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Hutchison Whampoa Limited

(incorporated in Hong Kong with limited liability)

(Stock Code: 13)

OVERSEAS REGULATORY ANNOUNCEMENT

Please refer to the attached Form 20-F which was filed with the U.S. Securities and Exchange Commission on 27 May 2009 by Hutchison Telecommunications International Limited, a non-wholly owned subsidiary of the Company.

As at the date of the announcement, the Directors of Hutchison Whampoa Limited are:

Executive Directors:

Mr LI Ka-shing (*Chairman*)
Mr LI Tzar Kuoi, Victor (*Deputy Chairman*)
Mr FOK Kin-ning, Canning
Mrs CHOW WOO Mo Fong, Susan
Mr Frank John SIXT
Mr LAI Kai Ming, Dominic
Mr KAM Hing Lam

Non-executive Directors:

Mr George Colin MAGNUS
Mr William SHURNIAK

Independent Non-executive Directors:

The Hon Sir Michael David KADOORIE
Mr Holger KLUGE
Mrs Margaret LEUNG KO May Yee
Mr William Elkin MOCATTA
*(Alternate to The Hon Sir Michael
David Kadoorie)*
Mr WONG Chung Hin

Hong Kong, 27 May 2009

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2008

OR

TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report:
For the transition period from to

Commission file number: 001-32309

**HUTCHISON TELECOMMUNICATIONS
INTERNATIONAL LIMITED**

和記電訊國際有限公司

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

CAYMAN ISLANDS

(Jurisdiction of incorporation or organization)

**20/F, Hutchison Telecom Tower
99 Cheung Fai Road
Tsing Yi
Hong Kong**

(Address of principal executive offices)

Edith Shih

Hutchison Telecommunications International Limited
22nd Floor, Hutchison House
10 Harcourt Road
Hong Kong
Telephone: 852 2128 1188
Facsimile: 852 2128 1178

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

| <u>Title of each class</u> | <u>Name of each exchange on which registered</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| American Depositary Shares, each representing 15 Ordinary Shares of nominal value HK\$0.25 each; and Ordinary Shares, nominal value HK\$0.25 each | New York Stock Exchange The Stock Exchange of Hong Kong Limited New York Stock Exchange* |

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

Ordinary Shares, nominal value HK\$0.25 each 4,814,346,208

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act of 1934. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statement included in this filing:

U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

* Not for trading, but only in connection with the registration of the American Depositary Shares

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PRESENTATION OF FINANCIAL AND OTHER INFORMATION

In this annual report on Form 20-F, references to “our company,” “we,” “us,” “our” and similar terms refer to Hutchison Telecommunications International Limited and, unless the context otherwise requires, to its past and present subsidiaries and associated companies (which includes jointly-controlled entities).

Unless indicated otherwise, the financial information in this annual report has been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, or IFRS, and is presented in Hong Kong dollars. IFRS differs in some material respects from United States generally accepted accounting principles, or US GAAP.

- references to “Ghanaian Cedi” or “GHC” are to the currency of Ghana;
- references to “Hong Kong dollars” or “HK\$” are to the currency of Hong Kong;
- references to “Indonesian Rupiah” or “IDR” are to the currency of Indonesia;
- references to “New Israeli Shekel” or “NIS” are to the currency of Israel;
- references to “Sri Lankan Rupee” or “LKR” are to the currency of Sri Lanka;
- references to “Thai Baht” or “THB” are to the currency of Thailand;
- references to “U.S. dollars,” “USD” or “US\$” are to United States dollars; and
- references to “Vietnamese Dong” or “VND” are to the currency of Vietnam.

Discrepancies between totals and the sums of the amounts contained in any table may be as a result of rounding.

For your convenience, this annual report contains translations of certain Hong Kong dollar amounts into U.S. dollars at the rate of HK\$7.7499 = US\$1.00, which was the rate in effect on December 31, 2008. In addition, this annual report contains translations of New Israeli Shekel, Indonesian Rupiah, Thai Baht, Vietnamese Dong, Sri Lankan Rupee and Ghanaian Cedi into Hong Kong dollars at the rates of NIS 1.00 = HK\$2.05, IDR1.00 = HK\$0.0007, THB1.00 = HK\$0.2241, VND1.00 = HK\$0.00046, LKR1.00 = HK\$0.0692 and GHC1.00 = HK\$0.00063, respectively. This does not mean that the currencies have been or could be converted at any of these rates.

FORWARD-LOOKING STATEMENTS

The Securities and Exchange Commission, or the SEC, encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act.

We use words such as "will," "aim," "will likely result," "will continue," "contemplate," "seek to," "future," "objective," "goal," "should," "will pursue," "anticipate," "estimate," "expect," "project," "intend," "plan," "believe" and words and terms of similar substance to identify forward-looking statements, but they are not the only way we identify such statements. All forward-looking statements are management's present expectations of future events and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. In addition to the risks related to our business discussed under "Item 3. Key Information – Risk Factors," other factors could cause actual results to differ materially from those described in the forward-looking statements. These factors include, but are not limited to:

- our ability to successfully implement our business strategy;
- the impact of existing and new competitors in the markets in which we compete, including competitors that may offer less expensive products and services, more desirable or innovative products or technological substitutes, or have more extensive resources or better financing;
- the effects of rapid technological changes and vigorous competition in the markets in which we operate, which may cause prices charged to decline, increase movement of customers among providers of mobile telecommunications services, known as churn, or change our customer mix, profitability or average revenue per user;
- the risks associated with the implementation of new networks, including risks relating to the operation of new systems and technologies, substantial expenditures required and potential unanticipated costs, uncertainties regarding the adequacy of suppliers on whom we must rely to provide both network and consumer equipment and consumer acceptance of the products and services to be offered;
- uncertainties about the degree of growth in the number of consumers in the markets in which we operate using mobile personal communications services and the growth in the population in those areas;
- other factors or trends affecting the telecommunications industry generally and our financial condition in particular; and
- the effects of the higher degree of regulation in the markets in which we operate.

By their nature, certain disclosures relating to these and other risks are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains, losses or the impact on our financial condition and results of operations could differ materially from those that have been estimated.

In addition, other factors that could cause actual results to differ materially from those estimated by the forward-looking statements contained in this annual report which are beyond our control include, but are not limited to:

- general social, economic and political conditions in the countries in which we operate or other countries which have an impact on our business activities or investments;
- interest rates;
- the monetary and interest rate policies of the countries in which we operate;
- inflation or deflation;

- foreign exchange rates;
- the performance of the financial markets in the countries in which we operate and globally;
- changes in domestic and foreign laws, regulations and taxes;
- changes in competition and the pricing environments in the countries in which we operate; and
- regional or general changes in asset valuations.

For further discussion of the factors that could cause actual results to differ, see the discussion under “Item 3. Key Information – Risk Factors” contained in this annual report on Form 20-F. We caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this annual report. Except as required by law, we are not under any obligation, and expressly disclaim any obligation, to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise.

All subsequent forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. Summary Consolidated Financial Data

The following tables set forth summary consolidated financial data about our company. We have derived the summary consolidated financial data as at December 31, 2007 and 2008 and for the years ended December 31, 2006, 2007 and 2008 from our audited financial statements included in this annual report on Form 20-F. The summary consolidated financial data should be read in conjunction with, and is qualified in its entirety by reference to, these financial statements, including the related notes. These financial statements have been audited by PricewaterhouseCoopers, Hong Kong, independent registered public accounting firm.

Our financial statements were prepared in accordance with IFRS.

You should read the following summary consolidated financial data in conjunction with the rest of this annual report, including our financial statements and the related notes and the more detailed information contained in “Item 5. Operating and Financial Review and Prospects.” For a description of the basis of presentation of these financial statements, see note 2 to our financial statements in “Item 18. Financial Statements” and “Item 5. Operating and Financial Review and Prospects—Basis of Preparation of Financial Statements.”

| | Year ended December 31, | | | |
|---------------------------------------------------------------------------------------------------------|-------------------------|----------------|--------------|--------------|
| | 2006 HK\$ | 2007 HK\$ | 2008 HK\$ | 2008 US\$ |
| (in millions, except per share data) | | | | |
| Consolidated income statement: | | | | |
| Continuing operations: | | | | |
| Turnover | 17,923 | 20,401 | 23,725 | 3,061 |
| Cost of inventories sold | (2,164) | (2,671) | (2,785) | (359) |
| Staff costs | (1,897) | (2,295) | (2,511) | (324) |
| Depreciation and amortization | (3,804) | (4,226) | (4,531) | (585) |
| Other operating expenses | (8,685) | (10,182) | (12,291) | (1,586) |
| Impairment charge for Thailand segment | — | (3,854) | — | — |
| Profit on disposal of investments and others, net | 44 | 8 | 2,453 | 317 |
| Operating profit/(loss) | 1,417 | (2,819) | 4,060 | 524 |
| Interest income | 66 | 1,619 | 1,074 | 139 |
| Interest and other finance costs | (1,652) | (1,335) | (1,330) | (172) |
| Share of results of associates | (1) | — | — | — |
| Share of results of jointly-controlled entities | — | — | (11) | (1) |
| (Loss)/Profit before taxation | (170) | (2,535) | 3,793 | 490 |
| Taxation | (653) | (191) | (874) | (113) |
| (Loss)/Profit for the year from continuing operations | (823) | (2,726) | 2,919 | 377 |
| Discontinued operations: | | | | |
| Profit from discontinued operations ⁽¹⁾ | 2,399 | 70,502 | — | — |
| Profit for the year | 1,576 | 67,776 | 2,919 | 377 |
| Attributable to: | | | | |
| Equity holders of the Company: | | | | |
| - continuing operations | (1,191) | (3,147) | 1,883 | 243 |
| - discontinued operations | 1,392 | 70,031 | — | — |
| Total profit attributable to equity holders of the Company | 201 | 66,884 | 1,883 | 243 |
| Minority interest: | | | | |
| - continuing operations | 368 | 421 | 1,036 | 134 |
| - discontinued operations | 1,007 | 471 | — | — |
| Total profit attributable to minority interest | 1,375 | 892 | 1,036 | 134 |
| Profit for the year | 1,576 | 67,776 | 2,919 | 377 |
| Dividends | | | | |
| Special cash dividend | — | 32,234 | 33,700 | 4,348 |
| Conditional interim dividend in specie ⁽²⁾ | — | — | 10,061 | 1,298 |
| Basic and diluted (loss) / earnings per share from continuing operations attributable to equity holders | (0.25) | (0.66) | 0.39 | 0.05 |
| Basic and diluted earnings per share attributable to equity holders | 0.04 | 14.01 | 0.39 | 0.05 |

(1) The HK\$70,502 million profit from discontinued operations for the year ended December 31, 2007 was a result of the disposal of our entire interest in CGP Investments (Holdings) Limited.

(2) Details of the conditional interim dividend in specie are set out in note 14(b) to our financial statements in "Item 18. Financial Statements."

Consolidated balance sheet

| | As at December 31, | | |
|-------------------------------------|--------------------|---------------|--------------|
| | 2007 | 2008 | |
| | HK\$ | HK\$ | US\$ |
| | (in millions) | | |
| Assets | | | |
| Cash and cash equivalents | 36,611 | 2,525 | 326 |
| Other current assets | 5,242 | 5,583 | 720 |
| Total current assets | 41,853 | 8,108 | 1,046 |
| Assets held for sale | — | 174 | 22 |
| Total non-current assets | 34,570 | 35,493 | 4,580 |
| Total assets | 76,423 | 43,775 | 5,648 |
| Liabilities | | | |
| Current borrowings | 5,083 | 7,652 | 987 |
| Other current liabilities | 8,132 | 8,131 | 1,049 |
| Total current liabilities | 13,215 | 15,783 | 2,036 |
| Non-current borrowings | 5,937 | 3,348 | 432 |
| Deferred tax liabilities | 584 | 457 | 59 |
| Other non-current liabilities | 2,551 | 2,458 | 317 |
| Total non-current liabilities | 9,072 | 6,263 | 808 |
| Total liabilities | 22,287 | 22,046 | 2,844 |
| Capital and reserves | | | |
| Share capital | 1,195 | 1,204 | 155 |
| Reserves | 50,089 | 17,909 | 2,311 |
| Shareholders' equity | 51,284 | 19,113 | 2,466 |
| Minority interest | 2,852 | 2,616 | 338 |
| Total equity | 54,136 | 21,729 | 2,804 |
| Total liabilities and equity | 76,423 | 43,775 | 5,648 |

Exchange Rate Information

On May 8, 2009, the exchange rate between the Hong Kong dollar and the U.S. dollar (in HK\$ per US\$) was HK\$7.7500 per US\$1.00. The following table sets out the high and low exchange rates in effect for each of the months indicated:

| Month | Exchange Rates | |
|--------------------------|-----------------------------|--------|
| | High (HK\$ per US\$1.00) | Low |
| November 2008 | 7.7560 | 7.7497 |
| December 2008 | 7.7522 | 7.7497 |
| January 2009 | 7.7618 | 7.7504 |
| February 2009 | 7.7551 | 7.7511 |
| March 2009 | 7.7593 | 7.7497 |
| April 2009 | 7.7508 | 7.7495 |
| May 2009 (through May 8) | 7.7500 | 7.7500 |

The following table sets forth the average exchange rates calculated by using the average of the exchange rates on the last day of each month for each of the years indicated:

| Year ended December 31, | Average Exchange Rate |
|-------------------------|--------------------------|
| | (HK\$ per US\$1.00) |
| 2004 | 7.7899 |
| 2005 | 7.7755 |
| 2006 | 7.7685 |
| 2007 | 7.8008 |
| 2008 | 7.7814 |

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Risks Relating to Our Business

We face significant competition in our markets, which could affect current and potential customers, revenues and profitability

We face significant competition in our markets. In particular, we expect competition among providers of mobile telecommunications services, including new entrants (such as mobile virtual network operators, or MVNOs, which are providers of mobile telecommunications services that do not own their own allocation of radio frequency spectrum), to continue to drive prices lower for services and handsets (which we subsidize in some markets). In addition, number portability requirements, which enable customers to switch their providers of mobile telecommunications services without changing their mobile phone numbers, have been introduced in some of the markets in which we operate, including our largest market, Israel, and may be introduced in other markets in the future. These developments could lead to greater movement of customers among providers of mobile telecommunications services, known as churn, which could increase our marketing, distribution and administrative costs, slow growth in the number of our customers and reduce our revenues.

Our market position will also depend on effective marketing initiatives and our ability to anticipate and respond to various competitive factors affecting the industry, including new services, pricing strategies by competitors and changes in consumer preferences and economic, political and social conditions in the countries in which we operate. Any failure by us to compete

effectively, including in terms of pricing of services, anticipating and developing new technologies and services, acquisition of new customers and retention of existing customers, could have a material adverse effect on our business, financial condition and results of operations.

Our Israel operations account for a high percentage of our total turnover, operating profits and customers

Following the spin-off of Hutchison Telecommunications Hong Kong Holdings Limited, or HTHKH, in May 2009, our Israel operations account for a high percentage of our turnover, operating profits and customers. For the year ended December 31, 2008, our Israel operations represented, excluding Hong Kong and Macau operations, approximately 88.4% of our total turnover and 90.5% of our total operating profit. Our Israel operations accounted for approximately 31.0% of our total customers, excluding Hong Kong and Macau operations, as at December 31, 2008. Changes in demand, economic and political developments, regulatory changes and operational difficulties in the Israel market will have a significantly greater effect on our results than when our results included HTHKH, which held our Hong Kong and Macau operations. If our turnover and operating profits from the Israel market declines or we are not able to generate a comparable amount of turnover and operating profits from our other market areas, our business, financial condition and results of operations may be materially and adversely affected.

In addition, fluctuations in the exchange rate between New Israeli Shekels and Hong Kong dollars may have a material adverse effect on our results of operations and financial condition, after translation into Hong Kong dollars, that is disproportionate to the actual change in operating performance of our Israel operations.

Our Indonesia, Vietnam, Sri Lanka and Thailand operations have a significantly greater effect on our business, financial condition and results of operations

Our Indonesia, Vietnam, Sri Lanka and Thailand operations have a significantly greater effect, following the spin-off of HTHKH in May 2009, on our business, financial condition and results of operations. Each of our Indonesia, Vietnam, Sri Lanka and Thailand operations has incurred operating losses in 2007 or 2008. For the year ended December 31, 2008, operating loss from our Indonesia, Vietnam and Sri Lanka operations was HK\$1,342 million (US\$173.2 million), HK\$520 million (US\$67.1 million) and HK\$7 million (US\$0.9 million), respectively. For the year ended December 31, 2007, operating loss from our Indonesia, Vietnam and Thailand operations was HK\$626 million, HK\$279 million and HK\$4,462 million (after impairment charge), respectively. There can be no assurance that the operating results from these markets will improve, which will have a greater effect on our results of operations than when our results included HTHKH.

We may have financial exposure as a result of warranty, indemnity or other obligations assumed in connection with the sale of CGP Investments (Holdings) Limited, or CGP Investments Holdings, and may also be subject to Indian taxes payable in relation to this sale

We may be subject to claims or have to make payments as a result of warranty, indemnity or other obligations assumed in connection with the sale of interests relating to CGP Investments Holdings to a subsidiary of Vodafone Group Plc, or Vodafone, in May 2007.

In addition, the Indian tax authorities may consider the gain arising from this sale to be taxable in India. The Indian tax authorities have initiated an investigation into Vodafone's obligations to withhold tax from the acquisition proceeds. Vodafone disputed the jurisdiction of the Indian tax authorities in this matter. The Indian Supreme Court ruled, in proceedings initiated by Vodafone, that the question of jurisdiction should be determined by the Indian tax authorities in the first instance, and in the event the authorities make a determination against Vodafone, it may appeal to the Indian High Court.

We have received legal advice and believe that the sale is not taxable in India, and therefore, no Indian tax is payable by us. Accordingly, we have not provided for any claims or Indian tax liabilities in connection with the sale. However, there can be no assurance what the final outcome will be. If we eventually make any such payments or suffer any Indian tax on this sale, it may have a material adverse effect on our financial position and results of operations.

We may not realize the benefits we expect from our capital expenditures, which may materially and adversely impact our business

We have made significant capital expenditures on our network infrastructure and information technology systems to provide the services we offer. Our capital expenditures in 2008 were HK\$5,148 million (US\$664.3 million), compared to HK\$5,436 million in 2007, comprised mainly of expenditures on telecommunications and network equipment. In order to continue to develop our business and offer new services, we intend to continue to invest in networks in new service areas as well as new technologies, which we expect will result in substantial capital expenditures. Our estimated capital expenditure for 2009, excluding Hong Kong and Macau operations, is approximately HK\$7 billion (US\$0.9 billion), the majority of which we expect to be used for network build-out in our operations in Indonesia and Vietnam.

We may not be successful in marketing these new services to consumers, thus impairing the return from our expenditures. We cannot assure you that services enabled by new technologies we implement will generate an acceptable rate of return. In addition, we face the risk of unforeseen complications in the deployment of new service areas and new technologies, and we cannot assure you that our estimate of the necessary capital expenditures will not be exceeded. If we do not realize the anticipated benefits of our capital expenditures, or if our required expenditures exceed our estimates, our business, financial condition and results of operations could be materially and adversely affected.

We require substantial amounts of capital for our business operations and we currently rely on a credit facility provided by a subsidiary of Hutchison Whampoa Limited, or Hutchison Whampoa, to provide us with financing

We require substantial amounts of capital to build, maintain and operate our telecommunications networks. We also require substantial amounts of capital to market and distribute our services and products, to develop new services and products, to develop and implement new mobile telecommunications technologies and, potentially, to acquire and invest in other telecommunications companies and spectrum rights. We anticipate that our capital expenditures in 2009, excluding Hong Kong and Macau operations, will be approximately HK\$7 billion (US\$0.9 billion), the majority of which we expect to be used for network build-out in our operations in Indonesia and Vietnam. To the extent our expenditures exceed our cash resources, we will be required to seek additional debt or equity financing.

We currently rely on a credit facility provided by a subsidiary of Hutchison Whampoa to provide us with financing. Pursuant to a facility agreement dated November 25, 2008 and amended and restated on April 17, 2009, or the Amended and Restated Facility Agreement, a subsidiary of Hutchison Whampoa agreed to make available to us a senior secured term loan/revolving credit facility of a maximum aggregate amount of US\$1,790 million (approximately HK\$13,872.5 million), subject to the terms of the Amended and Restated Facility Agreement. In May 2009, an aggregate amount of US\$290 million was advanced to our company. We refer you to “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related Party Transactions with the Hutchison Whampoa group – Credit Facility” for more information. Although we are not obliged to draw additional funds from this facility and may choose not to utilize it if financing on better terms can be obtained from other sources, other sources of debt or equity financing may not be available to us on commercially acceptable terms, or at all, and this facility may be our only source of financing. Our ability to obtain financing from other sources will depend on a number of factors, including:

- our future financial condition, results of operations and cash flows;
- general market conditions for financing activities by mobile telecommunications companies; and
- economic, political and other conditions affecting the markets where we operate.

There can be no assurance that we will be able to obtain additional debt or equity financing on commercially acceptable terms, or at all. Even if we are able to obtain additional financing, there can be no assurance that any proceeds we receive from additional debt or equity financing will satisfy our capital needs. We may require additional capital to address unanticipated expenses. The unavailability of adequate financing on commercially acceptable terms could have a material adverse effect on our business, financial condition and results of operations.

Our major shareholder may take actions that are not in, or may conflict with, our other shareholders' best interests. In addition, if our major shareholder's equity interest falls below certain specified thresholds, certain adverse events may occur

Our largest shareholder is Hutchison Whampoa, which as at May 8, 2009 held approximately 60.4% of our shares through its wholly-owned subsidiaries, which gives it the ability to control actions that require majority shareholders' approval. In addition, Cheung Kong (Holdings) Limited, or Cheung Kong Holdings, which as at the same date held 49.97% of Hutchison Whampoa through its wholly-owned subsidiaries, held 1.1% of our shares through its wholly-owned subsidiaries. Also, as at the same date, Mr. Li Ka-shing, Chairman of Hutchison Whampoa, held 5.5% of our shares through companies wholly-owned by him. Cheung Kong Holdings has, pursuant to Rule 13d-4 under the Exchange Act, expressly disclaimed beneficial ownership of those of our shares held by Hutchison Whampoa.

If the interests of our major shareholder conflict with the interests of our other shareholders, or if our major shareholder chooses to cause our business to pursue strategic objectives that conflict with the interests of our other shareholders, those other shareholders could be disadvantaged by the actions that Hutchison Whampoa chooses to pursue. Hutchison Whampoa is not obligated to exercise its rights as a shareholder in our best interests or in the best interests of our minority shareholders.

Furthermore, certain adverse events may occur if Hutchison Whampoa's equity interest in our company falls below specified thresholds, which is an event that would be beyond our control. For example, certain of our financing and license agreements may be terminated if Hutchison Whampoa's equity interest falls below specified levels. We cannot assure you that alternative arrangements will be available on commercially acceptable terms or at all. If Hutchison Whampoa's equity interest were to fall below levels specified in certain of our financing and licensing agreements, our business, financial condition and results of operations could be materially and adversely affected.

Any decline in the earnings of our operating companies or restrictions on our ability to convert or transfer currencies from the countries in which our operating companies are located could materially and adversely affect our business, financial condition and results of operations

We currently conduct all our operations through our operating companies. Our sources of cash flows include interest income, dividends paid and shareholder loans repaid to us by our operating companies. The ability of our operating companies to generate earnings is important to our business. If earnings from our operating companies were to decline or if our operating companies were unable to repay the interest and principal amounts on their shareholder loans, our financial condition and results of operations could be materially and adversely affected.

In addition, disruptions to international foreign exchange markets may restrict our ability to transfer or to convert currencies from the countries in which our operating companies are located into Hong Kong dollars and other currencies. Furthermore, the governments of certain countries in which we operate have instituted, and other countries may in the future institute, restrictive exchange rate policies that limit or restrict our ability to convert currencies into their respective currencies or to convert their respective currencies into other currencies or to transfer other currencies out of their jurisdictions. These restrictions on currency conversion and transfer are beyond our control and we cannot assure you that these restrictions would not have a material adverse effect on our business, financial condition and results of operations.

Our current liabilities exceed, and will continue to exceed, our current assets, which may constrain our operational flexibility

Our current liabilities exceed, and will continue to exceed, our current assets. We had net current liabilities of HK\$17,268 million and HK\$7,675 million (US\$990.3 million) as of December 31, 2006 and 2008, respectively, and net current assets of HK\$28,638 million as of December 31, 2007. A high level of net current liabilities could constrain our operational flexibility as well as adversely affect our ability to expand our business.

We do not own all of the intellectual property rights necessary to operate our business, and if any of these intellectual property rights become unavailable to us, we could face disruptions in our operations

We do not own all of the intellectual property rights in the brand names that we use to market our services. We have arrangements with the Hutchison Whampoa group pursuant to which we have rights to use “3,” “Hutch” and “Hutchison Telecom” and other trademarks that include the word “Hutchison” or derivations thereof royalty-free until the relevant change of control provisions as agreed between the relevant members of our group and the Hutchison Whampoa group are triggered. We use the “3” brand in Indonesia, and the “Hutch” brand in Thailand and Sri Lanka. We also have been granted licenses to use certain trademarks from non-Hutchison Whampoa entities, notably the “orangeTM” brand, which we license from a subsidiary of Orange SA. We use the “orangeTM” brand for our mobile telecommunications operations in Israel. In addition, the “Vietnamobile” trademark, under which our Vietnam operations have launched its GSM services in April 2009, is owned by Hanoi Telecommunications Joint Stock Company, or Hanoi Telecom, our partner in Vietnam.

Hutchison Whampoa has the right to terminate its brand license agreements with our operating companies if its indirect interest in those licensee operating companies falls below specified thresholds. If these ownership thresholds are breached, which is an event that would be beyond our control, or if we breach the terms of our licenses with non-Hutchison Whampoa entities, we may have to renegotiate the terms of these trademark arrangements and/or pay royalties for the use of the relevant trademarks and domain names, or could lose the use of such trademarks and domain names altogether. We cannot assure you that the fees and terms of use will be commercially acceptable to us if we have to renegotiate these arrangements or if we have to enter into alternate arrangements with third parties. If any of the brands under which we operate become unavailable to us, we could face a loss of brand recognition in the markets in which we operate, as well as disruptions in our operations while new, alternate licensing arrangements are secured. As a consequence, our business, financial condition and results of operations could be materially and adversely affected due to the importance of the trademarks and domain names to the branding of our business operations.

We may face risks associated with acquisitions, investments, strategic partnerships or other ventures

We may be presented with opportunities in telecommunications markets that we believe can create long-term value for our shareholders. Suitable acquisition, investment or strategic partnership candidates may or may not arise. If such opportunities arise, we may incur indebtedness to pay for any acquisition or investment. Such acquisitions and investments involve other risks, such as:

- the diversion of our management’s attention and other resources from other business concerns;
- expenses, delays and difficulties in assimilating and integrating the operations, technologies, products and personnel of the acquired company;
- not realizing the anticipated benefits of any acquisition or investment;
- adversely affecting our financial condition due to the timing of the acquisition or investment; and
- potentially acquiring undisclosed or underestimated liabilities.

If any of these risks are realized, our business, financial condition and results of operations could be materially and adversely affected.

In addition, we may acquire investments denominated in currencies other than the U.S. dollar. A change in foreign currency exchange rates relative to the U.S. dollar may have an adverse impact on returns on any of these non-U.S. dollar denominated investments. Although we may choose to hedge our foreign currency risk, we may not be able to do so successfully and may incur losses on these investments as a result of exchange rate fluctuations. Investments in foreign countries also subject us to risks of multiple and conflicting laws and regulations and political and economic instability abroad, which could adversely affect our return on these investments.

We cannot assure you that we will make any dividend payments in the future

We cannot assure you that we will make any dividend payments in the future. We paid a special cash dividend on December 2, 2008, which was discretionary, and our board of directors did not recommend a final dividend for the year ended December 31, 2008. We refer you to “Item 8. Financial Information – A. Consolidated Statements and Other Financial Information – Dividend Distributions” and “Item 10. Additional Information – Memorandum and Articles of Association – Dividends” for more information. We also completed the payment of an interim dividend which was satisfied by way of a distribution in specie of the entire share capital of HTHKH on May 7, 2009, which was discretionary. We refer you to “Item 4. Information on the Company – C. History and Development of the Company – The Spin-off” for more information.

Any asset impairment could materially and adversely affect our financial condition and results of operations

We have non-current assets such as property, plant and equipment, other intangible assets, goodwill and investments in associates (which includes jointly-controlled entities), and we are required to review these assets for impairment at least annually or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The recoverable amount of an asset is the greater of its fair value less costs to sell and its value-in-use. If the value of an asset as reflected in our balance sheet is higher than its recoverable amount, we must recognize an asset impairment charge in our income statement. We have recognized impairment charges in the past and cannot assure you that we will not recognize impairment charges in future years, which may materially and adversely affect our results of operations.

The recoverable amount of an asset depends on the prevailing market conditions at the time of the review, the nature of the asset, its fair value and estimated future cash flows that are expected to be derived from the asset. The discount rate used in this review reflects our current assessment of the time value of money and the risks specific to the asset. As at December 31, 2008, our non-current assets and assets held for sale that are subject to asset impairment review amounted to approximately HK\$35.3 billion (US\$4.6 billion), representing 80.6% of our total assets. If we make additional acquisitions, it is likely that we will record additional assets on our books that would be subject to impairment review. Any reduction in the recoverable amount of an asset below its carrying value, whether due to a weak economic environment, challenging market conditions, asset or portfolio sale decisions by management or some other condition or occurrence, could be charged to the income statement and could thus materially and adversely affect our results of operations and shareholders’ equity in the period in which the impairment occurs.

We may be required to change our accounting treatment of certain sale and leaseback transactions in Indonesia

As part of its periodic review of our filings, the staff of the Division of Corporation Finance of the SEC sent us comments in August 2008 regarding our annual report on Form 20-F for the year ended December 31, 2007. One comment that remains unresolved relates to the accounting treatment of sale and leaseback transactions for base station tower sites entered into by our Indonesia subsidiary, PT. Hutchison CP Telecommunications, or HCPT, and PT. Profesional Telekomunikasi Indonesia, or Protelindo, in 2008. These transactions were disclosed as a subsequent event in our financial statements for the year ended December 31, 2007, and details of the transactions and the applicable accounting treatment are described in note 10(b) to our financial statements for the year ended December 31, 2008. We refer you to “Item 4. Information on the Company – A. Business Overview – Operating companies review – Indonesia – Spectrum and mobile communication networks” for more information about these transactions.

During the year ended December 31, 2008, the sale of two tranches comprising 2,248 sites was completed and we recognized a gain of US\$182.2 million (HK\$1,421 million) and operating lease expenses of HK\$128 million (US\$16.5 million). Although we believe the accounting treatment adopted is appropriate and are continuing to engage with and provide further requested information to the SEC, we cannot predict the outcome of the SEC’s review and there is a risk that an adjustment to our financial statements may be required in order to account for the sale and leaseback transactions as a finance lease.

If we are required to account for the sale and leaseback transactions as a finance lease, we would not recognize a gain from the sale of the base station tower sites or an operating lease expense. Instead, we would be required to recognize the leased assets and the

related finance lease obligations on our balance sheet and to recognize depreciation expense on the leased assets and an interest element of the lease payments as interest expense. Any gain or loss on a sale and finance leaseback transaction would be deferred and amortized over the term of the lease.

We may be classified as a passive foreign investment company, or PFIC, for U.S. federal income tax purposes and U.S. holders of our shares may be subject to special rules regarding taxation because of our PFIC status

A non-U.S. corporation is classified as a PFIC if: (i) 75 percent or more of its gross income (including its pro rata share of gross income of any corporation of which it is considered to own 25 percent or more of the shares by value) in a taxable year is passive income, or (ii) 50 percent or more of its assets by value (including its pro rata interest in the assets of any company of which it is considered to own 25 percent or more of the shares by value) produce, or are held for the production of, passive income. We had large amounts of cash and other passive assets until December 2008 as a result of our disposition in 2007 of CGP Investments Holdings to Vodafone. However, based on our audited financial statements and relevant market and shareholder data, we do not believe we were a PFIC for 2008.

The determination of PFIC status is made on an annual basis, and will depend on, among other factors, how we use the cash balance, when such use of the cash balance occurs, and, if necessary, the availability of a special relief provision under Section 1298 (b)(3) of the US Internal Revenue Code of 1986, or the Code, for companies that temporarily hold substantial passive assets as a result of the disposition of an active trade or business, also known as the change of business exception.

To qualify for the change of business exception, we would need to satisfy the following conditions: (i) we have never previously been a PFIC; (ii) “substantially all” of the passive income for the year is attributable to proceeds from the disposition of one or more “active trades or businesses,” as these terms are used and interpreted under the Code; and (iii) we are not a PFIC for either of the next two taxable years. We have received a ruling from the U.S. Internal Revenue Service, or IRS, confirming that our disposition of CGP Investments Holdings to Vodafone qualifies as the disposition of one or more “active trade or businesses” within the meaning of the change of business exception. Notwithstanding our receipt of the ruling letter, in order to qualify for the change of business exception in 2008, we would need to satisfy the three conditions listed above. Based on current expectations regarding the value and nature of its assets, the sources and nature of its income (taking into account the spin-off of HTHKH), and relevant market and shareholder data, we do not anticipate becoming a PFIC for 2009 or 2010. Nonetheless, if we are found to be a PFIC for 2009 or 2010, then we would be retroactively ineligible for the change of business exception, but may not know and will not be able to inform you of such determination until 2010 or 2011.

We cannot assure you that we will not be a PFIC for 2009 or any subsequent taxable year. If we are a PFIC, U.S. shareholders will be subject to certain adverse U.S. federal income tax consequences with respect to, among others, (i) the tax rates for dividends, (ii) “excess distributions” and (iii) gains realized on the sale or other disposition of shares. The consequences of our being a PFIC are described further in “Item 10. Additional Information—Taxation—United States Federal Income Taxation—Passive Foreign Investment Company Considerations.”

Risks Relating to Markets Where We Operate

Any exchange rate fluctuations in the currencies in which we conduct operations, relative to the Hong Kong dollar, and any foreign exchange restrictions could materially and adversely affect our financial condition and results of operations

We present our financial statements in Hong Kong dollars. Any exchange rate fluctuations in the currencies of the countries in which we conduct our operations, relative to the Hong Kong dollar, may result in exchange losses or gains and increases or reductions in our debt after translation into Hong Kong dollars, which could materially and adversely affect our financial condition and results of operations. In 2008, we recorded a net exchange loss of HK\$146 million (US\$18.8 million) compared to a net exchange gain of HK\$84 million in 2007.

In the past, the central banks of countries in which our operating companies are located have imposed foreign exchange restrictions and we cannot assure you that foreign exchange restrictions will not be imposed on our operating companies. If foreign exchange restrictions are imposed and we are unable to enter into foreign exchange swap contracts which can partially or completely mitigate the effects of these foreign exchange restrictions on commercially acceptable terms, or at all, our financial condition and results of operations could be materially and adversely affected.

Foreign ownership restrictions may limit our ability to cause operating companies to act in our shareholders' best interests or to implement our business strategies, and changes in regulations or policies, or their application or interpretation could have a material adverse effect on our business, financial condition and results of operations

Government policy and/or regulations in some countries in which we currently operate (i.e., Israel, Indonesia, Thailand and Vietnam) limit the nature and extent of our investments in those countries. As a result, our ownership interests in our operating companies may not in every instance provide us with the ability to control all actions that require shareholder approval and our ability to manage these operating companies may be hindered. Although we may participate in the management of such operating companies, we may not have the ability to prevent them from engaging in activities or pursuing strategic objectives that may conflict with our overall strategic objectives or the best interests of our shareholders.

In addition, the regulators in countries where we operate can introduce new regulations on foreign ownership or other aspects of our business (for example, regulations applicable to the telecommunications sector), amend existing regulations, or change the application or interpretation of existing regulations, all of which are beyond our control. The occurrence of any or all of the foregoing could require us to remove or amend our existing arrangements with local partners and reduce our voting and/or economic interests in the relevant operating companies, which may affect our ability to implement our business strategy in the affected countries.

Furthermore, we cannot assure you that all of our operating companies are compliant with applicable foreign ownership restrictions, as compliance may be affected by whether our local partners or other shareholders in our operating companies are considered to be domestic or foreign persons, which will be determined in accordance with the applicable rules, regulations or license conditions in the relevant countries. If any or all of our operating companies are not in compliance with applicable foreign ownership restrictions, monetary and criminal penalties could be imposed, and relevant licenses or agreements could be cancelled. Any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

Partner Communications Company Ltd., or Partner, is exposed to, and currently engaged in, a variety of legal proceedings, including class action lawsuits

Due to the legal environment of Israel and the scope and magnitude of Partner's operations, Partner is subject to the risk of a large number of lawsuits, including class action suits by consumers which may be costly to defend and which may result in significant judgments against it. The Israeli Class Actions Law, 2006 includes provisions that expand the causes of action for which a class of litigants may bring suit, including with regard to any damages allegedly incurred prior to the effective date of this law. This law has reduced the requirements for certification of a class action lawsuit and the qualifications required to be a lead plaintiff in a class action lawsuit. This law has increased the number of requests for approval of class actions and the number of class action suits against Partner, and may increase Partner's legal exposure and legal costs in defending against such suits, which as a result may materially and adversely affect our financial results. Currently, Partner is engaged in a number of purported class action suits as a defendant, some of which are for substantial amounts. See "Item 8. Financial Information—Legal Proceedings—Israel." At this stage, and until the claims are recognized as class actions, we and Partner are unable to evaluate the probability of success of the claims, and therefore no provision has been made. In addition, a class was recently certified in proceedings asserting liability against Partner (and another Israeli provider of cellular telecommunications services) for actions taken by a third-party content provider, who is also a defendant in this claim. There can be no assurance that this and other claims involving Partner will not materially and adversely affect our financial condition and results.

Volatility in social, political and economic conditions in the countries where we operate may adversely affect our business, financial condition and results of operations

Some of our operating companies and a portion of our total assets are located in countries, including Israel, Sri Lanka and Thailand, which have experienced social, political and economic volatility. With respect to our Israel operations, ongoing conflict and violence between Israel and its Arab neighbors and Palestinians may have a material adverse effect on the Israeli economy, in general, and on our business, financial condition or results of operations. With respect to our Sri Lanka operations, it is expected that the civil war in Sri Lanka will come to an end soon, but there continues to be a risk of terrorist attacks in the area. In Thailand, ongoing political instability has led to continued civil unrest.

Developments in these and other countries in which we currently operate, or may operate in the future, including uncertainties arising from economic liberalization and deregulation policies, future economic crises, outbreaks of hostility and political instability, may have a material adverse effect on our business, financial condition and results of operations.

Risks Relating to the Telecommunications Industry Generally

The telecommunications industry is a highly regulated industry in which regulators' decisions may materially and adversely affect our business, financial condition and results of operations

The telecommunications industry is a highly regulated industry. In each of the countries in which we operate, we are subject to government regulation, including regulation regarding licenses, competition, frequency spectrum allocation and costs and arrangements pertaining to interconnection and leased lines. We are also subject to regulations on our tariff structures in some jurisdictions where we operate and we cannot predict with accuracy or assure you on the timing, likelihood or likely magnitude of any future tariff adjustments generally or the extent of any potential impact such tariff adjustments would have on our business. We cannot assure you that our business, financial condition and the results of our operations will not be materially and adversely affected by any government-mandated regulatory reform or tariff adjustments in the future.

For example, the Ministry of Communications of Israel is evaluating roaming charges and since 2006, has requested Partner to provide information relating to its roaming services. In addition, in August 2008, the government instructed the Ministry of Communications of Israel and other ministries to negotiate a reduction of inbound and outbound roaming tariffs with the European Union and its members or other countries frequently visited by Israelis and to consider other tools for reducing roaming charges. As a result, new regulations may be introduced that would limit the fees Israeli mobile phone companies can charge for calls made by foreign network operators' customers while in Israel using Partner's network, as well as for calls made by Partner's customers using their handsets abroad. Because Partner considers roaming charges to be a significant source of revenue, such regulatory changes could adversely affect our results of operations. In addition, regulators in Israel have instituted a number of other reforms in recent years and are considering a variety of other actions that could materially and adversely affect our revenues. See "Item 4. Business Overview—Regulation—Israel."

In some cases, regulators may also be our competitors. Whether regulators will act to ensure a level playing field between government-owned and private operators is beyond our control and their decisions may materially and adversely affect our business, financial condition and results of operations.

Required licenses, approvals and permits may be difficult to obtain in the countries where we operate telecommunications networks, and once obtained, may be amended or revoked or may not be renewed

Our operation of telecommunications networks and the provision of related services generally requires various licenses, approvals and permits and are regulated to varying degrees by national, state, regional or local governmental and/or regulatory authorities. Required licenses and permits may be difficult to obtain and once obtained, may be amended or revoked, or may be subject to review, interpretation, modification or termination by the relevant authorities. We cannot assure you that the relevant authorities will not take actions that could materially and adversely affect our business. In addition, we cannot assure you that required licenses and permits will be renewed or that any renewal on new terms will be commercially acceptable to us. If we fail to

renew any of our licenses and permits, we may lose the ability to continue to operate the affected business, and the realizable value of our relevant network infrastructure and related assets may be materially and adversely affected. See “Item 4. Business Overview—Regulation.”

Operating licenses specify the services we can offer and the radio frequency spectrum we can utilize for mobile operations. Some of our operating licenses may require us to meet specified network build-out requirements and schedules, and satisfy various obligations such as minimum specified quality, service, coverage criteria and capital investment. Failure to comply with these obligations could result in the imposition of fines or the revocation or forfeiture of the license for that area. Furthermore, the need to meet scheduled deadlines may cause us to expend more resources than otherwise budgeted for a particular network build-out, which may materially and adversely affect our results of operations.

The deployment of our networks requires various approvals or permits from national, state, regional or local governmental and/or regulatory authorities, particularly in relation to establishing cell sites. These approvals and permits include building, construction and environmental permits, antenna and mast deployment approvals and various other planning permissions. We have experienced, and may continue to experience, difficulties in obtaining some of these approvals and permits. For example, our Israel business, like its competitors, has experienced difficulties in obtaining some consents and permits, especially those from local building authorities. As at December 31, 2008, less than 10% of our antenna sites in Israel were operating without local building permits or applicable exemptions. Failure to obtain required permits for cell sites could have a material adverse effect on the extent, quality and capacity of our network coverage and on our ability to continue to market our products and services effectively. Operating network sites without building or other required permits may also result in criminal or civil liability to Partner or its officers and directors. Our inability to resolve these issues in a timely manner could also prevent us from achieving or maintaining the network coverage and quality requirements contained in our license.

In Indonesia, we have also experienced delays in obtaining necessary local permits and licenses and this has slowed our rollout and expansion of services in that market. Continued or extended delays may have a material adverse effect on our growth and results of operations for our Indonesia operations.

We are dependent on interconnection with our competitors’ networks and associated infrastructure as well as roaming arrangements with other telecommunications operators

Our ability to provide commercially viable mobile telecommunications services depends, in part, upon our interconnection arrangements with other telecommunications operators. In particular, we are dependent on interconnection with our competitors’ mobile networks and associated infrastructure for the successful operation of our business. The framework by which interconnection charges are made in certain jurisdictions where we operate are currently being reviewed by the relevant government authorities. Any change to the framework or the basis upon which interconnection charges are made is likely to require the renegotiation of our interconnection agreements. We cannot assure you that we will be able to maintain our interconnection agreements on terms that are commercially acceptable to us or that any material increase in the interconnection expenses would not have a material adverse effect on our business, financial condition and results of operations.

Our operating companies are also dependent upon roaming agreements with other telecommunications operators as a source of revenues when the other telecommunications operators’ customers roam on our networks. If these roaming agreements were to terminate, or if the other telecommunications operators were to deploy incompatible technologies, our roaming revenues and profits may be materially reduced, which could materially and adversely affect our business, financial condition and results of operations.

Concerns about health risks relating to the use of mobile handsets may materially and adversely affect our business, financial condition and results of operations

Media and other reports have linked radio frequency emissions from mobile handsets to various health risks, including cancer, and to interference with various electronic medical devices, including hearing aids and pacemakers. Concerns about health risks may discourage the use of mobile handsets in the countries in which we conduct business, which could have a material adverse effect on our business, financial condition and results of operations. Various government authorities in the markets in which we operate could also increase regulation of mobile handsets and base stations as a result of these concerns. In addition, lawsuits have been filed in the

United States against certain participants in the telecommunications industry alleging various adverse health consequences as a result of mobile handset usage, and we may be subject to similar litigation in the future. Research and studies are ongoing, and we cannot assure you that further research and studies will not demonstrate a link between radio frequency emissions and health concerns. Any negative findings in these studies could materially and adversely affect the use of mobile handsets and, as a result, our business, financial condition and results of operations.

Furthermore, in Israel, a recent municipal court ruling adopted the position that there is no need to prove that the plaintiff suffered damages as a result of the erection of a cellular network site, and that under certain circumstances, it would be sufficient to prove that damages were possible and then the burden of proof would shift to the defendant. Although Partner was not a party to this proceeding, this ruling could negatively affect Partner's ability to defend against similar health-related litigation in the future, which could materially and adversely affect our business, financial condition and results of operations.

Our allocated spectrum may be insufficient for the expansion of our mobile telecommunications business

The operation of our mobile telecommunications networks is limited by the amount of spectrum allocated to us in the countries where we operate. Allocation of spectrum is determined by the relevant governmental authorities in those countries. In determining spectrum allocation, governmental authorities generally seek to ensure choice of services for consumers, efficient use of spectrum and continuity of customer service while maintaining technology neutrality and providing a stable investment environment. Although we believe that our current spectrum allocation is sufficient for expected customer growth going forward, our future profitability may be materially and adversely affected if our allocated spectrum proves insufficient in the future for the expansion of our mobile telecommunications business, particularly for Indonesia and Vietnam, two of the markets in which we expect substantial customer growth.

Risks Relating to Our ADSs and Ordinary Shares

Our board of directors may suspend voting rights attaching to some shares as necessary to avoid any of our subsidiaries or affiliates being in breach or default, which may affect your voting rights

Our articles of association provide that if any person directly or indirectly has or acquires an interest in a number of our shares that would or may, in the opinion of our directors, require a review or approval under, or which would or may result in any of our subsidiaries or affiliates (being any entity in which we directly or indirectly hold 5% or more of the issued share capital) being in breach or in default of, any applicable law, regulation or license, permit, consent or privilege held or enjoyed by any such subsidiary or affiliate, or any requirement of any governmental or regulatory authority, our directors have the discretion to suspend the shareholder's right to exercise the voting rights attaching to the affected shares in which the shareholder has an interest in respect of any resolution at any general meeting of our company. Our directors also have the ability to restrict the director(s) appointed by or at the direction of that shareholder, if any, to our board of directors from voting on any resolution or matter that concerns the activities of any affected entity or appointment of a director or the managing director of any affected entity. See "Item 10. Additional Information—Memorandum and Articles of Association—Rights, Preferences, Restrictions Attaching to Shares and Changing the Rights of Shareholders—Voting Rights." As a result of the foregoing, your voting rights may be affected.

It may be more difficult for you to bring an action against us or against our directors and officers, or to enforce a judgment against us or them, than if we were a corporation incorporated in the United States

We are incorporated in the Cayman Islands, and we conduct substantially all of our operations outside of the United States. In addition, substantially all of our assets are located outside the United States. Moreover, most of our directors and officers reside outside of the United States. Our corporate affairs are governed by our memorandum and articles of association, the Cayman Islands Companies Law and the common law of the Cayman Islands. The rights of shareholders to take action against the directors and actions by minority shareholders are to a large extent governed by the common law of the Cayman Islands. The common law in the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English

common law, which has persuasive, but not binding, authority in a court in the Cayman Islands. Cayman Islands law in this area may not be as established and may differ from provisions under statutes or judicial precedent in existence in the United States. As a result, our public shareholders may face different considerations in protecting their interests in actions against the management, directors or our major shareholder than would shareholders of a corporation incorporated in a jurisdiction in the United States. Therefore, it may be difficult or impossible for you to bring or enforce an action against us or against these individuals in the United States if you believe that your rights have been infringed under the securities laws or otherwise. In particular, the Cayman Islands courts are unlikely:

- to recognize or enforce against us judgments of courts of the United States based on certain civil liability provisions of U.S. securities laws; and
- in original actions brought in the Cayman Islands, to impose liabilities against us based on certain civil liability provisions of U.S. securities laws that are penal in nature.

Our ability to protect our rights through the U.S. federal courts may be limited, because we are incorporated under Cayman Islands law

Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States. As a result, our ability to protect our interests if we are harmed in a manner that would otherwise enable us to sue in a United States federal court may be limited.

You may not be able to exercise your right to vote the ordinary shares underlying your American Depositary Shares, or ADSs

As a holder of our ADSs, you may instruct the depositary of your ADSs to vote the ordinary shares underlying your ADSs but only if we ask the depositary to ask for your instructions. Otherwise, you will not be able to exercise your right to vote unless you withdraw the ordinary shares underlying the ADSs you hold. However, you may not know about the meeting far enough in advance to withdraw those ordinary shares. If we ask for your instructions, the depositary will notify you of the upcoming vote and arrange to deliver our voting materials to you. We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your ordinary shares. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise your right to vote, and there may be nothing you can do if the ordinary shares underlying your ADSs are not voted as you requested.

Under the deposit agreement for the ADSs, the depositary will give us a discretionary proxy to vote our ordinary shares underlying your ADSs at shareholders' meetings if you do not vote, unless we notify the depositary that:

- we do not wish to receive a discretionary proxy;
- we think there is substantial shareholder opposition to the particular question; or
- we think the particular question would have a material adverse impact on our shareholders.

The effect of this discretionary proxy is that you cannot prevent our ordinary shares underlying your ADSs from being voted, absent the situations described above, and it may make it more difficult for shareholders to influence the management of our company, which could adversely affect your interests. Holders of our ordinary shares are not subject to this discretionary proxy.

You may not receive distributions on our ordinary shares represented by ADSs or any value for them if it is illegal or impractical to make them available to holders of ADSs

The depositary of our ADSs has agreed to distribute to you, after deducting its fees and expenses, the cash distributions or other distributions it or the custodian for our ADSs receives on our ordinary shares or other deposited securities. You will receive these distributions in proportion to the number of our ordinary shares your ADSs represent. However, the depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any holders of ADSs. We have no obligation to take any

other action to permit the distribution of our ADSs, ordinary shares, rights or anything else to holders of our ADSs. This means that you may not receive the distributions we make on our ordinary shares or any value for them if it is illegal or impractical for us to make them available to you. These restrictions may have a material adverse effect on the value of your ADSs.

You may be subject to limitations on transfer of your ADSs

Your ADSs are transferable on the books of the depositary. However, the depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depositary may refuse to deliver, transfer or register transfers of your ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary thinks it is advisable to do so because of any requirement of law or any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

ITEM 4. INFORMATION ON THE COMPANY

A. Business Overview

Group Overview

We are a provider of mobile and fixed-line telecommunications services. We currently operate telecommunications services in five markets: Israel, Indonesia, Vietnam, Sri Lanka and Thailand. Until May 7, 2009, we provided mobile telecommunications services in Hong Kong and Macau and fixed-line telecommunications services in Hong Kong. For a summary of notable developments which have occurred since the beginning of 2008, see “Item 5. Operating and Financial Review and Prospects – Overview.”

Using 2G GSM, CDMA, GPRS, and 3G platforms, we offer customers a wide variety of telecommunications services, ranging from basic voice and data services to multimedia services using advanced mobile technology.

Our 3G services in Israel and Indonesia bring customers a wide range of content covering sports, news, entertainment and finance. In Israel, we offer HSDPA technology, which permits significantly faster data transfer rates. In Vietnam and Sri Lanka, we provide 2G GSM services. In Thailand we provide multimedia services over CDMA2000 1X networks.

We use the “3” brand in our operations in Indonesia. In Thailand and Sri Lanka, we use the “*Hutch*” brand, while in Israel we use the “*orange*™” brand, and in Vietnam, we use the “*Vietnamobile*” brand.

In 2008, we had total turnover of HK\$23,725 million (US\$3,061.3 million). Our operating profit in 2008 was HK\$4,060 million (US\$523.9 million), and profit attributable to equity holders was HK\$1,883 million (US\$243.0 million). As at December 31, 2008, we had a total of approximately 12.1 million mobile customers. The following table sets forth the number of our mobile customers by market as at December 31, 2008.

| Market | Number of Mobile Customers (thousands) |
|---------------------------------------------------|----------------------------------------|
| Israel | 2,898 |
| Hong Kong mobile (including Macau) ⁽¹⁾ | 2,702 |
| Thailand | 1,070 |
| Indonesia | 4,501 |
| Sri Lanka | 887 |
| Total | <u>12,058</u> |

(1) Hong Kong and Macau mobile telecommunications operations ceased to be a business segment upon the completion of the spin-off of HTHKH on May 7, 2009.

At the end of 2008, we had approximately 336,000 residential voice lines and 240,000 business voice lines, as well as approximately 261,000 residential broadband Internet customers in Hong Kong. The Hong Kong fixed-line business ceased to be one of our business segments when we completed the spin-off of HTHKH on May 7, 2009.

Business strategy

Our main strategy is to develop mobile telecommunications services in markets with the potential for high growth, in terms of customers and/or the value of services provided as well as continuing to develop our high-speed multimedia mobile telecommunications business in more developed markets. We believe that a combination of businesses at different stages of development provides a base for strong sustained growth. We look for strong economic growth and favorable demographic profiles in markets that we believe will result in sustained increasing demand for our services.

We intend to leverage our experienced management team and established track record of successfully developing and operating mobile telecommunications businesses to grow and diversify our turnover and profits. As and when opportunities arise, we will consider acquiring or investing selectively in new businesses in countries in which we already have a presence and in new markets that we believe present attractive investment opportunities.

We aim to establish and maintain leadership positions in our markets. We develop market position by building high quality networks, offering competitive tariffs and providing customer-driven products and innovative service plans. We also seek to leverage the buying power that comes from operating networks globally. We believe this has allowed us to source high-quality network infrastructure at attractive prices to enable the efficient development of our businesses. We focus on attracting and maintaining knowledgeable local management, continuing technological innovation, and maintaining a strong reputation in the telecommunications industry.

We are able to modify these factors to suit the diverse markets that we serve. In Indonesia, for example, with its large population and high growth rate for mobile phone customers, we are focusing on network expansion and attractively priced services to establish a successful business that not only will make a significant contribution to our results in time but will also continue to show strong growth. In contrast, in markets where telecommunications services are more established, such as Israel, we build strategically on our well-known brand and our reputation as an innovation leader. In this relatively more mature market, we drive growth by meeting customer demand for the latest technology and newest applications.

Services and products

We offer a variety of voice, video, data and value-added multimedia services over our mobile networks. We operate 2G and 3G mobile networks using GSM, GPRS, CDMA and W-CDMA technology across our businesses. Second generation technology, or 2G, usually refers to mobile telecommunications services using GSM and CDMA in the 800/900 MHz and 1800 MHz frequency bands. Third generation technology, or 3G, usually refers to Universal Mobile Telecommunications System, or UMTS, which complies with the IMT-2000 high speed data requirements specified by ITU. It can also refer to high-speed packet access, or HSPA, which is a technology developed from UMTS to further improve the data transmission rate. Global System for Mobile communications, or GSM, is a comprehensive telecommunication standard for all elements of a mobile telephone system. General packet radio services, or GPRS, is a packet-based data communication service that overlays on GSM, enabling data transmission rates of up to 114 Kbps and which is suitable for connecting mobile phone and computer terminals to the Internet. Code division multiple access, or CDMA, is a spectral efficient radio access technology by which many users share use of the same radio channel with unique orthogonal codes assigned to identify them individually. Wideband code division multiple access, or W-CDMA, is the radio access technology used in 3G UMTS systems.

Mobile telecommunications

We offer a range of services designed to meet the needs of the local market in which we operate. Specifically we offer:

- **2G.** In Israel, Indonesia, Vietnam and Sri Lanka, we offer 2G services using GSM 800 MHz, 900 MHz and/or 1800 MHz spectrum. Our 2G services offer basic mobile telecommunications services such as: local voice; SMS, or short messaging system; MMS, or multimedia messaging system; IDD, or international direct dialing; and international roaming. We also offer a large variety of value-added services, including voicemail, caller identification display, call waiting, call forwarding and call blocking. To meet market demand for the faster transmission speeds required for wireless Internet access and other applications, we have continued to invest in technology such as GPRS. GPRS modem cards provide subscribers with access to the Internet, email and corporate networks.

- **3G.** We launched 3G services in Israel in 2004 and in Indonesia in 2007. Our 3G services are capable of transferring data at significantly faster speeds compared to 2G networks. In addition to voice services, 3G technology provides customers with access to high speed mobile Internet services and applications over their 3G phones, as well as real time person-to-person mobile video calls, the ability to stream and download music and video clips and other multimedia content and other data services at higher speeds.
- **BlackBerry™.** We offer BlackBerry™ wireless email services operating on our GSM, GPRS and 3G networks in Israel. We were the first mobile telecommunications operator in Asia to offer BlackBerry™ wireless email services, which provide customers with an end-to-end encrypted wireless solution that includes integrated email, mobile telecommunications and electronic organizer features.
- **CDMA.** We offer CDMA2000 1X networks in Thailand. We offer basic mobile telecommunications services such as: local voice, SMS, MMS, IDD, and international roaming. We also offer a variety of value-added services, including voicemail, caller identification display, call waiting, call forwarding and call blocking. CDMA2000 1X technology provides the ability to download music and other multimedia content, as well as other data services.

Marketing strategy and brand

Each of our businesses enjoys access to our brands. We use the “3” brand in Indonesia and the “Hutch” brand in Thailand and Sri Lanka. In Israel, we use the “orange™” brand, and in Vietnam, we use the “Vietnamobile” brand.

Our overall marketing strategy is to distinguish our brands from other telecommunications service providers by offering product and service innovations as well as promoting our brands. Other aspects of our marketing strategy depend on the nature of each market.

Tariff plans

We offer a variety of plans to meet the needs of different user segments. Our postpaid plans include a monthly fee that bundles voice services with a variety of value-added services such as voice mail, MMS, SMS and fax services and in some cases data and content services. We also offer data-only monthly plans which give customers the flexibility to add other value-added services later. Additional charges are levied for other value-added services including IDD services and roaming services. We also offer many prepaid plans. Prepaid customers purchase a rechargeable prepaid SIM card for a specified amount of airtime, and they may also enjoy additional value-added services.

SIM, or subscriber identity module, is a small card or chip provided to network subscribers that is inserted into a handset. Each SIM uniquely identifies a network subscriber and stores the subscriber’s personal phone book, sent and received text messages, network security codes and other programs that enable additional network features.

Sales and distribution

We have developed extensive sales and distribution networks using both our own and third-party operations to market our mobile telecommunications service products. We have dedicated retail outlets in Israel, Indonesia and Thailand at which customers can select mobile phones and accessories, make inquiries and subscribe for services. In addition, we utilize other leading distributors, specialist and general retail outlets to sell our services. In most of our markets, we are actively involved in sourcing and selling handsets. In all of our markets, access to wide sales and distribution outlets of good quality is critical to the success of the business. For business customers, we typically use teams of direct sales agents.

Operating companies review

Israel

Overview

In Israel, we provide 2G GSM and 3G UMTS mobile telecommunications services through Partner. According to industry data, Partner is the second largest mobile telecommunications operator in Israel, with approximately 2.90 million customers as at

December 31, 2008. We believe Partner is a leading provider of 3G services in Israel, with a network covering 98% of the country's population. Partner served more than 951,000 3G customers and 1,947,000 2G customers as at December 31, 2008.

