above	LCS/SYS/DNF/14	October 23, 2006	October 31, 2011	Dialog is required to make an initial license fee of SLR 50,000/- on or before November 3, 2006, for the renewal.	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
4	Dialog	Spectrum allocation for the provision of 3rd Generation Mobile Services on the frequency bands 1910-1925/1970-1980/2160-2170MHz	ML/0022/94/UHF	August 10, 2006	August 9, 2016	<ul style="list-style-type: none"> Annual frequency charge payable by Dialog Dialog is required to make an investment commitment of SLR1,000,000,000/- within first 2 years Performance guarantee to be submitted by Dialog to the value of 25% of the investment commitment referred to above Coverage obligations: <ul style="list-style-type: none"> 1st year: 3G services to be available in the entire geographical area of any of the municipal councils in Sri Lanka. 2nd year: 3G services should be available in the entire geographical area of any 3 municipal councils in Sri Lanka. 	<p>Complied.</p> <p>Complied.</p> <p>Complied.</p> <p>Complied with and the coverage areas which include Colombo City, Dehiwela, Mount Lavinia, Kotte and Kandy</p>
5	Dialog	Approval for the Allocation of Radio Frequency Spectrum for the expansion of the Mobile Telephony Services in Sri Lanka – Radio Frequency Slot 907.5 – 915 MHz paired with 952.5 – 960 MHz in the GSM 900 MHz Radio Frequency Band (2 x 7.5 MHz)	ML/0022/UHF	June 25, 1998	Not applicable	<ul style="list-style-type: none"> Dialog is required to pay an initial license fee at the time of obtaining this allocation An annual usage fee is to be paid 	<p>Complied.</p> <p>Complied.</p>

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
6	Dialog	Letter of Notification for the Allocation of Radio Frequency Spectrum for the expansion of Mobile Telephone Services in Sri Lanka – Radio Frequency Slot 1778.5 – 1785.0 MHz paired with 1873.5 – 1880.0 MHz in the 1800.0 MHz Radio Frequency Band (2 x 6.5 MHz)	DG/MTN/03	July 28, 2003	July 27, 2013	<ul style="list-style-type: none"> Dialog is required to pay an initial license fee at the time of obtaining this allocation An annual usage fee is to be paid 	<p>Complied.</p> <p>Complied.</p>
6.1	Dialog	Letter of Notification for Dialog to shift its GSM1800 operation to alternative frequencies due to interoperability issue with digital enhanced cordless telecommunications (DECT) system - Radio Frequency Slot 1720.5 – 1724 / 1815.5 – 1819 MHz paired with 1717.5 – 1720.5 / 1812.5 – 1815.5 MHz in the GSM 1800 MHz Radio Frequency Band (2 x 6.5 MHz)	DG/RFE/04-03	September 16, 2003	Not applicable	<ul style="list-style-type: none"> Dialog to shift its GSM1800 operation to 1720.5–1724 MHz/ 1815.5–1819 MHz (2 x 3.5 MHz) Dialog to shift its GSM1800 operation to 1717.5–1720.5 MHz / 1812.5–1815.5 MHz (2 x 3 MHz) 	Complied.
6.2	Dialog	Letter of Notification for the Allocation of Radio Frequency Spectrum for the expansion of Mobile Telephone Services in Sri Lanka – Radio Frequency Slot 1724.0 – 1725.0 MHz paired with 1819.0 – 1820.0 MHz in the 1800.0 MHz Radio Frequency Band (2 x 1 MHz)	ML/0022/94/UHF	June 12, 2007	June 11, 2017	<ul style="list-style-type: none"> Dialog is required to pay 50% of the bid price at the time of inception The balance 50% of the bid price to be paid when required by TRC An annual usage fee is to be paid 	<p>Complied.</p> <p>The balance 50% of the bid price will be paid when requested.</p> <p>To be complied with.</p>