As at December 31, 2008, we held approximately 51% of the voting share capital of Partner. Partner's shares are quoted on the Tel Aviv Stock Exchange and its American Depositary Shares are quoted on The Nasdaq Global Market, or Nasdaq. While it was previously listed on the London Stock Exchange, effective March 12, 2008, Partner discontinued its listing of its American Depositary Shares on that exchange.

In January 2007, the Ministry of Communications of Israel granted Partner a license for the provision of domestic fixed-line telecommunications services. The license expires in twenty years, but may be extended by the Ministry of Communications for successive periods of ten years. The license was amended in February 2007 to grant Partner the right to offer voice over broadband, or VOB, services using the infrastructure of Israeli Telecommunications Company Limited, or Bezeq, the incumbent fixed-line operator in Israel, and HOT, a cable television operator in Israel that also offers fixed-line telephone service, to access customers and to provide them with fixed-line telephony service. In March 2009, Partner was also granted a domestic fixed-line license, effective until March 2019, to provide fixed-line services in the West Bank area.

Partner markets its services under the "orange™" brand.

The following table sets out certain market and operating data for our services as at the dates or for the periods indicated:

orange™ Brand Mobile Services in Israel

| | As at or for the year ended | | |
|--------------------------------------------------------------------|-----------------------------|-------|-------|
| | December 31, | | |
| | 2006 | 2007 | 2008 |
| Total customers (in millions) ⁽¹⁾ | 2.67 | 2.86 | 2.90 |
| Growth in total customers (%) | 5.5 | 7.1 | 1.4 |
| Total turnover (in NIS millions) ⁽²⁾ | 5,607 | 6,114 | 6,330 |
| Growth in total turnover (%) ⁽²⁾ | 9.4 | 9.0 | 3.5 |
| Blended average revenue per user (ARPU) (in NIS) ⁽²⁾⁽³⁾ | 158 | 158 | 159 |
| Blended minutes of use (MOU) (in minutes) ⁽⁴⁾ | 311 | 336 | 365 |
| Blended Churn (%) ⁽⁵⁾ | 15.6 | 15.0 | 17.8 |

(1) Total customers comprise postpaid customers and prepaid customers who have a SIM that has access to the network for any purpose, including voice or data services and that have not been used up or expired at end of the reporting period.

(2) Partner's results are presented in New Israeli Shekels in its consolidated financial statements, which are prepared under US GAAP.

(3) ARPU is calculated by (i) dividing, for each month in the relevant year, revenue during the month, excluding revenue from equipment sales and including revenue from foreign network operators for calls made by their roaming customers while in Israel using Partner's network, by the average number of Partner's customers during that month, and (ii) dividing the sum of all such results by the number of months in the relevant period.

(4) MOU is calculated by (i) for each month in such period, dividing the total number of minutes of usage, excluding usage while roaming, during such month by the average number of Partner's customers and (ii) dividing the sum of such results by the number of months in the relevant period.

(5) Blended churn represents the average of the churn rates for each month in the period, which is calculated by dividing the number of disconnections (net of reconnection and internal migration between networks) for the relevant period by the average number of customers at the beginning and end of such period.

Products and services

Partner offers telephony service provided on both its GSM/GPRS network and its UMTS/HSPA network. Partner's basic offerings include international dialing, roaming, voice mail, SMS, intelligent network services, content based on our cellular portal, data and fax transmission and other services. In addition, Partner's use of HSCSD, GSM, GPRS, UMTS and HSPA technologies enables high-speed data transmission. All of Partner's content services, including 2G and 2.5G content, were re-branded during 2008

under the “orange time” brand. Partner’s “orange™ time” mobile services enable the streaming and downloading of rich applications and content and WAP browsing for 2G subscribers, while the 3G subscribers’ services are enhanced by video and high quality audio capabilities. Partner’s MMS services enable subscribers to send photos, multimedia and animation from handset to handset and from handset to the web. In December 2008 and January 2009, Partner launched three additional non-cellular business lines: web video on demand, or VOD, providing premium on-demand video (mainly full-track feature films and television series episodes), music tracks and games, Internet services provision, or ISP, that provides access to the Internet as well as home Wi-Fi networks, value added services, or VAS, such as anti-virus and anti-spam filtering, as well as VOB telephony services that compete with fixed-line telephone services.

Partner also offers high quality customer service, as well as handset repair and replacement services for equipment sold to its subscribers.

Ownership

As at December 31, 2008, we held approximately 51% of the voting share capital of Partner.

In April 2005, amendments to Partner’s telecommunications license became effective and required that Partner’s founding shareholders hold, in the aggregate, at least 26% of its outstanding shares. The amendments also reduced the required minimum holdings of Partner’s shares by Israeli citizens and residents from 20% to 5%. Under the terms of a restated relationship agreement that we entered into on April 20, 2005 with Elbit Ltd., Polar Communications Ltd., or Polar, Eurocom Communications Ltd., or Eurocom, Matav Investments, Matav Cable Systems Media Ltd., or Matav Cable, and Tapuz Cellular Systems Ltd., or Tapuz, we agreed to hold such number of shares of Partner as will be required to comply with the 26% minimum founding shareholder percentage required under Partner’s license, less the 5% shareholding required to be held by Israeli citizens and residents, which the Israeli shareholders that are party to the relationship agreement agreed to hold. In 2006, Partner’s founding Israeli shareholders, Elron Electronics Industries Ltd., Elbit Ltd. and Polar, sold all of their shares in Partner, and Eurocom sold approximately 50% of its shares in Partner, to Israeli institutional investors in transactions that satisfied the 5% Israeli citizen and resident shareholder requirement.

Partner’s board of directors is comprised of 11 directors. Under the restated relationship agreement, the Israeli shareholders who are party to the agreement are entitled to appoint 10% of the directors on Partner’s board of directors, which, based on the current number of directors, entitles the Israeli shareholders to appoint one director. In addition, to the extent required by applicable law or Partner’s license, we are obligated to vote our shares in each general meeting of Partner at which directors are elected to ensure that a majority of the directors of Partner are Israeli citizens or residents. Except for these requirements, there are no obligations to vote for any directors. If a party to the relationship agreement commits certain events of default described in the agreement, it may be required to offer its shares to the other parties on a pre-emptive basis. Events of default for this purpose include a breach of the relationship agreement which has a material adverse effect on Partner, and in the case of such breach, the purchase price at which the shares are to be sold will be market value less a 17.5% discount.

Mobile telecommunications industry in Israel

There are currently four mobile telecommunications operators in Israel: Partner, Pelephone, Cellcom and MIRS Communications Limited, or MIRS. Market data from industry sources indicates that the total market size was approximately 9.2 million subscribers as at December 31, 2008, representing a penetration rate of approximately 125% of Israel’s population.

Competition

Partner is the second largest mobile telecommunications operator in Israel by number of customers based on publicly available market data. Israel’s high mobile telecommunications penetration rate has resulted in intense competition for market share among mobile telecommunications operators. Partner competes with Cellcom, Pelephone and MIRS principally on the basis of telecommunications service quality, brand identity, variety of handsets, tariffs, VAS and the quality of customer services.

Partner, Cellcom and Pelephone have each been awarded a 3G license. Cellcom commercially launched its 3G service and handsets in July 2006. Pelephone currently operates nationwide mobile telephone networks in Israel using both N-AMPS analog and CDMA and CDMA1 xRTT technology, as well as EV-DO technology. Pelephone also launched its new UMTS/HSXPA network in early 2009.

Currently, there are three major fixed ISPs in Israel: Bezeq International, 012 Smile Communications Ltd., or Smile, and Netvision 013 Barak, or Netvision. Each provider accounts for approximately one third of the ISP market. Partner has just entered this market.

In the fixed-line telephone service market, there are a number of providers. Bezeq is the major provider, and Hot Telecom, Netvision, Xfone Communication Ltd. and Smile began providing VOB service a few years ago. Partner has recently entered this market as well.

Partner is the first operator in Israel to launch web VOD service over the Internet to the user's personal computer. The service is considered to be an innovative service in the Israel market. A few media and telecom players have expressed interest in entering the VOD market.

Palestine Telecommunication Co. Ltd., or Paltel, operates a GSM mobile telecommunications network under the name Jawwal in the areas of the West Bank and Gaza Strip administered by the Palestinian Authority, as well as a fixed-line network. Paltel's GSM network competes with Partner's network in some border areas where coverage areas overlap.

Spectrum and mobile telecommunications networks

As at December 31, 2008, Partner's 3G network covered approximately 98% of the Israeli population.

Spectrum availability in Israel is limited and is allocated by the Ministry of Communications through a licensing process. Pursuant to the terms of its license and subsequent allocations, Partner was allocated 2 x 10.4 MHz in the 900 MHz frequency band, of which 2 x 2.4 MHz is shared with Paltel, which operates in the West Bank and the Gaza Strip. Partner also has an agreement to use an additional 2 x 2.4 MHz of spectrum in the 900 MHz frequency band on a shared basis with Paltel. Under this agreement, which has been endorsed by the Ministry of Communications, Partner is permitted to use this additional spectrum in Israel so long as it does not cause interference in areas where Paltel operates. Although Partner believes that it is entitled to use all of the spectrum it is using and that it is paying the required consideration for such use, the Ministry of Communications is conducting a hearing regarding the use of the shared spectrum, which may result in Partner being ordered to cease use or pay substantial fees for the use of these frequencies in the future.

In December 2001, the Ministry of Communications awarded Partner two additional bands of spectrum: one band comprising 10 MHz of paired GSM 1800 spectrum and one band comprising 10 MHz of paired and of 5 MHz unpaired UMTS/HSDPA third-generation spectrum. During 2002, Partner started deploying GSM 1800 MHz band base transceiver stations to enhance the capacity of its GSM 900 network, and to further improve the quality of its GSM 900 network. In 2004, Partner launched 3G services.

Hong Kong and Macau mobile telecommunications business

Overview

We completed the spin-off of HTHKH on May 7, 2009 and as a result, the Hong Kong and Macau mobile telecommunications business ceased to be one of our business segments. We refer you to "Item 4. Information on the Company – C. History and Development of the Company – The Spin-off" for more information about the spin-off.

Prior to the spin-off, we provided GSM dual-band and 3G mobile telecommunications services under the "3" brand, through Hutchison Telephone Company Limited, or Hutchison Telephone HK, and Hutchison Telephone (Macau) Company Limited (as appropriate) in both Hong Kong and Macau. Based on market data, during 2008 we maintained our position as one of the largest mobile telecommunications operators in Hong Kong in terms of customer numbers, and together with Macau, provided services to approximately 2.7 million customers as at December 31, 2008.

We also had the largest 3G customer base among mobile operators in Hong Kong, with approximately 1.3 million customers as at December 31, 2008, and were the first 3G service provider in Hong Kong. Our 3G network in Hong Kong covered 99% of the population and provided territory-wide HSDPA coverage and Wi-Fi services at hot spots.

Prior to the spin-off, we had been providing GSM dual-band mobile telecommunications services in Macau since August 2001 and launched 3G mobile communication services in October 2007. In 2008, we were the second largest provider of mobile telecommunications services in Macau in terms of number of customers. Our business in Macau benefited from the significant cross-border visitor traffic from Hong Kong and China.

In 2008, the Hong Kong and Macau market focussed on mobile data promotion. “3” was the first mobile operator to launch iPhones™ in both Hong Kong and Macau. The iPhone™ rollout contributed to an increase in the number of customers who subscribe to our service plans tailored for high data usage customers. As at December 31, 2008, we had approximately 85,000 iPhone™ subscribers.

In 2008, we entered into a cooperation agreement with the Philippine Long Distance Telephone Company Group, or Philippine Long Distance, to begin operating a MVNO business in Italy. In October 2008, MVNO services were launched in Italy.

CDMA service was terminated in November 2008 following the expiry of our CDMA license.

The following table sets out market and operating data for our mobile services in Hong Kong and Macau as at the dates or for the periods indicated:

3 Brand Mobile Services in Hong Kong and Macau*

| | As at or for the year ended December 31, | | |
|----------------------------------------------|---------------------------------------------|-------|-------|
| | 2006 | 2007 | 2008 |
| Total customers (in millions) ⁽¹⁾ | 2.14 | 2.43 | 2.70 |
| Growth in total customers (%) | 8.6 | 13.5 | 11.1 |
| Total turnover (in HK\$ millions) | 4,199 | 4,775 | 5,376 |
| Growth in total turnover (%) | 9.4 | 13.7 | 12.6 |
| Blended ARPU (in HK\$) ⁽²⁾ | 152 | 159 | 149 |
| Blended MOU (in minutes) ⁽³⁾ | 469 | 491 | 459 |
| Blended Churn (%) ⁽⁴⁾ | 4.3 | 3.8 | 4.2 |

* Hong Kong and Macau mobile telecommunications operations ceased to be a business segment upon the completion of the spin-off of HTHKH on May 7, 2009.

- (1) Total customers comprise postpaid customers and prepaid customers who have a SIM or USIM that has access to the network for any purpose, including voice, data or video services and that have not been used up or expired at end of the reporting period.
- (2) Blended ARPU is calculated as the total service revenues during the period, divided by the weighted average number of activated customers in that period, on a twelve-month weighted basis.
- (3) Blended MOU is calculated by the total minutes carried over the network (2G total airtime usage plus 3G voice and video usage, including both inbound and outbound roaming during the period) divided by the weighted average number of activated customers for the period, on a twelve-month weighted basis.
- (4) Blended churn represents the average of the churn rates for each month in the period, which is calculated by dividing the number of disconnections (net of reconnections and internal migration between networks) for the relevant period by the average number of customers at the beginning of such period.

Products and services

Prior to the spin-off of HTHKH in May 2009, we offered standard and enhanced mobile telecommunications services and products such as local voice, SMS, MMS, IDD, international roaming and mobile Internet access, as well as value-added services and products such as voice mail, ringtone and game downloads, information services and GPRS, in Hong Kong and Macau.

Our 3G services included video calls and a suite of content services including video-based services. We worked with over 280 3G content providers worldwide, enabling us to deliver a rich and diverse portfolio of content. We also provided the largest array of 3G video mobile phones in Hong Kong.

We provided territory-wide HSDPA coverage in both Hong Kong and Macau. HSDPA is a technological enhancement to 3G services which, through a HSDPA data card modem or handset, enables customers to access 3G services at higher speeds.

We launched the “X-Series” services in Hong Kong in the end of 2006. The X-Series provided our customers with access to a host of popular mobile broadband Internet applications, including Windows Live Messenger (MSN), Yahoo!Go, Google search, Skype and eBay, via over 140 models of “3” mobile handsets. In 2008, our X-Series service was further enriched with the launch of “3 Messenger.” We were selected by Apple Inc. to be the first mobile telecommunications provider to launch iPhone™ 3G services in Hong Kong and Macau, which we launched in the second half of 2008.

Ownership

In May 2009, we completed the spin-off of HTHKH, which was previously our indirect wholly-owned subsidiary. HTHKH held our mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. As a result of the spin-off, HTHKH is no longer our subsidiary and the Hong Kong and Macau mobile telecommunications business ceased to be one of our business segments on May 7, 2009. We refer you to “Item 4. Information on the Company – C. History and Development of the Company – The Spin-off” for more information about the spin-off of HTHKH.

Prior to the completion of the spin-off of HTHKH, we held a 75.9% interest in Hutchison Telephone HK, while the minority interest was held by NTT DoCoMo.

Hong Kong and Macau mobile telecommunications markets

As at December 31, 2008, Hong Kong had a mobile phone penetration rate of over 162% based on internal calculations from publicly available market data, reflecting Hong Kong’s high number of resident customers with multiple subscriptions as well as business and tourist customers. There were approximately 11.4 million mobile phone subscriptions out of a total population of approximately 7.0 million in Hong Kong as at December 31, 2008.

Based on key statistics of radio communication and telecommunications services available from the website of the Macau government’s Office for the Direcção dos Serviços de Regulação de Telecomunicações, or DSRT, there were approximately 933,000 mobile telecommunications customers in Macau as at December 31, 2008, representing a penetration rate of over 170%.

Competition

In 2008 there were five 2G operators and four 3G mobile telecommunications operators in Hong Kong. Four companies hold both 2G and 3G licenses: SmarTone Mobile Communications Limited, or SmarTone, which is Vodafone’s exclusive partner in Hong Kong; Hong Kong Telecommunications (HKT) Limited (formerly SUNDAY o/b Mandarin Communications Limited), or PCCW Mobile, which is wholly-owned by PCCW-HKT Telephone Limited, or PCCW; CSL Limited, or CSL, and us. China Mobile Hong Kong Company Limited, or Peoples, which is a wholly-owned indirect subsidiary of China Mobile, China’s largest mobile telecommunications operator, has a 2G license only. A new CDMA 2000 license was jointly issued to PCCW Mobile and PCCW to operate a CDMA 2000 network that was launched in November 2008; this is the fifth 3G network in Hong Kong. In addition, in late 2008, three operators, namely PCCW Mobile, Peoples and us, converted or combined their respective licenses into Unified Carrier Licenses, which do not limit the number of networks that can be operated.

We were the second largest mobile telecommunications operator in Hong Kong by number of customers in 2008, based on publicly available market data. Hong Kong’s high mobile telecommunications penetration rate has resulted in intense competition for market share among mobile telecommunications operators. We competed principally on the basis of price, service quality, brand identity, variety of handsets, tariffs, value-added services and the quality of customer services. Furthermore, in the 3G segment of the market, operators compete on innovative products and services and mobile broadband services have become the focal point of competition among the Hong Kong mobile operators.

In Macau, there are currently four mobile telecommunications operators: Companhia de Telecomunicações de Macau S.A.R.L., or CTM, Macau's previous monopoly mobile carrier and largest telecommunications operator; SmarTone Mobile Communications (Macau) Limited; China Telecom (Macau) Co. Limited; and us. As at December 31, 2008, we were the second largest mobile telecommunications operator in Macau by number of customers based on market data published by DSRT and information published by our competitors.

Spectrum and mobile telecommunications networks

Prior to the spin-off of HTHKH in May 2009, we provided 3G services in Hong Kong using W-CDMA technology.

Following the award of a 3G license in Hong Kong in October 2001, we obtained one block of paired spectrum of 2 x 14.8 MHz and one block of 5 MHz unpaired spectrum at the 1900 to 2200 MHz spectrum bands. We became Hong Kong's first 3G mobile telecommunications services provider in January 2004.

Our 2G customers in Hong Kong used our GSM dual-band network, which allows radio communications to and from customer handsets to switch seamlessly between the 900 MHz spectrum and 1800 MHz spectrum bands resulting in enhanced network quality and capacity. We also offered GPRS technology in Hong Kong, which utilizes GSM frequencies.

Through a jointly-controlled entity with Hong Kong Telecommunications (HKT) Limited, we successfully bid for a total of 30 MHz of radio spectrum in the 2.5 GHz band at a total spectrum utilization fee of HK\$518 million (US\$66.8 million). The unified carrier license for this spectrum was issued to the jointly-controlled entity in March 2009. The license permits us to provide a variety of advanced high-speed multimedia services through implementation of Long Term Evolution technology.

For a more detailed discussion of spectrum allocation and licensing matters, see “—Regulation—Hong Kong—Licensing framework” and “—Regulation—Hong Kong—Licenses.”

Prior to the spin-off of HTHKH in May 2009, we used GSM mobile telecommunications networks for our 2G operations in Macau while we deployed W-CDMA technology for our 3G network.

Hong Kong fixed-line business

Overview

Prior to the spin-off of HTHKH in May 2009, we owned and operated what we believe was the largest fibre-to-building telecommunications network in Hong Kong, with approximately 5,300 kilometers of linear ducting and over 965,000 kilometers of core fibre-optic cable. Fibre-to-the-building networks are able to support a higher volume of traffic at faster transmission speeds for Internet and data communications compared to traditional copper cable networks. Using this fibre-to-the-building network, we were able to gain a firm foothold in the local fixed network industry.

We offered local and IDD voice call services, broadband Internet access and various data transmission services to residential and business customers in Hong Kong through Hutchison Global Communications Limited, or Hutchison Global Communications. In addition, we owned submarine cable capacities around the world through which we provided IPLC (international private line circuit), IPVPN (internet protocol virtual private network), IE (international ethernet), data and IDD (international direct dial) services in a wholesale manner to overseas carriers as well as cross-border services for corporate customers.

At the end of 2008, we had approximately 335,000 residential voice lines and approximately 240,000 business voice lines, as well as approximately 261,000 residential broadband Internet customers in Hong Kong. We also provided business broadband and data solutions, as well as business voice and IDD service to business customers in Hong Kong. Our clients included mainly banking and financial, governmental and quasi-governmental bodies. We also provided lease line connectivity to most of the mobile operators in Hong Kong through our fibre-to-the-building network.

The following table sets out certain market and operating data for our fixed-line services as at the dates or for the periods indicated:

Our Fixed-line Services in Hong Kong*

| | As at or for the year ended December 31, | | |
|--------------------------------------------------|---------------------------------------------|-------|-------|
| | 2006 | 2007 | 2008 |
| Total residential voice lines (in millions) | 0.33 | 0.35 | 0.34 |
| Growth in total residential voice lines (%) | 10 | 5 | (3.1) |
| Total residential broadband lines (in millions) | 0.24 | 0.26 | 0.26 |
| Growth in total residential broadband lines (%) | 9.1 | 7.4 | 2.4 |
| Total IDD outgoing traffic minutes (in millions) | 1,286 | 1,581 | 1,802 |
| Growth in total IDD outgoing traffic minutes (%) | 29 | 23 | 14.0 |
| Total turnover (in HK\$ millions) | 2,406 | 2,436 | 2,693 |
| Growth in total turnover (%) | 9.2 | 1.2 | 10.6 |

* Hong Kong fixed-line services ceased to be a business segment upon the completion of the spin-off of HTHKH on May 7, 2009.

Products and services

Our fixed-line operations pioneered the integration of traditional and new technologies in Hong Kong by offering services that combined basic telecommunications services with video phones. Prior to the spin-off of HTHKH in May 2009, we also offered one of the fastest bi-directional residential broadband services available in Hong Kong.

In addition, following the connection of a new fibre-optic cable system known as the “HK-ShenZhen Western Corridor cable system” to the networks of major fixed-line operators in mainland China, we were the only operator in Hong Kong to have all of its cross-border networks successfully integrated with networks of all three operators in mainland China, thereby providing the biggest Hong Kong-China cross-border transmission capacity.

Ownership

In May 2009, we completed the spin-off of HTHKH, which was previously our indirect wholly-owned subsidiary. HTHKH held our mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. As a result of the spin-off, HTHKH is no longer our subsidiary and the Hong Kong fixed-line business ceased to be one of our business segments on May 7, 2009. We refer you to “Item 4. Information on the Company – C. History and Development of the Company – The Spin-off” for more information about the spin-off of HTHKH.

Prior to the spin-off, Hutchison Global Communications Holdings, the parent company of Hutchison Global Communications, had been our wholly-owned subsidiary since July 2005.

Hong Kong fixed-line telecommunications market

As at December 31, 2008, there were approximately 4.1 million telephone lines for subscribers in Hong Kong, including approximately 319,000 fax lines and 396,000 registered IP telephone subscribers, in a territory with a total population of approximately 7.0 million. Telephone density was approximately 59 lines per 100 people, calculated based on official government data.

In the Hong Kong Internet market, as at December 31, 2008 there were approximately 955,000 registered customer accounts with dial-up Internet access and approximately 2.0 million registered customer accounts with broadband Internet access according to data published by the Office of the Telecommunication Authority in Hong Kong, or OFTA.

Competition

Prior to the spin-off of HTHKH, in the fixed-line business in Hong Kong, we faced competition from four other fixed-line telecommunications operators. PCCW is Hong Kong's previous monopoly carrier and, based on PCCW's publicly released reports, by far the largest fixed-line telecommunications operator in Hong Kong. Other competitors included: Wharf T&T Limited, or Wharf T&T; New World Telecommunications Limited, or NWT; and Hong Kong Broadband Network Limited, or Hong Kong Broadband. Unlike us, Wharf and NWT rely more heavily on Type II interconnections provided by PCCW-HKT in offering voice services. For a description of Type II interconnections, see “—Regulation—Hong Kong—Key industry regulatory issues—Fixed-line interconnection.”

In the Hong Kong Internet service provider market, we faced competition from the same four companies who competed with us in the fixed-line telecommunications market: PCCW, which markets its services under the “Netvigator” brand name, Wharf T&T through its subsidiary i-Cable WebServe Limited, NWT and Hong Kong Broadband. PCCW's “Netvigator” is the leading Internet service provider in Hong Kong, with more than 60% market share based on publicly available market data and PCCW's publicly available reports.

Thailand

Overview

In Thailand, we market mobile telecommunications services on behalf of CAT Telecom Public Company Limited, or CAT Telecom, using CDMA2000 1X technology under the “*Hutch*” brand. We began operations in Thailand in February 2003. As at December 31, 2008, the “*Hutch*” brand service had approximately 1.1 million customers.

Our business operations in Thailand are conducted mainly through two entities, Hutchison CAT Wireless MultiMedia Ltd., or Hutchison CAT, and BFKT (Thailand) Limited, or BFKT, which both exercise contractual rights that have been agreed with CAT Telecom (the successor to the telecommunications business operations of the former Communications Authority of Thailand) to market services for a CDMA2000 1X network that CAT Telecom has the right to operate. CAT Telecom is the only mobile telecommunications operator in Thailand utilizing CDMA2000 1X technology.

Hutchison CAT is a corporation with two principal shareholders, Hutchison Wireless MultiMedia Holdings Limited, or Hutchison Wireless, and CAT Telecom.

Hutchison CAT has a contract with CAT Telecom to provide exclusive marketing services for CAT Telecom in central Thailand, an area that covers 25 of Thailand's 76 provinces, including the capital city of Bangkok. The area covered by the marketing contract has a population of approximately 20 million people, representing approximately 32% of Thailand's population. According to Thai government statistics, the provinces within our marketing area account for approximately 70% of Thailand's GDP.

In 2006, CAT Telecom began trial service using CDMA2000 1X EV-DO technology in the 51 provinces of Thailand that are not within Hutchison CAT's marketing area. Based on the results of this trial, in 2007, Hutchison CAT and CAT Telecom commenced nationwide CDMA roaming service between CAT Telecom's CDMA network in 51 provinces and the CDMA network in 25 provinces within Hutchison CAT's marketing area. The implementation of seamless voice roaming between the two networks has enhanced the efficiency of our CDMA network throughout the country and expanded Hutchison CAT's connectivity, which has contributed to an increase in the number of Hutchison CAT's customers. In addition, in 2008, CAT Telecom launched both postpaid and prepaid services using CDMA2000 1X EV-DO technology in the 51 provinces of Thailand that are not within Hutchison CAT's marketing area. The launch helped to improve awareness of CDMA technologies among mobile telecommunications users in Thailand, a market which had previously been dominated by GSM services.

Under Hutchison CAT's marketing contract with CAT Telecom, Hutchison CAT is responsible for marketing mobile phones and mobile telecommunications services to the public on behalf of CAT Telecom, as well as providing after-sale services and other supplementary services relating to such sales and marketing activities. The current contract is effective through 2015. Under the contract, Hutchison CAT receives a percentage of the monthly service fees and service transfer fees paid by the Hutch customers. However, in line with current market practice on service transfer fees, Hutchison CAT has waived its right to receive revenue derived from service transfer fees in 2008.

Hutchison CAT's provision of marketing services to CAT Telecom, and BFKT's leasing of telecommunications equipment to CAT Telecom, are both activities that are distinct from those carried out by the network operator, CAT Telecom, which is the sole party with the right to operate the CDMA2000 1X network under applicable Thai law and regulations.

The following table sets out certain market and operating data for the "Hutch" brand CDMA2000 1X services as at the dates or for the periods indicated:

Hutch Brand Mobile Services in Thailand

| | As at or for the year ended December 31, | | |
|----------------------------------------------|---------------------------------------------|-------|-------|
| | 2006 | 2007 | 2008 |
| Total customers (in millions) ⁽¹⁾ | 0.73 | 0.98 | 1.07 |
| Growth in total customers (%) | 0.0 | 34.3 | 9.2 |
| Total turnover (in HK\$ millions) | 1,017 | 973 | 1,192 |
| Growth in total turnover (%) | (2.7) | (4.3) | 22.5 |
| Blended ARPU (in THB) ⁽²⁾ | 577 | 454 | 388 |
| Blended MOU (in minutes) ⁽³⁾ | 709 | 686 | 619 |
| Blended Churn (%) ⁽⁴⁾ | 6.5 | 6.0 | 5.9 |

(1) Total customers comprise postpaid customers and prepaid customers who have a SIM that has access to the network for any purpose, including voice or data services and that have not been used up or expired at the end of the reporting period.

(2) Blended ARPU is calculated as the total service revenues during the period, divided by the weighted average number of activated customers in that period, on a twelve-month weighted basis.

(3) Blended MOU is calculated by the total minutes carried over the network (including both inbound and outbound roaming during the period) divided by the weighted average number of activated customers for the period, on a twelve-month weighted basis. During 2008, we revised the MOU definition to exclude inbound on-net minutes, in order to better align the key performance indicators to revenue generating events.

(4) Blended churn represents the average of the churn rates for each month in the period, which is calculated by dividing the number of disconnections (net of reconnection and internal migration between networks) for the relevant period by the average number of customers at the beginning of such period.

Since commencing operations in Thailand in February 2003, we have experienced operational and control difficulties in growing our business. In 2005, we launched a number of cost saving initiatives, including streamlining the organization and outsourcing of network maintenance and IT operations, and built upon these initiatives during 2006. In 2007, to compete against the other operators in Thailand who all have nationwide services, Hutchison CAT and CAT Telecom commenced nationwide CDMA roaming service between the 25 provinces within Hutchison CAT's marketing area and CAT Telecom's CDMA network in the remaining 51 provinces.

In view of our difficulties in expanding our network and customer base in Thailand, in January 2008, we announced that we would take an impairment charge against the full value of all non-current and intangible assets held in Hutchison CAT and BFKT. As a result, an impairment charge of HK\$3,854 million (or approximately US\$494.2 million) was recognized in our financial statements for the year ended December 31, 2007. See "Item 5. Operating and Financial Review and Prospects—Results of Operations for the year ended December 31, 2007 compared to the year ended December 31, 2006—Group results—Impairment charge."

Since 2007, Hutchison CAT has focussed on developing new channels, improving its operations, matching customer needs with appropriate tariff plans and marketing, in an effort to increase its customer growth in Thailand. In February 2008, despite high inflation and an increase in the consumer price index in the beginning of the year, Hutchison CAT successfully reached 1 million subscribers. In face of weak consumer confidence as a result of global economic conditions, political instability and competitor tactics in Thailand, Hutchison CAT will continue to develop and implement new initiatives to strengthen its competitive position and increase customer growth in Thailand.

Products and services

In addition to traditional voice and text messaging services, we provide services and applications that are designed to take full advantage of the CDMA2000 1X network. We offer a wide variety of value-added multimedia services including ringtones, ringback tones, audiotext, wallpapers, animation, video clip downloads, games, news and horoscopes. We also operate A-GPS services allowing subscribers to locate target devices as well as to find location-sensitive information under our Navi content service.

We completed technical trials for CDMA 1X EV-DO technology in 2007. EV-DO, or evolution-data optimized, is a wireless radio broadband data standard adopted by many CDMA mobile phone service providers that permits faster data transfer rates compared to 2G. We believe that with CDMA 1X EV-DO we will offer the fastest mobile broadband Internet technology in Thailand. We recently completed an upgrade of our network to support EV-DO service in selected strategic areas of Bangkok and the east coast region of Thailand, where there is a large concentration of users who require the high-speed transfer rates that EV-DO technology can support, and we have launched trial EV-DO services in 2008.

Ownership

Hutchison CAT

Through our 49% interest in Hutchison Wireless, which holds 73.9% of the voting equity in Hutchison CAT, we have a 36.2% economic interest in Hutchison CAT. GMRP (Thailand) Limited, or GMRP, a company owned by a Thai company, beneficially holds 43.5% of the equity interests in Hutchison Wireless, and three other Thai shareholders together beneficially hold the remaining 7.5%. We hold our equity interests in Hutchison Wireless in the form of Class A shares, entitling us to one vote per share, while GMRP holds its equity interests in Hutchison Wireless principally in the form of Class B shares, which entitles it to one vote per 20 shares. This gives us voting control over Hutchison CAT on matters that do not require special shareholder resolutions under the shareholders' agreement or the articles of association of Hutchison CAT, because we own approximately 80% of the voting equity of Hutchison Wireless, which holds 73.9% of the voting equity interests in Hutchison CAT. In addition, we exercise governing power over the business operations of Hutchison CAT through our shareholders' agreements with the Thai shareholders of Hutchison Wireless, which, among other things, entitles us to nominate four of the five directors of Hutchison Wireless, who may nominate six of the nine directors of Hutchison CAT. CAT Telecom holds 26% of the voting equity in Hutchison CAT.

Under the shareholders' agreement with respect to Hutchison CAT, Hutchison Wireless is responsible for securing financing to meet the operational requirements of Hutchison CAT. We are required under another shareholders' agreement to provide funding for all operating expenses and capital expenditures of Hutchison Wireless, directly through shareholder loans, guarantees and subscription to capital calls, and indirectly by providing financing to the Thai shareholders in order to enable them to meet their funding obligations and maintain their current share ownership level.

BFKT

Our other significant interest in Thailand is BFKT, a telecommunications network leasing company in which we hold a 49% economic interest and generally have voting control. Our interest in BFKT is held through our 49% interest in PKNS (Thailand) Limited, or PKNS, a holding company that owns almost 100% of the voting equity interests in BFKT. The other 51% interest in PKNS is held by DPBB (Thailand) Limited, or DPBB. Through our voting control and agreements with DPBB, we exercise significant influence over the business operations of BFKT.

Notwithstanding the fact that we do not directly hold a majority of the equity ownership interests in Hutchison CAT or BFKT, we are nonetheless able to consolidate these businesses into our financial statements included in this annual report. They are consolidated as our subsidiaries under IFRS, the accounting principles under which our financial statements are prepared, because we have governing power over the business operations by virtue of our voting control and agreements with the Thai shareholders.

Mobile telecommunications industry in Thailand

The Thai mobile telecommunications market saw a 17% increase in customers from the fourth quarter of 2007 to the fourth quarter of 2008, based on the publicly available reports of three mobile operators in the Thai market and Hutchison CAT's internal data. The penetration rate for mobile telecommunications services in Thailand was approximately 97.5% as at December 31, 2008.

In Thailand, a significant majority of mobile telecommunications customers are prepaid customers. We began marketing prepaid subscriptions in Thailand in late March 2004. As at December 31, 2008, the "Hutch" brand service had approximately 413,000 postpaid customers and approximately 657,000 prepaid customers.

Competition

The "Hutch" brand service was one of the later entrants to the Thai mobile telecommunications market and, as such, faces significant competition from more established brands with existing large customer bases and nationwide coverage. The "Hutch" branded service competes with three other major mobile telecommunications operators: Advanced Info Services, or AIS, Total Access Communications and True Move Company Limited (formerly known as TA Orange Company Limited), each of which has a significantly larger market share than us according to publicly available market data.

Mobile telecommunications network equipment leasing

BFKT has a contract to lease mobile telecommunications equipment and accessories, comprised of switching subsystems, base stations subsystems, networking subsystems, ancillary equipment for switching systems and network systems, test devices and radio system analysis equipment, to CAT Telecom. We also provide all of the technical personnel who manage such equipment and facilities. Under the contract, CAT Telecom engages us to install, repair, maintain and manage the equipment and accessories that we lease to CAT Telecom. We own the equipment that we lease to CAT Telecom pursuant to approvals granted by the National Telecommunications Commission, or NTC, but not the land on which the sites are located. The current lease is effective through 2015. We also have outsourced certain network maintenance through 2012.

Indonesia

Overview

We provide mobile telecommunications services in Indonesia through HCPT. HCPT holds a combined nationwide 2G and 3G mobile telecommunications license in Indonesia. We launched services in 2007 under the "3" brand and provide services on a GSM 1800 network with UMTS infrastructure overlaid on the GSM network in key cities, including Jakarta, Bandung and Surabaya. Currently our network covers several key cities in Sumatra, several parts of the populated area of Java and portions of other islands. HCPT started to provide mobile telecommunication services in Sulawesi, a major Indonesian island, in December 2008.

The following table sets out certain market and operating data for the "3" brand services in Indonesia as at the dates or for periods indicated:

3 Brand Mobile Services in Indonesia

| | As at or for the year ended December 31, | |
|----------------------------------------------|---------------------------------------------|--------|
| | 2007 | 2008 |
| Total customers (in millions) ⁽¹⁾ | 2.04 | 4.50 |
| Growth in total customers (%) | N/A | 120.6 |
| Total turnover (in HK\$ millions) | 117 | 315 |
| Growth in total turnover (%) | N/A | 169.2 |
| Blended ARPU (in IDR) ⁽²⁾ | 15,000 | 11,750 |
| Blended MOU (in minutes) ⁽³⁾ | 156 | 72 |
| Blended Churn (%) ⁽⁴⁾ | 17.7 | 18.9 |

(1) Total customers comprise postpaid customers and prepaid customers who have a SIM that has access to the network for any purpose, including voice or data services and that have not been used up or expired at end of reporting period.

- (2) Blended ARPU is calculated as the total service revenues during the period, divided by the weighted average number of activated customers in that period, on a twelve-month weighted basis.
- (3) Blended MOU is calculated by the total minutes carried over the network (including both inbound and outbound roaming during the period) divided by the weighted average number of activated customers for the period, on a twelve-month weighted basis. During 2008, we revised the MOU definition to exclude inbound on-net minutes, in order to better align the key performance indicators to revenue generating events.
- (4) Blended churn represents the average of the churn rates for each month in the period, which are calculated by dividing the number of disconnections (net of reconnection and internal migration between networks) for the relevant period by the average number of customers at the beginning of such period.

Products and services

We provide prepaid and postpaid 2G and 3G services.

In addition to basic voice and text messaging services, we provide 3G access, video calls, MMS and other data-based services through GPRS at speeds up to 64 kbps and through 3G at speeds up to 384 kbps. We also provide value-added services such as Yahoo! Messenger, streaming and ringback tones. HCPT also provides content such as music, games, horoscopes, news and sports news from more than one hundred content providers.

Ownership

We hold a 65% equity interest in HCPT, while the minority interest in HCPT is held by an affiliate of the Charoen Pokphand Group Indonesia.

We have also been granted an option to purchase up to 2,274,615 shares of HCPT, exercisable by notice in writing at any time during a twenty-year period in whole or in parts. The exercise of the option is conditional upon any prior approvals from, registrations with or notifications to any government bodies in Indonesia, including the Indonesian Capital Investment Coordinating Board, or BKPM, and the Indonesian Ministry of Communications, that may be legally required at the relevant time to effect the transfer of the shares and upon obtaining approval by our shareholders. Pursuant to an amended and restated shareholders' agreement, existing shareholders of HCPT agreed that, among other things, with effect from April 9, 2009 (i) HCPT will have no rights and obligations under the Shareholders Agreement dated July 27, 2005 other than provisions relating to confidentiality and regulatory matters (ii) the minority shareholder of HCPT may elect not to provide any additional funding required by HCPT from its shareholders or from third parties requiring shareholder support and (iii) the minority shareholder together with its affiliates provided certain non-compete covenants.

Mobile telecommunications industry in Indonesia

According to industry data, GSM operators represent 84% of the mobile telecommunications markets, and wireless local loop and CDMA operators represent the remainder. In Indonesia, mobile telecommunications services are distributed primarily through small multi-brand retailers, who are serviced by a set of regional and national distributors and wholesalers, and by retailers controlled by wholesalers and distributors. These wholesalers and distributors purchase most of the starter packs and recharge vouchers from operators. According to industry data, Indonesia is principally a prepaid market, with about 97% of all customers nationwide using prepaid service.

Competition

We compete with the following mobile telecommunications operators in Indonesia: PT Telekomunikasi Selular, or PT Telekom, which provides services under the "Telkomsel" brand, and is 65% owned by PT Telekomunikasi Indonesia Tbk, the government-owned incumbent fixed-line operator in Indonesia, and 35% owned by Singapore Telecom Mobile Pte Ltd, a subsidiary of Singapore's dominant telecommunications operator; PT Indonesian Satellite Corp, or PT Indosat, which is the second largest telecommunications operator in Indonesia and the primary provider of international telecommunications services in Indonesia and whose largest shareholder is Qatar Telecom QSC; PT Excelcomindo Pratama Tbk, or PT Excelcomindo, which provides services under the "XL" brand and which is controlled by Indocel Holding Sdn, Bhd, or Telekom Malaysia, which is an indirect subsidiary of

Telekom Malaysia International Berhad, the largest telecommunications operator in Malaysia; and PT Mobile-8 Telecom Tbk, or PT Mobile 8. We believe that PT Telekom, PT Indosat and PT Excelcomindo hold the largest shares of the Indonesian mobile telecommunications market, and that PT Telekom is the market leader in terms of number of customers. All of these companies hold both 2G and 3G licenses, with the exception of PT Mobile 8, which only holds a 2G CDMA license. A nationwide 2G and 3G license has been awarded to NTS, which is owned by Saudi Telecom and Maxis. NTS launched its services in February 2008. In addition to these mobile telecommunications operators, we also compete with three wireless local loop operators, which were originally awarded licenses to provide limited mobility telecommunications services, but are now able to provide full mobility telecommunications services.

Spectrum and mobile telecommunications networks

HCPT was awarded a nationwide mobile telecommunications license to operate mobile telephone services based on a combined 2G and 3G wireless network spectrum through the first open and competitive licensing process in Indonesia. Currently, five mobile telecommunications operators in Indonesia hold such a combined license. HCPT has been allocated 2 x 10 MHz of spectrum in the 1800 MHz frequency band and an initial 2 x 5 MHz of spectrum in the 2.1 GHz frequency band. An additional 2 x 5 MHz of spectrum in the 2.1 GHz frequency band has been reserved for HCPT, which HCPT may utilize as needed provided that it has paid the related fees due and satisfied its construction commitments in line with its deployment plan approved by the government of Indonesia.

HCPT has been building out its nationwide wireless network. HCPT has engaged Nokia Siemens Networks for the majority of the network deployment in Java, Bali/Lombok and Sumatra. In February 2008, HCPT entered into similar network procurement and managed services agreements with the Indonesian affiliate of ZTE to deploy a GSM network on the islands of Kalimantan and Sulawesi. In 2008, HCPT also entered into agreements with PT Excelcomindo for the lease of certain of its base station towers and dark fibres.

On March 18, 2008, HCPT entered into a conditional agreement to sell up to 3,692 base station tower sites to Protelindo for a cash consideration, assuming completion of all towers, of US\$500.0 million (HK\$3,882 million). The sale is expected to be made in tranches over a two-year period. As a condition to the agreement, HCPT and Protelindo entered into a master lease agreement granting HCPT (i) the right to use the capacity reserved for HCPT on the base station towers sold under the tower transfer agreement and related infrastructure as HCPT may elect for an initial period of twelve years which, at HCPT's election, may be extended for another six years, and (ii) options to acquire Protelindo's right, title and interest in these facilities at a pre-agreed price.

Vietnam

Overview

We provide mobile telecommunications services in Vietnam through a business cooperation contract partnership, or BCC, with Hanoi Telecom. We launched CDMA services in 2007 under the "*HT Mobile*" brand and provided nationwide services in each of the 64 provinces of Vietnam on a CDMA2000 1X EV-DO network. During our initial start-up phase, we were unable to offer a sufficient variety of cost-competitive CDMA handsets to effectively compete with GSM providers, which negatively affected our ability to attract customers. In addition, our initial customer growth was slowed by strong competition from other CDMA operators, who offered significant handset subsidies at the time of our entry into the market. As a result of the foregoing, our customer base in Vietnam has grown more slowly than we anticipated, which has negatively affected our results of operations in Vietnam in 2007 and 2008.

On March 8, 2008, we received approval from The People's Committee of Hanoi City to permit us to switch our operating spectrum from CDMA to GSM, which we believe has better business prospects than CDMA. In connection with the change, we were granted an Investment Certificate with a term of 15 years. During the second quarter of 2008, we temporarily migrated all our existing CDMA customers to a third-party CDMA network, and at the end of June 2008, disabled the radio system of HT Mobile. In August 2008, we awarded contracts to switch the network system from CDMA to GSM. We launched our new GSM services on April 9, 2009 under the "*Vietnamobile*" brand and via a nationwide network with presence in 64 provinces.

The following table sets out certain market and operating data for our services as at the dates or for the periods indicated:

HT Mobile Brand Services in Vietnam*

| | As at or for the year ended December 31, | |
|----------------------------------------------|---------------------------------------------|--------------------|
| | 2007 | 2008 |
| Total customers (in millions) ⁽¹⁾ | 0.15 | N/A ⁽⁵⁾ |
| Growth in total customers (%) | N/A | N/A ⁽⁵⁾ |
| Total turnover (in HK\$ millions) | 40 | 18 |
| Growth in total turnover (%) | N/A | (55.0) |
| Blended ARPU (in VND) ⁽²⁾ | 66,000 | N/A ⁽⁵⁾ |
| Blended MOU (in minutes) ⁽³⁾ | 72 | N/A ⁽⁵⁾ |
| Blended Churn (%) ⁽⁴⁾ | 14.8 | N/A ⁽⁵⁾ |

* On April 9, 2009, we began offering services in Vietnam under the “Vietnamobile” brand and we no longer use the “HT Mobile” brand.

- (1) Total customers comprise postpaid customers and prepaid customers who have a SIM that has access to the network for any purpose, including voice or data services and that have not been used up or expired at end of reporting period.
- (2) Blended ARPU is calculated as the total service revenues during the period, divided by the weighted average number of activated customers in that period, on a twelve-month weighted basis.
- (3) Blended MOU is calculated by the total minutes carried over the network (including both inbound and outbound roaming during the period) divided by the weighted average number of activated customers for the period, on a twelve-month weighted basis.
- (4) Blended churn represents the average of the churn rates for each month in the period, which are calculated by dividing the number of disconnections (net of reconnection and internal migration between networks) for the relevant period by the average number of customers at the beginning of such period.
- (5) Due to the conversion of CDMA network to GSM, the CDMA network was shut down and the CDMA customers were temporarily migrated to a third-party network during the first half of 2008, pending our launch of a GSM network, which was launched in April 2009. As a result, we do not have any meaningful performance data as at or for the year ended December 31, 2008.

Products and services

We launched new GSM services on April 9, 2009 under the “Vietnamobile” brand via a nationwide network with presence in 64 provinces. At the same time, we also launched a welcome back program to enable our former customers who had been migrated to a third-party CDMA network to switch to our new GSM services. We provide nationwide 2G service using the GSM 900 MHz spectrum.

BCC structure

The BCC is a foreign investment structure in which Vietnamese and foreign partners agree to carry on an investment and business activity without creating a new entity. The parties agree to share profits and losses, in much the same way as a partnership. The BCC structure is effectively a contractual joint venture and it requires an investment license. One or both parties to a BCC may contribute fixed or working capital, but the division of profits will be made in accordance with the agreement of the parties rather than being in the proportion of their capital contributions. The foreign party to a BCC may establish an operating or management office in Vietnam to implement the BCC. In addition, the parties to a BCC may also establish a supervisory committee to manage the relationship between the parties, which we have established with Hanoi Telecom. According to Vietnamese law, the Vietnamese party to a BCC must be an entity permitted to engage in the relevant business activities. In the telecommunications sector, the Vietnamese party to a BCC usually contributes access to the networks, right to use of the radio spectrum and some working capital while the foreign partner contributes capital for new fixed assets and facilities that then become the property of the Vietnamese party at the expiry of the investment project, subject to terms and conditions of the BCC. Management control of the network remains with the Vietnamese party.

We obtained a 15-year investment license from the Ministry of Planning and Investment of Vietnam, effective in February 2005,

approving the BCC between Hutchison Telecommunications (Vietnam) S.a r.l, or Hutchison Vietnam, our indirect wholly-owned subsidiary, and Hanoi Telecom. In connection with conversion to GSM services, we relinquished our original license and received a new license for 15-years beginning from March 2008.

Under our BCC with Hanoi Telecom, we are jointly building, developing and operating a mobile telecommunications network and provide services over this network in Vietnam. Hutchison Vietnam contributes the capital and management resources towards the deployment and operation of the network. The network was formerly deployed and operated pursuant to a facility based service, or FBO, license to operate mobile communications services in the 800 MHz band. We now operate GSM services in the 900 MHz band.

Under the BCC, we and Hanoi Telecom share on an equal basis the free cash flow, defined as cumulative profits before tax after the repayment of the funding paid by Hutchison Vietnam for the development of the network and the business (determined according to a pre-agreed formula).

When we entered into the BCC with Hanoi Telecom, Vietnamese law did not permit foreign ownership in an entity that is the FBO in the telecommunications industry. Therefore, foreign investors in this sector could only invest through a BCC. Following the Investment Law and the Law on Enterprises coming into effect in 2007 and Vietnam's commitments to provide more access to foreign companies following its admission to the World Trade Organization, or WTO, Vietnamese law now permits foreign investors to own a maximum of 49 per cent of a telecom FBO incorporated under the form of a joint venture company. The parties to the existing BCCs can agree to convert the BCCs into a limited liability joint venture or joint stock company. We and Hanoi Telecom are currently considering whether to convert our BCC into a corporate structure.

Mobile telecommunications industry in Vietnam

Vietnam has a population of more than 85 million and a relatively low mobile telecommunications market penetration rate. Based on data published by the Vietnamese Ministry of Information and Communication, there are approximately 58 million mobile telephone customers, or a penetration rate of approximately 67%. However, we believe that government data includes inactive customers and, as a result, the actual penetration rate is lower.

As of the end of 2008, there were seven licensed FBOs in the mobile communications business in Vietnam comprised of four GSM networks in the 900 MHz and 1800 MHz spectrums, two CDMA networks in the 800 MHz spectrum and one CDMA network in the 450 MHz spectrum. In February 2008, G-Tel Mobile was granted a 15-year license to operate a GSM network in the 1800 MHz spectrum, bringing the total number of FBOs to seven.

Competition

We compete with GSM-based and CDMA-based mobile telecommunications operators. The three other GSM operators in Vietnam are: Vietnam Mobile Telecom Services Company, which markets its services under the "MobiFone" brand; Vinaphone Company, which markets its services under the "Vinaphone" brand; and Viettel Corporation, which markets its services under the "Vietel Mobile" brand. The CDMA competitors are EVN Telecom and S-Fone, which is an affiliate of Saigon Postel. The three GSM operators in service and EVN Telecom are wholly state-owned enterprises while Saigon Postel is a joint stock company that has entered into a BCC with SLD Telecom, which is a joint venture company among SK Telecom, LG Electronics and Dong-A Telecomm. G-Tel Mobile has entered into a joint venture with Vimpelcom.

Spectrum and mobile telecommunications networks

Our local partner, Hanoi Telecom, is a joint stock company that holds an FBO license for mobile communications services throughout Vietnam. The original FBO license was issued in February 2005 and had a term of 15 years with a frequency band at 800 MHz. We are continuing to roll out a nationwide mobile network, and have mainly engaged Nortel for the network deployment as well as maintenance and support services. In connection with the conversion to GSM services in the 800-900 MHz frequency band, we relinquished our original license and received a new license valid for 15 years beginning from March 2008.

Sri Lanka

Overview

In August 1997, we acquired a 100% interest in Hutchison Telecommunications Lanka (Private) Limited (formerly called Lanka Cellular Services (Pvt.) Ltd.), or Hutchison Lanka, which holds one of the five nation-wide mobile telecommunications licenses in Sri Lanka. We began providing mobile telecommunications services in December 1998 by setting up analog base stations around Sri Lanka's capital, Colombo. We subsequently launched GSM services in 2000 throughout the interior and southwest regions of the country. In May 2004, Hutchison Lanka launched the "Hutch" brand and commenced operating on a 100% prepaid basis. The analog network around Colombo was shut down in July 2004.

Our GSM network grew by 55% in 2008 (in terms of number of cellular mobile base stations). Our network covered approximately 70.1% of Sri Lanka's population at the end of 2008, and we had a customer base of approximately 887,000 users.

The telecommunications sector of Sri Lanka has grown significantly in the past few years, primarily as a result of a recent liberalization of the industry. However, Sri Lanka has experienced renewed civil unrest since 2007, with skirmishes between government security forces and the Liberation Tigers of Tamil Eelam. Towards the end of 2008, the government gained control over a major part of the north and east of the country. The unrest in the country, coupled with rising oil prices and the impact of the worldwide economic downturn, has led to a higher rate of inflation, affecting the living standards of the majority of Sri Lankans, including their mobile phone usage. As a result, the Sri Lankan telecommunications sector has faced decreased turnover and increased costs, leading to lower profitability.

The following table sets out certain market and operating data for the "Hutch" brand mobile services in Sri Lanka as at the dates or for the periods indicated:

Hutch Brand Mobile Services in Sri Lanka

| | As at or for the year ended December 31, | | |
|-----------------------------------------------|---------------------------------------------|-------|--------|
| | 2006 | 2007 | 2008 |
| Total customers (in thousands) ⁽¹⁾ | 559 | 1,141 | 887 |
| Growth in total customers (%) ⁽¹⁾ | 133.4 | 104.1 | (22.3) |
| Total turnover (in HK\$ millions) | 124 | 189 | 160 |
| Growth in total turnover (%) | 33.3 | 52.4 | (15.3) |
| Prepaid ARPU (in LKR) ⁽²⁾ | 378 | 294 | 175 |
| Prepaid MOU (in minutes) ⁽³⁾ | 123 | 106 | 65 |
| Prepaid Churn (%) ⁽⁴⁾ | 2.2 | 2.5 | 4.0 |

(1) Total customers comprise prepaid mobile telecommunications customers who have a SIM that has access to the network for any purpose, including voice or data services and that have not been used up or expired at end of reporting period.

(2) Prepaid ARPU is calculated as the total service revenues during the period, divided by the weighted average number of activated customers in that period, on a twelve-month weighted basis.

(3) Prepaid MOU is calculated by the total minutes carried over the network (including both inbound and outbound roaming during the period) divided by the weighted average number of activated customers for the period, on a twelve-month weighted basis. During 2008, we revised the MOU definition to exclude inbound on-net minutes, in order to better align the key performance indicators to revenue generating events.

(4) Prepaid churn represents the average of the churn rates for each month in the period, which are calculated by dividing the number of disconnections (net of reconnection and internal migration between networks) for the relevant period by the average number of customers during such period.

Products and services

Hutch Lanka presently offers only prepaid service. In addition to voice and data services, Hutchison Lanka also offers value-added services such as reload, IDD, ringback tones, international SMS, cricket alerts, call conference, call forwarding/waiting, ringtones, picture downloads, voice SMS, GPRS services and allowing subscribers to transfer credits to other subscribers wirelessly via SMS.

Sales and distribution

The Hutchison Lanka distribution structure operates through two channels: a promotion channel and a distribution channel. Promotions are conducted at many locations each month. Airtime distribution is done through the reload/top-up distribution channel. We use four main business partners to distribute SIMs, while over 80% of airtime distribution is made through reload outlets that function as retail points. We had approximately 9,210 reload outlets in Sri Lanka as at the end of 2008.

Mobile telecommunications industry in Sri Lanka

Sri Lanka has a population of approximately 21.3 million, with a mobile penetration rate of approximately 49% according to government statistics and publicly available reports. Based on internal estimates, there is strong competition among the five existing mobile telecommunications operators on tariffs, coverage and value-added services.

In recent years, the government of Sri Lanka has encouraged foreign investment in the telecommunications sector. Foreign investors are permitted to hold 100% of a mobile telecommunications operator. At present, all mobile telecommunications operators in Sri Lanka are either fully-owned or partly-owned by foreign investors. Dialog Telekom Limited, or Dialog Telekom, is 91% owned by Malaysia Telekom; Tigo (Private) Limited (previously named Celltel Lanka (Pvt) Ltd), or Tigo, is wholly-owned by Millicom International Cellular S.A.; and Mobitel (Pvt) Ltd, or Mobitel, is owned by Sri Lanka Telecom Limited, which in turn is partly state-owned and partly owned by Global Telecommunications Holdings N.V., or GTH. GTH is a wholly-owned subsidiary of Usaha Tegas Sdn. Bhd., which also wholly-owns Maxis Communications Bhd., a leading telecommunications provider based in Malaysia that operates in that country as well as in India and Indonesia. A fifth operator, Airtel, which is owned by Bharti Airtel Limited, or Bharti Airtel, commenced operations in January 2009.

Competition

There are five mobile telecommunications operators currently operating in Sri Lanka, namely Dialog Telekom, Tigo, Mobitel, Airtel and Hutchison Lanka. Based on information published by our competitors and our own internal data, Dialog Telekom is the leading operator with over 5.2 million subscribers, followed by Mobitel with 2.5 million subscribers, and Tigo with 1.9 million subscribers. Airtel commenced operations in January 2009.

Spectrum and mobile telecommunications networks

Hutchison Lanka initially operated in the 900 MHz band. In 2005 it acquired spectrum in the 1800 MHz band and now operates GSM services in the 900 MHz and 1800 MHz bands. We currently have 607 base stations in operation in all parts of Sri Lanka and are carrying out a rapid network expansion program.

Ghana

On July 11, 2008, we completed the sale to EGH International Limited, or EGH, of all of our direct and indirect equity and loan interests and intellectual property interests held through various subsidiaries in Kasapa, the operating company for our Ghana operations, for a cash consideration of HK\$583.5 million (US\$75.3 million) before costs and expenses.

We initially acquired our interest in Kasapa (formerly known as Celltel Limited) through our holding company, Kuwata Limited, and its subsidiary, Certwell Limited, in 1998.

Kasapa received a 15-year replacement license effective December 2, 2004, authorizing the provision of mobile phone service on its present 800 MHz spectrum. Kasapa commenced offering CDMA2000 1X service in September 2005, simultaneously decommissioning the AMPS analog network that it had previously been using. After the CDMA launch, geographical coverage was extended to seven of Ghana's ten regions, and a limited-mobility service targeted at homes and businesses was launched.

The following table sets out certain market and operating data for our mobile services in Ghana as at the dates or for the periods indicated:

Our Mobile Services in Ghana^{*(1)}

| | As at or for the year ended December 31, | | |
|-----------------------------------------------|---------------------------------------------|------|--------|
| | 2006 | 2007 | 2008* |
| Total customers (in thousands) ⁽²⁾ | 200 | 289 | N/A |
| Growth in total customers (%) ⁽²⁾ | 250.6 | 44.5 | N/A |
| Total turnover (in HK\$ millions) | 130 | 194 | 123 |
| Growth in total turnover (%) | 140.7 | 49.2 | (36.6) |
| Prepaid ARPU (in GHC) ^{(1),(3)} | 9.6 | 8.0 | N/A |
| Prepaid MOU (in minutes) ⁽⁴⁾ | 124 | 108 | N/A |
| Prepaid Churn (%) ⁽⁵⁾ | 2.0 | 2.9 | N/A |

* Ghana ceased to be a business segment on July 11, 2008 and as a result, we have not disclosed the key performance indicators for Ghana as at or for the year ended December 31, 2008.

- (1) Effective from July 1, 2007, the Bank of Ghana redenominated the currency in Ghana, at an adjustment of ten thousand old Ghana Cedi to one New Ghana Cedi. The new denomination has been adopted for 2007 and applied retrospectively to previous periods.
- (2) Total customers comprise prepaid mobile telecommunications customers who have used any chargeable network services within the three months prior to the end of reporting period.
- (3) Prepaid ARPU is calculated as the total service revenues during the period, divided by the weighted average number of activated customers in that period, on a twelve-month weighted basis.
- (4) Prepaid MOU is calculated by the total minutes carried over the network (including both inbound and outbound roaming during the period) divided by the weighted average number of active customers for the period, on a twelve-month weighted basis.
- (5) Prepaid churn represents the average of the churn rates for each month in the period, which are calculated by dividing the number of disconnections (net of reconnection and internal migration between networks) for the relevant period by the average number of customers at the beginning of such period.

Non-telecommunications businesses

Disposal of Vanda IT Solutions

Our non-telecommunications business was comprised primarily of the IT solutions business of Vanda IT Solutions & Systems Management Limited, or Vanda IT Solutions, and its subsidiaries. The business included sales of computer systems, provision of related systems integration services, software development and e-business services. In July 2006, we sold our 100% interest in Vanda IT Solutions and its subsidiaries, and all loans extended by us to Vanda IT Solutions and its subsidiaries through June 30, 2006, to a wholly-owned subsidiary of Hutchison Whampoa, our major shareholder. The purchase price was determined after arms-length negotiations.

Intellectual property

We have entered into a framework intellectual property rights licensing agreement with Hutchison International Limited, or Hutchison International, pursuant to which Hutchison International shall procure that certain domain names, trademarks and other intellectual property rights owned by or licensed to the Hutchison Whampoa group in relation to the telecommunications services and operations of the relevant members of our group are licensed to, and will continue to be licensed to, our group. In particular, we have arrangements with the Hutchison Whampoa group pursuant to which we have rights to use “3,” “Hutch” and “Hutchison Telecom” and other trademarks that include the word “Hutchison” or derivations of “Hutchison.” The intellectual property rights are, and will continue to be, licensed to members of our group on a royalty-free basis until the relevant change of control provisions as may be agreed between the relevant members of our group and the Hutchison Whampoa group are triggered. The relevant members of our group will bear the appropriate proportion of the total external and internal costs and expenses incurred in connection with brand management and support.

Following our sale of CGP Investments Holdings to Vodafone in May 2007, Hutchison Essar Limited, or Hutchison Essar, and its subsidiaries may continue to use the “Hutch” brand name for up to three years following completion of the sale.

Partner has a license from Orange International Developments Limited, a subsidiary of Orange plc, to use the “orangeTM” brand. Under the brand license agreement, which became effective on July 1, 1998, Partner has the exclusive right to use the “orangeTM” brand in connection with personal communications services and promoting its network services in Israel for as long as Partner is able

and legally eligible under the laws of Israel to offer telecommunications services to the public in Israel. The license is royalty-free until July 1, 2013, and the parties may negotiate the terms and fees for operating the license thereafter.

Our Vietnam operations use the “*Vietnamobile*” trademark, which is owned by Hanoi Telecom.

Licenses and network infrastructure

We are dependent on the licenses we hold to provide our telecommunications services. Further details on the issue and regulation of licenses can be found in “—Regulation.” The table below summarizes the significant licenses held by our group as at March 31, 2009 and details of their related network infrastructure:

| <u>Country and Service Area</u> | <u>License Expiration Date</u> | <u>Network Type</u> |
|---------------------------------|--------------------------------|----------------------------|
| Israel | February 2022 ⁽¹⁾ | GSM 900, GSM 1800, UMTS |
| Israel | January 2027 | Domestic fixed-line |
| Israel | April 2013 | ISP |
| Thailand (25 provinces) | N/A ⁽²⁾ | CDMA2000 1X ⁽²⁾ |
| Indonesia | N/A ⁽³⁾ | GSM 1800/UMTS |
| Vietnam ⁽⁴⁾ | March 2023 | GSM 800-900 |
| Sri Lanka | February 2012 | GSM 900/1800 |
| Ghana | December 2019 | CDMA2000 1X |
| Hong Kong ⁽⁵⁾ | October 2016 | W-CDMA |
| | November 2020 | GSM 800/900 |
| | September 2021 | GSM 1700/1800 |
| Hong Kong ⁽⁵⁾ | June 2010 | Fixed-line |
| Macau ⁽⁵⁾ | July 2010 | GSM 900/1800 |
| Macau ⁽⁵⁾ | June 2015 | UMTS |

(1) License may be renewed for additional six-year term.

(2) The licenses are held by CAT Telecom. Through Hutchison CAT, we provide marketing services to CAT Telecom. See “—Operating companies review—Thailand.”

(3) License is for an unlimited period to the extent HCPT complies with its terms and the prevailing laws and regulations.

(4) License is held by Hanoi Telecom.

(5) We ceased to have Hong Kong and Macau operations when we completed the spin-off of HTHKH on May 7, 2009.

Regulation

Our operating companies are generally subject to regulations governing the operation of their business activities. Such regulations generally take the form of industry-specific laws and regulations covering telecommunications services. The following sections describe the regulatory framework and the key regulatory developments in the countries in which we have operations.

Israel

Overview

Partner operates within Israel primarily under the Communications Law (Telecommunications and Broadcasting), 1982, or the Telecommunications Law, the Wireless Telegraphy Ordinance (New Version), 1972, or the Wireless Telegraphy Ordinance, the regulations promulgated by the Israeli Ministry of Communications and its license. The Ministry of Communications issues the licenses that grant the right to establish and operate mobile telephone services in Israel, and sets the terms by which such mobile telephone services are provided. The regulatory framework under which Partner operates consists also of the Planning and Building Law, 1965, the Consumer Protection Law, 1981, and the Non-Ionizing Radiation Law, 2006. Additional areas of Israeli law may be relevant to its operations, including antitrust law, specifically the Restrictive Trade Practices Law, 1988, the Class Actions Law, 2006, and administrative law. The Israeli telecommunications market is continuing to move toward a more liberalized environment in which various markets, such as the mobile, international services, and domestic markets and infrastructure, are gradually being opened to competition and in which government-owned monopolies are being privatized. As a result, there is a possibility of additional changes to the regulatory framework described below.

The principal law governing telecommunications in Israel is the Telecommunications Law and related regulations. The Telecommunications Law prohibits any person, other than the State of Israel, from providing public telecommunications services without a license issued by the Ministry of Communications.

Regulation by the Ministry of Communications

Current Regulations

The Ministry of Communications may amend the terms of any license and require Partner to submit details of any of its services for approval. Pursuant to Partner's license, its standard agreement with customers must be submitted to the Ministry of Communications for review and the Ministry of Communications also has the authority to review tariffs and other payments Partner charges customers. In addition, Partner must inform the Ministry of Communications 30 days prior to the activation of any new services.

The Ministry of Communications has promulgated regulations that, coupled with a change effected in the mobile telephone operators' licenses, impose a uniform call and SMS interconnect tariff. In 2004, the Ministry of Communications announced regulatory changes that significantly reduce call interconnect tariffs and SMS interconnect tariffs and limit future increases in such tariffs to changes in the Israeli Customer Price Index, or Israeli CPI. Further review of these tariffs by the Minister of Communications is expected.

On March 29, 2005, the Telecommunications Law was amended to require that the Minister of Communications implement a mobile number portability plan and, separately, a fixed-number portability plan, each by September 1, 2006. The number portability plan mandated by law was launched by all telecommunications operators on December 1, 2007. The Ministry of Communications has notified Partner, as well as the other operators, that it is considering imposing monetary sanctions on relevant telecommunication license holders, including Partner, for failing to implement number portability by September 2006. Partner responded to this notice by asserting that the delay resulted from the Ministry of Communications' failure to adequately plan and design the number portability plan. Nonetheless, Partner may be exposed to substantial monetary sanctions and further legal claims.

In January 2007, the Ministry of Communications published a policy on VOB services. The policy, among other things, allows licensed third parties to access the infrastructure of Bezeq and HOT to provide VOB services to customers, charging customers directly, with no need to pay usage fees to the access owner. Partner's domestic fixed-line license was amended in February 2007 in accordance with this policy.

In January 2007, the Telecommunications Law was amended to provide that the Ministry of Communications may impose significant monetary sanctions on license holders that breach provisions of their licenses, if that breach causes, or may cause, significant harm to the public or to competition.

In August 2007, the Ministry of Communications notified Partner that it could no longer offer tariff plans based on one-minute billing units or other billing units longer than twelve seconds and amended its license accordingly. Effective January 2009, Partner must base its tariff plans on one-second billing units.

In 2008, the Consumer Protection Law was amended. Under the amended law, commencing in January 2009, operators are obligated, upon the expiry of a limited duration contract with a customer, to discontinue services to the customer after the expiry date, unless the price of services to be provided after the expiry date was set in advance or unless the operator obtained the customer's consent to continue to provide these services.

In August 2008, the Ministry of Communications adopted the majority of the recommendations published in March 2008 by the Grunau Committee. The adopted recommendations include to: accelerate the procedures necessary to allow the entry of MVNOs and additional infrastructure-based operators to the cellular market; publish a WIMAX frequencies tender for cellular use; examine interconnect fees and further revise them accordingly during 2009; negotiate a reduction of inbound and outbound roaming tariffs with the European Union, the European Union member states, and other countries frequently visited by Israelis; regulate charges for mobile-originated international calls; and prohibit linkages between cellular services transactions and handset purchase transactions. Another recommendation is to unbundle Bezeq's network and alleviate some of the restrictions currently imposed on Bezeq and its subsidiaries with respect to the offering of integrated service packages.

In February 2009, the Ministry of Communications published a policy regarding the allocation of bandwidth in the WIMAX spectrum. According to the policy, incumbent cellular operators would not be allowed at this point to participate in the WIMAX 2.5 GHz frequency tender, which will be open mainly to new entrants to the telecommunications market. The Ministry has begun to allocate bandwidth in the WIMAX spectrum.

Regulatory changes presently under consideration

In March 2007, the Ministry of Communications initiated a review to determine whether to allow MVNO operators to enter the Israeli telecommunications market. Upon completion of the review in August 2007, the recommendations made to the Ministry of Communications were to permit the MVNOs into the Israeli cellular market by granting them licenses, and encouraging negotiations between potential virtual operators and the existing cellular operators without the intervention of the Ministry of Communications. In March 2008, the Grunau Committee recommended acceleration of the regulatory process required for the entry of MVNOs into the mobile market and this recommendation was later adopted by the Ministry of Communications. In addition, a private bill was introduced to facilitate MVNOs' entry into the Israeli cellular market. In January 2009, the Ministry of Communications began conducting hearings regarding the draft MVNO license and regulations and Partner submitted its position in February 2009.

In October 2007, the Ministry of Communications recommenced hearings to consider a prohibition on mobile phone operators from linking handsets sales to various customer benefits, including air time.

The Ministry of Communications is evaluating the cost of roaming and may introduce new regulations that would limit roaming fees charged by Israeli mobile phone companies. These new regulations could limit Partner's charges on calls made by foreign customers in Israel using Partner's network as well as charges for calls that Partner's customers make using their handsets abroad. Because roaming charges are a significant source of revenue, these regulatory limits could adversely affect Partner's revenues. The Ministry of Communications has requested additional and more specific international roaming data from the cellular companies.

Partner's license

No person, other than the State of Israel, may provide public telecommunications services in Israel without a license issued by the Ministry of Communications.

On April 7, 1998, the Ministry of Communications granted Partner a general license to establish and operate a mobile telecommunications network in Israel for a period, following an amendment to the license in June 2002, of 20 years from February 1, 2002. Partner paid a fee and associated costs totaling approximately NIS 1,571 million for the license. In the December 2001 spectrum auction in Israel, Partner was awarded additional spectrum (GSM 1800 MHz spectrum and UMTS third-generation 1900 MHz and 2100 MHz spectrum). Partner's license was amended to include the terms relevant to the additional spectrum. The license amendment cost Partner NIS 180 million for the GSM 1800 spectrum, payable in two installments, and NIS 220 million for the UMTS third-generation spectrum, payable in six installments. Partner's license may be extended for an additional six-year period upon request to the Ministry of Communications and confirmation being received from the Ministry that certain performance requirements have been met. Partner may also request renewal of its license for successive six-year periods thereafter, subject to regulatory approval.

Partner must pay royalties to the State of Israel every quarter based on its chargeable revenues, as defined in the relevant regulation, from mobile telecommunications services. In November 2004, the Ministry of Communications announced that from January 2006 the rate of royalties payments will be reduced annually by 0.5%, from 3.5% to a final level of 1%. For 2007, the rate was 2.5%, for 2008, the rate was 2% for 2009, the rate is 1.5%, and for 2010, the rate will be reduced to the final level of 1%.

Partner's license also requires it to interconnect its mobile telephone network to other telecommunications networks operating in Israel, including that of Bezeq, the other mobile telecommunications operators and the international telecommunications operators in Israel. Conversely, Partner must allow other telecommunications operators to interconnect to its network.

Under the terms of its license, Partner must operate a telephone information service that provides telephone listings for its customers. It must also share its telephone customer listing information with other operators for their use in their telephone information systems.

Partner's license also requires that telephone calls that are directed to its customers' voicemail must include an announcement that the call is being directed to voicemail. Partner is not allowed to charge for a call terminated within one second after the announcement is made. This regulation became effective in January 2007 and has adversely affected Partner's financial results.

As a condition of its license, Israeli entities from among Partner's founding shareholders and their approved substitutes must hold at least 5% of its issued and outstanding share capital and of each of its means of control. "Israeli entities" are defined as individuals who are citizens and residents of Israel and entities formed in Israel and controlled, directly or indirectly, by individuals who are citizens and residents of Israel, provided that indirect control is only through entities formed in Israel, unless otherwise approved by the Israeli Prime Minister or the Minister of Communications. Partner's founding shareholders and their approved substitutes must hold, in the aggregate, at least 26% of each of Partner's means of control. Partner's license provides restrictions on changes of control and on the direct or indirect transfer of 10% or more of any means of control in Partner, such as voting or other control rights. The Ministry of Communications takes into account indirect interests in Partner when calculating whether someone has 10% or more of the means of control in Partner. At least 10% of Partner's board of directors must be appointed by Israeli entities, as defined above, provided that if the board is comprised of up to 14 members, only one such director must be so appointed, and if the board of directors is comprised of between 15 and 24 members, only two such directors must be so appointed. The Minister of Communications is entitled to appoint an observer to the board of directors and its committees, subject to certain qualifications and confidentiality undertakings.

Partner's stock was initially listed on NASDAQ and the London Stock Exchange in October 1999 and on the Tel Aviv Stock Exchange in July 2001. Partner discontinued its listing on the London Stock Exchange in March 2008. In connection with Partner's initial public offering, its license was amended by the Ministry of Communications to provide that certain transactions related to a public offering would not be considered a transfer of any means of control. If publicly traded shares or share equivalents, such as ADSs, are transferred in breach of the license restrictions, Partner must notify the Ministry of Communications and request the consent of the Minister of Communications within 21 days of learning of the breach. In addition, should a shareholder, other than a founding shareholder, breach these or other restrictions without obtaining the consent of the Minister of Communications, its shareholdings may be converted into dormant shares, which would have no rights other than the right to receive dividends and other distributions to shareholders and to participate in rights offerings.

The existence of shareholdings that breach the restrictions of Partner's license in a manner that could cause them to be converted into dormant shares, or may otherwise provide grounds for the revocation of Partner's license, will not serve, in and of themselves, as the basis for the revocation of the license so long as, among other conditions, the principal shareholders of Partner continue to hold in the aggregate at least 26% of the means of control of Partner.

In May 2004, the Ministry of Communications approved the restructuring and the indirect transfer of shares in Partner by Hutchison Whampoa as a result of our listing on the Main Board of the SEHK and the New York Stock Exchange, or NYSE. The Ministry of Communications confirmed that, following the listings and for so long as the Hutchison Whampoa group remains our single largest shareholder and retains at least 30% of our total issued share capital, it will not be a breach of Partner's license if any person transfers or acquires shares in our company that would constitute an indirect transfer or acquisition of means of control in Partner requiring the prior consent of the Ministry of Communications without such prior consent having been obtained. As a condition to this approval, our board of directors, promptly after becoming aware of such transfer or acquisition, must notify Partner and, in accordance with our articles of association, suspend specified voting rights conferred by those shares. The specified rights are the voting rights attaching to those shares on any resolution or matter before a general meeting of our company that concerns the activities of Partner or the appointment of a director or managing director of Partner, and the voting rights of any of our directors who

has been appointed by or at the direction of the holder of those shares to our board of directors on any resolution or matter before a meeting of our board of directors that concerns the activities of Partner or the appointment of a director or managing director of Partner. Such a suspension or voting rights is required to remain in place until the grant or obtaining of any approvals of the Ministry of Communications required under Partner's license.

Partner's license generally prohibits cross-control or cross-ownership among competing mobile telecommunications operators without a permit from the Ministry of Communications.

During a period of emergency, control of Partner's mobile radio telecommunications system may be assumed by any lawfully authorized person for the security of the State of Israel to ensure the provisions of necessary service to the public, and some of the spectrum granted to Partner may be withdrawn temporarily. In addition, Partner's license requires it to supply certain services to the Israeli defense and security forces. Furthermore, certain of Partner's senior officers are required to obtain security clearance from Israeli authorities.

Matters relating to national security may only be dealt with by a board committee formed for that purpose. The committee must include at least 4 members, out of which at least one must be an external director. Only directors with the required security clearances issued by the Israeli government and those deemed appropriate by Israel's General Security Service may be members of this committee. Resolutions adopted by this committee shall be deemed as if adopted by the board of directors.

In March 2007, Partner's license was amended to include a requirement that it may not provide its customers with access to services for which there is a significant charge unless the customer has specifically requested access to such service. Partner must also inform customers of their ability to block access to such services.

Partner's license was amended effective September 2007 to require it to use billing units of no longer than twelve seconds, and on January 1, 2009, the license was further amended to require billing units of no longer than one second. In addition, in March 2008, Partner's license was amended to require it to shorten the commitment period in its standard subscriber agreements with non-business customers to 18 months and to offer other effective rate plans without a commitment period.

Partner's license was further amended in October 2008, effective January 1, 2009 obligating it to set fixed tariffs for certain services determined by the Ministry of Communications in limited duration agreements with non-business customers and prohibiting Partner from raising tariffs during the agreement period.

ISP license

In March 2001, Partner received a special license issued by the Ministry of Communications, allowing it, through its own facilities, to provide Internet access to both mobile and fixed network customers. The license has recently been renewed and is valid until April 2013. Partner began supplying commercial ISP services as of the first quarter of 2009.

NTP license

In February 2007, Partner received a special license from the Ministry of Communications that allows it to provide certain telecom services, including providing and installing equipment and cabling, representing customers with local fixed-line operators, and establishing and operating control facilities within a customer's premises. This license is valid until February 2012.

Other licenses

The Ministry of Communications has granted Partner a trade license pursuant to the Wireless Telegraphy Ordinance. This license regulates issues relating to servicing and trading in equipment, infrastructure and auxiliary equipment for Partner's network.

Partner has also been granted a number of encryption licenses that permit it to handle data encryption, as provided in the aforementioned licenses, within the framework of providing mobile radio telephone services to the public.

Domestic Fixed-Line License. In January 2007, the Ministry of Communications granted a subsidiary of Partner a license to provide domestic fixed-line telecommunications services. The license expires in twenty years but may be extended by the Ministry of Communications for successive periods of ten years provided that the licensee has complied with the terms of the license and has acted consistently for the enhancement of telecom services. The license was amended in February 2007 to allow Partner to access the infrastructure of Bezeq and HOT to provide VOB services to customers, charging customers directly, without paying usage fees to the access owner.

Transmission License. Following Partner's purchase of a fibre-optic transmission business from Med-1 I.C. 1 (1999) Ltd, or Med-1, in March 2006, the Ministry of Communications granted Partner in August 2006 a special license to provide transmission and data communications services. This special license permits digital transmission services to be provided over fixed lines so that Partner's customers can create a data-link between customer sites and between the site of one customer and that of another. The special license also permits Partner to charge its customers for this service and to lay, install, and connect cable to support the digital transmission services. The special license was valid through July 2007 and has been added as a service in Partner's domestic fixed-line license.

Antenna and other permits

The Ministry of the Environment is empowered to grant erection and operation permits for Partner's antennas. For most of its antennas, Partner must also obtain a building permit from local licensing authorities. The construction of Partner's antennas may also be subject to the approval of the Civil Aviation Administration and the Israeli Defense Forces. Like other mobile telecommunications operators in Israel, Partner has experienced difficulties in obtaining some of these consents and permits, especially from local building authorities. As at December 31, 2008, less than 10% of Partner's antenna sites were operating without local building permits or applicable exemptions. A portion of these are microsites, which can be removed or repositioned at relatively low cost and with minimal effect on Partner's network capacity. Operating network sites without building or other required permits may result in criminal or civil liability to Partner or its officers and directors. Partner believes that a portion of the sites operating without permits from local authorities do not require local building permits under applicable law. In addition, some of the building permits are not compatible with the antenna sites for which they were obtained. If Partner continues to experience difficulty in obtaining approvals for the erection of antenna sites, this could adversely affect Partner's existing network, delay the erection of additional antenna sites to its network and adversely impact its 3G network. This difficulty could have an adverse effect on the extent, quality and capacity of Partner's network coverage and its ability to continue to market its products and services effectively. Partner's inability to resolve these issues in a timely manner could also prevent it from achieving or maintaining the network coverage and quality requirements contained in its license.

The Non-Ionizing Radiation Law (2006) became effective on January 1, 2007 and defines the various powers of the Ministry of the Environment as they relate to, among other things, the granting of permits for antenna sites, standards for permitted levels of non-ionizing radiation emissions and reporting procedures. Pursuant to this law, a request for an operating permit from the Ministry of Environment with respect to either new sites or existing sites requires a building permit for such sites. If Partner continues to face difficulties in obtaining building permits from local planning and building committees, it may also fail to obtain operation permits from the Ministry of Environment. Operation of an antenna site without a permit from the Ministry of Environment may result in criminal and civil liability to Partner or to its officers and directors.

In addition, Partner set up several hundred small communications devices, called wireless access devices, pursuant to a provision in the Communications Law (Telecommunications and Broadcasting), 1982, which exempts such devices from the requirement to obtain a building permit. Recently, several claims were filed asserting that the exemption does not apply to cellular communications devices. In response to these various complaints, different local courts have issued conflicting judgments, which have been appealed. Recently, a district court ruling adopted the position that the exemption does not apply to cellular communications devices. Partner and the competing cellular companies filed a request to appeal this ruling to the Supreme Court. The Attorney General has also filed an opinion regarding this matter stating that the exemption does apply to cellular communications devices. A petition has been filed with the High Court of Justice seeking to annul the Attorney General's opinion. The Supreme Court has not yet ruled on this matter. In addition, a recent district court ruling adopted the position that wireless access devices must be installed on the highest level of a building that constitutes the rooftop, and cannot be installed on the same level as a residence or another level which people regularly visit. Partner has installed devices which do not satisfy the position adopted by this district court ruling. Should a definitive judgment hold that the exemption does not apply to cellular devices or that devices must be installed on the highest level of a building that constitutes the rooftop, Partner may be required to remove its existing devices and may not be able to install new ones on the basis of an available exemption, which would negatively impact Partner's network capacity.

Furthermore, a number of local planning committees have recently claimed that, in accordance with National Building Plan 36, or the Plan, they may not grant permits for 3G cellular sites, since the frequency ranges covered by the Plan do not include 3G frequencies. This claim is not presently being individually adjudicated, however, it is at issue in other pending litigation. In addition, the government is currently considering amendments to the Plan that may impose additional restrictions and/or requirements for the construction and operation of cell sites that could, if adopted, negatively affect Partner's ability to construct new sites and expand coverage.

Partner's potential liability in connection with alleged health risks relating to antenna sites or in connection with alleged depreciation in the value of nearby properties as a result of the building of antenna sites may be increased as a result of a number of recent developments. Under the Non-Ionizing Radiation Law, the National Council for Planning and Building requires indemnification undertakings by mobile phone companies as a precondition for obtaining a building permit for a new or existing antenna site that requires such a permit. The National Council has decided that until the Plan is amended to reflect a different indemnification amount, mobile phone companies will be required to indemnify the committees in full against all losses resulting from claims against a committee for reduction in property values. Thus, at present, in order to obtain a building permit for a new or existing antenna site, Partner must provide full indemnification for any reduction of property value related to its antenna sites. Partner cannot predict whether the legal requirement to provide full indemnification will be adopted in the amended Plan, nor can it predict when the Plan will be amended. As of December 31, 2008, Partner has provided 307 indemnification undertakings to local authorities. These developments may have a material effect on Partner's financial condition and results of operations, as well as plans to expand and enhance network coverage.

Like other mobile telecommunications operators in Israel, Partner provides repeaters, also known as bi-directional amplifiers, to customers seeking an interim solution to weak signal reception within specific indoor locations. These repeaters, installed by Partner at the customers' premises upon their request, consist of an indoor box attached to a small outdoor antenna of between 40 and 70 cm (approximately one to two feet) and receive signals from a network antenna site and then amplify the signals within a specific room or rooms. The radiation emission from these outdoor antennas is comparable to that of a handset that is transmitting a signal. In light of the lack of a clear policy of the local planning and building authorities, and in light of the practice of most other mobile telecommunications operators, Partner has not requested permits under the Planning and Building Law for the repeaters. However, Partner has received approval from the Ministry of Communications to connect the repeaters to its communications network and has received from the Ministry of the Environment permits for all the repeaters. If local planning and building authorities determine that permits are necessary for the installation of the repeaters, or any other receptors which Partner believes do not require a building permit, it may negatively impact Partner's ability to obtain the relevant permits.

Partner has received approval from the Ministry of Communications to sell and distribute the handsets and other terminal equipment that it sells. In addition, under the new Non-Ionizing Radiation Law, the Ministry of the Environment may also regulate handsets sales in Israel. Certain types of devices that are radiation sources, including mobile phone handsets, have been exempted from the requirement to obtain an approval from the Ministry of Environment, so long as the radiation emitted by these devices does not exceed the radiation level permitted under the Non-Ionizing Radiation Law. However, since June 15, 2002, Partner has been required to provide handsets purchasers with information on the specific absorption rate of the handsets as well as the handsets' compliance with certain standards pursuant to a regulation under the Consumer Protection Law.

Hong Kong

Overview

Hong Kong's telecommunications regulatory regime is considered pro-competition and pro-consumer. The Telecommunications Authority is a public officer appointed by the Chief Executive under the Telecommunications Ordinance (Chapter 106 of the Laws of Hong Kong), or the Telecommunications Ordinance. The Telecommunications Authority is supported by OFTA, the executive arm of the Telecommunications Authority.

The Telecommunications Ordinance, together with subsidiary legislation such as the Telecommunications Regulations and various statements, guidelines and codes of practice issued by the Telecommunications Authority, operate to form the overall regulatory landscape of Hong Kong's telecommunications industry. The Communications and Technology Branch of the Commerce and Economic Development Bureau of Hong Kong, or CEDB, is responsible for developing the telecommunication policies for Hong Kong and monitors the overall regulatory regime. The industry itself also plays a role in the development of the regulatory environment. OFTA regularly issues consultation papers to solicit views of the public and industry in respect of proposed guidelines and regulations that would subsequently form part of the regulatory framework governing Hong Kong's telecommunications market.

Acquisitions and mergers of telecom carriers in Hong Kong are subject to the merger control regime under the Telecommunications Ordinance. There are no specific investment restrictions on foreign companies wishing to invest in Hong Kong-based telecommunications operators or service providers. However, OFTA's guidelines generally require that license applicants are companies incorporated or registered under the laws of Hong Kong.

Licensing framework

The Telecommunications Ordinance sets out the overall licensing framework for Hong Kong's telecommunications market. Essentially, no person may establish or maintain any means of telecommunications without an appropriate license. The Telecommunications Regulations and the Telecommunications (Carrier Licenses) Regulation set out the prescribed forms of licenses that may be issued under the Telecommunications Ordinance.

Spectrum allocation

The Telecommunications Authority has the power to allocate frequencies and bands of frequencies in all parts of the radio spectrum used in Hong Kong, and he is obligated to promote the efficient allocation and use of the radio spectrum as a public resource of Hong Kong. The title to all radio frequencies remains with the Hong Kong government.

Spectrum policy review

The CEDB issued a statement in April 2007 after concluding its review of the government's spectrum policy and promulgating the "Radio Spectrum Policy Framework" for future spectrum management. The framework stated that the government would employ,

as far as possible, a market-based approach in future spectrum management. As a general guideline, spectrum that may be available to the market will be assigned by way of auction or other open bidding process. Spectrum use for non-government use would be subject to payment of spectrum utilization fees.

Review of fixed and mobile convergence

OFTA has reviewed the existing regulatory framework in view of the growing convergence of fixed and mobile services. It conducted a public consultation on fixed and mobile convergence in 2006. Topics included the current fixed/mobile interconnection regime and its charging arrangement, unified licensing for fixed, mobile and convergent services and fixed/mobile number portability. OFTA issued its decision statement in April 2007 and stated that OFTA would withdraw with effect from April 2009 the regulations on the asymmetrical fixed and mobile interconnection arrangement whereby mobile operators are required to pay interconnection charges to fixed operators in respect of calls originated from or terminated at mobile networks. The regulations were withdrawn as planned with effect from April 27, 2009, and the obligation to pay interconnection charges is now determined by commercial agreements between fixed and mobile operators. With respect to fixed/mobile number portability, the government recently conducted a public consultation on the possibility of operators introducing this on a voluntary basis.

Broadband wireless access

In December 2007, OFTA issued its decision statement regarding the licensing framework for the deployment of broadband wireless access. Further to its decision statement, in January 2009, OFTA conducted an auction of 90 MHz of spectrum in the 2.3GHz band and 190 MHz to 240 MHz of spectrum in the 2.5 GHz band for broadband wireless access service, and four blocks of radio spectrum of 30 MHz each in the 2.5.GHz band were auctioned to existing mobile operators, one of which is a jointly-controlled entity with Hong Kong Telecommunications (HKT) Limited.

Licensing of Mobile Television

Following the conclusion of a consultation on the development of mobile television services, the Hong Kong government recently announced that it will (subject to the negative vetting process of the legislative council) release the following spectrum for auction in the latter half of 2009: a single block of 8 MHz in the 678 to 686 MHz frequency band, also known as Channel No. 47 in UHF band, and 2 blocks of 1.5 MHz each in the 216.160-217.696 MHz and 217.872-219.408 MHz frequency band, also known as Channel Nos. 11A and 11B in Band III, for the provision of mobile TV service.

Unified Carrier License

CEDB and OFTA issued separate consultation papers in December 2007 on the creation of a unified carrier license and the proposed licensing framework of such a license, respectively. The unified carrier license aims at unifying the licensing conditions of fixed and mobile operators. Existing fixed and mobile operators would be able to migrate their current licenses to the unified carrier license on a voluntary basis. The government began to issue unified carrier licenses in late 2008.

Licenses

Prior to the spin-off of HTHKH, we provided 3G and 2G mobile services under Unified Carrier License No. 004, which replaced (by way of conversion done in December 2008) all of our previous mobile carrier licenses for 3G and 2G services.

We used W-CDMA network technology for our 3G mobile telecommunications service. Under the license, we were permitted to provide 3G service in the 1900-2200 MHz radio spectrum band for Hong Kong for 15 years until October 15, 2016. Under the license, we, like other 3G licensees, were subject to open network access requirements to make available up to 30% of the capacity of our networks for use by non-affiliated MVNOs. The network capacity is determined as the sum of the capacities of the installed base

station equipment plus the extra capacity that can reasonably be deployed through the addition or reconfiguration of base station equipment in a prescribed period of time. However, this does not impose an obligation on the licensees to deploy additional carriers or base station sites. With respect to 3G service in the 1900-2200 MHz radio spectrum band, our annual spectrum utilization fee was the higher of 5% of our network turnover or a progressively increasing prescribed flat fee (which was set at HK\$8.4 million (US\$1.1 million) for 2009). The license requires 3G licensees to adopt separate accounts for their network and service operations in accordance with a prescribed accounting manual.

We used GSM network technologies for our 2G mobile operations in Hong Kong. Under the license, we were permitted to provide 2G service in the 800/900 MHz radio frequency band for 15 years until November 2020, and 2G service in the 1700/1800 MHz radio frequency band for 15 years until September 2021. Both the 800/900 MHz spectrum and 1700/1800 MHz spectrum are subject to the payment of spectrum utilization fees, which is set at the rate of HK\$145,000 (US\$18,710) per MHz per annum for the initial five years. Thereafter, it is set at the higher of 5% of annual network turnover in respect of the spectrum or HK\$1.45 million (US\$0.19 million) per MHz per annum.

Prior to the spin-off of HTHKH, we, through a jointly-controlled entity with Hong Kong Telecommunications (HKT) Limited, successfully bid for a total of 30 MHz of radio spectrum in the 2.5 GHz band at a total spectrum utilization fee of HK\$518 million (US\$66.8 million). The unified carrier license for this spectrum was issued to the jointly-controlled entity in March 2009.

Fixed-line licenses

In June 1995, OFTA awarded us a fixed telecommunications network services (FTNS) license to provide fixed-line telecommunications network services in Hong Kong. Following the completion of the spin-off of HTHKH, the Hong Kong fixed-line telecommunications business is no longer one of our business segments.

The license is valid for 15 years from June 30, 1995 and we may apply for a UCL upon the expiry of the current FTNS license to continue the operation of the fixed-line business. The license authorizes us to offer basic voice services, data services, integrated services digital network, or ISDN, which supports the transmission of voice, data and images over conventional telephone lines, fast packet switch and intelligent network services.

In addition to the FTNS license, prior to the spin-off of HTHKH, we also held various public non-exclusive telecommunications service (PNET) licenses used in other areas of our fixed-line telecommunications business, including for our data center and broadband services. The term of each of these licenses is one year and is renewable annually subject to payment of the relevant renewal fees.

Key industry regulatory issues

Interconnection

The Telecommunications Authority may prescribe interconnection obligations or otherwise attach them to a license as conditions. Additionally, OFTA has provided statements setting out configuration and principles for interconnection arrangements. The Telecommunications Authority also has the power to determine the terms and conditions of interconnection which may include any technical, commercial and financial terms and conditions as the Telecommunications Authority considers fair and reasonable.

Fixed-line interconnection

The interconnection obligations under an FTNS license require the license holder to:

- interconnect its network with other licensed networks and, where directed by the Telecommunications Authority, with other licensed telecommunications networks and services;
- use all reasonable endeavors to ensure interconnection is carried out promptly, efficiently and at charges that are reasonable; and

- provide facilities and services reasonably necessary for prompt and efficient interconnection.

Fixed-line interconnection is divided into two types based upon the physical modes of interconnection as follows:

- **Type I**—interconnection between network gateways; and
- **Type II**—interconnection at a point on the local loop.

The mandatory requirement of Type II interconnection for local fixed-line telecommunications services at the telephone exchange level was withdrawn in June 2008. After June 2008, mandatory Type II interconnection continues to be maintained as a safety net in buildings in which it is not technically feasible or economically viable for an operator to roll out its customer access network. In addition, Type II interconnection continues to be maintained in respect of copper-based local loops at the street level and copper wires of in-building systems.

External gateway and local network interconnection

Prior to the spin-off of HTHKH, we operated a number of external gateways to connect to overseas telecommunications carriers via submarine and overland cables. The external gateways are connected to the local public switched telephone network, or PSTN, by backhaul cables. We have concluded bilateral agreements with more than 40 overseas telecommunications operators on routing of external traffic to and from Hong Kong. We used our external gateways to deliver our IDD and international bandwidth services as well as to support wholesale business for other external telecommunications services licensees and overseas telecommunications operators.

Tariff setting

The Telecommunications Ordinance does not contain any express provisions regulating retail tariffs or setting principles as to initial tariffs. It does, however, require licensees to publish tariffs in accordance with the requirements of their respective license or directions issued in writing by the Telecommunications Authority. In addition, various requirements are imposed on licensees which are dominant in any particular market.

The general conditions of a FTNS license set out a more stringent framework with respect to licensees that are dominant in a particular market. Prior to January 2005, PCCW was the only fixed-line carrier in Hong Kong deemed to be dominant. OFTA issued a statement in January 2005 that revoked the tariff approval requirements applicable to PCCW and converted PCCW's FTNS license to a new fixed carrier, or FC, license. Under the new FC license, PCCW is no longer presumed to be dominant in any market sector and any alleged abuse of dominant position will be assessed on a case-by-case basis in an ex-post manner. Along with the removal of the presumption of dominance, the FC license also allows PCCW to offer discounts to its published tariffs subject to a 24-hour advance notification to OFTA.

Internet telephony

On January 6, 2006, OFTA introduced a new Service-Based-Operator, or SBO, license for the provision of Internet Protocol, or IP, telephony services. An SBO license is a service-based license operated under a two-class (Class 1 & Class 2) regulatory regime for the provision of IP telephony services. Class 1 services are those services that have all the attributes of conventional telephone services, and licensees under Class 1 are required to fulfill the licensing conditions of the fixed telecommunications network services / fixed carrier licenses relevant to the provision of local voice telephony services. Class 2 services are those services that do not have all the attributes of conventional telephone services, and Class 2 licensees are only subject to minimal licensing conditions with the main purpose to protect consumer interests and safeguard competition. An SBO license is valid for one year and is renewable on an annual basis.

Existing FTNS licensees are allowed to provide Class 1 services with their existing licenses. If an FTNS operator wishes to operate Class 2 services, it may apply to the Telecommunications Authority for the amendment of its license which has incorporated the appropriate special conditions that waive the applicability of certain license conditions to the operation of Class 2 services.

Regulatory enforcement

The Telecommunications Authority may at any time revoke, suspend or cancel a license or vary the conditions thereof by a notice served in writing on the licensee or by public notice. Additionally, the Telecommunications Authority may impose a financial penalty on a licensee where the licensee breaches any of its license conditions, any provision of the Telecommunications Ordinance or any regulation made thereunder or any direction issued in respect of the licensee by the Telecommunications Authority. Upon application to a court, a financial penalty may be as high as 10% of the turnover of the licensee in the relevant telecommunications market in the period of the breach, or HK\$10 million, whichever is higher. If any person is aggrieved by a decision of the Telecommunications Authority with regards to competition matters, an appeal may be made to the Telecommunications (Competition Provisions) Appeal Board.

Macau

The telecommunications sector in Macau is regulated by the DSRT. Prior to the spin-off of HTHKH, we held a license, which expires on July 8, 2010, that allowed us to operate in the GSM 900 and GSM 1800 spectrums.

We were one of three operators awarded a 3G license in October 2006 to operate W-CDMA service in Macau. The 3G license for Macau was issued to us with effect from June 5, 2007 and is for a period of eight years. In compliance with the terms of the license, we commercially launched 3G services on October 16, 2007.

DSRT has recently invited applications for the award of the fourth 3G license.

Thailand

Overview

The NTC, which is the regulatory body responsible for administering the Telecommunications Business Act 2001, or TBA, was established on October 1, 2004. The NTC regulates telecommunications matters in Thailand and has enacted a number of subordinate regulations to implement the provisions of the TBA, including regulations governing interconnection, standard mobile service contracts and customer complaint process.

The inherited concession system

Up until the enactment of the TBA on November 17, 2001, Thai law reserved to the government the right and authority to install, maintain and provide telegraph and telephone services within Thailand. These rights were initially assigned to the Post and Telegraph Department and later assumed by two governmental bodies, CAT Telecom and TOT Corporation Public Company Limited (the successor to the telecommunications business operations of the former Telephone Organization of Thailand), or TOT Corporation, each of which was established under its own statute. Between them, the Post and Telegraph Department, CAT Telecom and the TOT Corporation regulated the Thai telecommunications industry, with the Post and Telegraph Department being responsible for spectrum allocation and the issuance of licenses required under the Radio Communications Act 1955 for the ownership or use of radio frequency equipment.

CAT Telecom was entitled to conduct telecommunications operations in its own right. However, in many cases private-sector technical expertise and capital were required to establish and operate mobile telecommunications networks. This was achieved through the award of "concessions," contracts to build and operate telecommunications networks, which typically required the concession holder to transfer ownership of the network to CAT Telecom. During the period of a concession, CAT Telecom invariably

receives a percentage of revenues derived from the operation of the telecommunications business authorized by the concession. The ability of CAT Telecom to grant concessions ceased on March 8, 2000, on the enactment of the Act on Organizations Allocating Frequency Spectrum and Regulating Radio and Television Broadcasting and Telecommunications of Thailand, or the Frequency Act, and CAT Telecom no longer has a regulatory role.

Our business operations in Thailand are conducted mainly through two entities, Hutchison CAT and BFKT. Hutchison CAT provides exclusive marketing services to CAT Telecom in respect of CAT Telecom's mobile telecommunications services in central Thailand, an area that covers 25 of Thailand's 76 provinces. BFKT leases mobile telecommunications equipment and accessories to CAT Telecom and provides CAT Telecom with support and maintenance services in respect of the equipment and accessories. The provision of these services does not require either Hutchison CAT or BFKT to obtain any approval or concession granted by either CAT Telecom or the TOT Corporation. However, BFKT holds approvals granted by the NTC, which allow it to own the mobile telecommunications equipment and accessories that it has leased to CAT Telecom.

Regulatory framework

On August 3, 2005, the NTC issued regulations on the issuance of licenses and licensing criteria. Subsequent to the issue of these regulations, TOT Corporation and CAT Telecom were granted telecom business licenses on August 4, 2005 that covered the telecommunication services that these two companies had been offering prior to the enactment of the licensing regulations, including the CDMA mobile communication services offered by CAT Telecom.

Under the transitional provisions of the TBA, concessionaires of CAT Telecom or TOT Corporation are allowed to continue operating their telecommunications businesses in accordance with the rights under their existing concessions prior to the TBA coming into force until termination of such concessions. Concessionaires will have the ability to convert their concessions to licenses under the TBA but are not compelled to do so.

If a concessionaire wishes to convert its concession to a license, it is likely to be bound by the foreign ownership restrictions of the TBA, which are presently more restrictive than those applying to many concessionaires. There is considerable uncertainty regarding the manner in which concessions may be converted to licenses, as conversion is likely to put to an end the revenue sharing arrangements that provided significant revenue streams for CAT Telecom, and the requisite consent of CAT Telecom is unlikely to be provided unless satisfactory compensation is provided for the loss of ongoing revenue.

While we have been advised by Thai legal counsel that our current business activities do not constitute a telecommunications business that requires a license pursuant to licensing regulations, the NTC may potentially interpret that some of our existing business activities in Thailand as a telecommunications business, which could require Hutchison CAT or BFKT to obtain one of three types of licenses required to be held by an operator of a telecommunications business. Such licenses are subject to restrictions on foreign investment that Hutchison CAT and BFKT may not be able to meet.

Interconnection

In 2006, the NTC issued a regulation on interconnections to require billing on a cost-oriented basis. Under the new regime, per-minute interconnection charges will be payable, and the existing access charge regime, under which interconnection charges are calculated by reference to the number of customers and/or revenues of the operator and are payable to TOT Corporation, is expected to be replaced. However, in August 2007, TOT Corporation filed a lawsuit seeking the revocation of the new regime.

In November 2007, TOT Corporation also filed lawsuits against CAT Telecom, Total Access Communications and True Move Company Limited, alleging that they had failed to pay THB15 billion in access charges.

In December 2007, the NTC approved interconnection rate charges for CAT Telecom under the new regime. CAT Telecom is currently negotiating definitive agreements with other telecommunications operators to implement these new interconnection rate charges.

In December 2007, Total Access Communications filed a complaint with the NTC against CAT Telecom alleging that it had failed to enter into an interconnection contract with Total Access Communications in accordance with the NTC's interconnection regulations. CAT Telecom counterclaimed alleging unfair competition based on excessively high interconnection rate charges by Total Access Communications that are in violation of NTC rules that require rates to be determined on a cost-oriented basis. The NTC granted Total Access Communications and CAT Telecom permission to negotiate a compromise on interconnection rate charges, but the parties could not reach a settlement. The NTC thus appointed the Dispute Resolution Committee to proceed with the dispute resolution process set out in the NTC's interconnection regulation. The Dispute Resolution Committee has completed its fact finding process and is in the process of preparing its decision. Once the decision has been prepared, it will be required to be presented to the NTC for consideration and the NTC will then make a final ruling on the dispute.

On March 28, 2008, Hutchison CAT filed a lawsuit against AIS alleging that AIS was illegally blocking outgoing calls made to AIS's network. Hutchison CAT also requested an injunction against AIS directing it to stop blocking traffic from us to the AIS network, and the court granted this injunction. In June 2008, Hutchison CAT and AIS agreed to settle the dispute by way of out-of-court proceedings. Since June 2008, Hutchison CAT and CAT Telecom have engaged in discussions with AIS and sought the assistance of the NTC in finalizing interconnection rates and an interconnection contract.

In November 2008, CAT Telecom filed a complaint with the NTC against AIS alleging that it had failed to enter into an interconnection contract with CAT Telecom. The NTC thus appointed the Dispute Resolution Committee to proceed with the dispute resolution process set out in the NTC's interconnection regulation. The Dispute Resolution Committee has commenced its fact finding process, and upon completion of the fact finding process, the Dispute Resolution Committee will prepare its decision. Once the decision has been prepared, it must be presented to the NTC for consideration and the NTC will then make a final ruling on the dispute.

Hutchison CAT's customers continue to experience network blocking problems involving certain competitors.

Regulatory enforcement

Penalties for breaching the TBA include seizure of telecommunications equipment if a judgment is made against a person operating a telecommunications business without a license, penalties up to THB10 million, and imprisonment terms of up to five years. If the wrongdoer to be punished under the TBA is a juristic entity, the penalties will also apply to the managing director, managers or persons responsible for the operation of the juristic entity, unless it can be proved that the wrongdoing was committed without their knowledge or consent.

Sri Lanka

The telecommunications sector of Sri Lanka has developed significantly in the past few years, mainly as a result of the recent liberalization of the regulation of the industry. In Sri Lanka, the telecommunications sector is governed by the Sri Lanka Telecommunications Act No. 25 of 1991, as amended by Act No. 27 of 1996, or the Telecommunications Act, and the governing body is the Telecommunications Regulatory Commission of Sri Lanka, or TRCSL, which was established under the Telecommunications Act. The TRCSL regulates licensing, spectrum allocation, tariffs and all other industry-related issues, and presently comes directly within the purview of the president of Sri Lanka.

Hutchison Lanka operates under a license to operate cellular mobile services issued under the Telecommunications Act in 1992. It is effective for a period of 20 years, until 2012. In 2003, Hutchison Lanka obtained an external gateway operator, or EGO, license to operate EGO services.

Vietnam

Vietnam has made important fundamental changes in its legal environment with the objective of creating a robust and competitive telecommunications sector, which in turn is expected to provide the foundation for economic growth for the country's telecommunications industry. However, Vietnam's reform process remains incomplete. In terms of regulatory transparency, the current regulatory body does not fully meet international standards of independence. This affects licensing, non-discriminatory interconnection and cross-subsidies in tariffs. In addition, Vietnam is behind schedule in implementing its obligations under bilateral agreements with other countries, particularly in respect of foreign investor access. Although Vietnam committed to open its telecommunications sector in connection with its WTO accession, it still has not promulgated the relevant rules to implement those commitments. In the absence of a consistent regulatory framework or legislation, uncertainty and risks for new market entrants and investors remain, which in turn limits network expansion, the introduction of new services and overall industry growth.

The telecommunications sector is regulated by the Ministry of Information and Communications (previously the Ministry of Post and Telematics), or MIC, which is the primary driver of telecommunications strategies, policies and regulations. The MIC is in charge of policy-making and regulatory matters in post and telecommunications, IT, electronics, the Internet, radio transmission and emission, radio frequency management, and national information infrastructure.

The provision of telecommunications services and the establishment of telecommunications networks in Vietnam must be licensed by the MIC. Although all license applications are made to the MIC and the MIC issues the licenses, the final decision on whether to grant a license in the telecommunications sector is ultimately made by the Prime Minister of Vietnam.

The Telecoms Ordinance defines two types of licenses for telecommunications enterprises: network- or facility-based operations, or FBO, and service-based operations, or SBO. An FBO owns and operates its telecommunications network and sells service directly to end-users, or sells wholesale service to companies that resell the FBO's service. FBO licenses are only issued to state-owned enterprises, which are defined as an operator owned wholly or in part by the government. An SBO provides services that do not require network facilities, or leases on a wholesale basis network facilities for resale to end users. Ownership of SBO licenses is open to the private sector. However, an SBO license will only be granted to enterprises established under Vietnamese law, which contemplates four main types of enterprises: (i) state-owned enterprises, (ii) private limited companies; (iii) joint-stock (or shareholding) companies; and (iv) foreign-invested enterprises operating within certain sectors.

Hanoi Telecom, an enterprise majority owned by state enterprises, with which Hutchison Vietnam has entered into a BCC, is the holder of an FBO license dated April 28, 2003 for the establishment of a ground mobile telecommunications network and the provision of mobile telephone services, supplementary services and value-added services throughout Vietnam. The license had a term of 15 years. In connection with the conversion to GSM services, we relinquished our original license and received a new license for 15-years beginning from March 2008.

The MIC regulates the tariffs of Vietnam Posts and Telecommunications and Vietel Corporation, as dominant service providers, whereas other operators, such as Hanoi Telecom, are allowed to set their own tariffs. The MIC has introduced several provisions to reduce tariffs charged in Vietnam and make them comparable to those of other countries in the region.

The scope for regulatory intervention under the Telecoms Ordinance with respect to service pricing remains significant. In particular, the Prime Minister of Vietnam may determine that tariffs for "important telecommunications services" that affect various sectors and socio-economic development—a very wide category, for which there is as yet no official definition. In the absence of criteria for determining what falls within this category, the Prime Minister effectively has very wide discretion to determine tariffs.

Vietnam has also recently revised its rules and regulations regarding foreign investment. See “—Operating Companies Review—Vietnam—BCC Structure.”

Indonesia

The Indonesian telecommunications sector is regulated primarily pursuant to Law No. 36 of 1999 concerning Telecommunications, or Law 36. Under Law 36, telecommunications are defined as any broadcasting, transmission and/or receipt and any information in the form of signs, signals, inscription, pictures, voice and sound through a cable, optic, radio or other electromagnetic system.

The Minister of Communications and Information Technology (previously the Minister of Transportation), or MCIT, is responsible for supervising, and authorized to issue regulations and ministerial decrees in relation to the implementation of, laws regarding telecommunications, which are typically broad in scope. The MCIT has used this regulatory authority to define the scope of exclusivity, formulate and approve tariff levels, determine operators’ universal service obligations and regulate other aspects of telecommunication service operators’ operations.

Licenses for undertaking telecommunications business in Indonesia are issued by the MCIT and granted in two stages: principle license and operating license.

A principle license is granted to enable a telecommunications operator to prepare the facilities and infrastructure that are required for telecommunication operations.

After completing the set up of the facilities and infrastructure, a telecommunications operator must submit to conduct operational feasibility tests to examine and confirm that all of the facilities and infrastructure have been constructed properly and are ready to be operated from a technical perspective. Based on the results of the operational feasibility test, the government will issue a certificate of operational worthiness.

Upon obtaining a certificate of operational worthiness and after complying with all terms and conditions stated in the principle license, a telecommunications operator may submit an application for an operating license. An operating license is normally granted without time limit but will be evaluated by the government every five years.

The Minister of Transportation granted HCPT a principle license for a 3G network with national coverage on October 13, 2003. HCPT then obtained certificates of operation worthiness on September 15, 2004. On October 15, 2004 the MCIT issued an operating license to HCPT. Under this operating license, HCPT is entitled to conduct the following operations on a national basis:

- GSM dual-band cellular mobile network system in the 1775-1785 MHz (Up Link) and 1870-1880 MHz (Down Link) frequency bands;
- IMT-2000 dual-band Cellular Mobile Network in the 1920-1925 MHz and 2110-2115 MHz frequency bands with an unpaired 2010-2015 MHz (TDD) frequency band; and
- basic telephone service.

HCPT’s operating license is valid for an unlimited period to the extent that HCPT complies with its terms and prevailing laws and regulations.

Separate from an operating license, the use of radio frequency for telecommunication operations requires a radio frequency band license, which is issued by the MCIT. This license is granted for the purpose of operating any radio communication equipment and is granted based on a two-stage examination process: (i) frequency allocation stage and (ii) determination of radio frequency stage. Upon obtaining this license, the holder is obligated to register the license with the Directorate.

In the third quarter of 2008, HCPT was granted a license to install, own and operate a closed fixed network, subject to HCPT fulfilling specified requirements relating to infrastructure deployment. This license will enable HCPT to build and operate a fibre-optic network for its own use and lease the excess capacity to third parties.

To promote equal treatment in the telecommunications industry among cellular mobile network operators, the MCIT recently issued Ministerial Regulation No. 29/KEP/M.KOMINFO/03/2006 regarding Allocation of Radio Frequency Bands and The Payment of Tariff for Radio Frequency Spectrum Band Utilization for Operators of Cellular Mobile Network IMT-2000 on Radio Frequency Band 2.1 GHz, or MR 29. Under MR 29, HCPT must return part of its radio frequency band block 1925-1930 MHz in pairs with 2115-2120 MHz so that each 3G cellular mobile network operator will have equal 3G radio frequency band allocation.

Telecommunications operations in Indonesia may only be conducted by an Indonesian legal entity. These Indonesian entities may have foreign shareholders, subject to certain foreign investment rules. Indonesian laws and regulations provide that foreign share ownership in companies operating cellular mobile networks may not exceed 65%. In accordance with the requirements of applicable Indonesian investment laws, the current shareholdings in HCPT have been approved by BKPM.

Ghana

The National Communications Authority Act, 1996 (Act 524), or the NCA Act, is the principal legislation governing the telecommunications sector in Ghana. The National Communications Authority, or NCA, is the regulatory authority of the telecommunication sector. The NCA manages and controls the use of the radio frequency spectrum, is the issuing authority of the use of spectrum to mobile telecommunications operators, grants licenses, and provides guidelines on tariffs.

Foreign investors may invest in the telecommunications industry through a Ghanaian registered company or partnership.

Interconnection between telecommunications operators is by agreement between the operators or as determined by the NCA if the operators are unable to agree. Interconnection agreements between telecommunications operators are subject to the approval of the NCA. Mobile telecommunications operators set and change tariffs without prior approval of the NCA. They must notify the NCA and the public of tariff rates and its changes.

The NCA replaced the licenses of all telecommunications operators with a new standard comprehensive form in December 2004.

B. Property, Plants and Equipment

We and our operating companies own, or control through long-term leases or licenses, properties consisting of equipment used to provide mobile and fixed-line telecommunications services. In addition, we and our operating companies own, or control through leases, properties used as administrative office buildings and/or retail sales locations, customer service centers and research and development facilities. These properties include land, interior office space and space on existing structures of various types used to support equipment used to provide mobile and fixed-line telecommunications services. Most of the leased properties are owned by private entities and the balance is owned by municipal entities.

Property and equipment used to provide mobile and fixed-line communications services consist of:

- switching, transmission and radio equipment;
- connecting lines (cables, wires, poles and other support structures, conduits and similar items);

- IT infrastructure (servers, routers and similar items);
- towers, shelters and equipment rooms; and
- other miscellaneous properties (work equipment, furniture and plants under construction).

The majority of the lines connecting our services to other telecommunications operators and power sources are on or under public roads, highways and streets. The remainder are on or under private property.

The following table sets forth the total gross floor area of properties held by us and the total gross floor area of properties leased by us as at December 31, 2008, by country, and the principal uses of the properties.

| Country | Gross Floor Area of Properties Held ⁽¹⁾ | Gross Floor Area of Properties Leased ⁽¹⁾ | Principal Uses |
|-----------------------|----------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Israel | — | 71,707 sq.m. | Office; call center; retail shop; customer service center; switch center. |
| Hong Kong | 53,753 sq.ft. | 634,394 sq.ft. | Office; staff quarter; retail shop; customer service center; data center; switch center; warehouse. |
| Macau | — | 39,804 sq.ft. | Office; retail shop; staff quarter; warehouse. |
| Thailand | 2,736 sq.m. | 20,509 sq.m. | Office; call center; retail shop; warehouse; IT data center; switch center. |
| Indonesia | — | 17,850 sq.m. | Office; customer service center; switch center; warehouse. |
| Vietnam | — | 9,908 sq.m. | Office; switch center; retail shop; warehouse. |
| Sri Lanka | 37,566 sq.m. | 6,278 sq.m. | Office (including parking); customer service center; switch center; warehouse. |
| Others ⁽²⁾ | — | 1,754 sq.m. | Office |

(1) Does not include cell sites.

(2) Comprises China, the United States, Malaysia, Singapore, Taiwan and the Philippines.

As at December 31, 2008, none of the properties held by us were used as collateral for our borrowings.

We are subject to various environmental laws in the countries in which we have operations. Compliance with these laws has not had, and in our opinion is not expected to have, a material adverse effect upon the use of our properties, plants or equipment or on our results of operations.

C. History and Development of the Company

Corporate Information

Hutchison Telecommunications International Limited was incorporated in the Cayman Islands on March 17, 2004 as an exempted company with limited liability under the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands. Our principal offices are located at 20/F, Hutchison Telecom Tower, 99 Cheung Fai Road, Tsing Yi, Hong Kong, and our telephone number is 852 2128 3222.

History

We were formed in March 2004 as a subsidiary of Hutchison Whampoa, a conglomerate based in Hong Kong, and listed on the Main Board of the SEHK and the NYSE in October 2004. Hutchison Whampoa began its telecommunications business in Hong Kong in 1985 with the provision of analog mobile telecommunications services, and subsequently expanded into digital mobile telecommunications services. Since 2000, Hutchison Whampoa has pioneered the development of 3G mobile telecommunications technology and has rolled out 3G services in a number of countries in Western Europe and in Australia as well as Hong Kong.

Set forth below is a summary of the principal telecommunications operations transferred to us upon completion of the restructuring of Hutchison Whampoa's telecommunications business in preparation for the listing of our shares on the Main Board of the SEHK and our ADSs on the NYSE and subsequent developments.

Israel. The Hutchison Whampoa group established its presence in Israel in September 1997 when Hutchison Whampoa, together with local investors, formed Partner, which was awarded a nationwide license to provide mobile telecommunications services. Partner launched commercial operations in January 1999 and is now a public company, with shares listed on the Tel Aviv Stock Exchange and ADSs quoted on Nasdaq. Partner provides mobile telecommunications services under the "orange™" brand. In December 2004, Partner launched 3G services. In April 2005, Partner became a consolidated subsidiary of our company following the completion of a share buyback by Partner, as a result of which our equity interest in Partner increased from 42.9% to over 50%. In July 2006, Partner acquired the transmission business of Med 1, including its fibre-optic cable infrastructure comprising a network of approximately 900 kilometers of submerged and terrestrial transmission fibre for approximately NIS 71 million. In January 2007, Partner was granted a license for the provision of domestic fixed-line telecommunications services in Israel. In December 2008 and January 2009, Partner launched three additional non-cellular business lines: web VOD, ISP services and VOB telephony services.

Hong Kong (including Macau). The Hutchison Whampoa group commenced mobile telecommunications operations in Hong Kong in 1985 and operated its mobile telecommunications business through Hutchison Telecommunications (Hong Kong) Limited, or Hutchison Telecom, and its subsidiaries. In January 2004, the Hutchison Whampoa group became the first mobile telecommunications services provider in Hong Kong to offer 3G services, under the "3" brand. Since May 31, 2004, all of Hutchison Whampoa's mobile telecommunications services in Hong Kong have been offered under the "3" brand. In August 2001, the Hutchison Whampoa group launched GSM dual-band mobile telecommunications services in Macau under the "Hutchison Telecom" brand. Our service in Macau was re-branded under the "3" brand in 2005. In October 2007, we launched 3G services in Macau. Since July 2008, and until the completion of the spin-off of HTHKH in May 2009, we held a 75.9% interest in our 2G and 3G mobile telecommunications businesses in Hong Kong and Macau, while the minority interest was held by NTT DoCoMo.