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
6.3	Dialog	Letter of Notification for the Allocation of Radio Frequency Spectrum for the expansion of Mobile Telephone Services in Sri Lanka -- Radio Frequency Slot 1755.0 -- 1762.5 MHz paired with 1850.0 -- 1857.5 MHz in the 1800.0 MHz Radio Frequency Band (2 x 7.5 MHz)	ML/0022/94/UHF	June 12, 2007	June 11, 2017	<ul style="list-style-type: none"> Dialog is required to pay 50% of the bid price at the time of inception The balance 50% of the bid price to be paid when required by TRC An annual usage fee is to be paid 	<p>Complied.</p> <p>The balance 50% of the bid price will be paid when requested.</p> <p>To be complied with.</p>
7	DBN	A license to operate the telecommunication system for the purpose of providing domestic and international fixed telecommunication services in Sri Lanka, using wireless local loop technology operating in 450 MHz frequency band and any other band allocated to licensee	LCS/SYS/MTT/1/05	November 10, 2005	November 9, 2015	<ul style="list-style-type: none"> Dialog is to improve and expand the licensed system in accordance with the development plan approved by the TRC Dialog is to meet the roll-out targets specified in the license Dialog is required to pay a cess in accordance with Section 22(G) of the SLTA. 	<p>Complied.</p> <p>Complied.</p> <p>Complied.</p>
8	DBN	Licensed system consists of an integrated transmission network of digital microwave radio links and optical fiber cables	LCS/SYS/MTT/1/95	May 8, 1995	May 7, 2015	<p>Dialog is to draw up a development plan for the expansion of the licensed system with specific time limits.</p> <p>Dialog is required to pay 1% of the value of all additions to capital investment made during the preceding financial year of the Company and a cess in accordance with Section 22(G) of the SLTA, calculated at the rate of 0.3% of the annual turnover of Dialog.</p>	<p>Complied.</p> <p>Complied.</p>

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
8.1	DBN	Modification to the license issued in Item 8 above	LCS/SYS/MTT/1/95	August 16, 1999	May 7, 2015	Dialog is required to pay a cess in accordance with Section 22(G) of the SLTA No. 21 of 1991	Complied.
9	DBN	Licensed system consists of telecommunication systems which form a data network which will provide data delivery to and from locations that are connected to this network	LCS/SYS/MTT/Data/1/98	December 4, 1998	December 3, 2008	Dialog is required to pay a cess in accordance with Section 22(G) of the SLTA No. 21 of 1991	Complied.
10	DBN	License granted to operate an external gateway for international telecommunications	LCS/SYS/EGO/02/1/03	March 3, 2003	March 2, 2013	An initial license fee of USD50,000/- Dialog is required to pay a cess in accordance with Section 22(G) of the SLTA No. 21 of 1991	Complied. Complied.
11	DBN	Approval for the commencement of commercial operations in 450 MHz CDMA Band.	FX/0042C/05/UHF-05-001	November 10, 2005	Not applicable	Dialog is required to pay an initial fee and an annual fee stipulated in the Government Gazette Notification Dialog is required to vacate already assigned frequency slots in 3.5 GHz Band within 1 year from commencement of commercial operations in 450 MHz CDMA band.	Complied. Complied.
12	DBN	Approval for a frequency allocation for Point-to-Point Multipoint System.	FX/0019/SHF	July 1, 1998	Not applicable	Payment of relevant charges. Frequencies in the 3.5 GHz frequency band is to be used exclusively for data transmission	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
12.1	DBN	Approval for 3.5 GHz for Point-to-Multipoint Radio Access System at Bambalapitiya and Mulleriyawa for MTT Network	FX/0019/98/SHF	May 19, 1999	Not applicable	Dialog is required to pay an annual charge for the frequencies assigned Frequency assigned can only be used in Bambalapitiya and Mulleriyawa	Complied.
12.2	DBN	Frequency approval in 3.5 GHz frequency band	FX/0019/98/SHF_04_009	November 29, 2004	Not applicable	Existing frequency allocated in 3.5 GHz frequency band can now be used for 1.75 MHz channel spacing These assignments are subject to the payment of charges as stipulated in the Government Gazette.	Complied.
12.3	DBN	Withdrawal and replacement of spectrum in 3.5 GHz band from 3453.75/3553.75 MHz to 3443.25/3543.25 MHz	FX/0019/98/SHF_04_002	February 10, 2004	Not applicable	<ul style="list-style-type: none"> DBN to vacate 3453.75/3553.75 MHz DBN to operate in new frequency – 3443.25/3543.25 MHz Total frequency allocated remain at 7 x 3.5 MHz bandwidth in 3.5 GHz frequency band 	Complied.
12.4	DBN	Spectrum clearance in 3.5 GHz – a response to directive issued by TRC	Not stated	November 5, 2007	Not applicable	<ul style="list-style-type: none"> DBN will vacate 1 channel - 3443.25/3543.25 MHz on November 5, 2007, following a directive from TRC With the spectrum clearance, DBN now operates 6 x 3.5 MHz bandwidth in the 3.5 GHz frequency band. 	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	ENTITY	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF GRANT/RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
13	DBN	Approval of proposal to re-use 10.5 GHz spectrum in Colombo	FX/0019/98/SHF_06_019	July 17, 2006	Not applicable	<ul style="list-style-type: none"> A total of 10 x 3.5 MHz bandwidth in 10.5 GHz frequency band is being allocated to DBN The assignment is subject to the payments of charges as stipulated in the Government Gazette. 	Complied.
14	Dialog TV	License to establish a private television broadcasting station and a television broadcasting network including cable and day television transmission within Sri Lanka.	MIT/TVBL/02/2004	February 1, 2004	The license is temporary and is valid until the new license is issued	<ul style="list-style-type: none"> Dialog is empowered to provide programs (education, musical, sport and entertainment with a family content) in accordance with the standards and code of ethics of the SLRC. Dialog is required to abide with the conditions laid down by the approving and monitoring committee or other government authorities content. Dialog is required to advertise in accordance with the code of ethics adopted by the SLRC. 	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