The Hutchison Whampoa group also provided fixed-line telecommunications services in Hong Kong through Hutchison Global Communications under the brands "HGC" and "Hutchison Global Communications." Hutchison Global Communications obtained its license in 1995. In March 2004, the Hutchison Whampoa group acquired a 52.5% interest in Hutchison Global Communications Holdings through the acquisition by Hutchison Global Communications Holdings of a wholly-owned subsidiary of Hutchison Whampoa, operating its fixed-line telecommunications and related businesses, in exchange for an issue of new shares and convertible notes. In July 2005, we privatized Hutchison Global Communications Holdings through the cancellation of Hutchison Global Communications Holdings shares not already held by us. Following the privatization, Hutchison Global Communications Holdings became our wholly-owned subsidiary and its listing on the SEHK was withdrawn.

In May 2009, we completed the spin-off of HTHKH, which was previously our indirect wholly-owned subsidiary. HTHKH and its subsidiaries operated our mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. As a result of the spin-off, HTHKH is no longer our subsidiary and we no longer have any Hong Kong or Macau operations. We refer you to "– The Spin-off" for more information about the spin-off of HTHKH.

Thailand. The Hutchison Whampoa group commenced operations in Thailand in February 2003 when Hutchison CAT, our joint venture with CAT Telecom, began marketing CAT Telecom's CDMA2000 1X network services under the "Hutch" brand under a marketing service agreement running until April 21, 2015.

Indonesia. In July 2005, we completed the acquisition of a 60% equity interest of HCPT, the holder of a combined 2G and 3G mobile telecommunications license in Indonesia, which was later increased to 65%. In March 2007, HCPT launched mobile telecommunications services in Indonesia under the “3” brand.

Vietnam. In February 2005 our BCC with Hanoi Telecom was approved by the Ministry of Planning and Investment of Vietnam. Under the terms of the BCC, we agreed to jointly build, develop and operate a CDMA-based mobile telecommunications network in Vietnam. During the first half of 2007, we launched mobile telecommunications services in Vietnam under the “HT Mobile” brand name. In March 2008, we received approval to permit us to switch our operating spectrum from CDMA to GSM services, which we believe has better business prospects than CDMA. We launched our new GSM services in Vietnam under the “Vietnamobile” brand in April 2009.

Sri Lanka. In August 1997, the Hutchison Whampoa group acquired a 100% interest in Hutchison Lanka. We began providing mobile telecommunications services in December 1998 by setting up analog base stations around Colombo. We subsequently launched GSM services in 2000 throughout the interior and southwest regions of the country. We launched standard GSM services in the Colombo area in May 2004 under the “Hutch” brand. Our analog network around Colombo was shut down in July 2004.

Disposals. We completed the sale of our operations in Paraguay in July 2005. In July 2006, we sold our wholly-owned subsidiary, Vanda IT Solutions, which provided information technology solutions, and loans that we had extended to Vanda IT Solutions and its subsidiaries, to a wholly-owned subsidiary of our largest shareholder, Hutchison Whampoa, for a total cash consideration of HK\$105 million, after adjustments. The purchase price was determined after arms-length negotiations.

In May 2007, we completed the sale to a wholly-owned subsidiary of Vodafone of our entire interest in CGP Investments Holdings, a company that held, through various subsidiaries, all of our direct and indirect equity and loan interests in the India operations, comprising Hutchison Essar and its subsidiaries for cash consideration of US\$11,074 million before costs, expenses and interest payable by Vodafone, plus the assumption of US\$2.0 billion of net debt. We also entered into a supplemental deed with Vodafone pursuant to which Vodafone, in consideration for waiving certain potential claims against us under the sale and purchase agreement, was permitted to retain US\$352 million from the sale price to apply against certain specified liabilities that Vodafone might incur in connection with the interests that it had effectively acquired during a period of up to ten years following the date of completion of the sale. Considering the terms surrounding the retention and release of the amount retained by Vodafone, our board of directors has decided to make a full provision against recovery of any part of the amount retained by Vodafone. Under the terms of the sale and purchase agreement that we entered into with Vodafone, we also agreed to restrictions on our ability to directly or indirectly carry on, engage in or acquire an economic interest in, any business in India that competes with the telecommunications business of Hutchison Essar for a period of three years from the date of completion of the sale.

In July 2008, we completed the sale to EGH of all of our direct and indirect equity and loan interests and intellectual property interests held through various subsidiaries in Kasapa, the operating company for our Ghana operations, for a cash consideration of HK\$583.5 million (US\$75.3 million) before costs and expenses.

The Restructuring

Prior to the listing in October 2004 of our shares on the Main Board of the SEHK and our ADSs on the NYSE, a number of steps were taken to transfer companies within the Hutchison Whampoa group to us in preparation for these listings, as well as to effect a harmonization of the group structure. The objective of the restructuring was to establish our company as a holding company for some of the Hutchison Whampoa group’s telecommunications interests.

The Spin-off

On March 4, 2009, our board of directors approved the payment of an interim dividend to be satisfied by way of a distribution in specie of the entire share capital of HTHKH, our then indirect wholly-owned subsidiary, conditional on (i) the SEHK approving the proposed spin-off of HTHKH by us and Hutchison Whampoa; and (ii) the SEHK granting approval for the listing of the entire share

capital of HTHKH on the Main Board of the SEHK. HTHKH and its subsidiaries operated our mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. On April 29, 2009, HTHKH established a Level I ADR program in respect of its ADSs. On May 7, 2009, the spin-off of HTHKH was completed. HTHKH became separately listed on the Main Board of the SEHK on May 8, 2009, or the HTHKH Listing Date. As a result of the spin-off, we no longer have any operations in Hong Kong or Macau.

In connection with the spin-off of HTHKH, in April 2009, we amended and restated an existing facility agreement entered into with certain subsidiaries of Hutchison Whampoa in November 2008. For more information on this facility, see “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with the Hutchison Whampoa group – Credit Facility.”

In addition, in connection with and for the purpose of the spin-off of HTHKH, Mr. Wong King Fai, Peter, who is also the chief executive officer and an executive director of HTHKH, resigned as a director of our company on May 8, 2009 to further the independence of HTHKH’s board of directors and management from that of our company.

Non-competition Agreements

As part of the restructuring, we entered into a non-competition agreement with Hutchison Whampoa in September 2004 to maintain a clear delineation of our respective businesses going forward, principally on a geographical basis. The agreement delineates each party’s territory for the purpose of implementing the non-competition restrictions. Hutchison Whampoa’s territory comprises Western Europe (defined to include the European Union prior to its enlargement in 2004 and other countries such as Switzerland, Norway, Greenland and Liechtenstein), Australia, New Zealand, the United States, Canada and Argentina (unless and until we exercise an option granted to us to acquire the Hutchison Whampoa group’s interest in Hutchison Telecommunications Argentina S.A., or Hutchison Argentina). Our territory covered all the remaining countries of the world.

In February 2008, in accordance with our non-competition agreement with Hutchison Whampoa, Hutchison Whampoa granted its consent for us to enter into a joint venture with the Philippine Long Distance to begin operating a MVNO business in Italy, and on March 12, 2008, we entered into a cooperation agreement with Philippine Long Distance.

In connection with the spin-off of HTHKH, on April 17, 2009, we amended our non-competition agreement with Hutchison Whampoa and entered into a non-competition agreement with HTHKH, and Hutchison Whampoa entered into a non-competition agreement with HTHKH, effective as of the HTHKH Listing Date, to ensure a clear geographical delineation of the business among Hutchison Whampoa, HTHKH and us going forward. Under these non-competition agreements, Hutchison Whampoa’s territory remains unchanged, while HTHKH’s territory comprises Hong Kong and Macau. Our territory comprises all the remaining countries of the world.

Under these non-competition agreements, each party may not provide, in the other’s territory and without the other’s prior consent, managed and/or non-managed telecommunications services for voice, Internet, data and/or video, whether between fixed locations (i.e. fixed telephony services provided over network infrastructure reaching the end users’ location) and/or at a fixed location and/or moving locations (i.e. mobile services), whether by wireline or wireless means or by the establishment, ownership and maintenance of related facilities. The activities that can be performed in the other’ territory without prior consent include the business of sale or brokering of indefeasible rights of use, or IRU, Internet protocol services or other transmission capacity or other sales, marketing and administrative activities incidental to either the provision of fixed telephony services or sale or brokering of such IRU, Internet protocol services or other transmission capacity.

Each party has the right of first refusal over any new opportunity to conduct the restricted business in its own territory. Our prior consent is required before either Hutchison Whampoa or HTHKH can pursue any new opportunity to conduct the

restricted business in our territory, even where we have decided to refuse such opportunity. We are required to obtain the prior consent of both Hutchison Whampoa and HTHKH before we can pursue any new opportunity to conduct the restricted business in either Hutchison Whampoa's or HTHKH's territory, even where each of Hutchison Whampoa and HTHKH has decided to refuse such opportunity.

The restrictions under the non-competition agreement between us and Hutchison Whampoa will terminate one year after Hutchison Whampoa ceases to control, directly or indirectly, more than 30% of our issued ordinary share capital (provided that either upon such cessation or at any time within this one-year period, another party controls, directly or indirectly, 30% or more of our issued ordinary share capital). The restrictions will also terminate on the date on which our shares and ADSs are no longer listed on any internationally recognized stock exchange (provided that such delisting is voluntary and at our instigation).

The restrictions under the non-competition agreement between us and HTHKH will terminate one year after Hutchison Whampoa ceases to control, directly or indirectly, 30% or more of the issued ordinary share capital of HTHKH or us (provided that either upon such cessation or at any time within this one-year period another party controls, directly or indirectly, 30% or more of the issued ordinary share capital of HTHKH or us). The restrictions will also terminate on the date on which the shares of HTHKH or us are no longer listed on any internationally recognized stock exchange (provided that such delisting is voluntary and at our instigation).

Capital Expenditures and Divestitures

Our capital expenditures in 2006, 2007 and 2008 have been primarily for the continuing build-out and expansion of our networks in the markets where we operate, including purchases of fixed assets and licenses and acquisitions of interests in existing third-party telecommunications companies as well as companies engaged in complementary or related businesses. The amounts of capital expenditures for these periods, broken out by geographical segment, are set out in "Item 5. Operating and Financial Review and Prospects—Liquidity and Capital Resources—Capital Expenditure." Historically, we met our working capital and other capital requirements principally from cash flow from our operating activities, borrowings by our subsidiaries from banks based on guarantees and/or pledges provided by Hutchison Whampoa and its affiliates and borrowings from the Hutchison Whampoa group of companies. We expect that we will meet our current and future financing needs primarily through retained cash, cash flow from our operating activities and borrowings by us and/or our subsidiaries from banks based on guarantees and/or pledges provided by our company. See "Item 5. Operating and Financial Review and Prospects—Liquidity and Capital Resources."

D. Organizational Structure

As at May 8, 2009, Hutchison Whampoa held approximately 60.4% of our shares. Hutchison Whampoa is a conglomerate based in Hong Kong and listed on the Main Board of the SEHK. It operates five core businesses around the world. The businesses are: (1) ports and related services; (2) property and hotels; (3) retail; (4) energy, infrastructure, finance, investments and others; and (5) telecommunications.

As at May 8, 2009, we are a holding company for the following significant subsidiaries:

| <u>Name of subsidiary</u> | <u>Place of incorporation/ registration and operation</u> | <u>Percentage of equity interest held</u> |
|----------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------|
| BFKT (Thailand) Limited ⁽¹⁾ | Thailand | 49% |
| Hutchison CAT Wireless MultiMedia Limited ⁽¹⁾ | Thailand | 36% |
| Hutchison Telecommunications International (HK) Limited | Hong Kong | 100% |
| Hutchison Telecommunications Lanka (Private) Limited | Sri Lanka | 100% |
| Partner Communications Company Ltd. | Israel | 51% |
| PT. Hutchison CP Telecommunications ⁽²⁾ | Indonesia | 65% |

(1) In addition to our 49% and 36% beneficial interest in each of BFKT (Thailand) Limited and Hutchison CAT Wireless MultiMedia Limited, respectively, as disclosed above, we also hold call options over a 51% and 30% beneficial interest in BFKT (Thailand) Limited and Hutchison CAT Wireless MultiMedia Limited, respectively.

(2) We also hold call options over additional shares of PT. Hutchison CP Telecommunications. We refer you to “ – A. Business Overview – Operating companies review – Indonesia – Ownership” for more information.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Overview

The following discussion should be read in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F. With effect from the year ended December 31, 2007, we prepared our consolidated financial statements in accordance with IFRS; we have also presented the results for the year ended December 31, 2006 in accordance with IFRS in the attached consolidated financial statements. Our consolidated financial statements were prepared in accordance with HKFRS in previous years. We believe that the adoption of IFRS will allow our consolidated financial statements to be more easily understood by our shareholders, potential investors, the capital markets and our stakeholders and users.

A number of developments have occurred since the beginning of 2008 that affected our results for the year or will affect our results going forward. These include:

- In February 2008, Partner, our subsidiary in Israel, announced a share buy-back plan for implementation throughout 2008, in an amount of up to NIS 600 million (US\$152.3 million), subject to appropriate market conditions. During the year, Partner bought back 4,467,990 shares for aggregate cash consideration of NIS 351 million (HK\$799 million) and this was reflected in our 2008 consolidated financial statements.
- In March 2008, HCPT, our subsidiary in Indonesia, entered into a conditional agreement to sell up to 3,692 base station tower sites to Protelindo for cash consideration, assuming completion of all base station tower sites, of US\$500.0 million (HK\$3,882 million). The sale of the base station tower sites is expected to be made in tranches over a two-year period. In connection with the tower transfer agreement, HCPT and Protelindo entered into a lease agreement granting HCPT (i) the right to use the capacity reserved for HCPT on the base station tower sites sold under the tower transfer agreement and related infrastructure as HCPT may elect for an initial period of twelve years which, at HCPT’s election, may be extended for another six years, and (ii) options to acquire Protelindo’s right, title and interest in these facilities at a pre-agreed price. During 2008, 2,248 base station tower sites were transferred to Protelindo and a total profit of HK\$1,421 million (US\$182.2 million) was recognized from these transactions. We refer you to “Item 3. Key Information – Risk Factors – Risks Relating to our Business – We may be required to change our accounting treatment of certain sale and leaseback transactions in Indonesia” for more information about the accounting treatment for these transactions.
- In July 2008, we completed the sale to EGH of all of our direct and indirect equity and loan interests and intellectual property held through various subsidiaries in Kasapa Telecom Limited, or Kasapa, the operating company for our Ghana operations, for cash consideration of HK\$583.5 million (US\$75.3 million) before costs and expenses. We recorded a gain on disposal of HK\$298 million (US\$38.5 million) from the transaction.

- In July 2008, we completed the acquisition of NEC's 5% interest in our 2G and 3G mobile telecommunications businesses in Hong Kong and Macau.
- In November 2008, we entered into a facility agreement with certain subsidiaries of Hutchison Whampoa, which was amended and restated in April 2009. Pursuant to the Amended and Restated Facility Agreement, among other things, a subsidiary of Hutchison Whampoa agreed to make available to us a senior secured term loan/revolving credit facility in the maximum aggregate amount of US\$1,790 million (approximately HK\$13,872.5 million), subject to the terms of the Amended and Restated Facility Agreement. In May 2009, an aggregate amount of US\$290 million was advanced to our company. We refer you to "Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Credit Facility" for more information.
- In December 2008, we paid a special cash dividend of HK\$7 per share (approximately US\$13.55 per ADS), or HK\$33.7 billion (US\$4.3 billion) in total.
- In January 2009, our Hong Kong mobile operations, through a jointly-controlled entity with Hong Kong Telecommunications (HKT) Limited, successfully bid for a total of 30 MHz of radio spectrum in the 2.5 GHz band at a total spectrum utilization fee of HK\$518 million (US\$66.8 million). In March 2009, a broadband wireless access license was issued by OFTA in Hong Kong upon receipt of the spectrum utilization fee and performance bond from the jointly-controlled entity.
- In March 2009, our board of directors approved the payment of an interim dividend to be satisfied by way of a distribution in specie of the entire share capital of HTHKH, our indirect wholly-owned subsidiary, conditional on (i) the SEHK approving the proposed spin-off of HTHKH by us and Hutchison Whampoa; and (ii) the SEHK granting approval for the listing of the entire share capital of HTHKH on the Main Board of the SEHK. HTHKH and its subsidiaries operated our mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. This conditional interim dividend in specie was approved after the December 31, 2008 balance sheet date for our consolidated financial statements and has not been recognized as a liability at the balance sheet date. The shares of HTHKH were listed on the Main Board of the SEHK in May 2009 and HTHKH has established its own ADR program. We refer you to "Item 4. Information on the Company – History and Development of the Company – The Spin-off" for more information.
- We acquired an additional 5% equity interest and certain loan interests in our Indonesia operations in April 2009.
- In April 2009, our Vietnam operations launched GSM services, after being granted an Investment Certificate from The People's Committee of Hanoi City in March 2008 that permitted conversion of the CDMA network to GSM with a renewed operating period of a further 15 years.
- We advanced US\$55 million (approximately HK\$426.3 million) to an indirect subsidiary of HCPT's minority shareholder pursuant to a loan agreement entered into in April 2009. The loan carries interest at the rate of 3% per annum.
- In April 2009, we acquired, for consideration of US\$1 (approximately HK\$7.75), the benefit of shareholder loans of approximately US\$91.4 million (approximately HK\$708.4 million) made by HCPT's minority shareholder to HCPT.
- In April 2009, HCPT's minority shareholder also granted to our indirect wholly-owned subsidiary, an option to purchase up to 2,274,615 shares of HCPT exercisable by notice in writing at any time during a twenty-year period and on an unlimited number of occasions. The exercise of the option is conditional upon any prior approval from, registrations with or notifications to any government bodies in Indonesia, including BKPM and the Ministry of Communications.

- The shareholders' agreement in respect of HCPT was amended and restated in April 2009, pursuant to which the shareholders of HCPT agreed that, among other things, HCPT will have no rights and obligations under the original shareholders' agreement other than the provisions relating to confidentiality and regulatory matters, the minority shareholder of HCPT may elect not to provide any additional funding required by HCPT from its shareholders or from third parties requiring shareholder support, and the minority shareholder together with its affiliates agreed to provide certain non-compete covenants.

Basis of Preparation of Financial Statements

Our consolidated financial statements were prepared in accordance with IFRS. Our subsidiaries are grouped into the following six segments for financial reporting purposes, based on their geographic area of operation and principal business line:

- Hong Kong mobile
- Hong Kong fixed-line
- Israel
- Thailand
- Indonesia
- Others

The results of operations of subsidiaries acquired or disposed of during the year are included in our consolidated financial statements commencing from the effective dates of their acquisition or up to the effective dates of their disposal, as the case may be.

As a result of our sale of CGP Investments Holdings on May 8, 2007, the results pertaining to the Indian mobile telecommunications operations have been presented in our consolidated financial statements as discontinued operations in accordance with IFRS 5 "Non-current Assets Held for Sale and Discontinued Operations." In accordance with this presentation, the results of discontinued operations are excluded from the totals used in the discussion of operating results as at and for the years ended December 31, 2007 and 2006.

The results of operations of our Macau mobile telecommunications business are aggregated with our Hong Kong mobile telecommunications business because the Macau operating company is a subsidiary of our Hong Kong mobile operating company, shares the same management and is significantly smaller in terms of turnover and customer numbers.

"Others" is comprised of our operations in Vietnam, Sri Lanka, Ghana, operations of our corporate office and our subsidiary PowerCom Network Hong Kong Limited, as well as the non-telecommunications businesses of Vanda IT Solutions up to the date of its disposal in July 2006. The operating results of our Ghana operations were recorded in our consolidated financial statements up to the completion of its disposal on July 11, 2008.

Results of Operations

The following table presents, for the years indicated, the major line items in our consolidated income statement, including such amounts expressed as a percentage of our total turnover:

| | Year ended December 31, | | | | | |
|-----------------------------------------------------------|-----------------------------------|--------|----------|--------|----------|--------|
| | 2006 | | 2007 | | 2008 | |
| | HK\$ millions, except percentages | | % | | % | |
| Consolidated income statement | | | | | | |
| Continuing operations: | | | | | | |
| Turnover | 17,923 | 100.0 | 20,401 | 100.0 | 23,725 | 100.0 |
| Cost of inventories sold | (2,164) | (12.1) | (2,671) | (13.1) | (2,785) | (11.7) |
| Staff costs | (1,897) | (10.5) | (2,295) | (11.2) | (2,511) | (10.6) |
| Depreciation and amortization | (3,804) | (21.2) | (4,226) | (20.7) | (4,531) | (19.1) |
| Other operating expenses | (8,685) | (48.5) | (10,182) | (49.9) | (12,291) | (51.8) |
| | 1,373 | 7.7 | 1,027 | 5.1 | 1,607 | 6.8 |
| Impairment charge for Thailand segment | — | 0.0 | (3,854) | (18.9) | — | 0.0 |
| Profit on disposal of investments and others, net | 44 | 0.2 | 8 | 0.0 | 2,453 | 10.3 |
| Operating profit/(loss) | 1,417 | 7.9 | (2,819) | (13.8) | 4,060 | 17.1 |
| Interest income | 66 | 0.4 | 1,619 | 7.9 | 1,074 | 4.5 |
| Interest and other finance costs | (1,652) | (9.2) | (1,335) | (6.5) | (1,330) | (5.6) |
| Share of results after tax of jointly-controlled entities | — | 0.0 | — | 0.0 | (11) | (0.0) |
| Share of results of associates | (1) | (0.0) | — | 0.0 | — | 0.0 |
| (Loss)/Profit before taxation | (170) | (0.9) | (2,535) | (12.4) | 3,793 | 16.0 |
| Taxation | (653) | (3.7) | (191) | (1.0) | (874) | (3.7) |
| (Loss)/Profit for the year from continuing operations | (823) | (4.6) | (2,726) | (13.4) | 2,919 | 12.3 |
| Discontinued operations: | | | | | | |
| Profit from discontinued operations | 2,399 | 13.4 | 70,502 | 345.6 | — | 0.0 |
| Profit for the year | 1,576 | 8.8 | 67,776 | 332.2 | 2,919 | 12.3 |
| Attributable to: | | | | | | |
| Equity holders of the Company: | | | | | | |
| - continuing operations | (1,191) | (6.6) | (3,147) | (15.5) | 1,883 | 7.9 |
| - discontinued operations | 1,392 | 7.7 | 70,031 | 343.3 | — | 0.0 |
| Profit attributable to equity holders of the Company | 201 | 1.1 | 66,884 | 327.8 | 1,883 | 7.9 |
| Minority interest: | | | | | | |
| - continuing operations | 368 | 2.1 | 421 | 2.1 | 1,036 | 4.4 |
| - discontinued operations | 1,007 | 5.6 | 471 | 2.3 | — | 0.0 |
| Profit attributable to minority interest | 1,375 | 7.7 | 892 | 4.4 | 1,036 | 4.4 |
| Profit for the year | 1,576 | 8.8 | 67,776 | 332.2 | 2,919 | 12.3 |

Results of operations for the year ended December 31, 2008 compared to the year ended December 31, 2007

Group results

Turnover

Our turnover from continuing operations in 2008 was HK\$23,725 million (US\$3,061.3 million), an increase of 16.3% from HK\$20,401 million in 2007.

Turnover in our Hong Kong mobile and Israel operations in 2008 grew by 12.6% and 18.6%, respectively, compared to 2007, and together these increases accounted for most of our total turnover growth in 2008. The increase in turnover was mainly attributable to an increase in our customer base and to the favorable foreign exchange impact of the appreciation of the NIS against the Hong Kong dollar.

Our customer base grew 22.0% to 12.1 million as at December 31, 2008, compared to 9.9 million at the end of 2007. We sold our indirect interests in the Ghana operations and migrated temporarily our existing CDMA customers in Vietnam to a third-party network in connection with our switch from CDMA to GSM technology during 2008. Excluding customers in Ghana and Vietnam, the growth in our mobile telecommunications customer base was 27.7% from 9.4 million at the end of 2007. The growth in our customer base was largely driven by a 120.7% growth in our Indonesia operations with more than 2.4 million net additions. Our

mobile customer base in Hong Kong and Israel also grew 11.3% and 1.3%, respectively. The increase in 3G customer numbers in our Hong Kong mobile operations was, in part, stimulated by the launch of the iPhone™ 3G in the third quarter of 2008. This resulted in a combined 3G customer base in Hong Kong, Macau and Israel of approximately 2.3 million at the end of 2008, an increase of 33.8% from 1.7 million at the end of 2007.

Operating expenses

The following table presents a breakdown of our operating expenses from continuing operations for the years indicated and the percentage change from year to year:

| | <u>Year ended December 31,</u> | | <u>Change</u> |
|---------------------------------|--------------------------------|----------------------|---------------|
| | <u>2007</u> | <u>2008</u> | |
| | <u>HK\$ millions</u> | <u>HK\$ millions</u> | <u>%</u> |
| Cost of inventories sold | 2,671 | 2,785 | 4.3 |
| Staff costs | 2,295 | 2,511 | 9.4 |
| Depreciation and amortization | 4,226 | 4,531 | 7.2 |
| Other operating expenses | 10,182 | 12,291 | 20.7 |
| Total operating expenses | 19,374 | 22,118 | 14.2 |

Our operating expenses in 2008 increased 14.2% to HK\$22,118 million (US\$2,854.0 million) compared to HK\$19,374 million in 2007. The increase in operating expenses for the year was partly a result of higher turnover in our Hong Kong and Israel operations as well as higher operating expenses incurred from the network expansion in our Indonesia operations and the new GSM network rollout in Vietnam. The appreciation of the NIS against the Hong Kong dollar also contributed to the increase in operating expenses in our Israel operations. These increases were partly offset by a decrease in depreciation and amortization charges in our Thailand operations as a result of the impairment charges on non-current assets taken in 2007.

As a percentage of turnover, our operating expenses decreased to 93.2% of turnover in 2008 compared to 94.9% in 2007.

Our cost of inventories sold consisted primarily of costs of handsets incurred by our operations in Hong Kong and Israel. Cost of inventories sold increased by 4.3% to HK\$2,785 million (US\$359.4 million) in 2008 from HK\$2,671 million in 2007, mainly due to the higher average costs of handsets acquired by customers, particularly 3G handsets.

Staff costs increased by 9.4% to HK\$2,511 million (US\$324.0 million) in 2008 from HK\$2,295 million in 2007. As a percentage of total turnover, staff costs decreased to 10.6% in 2008 from 11.2% in 2007. The increase in staff costs was partly due to a 7.7% increase in the average number of employees of our Israel operations made in response to the growth of business as well as the foreign exchange impact resulting from the appreciation of the NIS against the Hong Kong dollar, offset in part by a 60.5% decrease in share-based compensation charges. The higher share-based compensation charges in 2007 were due to the adjustment of the exercise price of our employee stock options subsequent to the special dividend payment in June 2007.

Depreciation and amortization increased 7.2% to HK\$4,531 million (US\$584.7 million) in 2008 from HK\$4,226 million in 2007. Increases in depreciation and amortization were attributable partly to the accelerated depreciation charges totaling HK\$329 million (US\$42.5 million) of our Vietnam and Israel operations as well as the increase in depreciation and amortization charges in our Indonesia and Hong Kong mobile operations. These increases were offset in part by a decrease in depreciation and amortization charges of our Thailand operations as a result of the impairment charges on non-current assets taken in 2007.

The following table presents a breakdown of our other operating expenses from continuing operations:

| | <u>Year ended December 31,</u> | | <u>Change</u> |
|-----------------------------------------------------------------------|--------------------------------|----------------------|---------------|
| | <u>2007</u> | <u>2008</u> | |
| | <u>HK\$ millions</u> | <u>HK\$ millions</u> | <u>%</u> |
| Cost of services provided | 6,668 | 7,673 | 15.1 |
| General administrative and distribution costs | 1,711 | 1,996 | 16.7 |
| Operating leases in respect of buildings, hire of plant and machinery | 1,392 | 1,962 | 40.9 |
| Others | 411 | 660 | 60.6 |
| Other operating expenses | 10,182 | 12,291 | 20.7 |

Our other operating expenses increased 20.7% to HK\$12,291 million (US\$1,586.0 million) in 2008 from HK\$10,182 million in 2007. The main component of our other operating expenses is the cost of services provided (consisting of interconnection, roaming, international termination charges and network operating costs), which increased 15.1% to HK\$7,673 million (US\$990.1 million) in 2008 from HK\$6,668 million in 2007. The increase in interconnection, roaming and international termination charges was mainly due to the growth in our customer base and usage, while the increase in network operating costs was primarily attributable to the expansion of our network in Indonesia. As a result of network expansions, primarily in Indonesia, our mobile network grew 47.1% in 2008, in terms of the number of on-air base stations, compared to 2007, and this resulted in a significant increase in costs of network operation and maintenance, transmissions and lease-lines rentals.

The increase in other operating expenses was also due to a 16.7% increase in general administrative and distribution costs, which increased to HK\$1,996 million (US\$257.6 million) in 2008 from HK\$1,711 million in 2007. The increase in general administrative and distribution costs was driven mainly by the business expansion in Indonesia and increased customer acquisition and retention activities in our Hong Kong mobile operations.

In 2008, operating leases in respect of buildings, hire of plant and machinery increased 40.9% to HK\$1,962 million (US\$253.2 million), compared to HK\$1,392 million in 2007, as a result of the increased number of base station tower facilities leased from other operators or tower companies, including the leaseback of the 2,248 base station tower sites in Indonesia sold to Protelindo.

Impairment charge

We did not recognize any impairment charge in accordance with IAS 36 “Impairment of Assets” in 2008. In 2007, we recognized an impairment charge of HK\$3,854 million in connection with our investment in the mobile telecommunications business in Thailand. Our Thailand operations incurred losses since its operations began, and in 2007, our cash flow forecast for this segment indicated that the carrying values of certain non-current assets were not expected to be recoverable from future operating cash flow of the business. We therefore recognized an impairment charge in respect of network equipment, telecommunication licenses and certain non-current assets, in accordance with IAS 36.

Profit on disposal of investments and others, net

Our profit on disposal of investments and others, net increased significantly in 2008, to HK\$2,453 million (US\$316.5 million) from HK\$8 million in 2007. The increase was primarily due to two transactions in our Indonesia operations:

- profit on the sale of 2,248 base station tower sites of HK\$1,421 million (US\$182.2 million); and
- income of HK\$731 million (US\$93.7 million) in relation to a network supplier’s compensation in the form of credit vouchers.

We refer you to “Item 3. Key Information – Risk Factors – Risks Relating to our Business – We may be required to change our accounting treatment of certain sale and leaseback transactions in Indonesia” for more information about the accounting treatment for the sale of base station tower sites.

In addition, a net profit of HK\$298 million (US\$38.5 million) on disposal of our indirect interests in Ghana operations was recognized in the second half of 2008.

Operating profit/(loss)

Our operating profit from continuing operations was HK\$4,060 million (US\$523.9 million) in 2008 compared to an operating loss of HK\$2,819 million in 2007. The change from operating loss in 2007 to operating profit in 2008 was largely due to the one-off items recognized in 2008 as profit on disposal of investments and others, net totaling HK\$2,453 million (US\$316.5 million) in 2008 and the impairment charges in respect of our Thailand operations in 2007. Excluding the items described above, the accelerated depreciation charges in our Israel and Vietnam operations of HK\$329 million (US\$42.5 million) in 2008 and an exchange loss of HK\$156 million (US\$20.1 million) arising from our payment of a special dividend in 2008, like-for-like operating profit would have been HK\$2,092 million (US\$269.9 million) in 2008 compared to HK\$1,621 million in 2007. This increase reflected improved operating profits in Israel, Hong Kong and Thailand, partially offset by increased losses in Indonesia and Sri Lanka.

Interest and other finance costs, net

Interest income from continuing operations decreased by 33.7% to HK\$1,074 million (US\$138.6 million) in 2008 from HK\$1,619 million in 2007. Interest income in both years was primarily earned on cash balances resulting from our sale of CGP Investments Holdings. The decrease in interest income in 2008 was mainly due to lower bank deposit rates and the significant drop in cash balances at the beginning of December 2008 after the payment of a special dividend of HK\$33.7 billion (US\$4.3 billion). Interest and other finance costs from continuing operations of HK\$1,330 million (US\$171.6 million) in 2008 were comparable to HK\$1,335 million in 2007. The interest and other finance costs were principally related to our debts and changes in the fair value of derivative instruments.

(Loss)/Profit before taxation

As a result of the foregoing, we recorded a profit before taxation from continuing operations of HK\$3,793 million (US\$489.4 million) in 2008, compared to a loss of HK\$2,535 million in 2007.

Taxation

Our taxation charge from continuing operations in 2008 was HK\$874 million (US\$112.8 million), a 357.6% increase from HK\$191 million in 2007. The charge for 2008 was comprised of a current taxation charge of HK\$1,025 million (US\$132.3 million) and a deferred taxation credit of HK\$151 million (US\$19.5 million). The charge for 2007 was comprised of a current taxation charge of HK\$690 million and a deferred taxation credit of HK\$499 million. The increase in our current taxation charge in 2008 was mainly attributable to increased taxable income from our Israel operations. The decrease in the net deferred taxation credit compared to 2007 was primarily due to the reversal of a cumulative deferred tax liability in 2007 of HK\$421 million related to our Thailand operations as a result of the impairment charge taken on certain non-current assets.

(Loss)/Profit for the year from continuing operations

As a result of the foregoing, in 2008 we recorded a profit for the year from continuing operations of HK\$2,919 million (US\$376.7 million), compared to a loss for the year from continuing operations of HK\$2,726 million in 2007.

Profit from discontinued operations

We did not dispose of any operations in 2008 that were required to be presented as discontinued operations in accordance with IFRS 5, and no gains or losses from discontinued operations were recorded. In February 2007, we entered into an agreement to sell our entire interests in CGP Investments Holdings, a company that held through various subsidiaries the direct and indirect equity and loan interests in Hutchison Essar (now known as Vodafone Essar Limited) and its subsidiaries. Accordingly, the results pertaining to the Indian mobile telecommunications operations were presented as discontinued operations in accordance with IFRS 5 and a profit from discontinued operations of HK\$70,502 million was recorded in 2007.

Profit attributable to equity holders

Profit attributable to our equity holders in 2008 was HK\$1,883 million (US\$243.0 million), or earnings per share of HK\$0.39 (US\$0.05), compared to a profit attributable to equity holders in 2007 of HK\$66,884 million, or earnings per share of HK\$14.01. Our profit attributable to equity holders in 2007 consisted of a loss from continuing operations attributable to our equity holders of HK\$3,147 million, or a loss per share of HK\$0.66, and a profit from discontinued operations attributable to our equity holders of HK\$70,031 million.

Results of our operating companies

The following table presents a breakdown of turnover from our continuing operations for the years indicated by segment and the percentage of total turnover accounted for by each segment:

| | Year ended December 31, | | | |
|----------------------|-------------------------|-------|---------------|-------|
| | 2007 | | 2008 | |
| | HK\$ millions | % | HK\$ millions | % |
| Israel | 11,650 | 57.1 | 13,813 | 58.2 |
| Hong Kong mobile | 4,775 | 23.4 | 5,376 | 22.7 |
| Hong Kong fixed-line | 2,436 | 11.9 | 2,693 | 11.4 |
| Thailand | 973 | 4.8 | 1,192 | 5.0 |
| Indonesia | 117 | 0.6 | 315 | 1.3 |
| Others: | | | | |
| Ghana | 194 | 1.0 | 123 | 0.5 |
| Sri Lanka | 189 | 0.9 | 160 | 0.7 |
| Vietnam | 40 | 0.2 | 18 | 0.1 |
| Others | 27 | 0.1 | 35 | 0.1 |
| Total others: | 450 | 2.2 | 336 | 1.4 |
| Turnover | 20,401 | 100.0 | 23,725 | 100.0 |

The following table presents a breakdown of operating expenses from our continuing operations for the years indicated by segment and the percentage of total operating expenses accounted for by each segment:

| | Year ended December 31, | | | |
|----------------------|-------------------------|-------|---------------|-------|
| | 2007 | | 2008 | |
| | HK\$ millions | % | HK\$ millions | % |
| Israel | 9,461 | 48.8 | 10,836 | 49.0 |
| Hong Kong mobile | 4,328 | 22.3 | 4,944 | 22.3 |
| Hong Kong fixed-line | 2,194 | 11.3 | 2,361 | 10.7 |
| Thailand | 1,581 | 8.2 | 1,112 | 5.0 |
| Indonesia | 743 | 3.8 | 1,657 | 7.5 |
| Others: | | | | |
| Ghana | 214 | 1.1 | 136 | 0.6 |
| Sri Lanka | 125 | 0.7 | 167 | 0.8 |
| Vietnam | 319 | 1.7 | 538 | 2.4 |
| Others | 409 | 2.1 | 367 | 1.7 |
| Total others | 1,067 | 5.6 | 1,208 | 5.5 |
| Operating expenses | 19,374 | 100.0 | 22,118 | 100.0 |

The following table presents, for the years indicated, a breakdown of operating (loss)/profit by segment, impairment charges, profit on disposal of investments and others, net, from our continuing operations and the percentage of total operating profit before disposal of investments and others accounted for by each segment:

| | Year ended December 31, | | | |
|------------------------------------------------------------|-------------------------|--------|---------------|--------|
| | 2007 | | 2008 | |
| | HK\$ millions | % | HK\$ millions | % |
| Israel | 2,189 | 213.1 | 2,977 | 185.2 |
| Hong Kong mobile | 447 | 43.5 | 432 | 26.9 |
| Hong Kong fixed-line | 242 | 23.6 | 332 | 20.7 |
| Thailand | (608) | (59.2) | 80 | 5.0 |
| Indonesia | (626) | (61.0) | (1,342) | (83.5) |
| Others: | | | | |
| Ghana | (20) | (1.9) | (13) | (0.8) |
| Sri Lanka | 64 | 6.2 | (7) | (0.4) |
| Vietnam | (279) | (27.2) | (520) | (32.4) |
| Others | (382) | (37.1) | (332) | (20.7) |
| Total others | (617) | (60.0) | (872) | (54.3) |
| Operating profit before disposal of investments and others | 1,027 | 100.0 | 1,607 | 100.0 |
| Impairment charge for Thailand segment | (3,854) | | — | |
| Profit on disposal of investments and others, net | 8 | | 2,453 | |
| Operating (loss)/profit | (2,819) | | 4,060 | |

Israel. Our Israel operations accounted for 58.2% of our total turnover in 2008 compared to 57.1% in 2007. Turnover in our Israel operations grew by 18.6% to HK\$13,813 million (US\$1,782.3 million) in 2008 compared to HK\$11,650 million in 2007. Turnover growth was primarily driven by the favorable currency exchange movements of the NIS against the Hong Kong dollar. The growth was also attributable to the increase in customer base, especially in 3G customers who typically have a higher average revenue per user, higher average minutes of use per user and higher content and data revenues. This higher level of turnover was partially offset by a decrease in interconnect income as a result of the mandated reduction in interconnect charges by the Ministry of Communications of Israel. The customer base of our Israel operations increased 1.3% to 2,898,000 at the end of 2008 from 2,860,000 at the end of 2007. As at December 31, 2008, the 3G customer base of our Israel operations represented 32.8% of our total customer base in Israel.

Operating expenses increased by 14.5% to HK\$10,836 million (US\$1,398.2 million) in 2008 from HK\$9,461 million in 2007,

due partly to the foreign exchange impact of the appreciation of the NIS against the Hong Kong dollar during 2008, as well as an accelerated depreciation charge of HK\$162 million (US\$20.9 million) resulting from an agreement entered into with LM Ericsson Israel Ltd in December 2007 to replace certain 3G equipment.

As a percentage of turnover, operating expenses decreased to 78.4% in 2008 compared to 81.2% in 2007.

As a result of the factors discussed above, operating profit before profit on disposal of investments and others, net from our Israel operations increased 36.0% to HK\$2,977 million (US\$384.1 million) in 2008, compared to HK\$2,189 million in 2007.

Hong Kong mobile. Our Hong Kong mobile operations accounted for 22.7% of our total turnover in 2008, around the same level as in 2007, when our Hong Kong mobile operations accounted for 23.4% of our total turnover. Turnover from our Hong Kong mobile operations increased 12.6% to HK\$5,376 million (US\$693.7 million) in 2008 from HK\$4,775 million in 2007. Turnover growth was driven primarily by a larger customer base, which resulted in increased voice, inbound and outbound roaming and data and content revenues. Our customer base in Hong Kong and Macau increased by 11.3% to 2.7 million at year-end 2008 from 2.4 million at the end of 2007. At the end of 2008, we had approximately 2.4 million customers in Hong Kong and 305,000 customers in Macau. Boosted by the launch of the iPhone™ 3G in the third quarter of 2008, the 3G customer base of our Hong Kong mobile operations increased 24.2% year-on-year to 1.3 million at the end of 2008. As at December 31, 2008, the 3G customer base represented 49.6% of our mobile customer base of our Hong Kong mobile operations.

Operating expenses for the Hong Kong mobile operations increased by 14.2% to HK\$4,944 million (US\$637.9 million) in 2008 from HK\$4,328 million in 2007, due primarily to higher interconnection costs and amortization charges for capitalized customer acquisition and retention costs.

Operating profit from our Hong Kong mobile operations slightly decreased by 3.4% to HK\$432 million (US\$55.7 million) in 2008, compared to HK\$447 million in 2007.

Hong Kong fixed-line. Our Hong Kong fixed-line operations accounted for 11.4% of our total turnover in 2008, compared to 11.9% in 2007. Turnover from our Hong Kong fixed-line operations increased 10.6% to HK\$2,693 million (US\$347.5 million) in 2008 from HK\$2,436 million in 2007. Our fixed-line operations in Hong Kong consist of three market segments: international and carrier business, corporate and business market, and residential market. The international and carrier business and the corporate and business market recorded growth in turnover of 24.8% and 11.3%, respectively, in 2008, but there was a slight decrease in revenue in the residential market as a result of the intense market competition and shrinking of the residential voice market in Hong Kong.

Operating expenses increased 7.6% to HK\$2,361 million (US\$304.6 million) in 2008 from HK\$2,194 million in 2007. The increase was mainly due to increases in IDD charges and leased line rentals.

As a result of the factors discussed above, operating profit from our Hong Kong fixed-line operations increased by 37.2% to HK\$332 million (US\$42.8 million) in 2008 from HK\$242 million in 2007.

Thailand. Our Thailand operations accounted for 5.0% of our total turnover in 2008, compared to 4.8% in 2007. Turnover in 2008 increased to HK\$1,192 million (US\$153.8 million) from HK\$973 million in 2007. The increase in turnover was mainly driven by a 9.4% year-on-year increase in the customer base to 1.1 million at the end of 2008 from 978,000 at the end of 2007.

Operating expenses decreased 29.7% to HK\$1,112 million (US\$143.5 million) in 2008 from HK\$1,581 million in 2007, primarily due to the decrease in depreciation and amortization. As a result of the impairment charges on certain non-current assets in 2007, the depreciation charge in 2008 reflected only the charges for the non-current assets acquired in 2008.

The operating profit from our Thailand operations was HK\$80 million (US\$10.3 million) in 2008, compared to a loss after impairment charge of HK\$4,462 million in 2007. The change from operating loss in 2007 to operating profit in 2008 was primarily due to the impairment charge of HK\$3,854 million on non-current assets recognized in 2007, which also resulted in a significant reduction in depreciation and amortization charges in 2008.

Indonesia. We launched operations in Indonesia in the first half of 2007. In 2008, we expanded our network coverage to the island of Sulawesi, achieving a customer base of 4.5 million at the end of 2008, with more than 2.4 million net additions during 2008. Prepaid customers accounted for 99.8% of the total customer base. As at December 31, 2008, the geographic area covered by our network included over 67% of the total population of Indonesia.

Turnover in 2008 increased to HK\$315 million (US\$40.6 million) from HK\$117 million in 2007, mainly driven by increases in customer base and SMS usage. Turnover for the year reflected a full year operations in 2008, compared to a partial year in 2007, since the service launched in the first half of 2007.

Operating expenses increased to HK\$1,657 million (US\$213.8 million) in 2008 from HK\$743 million in 2007. Depreciation and amortization amounted to HK\$339 million (US\$43.7 million) in 2008, compared to HK\$151 million in 2007. The increase in depreciation in 2008 reflected a full year charge on fixed assets and the higher level of capital expenditure recognized during the year. Amortization charges were recorded in respect of the 3G license, which has been capitalized as an intangible asset and amortized on a straight-line basis over the life of the license.

The number of on-air base stations increased from 2,256 at the end of 2007 to over 6,300 by the end of 2008, resulting in higher operating costs, including higher network operation and maintenance costs, higher operating lease costs due to an increase in the number of base station tower sites that are leased from third-party operators and tower companies, and increased managed service costs and frequency fee charges. In addition, we incurred higher retail branding costs for various sales and marketing programs throughout the year.

In March 2008, we entered into a conditional tower transfer agreement to sell up to 3,692 base station tower sites for cash consideration of US\$500.0 million (HK\$3,882 million). Completion of the sale is expected to occur in tranches over a two-year period. The sale of the first and second tranches comprising 2,248 base station tower sites were completed and a total profit from the sale of HK\$1,421 million (US\$182.2 million) was recognized in 2008. We refer you to “Item 3. Key Information – Risk Factors – Risks Relating to our Business – We may be required to change our accounting treatment of certain sale and leaseback transactions in Indonesia” for more information about the accounting treatment for these transactions.

We also recognized a gain of HK\$731 million (US\$93.7 million) as other income relating to compensation received by our Indonesia operations from a network supplier in the form of credit vouchers. We utilized some of the vouchers during 2008 and expect to utilize the remaining vouchers in an aggregate amount of US\$47.4 million (approximately HK\$370 million) in 2009 and 2010.

As a result of the factors discussed above, our operating profit after the profit on disposal of investments and others, net was HK\$810 million (US\$104.5 million) compared to an operating loss of HK\$626 million in 2007, primarily as a result of the gains totaling HK\$2,152 million (US\$277.7 million) recognized during the year from the sale of base station tower sites and credit vouchers received. Excluding these gains, our Indonesia operations would have reported an operating loss of HK\$1,342 million (US\$173.2 million) in 2008.

Other operations

Sri Lanka. Turnover decreased 15.3% to HK\$160 million (US\$20.6 million) in 2008 from HK\$189 million in 2007. The decrease in turnover was a result of both a 22.3% decrease in our customer base to 887,000 at the end of 2008 from 1.1 million at the end of 2007 and on-going tariff decreases in light of severe competition.

Our Sri Lanka operations recorded operating expenses of HK\$167 million (US\$21.5 million) in 2008, a 33.6% increase compared to HK\$125 million in 2007. The increase in operating expenses was primarily a result of increased network rental and maintenance costs for additional base stations acquired during the year. The number of base stations on-air at the end of 2008 reached 600, an increase of more than 50% compared to 2007. The increase in operating costs was also attributable to increased network site rental expenses and a six-fold increase in cellular and transmission frequency charges by the Telecommunication Regulatory Commission of Sri Lanka in 2008.

As a result of the factors discussed above, our Sri Lanka operations incurred an operating loss of HK\$7 million (US\$0.9 million) in 2008, compared to an operating profit of HK\$64 million in 2007.

Vietnam. In March 2008, we were granted an Investment Certificate from The People's Committee of Hanoi City, that permitted the conversion of the CDMA network to GSM with a renewed operating period of a further 15 years. In connection with this change, we stopped customer recruitment and existing customers were temporarily migrated to a third-party network during the first half of 2008. We launched GSM services in Vietnam in April 2009, under a new brand name, "Vietnamobile."

Due to the difference in technology, some CDMA equipment can, with modifications, be used in the new GSM network, while other CDMA equipment cannot be re-used and therefore will not be used for the entire useful life that had initially been estimated for that equipment. This resulted in recognition of an accelerated depreciation charge of HK\$167 million (US\$21.5 million) on non-reusable CDMA equipment and capitalized expenses to bring the carrying value of these non-reusable assets as at December 31, 2008 down to their fair value less costs to sell.

Operating loss from our Vietnam operations increased to HK\$520 million (US\$67.1 million) in 2008 from HK\$279 million in 2007. This increase was primarily related to costs incurred in rolling out our GSM network.

Others. Turnover in our other operations increased to HK\$35 million (US\$4.5 million) in 2008 from HK\$27 million in 2007. Turnover from other operations primarily included the results of our subsidiary PowerCom Network Hong Kong Limited.

Operating expenses from other operations decreased slightly to HK\$367 million (US\$47.4 million) in 2008 from HK\$409 million in 2007, primarily due to the decrease in share-based payment charges related to the adjustment of the exercise price of our employee stock options subsequent to our payment of a special dividend in 2007, offset by a realized exchange loss relating to the payment of the special cash dividend in December 2008.

As a result of the factors discussed above, operating loss from our other operations decreased to HK\$332 million (US\$42.8 million) in 2008 compared to HK\$382 million in 2007.

Results of Operations for the year ended December 31, 2007 compared to the year ended December 31, 2006

Group results

The following discussion covers both continuing and discontinued operations.

Turnover

Our turnover from continuing operations in 2007 was HK\$20,401 million, an increase of 13.8% from HK\$17,923 million in 2006. Growth mainly came from strong revenue growth in our Israel and Hong Kong operations.

Turnover in our Hong Kong mobile and Israel operations in 2007 grew by 13.7% and 18.9%, respectively, compared to 2006, and together accounted for most of our total turnover growth in 2007. Our Thailand operations experienced a 4.3% decrease in turnover to HK\$973 million in 2007 compared to HK\$1,017 million in 2006.

Our customer base grew by 57% to 9.9 million as at December 31, 2007, compared to 6.3 million at the end of 2006 (excluding those customers in India). Growth in our customer base was primarily the result of launching our services in Indonesia and Vietnam, as well as significant customer growth in Sri Lanka and Thailand. Our customer base in Hong Kong and Israel also grew by 13.5% and 7.2%, respectively, with approximately 409,000 2G customers upgrading to 3G in these two markets. This resulted in a combined 3G customer base in Hong Kong, Macau and Israel of 1.7 million at the end of 2007, an increase of 67.5% from 1.0 million for Hong Kong and Israel at the end of 2006.

Operating expenses

The following table presents a breakdown of our operating expenses from continuing operations for the years indicated and the percentage change from year to year:

| | Year ended December 31, | | Change |
|---------------------------------|--------------------------------|----------------------|---------------|
| | 2006 | 2007 | |
| | HK\$ millions | HK\$ millions | % |
| Cost of inventories sold | 2,164 | 2,671 | 23.4 |
| Staff costs | 1,897 | 2,295 | 21.0 |
| Depreciation and amortization | 3,804 | 4,226 | 11.1 |
| Other operating expenses | 8,685 | 10,182 | 17.2 |
| Total operating expenses | 16,550 | 19,374 | 17.1 |

Our operating expenses in 2007 increased 17.1% to HK\$19,374 million compared to HK\$16,550 million in 2006. The increase in operating expenses was primarily attributable to higher operating expenses incurred in our operations in Vietnam and Indonesia, which commenced operations in 2007. Excluding the costs of HK\$1,062 million related to the launch of operations in Indonesia and Vietnam, in 2007 our operating expenses increased by 11.8% compared to a 12.9% increase in turnover (excluding turnover generated by our operations in Indonesia and Vietnam).

As a percentage of turnover, our operating expenses increased from 92.3% of turnover in 2006 to 94.9% in 2007.

Cost of inventories sold increased by 23.4% to HK\$2,671 million, from HK\$2,164 million in 2006, mainly due to higher sales, particularly 3G sales, where the cost of the handset is typically higher than for 2G sales. Our cost of inventories sold primarily consists of handsets sold by our operations in Hong Kong and Israel.

Staff costs increased by 21.0% to HK\$2,295 million in 2007 from HK\$1,897 million in 2006. As a percentage of total turnover, staff costs increased to 11.2% of turnover in 2007 from 10.5% in 2006. The increase in staff costs was partly due to additional share-based compensation charges of HK\$223 million incurred as a result of our adjustment of the exercise price of our employee stock options subsequent to our payment of a special dividend of HK\$6.75 per share in June 2007. It was also due to a 10.1% increase in our total number of employees, which expanded primarily to support the launch of our operations in Vietnam and Indonesia and general growth in our business activities as well as the payment of a retirement bonus for the former CEO of Partner.

Depreciation and amortization increased 11.1% to HK\$4,226 million in 2007 from HK\$3,804 million in 2006. Increases in depreciation were primarily attributable to our rollout of services in Indonesia and Vietnam. The increase in amortization was also partly due to the full-year amortization in 2007 of the transmission business of Med-1 I.C.1 (1999) Ltd. in Israel, which we acquired in July 2006, as well as additional amortization charges on capitalized operating expenses.

The following table presents a breakdown of our other operating expenses from continuing operations:

| | Year ended December 31, | | Change % |
|-----------------------------------------------------------------------|-------------------------|-----------------------|-------------|
| | 2006 HK\$ millions | 2007 HK\$ millions | |
| Cost of services provided | 5,706 | 6,668 | 16.9 |
| General administrative and distribution costs | 1,435 | 1,711 | 19.2 |
| Operating leases in respect of buildings, hire of plant and machinery | 1,233 | 1,392 | 12.9 |
| Others | 311 | 411 | 32.2 |
| Other operating expenses | 8,685 | 10,182 | 17.2 |

Our other operating expenses increased 17.2% to HK\$10,182 million in 2007 from HK\$8,685 million in 2006. The main component of our other operating expenses is the cost of services provided (consisting of interconnection, roaming, international termination charges and network operating costs), which increased by 16.9% to HK\$6,668 million in 2007 from HK\$5,706 million in 2006. The increase in interconnection, roaming and international termination charges was mainly due to growth in our customer base and usage, while the increase in network costs was primarily attributable to the expansion of our networks in Indonesia, Vietnam, Sri Lanka and Macau. As a result of these network expansions, our mobile network grew by 40.1% in 2007, in terms of the number of on-air base stations, as compared to 2006, and this resulted in a significant increase in costs of network operation and maintenance, transmissions, cell site rentals and lease-lines rentals.

The increase in our other operating expenses was also partly due to a 19.2% increase in general administrative and distribution costs to HK\$1,711 million in 2007 from HK\$1,435 million in 2006. The increase in general administrative and distribution costs was driven mainly by increased customer acquisition and retention programs in Israel and Hong Kong, the launch of services in Vietnam and Indonesia and the launch of 3G service in Macau. In 2007, operating leases in respect of buildings, hire of plant and machinery increased by 12.9% to HK\$1,392 million, compared to HK\$1,233 million in 2006 mainly as a result of the expansion of our Macau operations and our Hong Kong fixed line operations.

Other operating expenses represented 49.9% of our total turnover in 2007, an increase of 1.4% from 48.5% in 2006. This increase was primarily as a result of increases in operating expenses associated with the launch of operations in Indonesia and Vietnam.

Impairment charge

In 2007, we recognized an impairment charge of HK\$3,854 million in connection with our Thailand operations. Our Thailand operations incurred losses in 2007, and our cash flow forecasts for this segment indicated that the carrying values of certain non-current assets were not expected to be recoverable from future operating cash flow of the business. We therefore recognized an impairment charge in respect of network equipment, telecommunication licenses and certain non-current assets, in accordance with IAS 36 "Impairment of Assets."

Profit on disposal of investments and others, net

Our profit on disposal of investments and others decreased to HK\$8 million in 2007 from HK\$44 million in 2006.

Operating profit/(loss)

As a result of the foregoing, in 2007 we recorded an operating loss of HK\$2,819 million compared to an operating profit of HK\$1,417 million in 2006.

Interest and other finance costs, net

We recorded interest income from interest earned on cash balances of HK\$1,619 million in 2007 compared to HK\$66 million in 2006. The higher level of interest income in 2007 was primarily due to interest we earned on cash balances resulting from our sale of CGP Investments Holdings. Interest and other finance costs decreased 19.2% to HK\$1,335 million in 2007 from HK\$1,652 million in 2006, primarily due to lower levels of gross debt in our Israel, Hong Kong and Thailand operations. Interest income at our corporate office amounted to HK\$1,555 million, compared to zero in 2006; the increase was a result of cash balances retained subsequent to the sale of CGP Investments Holdings. Interest and other finance costs were principally related to our debt and changes in fair value of derivative instruments.

Loss before taxation

As a result of the foregoing, we recorded a loss before taxation of HK\$2,535 million in 2007, compared to a loss of HK\$170 million in 2006.

Taxation

Our taxation charge in 2007 was HK\$191 million, a 70.8% decrease from a charge of HK\$653 million in 2006. The charge for 2007 was comprised of a current taxation charge of HK\$690 million and a deferred taxation credit of HK\$499 million. The increase in our current taxation charge in 2007 was mainly attributable to increased taxable income from our Israel operations. Our higher net deferred taxation credit was primarily due to our reversal of cumulative deferred tax liability charges that reflected temporary differences that had arisen between the base asset value for tax purposes and the carrying value for financial statement purposes of our impaired non-current assets in Thailand.

Loss from continuing operations

Our loss from continuing operations in 2007 was HK\$2,726 million, compared to a loss of HK\$823 million in 2006, primarily due to the HK\$3,854 million impairment charge in respect of our Thailand operations. Excluding the impairment charge in Thailand, which had a net impact of HK\$3,433 million after the reversal of HK\$421 million in deferred tax credits, we would have recorded a profit from continuing operations of HK\$707 million.

Profit from discontinued operations

In February 2007, we entered into an agreement to sell our entire interests in CGP Investments Holdings, a company which held through various subsidiaries the direct and indirect equity and loan interests in Hutchison Essar and its subsidiaries, to a wholly-owned subsidiary of Vodafone, for a cash consideration of approximately US\$11,074 million (approximately HK\$86.6 billion). Accordingly, the results pertaining to the Indian mobile telecommunications operations were presented as discontinued operations in accordance with IFRS 5.

Discontinued operations contributed HK\$70,502 million to our profit for 2007. This amount was comprised of HK\$1,159 million from operating activities through May 8, 2007 and HK\$69,343 million from the gain on disposal of CGP Investments Holdings.

Profit attributable to equity holders

Profit attributable to our equity holders in 2007 was HK\$66,884 million, or earnings per share of HK\$14.01. We recorded a loss of HK\$3,147 million, or loss per share of HK\$0.66, from continuing operations and a profit of HK\$70,031 million from discontinued operations.

Results of our operating companies

The following table presents a breakdown of turnover from our continuing operations by segment and the percentage of total turnover accounted for by each segment for the years indicated:

| | Year ended December 31, | | | |
|----------------------|-------------------------|-------|---------------|-------|
| | 2006 | | 2007 | |
| | HK\$ millions | % | HK\$ millions | % |
| Israel | 9,796 | 54.7 | 11,650 | 57.1 |
| Hong Kong mobile | 4,199 | 23.4 | 4,775 | 23.4 |
| Hong Kong fixed-line | 2,406 | 13.4 | 2,436 | 11.9 |
| Thailand | 1,017 | 5.7 | 973 | 4.8 |
| Indonesia | — | 0.0 | 117 | 0.6 |
| Others: | | | | |
| Ghana | 130 | 0.7 | 194 | 1.0 |
| Sri Lanka | 124 | 0.7 | 189 | 0.9 |
| Vietnam | — | 0.0 | 40 | 0.2 |
| Others | 251 | 1.4 | 27 | 0.1 |
| Total others | 505 | 2.8 | 450 | 2.2 |
| Turnover | 17,923 | 100.0 | 20,401 | 100.0 |

The following table presents a breakdown of operating expenses for the years indicated by segment and the percentage of operating expenses accounted for by each segment:

| | Year ended December 31, | | | |
|----------------------|-------------------------|-------|---------------|-------|
| | 2006 | | 2007 | |
| | HK\$ millions | % | HK\$ millions | % |
| Israel | 8,088 | 48.9 | 9,461 | 48.8 |
| Hong Kong mobile | 3,952 | 23.9 | 4,328 | 22.3 |
| Hong Kong fixed-line | 2,147 | 13.0 | 2,194 | 11.3 |
| Thailand | 1,518 | 9.2 | 1,581 | 8.2 |
| Indonesia | 124 | 0.7 | 743 | 3.8 |
| Others: | | | | |
| Ghana | 174 | 1.0 | 214 | 1.1 |
| Sri Lanka | 89 | 0.5 | 125 | 0.7 |
| Vietnam | 46 | 0.3 | 319 | 1.7 |
| Others | 412 | 2.5 | 409 | 2.1 |
| Total others | 721 | 4.3 | 1,067 | 5.6 |
| Operating expenses | 16,550 | 100.0 | 19,374 | 100.0 |

The following table presents, for the years indicated, a breakdown of operating profit/(loss) by segment, impairment charges, profit on disposal of investments and others, net, and the percentage of total operating profit accounted for by each segment:

| | Year ended December 31, | | | |
|------------------------------------------------------------|-------------------------|--------|---------------|--------|
| | 2006 | | 2007 | |
| | HK\$ millions | % | HK\$ millions | % |
| Israel | 1,708 | 124.4 | 2,189 | 213.1 |
| Hong Kong mobile | 247 | 18.0 | 447 | 43.5 |
| Hong Kong fixed-line | 259 | 18.9 | 242 | 23.6 |
| Thailand | (501) | (36.5) | (608) | (59.2) |
| Indonesia | (124) | (9.0) | (626) | (61.0) |
| Others: | | | | |
| Ghana | (44) | (3.2) | (20) | (1.9) |
| Sri Lanka | 35 | 2.5 | 64 | 6.2 |
| Vietnam | (46) | (3.4) | (279) | (27.2) |
| Others | (161) | (11.7) | (382) | (37.1) |
| Total others | (216) | (15.8) | (617) | (60.0) |
| Operating profit before disposal of investments and others | 1,373 | 100.0 | 1,027 | 100.0 |
| Impairment charge for Thailand segment | — | | (3,854) | |
| Profit on disposal of investments and others, net | 44 | | 8 | |
| Operating profit/ (loss) | 1,417 | | (2,819) | |

Israel. Our Israel operations accounted for 57.1% of total turnover in 2007 compared to 54.7% of total turnover in 2006. Turnover in our Israel operations grew by 18.9% to HK\$11,650 million in 2007 compared to HK\$9,796 million in 2006. Turnover growth was primarily due to customer growth, especially in 3G customers, who typically have a higher ARPU, and business customers, higher average minutes of use per user and an increase in content and data revenues. This higher level of turnover was partially offset by a decrease in average revenue per minute caused by regulatory measures mandating a reduction of approximately 10% in interconnect tariffs and a new regulation restricting our ability to charge for calls directed to voice mail. The growth in turnover also benefited from favorable exchange rates for the NIS against the Hong Kong dollar; in local currency terms, turnover growth was 9.0%. At the end of 2007, our Israel operations customer base increased by 7.2% to 2.9 million from 2.7 million at the end of 2006. As at December 31, 2007, the 3G customer base of our Israel operations represented 22.1% of our total customer base in Israel.

Operating expenses increased by 17.0% to HK\$9,461 million in 2007 from HK\$8,088 million in 2006, primarily due to higher distribution and commission expenses and increased provisions for doubtful accounts from receivables on handset sales and service revenues. In addition, there were significant expenses in respect of a retirement bonus for the former CEO of Partner as well as a reduction in interconnection rates and royalty charges.

As a result of the factors discussed above, operating profit from our Israel operations increased 28.2% to HK\$2,189 million in 2007, compared to HK\$1,708 million in 2006.

Hong Kong mobile. Our Hong Kong mobile operations accounted for 23.4% of total turnover in 2007, the same percentage as in 2006. Turnover from our mobile operations in Hong Kong increased by 13.7% to HK\$4,775 million in 2007 from HK\$4,199 million in 2006. Turnover growth was primarily due to customer growth, especially in 3G customers, and higher ARPU as a result of more

3G customers, higher data and content revenues and increased roaming revenues. Our customer base in Hong Kong and Macau increased by 13.5% to 2.4 million at year-end 2007 from 2.1 million at the end of 2006. At the end of 2007, we had approximately 2.1 million customers in Hong Kong and 283,000 in Macau. As at December 31, 2007, our 3G customer base of 1.1 million represented 44.5% of the total customer base in Hong Kong and Macau and compared to 0.7 million at the end of 2006.

Operating expenses increased by 9.5% to HK\$4,328 million in 2007 from HK\$3,952 million 2006, due in part to the share-based payment charge related to the adjustment of the exercise price of our employee stock options subsequent to our payment of a special dividend in June 2007, a portion of which was allocated to employees of our Hong Kong mobile operations. We also incurred higher customer acquisition and retention costs and a corresponding increase in the amortization of capitalized customer acquisition and retention costs. Higher network and IT operating expenses were incurred in rolling out our 3G network in Macau.

As a result of the factors discussed above, operating profit from our Hong Kong mobile operations increased by 81.0% to HK\$447 million in 2007, compared to HK\$247 million in 2006.

Hong Kong fixed-line. Our fixed-line operations accounted for 11.9% of total turnover in 2007, compared to 13.4% in 2006. Turnover in Hong Kong fixed-line operations increased 1.2% to HK\$2,436 million in 2007 from HK\$2,406 million in 2006. Our fixed-line operations in Hong Kong are grouped into three segments: international and carrier business, corporate and business market, and residential market. During 2007, all three of these segments experienced growth in turnover.

Operating expenses increased by 2.2% to HK\$2,194 million in 2007 from HK\$2,147 million in 2006, due in part to the share-based payment charge related to the adjustment of the exercise price of our employee stock options subsequent to our payment of a special dividend in June 2007, a portion of which was allocated to employees of our Hong Kong fixed-line operations. We also incurred higher costs associated with network outsourcing activities and an increase in the amortization charge of capitalized costs as a result of a change in the estimated customer contract life.

As a result of the factors discussed above, operating profit from our Hong Kong fixed-line operations decreased by 6.6% to HK\$242 million in 2007 from HK\$259 million in 2006.

Thailand. Our Thailand operations accounted for 4.8% of total turnover in 2007, compared to 5.7% in 2006. Turnover in our Thailand operations decreased to HK\$973 million in 2007 from HK\$1,017 million in 2006. The decrease in turnover was mainly a result of the change in customer mix towards more prepaid customers and a decline in blended ARPU. As at December 31, 2007, our customer base had risen to 978,000, an increase of 34.3% compared to 728,000 at the end of 2006. The increase in customer base was due to a 45.3% increase in prepaid customers and a 19.6% increase in postpaid customers. At the end of 2007, our prepaid customer base represented 62.0% of our total customer base in Thailand, compared to 57.3% at the end of 2006. Prepaid customers generally have lower ARPU than postpaid customers.

Operating expenses increased by 4.2% to HK\$1,581 million in 2007 from HK\$1,518 million in 2006, primarily due to the appreciation of the Thai Baht and increases in outsourcing and advertising costs, as well as higher customer acquisition and retention costs. During the second half of 2007, we took a provision of HK\$60 million in respect of certain flow-through charges for regulatory license fees levied on CAT Telecom and which CAT Telecom passed on to us.

The operating loss from our Thailand operations was HK\$4,462 million in 2007, compared to HK\$501 million in 2006. The loss was primarily a result of an impairment charge of HK\$3,854 million that we recognized in 2007, relating to our non-current assets in Thailand in accordance with IAS 36.

Indonesia. We launched operations in Indonesia in the first half of 2007 and recorded turnover of HK\$117 million for the year.

Our customer base in Indonesia grew to 2.0 million by the end of 2007, with more than 99.8% of the customer base in the prepaid segment. Our business in Indonesia is still in the initial expansion phase, where we are working to expand service coverage and are offering heavily discounted promotions to support initial growth in customer base.

Operating expenses increased to HK\$743 million in 2007 from HK\$124 million in 2006. With the launch of operations, we commenced recognizing depreciation and amortization expenses, which amounted to HK\$151 million in 2007. Depreciation expenses were recognized on the network and other assets and amortization expenses were recorded in respect of the 3G license, which has been capitalized under IAS 32 “Financial Instruments: Presentation” as an intangible asset and was amortized on a straight line basis over the life of the license. In addition, we incurred costs resulting from the first year of operations since the date of launch in 2007, including higher rental and transmission costs for base station sites, higher market and advertising costs associated with the launch of the service, and higher sales and distribution costs, including costs associated with customer acquisition and subsidies.

Operating loss from our Indonesia operations increased to HK\$626 million in 2007 from HK\$124 million in 2006. These losses were primarily a result of costs related to the launch of service in 2007.

Other operations

Ghana. Turnover in our Ghana operations increased by 49.2% to HK\$194 million in 2007 from HK\$130 million in 2006. The strong growth for the year was mainly driven by the growth in the customer base, which more than offset lower ARPU. Our customer base increased to approximately 289,000 at the end of 2007, 44.5% higher than our customer base of approximately 200,000 at the end of 2006, mainly due to improvements in the quality of handsets we offered and our implementation of new marketing strategies. The lower ARPU was primarily a result of declining minutes of use per user.

Operating expenses were HK\$214 million in 2007, a 23.0% increase from HK\$174 million in 2006. The growth in operating expenses was partially due to higher network and operating costs as a result of the increase in the size of our network, higher marketing and advertising costs and higher customer acquisition costs, as well as higher general and administrative expenses.

As a result of the factors discussed above, operating losses from our Ghana operations decreased by 54.5% to HK\$20 million in 2007 from HK\$44 million in 2006.

Sri Lanka. Turnover increased 52.4% to HK\$189 million in 2007 from HK\$124 million in 2006. The growth was driven by a 104.1% increase in our customer base to 1.1 million compared to 559,000 in 2006. The higher number of customers was offset in part by a decline in ARPU in 2007, mainly due to lower minutes of use per user. The decline in minutes of use per user was primarily due to the imposition of a mobile service levy, as well as high inflation in Sri Lanka during 2007.

Our Sri Lanka operations recorded operating expenses of HK\$125 million in 2007, a 40.4% increase over operating costs of HK\$89 million in 2006. The increase in operating expenses was primarily a result of increased costs associated with customer acquisitions and a value-added tax charge for promotional discounts of HK\$6.5 million, which represented 5.2% of our Sri Lanka operations' total operating costs.

As a result of the factors discussed above, operating profit from our Sri Lanka operations increased by 82.9% to HK\$64 million in 2007 from HK\$35 million in 2006.

Vietnam. We launched our Vietnam operations in the first half of 2007 and recorded turnover of HK\$40 million for the year. During the second half of the year, we applied to change our operating license in order to switch from CDMA to GSM services. We were granted an Investment Certificate from the People's Committee of Hanoi City on March 8, 2008 permitting our Vietnam operations, HT Mobile, to convert its CDMA network to GSM. The Investment Certificate is for a period of 15 years and contains a rollout requirement to have 3,000 base station tower sites by March 2009.

We experienced a slow-down in customer acquisition and promotional activity in the second half of 2007 due to the application to change operating license and to severe competition. As at December 31, 2007, we had a customer base of 152,000 users, of which 93.4% were prepaid customers.

Operating expenses increased to HK\$319 million in 2007 from HK\$46 million in 2006. With the launch of operations in 2007, we commenced the recognition of depreciation and amortization expenses related to our Vietnam operations, which amounted to HK\$51 million in 2007. In addition, our Vietnam operations incurred costs resulting from our first year of operations, including higher rental and transmission costs for base station sites, higher market and advertising costs, and higher sales and distribution costs, including costs associated with customer acquisition and handset subsidies.

Operating loss from our Vietnam operations increased to HK\$279 million in 2007 from HK\$46 million in 2006. These losses were primarily a result of costs related to the launch of service in 2007.

Others. Turnover in our other operations decreased to HK\$27 million in 2007 from HK\$251 million in 2006. In 2007, other operations primarily included the results of our subsidiary PowerCom Network Hong Kong Limited. In 2006, other operations also included the results of Vanda IT Solutions, which we sold in 2006. The sale of Vanda IT Solutions in 2006 was the primary reason for the decline from 2006 to 2007.

Our operating expenses from other operations decreased slightly to HK\$409 million from HK\$412 million in 2006. The primary component of operating expenses from other operations was a share-based payment charge related to the adjustment of the exercise price of our employee stock options subsequent to our payment of a special dividend of HK\$6.75 per share in June 2007.

As a result of the factors discussed above, operating loss from our other operations increased to HK\$382 million in 2007 from HK\$161 million in 2006.

Liquidity and Capital Resources

Requirements

Our liquidity and capital requirements relate principally to the following:

- capital expenditures for the build-out and expansion of networks in the markets where we operate, including purchases of fixed assets and licenses;
- costs and expenses relating to the operation of the businesses, including ongoing costs related to network operations, sales and distribution and customer services;
- payments of the principal and interest on debt and dividends; and
- costs associated with our expansion of operations into any new markets in which we may decide to invest.

Capital expenditures

The following table sets forth our capital expenditures by segment for the years indicated:

| | Capital expenditures on fixed assets | | | Capital expenditures on other intangible assets | | |
|----------------------|-----------------------------------------|-------|-------|----------------------------------------------------|------|------|
| | Year ended December 31, | | | Year ended December 31, | | |
| | 2006 | 2007 | 2008 | 2006 | 2007 | 2008 |
| | HK\$ millions | | | HK\$ millions | | |
| Israel | 848 | 985 | 1,191 | 1 | 1 | — |
| Hong Kong mobile | 284 | 475 | 582 | 453 | 567 | 817 |
| Hong Kong fixed-line | 466 | 463 | 487 | 32 | 35 | 48 |
| Thailand | 112 | 41 | 34 | — | — | — |
| Indonesia | 172 | 1,794 | 1,544 | 1,341 | 79 | — |
| Others: | | | | | | |
| Vietnam | 155 | 799 | 259 | — | — | — |
| Sri Lanka | 53 | 184 | 182 | — | — | — |
| Ghana | 10 | 12 | — | — | — | — |
| Others | 3 | 1 | 4 | — | — | — |
| Total others | 221 | 996 | 445 | — | — | — |
| Total | 2,103 | 4,754 | 4,283 | 1,827 | 682 | 865 |

Capital expenditures on fixed assets

In 2008, our capital expenditures on fixed assets decreased 9.9% to HK\$4,283 million (US\$552.7 million) compared to HK\$4,754 million in 2007, primarily due to decreased capital expenditures on fixed assets in Indonesia and Vietnam. Capital expenditures in Indonesia decreased to HK\$1,544 million (US\$199.2 million) in 2008 from HK\$1,794 million in 2007, reflecting primarily timing differences in the recording of capital expenditures because certain contractual milestones related to our network build-out were not reached by the end of 2008, and the introduction of leased base station tower sites in our network rollout strategy which led to some savings in capital expenditures on site acquisition and construction. Capital expenditures in Vietnam decreased to HK\$259 million (US\$33.4 million) in 2008 from HK\$799 million in 2007, mainly as the result of the deferral of some capital expenditures in relation to the new GSM network to 2009, in line with the new GSM services launched in April 2009. Capital expenditures in Israel increased partly because of the continued build-out of the transmission network and the foreign exchange impact of the appreciation of the NIS against the Hong Kong dollar. The increase in capital expenditures on fixed assets in our Hong Kong mobile operations mainly reflected continued investments in network upgrades and expansion to support growth in our customer base, including the rollout of a HSDPA network.

In 2007, our capital expenditure on fixed assets increased to HK\$4,754 million, from HK\$2,103 million in 2006, representing an increase of 126.1%. The increase in capital expenditure on fixed assets was mainly for expansion in our new markets of Indonesia and Vietnam. Capital expenditure in Indonesia increased to HK\$1,794 million from HK\$172 million in 2006 as a result of the rapid expansion of our network in 2007. Capital expenditure in Vietnam increased to HK\$799 million from HK\$155 million in 2006 as a result of the rapid expansion of our network in 2007. Our networks in both Indonesia and Vietnam are being built under turnkey contracts under which payments are linked to the achievement of certain milestones set out in the relevant network supply contract. A significant amount of capital expenditures on fixed assets that were completed during 2007 have not been reflected in our consolidated financial statements because the milestones specified in the contracts were not reached by the end of the year. Consequently, capital expenditure figures did not fully reflect the progress of the underlying network rollout in Indonesia and Vietnam. Capital expenditure in Israel increased in part in connection with the continued build-out of Partner's transmission network. The increase in capital expenditure on fixed assets in Hong Kong mobile operations mainly reflected the capital expenditure incurred for the rollout of our 3G network in Macau.

Capital expenditures on other intangible assets

Capital expenditures on other intangible assets were comprised mainly of telecommunications licenses, customer acquisition and retention costs, and costs associated with brand building and expanding our customer base.

In 2008, our capital expenditures on other intangible assets increased 26.8% to HK\$865 million (US\$111.6 million) from HK\$682 million in 2007. The increase was mainly due to an increase in capitalized customer acquisition and retention costs in our Hong Kong mobile operations.

In 2007, our capital expenditure on other intangible assets decreased 62.7% to HK\$682 million from HK\$1,827 million in 2006. The decrease was mainly due to the capitalization of telecommunications licenses in Indonesia, which decreased to HK\$79 million in 2007 from HK\$1,341 million in 2006. In 2006, our capital expenditure on other intangible assets represented an initial recognition of the net present value of telecommunications licenses, principally in Indonesia, whereas in 2007 it represented only interest capitalization. The decrease in capitalization charges to licenses was offset in part by an increase in customer acquisition and retention costs to HK\$602 million from HK\$485 million in 2006 from our Hong Kong mobile and Hong Kong fixed-line operations.

In 2009, we expect to continue to invest in Indonesia and Vietnam to strengthen our position in these markets. We anticipate our capital expenditures in 2009, excluding Hong Kong and Macau operations, to be approximately HK\$7 billion (US\$ 0.9 billion) with the majority expected to be spent in Indonesia and Vietnam.

Cash balances and outstanding debt

Our net debt balance was HK\$8,475 million (US\$1,093.6 million) as at December 31, 2008, comprising cash and cash equivalents of HK\$2,525 million (US\$325.8 million) and borrowings of HK\$11,000 million (US\$1,419.4 million). The following table presents a breakdown by segment of cash and cash equivalents, total debts and net cash/(debt) as at December 31, 2008:

| | As at December 31, 2008 | | |
|----------------------|------------------------------|-----------------------------------------------|------------------------------------|
| | Total debts HK\$ millions | Cash and cash equivalents HK\$ millions | Net cash / (debt) HK\$ millions |
| Hong Kong mobile | (5,215) | 155 | (5,060) |
| Hong Kong fixed-line | — | 105 | 105 |
| Israel | (4,479) | 377 | (4,102) |
| Thailand | (358) | 13 | (345) |
| Indonesia | (948) | 27 | (921) |
| Others | — | 1,848 | 1,848 |
| Total | (11,000) | 2,525 | (8,475) |

Our cash and cash equivalents were denominated as a percentage of our total cash and cash equivalents at December 31, 2008 as follows:

| HK\$ | NIS | THB | USD | Others | Total |
|-------|-------|------|-------|--------|--------|
| 16.5% | 14.9% | 0.6% | 62.5% | 5.5% | 100.0% |

For the period from January 1, 2008 to December 1, 2008, our average cash balance was HK\$37,930 million (US\$4,894.3 million). Following our payment of the special dividend on December 2, 2008 in an amount of HK\$33.7 billion (US\$4.3 billion), our cash balance at the end of the year was reduced to HK\$2,525 million (US\$325.8 million).

We invest our cash with banks having a minimum credit rating of AA-/Aa3, unless our board of directors has specially authorized deposits in a lower-rated bank, principally in short duration money market deposits primarily in U.S. dollars. Risk on these deposits is managed under concentration limits that take account of banks' current short and medium term credit-rating profile.

As at December 31, 2008, our total gross debt was HK\$11,000 million (US\$1,419.4 million), approximately the same as at December 31, 2007. As at December 31, 2007 and 2008, the ratio of our total gross debt to total assets was 14.4% and 25.1%, respectively. The increase in the ratio of our total debt to total assets was due to the drop in our closing cash balance in 2008 to HK\$2,525 million (US\$325.8 million), compared to HK\$36,611 million in 2007, resulting primarily from the payment of the special cash dividend in December 2008.

During 2008, our Hong Kong mobile operations increased the balance of its bank loan to finance the repayment of an intercompany loan from the Hong Kong fixed-line operations. Our Indonesia operations repaid almost half of their outstanding vendor loans by utilizing the proceeds from the sale of certain base station tower sites.

As at December 31, 2008, 69.6%, or HK\$7,652 million (US\$987.4 million), of our total borrowings were repayable within one year, primarily from our Hong Kong mobile, Israel and Indonesia operations. As at December 31, 2007, 46.1% of our total borrowings, or HK\$5,083 million, were repayable within one year.

We expect to meet our current and future financing needs primarily through cash flow from our operating activities, borrowings by our subsidiaries from banks based on guarantees and/or pledges provided by us and borrowings from members of the Hutchison Whampoa group.

The following table presents information regarding our outstanding bank loans and other interest-bearing third-party borrowings and debentures as at December 31, 2008 by segment.

| <u>Segment</u> | <u>Fixed/floating interest rate</u> | <u>Maturity</u> | <u>Currency</u> | <u>Committed facility HK\$ millions</u> | <u>Current portion HK\$ millions</u> | <u>Non-current portion HK\$ millions</u> | <u>Total HK\$ millions</u> |
|-------------------------|-------------------------------------|-----------------|-----------------|-----------------------------------------|--------------------------------------|------------------------------------------|----------------------------|
| Israel | Fixed | Apr 09 | USD | 7 ⁽¹⁾ | 7 | — | 7 |
| | Fixed | Dec 11 | NIS | 15 ⁽¹⁾ | 5 | 10 | 15 |
| | Floating | Mar 09 - Mar 12 | NIS | 5,066 ⁽²⁾ | 1,138 | 3,319 | 4,457 |
| Hong Kong mobile | Floating | May 09 | HK\$ | 9,000 | 5,215 | — | 5,215 |
| Thailand | Floating | Jan 09 - Aug 09 | THB | 583 | 301 | — | 301 |
| | Floating | Mar 10 | USD | 69 | 38 | 19 | 57 |
| Indonesia | Floating | Apr 09 | USD | 2,335 | 948 | — | 948 |
| Total | | | | <u>17,075</u> | <u>7,652</u> | <u>3,348</u> | <u>11,000</u> |

(1) Includes finance lease obligations as at December 31, 2008.

(2) Includes floating rate notes as at December 31, 2008.

Our existing HK\$9 billion (US\$1.2 billion) bank revolving credit and term loan facility expired on May 14, 2009. During 2008, we entered into a secured revolving credit and term loan facility agreement with a maximum aggregate amount of US\$2.5 billion (approximately HK\$19,376 million) from an indirect subsidiary of Hutchison Whampoa at a floating interest rate of LIBOR + 2.45% per annum and a final maturity date of November 15, 2011. This facility is guaranteed by us and Hutchison Telephone HK and is secured by the assets, rights and business and the issued share capital of us, Hutchison Telephone HK and any of our and Hutchison Telephone HK's respective subsidiaries that are identified for this purpose. The agreement in respect of this facility was amended and

restated subsequent to the year ended December 31, 2008. We refer you to “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Credit Facility” for more information about the Amended and Restated Facility Agreement. As at December 31, 2008, we had not utilized this facility.

The following tables present our outstanding bank loans and other interest-bearing third-party borrowings by segment, as well as information regarding maturities and interest expenses, for the years ended December 31, 2007 and 2008 in respect of such debt:

| | As at and for the year end December 31, 2007 | | | |
|---------------------------------|----------------------------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| | Current portion HK\$ millions | Non-current portion HK\$ millions | Total borrowings HK\$ millions | Interest expenses HK\$ millions |
| Israel | 47 | 4,072 | 4,119 | 283 |
| Hong Kong mobile | 4,600 | — | 4,600 | 216 |
| Hong Kong fixed-line | 4 | — | 4 | 123 |
| Thailand | 347 | 57 | 404 | 320 |
| Indonesia | — | 1,808 | 1,808 | 61 |
| Others | 85 | — | 85 | 14 |
| Total for continuing operations | 5,083 | 5,937 | 11,020 | 1,017 |
| Discontinued operations | — | — | — | 672 |
| Total | 5,083 | 5,937 | 11,020 | 1,689 |

| | As at and for the year end December 31, 2008 | | | |
|----------------------|----------------------------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| | Current portion HK\$ millions | Non-current portion HK\$ millions | Total borrowings HK\$ millions | Interest expenses HK\$ millions |
| Israel | 1,150 | 3,329 | 4,479 | 385 |
| Hong Kong mobile | 5,215 | — | 5,215 | 134 |
| Hong Kong fixed-line | — | — | — | — |
| Thailand | 339 | 19 | 358 | 18 |
| Indonesia | 948 | — | 948 | 79 |
| Others | — | — | — | 3 |
| Total | 7,652 | 3,348 | 11,000 | 619 |

As at December 31, 2008, total borrowings of HK\$69 million (US\$8.9 million), compared to HK\$182 million as at December 31, 2007 were guaranteed by members of the Hutchison Whampoa group. These guaranteed borrowings were in respect of loans to our Thailand operations. Under the terms of a credit support agreement with the Hutchison Whampoa group, we agreed to pay a guarantee fee charged at normal commercial rates. We have also provided a counter-indemnity in favor of Hutchison Whampoa and its related companies in respect of such guarantees, for so long as a guarantee liability remains. The total amount of fees paid to the Hutchison Whampoa group in 2008 in respect of these borrowings was HK\$10 million (US\$1.3 million), compared to HK\$54 million in 2007.

As at December 31, 2008, fixed assets and current assets of certain subsidiaries were used as collateral for certain of our borrowings. As at December 31, 2008, these pledged fixed assets had a carrying value of HK\$1,131 million (US\$145.9 million), compared to HK\$4,971 million as at December 31, 2007. As at December 31, 2008, these pledged current assets had a carrying value of HK\$14 million (US\$1.8 million), compared to HK\$2,398 million as at December 31, 2007. As at December 31, 2008, we had total current borrowings of HK\$7,652 million (US\$987.4 million) and total non-current borrowings of HK\$3,348 million (US\$432.0 million).

million), compared to HK\$5,083 million and HK\$5,937 million, respectively, as at December 31, 2007. Of our current borrowings, HK\$948 million (US\$122.3 million) were secured as at December 31, 2008, compared to HK\$4,600 million as at December 31, 2007. None of our non-current borrowings as at December 31, 2008 were secured, compared to HK\$1,807 million as at December 31, 2007.

During 2007, we provided intercompany loans to our Thailand operations in U.S. dollars totaling HK\$9,327 million to fully repay six outstanding commercial loan facilities with international lenders. In December 2006, the Bank of Thailand imposed unremunerated reserve requirements on the conversion of foreign currency to Thai Baht, which were subsequently removed in March 2008. This affected our ability to freely convert the U.S. dollar proceeds to Thai Baht. To receive an exemption from the unremunerated reserve requirement imposed on conversion of foreign currency loan proceeds to Thai Baht, we entered into forward foreign exchange contracts with various banks in Thailand. As at December 31, 2007, we had US\$1,095 million, outstanding under these forward foreign exchange contracts where we had commitments to sell Thai Baht and buy U.S. dollars at pre-agreed rates. All of these forward foreign exchange contracts were closed out during 2008.

Capital resources

As at December 31, 2008, we had net current liabilities of HK\$7,675 million (US\$990.3 million) compared to net current assets of HK\$28,638 million as at December 31, 2007. The change from a net current asset position in 2007 to a net current liability position in 2008 was primarily attributable to a decrease in cash and cash equivalents of HK\$34,021 million (US\$4,389.9 million), as a result of our distribution of a special cash dividend in December 2008 as described above.

The following table sets out our major cash inflows/(outflows):

| | For the year ended December 31, | | |
|-----------------------------------------------------------------------------------|------------------------------------|-----------------------|-----------------------|
| | 2006 HK\$ millions | 2007 HK\$ millions | 2008 HK\$ millions |
| Cash flows from operating activities | | | |
| Continuing operations: | | | |
| (Loss)/Profit before taxation | (170) | (2,535) | 3,793 |
| Adjustments for: | | | |
| - Interest and other finance costs, net | 1,586 | (284) | 256 |
| - Non-cash items | 3,973 | 8,373 | 4,670 |
| - Profit on disposal of investments and others, net | (44) | (8) | (2,453) |
| - Share of results of jointly-controlled entities | — | — | 11 |
| - Share of results of associates | 1 | — | — |
| - Changes in working capital | (1,276) | (607) | 621 |
| Cash generated from continuing operations | 4,070 | 4,939 | 6,898 |
| Interest and other finance costs, net, and taxes paid | (2,010) | 53 | (646) |
| Net cash generated from operating activities of continuing operations | 2,060 | 4,992 | 6,252 |
| Discontinued operations: | | | |
| Cash generated from discontinued operations | 4,459 | 782 | — |
| Interest and other finance costs, net, and taxes paid | (1,005) | (786) | — |
| Net cash generated from/(used in) operating activities of discontinued operations | 3,454 | (4) | — |
| Net cash generated from operating activities | 5,514 | 4,988 | 6,252 |
| Cash flows from investing activities | | | |
| Continuing operations: | | | |
| Net purchases and disposals of fixed assets | (1,860) | (2,509) | (4,950) |

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|
| Additions to customer acquisition and retention costs, additions to prepaid capacity and maintenance, advanced payments for network rollout, included in other receivables and prepayment, and changes in long term deposits | (705) | (1,788) | (1,528) |
| Investments in jointly-controlled entities | — | — | (99) |
| Increase in interest in subsidiary | — | — | (570) |
| Upfront and fixed periodic payments for telecommunications licenses | (227) | (296) | (537) |
| Proceeds from disposal of subsidiaries, net of cash disposed of | 2 | — | 578 |
| Purchase of transmission business | (124) | — | — |
| Purchase of shares of a subsidiary under a share buy-back plan | — | — | (799) |
| Proceeds from disposal of base station tower sites | — | — | 2,373 |
| Net cash used in investing activities of continuing operations | <u>(2,914)</u> | <u>(4,593)</u> | <u>(5,532)</u> |
| Discontinued operations: | | | |
| Cash used in investing activities | (12,170) | (4,697) | — |
| Proceeds from disposal of subsidiaries, net of cash disposed of | — | 83,185 | — |
| Net cash (used in)/generated from investing activities of discontinued operations | <u>(12,170)</u> | <u>78,488</u> | <u>—</u> |
| Net cash (used in)/generated from investing activities | <u>(15,084)</u> | <u>73,895</u> | <u>(5,532)</u> |
| Cash flows from financing activities | | | |
| Continuing operations: | | | |
| Net cash flows generated from/(used in) financing activities and decrease in restricted cash | 439 | (14,045) | (42) |
| Proceeds from exercise of share options | 194 | 237 | 111 |
| Dividend paid to the Company's shareholders | — | (32,234) | (33,700) |
| Net cash flows (to)/from minority shareholders | (259) | 14 | (1,000) |
| Settlement and rollover of derivatives | — | — | (110) |
| Net cash generated from/(used in) financing activities of continuing operations | <u>374</u> | <u>(46,028)</u> | <u>(34,741)</u> |
| Discontinued operations: | | | |
| Net cash generated from financing activities of discontinued operations | <u>8,808</u> | <u>1,708</u> | <u>—</u> |
| Net cash generated from/(used in) financing activities | <u>9,182</u> | <u>(44,320)</u> | <u>(34,741)</u> |
| (Decrease)/Increase in cash and cash equivalents | <u>(388)</u> | <u>34,563</u> | <u>(34,021)</u> |

Year ended December 31, 2008 compared to the year ended December 31, 2007

Our net cash generated from operating activities in 2008 was HK\$6,252 million (US\$806.7 million), 25.3% higher than the HK\$4,988 million generated in 2007. In 2008, our net cash generated from operating activities was all from continuing operations. In 2007, our net cash generated from operating activities of continuing operations was HK\$4,992 million, and our net cash used in operating activities of discontinued operations was HK\$4 million.

Our net cash generated from operating activities of continuing operations was HK\$6,252 million (US\$806.7 million) in 2008, compared to HK\$4,992 million in 2007. In 2008, our cash generated from continuing operations was primarily a result of our profit before taxation of HK\$3,793 million (US\$489.4 million), as positively adjusted for non-cash and other items of HK\$3,105 million (US\$400.7 million), including primarily depreciation and amortization charges, offset in part by a profit from the sale of base station tower sites of our Indonesia operations, which resulted in cash generated from continuing operations of HK\$6,898 million (US\$890.1 million). This amount was reduced by our net interest and other finance costs and taxes paid of HK\$646 million (US\$83.4 million). In 2007, our cash generated from continuing operations of HK\$4,939 million was primarily a result of our loss before taxation of HK\$2,535 million, as positively adjusted for non-cash and other items of HK\$7,474 million, including primarily an impairment charge for our Thailand operations, depreciation and amortization charges and share-based payment charges related to our adjustment

of the exercise price of employee stock options, offset in part by a decrease in working capital. This amount was positively adjusted by our net interest and other finance costs and taxes paid from continuing operations of HK\$53 million, which resulted in net cash generated from continuing operations of HK\$4,992 million.

There was no net cash generated from or used in operating activities of discontinued operations in 2008. Net cash used in operating activities of discontinued operations was HK\$4 million in 2007. This difference was primarily due to the inclusion of partial year results of CGP Investments Holdings in 2007 before our sale of CGP Investments Holdings in May 2007. Our net cash generated from operating activities of discontinued operations in 2007 was a result of cash generated from discontinued operations of HK\$782 million, offset by net interest and other finance costs and taxes paid of HK\$786 million.

Our net cash used in investing activities was HK\$5,532 million (US\$713.8 million) in 2008, compared to net cash generated from investing activities of HK\$73,895 million in 2007. In 2008, net cash used in investing activities related primarily to the net purchases and disposals of fixed assets of HK\$4,950 million (US\$638.7 million), additions to customer acquisition and retention costs, additions to prepaid capacity and maintenance, advanced payments for network rollout, included in other receivables and prepayments, and changes in long term deposits of HK\$1,528 million (US\$197.6 million), purchase of shares of a subsidiary under a share buy-back plan of HK\$799 million (US\$103.1 million), offset in part by the proceeds from the disposal of base station tower sites in our Indonesia operations of approximately HK\$2,373 million (US\$306.2 million), and an increase in interest in subsidiary of HK\$570 million (US\$73.5 million). The net cash generated from investing activities in 2007 consisted mainly of the proceeds of HK\$83,185 million from our sale of CGP Investments Holdings, which was offset in part by factors including cash used in investing activities of discontinued operations of HK\$4,697 million and cash used in investing activities of continuing operations of HK\$4,593 million.

Our net cash used in financing activities in 2008 was HK\$34,741 million (US\$4,482.8 million), compared to net cash used in financing activities of HK\$44,320 million in 2007. The cash outflow from financing activities in 2008 was mainly attributable to our payment of a special dividend of HK\$33,700 million (US\$4,348.4 million), while the cash outflow in 2007 was mainly attributable to a special dividend of HK\$32,234 million and a net decrease in loans of HK\$14,045 million.

The decrease in our cash and cash equivalents in 2008 was HK\$34,021 million (US\$4,389.9 million), compared to an increase in cash and cash equivalents of HK\$34,563 million in 2007.

Year ended December 31, 2007 compared to the year ended December 31, 2006

Our net cash generated from operating activities in 2007 was HK\$4,988 million, 9.5% lower than the HK\$5,514 million in 2006. In 2007, our net cash generated from operating activities of continuing operations was HK\$4,992 million and our net cash used in operating activities of discontinued operations was HK\$4 million. In 2006, our net cash generated from operating activities of continuing operations was HK\$2,060 million, and our net cash generated from operating activities of discontinued operations was HK\$3,454 million.

Our net cash generated from operating activities of continuing operations was HK\$4,992 million in 2007, compared to HK\$2,060 million in 2006. In 2007, our cash generated from continuing operations was primarily a result of our loss before taxation of HK\$2,535 million, as positively adjusted for non-cash and other items of HK\$7,474 million, including, primarily, an impairment charge for our Thailand operations, depreciation and amortization charges and share-based payment charges related to our adjustment of the exercise price of employee stock options, offset in part by a decrease in working capital, which resulted in cash generated from continuing operations of HK\$4,939 million. This amount was also positively adjusted by our net interest and other finance costs and taxes paid of HK\$53 million. In 2006, our net cash generated from continuing operations of HK\$2,060 million was primarily a result of our loss before taxation of HK\$170 million, as positively adjusted for non-cash and other items of HK\$4,240 million, including primarily those related to depreciation and amortization, which resulted in cash generated from continuing operations of HK\$4,070 million. This amount was reduced by our net interest and other finance costs and taxes paid from continuing operations of HK\$2,010 million.

Net cash used in operating activities of discontinued operations was HK\$4 million in 2007, compared to net cash generated from operating activities of discontinued operations of HK\$3,454 million in 2006. This difference was primarily as a result of the amounts for 2006 including full-year results for the India operations, while the amounts for 2007 include only partial year results for 2007 as a result of our sale of CGP Investments Holdings in May 2007. Our net cash generated from operating activities of discontinued operations in 2007 was a result of cash generated from discontinued operations of HK\$782 million, negatively adjusted by net interest and other finance costs and taxes paid of HK\$786 million. Our net cash generated from operating activities in 2006 was a result of cash generated from discontinued operations of HK\$4,459 million, negatively adjusted by net interest and other finance costs and taxes paid of HK\$1,005 million.

Our net cash generated from investing activities was HK\$73,895 million in 2007, compared to net cash used in investing activities of HK\$15,084 million in 2006. The net cash generated from investing activities in 2007 consisted mainly of the proceeds of HK\$83,185 million from our sale of CGP Investments Holdings, which was offset in part by factors including cash used in investing activities for discontinued operations of HK\$4,697 million and cash used in investing activities for continuing operations of HK\$4,593 million. In 2006, net cash used in investing activities was HK\$15,084 million, primarily as a result of our cash used in investing activities of discontinued operations of HK\$12,170 million, which related primarily to net capital expenditures on fixed assets, and net cash used in investing activities of continuing operations of HK\$2,914 million, which related primarily to the purchase of fixed assets.

Our net cash used in financing activities in 2007 was HK\$44,320 million, compared to net cash generated from financing activities of HK\$9,182 million in 2006. The cash outflow in 2007 was mainly attributable to our payment of a special dividend of HK\$32,234 million and a net decrease in loans of HK\$14,045 million. In 2006, our net cash inflow from financing activities was primarily attributable to cash generated from financing activities of discontinued operations of HK\$8,808 million, which related primarily to loans taken out by subsidiaries of CGP Investments Holdings to fund network build-out and capital contributions made by minority shareholders to a subsidiary of CGP Investments Holdings.

The increase in our cash and cash equivalents in 2007 was HK\$34,563 million, compared to a decrease in cash and cash equivalents of HK\$388 million in 2006.

Contractual Obligations

The following table sets forth selected information regarding our contractual obligations to make future payments as at December 31, 2008:

| <u>HK\$ millions</u> | <u>Payment due within</u> | | | | |
|--------------------------------------|---------------------------|---------------|------------------|------------------|----------------------|
| | <u>Total</u> | <u>1 year</u> | <u>1-3 years</u> | <u>3-5 years</u> | <u>After 5 years</u> |
| Purchase obligations | 11,654 | 10,509 | 1,142 | 3 | — |
| Operating lease obligations | 9,380 | 1,302 | 2,074 | 1,615 | 4,389 |
| Borrowings | 11,000 | 7,652 | 2,978 | 370 | — |
| License fees liabilities | 2,354 | 358 | 729 | 666 | 601 |
| Total contractual obligations | 34,388 | 19,821 | 6,923 | 2,654 | 4,990 |

Our purchase obligations primarily relate to obligations to acquire fixed assets, pursuant mainly to network supply agreements. As at December 31, 2008, 91% of our purchase obligations related to the acquisition of fixed assets for our Indonesia and Vietnam operations for the rollout of the networks in those countries.

Operating lease obligations relate to the leases on land and buildings and other assets, of which 63% represented obligations to rent base station tower sites from certain telecommunication operators by our Indonesia operations as at December 31, 2008, including the leaseback of the 2,248 base station tower sites sold to Protelindo.

Borrowings represent our total gross debt as at December 31, 2008. See “— Liquidity and Capital Resources — Cash balances and outstanding debt.”

License fee liabilities relate primarily to our Indonesia and Thailand operations and, to a lesser extent, Hong Kong. In Indonesia and Hong Kong, the 3G licenses, which have been capitalized as intangible assets, are amortized on a straight-line basis over the life of those licenses. In Thailand the minimum guaranteed revenue share payable to CAT Telecom has been capitalized and amortized on a straight-line basis.

Off-balance Sheet Arrangements

In addition to the contractual obligations discussed above, we had certain other commitments that could require us to make payments in the future. These commitments are not included in our consolidated balance sheet.

As at December 31, 2008, we had issued a guarantee for approximately HK\$503 million (US\$64.9 million) to a bank as collateral for the performance bond required by the OFTA in Hong Kong under the terms of a license granted to a subsidiary.

As at December 31, 2008, we also had contingent liabilities in respect of performance guarantees of HK\$50 million (US\$6.5 million) that principally related to guarantees that had been given prior to the disposal of Vanda IT Solutions in July 2006 in favor of counterparties of Vanda IT Solutions and its affiliates under various financing and equipment purchase transactions entered into by them. We are not aware of any circumstance that would require us to perform under these guarantees, which have been counter-indemnified by the purchaser of Vanda IT Solutions, a member of the Hutchison Whampoa group.

In October 2001, our subsidiary in Hong Kong was issued a 3G license with a duration of 15 years. For the first five years of the term of the license, fixed annual license fees were payable. Beginning from the sixth year of the license, variable license fees are payable, with these payments to be equal to the greater of (1) 5% of network turnover in respect of the relevant year and (2) a specified minimum license fee in respect of the relevant year. The net present value of the minimum fee has already been recorded in our consolidated financial statements as license fees liabilities. Under the terms of the license, the actual amount due could be greater than the amount recorded.

Our subsidiary in Israel, Partner, is committed to pay license royalties to the government of Israel based on its “income from cellular services,” as defined in the Israeli Telecommunications (Royalties) Regulations, 2001, which includes all kinds of income of Partner from the provision of telecommunications services under the license—including airtime, roaming services and non-recurring connection fees, but excluding income transferred to another holder of a communications license and deducting bad debts, payments to another communication licensee in respect of interconnection, payments for roaming services to foreign operators and expenses related to the sale of equipment. The rate of royalty payments paid by cellular operators has been reduced annually by 0.5% since January 1, 2006 and will continue to be reduced until it reaches 1%. In 2008, the royalty rate was 2%.

We are required under the relevant shareholders’ agreements relating to the interests in our operating companies in Thailand to provide funding for operating expenses and capital expenditures of the operating companies or the intermediary holding companies through which we hold the interests in these operating companies. To date, we have met these funding obligations primarily by direct funding through shareholders’ loans.

Other Contingent Liabilities

As at December 31, 2008, a total of 18 claims against our subsidiary in Israel, Partner, and, in some such claims, together with other cellular operators in Israel, each with a motion to certify as class action, in respect of the following:

| | Amount of claim | |
|-----------------------------------------------------------------------------------|---------------------------------------|-------------|
| | 2007 | 2008 |
| | (in approximate HK\$ millions) | |
| Alleged violation of antitrust law | 238 | 246 |
| Alleged consumer complaints | 5,025 | 1,719 |
| Alleged unauthorized erection of cellular antennas, causing environmental damages | 1,980 | 2,050 |

At this stage, and until the claims are recognized as class actions, we and Partner are unable to evaluate the probability of success of such claims and therefore no provision has been made.

As at December 31, 2008, there is also a potential claim of approximately NIS 42.5 million (approximately HK\$87 million) by the Ministry of Communications in Israel in respect of the past use of a certain frequency band by Partner pursuant to an agreement made between Partner and the Palestinian mobile operator being allocated such frequency band, which agreement was endorsed by the Ministry of Communications.

Factors Affecting Our Results of Operations

In March 2009, our board of directors approved the payment of an interim dividend to be satisfied by way of a distribution in specie of the entire share capital of HTHKH, our indirect wholly-owned subsidiary, conditional on (i) the SEHK approving the proposed spin-off of HTHKH by us and Hutchison Whampoa; and (ii) the SEHK granting approval for the listing of the entire share capital of HTHKH on the Main Board of the SEHK. HTHKH and its subsidiaries operated our mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. This conditional interim dividend in specie was approved after the December 31, 2008 balance sheet date and has not been recognized as a liability at the balance sheet date. In May 2009, the SEHK approved the spin-off and the separate listing of the entire share capital of HTHKH. The shares of HTHKH were listed on the Main Board of the SEHK on May 8, 2009. As a result of the completion of the spin-off of HTHKH on May 7, 2009, HTHKH is no longer our subsidiary and we no longer have any Hong Kong or Macau operations.

During 2008, the Hong Kong and Macau operations represented 34% of our total turnover, 19% of our total operating profit and 33% of our total operating expenses. In addition, as of December 31, 2008, the Hong Kong and Macau operations accounted for 47% of our total outstanding debt, all of which was effectively assumed by HTHKH upon completion of the spin-off of HTHKH. Following the completion of the spin-off, the results of the Hong Kong and Macau operations for 2008 and prior years will be presented in our consolidated income statement as discontinued operations in the 2009 financial statements.

Critical Accounting Policies

The preparation of financial statements often requires the selection of specific accounting methods and policies from several acceptable alternatives. Furthermore, significant estimates and judgments may be required in selecting and applying those methods and policies in the recognition of the assets and liabilities in our consolidated balance sheet, the turnover and expenses in our consolidated income statement and the information that is contained in the significant accounting policies and notes to our consolidated financial statements. Our management continually evaluates its estimates and judgments based on historical experience and other factors, including expectations of future events, that it believes are reasonable under the circumstances. Actual results may differ from these estimates and judgments under different assumptions or conditions.

We believe that the following are some of the more critical judgment areas in the application of our accounting policies under IFRS that affect our reported financial condition and results of operations. For a further discussion of the application of these and other accounting policies, see note 2 to our consolidated financial statements.

Long-lived Assets

We have substantial investments in tangible and intangible long-lived assets, primarily our mobile and fixed-line telecommunications network equipment and licenses. Changes in technology or changes in our intended use of these assets may cause the estimated period of use or value of these assets to change.

Assets that have an indefinite useful life are not subject to amortization, and are tested at least annually for impairment and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. We continually monitor our businesses, markets and business environments and make judgments and assessments about whether such an event has occurred. An impairment loss is recognized with respect to an asset to the extent that the carrying amount of that asset cannot be recovered either by selling the asset or from the discounted future earnings from operating the asset. Such an impairment charge is recognized in our consolidated income statement.

Management judgment is required in the area of asset impairment, particularly in assessing whether: (1) an event has occurred that may affect asset values; (2) the carrying value of an asset can be supported by the net present value of future cash flows from the asset using estimated cash flow projections; and (3) the cash flow is discounted using an appropriate rate. Changing the assumptions selected by management to determine the level, if any, of impairment, including the discount rates or the growth rate assumptions in the cash flow projections, could significantly affect our reported financial condition and results of operations. In performing the impairment assessment, we also consider the impact of the current economic environment on our operations.

Goodwill

Under IFRS, goodwill represents the excess of the cost of an acquisition over the fair value of our share of the net assets of the acquired subsidiary, associate or jointly-controlled entity at the date of acquisition. Goodwill on acquisition is reported in our consolidated balance sheet as a separate asset or, as applicable, included within investment in associate and jointly-controlled entity. Goodwill is tested annually for impairment, and it is carried at cost less accumulated impairment losses. Gains and losses on the disposal of an entity include the carrying amount of goodwill relating to the entity sold. Goodwill is allocated to cash-generating units for the purpose of impairment testing. We allocate goodwill to each business segment in each country in which we operate.

Deferred Taxation

Deferred taxation is provided, using the liability method, for temporary differences arising between the tax bases of assets and liabilities and their carrying values in our financial statements. Deferred tax liabilities are provided in full on all taxable temporary differences while deferred tax assets are recognized to the extent that it is probable that future taxable profits will be available against which the deductible temporary differences (including tax losses) can be utilized.

We have considered future taxable income and ongoing prudent and feasible tax planning strategies in assessing the recognition criteria for deferred tax assets recorded in relation to cumulative tax loss carry forward. As at December 31, 2008, we had recognized HK\$368 million (US\$47.5 million) in deferred tax assets.

Income Taxes

We are subject to income taxes in jurisdictions in which we operate. Significant judgment is required in determining the provision for income taxes. There are many transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. We recognize liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the income tax and deferred tax provisions in the period in which such determination was made.

Depreciation of Fixed Assets

Our business is capital intensive. Depreciation of operating assets constitutes a substantial operating cost for us. The cost of our fixed assets, principally telecommunications and network equipment, is charged to depreciation expense over their estimated useful lives. We depreciate our telecommunications and network equipment using the straight-line method over their estimated useful lives. We periodically review changes in our technology and industry conditions, asset retirement activity and salvage values to determine adjustments to estimated remaining useful lives and depreciation rates.

Actual economic lives may differ from our estimated useful lives. Periodic reviews could result in a change in our depreciable lives and therefore our depreciation expense in future years.

Amortization of Telecommunications Spectrum Licenses

We own the rights to use and operate specified spectrums in some jurisdictions over a certain period of time, through annual minimum fees plus a variable portion depending on the future revenues from the services. License fees payments, the discounted value of the fixed annual fees to be paid over the license period, and certain other direct costs incurred prior to the date the asset is ready for its intended use are capitalized. Capitalized license fees are amortized from the date the asset is ready for its intended use until the expiration of the license.

Interest is accreted on the fixed annual fees and charged to interest expense. Variable license fees are recognized as period costs.

Amortization of Telecommunications Customer Acquisition and Retention Costs

Costs to acquire or retain telecommunications customers, which are postpaid (and primarily 3G) customers, pursuant to a contract with early termination penalties are capitalized if (1) such costs are identifiable and controlled; (2) it is probable that future economic benefits will flow from the customers to us; and (3) such costs can be measured reliably. Subsidies on handset sales, which are calculated by deducting the customers' payment towards the handset from the cost of the handset, are included in the customer acquisition and retention costs. Capitalized customer acquisition and retention costs are amortized over the minimum enforceable contractual period, which is generally a period of 18 to 24 months. If a customer leaves our network within the minimum enforceable contractual period, any unamortized customer acquisition or retention costs are written off in the period in which the customer leaves. Costs to acquire prepaid telecommunications customers are expensed in the period incurred.

Revenue Recognition

Our postpaid and prepaid revenues are generated based on tariff plans. Postpaid revenues are recognized when services are rendered and collectibility is reasonably assured, and prepaid revenues are recognized when the services have been used by the prepaid customers or when the services periods have expired.

Sales of handsets are recognized upon delivery to the distributors, dealers or directly to the end customers when they are sold on a standalone basis. When handsets are sold to end customers as part of multiple element arrangements (which typically include the sale of a handset together with a fixed-term service contract), the amount received for the handset up to its fair value is accounted for

as revenue from the handset sale upon delivery to the end customers. When handsets are sold to end customers for the purposes of acquiring new customers or retaining existing customers, we subsidize the sale of the handset by selling it at a price below its cost to secure a fixed-term service contract. The handset sale is then treated as a non-revenue-generating transaction and, accordingly, no revenue is recognized from these types of handset sales. The subsidy, which represents the difference between the cost of the handset and the payment received from the customer for the handset, is capitalized as an element of customer acquisition and retention costs.

Sale and Leaseback Transactions

Determining whether a lease transaction is a finance lease or an operating lease requires judgment as to whether the lease agreement transfers substantially all the risks and rewards of ownership to or from us. Judgment is required on various aspects that include, but are not limited to, the fair value of the leased asset, the economic life of the leased asset, whether renewal options are included in the lease term and determining an appropriate discount rate to calculate the present value of the minimum lease payments.

Classification of a transaction as a finance lease or an operating lease determines whether the leased asset is treated on-balance sheet or off-balance sheet. In sale and leaseback transactions, the classification of the leaseback arrangements as described above determines how the gain or loss on the sale transaction is recognized. It is either deferred and amortized (finance lease) or recognized in the income statement immediately (operating lease).

Other Income

We have been granted credit vouchers by a key network supplier for offset against future services and purchases from the supplier. The value of the vouchers is recognized as other income. Judgment is required in determining the fair value of the vouchers and whether the credit voucher should be accounted for as income or as a purchase discount. This determination includes, but is not limited to, an assessment of the nature of the credit vouchers and their grant, the conditions attached to utilization of the vouchers, and the separation of economic events from future purchases.

Recognition as income or as a purchase discount determines whether the credit vouchers are recognized immediately when we become entitled to the right to use them and the contractual obligations of the network supplier are waived, or they are deferred and recognized upon making purchases from the supplier and offset against the purchase invoices.

Recent Accounting Pronouncements

The following new/revised standards, amendments to standards and interpretations to existing standards have been issued but are not effective for the year ended December 31, 2008:

| | |
|-------------------------|------------------------------------------------------------------------------------------------------------|
| IAS 1 (Revised) | Presentation of Financial Statements |
| IAS 23 (Revised) | Borrowing Costs |
| IAS 27 (Revised) | Consolidated and Separate Financial Statements |
| IAS 32 (Amendment) | Financial Instruments: Presentation |
| IAS 1 (Amendment) | Presentation of Financial Statements-Puttable Financial Instruments and Obligations Arising on Liquidation |
| IFRS 1 (Amendment) | First Time Adoption of IFRS |
| IFRS 2 (Amendment) | Share-based Payment |
| IFRS 3 (Revised) | Business Combinations |
| IFRS 8 | Operating Segments |
| IFRIC Interpretation 13 | Customer Loyalty Programs |
| IFRIC Interpretation 15 | Agreements for the Construction of Real Estate |
| IFRIC Interpretation 16 | Hedges of a Net Investment in a Foreign Operation |

IFRIC Interpretation 17 Distributions of Non-cash Assets to Owners

IASB's improvements to IFRS, including:

| | |
|--------------------|--------------------------------------------------------------------------|
| IAS 1 (Amendment) | Presentation of Financial Statements |
| IAS 2 (Amendment) | Inventories |
| IAS 7 (Amendment) | Statement of Cash Flows |
| IAS 16 (Amendment) | Property, Plant and Equipment |
| IAS 19 (Amendment) | Employee Benefits |
| IAS 20 (Amendment) | Accounting for Government Grants and Disclosure of Government Assistance |
| IAS 23 (Amendment) | Borrowing Costs |
| IAS 27 (Amendment) | Consolidated and Separate Financial Statements |
| IAS 28 (Amendment) | Investments in Associates |
| IAS 29 (Amendment) | Financial Reporting in Hyperinflationary Economies |
| IAS 31 (Amendment) | Interests in Joint Ventures |
| IAS 36 (Amendment) | Impairment of Assets |
| IAS 38 (Amendment) | Intangible Assets |
| IAS 39 (Amendment) | Financial Instruments: Recognition and Measurement |
| IAS 40 (Amendment) | Investment Property |
| IAS 41 (Amendment) | Agriculture |
| IFRS 5 (Amendment) | Non-current Assets Held for Sale and Discontinued Operations |

Apart from the above, there are also a number of minor amendments to IFRS 7, "Financial Instruments: Disclosures," IAS 8, "Accounting Policies, Changes in Accounting Estimates and Errors," IAS 10, "Events After the Balance Sheet Date," IAS 18, "Revenue" and IAS 34, "Interim Financial Reporting."

We did not early adopt any of these new/revised standards, amendments to standards and interpretations to existing standards. We are in the process of assessing the impact of these new/revised standards, amendments to standards and interpretations to existing standards on our results and financial position in the future.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Our board currently consists of three executive directors, three non-executive directors and three independent non-executive directors.

The following table sets forth certain information concerning our current directors.

| <u>Name</u> | <u>Age</u> | <u>Position</u> |
|------------------------------------------|------------|--------------------------------------------------------------------------------------------|
| FOK Kin-ning, Canning | 57 | Chairman and Non-Executive Director |
| LUI Dennis Pok Man | 58 | Executive Director and Chief Executive Officer |
| Christopher John FOLL | 52 | Executive Director and Chief Financial Officer |
| CHAN Ting Yu | 58 | Executive Director and Alternate Director to Lui Dennis Pok Man |
| CHOW WOO Mo Fong, Susan | 55 | Non-Executive Director and Alternate Director to Fok Kin-ning, Canning and Frank John Sixt |
| Frank John SIXT | 57 | Non-Executive Director |
| KWAN Kai Cheong | 59 | Independent Non-Executive Director |
| John W. STANTON | 53 | Independent Non-Executive Director |
| Kevin WESTLEY | 60 | Independent Non-Executive Director |
| <u>Alternate Directors⁽¹⁾</u> | | |
| WOO Chiu Man, Cliff | 55 | Alternate Director to Christopher John Foll |

(1) Under our Articles of Association, each director is empowered to appoint any person (including another director) to be his alternate director. Any alternate director has all the rights and powers of the appointing director. An alternate director may be removed at any time by the person who appointed him. Subject to such removal, the office of alternate director shall continue until the happening of any event which, if he was a director, would cause him to vacate such office or until the appointing

director ceases for any reason to be a director. An alternate director shall only be a director for the purpose of the Companies Law of the Cayman Islands, or the Companies Law, and shall only be subject to the provisions of the Companies Law insofar as they relate to the duties and obligations of a director when performing the functions of the director for whom he is appointed in the alternative. An alternate director shall alone be responsible to our company for his acts and defaults and shall not be deemed to be the agent of or for the appointing director.

FOK Kin-ning, Canning is chairman and non-executive director of our company and is the chairman of our remuneration committee. He has served as director and chairman since March 2004. Mr. Fok holds a Bachelor of Arts degree from St. John's University in Minnesota, the United States and a diploma in Financial Management from the University of New England in Australia and is a member of the Australian Institute of Chartered Accountants. Mr. Fok has been executive director of our substantial shareholder, Hutchison Whampoa, since 1984 and its group managing director since 1993. He also serves as chairman of Hutchison Harbour Ring Limited, or Hutchison Harbour Ring, Hutchison Telecommunications (Australia) Limited, or Hutchison Telecommunications Australia, Hongkong Electric Holdings Limited, or Hongkong Electric, and Partner, co-chairman of Husky Energy Inc., or Husky Energy, deputy chairman of Cheung Kong Infrastructure Holdings Limited, or Cheung Kong Infrastructure, and non-executive director of Cheung Kong Holdings.

LUI Dennis Pok Man is executive director and chief executive officer of our company in charge of our overall management. He has served as director since March 2004. Mr. Lui holds a Bachelor of Science degree from the University of Oregon, the United States. Mr. Lui first joined Hutchison Paging Limited in 1986 and became its managing director in 1993. He was managing director of Hutchison Telecom in charge of its mobile telecommunications, fixed-line, multi-media, Internet and paging businesses in Hong Kong, China, Taiwan and Macau from 1996 to 2000. Mr. Lui rejoined the Hutchison Whampoa group in May 2001 as group managing director of HTI (1993) Holdings Limited, or HTI 1993 Holdings, overseeing all the operations and new business development of HTI 1993 Holdings and its subsidiaries. Mr. Lui is also director of Partner.

Christopher John FOLL is executive director and chief financial officer of our company. He joined the Hutchison Whampoa group in 2001 and served as chief financial officer for the group's former India operations until September 2007, when he took over the chief operating officer position in the group's Vietnam operations. During his term of office in India, Mr. Foll held directorships in certain operating companies. He was in charge of the India operations' finance and strategic business development, and was a member of the senior management team that steered the operations to become one of the leading nationwide mobile service providers in India. Prior to joining the Hutchison Whampoa group, Mr. Foll was in Australia where he held a number of senior management positions in public companies. From 1999 to 2001, he was the chief financial officer of the Adelaide Brighton group in Australia. Prior to that, he had been the managing director of QNI Ltd's Australian operations after joining as chief financial officer. Mr. Foll is a Fellow of the Australian Institute of Chartered Accountants and holds a Bachelor of Accounting Science degree from the University of South Africa.