LIST OF LICENSES AND AUTHORISATIONS HELD BY TMIB AS OF THE LATEST PRACTICABLE DATE

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1	License Agreement for establishing, operating and maintaining cellular mobile radio telephone services in Bangladesh	-	November 11, 1996	November 10, 2011	Restrictions on transfer of ownership, creation of interest against license	Complied.
1.1	Revalidation Order issued under Section 89 and 90 of the BTA	BTRC/Mobile/TMIB /2002-1225	October 11, 2004	November 10, 2011	Confirmation of earlier license	Complied.
1.2	Incorporation of new conditions in the operator license consequent and resulting from the Amendment to BTA	BTRC/LL/License (amendment) (226)/2006-1892(6)	March 12, 2006	November 10, 2011	Revenue sharing and license fees	Complied.
1.3	Amendment of operator license of TM International Bangladesh Ltd issued under Section 39 of BTA	BTRC/Mobile/TMIB /2002-1983	April 16, 2006	November 10, 2011	Exemption of royalty against handset	Complied.
2	Radio system operating license	WL_0001_CELL_SOI_0002	November 28, 1996	November 10, 2011	Permission to set up microwave stations	Complied.
3	Radio stations and equipment license	WL_0001_CELL_S.E_0002	November 28, 1996	November 27, 1997 and renewable annually	Permission to set up microwave stations	Complied.
4	Right of way for laying optical fiber cable network all over the country	BTRC/Chairman/T MIB/2005-3	January 6, 2005	Valid until further notice	Permission to lay optical fiber cable network not transferable	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
5	License for nationwide Internet Service Provider No. BTRC/N.W./ISP (23) TM International/(Dhaka) 2003-11	BTRC/N.W./ISP(23) /TM International/(Dhaka)/2003-11	November 20, 2003	November 19, 2008	Permission to provide internet through mobile phone only. Cannot offer fixed internet connectivity. To be renewed each year. To pay all other fees and charges as may be levied by the BTRC.	Complied.
5.1	Renewal of internet service provider license under Section 38 of BTA	BTRC/NW/ISP/R-376	November 25, 2007	November 19, 2008	As above	Complied.
6	Reallocation of nationwide access frequency in the GSM 900 MHz band	BTRC/SM/3-2/97pt-8/138-392	March 12, 2005	Renewable annually	Standard condition to comply with the direction of the BTRC	Complied.
7	Allocation of access frequency in the GSM 1800 MHz band	BTRC/SM/3-2/97pt-8/216-841	July 3, 2005	Renewable annually	Standard condition to comply with the direction of the BTRC	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