CHAN Ting Yu is executive director of our company and alternate director to Mr. Dennis Lui. He was appointed as executive director on January 3, 2008, a position he previously held from 2004 to 2005. He has served as alternate director since December 2005. Mr. Chan is also director of Partner. Prior to joining the Hutchison Whampoa group in 1994, Mr. Chan practiced international commercial and investment law in Hong Kong and Australia. Mr. Chan was appointed deputy managing director of HTI 1993 Holdings in January 1996. He holds a Bachelor of Arts degree, a Bachelor of Laws degree, a Postgraduate Certificate in Laws and a Diploma of Teaching.

CHOW WOO Mo Fong, Susan is non-executive director of our company and alternate director to each of Mr. Canning Fok and Mr. Frank Sixt. She was appointed as non-executive director on January 3, 2008, a position she previously held from 2004 to 2005. She has served as alternate director to Mr. Fok since December 2005, and alternate director to Mr. Sixt since September 2006. Mrs. Chow has been executive director of Hutchison Whampoa since 1993 and its deputy group managing director since 1998. Mrs. Chow is also executive director of Cheung Kong Infrastructure, Hutchison Harbour Ring and Hongkong Electric, and director of Hutchison Telecommunications Australia, Partner and non-executive director of TOM Group Limited. Mrs. Chow is a solicitor and holds a Bachelor's degree in Business Administration.

Frank John SIXT is non-executive director of our company. He has served as director since March 2004. Mr. Sixt holds a Master's degree in Arts, and a Bachelor's degree in Civil Law, and is a member of the Bar and of the Law Society of the Provinces of Quebec and Ontario, Canada. He has been executive director of Hutchison Whampoa since 1991 and its group finance director since 1998. Mr. Sixt is non-executive chairman of TOM Group Limited. He is also executive director of Cheung Kong Infrastructure and Hongkong Electric, non-executive director of Cheung Kong Holdings, and director of Hutchison Telecommunications Australia, Partner and Husky Energy.

KWAN Kai Cheong is an independent non-executive director of our company and a member of our audit committee and remuneration committee. He has served as a director since August 2004. Mr. Kwan holds a Bachelor of Accountancy (Honours) degree from the University of Singapore and is a member of the Hong Kong Institute of Certified Public Accountants and a member of the Institute of Chartered Accountants in Australia and a Fellow of Hong Kong Institute of Directors. Mr. Kwan completed the Stanford Executive Program in 1992. Mr. Kwan is currently president of Morrison & Company Limited, which is a business consultancy firm. He worked for Merrill Lynch & Co. Inc. for over 10 years during the period from 1982 to 1993. His last position with Merrill Lynch was president for its Asia Pacific region. He was also previously the joint managing director of Pacific Concord Holding Limited. Mr. Kwan is an independent non-executive director of Hutchison Harbour Ring, Henderson Sunlight Asset Management Limited, SPG Land (Holdings) Limited, Win Hanverky Holdings Limited and Soundwill Holdings Limited and a non-executive director of China Properties Group Limited and JF Household Furnishings Limited.

John W. STANTON is independent non-executive director of our company and a member of our audit committee. He has served as director since August 2004. Mr. Stanton is managing director of Trilogy Partners, a board member of Columbia Sportswear and Clearwire Corporation and a trustee of Whitman College. He was chairman and chief executive officer of Western Wireless Corporation, or Western Wireless, from 1994 until it was sold to Alltel in 2005. From 1991 to 1994, Mr. Stanton was chairman and chief executive officer of both Pacific Northwest Cellular and General Cellular Corporation, each a predecessor of Western Wireless. From 1995 to 2001, he also served as chairman and chief executive officer of VoiceStream Wireless Corporation, which was spun off from Western Wireless in May 1999. Mr. Stanton served two terms as chairman of the Cellular Telecommunications Industry Association, from 1998 to 1999 and from 2000 to 2001. Mr. Stanton holds a Bachelor of Arts in Political Science from Whitman College and received his M.B.A. from Harvard Business School.

Kevin WESTLEY is independent non-executive director of our company and is chairman of our audit committee and a member of our remuneration committee. He has served as director since August 2004. Mr. Westley holds a Bachelor of Arts (Honours) degree in History from the London School of Economics and Political Science and is a Fellow member of the Institute of Chartered Accountants in England and Wales. He joined the merchant banking arm of the HSBC group in 1977 and retired in June 2000 as chairman and chief executive of HSBC Investment Bank Asia Limited. Mr. Westley is a part-time employee of The Hongkong and Shanghai Banking Corporation Limited where he acts as adviser to the chairman. Certain affiliates of the HSBC group are lenders to our company and the Hutchison Whampoa group. In 2007, Mr. Westley became the non-executive chairman of Interpharma Investments Limited, the holding company for a group of companies engaged in the distribution of pharmaceutical products within the Asian region. In 2006, Mr. Westley has been appointed as a member of the Committee on Real Estate Investment Trusts. Mr. Westley is also the deputy chairman of Ocean Park Corporation, a member of the Committee on Real Estate Investment Trusts and the Share Registrars Disciplinary Committee and a former chairman of the Takeovers and Mergers Panel of Hong Kong.

WOO Chiu Man, Cliff is alternate director to Mr. Christopher John Foll on our board of directors. He has served as alternate director since December 2005, and prior to that had been executive director of our company from March 2005 until December 2005. Mr. Woo is also our company's chief technology officer, having joined us in that position in September 2004. Prior to joining our company, Mr. Woo was deputy managing director and wireless network director of Hutchison Telecom since 2000, having joined that company in 1998. He is a Chartered Engineer and is also a Member of The Institution of Engineering and Technology and The Hong Kong Institution of Engineers. Mr. Woo holds a Bachelor's degree in Electronics and a Diploma in Management for Executive Development.

B. Compensation

Our directors receive compensation in the form of salaries, discretionary bonuses, housing allowance, provision of company car, club membership, participation in our retirement scheme, medical coverage, life insurance and annual leave. We have entered into service contracts with our directors which may be terminated by either party giving not less than six months' written notice. None of these service contracts provide pension, retirement or similar benefits to our directors upon termination.

Directors' emoluments comprise payments to directors by us and our subsidiaries in connection with the management of the affairs of our group. The emoluments of the directors of our company, excluding amounts received from our listed subsidiaries and paid to us, for the year ended December 31, 2008 are as follows:

| Name of Director | Fees | Basic salaries, allowances and benefits-in-kind | Bonuses (HK\$ millions) | Provident fund contributions | Share-based payments | 2008 Total |
|----------------------------------------|------|-------------------------------------------------------|----------------------------|------------------------------------|-------------------------|---------------|
| | | | | | | |
| FOK Kin-ning, Canning | 0.37 | — | — | — | — | 0.37 |
| LUI Dennis Pok Man | 0.27 | 3.98 | 10.89 | 0.30 | 10.61 | 26.05 |
| Christopher John FOLL ⁽¹⁾ | 0.10 | 0.98 | 0.60 | 0.07 | 0.13 | 1.88 |
| Tim Lincoln PENNINGTON ⁽²⁾ | 0.17 | 2.31 | 2.17 | 0.46 | 3.93 | 9.04 |
| Frank John SIXT | 0.27 | — | — | — | — | 0.27 |
| CHAN Ting Yu ⁽³⁾ | 0.27 | 2.99 | 3.07 | 0.21 | 3.89 | 10.43 |
| CHOW WOO Mo Fong, Susan ⁽³⁾ | 0.27 | — | — | — | — | 0.27 |
| WONG King Fai, Peter ⁽⁴⁾ | 0.27 | 3.28 | 6.76 | 0.24 | 3.11 | 13.66 |
| Aldo MAREUSE ⁽⁵⁾ | — | — | — | — | — | — |
| Michael John O'CONNOR ⁽⁵⁾ | — | — | — | — | — | — |
| KWAN Kai Cheong | 0.65 | — | — | — | — | 0.65 |
| John W. STANTON | 0.55 | — | — | — | — | 0.55 |
| Kevin WESTLEY | 0.65 | — | — | — | — | 0.65 |
| Total | 3.84 | 13.54 | 23.49 | 1.28 | 21.67 | 63.82 |

(1) Appointed as director of our company on August 20, 2008.

(2) Resigned as director of our company on August 20, 2008.

(3) Appointed as director of our company on January 3, 2008.

(4) Appointed as director of our company on January 3, 2008 and resigned as director of our company on May 8, 2009.

(5) Resigned as director of our company on January 3, 2008.

C. Board Practices

We are managed by a board of directors, which must consist of not less than two members. Our board of directors now consists of nine directors (among whom two directors also served as alternate directors) and one alternate director. Our articles of association were amended by special resolution at our annual general meeting on May 5, 2005 so that one-third (the number nearest to but not greater than one-third or such other manner of rotation as may be required under the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited Listing Rules or other applicable rules) of all of our directors, including the chairman of our board and the managing director of our company, are subject to retirement from office by rotation at each general meeting. Our articles of association were further amended by special resolution at our extraordinary general meeting held on May 8, 2007 so that: (i) all directors appointed to fill a casual vacancy are subject to election by shareholders at the first general meeting following their appointment instead of the first annual general meeting following their appointment; (ii) our shareholders can remove any director in a general meeting by ordinary resolution; and (iii) at each annual general meeting one-third of our directors or, if their number is not a multiple of three, the number nearest to but not less than one-third (instead of not greater than one-third in the previous version of our articles) shall have their terms as director end.

Accordingly, the term of any directors who are appointed by our board of directors to fill a casual vacancy will end at the next general meeting, while the term of any directors who are appointed as an additional director will end at the next annual general meeting. Directors whose term of office ends are eligible for re-election. The terms of four of our directors, Messrs. Fok Kin-ning, Canning, Lui Dennis Pok Man, Kwan Kai Cheong and Christopher John Foll (who was appointed by our board on August 20, 2008) ended at our annual general meeting held on April 27, 2009 and all of them were re-elected at this meeting.

None of our non-executive directors has a service contract with our company providing for benefits upon termination of appointment. The employment term for each of our non-executive directors was specified in their respective service agreements as expiring on December 31, 2009, with automatic renewal for successive 12-month periods, subject to the end of their terms as director and possible re-election by shareholders, in conformity with our articles of association.

Each of our executive directors has a term of employment of one year, subject to the end of their terms as director and possible re-election by shareholders, in conformity with our articles of association. The current term of employment for Mr. Lui Dennis Pok Man will expire on June 30, 2009 and will be automatically renewed for a further term. The current terms of employment for Messrs. Chan Ting Yu and Christopher John Foll will expire on December 31, 2009.

Audit Committee

We have an audit committee comprised of our three independent non-executive directors, Messrs. Kevin Westley (chairman), Kwan Kai Cheong and John W. Stanton. All three are independent within the meaning of the standards established by the SEHK and the applicable standards established by the NYSE for foreign private issuers and by the SEC.

As set forth in its terms of reference, our audit committee is responsible for assisting our board of directors in (i) ensuring that an effective system of internal control and compliance with our obligations (including external financial reporting obligations) under stock exchange listing rules and applicable laws and regulations is in place, (ii) overseeing the integrity of our financial statements and (iii) overseeing our compliance with legal and regulatory requirements. The audit committee is also directly responsible on behalf of the board of directors for the selection, oversight and remuneration of our external auditor, the assessment of the independence and qualifications of our external auditor, and the oversight of the performance of our internal audit function and external auditor.

Remuneration Committee

We have a remuneration committee comprising Messrs. Fok Kin-ning, Canning (chairman), Kwan Kai Cheong and Kevin Westley. Under the rules of the SEHK, a majority of the members of the remuneration committee must be independent non-executive directors. Messrs. Kwan and Westley are independent non-executive directors within the meaning of the standards established by the SEHK. As a foreign private issuer, we are not required to comply with the independence requirements for remuneration or compensation committees established by the NYSE.

As set forth in its terms of reference, our remuneration committee is responsible for assisting our board of directors in the development and administration of a fair and transparent procedure for setting policies on the remuneration of our directors and senior management and for determining their remuneration packages.

D. Employees

As at December 31, 2008, we and our subsidiaries had a total of 9,008 full-time employees, computed on a headcount basis.

The table below sets forth the number of employees by function as at December 31, 2008:

| | <u>Employees</u> | |
|----------------------------|------------------|-------------------|
| | <u>Number</u> | <u>% of Total</u> |
| Managers | 470 | 5.2 |
| Supervisory | 638 | 7.1 |
| General and administrative | 7,900 | 87.7 |
| Total | <u>9,008</u> | <u>100.0</u> |

The following table sets out the number of employees for our business segments, computed on a headcount basis, as at the dates indicated:

| | <u>As at December 31,</u> | | |
|---------------------------------------------------|---------------------------|--------------|--------------|
| | <u>2006</u> | <u>2007</u> | <u>2008</u> |
| Hong Kong mobile (including Macau) and fixed-line | 1,656 | 1,644 | 1,681 |
| India ⁽¹⁾ | 6,154 | — | — |
| Israel | 4,214 | 4,818 | 5,593 |
| Thailand | 923 | 971 | 944 |
| Indonesia | 193 | 311 | 369 |
| Others ⁽²⁾ | <u>625</u> | <u>756</u> | <u>421</u> |
| Total | <u>13,765</u> | <u>8,500</u> | <u>9,008</u> |

(1) India ceased to be a business segment on May 8, 2007.

(2) Ghana ceased to be a business segment on July 11, 2008.

As at December 31, 2008, we and our subsidiaries had retained a total of approximately 937 temporary employees, part-time employees and contract employees. Our total number of employees is expected to decline in 2009 as personnel in our Hong Kong mobile (including Macau) and fixed-line business segments will no longer be included following completion of the spin-off of HTHKH.

We have adopted a recruiting strategy to attract and retain quality employees. We conduct periodic reviews of our employees' job performance, and determine salaries and discretionary bonuses based upon those reviews.

In addition, we offer internal training programs tailored to different job requirements to help enhance our employees' talents and skills. We believe that these initiatives have contributed to the growth of our business.

We believe that we maintain a good working relationship with our employees and have not experienced any significant labor disputes or any difficulty in recruiting staff for our operations. Our employees are not represented by any company-specific collective bargaining agreements or labor unions.

E. Share Ownership

The following table sets forth the number of ordinary shares of our company held by our directors and alternate directors as at May 8, 2009.

| <u>Director</u> | <u>Number of Shares Held</u> | <u>Percentage of Shares Outstanding</u> |
|--------------------------------------|------------------------------|-----------------------------------------|
| FOK Kin-ning, Canning ⁽¹⁾ | 1,202,380 | * |
| CHOW WOO Mo Fong, Susan | 250,000 | * |
| Frank John SIXT ⁽²⁾ | 255,000 | * |
| LUI Dennis Pok Man | 9,100,000 | * |
| Christopher John FOLL | — | * |
| CHAN Ting Yu | 3,433,333 | * |
| KWAN Kai Cheong | — | — |
| John W. STANTON ⁽³⁾ | 105,000 | * |
| Kevin WESTLEY | — | — |
| WOO Chiu Man, Cliff | 2,333,333 | * |
| Total | 16,679,046 | — |

* *Less than 1%.*

(1) Shares are held by a company that is equally controlled by Mr. Fok and his spouse.

(2) Shares are held in the form of 17,000 ADSs.

(3) Shares are held in the form of 7,000 ADSs owned jointly by Mr. Stanton and his spouse.

The following table sets forth the options for the purchase of ordinary shares held by our directors and alternate directors as at May 8, 2009.

| <u>Director/Alternate Director</u> | <u>Date of grant of share options</u> | <u>Number of shares options held</u> | <u>Expiration date of the share options⁽¹⁾</u> | <u>Exercise price of share options (HK\$)</u> |
|------------------------------------|---------------------------------------|--------------------------------------|-----------------------------------------------------------|-----------------------------------------------|
| Christopher John FOLL | December 12, 2008 | 5,000,000 | December 11, 2018 | 2.20 |

(1) One third of the share options vest on each of the first three anniversaries of the grant date. Options that had vested on the first anniversary of the grant date have been exercised and shares that were received upon exercise were all sold.

Share Option Plan

The following is a summary of the principal terms of our share option plan conditionally approved and adopted by a resolution of our then sole shareholder passed on September 17, 2004. As required under the SEHK Listing Rules, the share option plan was approved by the shareholders of Hutchison Whampoa at an extraordinary general meeting of the shareholders of Hutchison Whampoa held on May 19, 2005. It was subsequently amended by written resolutions of our directors passed on July 12, 2005 and February 9, 2006 respectively, and by our shareholders at an extraordinary general meeting held on May 8, 2007 and by the shareholders of Hutchison Whampoa at the annual general meeting held on May 22, 2008. The share option plan has a term of ten years commencing on the date on which the share option plan becomes unconditional and its purpose is to enable us to grant options to selected participants, including, among others, employees, non-executive directors, consultants, suppliers and customers, as incentives or rewards for their contribution to our company.

The grant of any options by us for the subscription of ordinary shares or other securities of ours to any eligible person shall not, by itself, unless the directors otherwise determine, be construed as a grant of options under the share option plan. The eligibility of any participant to receive a grant of any options shall be determined by the directors from time to time on the basis of their contribution to our development and growth.

The maximum number of ordinary shares that may be allotted and issued upon the exercise of all outstanding options granted and yet to be exercised under this share option plan and any other share option plan must not in the aggregate exceed 30% of our ordinary shares issued and outstanding from time to time. The total number of ordinary shares which may be allotted and issued upon the exercise of all options (excluding, for this purpose, options which have lapsed in accordance with the terms of this share option plan and any other share option plan of our group) to be granted under this share option plan and any other share option plan of ours must not in the aggregate exceed 10% of our ordinary shares issued and outstanding as of the date on which the shares are first

listed on the SEHK, assuming no ordinary shares are allotted, issued or repurchased by our company on or prior to the date on which such resolution is passed. Based on the number of ordinary shares issued and outstanding as at May 8, 2009, the limit under the share option plan is 365,666,667 ordinary shares. We may seek separate approval of our shareholders in a general meeting to grant options beyond these limits.

No participant under this share option plan or any other share option plan may receive awards in any 12-month period of more than 1% of our issued ordinary share capital. Any grant of options in excess of 1% in any such 12-month period must be approved by our shareholders in a general meeting with such participant and his associates abstaining from voting. The number and terms (including the exercise price) of the options to be granted (and options previously granted to such participant) must be fixed before the approval of the shareholders and the date of the board meeting proposing such further grant will be the date of grant for the purpose of calculating the exercise price if such grant is approved.

Any grant of options under the share option plan to a director, chief executive or substantial shareholder of our company or any of their respective associates must be approved by our independent non-executive directors (excluding any independent non-executive director who is also the grantee of the options). Approval of our shareholders in a general meeting is required if any grant of options to a substantial shareholder, an independent non-executive director or any of their respective associates would result in the ordinary shares issued and to be issued upon the exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant: (1) representing in the aggregate over 0.1% of the ordinary shares in issue; and (2) having an aggregate value, based on the closing price of the ordinary shares at the date of each grant, in excess of HK\$5 million. Any such meeting must be in accordance with the SEHK Listing Rules. Any change in the terms of options granted to a substantial shareholder, an independent non-executive director or any of their respective associates must also be approved by our shareholders in a general meeting.

An option may be accepted by a participant within 21 days from the date of the offer of grant of the option. The subscription price for ordinary shares under the share option plan shall be a price determined by the directors but shall not be less than the highest of: (1) the closing price of ordinary shares as stated in the SEHK's daily quotations sheet for trade in one or more board lots of ordinary shares on the date of the offer of grant which must be a business day; (2) the average closing price of ordinary shares as stated in the SEHK's daily quotations sheet for trade in one or more board lots of ordinary shares for the five trading days immediately preceding the date of the offer of grant which must be a business day; and (3) the nominal value of the ordinary shares. A nominal consideration of HK\$1 is payable on acceptance of the grant of an option.

At an extraordinary general meeting held on May 8, 2007, our shareholders approved an amendment to the terms of all share options which were outstanding as of the date of the general meeting and which were outstanding and unvested as at the time of the payment of a special dividend to be declared and paid out of the proceeds from our sale of CGP Investments Holdings to Vodafone, pursuant to which the exercise price of these share options would be adjusted downwards by an amount equal to the amount of the special dividend on a dollar-for-dollar basis. Our shareholders also approved an amendment to our share option plan at the same extraordinary general meeting pursuant to which, upon a distribution to shareholders of any cash (other than the special dividend to be declared and paid out of the proceeds from our sale of CGP Investments Holdings or dividends in the ordinary course), the exercise price of any options which had been granted but not been exercised as of the date of the distribution would be adjusted downwards by an amount which our directors considered to reflect the impact such distribution would have or would likely have on the trading price of our shares.

In addition to the options granted to a director of our company on December 12, 2008, options in respect of an aggregate of 4,383,334 shares, or the Replacement Options, were also granted to our other employees on December 15, 2008 in exchange for the cancellation of the same number of previously issued share options. The Replacement Options are exercisable during the period from December 15, 2008 to December 14, 2018 at the exercise price of HK\$4.51 per share. As at May 8, 2009, 18,150,000 options were issued and outstanding.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table below sets forth information with respect to persons who were beneficial owners of 5% or more of our outstanding ordinary shares as at May 8, 2009 to the extent that such information is available to us or can be ascertained from public filings.

| <u>Name of beneficial owner</u> | <u>Ordinary shares beneficially owned</u> | |
|--------------------------------------------------|-------------------------------------------|----------------|
| | <u>Number</u> | <u>Percent</u> |
| Hutchison Whampoa Limited ⁽¹⁾ | 2,905,822,253 | 60.4 |
| Cheung Kong (Holdings) Limited ⁽²⁾⁽³⁾ | 2,957,914,840 | 61.4 |
| Li Ka-shing ⁽⁴⁾ | 266,621,499 | 5.5 |

- (1) Hutchison Telecommunications Investment Holdings Limited, or Hutchison Telecommunications Investment, an indirect wholly-owned subsidiary of Hutchison Whampoa, directly owns 2,619,929,104 ordinary shares, or 54.4%, and Hutchison Telecommunications Holdings Limited (formerly named New Brilliant Holdings Limited), or Hutchison Telecommunications Holdings, a direct wholly-owned subsidiary of Hutchison Telecommunications Investment, directly owns 285,893,149 of our ordinary shares, or 5.9%. The following significant changes in Hutchison Whampoa's ownership of our shares have taken place during the past three years:
- Prior to June 2007, Hutchison Whampoa held 2,375,869,730 of our shares, representing 49.76% of our then-issued share capital. As from June 2007, Hutchison Telecommunications Holdings had acquired an aggregate of 12,000,000 of our shares in the open market through the SEHK for an aggregate consideration of approximately HK\$124.1 million (US\$15.9 million). As a result of these purchases, Hutchison Whampoa's ownership of our shares in issue increased from approximately 49.75% to approximately 50.0036% and it began to account for us as a subsidiary.
 - On January 3, 2008, Hutchison Telecommunications Investment acquired 441,026,028 of our shares from Orascom Holding for a total consideration of approximately HK\$4,851 million. As a result, Hutchison Whampoa's ownership of our shares in issue increased from approximately 50.1% to approximately 59.3%.
 - During the period from October 16, 2008 to October 30, 2008, Hutchison Telecommunications Holdings acquired an aggregate of 68,416,495 of our shares in the open market through the SEHK for an aggregate consideration of approximately HK\$581.5 million (US\$75.0 million). As a result of these purchases, Hutchison Whampoa's ownership of our shares in issue increased from approximately 59.3% to approximately 60.4%.
- (2) Various direct or indirect wholly-owned subsidiaries of Cheung Kong Holdings, including Cheung Kong Enterprises Limited, collectively directly own 52,092,587 of our shares, representing approximately 1.1% of our issued share capital. Through its subsidiaries, Cheung Kong Holdings indirectly beneficially owns approximately 49.97% of the issued shares of Hutchison Whampoa. Pursuant to Rule 13d-3 under the Exchange Act, Cheung Kong Holdings and its subsidiaries may be deemed to control the voting and disposition of the 2,905,822,253 ordinary shares of our company beneficially owned by Hutchison Whampoa, but, pursuant to Rule 13d-4 under the Exchange Act, Cheung Kong Holdings and its subsidiaries (other than Cheung Kong Enterprises Limited) have expressly disclaimed beneficial ownership of these ordinary shares. Changes during the past three years in Cheung Kong Holdings' ownership of our shares, through its 49.97% interest in Hutchison Whampoa, are described in note (1) above.
- (3) Li Ka-Shing Unity Trustee Company Limited, as trustee of The Li Ka-Shing Unity Trust, together with certain companies which Li Ka-Shing Unity Trustee Company Limited as trustee of The Li Ka-Shing Unity Trust is entitled to exercise or control the exercise of one third or more of the voting power at their general meetings, hold more than one third of the issued share capital of Cheung Kong Holdings. In addition, each of Li Ka-Shing Unity Trustee Corporation Limited, as trustee of a discretionary trust, and Li Ka-Shing Unity Trustcorp Limited, as trustee of another discretionary trust, holds units in The Li Ka-Shing Unity Trust. Mr. Li Ka-shing is the settlor of each of these discretionary trusts. Furthermore, each of Messrs. Li Ka-shing, Li Tzar Kuoi, Victor and Li Tzar Kai, Richard, is interested in one third of the entire issued share capital of Li Ka-Shing Unity Holdings Limited, a company that owns the entire issued share capital of Li Ka-Shing Unity Trustee Company Limited, Li Ka-Shing Unity Trustee Corporation Limited and Li Ka-Shing Unity Trustcorp Limited.
- (4) Prior to January 2008, Mr. Li Ka-shing, through various companies that he wholly-owns, held 27,513,355 of our shares. On January 3, 2008, Mr. Li Ka-shing, through his indirect ownership of 100% of the issued and outstanding shares of Yuda Limited, acquired 239,108,144 of our shares from Orascom Holding for a total consideration of approximately HK\$2,630 million (US\$336.9 million). As a result, Mr. Li, through various companies that he wholly-owns, beneficially owns 266,621,499 of our shares, representing approximately 5.5% of our issued share capital.

Except as disclosed above, we are not aware of any other beneficial owners of 5% or more of our outstanding ordinary shares. Our major shareholders have voting rights that are identical to all the other shareholders.

As at May 8, 2009, a total of 4,814,346,208 of our ordinary shares were outstanding. As at May 8, 2009, 1,758,342,306 of our ordinary shares were held by 680 record holders in Hong Kong, of which 175,025,475 of our ordinary shares were registered in the names of nominees of Citibank N.A., the depository under our ADS deposit agreement, and 3,056,003,902 of our ordinary shares were held by three record holders in the Cayman Islands.

We are not aware of any arrangement that may at a later date result in a change of control of our company.

B. Related Party Transactions

This section describes certain material or unusual transactions or proposed transactions, since January 1, 2008 until the date of filing of this annual report on Form 20-F, between us and certain parties with whom we have a relationship. These related parties include our controlling shareholders, our subsidiaries or other entities over which we exert significant influence, entities who are under common control with our company, and our significant shareholders, members of our key management, their respective family members and entities in which these persons have a significant equity interest.

Related party transactions with the Hutchison Whampoa group

In connection with our restructuring that was completed in September 2004, as described under “Item 4. Information on the Company – History and Development of the Company – The Restructuring,” we have entered into various agreements with the Hutchison Whampoa group. In connection with the spin-off of HTHKH that was completed on May 7, 2009, as described under “Item 4. Information on the Company – History and Development of the Company – The Spin-off,” we have amended certain of these agreements, entered into new agreements and there continue to be transactions between members of our group and members of the Hutchison Whampoa group (which includes HTHKH and its subsidiaries).

Shareholders’ agreements

As part of the restructuring, the Hutchison Whampoa group’s rights and obligations under shareholders’ agreements with NTT DoCoMo and NEC with respect to our operating companies for 3G mobile telecommunications services in Hong Kong and 2G mobile telecommunications services in Hong Kong and Macau were passed through to us pursuant to a HK Pass-Through Agreement. The HK Pass-Through Agreement was terminated as of the HTHKH Listing Date, other than, among other things, to the extent of any antecedent breach by either party incurred prior to the HTHKH Listing Date.

Non-competition agreements

As part of the restructuring, we entered into a non-competition agreement with Hutchison Whampoa to maintain a clear delineation of our respective businesses, principally on a geographical basis. In connection with the spin-off of HTHKH, effective as of the HTHKH Listing Date, we amended the non-competition agreement with Hutchison Whampoa and entered into a non-competition agreement with HTHKH. For more information on these non-competition agreements, we refer you to “Item 4. Information on the Company – C. History and Development of the Company – Non-competition Agreements.”

Registration rights agreement

We entered into a registration rights agreement on September 24, 2004 with Cheung Kong Holdings, which then held 49.97% of Hutchison Whampoa, and Hutchison Telecommunications Investment, an indirect wholly-owned subsidiary of Hutchison Whampoa. Under the registration rights agreement, either of Cheung Kong Holdings and Hutchison Telecommunications Investment may from time to time make a written request to us (i) for registration of all or part of the shares held by such shareholder or its affiliates with

the SEC for offer and sale to the public under a registration statement (within the meaning of the Securities Act), or (ii) to cause all or part of the shares held by such shareholder or its affiliates to be listed in any jurisdiction outside the United States wherein such shares are already listed.

In connection with the sale of shares representing approximately 19.3% of our then-issued share capital by the Hutchison Whampoa group to Orascom Holding, we entered into an amended and restated registration rights agreement on December 21, 2005 with Hutchison Telecommunications Investment, Cheung Kong Holdings and Orascom Eurasia, which replaced the above-mentioned registration rights agreement and extended the registration rights previously granted to Hutchison Telecommunications Investment and Cheung Kong Holdings to Orascom Eurasia. Subsequent to the disposal by Orascom Eurasia of its entire interest in our shares on January 3, 2008, the amended and restated registration rights agreement was terminated with respect to Orascom Eurasia on that date.

The amended and restated registration rights agreement will terminate upon the earlier of the date when all registrable securities have been sold pursuant to a registration statement or the date as of which each of the parties to the agreement are permitted to sell their shares under Rule 144(k) under the Securities Act. In addition, the amended and restated registration rights agreement will terminate with respect to Hutchison Telecommunications Investment and Cheung Kong Holdings, respectively, on the date that the number of each class of registrable securities beneficially owned by that shareholder is less than 1% of all of our ordinary shares that are then issued and outstanding.

As of the date of this annual report, none of Cheung Kong Holdings or Hutchison Telecommunications Investment has made any written request to us under the agreement.

Credit Facility

On November 25, 2008, our company entered into a facility agreement with Hutchison Telecommunications Finance Company Limited, or HTFCL, as lender and Hutchison Facility Agents Limited, or HFAL, as facility agent, which facility agreement was amended and restated on April 17, 2009. HTFCL and HFAL are both indirect wholly-owned subsidiaries of Hutchison Whampoa. Pursuant to the Amended and Restated Facility Agreement, among other things, HTFCL agreed to make available to us a senior secured term loan/revolving credit facility in the maximum aggregate amount of US\$1,790 million (approximately HK\$13,872.5 million) in two tranches, subject to the terms of the Amended and Restated Facility Agreement. The facility bears interest at the rate of LIBOR + 2.45% per annum, and there is an upfront fee of US\$5 million and a commitment fee of 0.20% per annum on the daily undrawn balance of the facility. In addition, the cross-guarantees and security provided by our company and Hutchison Telephone HK, which was our subsidiary until the completion of the spin-off of HTHKH in May 2009, in respect of each other's borrowings, if any, under the facility, were effectively released as of the HTHKH Listing Date.

Under the first tranche, HTFCL agreed to make available to us, subject to the terms of the Amended and Restated Facility Agreement, a senior term loan facility in the maximum amount of US\$450 million until the earlier of May 14, 2009 and the date on which all outstanding amounts are repaid under an existing HK\$9 billion credit facility made available to our company and Hutchison Telephone HK by a group of independent financial institutions. Under the second tranche, HTFCL agreed to make available to us, subject to the terms of the Amended and Restated Facility Agreement, a senior revolving credit facility in the maximum amount of US\$1,340 million until one week before the final maturity date of November 15, 2011. On May 12, 2009, HTFCL advanced to our company US\$170 million (approximately HK\$1,317.5 million) under the first tranche and US\$120 million (approximately HK\$930.0 million) under the second tranche.

Guarantees and letters of comfort

Hutchison Whampoa and certain of its wholly-owned subsidiaries have guaranteed outstanding debts owed by our subsidiaries to lenders since 1998. As at December 31, 2008, total borrowings of HK\$69 million (US\$8.9 million) were guaranteed by members of the Hutchison Whampoa group in respect of loans to our Thailand operations. We have entered into a fee agreement with

Hutchison Whampoa pursuant to which we agree to pay, or will procure that relevant members of our group will pay, fees for the issuance of guarantees and the provision of indemnities and security by Hutchison Whampoa or its subsidiaries, in respect of third-party borrowings of such relevant members of our group. The fees are charged at normal commercial rates. We have also entered into a counter-indemnity agreement with Hutchison Whampoa, under which we agree to indemnify Hutchison Whampoa or the relevant member of the Hutchison Whampoa group, as the case may be, against any liability incurred by Hutchison Whampoa or any such member of the Hutchison Whampoa group under the guarantees, indemnities and security provided in connection with our group's third-party borrowings. The total amount of these fees paid by us to the Hutchison Whampoa group during the year ended December 31, 2008 was HK\$10 million (US\$1.3 million).

As security in support of a series of equipment sale and leaseback transactions entered into by Hutchison Telephone HK in 1998, Hutchison Whampoa issued guarantees in favor of Hutchison Telephone HK's counterparties under those transactions in respect of payment and performance obligations. The transactions have been terminated pursuant to the terms of termination agreements dated January 2, 2008. All payments were settled in December 2008. Hutchison Whampoa's remaining obligations under these guarantees, which are not expected to be material, will not be discharged until expiry of the relevant bankruptcy preference time periods under the laws of the applicable jurisdictions.

Following the completion of the spin-off of HTHKH, Hutchison Telephone HK is no longer our subsidiary.

Intellectual property

We conduct our businesses using trademarks with various forms of the Hutchison name (including, but not limited to, "Hutchison Telecom," "Hutchison," "Hutch" and "3"), as well as domain names incorporating some or all of these trademarks.

We have entered into an intellectual property rights framework agreement with Hutchison International, a subsidiary of Hutchison Whampoa, pursuant to which Hutchison International shall procure certain domain names, trademarks (including but not limited to "3" and "Hutch") and other intellectual property rights owned by or licensed to the Hutchison Whampoa group in relation to the telecommunications business and operations of the relevant members of our group are licensed to our group. Such intellectual property rights are and will continue to be licensed to members of our group on a royalty-free basis until the relevant change of control provisions as may be agreed between the relevant members of our group and the Hutchison Whampoa group are triggered. The relevant member of our group will bear the appropriate proportion of the total external and internal costs and expenses in connection with brand management and support. During the year ended December 31, 2008, the costs and expenses charged in connection with the relevant intellectual property rights amounted to approximately HK\$2 million (US\$0.3 million). In connection with the spin-off of HTHKH, we entered into a supplemental agreement on April 17, 2009, pursuant to which, among other things, the list of operating companies in the intellectual property rights framework agreement was updated to reflect our subsidiaries after the completion of the spin-off.

Provision of data center services

Hutchison GlobalCentre Limited, or Hutchison GlobalCentre, provides data center services to members of the Hutchison Whampoa group. These data center services include data center facilities (such as power supply, telecommunications connectivity, air-conditioning, fire prevention and security systems), hardware and software management and co-location services. The relevant members of the Hutchison Whampoa group are required to pay Hutchison GlobalCentre monthly charges in advance for subscription and in arrears for usage of such data center services. The amount of monthly charges and the initial term of duration for the provision of such data center services, which are automatically renewable for successive additional terms unless either party terminates by notification, are separately determined and agreed between the relevant member of the Hutchison Whampoa group and Hutchison GlobalCentre in individual service orders, which are executed as and when such data center services are required. During the year ended December 31, 2008, the aggregate charges for provision of such services amounted to approximately HK\$20 million (US\$2.6 million). Following the completion of the spin-off of HTHKH, Hutchison GlobalCentre is no longer our subsidiary.

Lease and license arrangements

Members of our group, as lessees or licensees, have entered into, and may in the future from time to time renew and enter into, various lease and license arrangements with members of the Hutchison Whampoa group, as landlords or licensors. The lease and license arrangements are in respect of building spaces and other premises for use as offices or for other business purposes. During the year ended December 31, 2008, the aggregate lease and licensing fees paid by the relevant members of our group under these arrangements amounted to approximately HK\$55 million (US\$7.1 million). Following the completion of the spin-off of HTHKH, certain of the lessees or licensees under these lease and license arrangements are no longer our subsidiaries.

Roaming arrangements

Members of our group have entered into agreements with members of the Hutchison Whampoa group in respect of roaming arrangements, whereby customers of members of each of the groups may roam on each other's networks while traveling abroad. Each pair of partners amongst the groups will settle, after set-off on a net basis, the roaming charges incurred by their customers on each other's networks each month in arrears. During the year ended December 31, 2008, the total charges for the provision of roaming services, after set-off among the parties, amounted to approximately HK\$23 million (US\$3.0 million). Following the completion of the spin-off of HTHKH, the parties to these roaming agreements are no longer our subsidiaries.

Sharing of services

Pursuant to an agreement dated September 24, 2004 between us and Hutchison International, members of our group have been sharing with the Hutchison Whampoa group, certain services including, among others, legal and regulatory services, company secretarial support services, tax and internal audit services, shared use of accounting software system and related services, participation in the Hutchison Whampoa group's pension, medical and insurance plans, participation in the Hutchison Whampoa group's procurement projects with third-party vendors/suppliers, other staff benefits and staff training services, company functions and activities and operation advisory and support services. Our group will pay a fee to the Hutchison Whampoa group for the provision of such services, which is payable quarterly in arrears and settled within 30 days after receipt of a written invoice from the relevant member of the Hutchison Whampoa group to the relevant member of our group. This agreement expired on December 31, 2006. On November 30, 2006, we entered into a new agreement with Hutchison International, pursuant to which certain IT-related services provided under the September 24, 2004 agreement would be provided under the new agreement with effect from January 1, 2006 for a period of one year with automatic renewals on each anniversary for three successive one-year periods unless terminated by either party. On February 26, 2007, we entered into a new agreement with Hutchison International in place of the September 24, 2004 agreement, except for certain IT-related services already covered by the November 30, 2006 agreement. The new agreement went into effect from January 1, 2007 for a term of three years unless terminated by either party. During the year ended December 31, 2008, the aggregate fees paid by our group for the provision of such services amounted to approximately HK\$32 million (US\$4.1 million).

Dealership services

Under an agreement dated May 27, 2004, between Watson and Hutchison 3GHK Services, Watson was appointed as non-exclusive dealer for Hutchison 3GHK Services for sale at retail outlets operated by Fortress in Hong Kong of 3G handsets and/or telecommunications services provided by Hutchison 3GHK Services. Under this 3G dealership services agreement, Watson collects the handset price and service fee prepayment from retail customers, at the rates as determined by Hutchison 3GHK Services. Watson is required to pay such amount to Hutchison 3GHK Services after deducting its commission per subscription. This agreement commenced on March 3, 2004. This agreement was transferred by Hutchison 3GHK to Hutchison Telephone HK, with effect from July 1, 2005, as part of a reorganization to streamline the Hong Kong mobile telecommunications business. On April 2, 2009, Watson entered into an agreement with Hutchison Telephone HK to extend the term of the agreement until December 31, 2011 and thereafter,

the agreement will be automatically renewed for successive periods of three years each, unless terminated by either party. Following the completion of the spin-off of HTHKH, Hutchison Telephone HK is no longer our subsidiary and we are no longer a party to this agreement.

During the year ended December 31, 2008, the aggregate commissions paid by our group for the provision of these dealership services amounted to approximately HK\$27 million (US\$3.5 million).

Global procurement services

Various members of our group separately have entered into cost sharing agreements with the Hutchison Whampoa group pursuant to which members of the Hutchison Whampoa group and members of our group together join in global procurement and development projects for the acquisition and development of information technology platforms and software solutions and applications, hardware, content and other services in connection with the roll-out and ongoing operation of the business of members of our group. Participation in a particular cost sharing activity is at the discretion of each member of our group which has entered into a cost sharing arrangement. In connection with the performance of obligations of the members of our group under some of the underlying contracts in relation to the global procurement activities, members of the Hutchison Whampoa group have provided guarantees in favor of counterparties thereunder. The relevant members of our group will bear the appropriate proportion of the total external and internal costs and expenses incurred in connection with such joint procurement activities. In addition, the relevant members of our group pay a guarantee fee (where the Hutchison Whampoa group has provided a guarantee) and a management fee to the Hutchison Whampoa group at normal commercial rates. During the year ended December 31, 2008, the aggregate costs, expenses, guarantee fees and management fees paid by the relevant member of our group under these cost sharing agreements amounted to approximately HK\$17 million (US\$2.2 million). Following the completion of the spin-off of HTHKH, the parties to these cost sharing agreements are no longer our subsidiaries.

Handset supply agreements

On March 27, 2007, each of Hutchison Telephone HK and Partner entered into handset supply agreements with H3G Procurement Services S.à r.l, or H3G Procurement, a wholly-owned subsidiary of Hutchison Whampoa, pursuant to which each of Hutchison Telephone HK and Partner may elect to purchase handsets or other devices related to their respective 3G businesses. Any offer of handsets or other devices by H3G Procurement to Hutchison Telephone HK or Partner will be on substantially the same terms and conditions as the terms and conditions offered by the vendors to H3G Procurement, other than as to unit prices. Neither Hutchison Telephone HK nor Partner is obligated to purchase any handsets under the agreements with H3G Procurement. The term of each agreement is an initial period of three years beginning on January 1, 2007 and thereafter automatically renewed for three successive periods of three years each unless terminated earlier by either party. During the year ended December 31, 2008, the aggregate purchases made by Hutchison Telephone HK and Partner under these handset supply agreements amounted to approximately HK\$142 million (US\$18.3 million) and HK\$2 million (US\$0.3 million), respectively. Following the completion of the spin-off of HTHKH, Hutchison Telephone HK is no longer our subsidiary.

Provision of telecommunications and Internet services

Members of our group provide local and international fixed-line telecommunications services, Internet access bandwidth with value-added services, and Internet and web-hosting services to members of the Hutchison Whampoa group. During the year ended December 31, 2008, the fees charged for the provision of such services amounted to approximately HK\$79 million (US\$10.2 million). Following the completion of the spin-off of HTHKH, the providers of these services are no longer our subsidiaries.

Provision of mobile telecommunications services

Members of our group provide mobile telecommunications services, including IDD and roaming services and other value-added services, to members of the Hutchison Whampoa group. The Hutchison Whampoa group is required to pay charges in advance for subscription on a monthly basis and charges in arrears for usage on a monthly basis, pursuant to invoices issued by the relevant

member of our group. The provision of such services is terminable by either party at any time by giving 30 days' prior written notice. During the year ended December 31, 2008, the fees charged for the provision of such services amounted to approximately HK\$22 million (US\$2.8 million). Following the completion of the spin-off of HTHKH, the providers of these services are no longer our subsidiaries.

Master Agreement

Members of our group provide, and will continue to provide, to members of the HTHKH group, certain products and services, or the HTIL Supplies. Members of our group also acquire, and will continue to acquire, from members of the HTHKH group, certain products and services, or the HTHKH Supplies. Following the completion of the spin-off of HTHKH in May 2009, HTHKH and its subsidiaries are no longer our subsidiaries. On April 17, 2009, we entered into a master agreement, or the Master Agreement, with HTHKH, which sets out the framework terms upon which the HTIL Supplies and HTHKH Supplies will be provided or acquired (as appropriate) as may be agreed from time to time on a non-exclusive basis. The HTIL Supplies include leasing and licensing of offices, building spaces, car parks and warehouses; roaming services; and general treasury management services. The HTHKH Supplies include data centre services; mobile telecommunications services; telecommunications and Internet services; mobile telecommunications products; and roaming services. The Master Agreement became effective on the HTHKH Listing Date and has a three year term.

Related party transactions with our directors

Our non-executive directors receive compensation in the form of directors' fees and do not receive any other form of compensation, including upon termination. Our executive directors receive compensation in the form of salaries, discretionary bonuses, housing allowance, provision of company car, club membership, participation in our retirement scheme, medical coverage, life insurance and annual leave. We have entered into service contracts with our executive directors which may be terminated by either party giving written notice for periods of notice ranging from three to six months. None of these service contracts provide benefits to our executive directors upon termination. Under the arrangements currently in force, the aggregate remuneration payable to, and benefits in kind receivable by, our directors for the year ended December 31, 2008 were approximately HK\$63.8 million (US\$8.2 million). For a detailed discussion of the remuneration paid to our directors, see "Item 6. Directors, Senior Management and Employees—Compensation."

As at May 8, 2009, options in respect of 18,150,000 of our ordinary shares have been granted in the aggregate under our share option plan to persons who are currently directors or alternate directors of our company. For a more detailed discussion of the share option plan, see "Item 6. Directors, Senior Management and Employees—Share Ownership—Share Option Plan."

C. Interests of Experts and Counsel

Not Applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Consolidated Statements and Other Financial Information

See Item 18.

Legal Proceedings

We are involved in legal proceedings common in our industry and arising in the ordinary course of business. Other than as described below, we are not engaged in any litigation, arbitration or claim of material importance, and no litigation, arbitration or claim of material importance is known to our directors to be pending or threatened by or against us, that would have a significant effect on our financial position or profitability.

Israel

As of December 31, 2008, a total of 18 claims had been filed in Israel against Partner and, in some such claims, together with other cellular operators in Israel, each with a motion to certify as class action, in respect of the following amounts in the aggregate:

| | Amount of claim (in approximate HK\$ millions) |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------|
| Alleged violation of antitrust law | 246 |
| Alleged consumer complaints | 1,719 |
| Alleged unauthorized erection of cellular antennas, causing environmental damages | <u>2,050</u> |

At this stage, and until the claims are recognized as class actions, we and Partner are unable to evaluate the probability of success of such claims, and therefore no provision has been made. See note 32 to our consolidated financial statements.

In addition, a claim has been filed in Israel against Partner by the Ministry of Communications in Israel, in respect of the past use of a frequency band on a shared basis with another mobile operator pursuant to an agreement made between Partner and the other mobile operator which was endorsed by the Ministry of Communications. Subsequent to December 31, 2008, in the first quarter of 2009, Partner made a provision in the amount of NIS 26 million (HK\$53.3 million) in respect of this claim.

Dividend Distributions

We do not currently have a dividend policy. We refer you to “Item 10. Additional Information – Memorandum and Articles of Association – Dividends” for more information on dividends.

On December 2, 2008, we paid a special dividend of HK\$7.00 (US\$0.90316) per share, or HK\$33.7 billion (US\$4.348 million) in the aggregate. We did not pay any other dividends in 2008.

B. Significant Changes

We refer you to “Item 5. Operating and Financial Review and Prospects – Overview” for a summary of significant changes which have occurred since December 31, 2008.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Market Price Information

The following tables set forth the high and low sales prices per share of our ordinary shares listed on the SEHK and the high and low prices per share of our ADSs (each representing 15 of our ordinary shares) listed on the NYSE for the periods specified.

| | HIGH | | LOW | |
|---------------------------------|-------------------------------|-------------------|-------------------|-------------------|
| | Ordinary shares (HK\$) | ADS (US\$) | LOW (HK\$) | ADS (US\$) |
| Annual highs and lows | | | | |
| 2004 | 7.10 | 13.58 | 5.20 | 9.85 |
| 2005 | 11.85 | 22.25 | 6.05 | 12.25 |
| 2006 | 20.25 | 38.74 | 10.60 | 20.71 |
| 2007 | 20.85 | 43.00 | 9.00 | 17.34 |
| 2008 | 12.20 | 22.99 | 1.78 | 2.95 |
| Quarterly highs and lows | | | | |
| 2007: | | | | |
| First Quarter | 20.85 | 43.00 | 14.52 | 27.56 |
| Second Quarter | 17.40 | 33.30 | 10.00 | 29.30 |
| Third Quarter | 11.00 | 21.48 | 9.00 | 17.34 |
| Fourth Quarter | 12.70 | 24.99 | 9.81 | 20.11 |
| 2008: | | | | |
| First Quarter | 12.00 | 22.99 | 10.06 | 19.03 |
| Second Quarter | 12.20 | 22.19 | 10.50 | 20.39 |
| Third Quarter | 11.10 | 21.16 | 7.90 | 15.69 |
| Fourth Quarter | 11.50 | 22.10 | 1.78 | 2.95 |
| 2009: | | | | |
| First Quarter | 2.48 | 4.93 | 1.72 | 2.35 |

Monthly highs and lows

| | | | | |
|--------------------------|-------|-------|------|-------|
| November 2008 | 11.50 | 22.10 | 1.90 | 16.01 |
| December 2008 | 2.65 | 17.66 | 1.78 | 2.95 |
| January 2009 | 2.35 | 4.93 | 1.92 | 3.04 |
| February 2009 | 2.00 | 3.94 | 1.72 | 2.35 |
| March 2009 | 2.48 | 4.75 | 1.80 | 3.67 |
| April 2009 | 2.54 | 5.03 | 1.23 | 4.16 |
| May 2009 (through May 8) | 1.57 | 5.04 | 1.31 | 4.38 |

B. Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares have been listed on the Main Board of The Stock Exchange of Hong Kong Limited under the code number “2332” since October 15, 2004. Our ADSs, each representing 15 of our ordinary shares, have been listed on the New York Stock Exchange under the symbol “HTX” since October 14, 2004.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION**A. Share Capital**

Not Applicable.

B. Memorandum and Articles of Association

Our company is registered in the Cayman Islands (company number CT-133883). Set forth below is a brief summary of certain provisions of our amended and restated Memorandum and Articles of Association adopted on September 3, 2004, as amended on May 5, 2005 and May 8, 2007. This summary does not purport to be complete and is qualified in its entirety by reference to our Memorandum and Articles of Association, which are filed as Exhibits 1.1 and 1.2, respectively, to this annual report on Form 20-F.

Objects

Our objects are detailed in the Section 3 of our amended and restated Memorandum of Association. Typical of companies registered in the Cayman Islands, our objects are unrestricted and include, without limitation, to act and to perform all the functions of a holding company in all its branches and to co-ordinate the policy and administration of any subsidiary company, and to acquire and hold shares, stock and other forms of securities instruments, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.

Directors

A director may not vote (nor be counted in the quorum) on any resolution of the board approving any contract or arrangement or other proposal in which such director, or any of his associates, is materially interested. However, this prohibition shall not apply to any of the following matters:

- any contract or arrangement for the giving by us or any of our subsidiaries to that director or his associate(s) any security or indemnity in respect of money lent by him or any of his associates or obligations incurred or undertaken by him or any of his associates at the request of or for the benefit of us or any of our subsidiaries;

- any contract or arrangement for the giving by us or any of our subsidiaries of any security or indemnity to a third-party in respect of a debt or obligation of ours or any of our subsidiaries for which the director or his associate(s) has/have himself/themselves assumed responsibility in whole or in part whether alone or jointly under a guarantee or indemnity or by the giving of security;
- any contract or arrangement concerning an offer of our shares or debentures or other securities by us or any other company which we may promote or be interested in for subscription or purchase, where the director or his associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- any contract or arrangement in which the director or his associate(s) is/are interested in the same manner as other holders of our shares or debentures or other securities or those of any of our subsidiaries by virtue only of his/their interest in our shares or debentures or other securities or those of any of our subsidiaries;
- any contract or arrangement concerning any other company in which the director or his associate(s) is/ are interested only, whether directly or indirectly, as an officer or executive or a shareholder other than a company in which the director and/or his associate(s) is/are beneficially interested in five percent or more of the issued shares or of the voting rights of any class of shares of such company (or of any third company through which his interest or that of any of his associates is derived); or
- any proposal or arrangement concerning the adoption, modification or operation of a share option scheme, a pension fund or retirement, death, or disability benefits scheme or other arrangement which relates both to directors, and/or their associates and our employees or those of any of our subsidiaries and does not provide in respect of any director, or his associate(s), as such any privilege or advantage not accorded to the employees to which that scheme or fund relates.

Our directors may exercise all the powers to raise or borrow money, to mortgage or charge all or any part of our undertaking, property and assets (present and future) and uncalled capital and, subject to the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of ours or of any third-party. The borrowing powers, in common with our articles in general, can be varied with the sanction of a special resolution.

Directors are not required to retire at a particular age. Directors are not required to beneficially own our shares.

Rights, Preferences, Restrictions Attaching to Shares and Changing the Rights of Shareholders

We are authorized to issue non-voting redeemable preference shares. However, currently, we only have ordinary shares outstanding.

Dividends

Subject to the Companies Law, in a general meeting we may declare dividends in any currency, but no dividends shall exceed the amount recommended by our directors. Dividends may be declared and paid out of our profits, realized or unrealized, or from any reserve set aside from profits that our directors determine is no longer needed. With the sanction of an ordinary resolution, dividends may also be declared out of the share premium account or any other fund or account that can be authorized for this purpose in accordance with the Companies Law.

Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provides, all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in

advance of calls shall be treated for this purpose as paid up on that share, and all dividends shall be apportioned and paid pro rata according to the amounts paid upon the shares during any portion or portions of the period in respect of which the dividend is paid.

Our directors may also pay any dividend that is payable on any shares half-yearly or on any other dates, whenever our position, in the opinion of the directors, justifies such payment.

Our directors may deduct from any dividend or bonus payable to any member all sums of money (if any) presently payable by him to us on account of calls or otherwise.

No dividend or other monies payable by us on or in respect of any share shall bear interest against us.

In respect of any dividend proposed to be paid or declared on our share capital, our directors may resolve and direct that: (i) such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that our members entitled thereto will be entitled to elect to receive such dividend (or part thereof if our directors so determine) in cash in lieu of such allotment; or (ii) the members entitled to such dividend will be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the directors may think fit. The directors may also, with the sanction of our members in general meeting, resolve in respect of any particular dividend that, notwithstanding the foregoing, it may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right of members to elect to receive that dividend in cash in lieu of such an allotment.

Any dividend, interest or other sum payable in cash to the holder of shares may be paid by check or warrant sent by mail addressed to the holder at his registered address, or addressed to such person and at such addresses as the holder may direct. Every such check or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of those shares, and shall be sent at his or their risk. Payment of the check or warrant by the bank on which it is drawn shall constitute a good discharge to us.

Any dividend unclaimed after a period of six years from the date of declaration of the dividend may be forfeited and, if so forfeited, shall revert to us.

Whenever our directors or the members in general meeting have resolved that a dividend be paid or declared, the directors may further resolve that the dividend be satisfied by direct payment or satisfaction wholly or in part by the distribution of specific assets of any kind, and in particular of paid up shares, debentures or warrants to subscribe for our securities or securities of any other company. Where any difficulty arises with regard to such distribution, the directors may settle it as they think expedient and, in particular, may issue fractional certificates or authorize any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any such specific assets and may determine that cash payments shall be made to any of our members upon the footing of the value so fixed in order to adjust the rights of the parties and may vest any such specific assets in trustees as may seem expedient to the directors.

Voting Rights

Subject to any special rights or restrictions as to voting for the time being attached to any shares, at any general meeting every member who is present in person or by proxy (or, in the case of a member that is a corporation, by its duly authorized representative) shall have one vote, and on a poll every member present in person or by proxy (or, in the case of a member that is a corporation, by its duly appointed representative) shall have one vote for each fully paid share of which that member is the holder.

No member will be entitled to vote or be reckoned in a quorum, in respect of any share, unless that member is registered as our shareholder at the applicable record date for that meeting and all calls or installments due by that member to us have been paid.

If a recognized clearing house (or its nominee(s)) is our member, it may authorize the person or persons it thinks fit to act as its representative(s) at any meeting or at any meeting of any class of members provided that, if more than one person is so authorized, the authorization must specify the number and class of shares in respect of which each such person is so authorized. A person authorized pursuant to this provision is deemed to have been duly authorized without further evidence of the facts and be entitled to exercise the same powers on behalf of the recognized clearing house (or its nominee(s)) as if the person were the registered holder of our shares held by that clearing house (or its nominee(s)) including the right to vote individually on a show of hands.

Members of our board of directors stand for re-election at staggered intervals. One-third of our directors (or, if their number is not a multiple of three, the number nearest to but not less than one-third), or any other fraction that may be required under the SEHK Listing Rules or other applicable rules, are subject to retirement from office by rotation at each annual general meeting. Three of our directors retired by rotation and Mr. Christopher John Foll, who was appointed by our board in August 2008, retired and all were re-elected at our annual general meeting held on April 27, 2009.

There are no restrictions imposed by Cayman Islands law or our articles of association on the rights of our members to hold or vote their shares by reason of where they reside. Our articles of association, however, provide that we are not obliged, when making or granting any allotment of, offer of, option over or disposal of shares or issuing shares in satisfaction wholly or in part of a dividend declared, to make or make available any such allotment, offer, option or shares to our members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in our opinion, be unlawful or impracticable.

Provisions discriminating against existing or prospective holders of shares as a result of such shareholder owning a substantial number of shares

Our articles of association provide that if our directors become aware that any person directly or indirectly has or acquires an interest in a number of shares that would or may, in the opinion of our directors, require a review or approval under, or which would or may result in any subsidiary or affiliate (being any entity in which we directly or indirectly hold 5% or more of the issued share capital) of ours being in breach or in default of, any applicable law, regulation or license, permit, consent or privilege held or enjoyed by any such subsidiary or affiliate, or of any requirement of any governmental or regulatory authority, our directors have the discretion to serve a notice upon the holder of those shares:

- specifying which of the shareholder's shares in our company will be affected and the name of the entity affected;
- suspending the shareholder's right to exercise the voting rights attaching to the affected shares in which the shareholder has an interest in respect of any resolution at any general meeting of our company that concerns the business, operations, management or activities or any other matters in relation to any affected entity, including the appointment of a director or the managing director of any affected subsidiary or affiliate; and/or
- restricting the director(s) appointed by or at the direction of that shareholder, if any, to our board of directors from voting on any resolution or matter that concerns the activities of any affected entity or appointment of a director or the managing director of any affected entity.

Any suspension or restriction will be to the minimum extent (in terms of period of suspension, voting rights suspended and number of shares affected) that is, in the opinion of our directors, required in order to prevent a breach or default, or in connection with such review or approval.

The notice that the directors provide to the holder of the affected shares may also direct the holder of those shares to provide us with information and documents that we may require in order to enable us or any affected subsidiary or affiliate to obtain the necessary approval that may be required in order to enable that shareholder to continue to hold the affected shares without the breach or default occurring or continuing.

Apart from the voting rights being suspended in the manner described above, all other rights attached to these disenfranchised shares shall not be affected and shall remain exercisable by the shareholder holding these disenfranchised shares. The notice is effective in respect of the disenfranchised shares only and does not apply to any other shares held by that shareholder.

Alteration of Capital

We may from time to time by ordinary resolution:

- increase our capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;
- consolidate and divide all or any of our share capital into shares of a larger amount than our existing shares;
- cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled subject to the provisions of the Companies Law;
- sub-divide our shares or any of them into shares of a smaller amount than is fixed by our memorandum and articles of association, subject nevertheless to the Companies Law, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the share resulting from that subdivision, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with, the others as we have power to attach to unissued or new shares; and
- divide shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares, attach to the shares respectively as preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination in general meeting may be determined by the directors.

We may, by special resolution, subject to any confirmation or consent required by the Companies Law, reduce our share capital, or any capital redemption reserve in any manner authorized by law.

Rights to share in any surplus in the event of liquidation

Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares, if we are wound up and the assets available for distribution among our members are more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess will be distributed *pari passu* among those members in proportion to the amount paid up at the commencement of the winding up on the shares held by them, respectively, and if we are wound up and the assets available for distribution among the members as such are insufficient to repay the whole of the paid-up capital, these assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them, respectively.

If we are wound up, the liquidator may, with the sanction of our special resolution and any other sanction required by the Companies Law, divide among our members in specie or in kind the whole or any part of our assets (whether they consist of property of the same kind or not) and may, for such purpose, set the value that it deems fair upon any property to be divided and may determine how the division is to be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, thinks fit, but so that no member will be compelled to accept any assets, shares or other securities upon which there is a liability.

Modification of Rights

Except with respect to share capital (as described above) and the location of the registered office, alterations to our memorandum and articles of association may only be made by special resolution.

Subject to the Companies Law, all or any of the special rights attached to shares of any class (unless otherwise provided for by the terms of issue of the shares of that class) may be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of our articles of association relating to general meetings shall apply mutatis mutandis to every such separate general meeting, but so that the quorum for the purposes of any such separate general meeting other than an adjourned meeting will be two persons together holding (or represented by proxy) on the date of the relevant meeting not less than one-third in nominal value of the issued shares of that class. Every holder of ordinary shares of the class will be entitled on a poll to one vote for every such share held by such holder and any holder of shares of that class present in person or by proxy or (being a corporation) by an authorized representative may demand a poll. At an adjourned meeting of such holders, two holders present in person or by proxy (whatever the number of shares held by them) shall be a quorum.

The special rights conferred upon the holders of any class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with such class of shares.

Shareholders meetings

We must hold an annual general meeting every year within 15 months after the holding of the last preceding annual general meeting or, if it is the year that we adopted our articles of association, not more than 18 months after the date of adoption of our articles, at such time and place as may be determined by our board of directors. Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting.

Our board may whenever it thinks fit call extraordinary general meetings. Any one or more shareholders holding, at the date of deposit of the requisition, not less than one-tenth of our paid up capital carrying the right of voting at general meetings shall at all times have the right, by written requisition to the board or our company secretary, to require an extraordinary general meeting to be called by the board for the transaction of any business specified in such requisition; and such meeting shall be held within two months after the deposit of such requisition. If within 21 days of such deposit our board fails to proceed to convene such meeting, then the requisitioning shareholder(s) may themselves do so in the same manner, and all reasonable expenses incurred by such requisitioning shareholders as a result of the failure of the board shall be reimbursed to the requisitioning shareholders by us.

An annual general meeting and any extraordinary general meeting called for the passing of a special resolution must be called by not less than 21 clear days' notice in writing and any other extraordinary general meeting must be called by not less than 14 clear days' notice in writing. Notice of every general meeting will be given to all our shareholders other than those who, under the provisions of our articles of association or the terms of issue of the shares they hold, are not entitled to receive such notices from us, and also to our auditors for the time being.

Notwithstanding that a meeting is called by shorter notice than that mentioned above, it will be deemed to have been duly called if it is so agreed in the case of a meeting called as an annual general meeting by all our members entitled to attend and vote at the meeting, or in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving that right.

An ordinary resolution is defined in our articles to mean a resolution passed by a simple majority of the votes of members who are entitled to vote in person or, in the case of corporations, by their duly authorized representatives or, where proxies are allowed, by proxy at a general meeting held in accordance with our articles of association. Pursuant to our articles of association, a special resolution must be passed by a majority of not less than three-fourths of the votes cast by members who are entitled to vote in person or, in the case of such members as are corporations, by their duly authorized representatives or, where proxies are allowed, by proxy at a general meeting of which not less than 21 clear days' notice, specifying the intention to propose the resolution as a special

resolution, has been duly given. Provided that, except in the case of an annual general meeting, if it is so agreed by a majority of the members having a right to attend and vote at such meeting, being a majority together holding not less than 95% in nominal value of the shares giving that right and, in the case of an annual general meeting, if so agreed by all our members entitled to attend and vote at that meeting, a resolution may be proposed and passed as a special resolution at a meeting of which less than 21 clear days' notice has been given.

A copy of any special resolution must be forwarded to the Registrar of Companies in the Cayman Islands within 15 days of being passed.

No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present at the commencement of business, but the absence of a quorum shall not preclude the appointment of a chairman, which will not be treated as part of the business of the meeting.

Two of our members present in person or by proxy will be a quorum.

A corporation being a member will be deemed for the purpose of our articles of association to be present in person if represented by its duly authorized representative, being the person appointed by resolution of the directors or other governing body of that corporation to act as its representative at the relevant general meeting or at any relevant general meeting of any class of our members. A duly authorized representative will be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were our individual member.

The quorum for a separate general meeting of the holders of a separate class of our shares is described in “—Modification of Rights” above.

Rights to Own Shares

There are no restrictions imposed by Cayman Islands law or our articles of association on the rights to own our shares.

C. Material Contracts

The following material contracts (being contracts not entered into in the ordinary course of business) have been entered into by us or our subsidiaries within the two years preceding the filing date of this annual report on Form 20-F:

- (a) Tower Transfer Agreement dated March 18, 2008 between HCPT and Protelindo, as described in “Item 4. Information on the Company – A. Business Overview – Group Overview” and “Item 4. Information on the Company – A. Business Overview – Operating companies review – Indonesia – Spectrum and mobile telecommunications networks.”
- (b) Master Lease Agreement dated March 18, 2008 between HCPT and Protelindo, as described in “Item 4. Information on the Company – A. Business Overview – Group Overview” and “Item 4. Information on the Company – A. Business Overview – Operating companies review – Indonesia – Spectrum and mobile telecommunications networks.”
- (c) Amended and Restated Shareholder Agreement dated April 9, 2009, among HCPT, PT Asia Mobile and CAC Holdings (Netherlands) B.V., as described in “Item 4. Information on the Company – A. Business Overview – Operating companies review – Indonesia – Ownership.”
- (d) Amended and Restated Senior Secured Revolving Credit/Term Loan Facility Agreement dated May 15, 2008 and amended and restated on April 17, 2009, among our company, Hutchison Telephone HK, and certain subsidiaries of Hutchison Whampoa, as described in “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with Hutchison Whampoa and its subsidiaries – Credit Facility.”
- (e) Amendment Agreement to Non-Competition Agreement dated April 17, 2009 between Hutchison Whampoa and our company, as described in “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with Hutchison Whampoa and its subsidiaries – Non-competition agreements.”

- (e) Non-Competition Agreement dated April 17, 2009 between our company and HTHKH, as described in “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with Hutchison Whampoa and its subsidiaries – Non-competition agreements.”
- (f) Master Agreement dated April 17, 2009 between our company and HTHKH, as described in “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with Hutchison Whampoa and its subsidiaries – Master Agreement.”
- (g) Agreement dated April 17, 2009 between our company and Hutchison Whampoa, pursuant to which the HK Pass Through Agreement was terminated, as described in “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with Hutchison Whampoa and its subsidiaries – Shareholders’ agreements.”
- (h) Supplemental Agreement to the 2004 IPR Framework Agreement dated April 17, 2009 between our company and Hutchison Telecommunications International Limited, as described in “Item 7. Major Shareholders and Related Party Transactions – Related Party Transactions – Related party transactions with Hutchison Whampoa and its subsidiaries – Intellectual property.”

D. Exchange Controls

There are no exchange control regulations or currency restrictions in the Cayman Islands. No foreign exchange controls exist in Hong Kong and there is free flow of capital into and out of Hong Kong.

E. Taxation

The following discussion of the material Cayman Islands and Hong Kong tax and U.S. federal income tax consequences to which a holder of our ADSs or ordinary shares may be subject is based upon laws and relevant interpretations thereof currently in effect, all of which are subject to change. This discussion does not address all possible tax considerations that may be relevant to a decision to purchase, hold or sell our ADSs or ordinary shares, such as the tax consequences under U.S. state and local and other tax laws.

Cayman Islands

The Cayman Islands currently do not levy taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. You will not be subject to Cayman Islands taxation on payments of dividends or upon the repurchase by us of your ordinary shares or ADSs. In addition, you will not be subject to withholding tax on payments of dividends or distributions, including upon a return of capital, nor will gains derived from the disposal of ordinary shares or ADSs be subject to Cayman Islands income or corporation tax.

No Cayman Islands stamp duty will be payable by you in respect of the issue or transfer of ordinary shares or ADSs. The Cayman Islands are not party to any double taxation treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

We have, pursuant to Section 6 of the Tax Concessions Law (1999 Revision) of the Cayman Islands, obtained an undertaking from the Governor-in-Council that:

- no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciation shall apply to us or our operations; and
- the aforesaid tax or any tax in the nature of estate duty or inheritance tax shall not be payable on our ordinary shares, debentures or other obligations.

The undertaking that we have obtained is for a period of twenty years from March 23, 2004.

Hong Kong

The following summary of certain relevant taxation provisions under Hong Kong law is based on current law and practice, is subject to changes therein and does not constitute legal or tax advice to you. The discussion does not deal with all possible tax consequences relating to purchasing, holding or selling our ADSs or ordinary shares. Accordingly, holders or prospective purchasers (particularly those subject to special tax rules, such as banks, dealers, insurance companies, tax-exempt entities and holders of 10% or more of our voting share capital) should consult their own tax advisers regarding the tax consequences of purchasing, holding or selling our ADSs and ordinary shares. There is no comprehensive double tax agreement in effect between Hong Kong and the United States.

Tax on Dividends

Under the current Hong Kong laws, no withholding tax is levied on dividends paid by us.

Profits Tax

No profits tax is imposed in Hong Kong in respect of capital gains from the sale of the ADSs and ordinary shares.

Revenue gains from the sale of ADSs or ordinary shares by persons carrying on a trade, profession or business in Hong Kong where the gains are derived from or arise in Hong Kong from the trade, profession or business will be chargeable to Hong Kong profits tax, which is currently imposed at the rate of 16.5% on corporations and at a maximum rate of 15% on individuals and unincorporated businesses.

Revenue gains from sales of the ordinary shares effected on the SEHK will be considered to be derived from or arise in Hong Kong and hence subject to Hong Kong profits tax in the hands of persons carrying on a trade, profession or business in Hong Kong.

Gains arising from the sale of ADSs, where the purchases and sales of ADSs are effected outside of Hong Kong e.g. on the NYSE, should not be subject to Hong Kong profits tax.

Stamp Duty

The sale, purchase and transfer of ordinary shares on the Hong Kong branch register are subject to Hong Kong stamp duty. The current rate charged on each of the purchaser and the seller is 0.1% of the consideration or, if greater, the fair value of the ordinary shares being sold or transferred. In addition, a fixed duty of HK\$5 is currently payable on any instrument of transfer of ordinary shares. The withdrawal of ordinary shares upon the surrender of ADSs, and the deposit of ordinary shares with the depositary for the issuance of ADSs may be subject to Hong Kong stamp duty at the rate described above for sale and purchase transactions, unless the withdrawal or deposit does not result in a change in the beneficial ownership of the ordinary shares under Hong Kong law. The issuance of the ADSs upon the deposit of ordinary shares issued directly to the depositary or for the account of the depositary should not lead to a Hong Kong stamp duty liability. No Hong Kong stamp duty should be payable upon the transfer of ADSs registered outside Hong Kong.

United States Federal Income Taxation

U.S. Holders

This summary describes certain material U.S. federal income tax consequences for a U.S. Holder (as defined below) of acquiring, owning and disposing of the ADSs or ordinary shares. This summary applies only to U.S. Holders that will hold the ADSs or ordinary shares as capital assets for tax purposes. This summary does not apply to a U.S. Holder subject to special rules, such as:

- a dealer in securities or currencies;

- a trader in securities that elects to use a mark-to-market method of accounting for securities holdings;
- a bank;
- a life-insurance company;
- a tax-exempt organization;
- regulated investment companies;
- real estate investment trusts;
- a person subject to the alternative minimum tax;
- U.S. expatriates;
- a person that holds ADSs or ordinary shares as part of a hedge, straddle or conversion transaction for tax purposes;
- a person whose functional currency for tax purposes is not the U.S. dollar; or
- a person that owns or is deemed to own 10% or more of any class of our stock.

This summary is based on the United States Internal Revenue Code of 1986, as amended, or the Code, its legislative history, existing and proposed regulations promulgated thereunder, published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly on a retroactive basis.

Accordingly, holders and prospective purchasers should consult their own tax advisers concerning the U.S. federal, state, local and other national tax consequences of purchasing, owning and disposing of ADSs or ordinary shares in light of their particular circumstances.

For purposes of this summary, a “U.S. Holder” is a beneficial owner of an ordinary share or ADS that is:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all substantial decisions of the trust.

If a partnership or other pass-through entity is a beneficial owner of ADSs, the tax treatment of a partner or other owner will generally depend upon the status of the partner or other owner and the activities of the entity. If you are a partner or other owner of a partnership or other pass-through entity that acquires ADSs, you should consult your tax advisor regarding the tax consequences of acquiring, owning, and disposing of ADSs.

For U.S. tax consequences to a holder that is not a U.S. person for U.S. federal income tax purposes, or a non- U.S. Holder, see the discussion below under “—Non-U.S. Holders.”

Holders of ADSs will be treated for U.S. federal income tax purposes as holding the ordinary shares represented by the ADSs. No gain or loss will be recognized upon the exchange of ordinary shares for ADSs or an exchange of ADSs for ordinary shares. References below to ordinary shares should be understood to refer as appropriate to ordinary shares that are held directly, as well as those ordinary shares the ownership of which is represented by ADSs.

Distributions

Subject to the discussion of the PFIC rules below, distributions paid with respect to the ordinary shares to the extent of our current and accumulated earnings and profits as determined under U.S. federal income tax principles, or Taxable Dividends, will be taxed as ordinary income at the time of the receipt of such amounts by the U.S. Holder. Taxable Dividends will be foreign source income and will not be eligible for the dividends-received deduction available to domestic corporations. To the extent amounts paid as distributions on ordinary shares exceed our current and accumulated earnings and profits, these amounts will not be Taxable Dividends but instead will be treated first as a tax-free return of capital reducing the U.S. Holder's basis in the ordinary shares until such basis is reduced to zero, and then as gain from the sale of the U.S. Holder's ordinary shares. This reduction in a U.S. Holder's basis in the ordinary shares would increase any capital gain, or reduce any capital loss, realized by the U.S. Holder upon the subsequent sale, redemption or other taxable disposition of the ordinary shares. However, we do not maintain calculations of our earnings and profits in accordance with U.S. federal income tax principles, and you should therefore assume that any distribution by us with respect to the ADSs will constitute ordinary dividend income. For taxable years beginning after December 31, 2002 and before January 1, 2011 (provided that certain holding period requirements are met and subject to other conditions and limitations), dividends received by U.S. Holders that are individuals generally will be taxed at the preferential tax rates applicable to long-term capital gains.

The gross amount of distributions paid in Hong Kong dollars, if any distributions are paid in Hong Kong dollars or any successor or foreign currency, will be included by you in income in a dollar amount calculated by reference to the exchange rate in effect on the day the distributions are paid regardless of whether the payment is in fact converted into U.S. dollars. If the Hong Kong dollars, or any successor currency, are converted into U.S. dollars on the date of the payment, you should not be required to recognize any foreign currency gain or loss with respect to the receipt of Hong Kong dollars as distributions. If, instead, the Hong Kong dollars are converted at a later date, any currency gains or losses resulting from the conversion of the Hong Kong dollars will be treated as U.S. source ordinary income or loss.

Taxable Dispositions

Subject to the discussion of the PFIC rules below, upon a sale, exchange, or other taxable disposition of ordinary shares, a U.S. Holder will generally recognize gain or loss for federal income tax purposes in an amount equal to the difference between (1) the sum of the amount of cash and the fair market value of any property received and (2) the U.S. Holder's tax basis in the ordinary shares that are disposed of. Such gain or loss generally will be long-term capital gain or loss if the U.S. Holder has held the ordinary shares for more than one year. Net long-term capital gain recognized by an individual U.S. Holder is generally subject to taxation at lower rates than short-term capital gain or ordinary income. The deductibility of capital losses is subject to limitations. Any gain generally will be treated as U.S. source income.

Passive Foreign Investment Company Considerations

Special U.S. federal income tax rules apply to U.S. persons owning stock of a PFIC. A foreign corporation will be considered a PFIC for any taxable year in which (i) 75% or more of its gross income is passive income, or (ii) 50% or more of the average value (or, if elected, the adjusted tax basis) of its assets are considered "passive assets" (generally, assets that generate passive income).

Based on our audited financial statements and relevant market and shareholder data, we believe that we were not a PFIC for U.S. federal income tax purposes with respect to our 2008 taxable year. However, we had large amounts of cash and other passive assets in 2008 as the result of our disposition of CGP Investments Holdings to Vodafone in 2007, and therefore it is possible that we would need to rely on the special relief provided by the Code for companies that temporarily hold substantial passive assets as a result of the disposition of an active trade or business, or the change of business exception, under Section 1298(b)(3) of the Code.

We have received a private letter ruling from the U.S. Internal Revenue Service confirming that our disposition of CGP Investments Holdings to Vodafone qualifies as the disposition of one or more “active trades or businesses” within the meaning of the change of business exception. Notwithstanding such ruling, in order to qualify for the change of business exception in 2008, we must satisfy the following conditions: (1) we must have never previously been a PFIC, (2) “substantially all” of our passive income for 2008 must be attributable to proceeds from the disposition of one or more “active trade businesses” (as these terms are used and interpreted under the Code), and (3) we must not be a PFIC for either of 2009 and 2010. We believe that all of these conditions are, or (in case of the third one) will be, satisfied. In particular, based on our current expectations regarding the value and nature of our assets, the sources and nature of our income, and relevant market and shareholder data, we do not anticipate becoming a PFIC for 2009 or 2010. Nonetheless, we can make no assurances that we will not be a PFIC in 2009 or 2010, and if we are found to be a PFIC for 2009 or 2010, we would be retroactively ineligible for the change of business exception with respect to 2008. We will not know and will not be able to inform you of such determination until 2010 or 2011.

If we were classified as a PFIC for any taxable year during which a U.S. Holder holds its shares, such U.S. Holder would be subject to increased tax liability (possibly including an interest charge) upon the sale or other disposition of shares or upon the receipt of certain distributions treated as “excess distributions,” unless such U.S. Holder elected to be taxed currently (as discussed below) on its pro rata portion of our income, regardless of whether such income was actually distributed. An excess distribution generally is any distribution to a U.S. Holder with respect to our shares during a single taxable year that is greater than 125% of the average annual distributions received by the U.S. Holder with respect to our shares during the three preceding taxable years or, if shorter, during the U.S. Holder’s holding period for the shares.

Since our shares are regularly traded on a registered national securities exchange, they would constitute “marketable stock” for purposes of the PFIC rules, and a U.S. Holder would not be subject to the foregoing PFIC rules if such U.S. Holder made a mark-to-market election. After making such an election, the U.S. Holder generally would include as ordinary income each year the excess, if any, of the fair market value of our shares at the end of the taxable year over the U.S. Holder’s adjusted basis in such shares. These amounts of ordinary income would not be eligible for the favorable tax rates applicable to qualified dividend income or long-term capital gains. The U.S. Holder also would be allowed to take an ordinary loss in respect of the excess, if any, of the adjusted basis of the our shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of income that was previously included as a result of the mark-to-market election). The U.S. Holder’s tax basis in our shares would be adjusted to reflect any income or loss amounts resulting from a mark-to-market election. If made, a mark-to-market election would be effective for the taxable year for which the election was made and for all subsequent taxable years unless the shares ceased to qualify as “marketable stock” for purposes of the PFIC rules or the IRS consented to the revocation of the election. In the event that we are classified as a PFIC, U.S. Holders are urged to consult their tax advisors regarding the availability of the mark-to-market election, and whether the election would be advisable in their particular circumstances.

The PFIC tax rules outlined above would not apply to a U.S. Holder that elected to have us treated as a “qualified electing fund,” or QEF. However, U.S. Holders should consult their tax advisors as to the availability and consequences of such an election. In particular, an election to treat an issuer as a QEF will not be available if the issuer does not provide the information necessary to make such an election. We will not provide U.S. Holders with the information necessary to make a QEF election. Special rules apply for calculating the amount of the foreign tax credit with respect to excess distributions by a PFIC or, in certain cases, QEF inclusions.

Notwithstanding any election made with respect to our shares, dividends received with respect to our shares would not constitute “qualified dividend income” to a U.S. Holder if we are a PFIC in either the year of the distribution or the preceding taxable year. Dividends that do not constitute qualified dividend income are not eligible for taxation at the reduced tax rate discussed above in “—Distributions.” Instead, such dividends would be subject to tax at ordinary income rates. A U.S. Holder that owns our shares during any year in which we are a PFIC must also file IRS Form 8621.

U.S. Holders are urged to consult their tax advisors concerning the U.S. federal income tax consequences of holding our shares if we are considered a PFIC in any taxable year.

Non-U.S. Holders

Any dividends received on ordinary shares and any gain realized on sale or exchange of ordinary shares by a non-U.S. Holder generally will be exempt from U.S. federal income tax, including withholding tax. However, to receive this exemption a non-U.S. Holder may be required to satisfy certain certification requirements of the U.S. Internal Revenue Service to establish that it is not a U.S. person. See “—Information Reporting and Backup Withholding” below.

A non-U.S. Holder may be subject to U.S. federal income taxes on any dividends received on ordinary shares and on any gain realized on the sale or exchange of ordinary shares if it has an office, fixed place of business or a tax home in the United States or certain other conditions exist.

Information Reporting and Backup Withholding

Dividends on ordinary shares, and payments of the proceeds of a sale of ordinary shares, paid within the United States or through certain U.S. related financial intermediaries, are subject to information reporting and may be subject to backup withholding unless the holder (1) is a corporation or other exempt recipient or (2) provides a taxpayer identification number and certifies that no loss of exemption from backup withholding has occurred. Non-U.S. Holders generally are not subject to information reporting or backup withholding. However, such a non-U.S. Holder may be required to provide a certification as to its non-U.S. status in connection with payments received within the United States or through certain U.S. related financial intermediaries.

F. Dividends and Paying Agents

Not Applicable.

G. Statement by Experts

Not Applicable.

H. Documents on Display

We file reports, including annual reports on Form 20-F, and other information with the SEC pursuant to the rules and regulations of the SEC that apply to foreign private issuers.

You may read and copy any materials that we filed or furnished, or will file with or furnish to, the SEC at its public reference room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Any filings that we make electronically will be available to the public at www.sec.gov.

None of the documents on our website are incorporated by reference in this annual report.

I. Subsidiary Information

Not Applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk from changes in interest rates and currency exchange rates. Interest rate risk exists with respect to our financial assets and liabilities bearing interest at floating rates. Interest rate risk also exists with respect to the fair value of fixed rate financial assets and liabilities. Exchange rate risk exists with respect to our financial assets and liabilities denominated in currencies other than an entity’s functional currency. We are also subject to exchange rate risks with respect to our operations and investments outside Hong Kong. See note 4 to our financial statements.

We manage these risks through a variety of methods, including the use of a number of derivative financial instruments such as cross currency and interest rate swap contracts, as well as forward foreign exchange contracts. All transactions in derivative financial instruments are undertaken for risk management purposes only. No instruments are held by us for speculative purposes.

We are also exposed to counter party and investment risks in respect of our surplus funds. We manage these risks by placing deposits with banks having a minimum credit rating of AA-/Aa3, unless our board of directors has specifically authorized deposits in a lower-rated bank, principally in short duration money market deposits primarily in U.S. dollars. Risk on these deposits is managed under concentration limits that take account of banks' current short and medium term credit-rating profile.

This section contains "forward-looking statements" as described in "Forward-Looking Statements."

Foreign currency exposure

As at December 31, 2007 and 2008, we had approximately HK\$36,404 million (US\$4,668 million) and HK\$2,109 million (US\$272 million), respectively, in cash, short-term investments and marketable securities denominated in currencies other than Hong Kong dollars. These foreign currency denominated financial assets principally included HK\$36,011 million (US\$4,618 million) denominated in U.S. dollars as at December 31, 2007, compared to HK\$1,602 million (US\$207 million) denominated in U.S. dollars as at December 31, 2008.

The following table sets out our borrowings by currency as a percentage of total borrowings:

| <u>Currency</u> | <u>As at December 31,</u> | |
|---------------------|---------------------------|--------------|
| | <u>2007</u> | <u>2008</u> |
| | % | |
| Hong Kong dollars | 37.6 | 47.4 |
| New Israeli Shekels | 37.2 | 40.7 |
| Thai Baht | 2.8 | 2.7 |
| U.S. dollars | 22.4 | 9.2 |
| Total | 100.0 | 100.0 |

We operate internationally and are exposed to foreign exchange risk arising from various currency exposures, primarily those related to borrowings, accounts payable and surplus funds held as bank deposits, primarily denominated in U.S. dollars. Foreign exchange risk arises when future commercial transactions or recognized assets and liabilities are denominated in a currency other than an entity's functional currency.

For overseas subsidiaries and associates and other investments, which consist of non-HK dollar and non-U.S. dollar assets, we generally endeavor to establish a natural hedge with an appropriate level of borrowings in those same currencies. For overseas businesses that are in the development phase, or where borrowings in the local currency are not attractive, we might not borrow in the local currency and may instead monitor the development of the businesses' cash flow and the debt markets and, when appropriate, would expect to refinance these businesses with local currency borrowings.

Exposure to movements in exchange rates on individual transactions directly related to the underlying businesses is minimized using forward foreign exchange contracts and currency swaps where active markets for the relevant currencies exist. We may use derivative instruments to manage or adjust our exposures.

Interest rate exposure

Our main interest risk exposures relate to our borrowings. We manage our interest rate exposure of our borrowings with a focus on reducing our overall cost of debt. When considered appropriate, we use interest rate swaps to manage our interest rate exposure. The swap agreements require the periodic exchange of payments without the exchange of the notional principal amount on which the payments are based. Interest expense on the hedged debts is adjusted to include the payments made or received under the interest rate swaps.

Partner entered into derivative transactions in order to protect itself against increases in the Israeli CPI, in respect of Israeli CPI-linked notes issued by it. See note 18 to our financial statements.

Our financial assets and liabilities as at December 31, 2007 and 2008 consisted mainly of non-derivative assets and liabilities, which were presented at their fair values. The fair values of our borrowings approximate their fair values since they bear interest at rates close to the prevailing market rates.

The following tables summarize the carrying amounts, fair values, principal cash flows by maturity date and weighted average interest rates of our short-term and long-term liabilities and derivative financial liabilities as at December 31, 2008 that are sensitive to exchange rates or interest rates. Data presented below includes bank loans, other third-party borrowings, cross currency swaps and forward foreign exchange contracts:

| | December 31, 2008 Maturities | | | | December 31, 2008 | |
|--------------------------------------|------------------------------|--------------|--------------|------------|-------------------|---------------|
| | 2009 | 2010 | 2011 | 2012 | Total | Fair Value |
| (HK\$ in millions except rates) | | | | | | |
| Local currency: | | | | | | |
| Hong Kong dollars: | | | | | | |
| Variable rate | 5,215 | — | — | — | 5,215 | 5,215 |
| Average weighted rate ⁽¹⁾ | 2.70% | — | — | — | 2.70% | 2.70% |
| Sub-total | <u>5,215</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>5,215</u> | <u>5,215</u> |
| Foreign currency: | | | | | | |
| Thai Baht: | | | | | | |
| Variable rate | 301 | — | — | — | 301 | 301 |
| Average weighted rate ⁽¹⁾ | 3.96% | — | — | — | 3.96% | 3.96% |
| Sub-total | <u>301</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>301</u> | <u>301</u> |
| New Israeli Shekels: | | | | | | |
| Fixed rate | 5 | 5 | 5 | — | 15 | 15 |
| Average weighted rate ⁽¹⁾ | 4.25% | 4.25% | 4.25% | — | 4.25% | 4.25% |
| Variable rate | 1,138 | 1,473 | 1,477 | 369 | 4,457 | 4,462 |
| Average weighted rate ⁽¹⁾ | 8.46% | 8.65% | 8.65% | 8.65% | 8.60% | 8.60% |
| Sub-total | <u>1,143</u> | <u>1,478</u> | <u>1,482</u> | <u>369</u> | <u>4,472</u> | <u>4,477</u> |
| U.S. dollars: | | | | | | |
| Fixed rate | 7 | — | — | — | 7 | 7 |
| Average weighted rate ⁽¹⁾ | 7.25% | — | — | — | 7.25% | 7.25% |
| Variable rate | 986 | 19 | — | — | 1,005 | 1,005 |
| Average weighted rate ⁽¹⁾ | 5.83% | 4.27% | — | — | 5.80% | 5.80% |
| Sub-total | <u>993</u> | <u>19</u> | <u>—</u> | <u>—</u> | <u>1,012</u> | <u>1,012</u> |
| Total | <u>7,652</u> | <u>1,497</u> | <u>1,482</u> | <u>369</u> | <u>11,000</u> | <u>11,005</u> |

(1) Weighted average rates of the portfolio at the year end.

| | December 31, 2008 Maturities | | | | December 31, 2008 | |
|--------------------------------------------|------------------------------|---------|------|------|-------------------|------------|
| | 2009 | 2010 | 2011 | 2012 | Total | Fair Value |
| (HK\$ in millions except rates) | | | | | | |
| Cross currency swaps: | | | | | | |
| Receive US\$ fixed/Pay THB variable | 39 | 20 | — | — | 59 | (12) |
| Contract amount | 59 | 20 | — | — | 59 | (12) |
| Average pay rate | THBFIX | THBFIX | — | — | N/A | N/A |
| | +0.30% | +0.30% | | | | |
| Average receive rate | LIBOR | LIBOR | — | — | N/A | N/A |
| | +0.125% | +0.125% | | | | |
| Forward foreign exchange contracts: | | | | | | |
| Receive US\$/Pay NIS | | | | | | |
| Contract amount | 195 | — | — | — | 195 | (2) |
| Average contractual exchange rate | 3.839 | — | — | — | N/A | N/A |

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not Applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATION TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the Sarbanes-Oxley Act, our management, including our chief executive officer and chief financial officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2008. "Disclosure controls and procedures" are defined under the Exchange Act as controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within required time periods. These controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the management of a company, including its principal executive and financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Our chief executive officer and chief financial officer have concluded that as of December 31, 2008, our disclosure controls and procedures were effective in providing reasonable assurance that the objectives of the disclosure controls and procedures are met.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable, not absolute, assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Report on Internal Control over Financial Reporting

Under the Exchange Act, our management, with the participation of our chief executive officer and chief financial officer, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act, and for performing an assessment of the effectiveness of internal control over financial reporting as of December 31, 2008. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles.

Our system of internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting might not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls might become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures might deteriorate.

Our management has performed an assessment of the effectiveness of our internal control over financial reporting as of December 31, 2008 based upon criteria in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on its assessment using those criteria, our management has concluded that, as of December 31, 2008, our internal control over financial reporting was effective. As of the date of this annual report, management is not aware of any instances of material weaknesses.

PricewaterhouseCoopers, an independent registered public accounting firm, has issued an attestation report on the effectiveness of our internal control over financial reporting as of December 31, 2008, which report appears at page F-2.

Changes in Internal Control over Financial Reporting

During the period covered by this annual report, no change has occurred in our internal controls over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

ITEM 16. RESERVED

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Board of Directors has determined that Messrs. Kevin Westley, Kwan Kai Cheong and John Stanton are each an “audit committee financial expert” within the meaning of Item 16A of this annual report. Messrs. Westley, Kwan and Stanton are each independent as defined in the applicable listing standards of the NYSE for foreign private issuers and in the rules of the SEC.

ITEM 16B. CODE OF ETHICS

Our board of directors has adopted a Code of Ethics that applies to all of our directors, officers and employees, including our chief executive officer, chief financial officer and principal accounting officer. A copy of the Code of Ethics is attached as Exhibit 11 to this annual report on Form 20-F and is available from the Corporate Governance section of our website at www.htil.com.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

PricewaterhouseCoopers is our principal accountant.

Our audit and non-audit services approval policy was approved by our audit committee on July 29, 2005 and amended on December 12, 2006. Under the policy, services proposed to be performed by our independent auditors may be pre-approved if they fall within the scope of services that are permitted to be pre-approved under the policy and the fees for these services fall within the applicable limits set forth in the policy. The fees for pre-approved audit services are prescribed by the audit committee on an annual basis. The fees for pre-approved non-audit services must, for each engagement, be less than the limit prescribed by the policy for individual engagements and must, in the aggregate, be less than 5% of the maximum amount prescribed by the audit committee for audit service fees. If any proposed service exceeds the pre-approved fee levels, or if management requires any service from the independent auditors that is not covered by the policy, then the service must be specifically considered and approved by our audit committee before the independent auditor may be engaged to provide the service. The total fees for all services are to be presented annually to the audit committee for final approval. None of the engagements of PricewaterhouseCoopers to provide the audit and non-audit services described below were approved by our audit committee pursuant to paragraph (c)(7)(i)(C) of Rule 2-01 of Regulation S-X.

PricewaterhouseCoopers billed us for the following services in 2007 and 2008.

| <u>Nature of the service</u> | <u>2007</u> <u>(HK\$ millions)</u> | <u>2008</u> <u>(HK\$ millions)</u> |
|------------------------------|---------------------------------------|---------------------------------------|
| Audit fees | 83 | 50 |
| Audit-related fees | 2 | 1 |
| Tax fees | 2 | — |
| All other fees | — | — |
| Total | 87 | 51 |

Audit fees

Audit fees are the aggregate fees billed by our principal accountant for professional services rendered in connection with the audits of our annual financial statements, the report on the effectiveness of internal control over financial reporting, and the performance of other procedures required to be performed for the principal accountant to form an opinion on our financial statements. Other procedures include information systems and procedural reviews and testing performed in order to understand and rely on the internal control systems and consultations relating to the audit and interim review.

Audit-related fees

Audit-related fees are the aggregate fees billed by our principal accountant for advisory services fees and generally include support for the interpretation and implementation of new accounting and reporting standards. They also include the reports for compliance with telecommunications regulations and debt obligations.

Tax fees

Tax fees are the aggregate fees billed by our principal accountant for tax compliance, tax advice and tax planning services on domestic and international taxation matters.

All other fees

We did not pay any other fees to PricewaterhouseCoopers.

ITEM 16D. EXEMPTION FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

Our ordinary shares are listed on Main Board of the SEHK and our ADSs are listed on the NYSE. As a foreign private issuer, we are permitted to follow the corporate governance practices in our home country. Our corporate governance practices are governed by the Code on Corporate Governance Practices, or the Code, of the SEHK Listing Rules and our corporate governance practices differ in certain respects from the corporate governance standards for U.S. domestic issuers whose securities are listed on the NYSE, or the NYSE Standards contained in the Listed Company Manual of the NYSE, or the NYSE Listed Company Manual.

The table below briefly describes the significant differences between our practices and the NYSE Standards.

**NYSE Standards and Relevant Section of
NYSE Listed Company Manual**

303A.01 - A listed company must have a majority of independent directors.

303A.03 - The non-management directors of a listed company must meet at regularly scheduled executive sessions without management and independent directors should meet at a scheduled executive session without management at least once per year.

303A.04 - A listed company must have a nominating/corporate governance committee composed entirely of independent directors, with a written charter that covers certain minimum specified duties.

303A.05 - A listed company must have a compensation committee composed entirely of independent directors, with a written charter that covers certain minimum specified duties.

303A.06 and 303A.07 - A listed company must have an audit committee with a minimum of three members; all audit committee members must be independent directors who satisfy the independence requirements of Rule 10A-3 under the Exchange Act. The audit committee must have a written charter that covers certain minimum specified duties.

303A.09 - A listed company must adopt and disclose corporate governance guidelines that cover certain minimum specified subjects.

303A.12 - Each listed company CEO must certify to the NYSE each year that he or she is not aware of any violation by the company of NYSE corporate governance listing standards.

Our Corporate Governance Practices

Under the Code, listed companies must have at least three independent non-executive directors.

Currently, out of a total of nine directors, the board of directors includes three non-executive directors who are independent within the meaning of the SEHK Listing Rules. These three independent non-executive directors are also independent within the meaning of the applicable standards established by the NYSE for foreign private issuers and by the SEC.

The Code does not require non-management directors or independent directors of listed companies to meet without management, although non-executive directors are required to meet with the chairman of the board alone. The non-executive directors held three meetings in 2008 as a group with the Chairman of the board of directors, who is a non-executive director, without any executive directors present.

We do not have a nominating/corporate governance committee, as such a committee is not required by the Code. The board selects and recommends candidates for directorship having regard to the balance of skills and experience appropriate to our business.

Our Remuneration Committee, which is of a similar nature to a compensation committee, is composed of three directors — the Chairman of the board of directors, who is a non-executive director, and two independent non-executive directors, which complies with the requirements of the Code. The terms of reference of the Remuneration Committee are available on our website at www.htil.com under the Corporate Governance section; such terms are not, however, incorporated by reference in this report.

Our Audit Committee is composed of three Independent non-executive directors. All three directors are independent within the meaning of the SEHK Listing Rules. These three directors are also independent within the meaning of the applicable standards established by the NYSE for foreign private issuers and by Rule 10A-3 under the Exchange Act. The terms of reference of the Audit Committee are available on our website.

Under the SEHK Listing Rules, each listed company is required to include in its annual report to shareholders a narrative statement of how it has applied the principles under the Code, a statement as to whether or not it has complied with the Code, and details of any deviation from the Code during the financial year (including considered reasons for such deviations). During the year ended December 31, 2008, we complied fully with the Code.

As a foreign private issuer, we are not required to submit the certification specified under Section 303A.12(a). However, we are required to submit annual and interim written affirmations of compliance with applicable NYSE Standards, similar to the affirmations required of NYSE-

listed U.S. domestic issuers.

PART III

ITEM 17. FINANCIAL STATEMENTS

Our financial statements have been prepared in accordance with Item 18 hereof.

ITEM 18. FINANCIAL STATEMENTS

See pages F-1 through F-74.

ITEM 19. EXHIBITS

Pursuant to the rules and regulations of the SEC, we have filed certain agreements as exhibits to this annual report on Form 20-F. These agreements may contain representations and warranties by the parties. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosure, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe our actual state of affairs at the date hereof and should not be relied upon.

EXHIBITS INDEX

| <u>Exhibit Number</u> | <u>Description of Exhibit</u> |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1† | Amended and Restated Memorandum of Association, dated September 3, 2004 |
| 1.2* | Articles of Association, dated September 3, 2004, as amended on May 5, 2005 and May 8, 2007 |
| 2.1†† | Form of Indenture between Partner Communications Company Ltd. and the Trust Company of Union Bank Ltd. |
| 4.1††† | Form of Deposit Agreement among Hutchison Telecommunications International Limited, Citibank, N.A., as depositary, and Holders and Beneficial Holders from time to time of American Depositary Shares evidenced by American Depositary Receipts issued thereunder, including the form of American Depositary Receipt |
| 4.2† | IPR Framework Agreement dated September 24, 2004 between Hutchison International Limited and Hutchison Telecommunications International Limited |
| 4.3† | Registration Rights Agreement dated September 24, 2004 among Hutchison Telecommunications Investment Holdings Limited, Cheung Kong (Holdings) Limited and Hutchison Telecommunications International Limited |

- 4.4† Counter-Indemnity Agreement dated September 24, 2004 between Hutchison Whampoa Limited and Hutchison Telecommunications International Limited
- 4.5* Share Option Scheme dated September 17, 2004 of Hutchison Telecommunications International Limited and its group members, as amended on July 12, 2005, February 9, 2006 and May 8, 2007
- 4.6* Form of service agreement for management
- 4.7* Form of appointment letter for non-executive directors
- 4.8* Side letter dated April 26, 2006 between Hutchison International Limited and Hutchison Telecommunications International Limited relating to the IPR Framework Agreement dated September 24, 2004
- 4.9†† Restatement of the Relationship Agreement dated April 20, 2005 among Advent Investments Pte Limited, Matav Cable Systems Media Ltd. and Matav Investments Ltd., Elbit Ltd., Eurocom Communications Ltd., Polar Communications Ltd., Tapuz Cellular Systems Ltd., and Hutchison Telecommunications International (Netherlands) B.V.
- 4.10# Tower Transfer Agreement dated March 18, 2008 between PT. Hutchison CP Telecommunications and PT Profesional Telekomunikasi Indonesia.
- 4.11# Master Lease Agreement dated March 18, 2008 between PT. Hutchison CP Telecommunications and PT Profesional Telekomunikasi Indonesia.
- 6 See note 15 to our financial statements for information explaining how earnings (loss) per share information was calculated.
- 8 List of all subsidiaries (see Item 4.D)
- 11* Code of Ethics, as amended on August 16, 2006
- 12.1 Certification Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended
- 12.2 Certification Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended
- 13 Certification Pursuant to 18 U.S.C. Section 1350

† Previously filed; incorporated by reference from our registration statement on Form F-1 (File No. 333-118783) filed with the SEC on September 27, 2004.

†† Previously filed; incorporated by reference from the annual report on Form 20-F of Partner Communications Company Ltd (No. 001-14968) for the year ended December 31, 2004.

††† Previously filed; incorporated by reference from our registration statement on Form F-6 (File No. 333-119242) filed with the SEC on September 24, 2004.

* Previously filed; incorporated by reference from our annual report on Form 20-F for the year ended December 31, 2006 (No. 001-32309).

Confidential treatment has been requested. Confidential material has been redacted and separately filed with the Securities and Exchange Commission.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Date: May 27, 2009

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

By: */s/ Christopher John Foll*

Name: Christopher John Foll

**Title: Executive Director and Chief Financial
Officer**

INDEX TO FINANCIAL STATEMENTS

Hutchison Telecommunications International Limited

| | |
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| <u>Consolidated Income Statement for the years ended December 31, 2006, 2007 and 2008</u> | F-3 |
| <u>Consolidated Balance Sheet as at December 31, 2007 and 2008</u> | F-4 |
| <u>Consolidated Cash Flow Statement for the years ended December 31, 2006, 2007 and 2008</u> | F-5 |
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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Hutchison Telecommunications International Limited

In our opinion, the accompanying consolidated balance sheets and the related consolidated income statement, consolidated statement of recognized income and expense and the consolidated cash flow statement present fairly, in all material respects, the financial position of Hutchison Telecommunications International Limited and its subsidiaries (together the "Group") at December 31, 2008 and December 31, 2007, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2008 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board. Also in our opinion, the Group maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Group's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on these financial statements and on the Group's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States) and International Standards on Auditing. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers
PricewaterhouseCoopers
Hong Kong
May 27, 2009

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED
CONSOLIDATED INCOME STATEMENT

| | Note | For the year ended December 31 | | | |
|-------------------------------------------------------------------------------------------------------------------|------|--------------------------------|-----------------------|-----------------------|------------------------------------|
| | | 2006 HK\$ millions | 2007 HK\$ millions | 2008 HK\$ millions | 2008 US\$ millions (Note 39) |
| Continuing operations: | | | | | |
| Turnover | 5 | 17,923 | 20,401 | 23,725 | 3,061 |
| Cost of inventories sold | | (2,164) | (2,671) | (2,785) | (359) |
| Staff costs | 7 | (1,897) | (2,295) | (2,511) | (324) |
| Depreciation and amortization | | (3,804) | (4,226) | (4,531) | (585) |
| Other operating expenses | 8 | (8,685) | (10,182) | (12,291) | (1,586) |
| Impairment charge for Thailand segment | 9 | — | (3,854) | — | — |
| Profit on disposal of investments and others, net | 10 | 44 | 8 | 2,453 | 317 |
| Operating profit/(loss) | | 1,417 | (2,819) | 4,060 | 524 |
| Interest income | 11 | 66 | 1,619 | 1,074 | 139 |
| Interest and other finance costs | 11 | (1,652) | (1,335) | (1,330) | (172) |
| Share of results of associates | | (1) | — | — | — |
| Share of results of jointly-controlled entities | 24 | — | — | (11) | (1) |
| (Loss)/Profit before taxation | | (170) | (2,535) | 3,793 | 490 |
| Taxation | 12 | (653) | (191) | (874) | (113) |
| (Loss)/Profit for the year from continuing operations | | (823) | (2,726) | 2,919 | 377 |
| Discontinued operations: | | | | | |
| Profit from discontinued operations | 13 | 2,399 | 70,502 | — | — |
| Profit for the year | | 1,576 | 67,776 | 2,919 | 377 |
| Attributable to: | | | | | |
| Equity holders of the Company: | | | | | |
| - continuing operations | | (1,191) | (3,147) | 1,883 | 243 |
| - discontinued operations | | 1,392 | 70,031 | — | — |
| | | 201 | 66,884 | 1,883 | 243 |
| Minority interest: | | | | | |
| - continuing operations | | 368 | 421 | 1,036 | 134 |
| - discontinued operations | | 1,007 | 471 | — | — |
| | | 1,375 | 892 | 1,036 | 134 |
| | | 1,576 | 67,776 | 2,919 | 377 |
| Dividends | | | | | |
| Special cash dividend | 14 | — | 32,234 | 33,700 | 4,348 |
| Conditional interim dividend in specie | | — | — | 10,061 | 1,298 |
| (Loss)/Earnings per share from continuing operations attributable to equity holders of the Company | | | | | |
| - basic | 15 | HK\$ (0.25) | HK\$ (0.66) | HK\$ 0.39 | US\$ 0.05 |
| - diluted | 15 | HK\$ (0.25) | HK\$ (0.66) | HK\$ 0.39 | US\$ 0.05 |
| Earnings per share attributable to equity holders of the Company | | | | | |
| - basic | 15 | HK\$ 0.04 | HK\$ 14.01 | HK\$ 0.39 | US\$ 0.05 |
| - diluted | 15 | HK\$ 0.04 | HK\$ 14.01 | HK\$ 0.39 | US\$ 0.05 |

The accompanying notes are an integral part of the consolidated financial statements.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED
CONSOLIDATED BALANCE SHEET

| | Note | As at December 31 | | |
|---------------------------------------------------------------------------|-------|-----------------------|-----------------------|------------------------------------|
| | | 2007 HK\$ millions | 2008 HK\$ millions | 2008 US\$ millions (Note 39) |
| ASSETS | | | | |
| Current assets | | | | |
| Cash and cash equivalents | 16 | 36,611 | 2,525 | 326 |
| Trade and other receivables | 17 | 4,702 | 5,072 | 654 |
| Stocks | | 515 | 463 | 60 |
| Derivative financial assets | 18(a) | 25 | 48 | 6 |
| Total current assets | | <u>41,853</u> | <u>8,108</u> | <u>1,046</u> |
| Assets held for sale | 19 | <u>—</u> | <u>174</u> | <u>22</u> |
| Non-current assets | | | | |
| Fixed assets | 20 | 16,950 | 17,216 | 2,222 |
| Goodwill | 21 | 6,070 | 6,815 | 879 |
| Other intangible assets | 22 | 7,818 | 7,160 | 924 |
| Other non-current assets | 23 | 3,354 | 3,844 | 496 |
| Deferred tax assets | 25 | 376 | 368 | 48 |
| Interests in associates | | 2 | 2 | — |
| Interests in jointly-controlled entities | 24 | <u>—</u> | <u>88</u> | <u>11</u> |
| Total non-current assets | | <u>34,570</u> | <u>35,493</u> | <u>4,580</u> |
| Total assets | | <u>76,423</u> | <u>43,775</u> | <u>5,648</u> |
| LIABILITIES | | | | |
| Current liabilities | | | | |
| Trade and other payables | 26 | 7,902 | 8,000 | 1,033 |
| Borrowings | 27 | 5,083 | 7,652 | 987 |
| Current income tax liabilities | | 111 | 104 | 13 |
| Derivative financial liabilities | 18(b) | 119 | 27 | 3 |
| Total current liabilities | | <u>13,215</u> | <u>15,783</u> | <u>2,036</u> |
| Non-current liabilities | | | | |
| Borrowings | 27 | 5,937 | 3,348 | 432 |
| Deferred tax liabilities | 25 | 584 | 457 | 59 |
| Other non-current liabilities | 28 | 2,551 | 2,458 | 317 |
| Total non-current liabilities | | <u>9,072</u> | <u>6,263</u> | <u>808</u> |
| Total liabilities | | <u>22,287</u> | <u>22,046</u> | <u>2,844</u> |
| EQUITY | | | | |
| Capital and reserves attributable to equity holders of the Company | | | | |
| Share capital | 29(b) | 1,195 | 1,204 | 155 |
| Reserves | 30 | 50,089 | 17,909 | 2,311 |
| | | 51,284 | 19,113 | 2,466 |
| Minority interest | 31(d) | 2,852 | 2,616 | 338 |
| Total equity | | <u>54,136</u> | <u>21,729</u> | <u>2,804</u> |
| Total equity and liabilities | | <u>76,423</u> | <u>43,775</u> | <u>5,648</u> |
| Net current assets/(liabilities) | | <u>28,638</u> | <u>(7,675)</u> | <u>(990)</u> |
| Total assets less current liabilities | | <u>63,208</u> | <u>27,992</u> | <u>3,612</u> |

The accompanying notes are an integral part of the consolidated financial statements.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED
CONSOLIDATED CASH FLOW STATEMENT

| | Note | For the year ended December 31 | | | |
|-----------------------------------------------------------------------------------|------|--------------------------------|-----------------------|-----------------------|------------------------------------|
| | | 2006 HK\$ millions | 2007 HK\$ millions | 2008 HK\$ millions | 2008 US\$ millions (Note 39) |
| Cash flows from operating activities | | | | | |
| Continuing operations: | | | | | |
| (Loss)/Profit before taxation | | (170) | (2,535) | 3,793 | 490 |
| Adjustments for: | | | | | |
| - Interest income | 11 | (66) | (1,619) | (1,074) | (139) |
| - Interest and other finance costs | 11 | 1,652 | 1,335 | 1,330 | 172 |
| - Depreciation and amortization | | 3,804 | 4,226 | 4,531 | 585 |
| - Impairment loss on stocks and non-current assets | 8 | — | — | 17 | 2 |
| - Share-based payments | 7 | 116 | 223 | 88 | 11 |
| - Profit on disposal of investments and others, net | 10 | (44) | (8) | (2,453) | (317) |
| - Loss on disposal of fixed assets | 8 | 27 | 26 | 23 | 3 |
| - Impairment charge for Thailand segment | 9 | — | 3,854 | — | — |
| - Write-off of customer acquisition and retention costs | 8 | 26 | 44 | 11 | 1 |
| - Share of results of associates | | 1 | — | — | — |
| - Share of results of jointly-controlled entities | 24 | — | — | 11 | 1 |
| - Changes in working capital | | | | | |
| - Decrease/(Increase) in stocks | | 222 | (122) | 23 | 3 |
| - (Increase)/Decrease in trade receivables, other receivables and prepayments | | (720) | (1,319) | 132 | 18 |
| - Decrease in short-term receivable from related companies | | 36 | 50 | — | — |
| - (Decrease)/Increase in trade and other payables | | (760) | 822 | 484 | 62 |
| - Decrease in payable to related companies | | (54) | (38) | (18) | (2) |
| Cash generated from continuing operations | | 4,070 | 4,939 | 6,898 | 890 |
| Interest received | | 66 | 1,562 | 982 | 127 |
| Interest and other finance costs paid | | (1,438) | (878) | (646) | (83) |
| Taxes paid | | (638) | (631) | (982) | (127) |
| Net cash generated from operating activities of continuing operations | | 2,060 | 4,992 | 6,252 | 807 |
| Discontinued operations: | | | | | |
| Cash generated from discontinued operations | | 4,459 | 782 | — | — |
| Interest received | | 48 | 16 | — | — |
| Interest and other finance costs paid | | (804) | (713) | — | — |
| Taxes paid | | (249) | (89) | — | — |
| Net cash generated from/(used in) operating activities of discontinued operations | | 3,454 | (4) | — | — |
| Net cash generated from operating activities | | 5,514 | 4,988 | 6,252 | 807 |

The accompanying notes are an integral part of the consolidated financial statements.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED
CONSOLIDATED CASH FLOW STATEMENT (continued)

| | Note | For the year ended December 31 | | | |
|-------------------------------------------------------------------------------------|-------|--------------------------------|---------------|---------------|----------------------------|
| | | 2006 | 2007 | 2008 | 2008 |
| | | HK\$ millions | HK\$ millions | HK\$ millions | US\$ millions (Note 39) |
| Cash flows from investing activities | | | | | |
| Continuing operations: | | | | | |
| Additions to customer acquisition and retention costs | | (485) | (602) | (865) | (112) |
| Additions to prepaid capacity and maintenance | | (23) | (83) | (80) | (10) |
| Advanced payments for network rollout, included in other receivables and prepayment | | (162) | (1,103) | (1,035) | (134) |
| Investments in jointly-controlled entities | 24 | — | — | (99) | (13) |
| Increase in interest in subsidiary | | — | — | (570) | (74) |
| Purchase of fixed assets | | (1,884) | (2,532) | (4,963) | (640) |
| Purchase of shares of a subsidiary under a share buy-back plan | | — | — | (799) | (103) |
| Purchase of transmission business | 31(b) | (124) | — | — | — |
| Proceeds from disposal of fixed assets | | 24 | 23 | 13 | 1 |
| Proceeds from disposal of subsidiaries, net of cash disposed of | 31(c) | 2 | — | 578 | 75 |
| Proceeds from disposal of base station tower sites | | — | — | 2,373 | 306 |
| Upfront and fixed periodic payments for telecommunications licenses | | (227) | (296) | (537) | (69) |
| (Increase)/Decrease in long term deposits | | (35) | — | 452 | 58 |
| Net cash used in investing activities of continuing operations | | (2,914) | (4,593) | (5,532) | (715) |
| Discontinued operations: | | | | | |
| Cash used in investing activities | | (12,170) | (4,697) | — | — |
| Proceeds from disposal of subsidiaries, net of cash disposed of | 31(c) | — | 83,185 | — | — |
| Net cash (used in)/generated from investing activities of discontinued operations | | (12,170) | 78,488 | — | — |
| Net cash (used in)/generated from investing activities | | (15,084) | 73,895 | (5,532) | (715) |
| Cash flows from financing activities | | | | | |
| Continuing operations: | | | | | |
| Net cash generated from/(used in) financing activities | | 438 | (14,045) | (42) | (5) |
| Dividend paid to the Company's shareholders | 14 | — | (32,234) | (33,700) | (4,348) |
| Dividends paid to minority shareholders | 31(d) | (266) | (594) | (1,006) | (130) |
| Equity contribution from minority shareholders | | 195 | — | — | — |
| (Repayment)/Drawing of loan from minority shareholders | 31(d) | (188) | 608 | 6 | 1 |
| Proceeds from exercise of share options of the Company | | 116 | 95 | 64 | 8 |
| Proceeds from exercise of share options of a subsidiary | | 78 | 142 | 47 | 6 |
| Decrease in restricted cash | | 1 | — | — | — |
| Settlement and rollover of derivatives | | — | — | (110) | (14) |
| Net cash generated from/(used in) financing activities of continuing operations | | 374 | (46,028) | (34,741) | (4,482) |

The accompanying notes are an integral part of the consolidated financial statements.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED
CONSOLIDATED CASH FLOW STATEMENT (continued)

| | Note | For the year ended December 31 | | | |
|-------------------------------------------------------------------------|------|--------------------------------|-----------------|-----------------|----------------------------|
| | | 2006 | 2007 | 2008 | 2008 |
| | | HK\$ millions | HK\$ millions | HK\$ millions | US\$ millions (Note 39) |
| Discontinued operations: | | | | | |
| Net cash generated from financing activities of discontinued operations | | 8,808 | 1,708 | — | — |
| Net cash generated from/(used in) financing activities | | <u>9,182</u> | <u>(44,320)</u> | <u>(34,741)</u> | <u>(4,482)</u> |
| (Decrease)/Increase in cash and cash equivalents | | (388) | 34,563 | (34,021) | (4,390) |
| Cash and cash equivalents at beginning of year | | 2,436 | 2,048 | 36,611 | 4,724 |
| Effect of foreign exchange rate changes | | — | — | (65) | (8) |
| Cash and cash equivalents at end of year | | <u>2,048</u> | <u>36,611</u> | <u>2,525</u> | <u>326</u> |
| Analysis of net (debt)/cash | | | | | |
| Cash and cash equivalents as at December 31 | 16 | 2,048 | 36,611 | 2,525 | 326 |
| Borrowing as at December 31 | 27 | <u>(39,417)</u> | <u>(11,020)</u> | <u>(11,000)</u> | <u>(1,419)</u> |
| Net (debt)/cash as at December 31 | | <u>(37,369)</u> | <u>25,591</u> | <u>(8,475)</u> | <u>(1,093)</u> |

The accompanying notes are an integral part of the consolidated financial statements.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED
CONSOLIDATED STATEMENT OF RECOGNIZED INCOME AND EXPENSE

| | For the year ended December 31 | | | |
|-----------------------------------------------------------|--------------------------------|---------------|---------------|----------------------------|
| | 2006 | 2007 | 2008 | 2008 |
| | HK\$ millions | HK\$ millions | HK\$ millions | US\$ millions (Note 39) |
| Currency translation differences | 321 | 1,280 | (347) | (45) |
| Cash flow hedges | | | | |
| - effective portion of changes in fair value | — | — | (28) | (4) |
| - transfer from equity to income statement | — | — | 28 | 4 |
| Actuarial gains/(losses) of defined benefit plans | 12 | 38 | (111) | (14) |
| Net income/(expense) recognized directly in equity | 333 | 1,318 | (458) | (59) |
| Profit for the year | 1,576 | 67,776 | 2,919 | 377 |
| Total recognized income for the year | 1,909 | 69,094 | 2,461 | 318 |
| Attributable to: | | | | |
| Equity holders of the Company | 277 | 67,672 | 1,361 | 176 |
| Minority interest | 1,632 | 1,422 | 1,100 | 142 |
| | <u>1,909</u> | <u>69,094</u> | <u>2,461</u> | <u>318</u> |

The accompanying notes are an integral part of the consolidated financial statements.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. General Information

Hutchison Telecommunications International Limited (the “Company”) was incorporated in the Cayman Islands on March 17, 2004 as a company with limited liability. The address of its registered office is Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands. The Company’s ordinary shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (“SEHK”), and in the form of American Depositary Shares on New York Stock Exchange, Inc. (“NYSE”).

The Company and its subsidiaries (together the “Group”) are engaged in mobile telecommunications and related businesses in Hong Kong and Macau, Israel, Thailand, Indonesia, Vietnam and Sri Lanka. The Group also has a fixed-line telecommunications business in Hong Kong. On July 11, 2008, the Group completed the sale of its entire indirect interests in Kasapa Telecom Limited, the Ghana operations (details of which are set out in Note 10(c)), and has since ceased to engage in the telecommunications business in Ghana.

These financial statements have been approved for issuance by the Board of Directors on May 25, 2009.

2. Basis of Preparation and Principal Accounting Policies

The principal accounting policies adopted in the preparation of these financial statements are set out below.

(a) Basis of preparation

These financial statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”). These financial statements have been prepared under the historical cost convention, as modified by financial assets and financial liabilities (including derivative instruments) at fair value through profit or loss. The preparation of financial statements in conformity with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the Company’s accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements, are disclosed in Note 3.

As at December 31, 2008, the Group had net current liabilities of HK\$7,675 million. While the Group’s operations have generated cash during the year, investments in the Group’s business and payments of dividend have consumed cash in excess of amounts generated from operations and have utilized the surplus funds brought forward from the prior year. The Group’s future funding requirements will be met through bank borrowings and other loans, including the HK\$9 billion bank revolving credit and term loan facility which will expire in May 2009, and the revolving credit and term loan facility of US\$2.5 billion (approximately HK\$19,376 million) from an indirect subsidiary of Hutchison Whampoa Limited (“HWL”). The Group expects to continue to fund the substantial capital required to build, maintain and operate its telecommunications networks through a combination of cash flows from operating activities, bank loans and borrowing from the indirect subsidiary of HWL.