LIST OF LICENSES AND AUTHORISATIONS HELD BY TMIC AS OF THE LATEST PRACTICABLE DATE

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1	Contract for the Establishment of the Joint Venture Company of Cellular Telephone System in the State of Cambodia between MPTC and Casacom (now known as TMIC)	-	October 19, 1992	October 18, 2027	Duration: Limited to 10 years, can be extended Share Capital: USD4,000,000 (30%MPTC, 70% Casacom). Income sharing: MPTC 30%/Casacom 70%.	Complied.
1.1	First part of 2-part document being the Amendment of the Contract for the Establishment of the Joint Venture Company of Cellular Telephone System in Cambodia between the MPTC of Cambodia and Casacom	-	June 20, 1996	October 18, 2027	Objectives: The Joint Venture Company shall obtain all necessary licenses, permits and authorisations required under applicable law to install, operate and expand, the GSM and existing Nordic Mobile Telephone ("NMT") 900 cellular mobile telephony network throughout Cambodia. The Company will also market and sell commercial service of GSM system not earlier than 18 months but not later than 27 months after the earlier of the start of commercial service of CamGSM Co. Ltd or January 20, 1997. Duration: 35 years Share capital: USD8,000,000, 100% proprietary of and contributed by Casacom. Board of Directors: 7 members: 3 MPTC and 4 Casacom. Revenue sharing: The Joint Venture Company shall pay to MPTC 15% per annum of gross revenue. Dividend: MPTC 20%/Casacom 80%.	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1.2	<p>Second part of 2-part document being the Amendment of the Contract for the Establishment of the Joint Venture Company of Cellular Telephone System in Cambodia between the MPTC of Cambodia and Casacom</p> <p>License for the Provision and Operation of GSM Digital Cellular Mobile Telephony Services within Cambodia</p>	-	June 21, 1996	October 18, 2027	<p>Casacom shall have the right to install and operate base stations, cellular switch exchanges and any other facilities and equipment directly involved in the provision, development and operation of GSM mobile telecommunications services.</p> <p>Casacom will have the exclusive use of frequencies within the bands 890-915 MHz and 935 – 960 MHz to operate the network.</p> <p>Duration: 35 years from the original contract signing date: October 19, 1992.</p> <p>Extension: Prior to the end of the 35 year license period, Casacom can write to MPTC for an extension, if it so desires.</p> <p>Casacom may not assign, transfer or dispose of the license or the rights derived there from in favour of third parties without the prior approval of MPTC, with the exception of companies controlling or controlled by Casacom.</p> <p>Casacom may independently subcontract to other parties for the provision of services and/or equipment which may be provided by Casacom under the terms of this license.</p> <p>Under the expiration of the license or extension thereof, or in the event of early termination of the contract 100% of the fixed assets of the network shall be transferred to MPTC at no cost.</p>	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1.3	The Second Amendment to the First Part of 2 Part Document being the Amendment of the Contract for the Establishment of the Joint Venture Company of Cellular Telephone System in Cambodia made and entered on June 20, 1996 between the MPTC of Cambodia and Casacom	-	July 16, 2003	October 18, 2027	Revenue sharing: The Joint Venture Company shall pay MPTC the following percentage of gross revenue from the Joint Venture Company as follows: July 2003- June 2006: 7% per annum; from July 2006 onwards: 10% per annum.	Complied.
2	License for the Provision and Operation of Internet Services in Cambodia granted and issued by the MPTC of Cambodia to Casacom	-	July 1, 2003	October 18, 2027 (with possible extension)	Casacom is authorised to provide internet services in Cambodia. Casacom shall abide by the MPTC regulations on the prohibition of use of International VoIP. The share of gross revenue payable to the MPTC shall be 20%. MPTC may terminate the license upon 90 days written notice to Casacom if Casacom has committed material breach of the license and if such breach has not been remedied by Casacom within 90 days of receiving a notice to remedy from MPTC.	Complied.
2.1	Amendment to the License for the Provision and Operation of Internet Services in Cambodia granted and issued by the MPTC of Cambodia to Casacom	-	September 6, 2005	October 18, 2027	Revenue sharing: The share of the gross revenue payable to the MPTC shall be 10%, payable quarterly in arrears, no longer than sixty days after the end of each quarter.	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
3	License for the Provision and Operation of VoIP in Cambodia	-	August 23, 2006	August 12, 2041	<p>Casacom shall not assign, transfer or dispose of the license with the exception of companies controlling or controlled by Casacom.</p> <p>License fee: Casacom shall pay to the MPTC a certain percentage of the gross revenue derived from the operation of the VoIP services as license fees as follows: first 5 years: (2%); following 5 years: (4%); and 1th year and onwards: (6%).</p> <p>The licensee may request approval to transfer the license to a third party (including without limitation a related company) which is financially and technically competent.</p> <p>The holder of the license shall not transfer all or any part of this license to another party without prior written permission from the MPTC.</p>	Complied.
4.1	Reallocation of GSM Radio Frequency from NMT 900 to GSM 900 (letter from MPTC to Casacom)	MPTC Ref No. 190	February 4, 2004	Not specified	<p>Reminder of the frequency allocation.</p> <p>Request to complete the migration of the existing NMT subscribers to the GSM system, in order to reassign the NMT system for the expansion of the GSM operations.</p>	Complied.
4.2	Reduction of 3.2 MHz frequency from the 900 MHz bandwidth dated November 12, 2007	MPTC Ref No. 2886	November 12, 2007	None	<p>3.2 MHz – 12.5 MHz is reserved for the Ministry of Defence.</p> <p>Band GSM 900 MHz is kept for TMIC:</p> <p>Uplink: 905.7 – 915 MHz</p> <p>Downlink: 950.7 –960 MHz</p>	Complied.

ANNEX B – KEY LICENSES AND PERMITS (cont'd)

NO.	DESCRIPTION OF LICENSES	REFERENCE NO.	DATE OF LICENSE	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
5	Letter of approval from MPTC on Frequency Spectrum Reservation for 3G System	1591	September 4, 2003	None	MPTC agrees to reserve 15 MHz as available bandwidth of each uplink and downlink for TMIC's third generation wireless technology as follows: Uplink: 1922.5 – 1937.5 MHz Downlink: 2112.5MHz – 2127.5MHz	Complied.
5.1	Request for new arrangements of GSM frequencies for GSM 1800 MHz mobile phone and 3G mobile phone (reduction of 3G spectrum), letter from the Council of Minister to the MPTC	Letter No. 1823 dated 24 November 2006 of MPTC	November 27, 2006	Not applicable	Revision and sharing of GSM 1800 and 3G frequency. Reduction of 3G spectrum to 2 x 10 MHz (incoming 1920-1930 MHz; outgoing 2110 MHz-2120 MHz).	Complied.
6	Request for the approval of 2.4 GHz frequency spectrum for Wireless Broadband Access, letter from Casacom to the MPTC.	No. CSC-b-076/2003	December 8, 2003	Not specified	Request was approved by the Minister of MPTC.	Complied.
7	Letter of approval from MPTC on Frequency Spectrum Reservation for Data Link in 5.3 GHz	No. 2656 MPTC	October 19, 2007	Not applicable	Request for frequency data link, dated September 23, 2007, was approved by the Minister of MPTC.	Complied.