(b) Changes in accounting policies

During 2008, the Group has adopted the following new or revised IFRS which are relevant to the Group’s operations and are effective for accounting periods beginning on January 1, 2008:

| | |
|-------------------------|---------------------------------------------------------------------------------------------------|
| IAS 39 (Amendment) | Financial Instruments: Recognition and Measurement |
| IFRIC Interpretation 11 | IFRS 2 – Group and Treasury Share Transactions |
| IFRIC Interpretation 14 | IAS 19 – The Limit on a Defined Benefit Asset, Minimum Funding Requirements and their Interaction |

The adoption of these new or revised IFRS had no material effect on the Group’s results and financial position for the current or prior periods.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(b) Changes in accounting policies (continued)

At the date of authorization of these financial statements, the following new/revised standards, amendments to standards and interpretations to existing standards have been issued but are not effective for the year ended December 31, 2008:

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------|
| IAS 1 (Revised) | Presentation of Financial Statements |
| IAS 23 (Revised) | Borrowing Costs |
| IAS 27 (Revised) | Consolidated and Separate Financial Statements |
| IAS 32 (Amendment) | Financial Instruments: Presentation |
| IAS 1 (Amendment) | Presentation of Financial Statements – Puttable Financial Instruments and Obligations Arising on Liquidation |
| IFRS 1 (Amendment) | First Time Adoption of IFRS |
| IFRS 2 (Amendment) | Share-based Payment |
| IFRS 3 (Revised) | Business Combinations |
| IFRS 8 | Operating Segments |
| IFRIC Interpretation 13 | Customer Loyalty Programmes |
| IFRIC Interpretation 15 | Agreements for the Construction of Real Estate |
| IFRIC Interpretation 16 | Hedges of a Net Investment in a Foreign Operation |
| IFRIC Interpretation 17 | Distributions of Non-cash Assets to Owners |

IASB's improvements to IFRS, including:

| | |
|--------------------|-----------------------------------------------------------------------------|
| IAS 1 (Amendment) | Presentation of Financial Statements |
| IAS 2 (Amendment) | Inventories |
| IAS 7 (Amendment) | Statement of Cash Flows |
| IAS 16 (Amendment) | Property, Plant and Equipment |
| IAS 19 (Amendment) | Employee Benefits |
| IAS 20 (Amendment) | Accounting for Government Grants and Disclosure of Government Assistance |
| IAS 23 (Amendment) | Borrowing Costs |
| IAS 27 (Amendment) | Consolidated and Separate Financial Statements |
| IAS 28 (Amendment) | Investments in Associates |
| IAS 29 (Amendment) | Financial Reporting in Hyperinflationary Economies |
| IAS 31 (Amendment) | Interests in Joint Ventures |
| IAS 36 (Amendment) | Impairment of Assets |
| IAS 38 (Amendment) | Intangible Assets |
| IAS 39 (Amendment) | Financial Instruments: Recognition and Measurement |
| IAS 40 (Amendment) | Investment Property |
| IAS 41 (Amendment) | Agriculture |
| IFRS 5 (Amendment) | Non-current Assets Held for Sale and Discontinued Operations |

Apart from the above, there are also a number of minor amendments to IFRS 7, 'Financial Instruments: Disclosures', IAS 8, 'Accounting Policies, Changes in Accounting Estimates and Errors', IAS 10, 'Events after the Balance Sheet Date', IAS 18, 'Revenue' and IAS 34, 'Interim Financial Reporting'.

The Group did not early adopt any of these new/revised standards, amendments to standards and interpretations to existing standards. The Group is in the process of assessing the impact of these new/revised standards, amendments to standards and interpretations to existing standards on the Group's results and financial position in the future.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(c) Basis of consolidation

The consolidated financial statements made up to December 31 include the financial statements of the Company and all of its direct and indirect subsidiaries and also incorporate the Group's interest in associates and jointly-controlled entities on the basis set out in Notes 2(f) and 2(g) below. Results of subsidiaries, associates and jointly-controlled entities acquired or disposed of during the year are included as from their effective dates of acquisition to December 31 or up to the dates of disposal as the case may be.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The cost of an acquisition is measured as the fair value of the assets given, equity instruments issued and liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date, irrespective of the extent of any minority interest. The excess of the cost of acquisition over the fair value of the Group's share of the identifiable net assets acquired is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in the income statement.

Intercompany transactions, balances and unrealized gains on transactions between group companies are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. Accounting policies of subsidiaries, associates and jointly-controlled entities have been changed where necessary to ensure consistency with the policies adopted by the Group.

(d) Subsidiaries

A company is a subsidiary if the Company, directly or indirectly, has more than 50% of the voting control or otherwise has governing power, or by virtue of the Company's funding or financing arrangements bears the majority of the economic risks and is entitled to the majority of the rewards of that company on a long-term basis. In the consolidated financial statements, subsidiaries are accounted for as described in Note 2(c) above. In the financial statements of the Company, investments in subsidiaries are stated at cost less provision for impairment losses.

The particulars of the Group's principal subsidiaries as at December 31, 2008 are set forth on page F-74.

(e) Minority interest

Minority interest at the balance sheet date, being the portion of the net assets of subsidiaries attributable to equity interests that are not owned by the Company, whether directly or indirectly through subsidiaries, are presented in the consolidated balance sheet separately from equity attributable to the equity shareholders of the Company. Minority interest in the results of the Group are presented on the face of the consolidated income statement as an allocation of the total profit or loss for the year between minority interest and the equity shareholders of the Company.

Where losses applicable to the minority exceed the minority's interest in the equity of a subsidiary, the excess, and any further losses applicable to the minority, are charged against the Group's interest except to the extent that minority has a binding obligation to, and is able to, make additional investment to cover the losses. If the subsidiary subsequently reports profits, the Group's interest is allocated all such profits until the minority's share of losses previously absorbed by the Group has been recovered.

(f) Associates

An investee company is classified as an associate if significant influence is exercised over its management but there is no contractual agreement between the shareholders to establish the Group's control or joint control over the economic activities of the entity. Results of the associates are incorporated in the consolidated financial statements to the extent of the Group's share of the post acquisition results. Investments in associates represent the Group's share of their net assets, after attributing fair values to their net assets as at the date of acquisition, less provision for impairment in value.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(g) Joint ventures

A joint venture is a contractual agreement whereby the venturers undertake an economic activity which is subject to joint control and over which none of the participating parties has unilateral control.

A jointly-controlled entity is a joint venture which involves the establishment of a separate entity. The results and assets and liabilities of jointly-controlled entities are incorporated in the consolidated financial statements using the equity method of accounting, except when the investment is classified as held for sale, in which case it is accounted for under IFRS 5, "Non-current Assets Held for Sale and Discontinued Operations". The total carrying amount of such investments is reduced to recognize any identified impairment loss in the value of individual investments.

(h) Business Co-operation Contract

The Group obtained an investment license from the Ministry of Planning and Investment of Vietnam to engage in a business co-operation under a Business Co-operation Contract ("BCC") with Hanoi Telecommunications Joint Stock Company to build, operate and develop a mobile telecommunications network in Vietnam. By virtue of the financing arrangements of the BCC, the Group bears the majority of the economic risks of the BCC and thus currently has accounted for the BCC as if it is a subsidiary of the Group. The Group has recognized in its consolidated financial statements the assets that it controls and the liabilities that it incurs, as well as the expenses that it incurs and the revenue that is generated from the BCC.

(i) Fixed assets

Fixed assets are stated at cost less accumulated depreciation and accumulated impairment losses. The cost of an asset comprises its purchase price and any directly attributable costs of bringing the asset to its working condition and location for its intended use. Fixed assets are depreciated on a straight-line basis, at rates sufficient to write off their costs over their estimated useful lives.

| | |
|-----------------------------------------------------|--------------------------------------------------------------------------------|
| Buildings | 20 – 50 years |
| Telecommunications and network equipment | 10 – 35 years |
| Motor vehicles | 4 – 5 years |
| Office furniture & equipment and computer equipment | 3 – 7 years |
| Leasehold improvements | Over the unexpired period of the lease or 7 years, whichever is the shorter |

Subsequent costs on fixed assets are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the income statement during the period in which they are incurred.

Construction in progress is stated at cost, which includes borrowing costs incurred to finance the construction, and is proportionally attributed to the qualifying assets.

The gain or loss on disposal or retirement of a fixed asset is the difference between the net sales proceeds and the carrying amount of the relevant asset and is recognized in the income statement.

The assets' residual values and useful lives are reviewed, and adjusted if applicable, at each balance sheet date. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(j) Leases

Assets acquired pursuant to finance leases that transfer to the Group substantially all the rewards and risks of ownership are accounted for as if purchased.

Finance leases are capitalized at the inception of the leases at the lower of the fair value of the leased assets or the present value of the minimum lease payments. Lease payments are treated as consisting of capital and interest elements. The capital element of the leasing commitment is included as a liability and the interest element is charged to the income statement. All other leases are accounted for as operating leases and the rental payments are charged to the income statement on a straight-line basis.

Under certain circumstances, the Group may enter into sale and leaseback arrangements whereby it sells certain assets and leases back a portion of those assets. The Group reviews the substance of each of these transactions to determine whether the leaseback is a finance lease or an operating lease. Where it is determined that the leaseback is an operating lease and (i) the Group does not maintain or maintains only minor continuing involvement in these properties, other than the required lease payments and (ii) these transactions are established at fair value, the gain or loss on sale is recognized in the income statement immediately. Any gain or loss on a sale and finance leaseback transaction is deferred and amortized over the term of the lease.

(k) Goodwill

Goodwill represents the excess of the cost of an acquisition over the fair value of the Group's share of the net assets of the acquired subsidiary, associate or jointly-controlled entity at the date of acquisition.

Goodwill on acquisition is reported in the consolidated balance sheet as a separate asset or, as applicable, included within investment in associate and jointly-controlled entity. Goodwill is tested annually for impairment and carried at cost less accumulated impairment losses. Gains and losses on the disposal of an entity include the carrying amount of goodwill relating to the entity sold. Goodwill is allocated to cash-generating units ("CGUs") for the purpose of impairment testing. The Group allocates goodwill to each business segment in each country in which it operates.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(l) Other intangible assets

(i) Telecommunications licenses

The Group owns the rights to use and operate specified spectrums in some jurisdictions over a certain period of time through annual minimum fees plus a variable portion depending on the future revenues from the services. License fees payments, the discounted value of the fixed annual fees to be paid over the license period, and certain other direct costs incurred prior to the date the asset is ready for its intended use are capitalized. Capitalized license fees are amortized from the date the asset is ready for its intended use until the expiration of the license.

Interest is accreted on the fixed annual fees and charged to interest expense. Variable license fees are recognized as period costs.

(ii) Customer acquisition and retention costs

Costs to acquire or retain telecommunications customers, which are postpaid (and primarily 3G) customers, pursuant to a contract with early termination penalties are capitalized if (i) such costs are identifiable and controlled; (ii) it is probable that future economic benefits will flow from the customers to the Group; and (iii) such costs can be measured reliably. Subsidies on handset sales, which are calculated by deducting the customers' payment towards the handset from the cost of the handset, are included in the customer acquisition and retention costs. Capitalized customer acquisition and retention costs are amortized over the minimum enforceable contractual period, which is generally a period of 18-24 months. If a customer leaves our network within the minimum enforceable contractual period, any unamortized customer acquisition or retention costs are written off in the period in which the customer leaves.

Costs to acquire prepaid telecommunications customers are expensed in the period incurred.

(iii) Brand name and customer base

Brand name and customer base that are acquired by the Group are stated at cost less accumulated amortization (where the estimated useful life is other than indefinite) and impairment losses. Amortization of brand name and customer base is calculated on a straight-line basis over the assets' estimated useful lives unless such lives are indefinite. Brand name and customer base with finite useful lives are amortized from the date they are available for use and their estimated useful lives are as follows:

| | |
|---------------|-------------|
| Brand name | 17 years |
| Customer base | 5 – 9 years |

(m) Prepaid capacity and maintenance

Prepaid capacity and maintenance is telecommunications capacity leased on an indefeasible right of use ("IRU") basis and related maintenance services. Prepaid capacity and maintenance is stated at cost and amortized on a straight-line basis from the date that the related capacity is activated over the shorter of the term of the IRU agreement or estimated useful life.

(n) Impairment of non-financial assets

Assets that have an indefinite useful life are not subject to amortization, and are tested at least annually for impairment and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (i.e. CGUs). Non-financial assets other than goodwill that suffered an impairment are reviewed for possible reversal of the impairment at each reporting date.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(o) Non-current assets held for sale

Non-current assets are classified as assets held for sale when their carrying amount is to be recovered principally through a sale transaction rather than through continuing use and a sale is considered highly probable. They are stated at the lower of carrying amount and fair value less costs to sell.

(p) Financial assets

The Group classifies its financial assets in the following categories: financial assets at fair value through profit or loss, held-to-maturity investments, and loans and receivables. The classification depends on the purpose for which the investments were acquired. Management determines the classification of its investments at initial recognition.

(i) Financial assets at fair value through profit or loss

A financial asset is designated at fair value through profit or loss at inception if acquired principally for the purpose of selling in the short term or if so designated by management. Assets in this category are classified as current assets if they are expected to be realized within 12 months after the balance sheet date.

(ii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed or determinable payments that the Group has the positive intention and ability to hold to maturity. They are included in non-current assets, except for those with maturities within 12 months after the balance sheet date which are classified as current assets.

(iii) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and with no intention of trading. They are included in current assets, except for maturities greater than 12 months after the balance sheet date. These are classified as non-current assets.

Purchases and sales of investments are recognized on trade-date – the date on which the Group commits to purchase or sell the asset. Investments are initially recognized at fair value plus transaction costs for all financial assets not carried at fair value through profit or loss. Investments are derecognized when the rights to receive cash flows from the investments have expired or have been transferred and the Group has transferred substantially all risks and rewards of ownership. Financial assets at fair value through profit or loss are subsequently carried at fair value. Held-to-maturity investments and loans and receivables are carried at amortized cost using the effective interest method. Realized and unrealized gains and losses arising from changes in the fair value of the “Financial assets at fair value through profit or loss” category are included in the income statement in the period in which they arise.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(p) Financial assets (continued)

(iv) Impairment of financial assets

The Group assesses at each balance sheet date whether there is objective evidence that a financial asset or a group of financial assets is impaired. Financial assets are impaired where there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial asset, the estimated future cash flows of the investment have been impacted. For financial assets carried at amortized cost, the amount of the impairment is the difference between the assets' carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate.

The carrying amount of the financial asset is reduced by the impairment loss directly for all financial assets with the exception of trade receivables where the carrying amount is reduced through the use of a provision account. A provision for impairment of trade and other receivables is established when there is objective evidence that the Group will not be able to collect all amounts due according to the original terms of receivable. The amount of provision is determined based on historical data of payment statistics for aged receivable balances. When a trade receivable is uncollectible, it is written off against the provision account for trade receivables. Subsequent recoveries of amounts previously written off are credited against the income statement. Changes in the carrying amount of the provision account are recognized in the income statement.

(q) Derivative financial instruments and hedging activities

Derivative financial instruments are utilized by the Group in the management of its foreign currency and interest rate exposures. The Group's policy is not to utilize derivative financial instruments for trading or speculative purposes. Derivative financial instruments are initially measured at fair value on the contract date, and are remeasured to fair value at subsequent reporting date. Changes in fair value are recognized based on whether certain qualifying criteria under IAS 39 "Financial Instruments: Recognition and Measurement" are satisfied in order to apply hedge accounting, and if so, the nature of the items being hedged.

Derivatives designated as hedging instruments to hedge against the cash flows attributable to recognized liabilities or forecast payments may qualify as cash flow hedges. The Group mainly enters into forward foreign exchange contracts to hedge certain foreign exchange risks of the Group. Changes in fair value of these derivatives are dealt with as movements in the hedging reserve under equity. When a hedged transaction is no longer expected to occur, the cumulative unrealized gain or loss recognized in equity is recognized immediately in the income statement as interest and other finance costs, net.

Derivatives that do not qualify for hedge accounting under IAS 39 "Financial Instruments: Recognition and Measurement" are accounted for with the changes in fair value being recognized in the income statement.

(r) Cash and cash equivalents

Cash and cash equivalents represent cash on hand and in banks and all demand deposits placed with banks with original maturities of three months or less from the date of placement or acquisition.

(s) Stocks

Stocks consist of handsets and phone accessories and are valued using the weighted average cost method. Stocks are stated at the lower of cost and net realizable value. Net realizable value is determined on the basis of anticipated sales proceeds less estimated selling expenses.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(t) Trade and other receivables

Trade and other receivables are recognized initially at fair value and subsequently measured at amortized cost using the effective interest method less provision for impairment (see Note 2(p)(iv)).

(u) Borrowings

Borrowings are recognized initially at fair value, net of transaction costs incurred. Transaction costs are incremental costs that are directly attributable to the issue of a financial asset or financial liability, including fees and commissions paid to agents, advisers, brokers and dealers, levies by regulatory agencies and securities exchanges, and transfer taxes and duties. Borrowings are subsequently stated at amortized cost; any difference between the proceeds (net of transaction costs) and the redemption value is recognized in the income statement over the period of the borrowings using the effective interest method except for borrowing costs capitalized for qualifying assets (Note 2(i)).

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

(v) Provisions

Provisions for restructuring costs and legal claims are recognized when the Group has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Restructuring provisions comprise lease termination penalties and employee termination payments. Provisions are not recognized for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognized even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

(w) Deferred taxation

Deferred taxation is provided, using the liability method, for temporary differences arising between the tax bases of assets and liabilities and their carrying values in the financial statements. Deferred tax liabilities are provided in full on all taxable temporary differences while deferred tax assets are recognized to the extent that it is probable that future taxable profits will be available against which the deductible temporary differences (including tax losses) can be utilized.

Deferred taxation is provided on temporary differences arising on investments in subsidiaries and associates, except when the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

(x) Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

(y) Contingent liabilities

A contingent liability is a possible obligation that arises from past events and whose existence will only be confirmed by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group. It can also be a present obligation arising from past events that is not recognized because it is not probable that an outflow of economic resources will be required or the amount of the obligation cannot be measured reliably.

A contingent liability is not recognized but is disclosed in the notes to the financial statements unless the probability of outflow of resources embodying economic benefits is remote. When a change in the probability of an outflow occurs so that the outflow is probable, it will then be recognized as a provision.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(z) Employee benefits

(i) Pension plans

Pension plans are classified into defined benefit and defined contribution plans.

The liability recognized in the balance sheet in respect of defined benefit pension plans is the present value of the defined benefit obligation at the balance sheet date less the fair value of plan assets, together with adjustments for unrecognized actuarial gains or loss and past service costs. The defined benefit obligation is calculated annually by independent actuaries using the projected unit credit method. The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows using interest rates of high-quality corporate bonds that are denominated in the currency in which the benefits will be paid, and that have terms to maturity approximating to the terms of the related pension liability.

Actuarial gains and losses arising from experience adjustments and changes in actuarial assumptions are recognized in full in the year in which they occur in the statement of recognized income and expense.

Past-service costs are recognized immediately in the income statement, unless the changes to the pension plan are conditional on the employees remaining in service for a specified period of time (the vesting period). In this case, the past-service costs are amortized on a straight-line basis over the vesting period.

The Group's contributions to the defined contribution plans are charged to the income statement in the year incurred and are reduced by contributions forfeited by those employees who leave the scheme prior to vesting fully in the contributions. The Group has no further payment obligations once the contributions have been paid.

(ii) Share-based payments

The Group operates an equity-settled, share-based compensation plan. The fair value of the employee services received in exchange for the grant of the options is recognized as an expense. The total amount to be expensed over the vesting period is determined by reference to the fair value of the options granted, excluding the impact of any non-market vesting conditions (for example, profitability and sales growth targets). Non-market vesting conditions are included in assumptions about the number of options that are expected to become exercisable. At each balance sheet date, the entity revises its estimates of the number of options that are expected to become exercisable. It recognizes the impact of the revision of original estimates, if any, in the income statement, and a corresponding adjustment to equity over the remaining vesting period.

The proceeds received net of any directly attributable transaction costs are credited to share capital (nominal value) and share premium when the options are exercised.

(iii) Termination benefits

Termination benefits are recognized when, and only when, the Group demonstrably committed itself to terminate employment or to provide benefits as a result of voluntary redundancy by having a detailed formal plan which is without realistic possibility of withdrawal.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(aa) Foreign currency translation

(i) Functional and presentation currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates (the "functional currency"). The consolidated financial statements are presented in Hong Kong dollars, which is the Company's functional and presentation currency.

(ii) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at balance sheet date exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the income statement.

(iii) Group companies

The results and financial position of all the group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- assets and liabilities for each balance sheet presented are translated at the closing rate at the date of that balance sheet;
- income and expenses for each income statement are translated at average exchange rates (unless this average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- all resulting exchange differences are recognized as a separate component of equity (cumulative translation adjustments).

On consolidation, exchange differences arising from the translation of the net investment in foreign entities, and of borrowings and other currency instruments designated as hedges of such investments, are taken to shareholders' equity. When a foreign operation is sold, such exchange differences are recognized in the consolidated income statement as part of the gain or loss on sale.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the closing rate.

(ab) Segment reporting

A geographical segment is engaged in providing products or services within a particular economic environment that are subject to risks and returns that are different from those of segments operating in other economic environments.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. Basis of Preparation and Principal Accounting Policies (continued)

(ac) Revenue recognition

The Group recognizes revenue on the following bases:

- (i) Installation fees are recognized on connection of the service.
- (ii) Sales of handsets are recognized upon delivery to the distributors, dealers or directly to the end customers when they are sold on a standalone basis.

When handsets are sold to end customers as part of multiple element arrangements (which typically include the sale of a handset together with a fixed-term service contract), the amount received for the handset up to its fair value is accounted for as revenue from the handset sale upon delivery to the end customers.

When handsets are sold to end customers for purposes of acquiring new customers or retaining existing customers, the Group subsidizes the sale of the handset by selling it at a price below its cost to secure a fixed-term service contract. The handset sale is then treated as a non-revenue-generating transaction and accordingly, no revenue is recognized from these types of handset sales. The subsidy, which represents the difference between the cost of the handset and the payment received from the customer for the handset, is capitalized as an element of customer acquisition and retention costs in accordance with the accounting policy set out in Note 2(1)(ii).

- (iii) Revenues from usage charges, software development services and technical services are recognized when services are rendered and collectibility can be reasonably assured.
- (iv) Revenues from prepaid recharges are recognized upon customer's usage or upon the expiry of the service period.
- (v) Revenues for monthly fees and value added services are recognized on a time proportion basis, taking into account customers' usage of the services.
- (vi) Network interconnection with international carriers and roaming revenues are recognized as rendered/incurred and are presented on a gross basis.

(ad) Interest income

Interest income is recognized on a time proportion basis, taking into account the principal amounts outstanding and the interest rates applicable.

(ae) Dilution of interest in subsidiaries or associates

Reduction in the Group's proportionate share of the underlying equity of a subsidiary or associate, including goodwill, which result from the issuance of additional equity by the entity, are recognized as gains or losses as incurred.

(af) Increase in proportionate share of subsidiaries

The increase in the Group's proportionate share of the underlying equity of a subsidiary is accounted for using the carrying value of the subsidiary's assets and liabilities. The difference between the amount paid for the additional equity interest of a subsidiary and the increase in the share of the carrying values of the subsidiary's assets and liabilities is recognized as goodwill or negative goodwill in accordance with Notes 2(c) and 2(k) above.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

3. Critical Accounting Estimates and Judgments

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

(a) Critical accounting estimates and assumptions

The Group makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. Notes 4, 21, 34(a) and 35 contain information about the assumptions and their risk factors relating to financial instruments, goodwill impairment, defined benefit obligations and fair value of share options granted. Other key sources of estimation uncertainty are described below.

(i) Estimated useful life for telecommunications and network equipment

The Group has substantial investments in mobile and fixed-line telecommunications and network equipment. As at December 31, 2008, the carrying amount of the mobile and fixed-line telecommunications and network equipment is approximately HK\$14,714 million (2007 – HK\$14,521 million). Changes in technology or changes in the intended use of these assets may cause the estimated period of use or value of these assets to change. Due to changes in technology, the useful life of certain CDMA equipment not convertible to GSM (Note 19) and certain 3G network equipment recorded by Partner Communications Company Ltd. (“Partner Communications”), an indirect subsidiary of the Company, (Note 20) was shortened, resulting in the acceleration of depreciation of these assets by HK\$167 million and HK\$162 million respectively.

(ii) Income taxes

The Group is subject to income taxes in jurisdictions in which the Group operates. Significant judgment is required in determining the provision for income taxes. There are many transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. The Group recognizes liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the income tax and deferred tax provisions in the period in which such determination is made.

(iii) Asset impairment

Management judgment is required in the area of asset impairment, including goodwill, particularly in assessing whether: (1) an event has occurred that may affect asset values; (2) the carrying value of an asset can be supported by the net present value of future cash flows from the asset using estimated cash flow projections; and (3) the cash flow is discounted using an appropriate rate. Changing the assumptions selected by management to determine the level, if any, of impairment, including the discount rates or the growth rate assumptions in the cash flow projections, could significantly affect the Group’s reported financial condition and results of operations. In performing the impairment assessment, the Group has also considered the impact of the current economic environment on the operations of the Group. The results of the impairment tests undertaken as at December 31, 2008 indicated that no impairment charge was necessary. As at December 31, 2008, the non-current assets and assets held for sale which are subject to asset impairment review amounted to approximately HK\$35,125 million and HK\$174 million respectively.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

3. Critical Accounting Estimates and Judgments (continued)

(b) Critical judgments in applying the Company's accounting policies

(i) Deferred taxation

Management has considered future taxable income and ongoing prudent and feasible tax planning strategies in assessing the recognition criteria for deferred tax assets recorded in relation to cumulative tax loss carry forwards. As of December 31, 2008, the Group has recognized HK\$368 million (2007 – HK\$376 million) in deferred tax assets.

(ii) Sale and leaseback transactions

The Group classifies leases into finance leases or operating leases in accordance with the accounting policies stated in Note 2(j). Determining whether a lease transaction is a finance lease or an operating lease requires judgment as to whether the lease agreement transfers substantially all the risks and rewards of ownership to or from the Group. Judgment is required on various aspects that include, but are not limited to, the fair value of the leased asset, the economic life of the leased asset, whether renewal options are included in the lease term and determining an appropriate discount rate to calculate the present value of the minimum lease payments.

Classification of a transaction as a finance lease or an operating lease determines whether the leased asset is treated on-balance sheet or off-balance sheet as set out in Note 2(j). In sale and leaseback transactions, the classification of the leaseback arrangements as described above determines how the gain or loss on the sale transaction is recognized. It is either deferred and amortized (finance lease) or recognized in the income statement immediately (operating lease).

(iii) Other income

The Group has been granted credit vouchers by a key network supplier for offset against future services and purchases from the supplier. The value of the vouchers is recognized as other income as set out in Note 10(d). Judgment is required in determining the fair value of the vouchers and whether the credit voucher should be accounted for as income or as a purchase discount. This determination includes, but is not limited to, an assessment of the nature of the credit vouchers and their grant, the conditions attached to utilization of the vouchers, and the separation of economic events from future purchases.

Recognition as income or as a purchase discount determines whether the credit vouchers are recognized immediately when the Group becomes entitled to the right to use them and the contractual obligations of the network supplier are waived, or they are deferred and recognized upon making purchases from the supplier and offset against the purchase invoices.

4. Financial Risk Management

(a) Financial risk factors

The Group is exposed to market risk from changes in interest rates and currency exchange rates. Interest rate risk exists with respect to the Group's financial assets and liabilities bearing interest at floating rates. Interest rate risk also exists with respect to the fair value of fixed rate financial assets and liabilities. Exchange rate risk exists with respect to the Group's financial assets and liabilities denominated in a currency that is not the entity's functional currency. The Group manages these risks by a variety of methods, including the use of a number of derivative financial instruments such as cross currency and interest rate swap contracts as well as forward foreign exchange contracts. All transactions in derivative financial instruments are undertaken for risk management purposes only. No instruments are held by the Group for speculative purposes.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

4. Financial Risk Management (continued)

(a) Financial risk factors (continued)

(i) Foreign currency exposure

The Group operates internationally and is exposed to foreign exchange risk arising from various currency exposures, primarily with the borrowings and accounts payable. Foreign exchange risk arises when future commercial transactions or recognized assets or liabilities are denominated in a currency that is not the entity's functional currency. During the year, the Group places deposits with banks denominated in various currencies for the purpose of working capital management.

For overseas subsidiaries and associates and other investments, which consist of non-HK dollar and non-US dollar assets, the Group generally endeavors to establish a natural hedge with an appropriate level of borrowings in those same currencies. For overseas businesses that are in the development phase, or where borrowings in the local currency are not attractive, the Group may not borrow in the local currency and instead monitor the development of the businesses' cashflow and the debt markets and, when appropriate, would expect to refinance these businesses with local currency borrowings. Exposure to movements in exchange rates on individual transactions directly related to the underlying businesses is minimized using forward foreign exchange contracts and currency swaps where active markets for the relevant currencies exist. The Group may use derivative instruments to manage or adjust its exposures.

Since the impact of foreign exchange exposure other than US dollars is insignificant, the table below summarizes the foreign exchange exposure in US dollars, on the net monetary position of each sub-group, offsetting the foreign currency denominated borrowings against the relevant foreign exchange forward and swap contracts, expressed in the Group's presentation currency of HK dollars.

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|---------------------------------------|----------------------|-------------------|
| Hong Kong | 204 | 136 |
| Israel | (587) | (505) |
| Thailand | (180) | (70) |
| Indonesia | (1,337) | (398) |
| Others* | <u>34,394</u> | <u>1,778</u> |
| Total net exposure: net assets | <u><u>32,494</u></u> | <u><u>941</u></u> |

* "Others" as at December 31, 2007 comprised Vietnam, Sri Lanka, Ghana and Corporate. As at December 31, 2008, it comprised Vietnam, Sri Lanka and Corporate.

As at the balance sheet dates, a 10% strengthening of the functional currency of each sub-group against US dollars would have increased/(decreased) profit and loss by the amounts as shown below. This analysis assumes that all other variables remain constant.

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|---------------|----------------------------------|----------------------------------|
| | <u>Impact to profit and loss</u> | <u>Impact to profit and loss</u> |
| US dollars | <u><u>3,249</u></u> | <u><u>94</u></u> |

A 10% weakening of the functional currency of each sub-group against US dollars at December 31 would have had the equal but opposite effect on these currencies to the amounts shown above, on the basis that all other variables remain constant. There is no foreign currency translation risk that would affect equity directly.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

4. Financial Risk Management (continued)

(a) Financial risk factors (continued)

(ii) Interest rate exposure

The Group's main interest risk exposures relate to its borrowings. The Group manages its interest rate exposure of borrowings with a focus on reducing the overall cost of debt. When considered appropriate, we use interest rate swaps to manage the interest rate exposure. The swap agreements require the periodic exchange of payments without the exchange of the notional principal amount on which the payments are based. Interest expense on the hedged debts is adjusted to include the payments made or received under the interest rate swaps.

As at December 31, 2008, the carrying amount of the Group's financial assets and liabilities where their cash flows are subject to interest rate exposure are as follows:

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|---------------------------------------------------|---------------|----------------|
| Borrowings at floating rates | (10,445) | (10,978) |
| Cash at banks and short-term bank deposits | 36,607 | 2,520 |
| Deposits classified in non-current assets | 469 | 14 |
| Interest bearing loans from minority shareholders | (152) | (159) |
| Other derivatives | 18 | (4) |
| Other receivables | — | 75 |
| | <u>26,497</u> | <u>(8,532)</u> |

The interest rate profile of the Group's borrowings is disclosed in Note 27. The cash deposits placed with banks generate interest at the prevailing market interest rates.

At the balance sheet dates, if interest rates had been 100 basis points lower, with all other variables held constant, pre-tax profit for 2008 and 2007 would have increased by HK\$71 million and decreased by HK\$281 million respectively, mainly as a result of lower interest expenses on floating rate borrowings and interest income from cash and deposits; there would be no direct impact on equity as the Group did not have financial instruments which qualify for hedge accounting and as such all movement of interest expense and income as a result of interest rates changes would be charged to the income statement.

The sensitivity analysis above has been determined assuming that the change in interest rates had occurred at the balance sheet date and had been applied to the exposure to interest rate risk for both derivative and non-derivative financial instruments in existence at that date. The 100 basis point movement represents management's assessment of a reasonably possible change in interest rates over the period until the next annual balance sheet date. The analysis was performed on the same basis for 2007.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

4. Financial Risk Management (continued)

(a) Financial risk factors (continued)

(iii) Credit risk

Credit risk is managed on a group basis. The Group's credit risk arises from counter party risk in respect of derivative financial instruments as well as credit exposures to trade and other receivables. Management has policies in place and exposures to these credit risks are monitored on an ongoing basis.

For counter party and investment risks in respect of our surplus funds, we manage these risks by placing deposits with credit worthy financial institutions attaining a minimum credit rating of AA-/Aa3 as rated by Standard & Poor's or Moody's or investing in marketable securities such as US Treasuries or Commercial Papers/Certificates of Deposits issued by credit-worthy counter-parties with similar credit rating as above. Any deviations from this policy are to be approved by the Board. As at December 31, 2008, all surplus funds are placed with financial institutions attaining a minimum credit rating of AA-/Aa3 as rated by Standard & Poor's or Moody's.

The average credit period granted by the Group to customers ranges from 30 to 45 days. The utilization of credit limits is regularly monitored. Debtors who have overdue accounts are requested to settle all outstanding balances before any further credit is granted. Sales of telecommunications products and services to customers are primarily made in cash or through major credit cards. The Group also has sales of handsets in installments (mostly 36 monthly payments through major credit cards). There is no concentration of credit risk with respect to trade receivables as the Group has a large number of customers, internationally dispersed. The Group does not have a significant exposure to any individual debtors.

The Group considers its maximum exposure to credit risk at the reporting dates is the carrying value of each class of financial assets as follows:

| HK\$ millions | 2007 | 2008 |
|---------------------------------------------------------|---------------|--------------|
| Cash at banks and short-term bank deposits | 36,607 | 2,520 |
| Trade and other receivables (Note 17) | 4,702 | 5,072 |
| Derivative financial assets (Note 18(a)) | 25 | 48 |
| Other receivable classified as other non-current assets | 1,651 | 1,149 |
| | <u>42,985</u> | <u>8,789</u> |

(iv) Liquidity risk

Prudent liquidity risk management, including maintaining sufficient cash, the availability of funding from an adequate amount of committed credit facilities to fund working capital, debt service, dividend payments, new investments and the ability to close out market positions, is adopted. Due to the dynamic nature of the underlying businesses, the Group maintains significant flexibility in funding to respond to opportunities and events by ensuring committed credit lines are available.

As at December 31, 2008, the Group had net current liabilities of HK\$7,675 million, primarily as a result of the special dividend paid during December 2008 together with the consumption of cash in excess of the amounts generated from operations (2007 – net current assets of HK\$28,638 million). The Group's future funding requirements will be met by facilities as set out in Note 2(a).

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

4. Financial Risk Management (continued)

(a) Financial risk factors (continued)

(iv) Liquidity risk (continued)

The following table details the contractual maturities at the balance sheet date of the Group's financial liabilities and net-settled derivative financial liabilities, which are based on contractual undiscounted cash flows and the earliest date the Group can be required to pay.

| As at December 31, 2007 | Carrying amount | Contractual liabilities | Non- contractual liabilities | Contractual undiscounted cashflow | Within 1 year | After 1 year but within 2 years | After 2 years but within 5 years | After 5 years |
|------------------------------------------|--------------------|----------------------------|------------------------------------|-----------------------------------------|------------------|---------------------------------------------|----------------------------------------------|------------------|
| HK\$ millions | | | | | | | | |
| Borrowings (Note 27) | 11,020 | 11,020 | — | (11,020) | (5,083) | (2,858) | (3,079) | — |
| Currency swap (Note 18(b)) | 22 | 22 | — | (22) | (9) | (9) | (4) | — |
| Forward foreign exchange contracts | 60 | 60 | — | (62) | (62) | — | — | — |
| Trade payables (Note 26(a)) | 1,752 | 1,752 | — | (1,752) | (1,752) | — | — | — |
| Other payables | 5,759 | 2,188 | 3,571 | (2,188) | (1,864) | (324) | — | — |
| License fees liabilities (Note 28(a)) | 2,866 | 2,866 | — | (4,499) | (607) | (409) | (1,572) | (1,911) |
| | <u>21,479</u> | <u>17,908</u> | <u>3,571</u> | <u>(19,543)</u> | <u>(9,377)</u> | <u>(3,600)</u> | <u>(4,655)</u> | <u>(1,911)</u> |

| As at December 31, 2008 | Carrying amount | Contractual liabilities | Non- contractual liabilities | Contractual undiscounted cashflow | Within 1 year | After 1 year but within 2 years | After 2 years but within 5 years | After 5 years |
|------------------------------------------|--------------------|----------------------------|------------------------------------|-----------------------------------------|------------------|---------------------------------------------|----------------------------------------------|------------------|
| HK\$ millions | | | | | | | | |
| Borrowings (Note 27) | 11,000 | 11,000 | — | (11,001) | (7,653) | (1,497) | (1,851) | — |
| Currency swap (Note 18(b)) | 12 | 12 | — | (12) | (8) | (4) | — | — |
| Other derivatives (Note 18(b)) | 13 | 13 | — | (13) | (13) | — | — | — |
| Trade payables (Note 26(a)) | 1,964 | 1,964 | — | (1,964) | (1,964) | — | — | — |
| Other payables | 5,990 | 2,076 | 3,914 | (2,076) | (2,076) | — | — | — |
| License fees liabilities (Note 28(a)) | 2,354 | 2,354 | — | (3,586) | (389) | (450) | (1,539) | (1,208) |
| | <u>21,333</u> | <u>17,419</u> | <u>3,914</u> | <u>(18,652)</u> | <u>(12,103)</u> | <u>(1,951)</u> | <u>(3,390)</u> | <u>(1,208)</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

4. Financial Risk Management (continued)

(a) Financial risk factors (continued)

(iv) Liquidity risk (continued)

The following table details the contractual maturities at the balance sheet date of the Group's derivative financial liabilities that will be settled on a gross basis. The amounts disclosed in the table are based on the contractual undiscounted cash flows and the earliest date the Group can be required to pay.

| As at December 31, 2007 | Carrying amount | Contractual liabilities | Non- contractual liabilities | Contractual undiscounted cashflow | Within 1 year | After 1 year but within 2 years | After 2 years but within 5 years | After 5 years |
|---------------------------------------------------------------------|--------------------|----------------------------|------------------------------------|-----------------------------------------|------------------|---------------------------------------------|----------------------------------------------|------------------|
| HK\$ millions | | | | | | | | |
| Forward foreign exchange contracts – not qualified for hedges | 37 | 37 | — | | | | | |
| - Inflow | | | | 608 | 608 | — | — | — |
| - Outflow | | | | (631) | (631) | — | — | — |
| | <u>37</u> | <u>37</u> | <u>—</u> | <u>(23)</u> | <u>(23)</u> | <u>—</u> | <u>—</u> | <u>—</u> |

| As at December 31, 2008 | Carrying amount | Contractual liabilities | Non- contractual liabilities | Contractual undiscounted cashflow | Within 1 year | After 1 year but within 2 years | After 2 years but within 5 years | After 5 years |
|---------------------------------------------------------------------|--------------------|----------------------------|------------------------------------|-----------------------------------------|------------------|---------------------------------------------|----------------------------------------------|------------------|
| HK\$ millions | | | | | | | | |
| Forward foreign exchange contracts – not qualified for hedges | 2 | 2 | — | | | | | |
| - Inflow | | | | 195 | 195 | — | — | — |
| - Outflow | | | | (197) | (197) | — | — | — |
| | <u>2</u> | <u>2</u> | <u>—</u> | <u>(2)</u> | <u>(2)</u> | <u>—</u> | <u>—</u> | <u>—</u> |

(b) Capital risk management

The Group's primary objectives when managing capital are to safeguard the Group's ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders. The Group's overall strategy remains unchanged from 2007.

The Group defines capital as total equity attributable to equity holders of the Company, comprising share capital and reserves, as shown in the consolidated balance sheet. The Group actively and regularly reviews and manages its capital structure to ensure capital and shareholder returns, taking into consideration the future capital requirements of the Group and capital efficiency, projected operating cash flows and projected capital expenditures.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

4. Financial Risk Management (continued)

(c) Fair value estimation

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. The Group uses a variety of methods and makes assumptions that are based on market conditions existing at each balance sheet date. Quoted market prices or dealer quotes for similar instruments are used for long-term debt. Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments. The fair value of interest-rate swaps is calculated as the present value of the estimated future cash flows. The fair value of forward foreign exchange contracts and currency swaps is determined using the prevailing market rates at the balance sheet date. The fair value of non-current assets held for sale is determined by using valuation techniques as performed by an independent valuation (Note 19). As a result of non-availability of market-based evidence, the fair value of tower sites sold and assets leased-back in the sale and operating leaseback transaction (Note 10(b)) is determined respectively by replacement cost approach and income approach by discounting the cash flows to be generated from the contractual lease payments over the lease period.

The carrying amounts of cash and cash equivalents, and trade and other receivables and payables are assumed to approximate to their fair values. The fair value of financial liabilities for disclosure purposes is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Group for similar financial instruments.

5. Turnover

Turnover comprises revenues from the provision of mobile telecommunications services; handset and accessory sales; fixed-line telecommunications services in Hong Kong, and other non-telecommunications businesses. An analysis of turnover for both continuing and discontinued operations is as follows:

| HK\$ millions | 2006 | 2007 | 2008 |
|-----------------------------------------|----------------------|----------------------|----------------------|
| Continuing operations | | | |
| Mobile telecommunications services | 13,870 | 15,973 | 18,902 |
| Mobile telecommunications products | 1,396 | 1,965 | 2,080 |
| Fixed-line telecommunications services | 2,406 | 2,436 | 2,708 |
| Other non-telecommunications businesses | 251 | 27 | 35 |
| | <u>17,923</u> | <u>20,401</u> | <u>23,725</u> |
| Discontinued operations | | | |
| Mobile telecommunications services | <u>15,455</u> | <u>6,989</u> | <u>—</u> |
| | <u><u>33,378</u></u> | <u><u>27,390</u></u> | <u><u>23,725</u></u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

6. Segment Information

Segment information is provided on the basis of primary geographical regions which is the basis on which the Group manages its world-wide interests. The Hong Kong and Macau region is further sub-divided into mobile telecommunications and fixed-line telecommunications business segments. Management of the Group measures the performance of its segments based on operating profit. The segment analysis is provided for the Group's continuing operations (see Note 13 for information on discontinued operations). The segment information on turnover and operating profit/(loss), total assets and total liabilities agreed to the aggregate information in the consolidated financial statements. As such, no reconciliation between the segment information and the aggregate information in the consolidated financial statements is presented.

| HK\$ millions | As at and for the year ended December 31, 2006 | | | | | | | Continuing operations Total | Discontinued operations -India |
|-----------------------------------------------------------|------------------------------------------------|----------------|-----------------|----------------|-----------------|----------------|--------------|--------------------------------|-----------------------------------|
| | Hong Kong and Macau | | | Israel | Thailand | Indonesia | Others* | | |
| | Mobile | Fixed-line | Subtotal | | | | | | |
| Turnover | 4,199 | 2,406 | 6,605 | 9,796 | 1,017 | — | 505 | 17,923 | 15,455 |
| Operating costs | (2,850) | (1,532) | (4,382) | (6,617) | (960) | (123) | (664) | (12,746) | (10,555) |
| Depreciation and amortization | (1,102) | (615) | (1,717) | (1,471) | (558) | (1) | (57) | (3,804) | (1,272) |
| Profit on disposal of investments and others, net | — | — | — | 44 | — | — | — | 44 | — |
| Operating profit/(loss) | 247 | 259 | 506 | 1,752 | (501) | (124) | (216) | 1,417 | 3,628 |
| Other non-cash items included in income statement: | | | | | | | | | |
| Share-based payments | (20) | (19) | (39) | (39) | — | — | (38) | (116) | — |
| Total assets | 7,986 | 10,794 | 18,780 | 12,795 | 5,072 | 3,688 | 1,211 | 41,546 | 38,172 |
| Total liabilities | (7,291) | (6,161) | (13,452) | (6,885) | (10,562) | (1,931) | (366) | (33,196) | (24,105) |
| Capital expenditures incurred during the year | 737 | 498 | 1,235 | 849 | 112 | 1,513 | 221 | 3,930 | 7,025 |

* "Others" segment as at and for the year ended December 31, 2006 comprised Vietnam, Sri Lanka, Ghana, Corporate as well as the Group's non-telecommunications business in Hong Kong, the People's Republic of China, Malaysia and Singapore up to the date of disposal in July 2006.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

6. Segment Information (continued)

| HK\$ millions | As at and for the year ended December 31, 2007 | | | | | | | | Continuing operations Total | Discontinued operations -India |
|-----------------------------------------------------------|------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|--------------------------------|-----------------------------------|
| | Hong Kong and Macau | | | Israel | Thailand | Indonesia | Others* | | | |
| | Mobile | Fixed-line | Subtotal | | | | | | | |
| Turnover | 4,775 | 2,436 | 7,211 | 11,650 | 973 | 117 | 450 | 20,401 | 6,989 | |
| Operating costs | (3,203) | (1,532) | (4,735) | (7,885) | (987) | (592) | (949) | (15,148) | (4,676) | |
| Depreciation and amortization | (1,125) | (662) | (1,787) | (1,576) | (594) | (151) | (118) | (4,226) | (187) | |
| Profit on disposal of investments and others, net | — | — | — | 8 | — | — | — | 8 | — | |
| Impairment charge# | — | — | — | — | (3,854) | — | — | (3,854) | — | |
| Operating profit/(loss) | <u>447</u> | <u>242</u> | <u>689</u> | <u>2,197</u> | <u>(4,462)</u> | <u>(626)</u> | <u>(617)</u> | <u>(2,819)</u> | <u>2,126</u> | |
| Other non-cash items included in income statement: | | | | | | | | | | |
| Share-based payments | <u>(20)</u> | <u>(32)</u> | <u>(52)</u> | <u>(33)</u> | <u>—</u> | <u>—</u> | <u>(138)</u> | <u>(223)</u> | <u>(151)</u> | |
| Total assets | <u>7,914</u> | <u>10,678</u> | <u>18,592</u> | <u>13,766</u> | <u>787</u> | <u>5,858</u> | <u>37,420</u> | <u>76,423</u> | <u>—</u> | |
| Total liabilities | <u>(6,919)</u> | <u>(1,179)</u> | <u>(8,098)</u> | <u>(7,026)</u> | <u>(1,874)</u> | <u>(3,871)</u> | <u>(1,418)</u> | <u>(22,287)</u> | <u>—</u> | |
| Capital expenditures incurred during the year | <u>1,042</u> | <u>498</u> | <u>1,540</u> | <u>986</u> | <u>41</u> | <u>1,873</u> | <u>996</u> | <u>5,436</u> | <u>3,378</u> | |

* "Others" segment as at and for the year ended December 31, 2007 comprised Vietnam, Sri Lanka, Ghana and Corporate.

The impairment charge is a non-cash expense.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

6. Segment Information (continued)

| HK\$ millions | As at and for the year ended December 31, 2008 | | | | | | | Total |
|-----------------------------------------------------------|------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| | Hong Kong and Macau | | | Israel | Thailand | Indonesia | Others* | |
| | Mobile | Fixed-line | Subtotal | | | | | |
| Turnover | 5,376 | 2,693 | 8,069 | 13,813 | 1,192 | 315 | 336 | 23,725 |
| Operating costs | (3,619) | (1,708) | (5,327) | (8,918) | (1,111) | (1,318) | (913) | (17,587) |
| Depreciation and amortization | (1,325) | (653) | (1,978) | (1,918) | (1) | (339) | (295) | (4,531) |
| Profit on disposal of investments and others, net | — | — | — | 3 | — | 2,152 | 298 | 2,453 |
| Operating profit/(loss) | <u>432</u> | <u>332</u> | <u>764</u> | <u>2,980</u> | <u>80</u> | <u>810</u> | <u>(574)</u> | <u>4,060</u> |
| Other non-cash items included in income statement: | | | | | | | | |
| Share-based payments | <u>(8)</u> | <u>(7)</u> | <u>(15)</u> | <u>(20)</u> | <u>—</u> | <u>—</u> | <u>(53)</u> | <u>(88)</u> |
| Total assets | <u>7,907</u> | <u>10,670</u> | <u>18,577</u> | <u>13,856</u> | <u>679</u> | <u>5,825</u> | <u>4,838</u> | <u>43,775</u> |
| Total liabilities | <u>(7,628)</u> | <u>(1,384)</u> | <u>(9,012)</u> | <u>(7,413)</u> | <u>(1,787)</u> | <u>(2,721)</u> | <u>(1,113)</u> | <u>(22,046)</u> |
| Capital expenditures incurred during the year | <u>1,399</u> | <u>535</u> | <u>1,934</u> | <u>1,191</u> | <u>34</u> | <u>1,544</u> | <u>445</u> | <u>5,148</u> |

* "Others" segment as at and for the year ended December 31, 2008 comprised Vietnam, Sri Lanka, Corporate and Ghana up to the date of disposal on July 11, 2008.

7. Staff Costs

| HK\$ millions | 2006 | 2007 | 2008 |
|--------------------------------------|--------------|--------------|--------------|
| Wages and salaries | 1,703 | 1,960 | 2,245 |
| Termination benefits | 50 | 76 | 139 |
| Pension costs | | | |
| - defined benefit plans (Note 34(a)) | 12 | 21 | 21 |
| - defined contribution plans | 16 | 15 | 18 |
| Share-based payments | | | |
| - equity-settled | 116 | 223 | 88 |
| | <u>1,897</u> | <u>2,295</u> | <u>2,511</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

7. Staff Costs (continued)

(a) Directors' emoluments

| Year ended December 31, 2006 | | | | | | |
|------------------------------|-------------|-------------------------------------------------|--------------|------------------------------|----------------------|--------------|
| HK\$ millions | Fees | Basic salaries, allowances and benefits-in-kind | Bonuses | Provident fund contributions | Share-based payments | Total |
| Name of Director | | | | | | |
| FOK Kin-ning, Canning | 0.37 | — | — | — | — | 0.37 |
| LUI Dennis Pok Man | 0.27 | 3.59 | 11.00 | 0.28 | 14.12 | 29.26 |
| Tim Lincoln PENNINGTON | 0.27 | 3.48 | 2.73 | 0.61 | 5.23 | 12.32 |
| Frank John SIXT | 0.27 | — | — | — | — | 0.27 |
| Naguib SAWIRIS | 0.27 | — | — | — | — | 0.27 |
| Aldo MAREUSE | 0.27 | — | — | — | — | 0.27 |
| KWAN Kai Cheong | 0.65 | — | — | — | — | 0.65 |
| John W STANTON | 0.55 | — | — | — | — | 0.55 |
| Kevin WESTLEY | 0.65 | — | — | — | — | 0.65 |
| | <u>3.57</u> | <u>7.07</u> | <u>13.73</u> | <u>0.89</u> | <u>19.35</u> | <u>44.61</u> |

| Year ended December 31, 2007 | | | | | | |
|-----------------------------------|-------------|-------------------------------------------------|--------------|------------------------------|----------------------|--------------|
| HK\$ millions | Fees | Basic salaries, allowances and benefits-in-kind | Bonuses | Provident fund contributions | Share-based payments | Total |
| Name of Director | | | | | | |
| FOK Kin-ning, Canning | 0.37 | — | — | — | — | 0.37 |
| LUI Dennis Pok Man | 0.27 | 3.80 | 17.10 | 0.28 | 39.90 | 61.35 |
| Tim Lincoln PENNINGTON | 0.27 | 3.52 | 8.27 | 0.66 | 14.78 | 27.50 |
| Frank John SIXT | 0.27 | — | — | — | — | 0.27 |
| Naguib SAWIRIS (Note (i)) | 0.04 | — | — | — | — | 0.04 |
| Aldo MAREUSE | 0.27 | — | — | — | — | 0.27 |
| Michael John O'CONNOR (Note (ii)) | 0.23 | — | — | — | — | 0.23 |
| KWAN Kai Cheong | 0.65 | — | — | — | — | 0.65 |
| John W STANTON | 0.55 | — | — | — | — | 0.55 |
| Kevin WESTLEY | 0.65 | — | — | — | — | 0.65 |
| | <u>3.57</u> | <u>7.32</u> | <u>25.37</u> | <u>0.94</u> | <u>54.68</u> | <u>91.88</u> |

Notes:

- (i) Mr Naguib Sawiris resigned as Director of the Company on February 28, 2007.
- (ii) Mr Michael John O'Connor was appointed as Director of the Company on February 28, 2007.

| Year ended December 31, 2008 | | | | | | |
|------------------------------------|------|-------------------------------------------------|---------|------------------------------|----------------------|-------|
| HK\$ millions | Fees | Basic salaries, allowances and benefits-in-kind | Bonuses | Provident fund contributions | Share-based payments | Total |
| Name of Director | | | | | | |
| FOK Kin-ning, Canning | 0.37 | — | — | — | — | 0.37 |
| LUI Dennis Pok Man | 0.27 | 3.98 | 10.89 | 0.30 | 10.61 | 26.05 |
| Christopher John FOLL (Note (i)) | 0.10 | 0.98 | 0.60 | 0.07 | 0.13 | 1.88 |
| Tim Lincoln PENNINGTON (Note (ii)) | 0.17 | 2.31 | 2.17 | 0.46 | 3.93 | 9.04 |
| Frank John SIXT | 0.27 | — | — | — | — | 0.27 |
| CHAN Ting Yu (Note (iii)) | 0.27 | 2.99 | 3.07 | 0.21 | 3.89 | 10.43 |

| | | | | | | |
|-----------------------------------------|-------------|--------------|--------------|-------------|--------------|--------------|
| CHOW WOO Mo Fong, Susan (Note (iii)) | 0.27 | — | — | — | — | 0.27 |
| WONG King Fai, Peter (Note (iii)) | 0.27 | 3.28 | 6.76 | 0.24 | 3.11 | 13.66 |
| Aldo MAREUSE (Note (iv)) | — | — | — | — | — | — |
| Michael John O'CONNOR (Note (iv)) | — | — | — | — | — | — |
| KWAN Kai Cheong | 0.65 | — | — | — | — | 0.65 |
| John W STANTON | 0.55 | — | — | — | — | 0.55 |
| Kevin WESTLEY | 0.65 | — | — | — | — | 0.65 |
| | <u>3.84</u> | <u>13.54</u> | <u>23.49</u> | <u>1.28</u> | <u>21.67</u> | <u>63.82</u> |

Notes:

- (i) Mr Christopher John Foll was appointed as Director of the Company on August 20, 2008.
- (ii) Mr Tim Lincoln Pennington resigned as Director of the Company on August 20, 2008.
- (iii) Mr Chan Ting Yu, Mrs Chow Woo Mo Fong, Susan and Mr Wong King Fai, Peter were appointed as Directors of the Company on January 3, 2008.
- (iv) Mr Michael John O'Connor and Mr Aldo Mareuse resigned as Directors of the Company on January 3, 2008.

No emoluments were paid to any Directors as an inducement to join or upon joining the Group or as compensation for loss of office during the years ended December 31, 2006, 2007 and 2008.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

7. Staff Costs (continued)

(b) Five highest paid individuals

The five individuals whose emoluments were the highest are as follows:

| HK\$ millions | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|------------------------------|-------------|-------------|-------------|
| Directors of the Company | 2 | 2 | 4 |
| Non-directors of the Company | <u>3</u> | <u>3</u> | <u>1</u> |

The aggregate remuneration paid to these highest paid individuals, who are non-directors of the Company, is as follows:

| HK\$ millions | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|-------------------------------------------------|-------------|-------------|-------------|
| Basic salaries, allowances and benefits-in-kind | 9 | 9 | 3 |
| Bonuses | 14 | 21 | 8 |
| Provident fund contributions | 1 | 1 | 1 |
| Share-based payments | 11 | 33 | 2 |
| | <u>35</u> | <u>64</u> | <u>14</u> |

The emoluments of the above mentioned individuals, with the highest emoluments fall within the following bands:

| | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|---------------------------------|-------------------------|-------------------------|-------------------------|
| | Number of individual | Number of individual | Number of Individual |
| HK\$10,500,001 — HK\$11,000,000 | 2 | — | — |
| HK\$12,500,001 — HK\$13,000,000 | 1 | — | — |
| HK\$14,000,001 — HK\$14,500,000 | — | — | 1 |
| HK\$15,500,001 — HK\$16,000,000 | — | 1 | — |
| HK\$21,500,001 — HK\$22,000,000 | — | 1 | — |
| HK\$25,500,001 — HK\$26,000,000 | <u>—</u> | <u>1</u> | <u>—</u> |

No emoluments were paid to any of the five highest paid individuals as an inducement to join or upon joining the Group or as compensation for loss of office during the years ended December 31, 2006, 2007 and 2008.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

8. Other Operating Expenses

| HK\$ millions | 2006 | 2007 | 2008 |
|-------------------------------------------------------|--------------|---------------|---------------|
| Cost of services provided | 5,706 | 6,668 | 7,673 |
| General administrative and distribution costs | 1,435 | 1,711 | 1,996 |
| Loss on disposal of fixed assets | 27 | 26 | 23 |
| Impairment loss on stocks and non-current assets | — | — | 17 |
| Write-off of customer acquisition and retention costs | 26 | 44 | 11 |
| Operating leases in respect of | | | |
| - buildings | 793 | 851 | 1,053 |
| - hire of plant and machinery | 440 | 541 | 909 |
| Auditor's remuneration | 65 | 67 | 54 |
| Provision for impairment of trade receivables | 113 | 255 | 261 |
| Exchange losses/(gains) | 16 | (84) | 146 |
| Others | 64 | 103 | 148 |
| | <u>8,685</u> | <u>10,182</u> | <u>12,291</u> |

9. Impairment Charge for Thailand Segment

During the year ended December 31, 2007, the Group recognized an impairment charge of HK\$3,854 million, in connection with the Group's investments in its mobile telecommunications business in Thailand. The charge was made based on the results of the impairment test for the Thailand segment as a CGU using the value-in-use model in accordance with IAS 36. The Group's operation in Thailand continued to suffer losses in 2007, but due to further intensification in price competition, together with high levels of penetration, regulations on interconnection and an uncertain political environment, the business environment had severely deteriorated during 2007. The cash flow forecasts for the Thailand segment also indicated that the carrying values of certain non-current assets were not expected to be recoverable from the future operating cash flows of the current business. The Group therefore recognized an impairment charge in respect of network equipment, telecommunications licenses and certain non-current assets for the Thailand segment for the year ended December 31, 2007.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

10. Profit on Disposal of Investments and Others, Net

| HK\$ millions | Note | 2006 | 2007 | 2008 |
|-----------------------------------------------------------|------|-----------|----------|--------------|
| Net profit on partial disposal of subsidiaries | (a) | (1) | 8 | 3 |
| Profit on disposal of base station tower sites | (b) | — | — | 1,421 |
| Profit on disposal of Ghana operations | (c) | — | — | 298 |
| Other income, net | (d) | — | — | 731 |
| Negative goodwill on acquisition of transmission business | (e) | 45 | — | — |
| | | <u>44</u> | <u>8</u> | <u>2,453</u> |

(a) Net profit on partial disposal of subsidiaries

During the year ended December 31, 2008, the Group recorded a gain on partial disposal of a subsidiary of approximately HK\$3 million (2007 – gain of HK\$8 million; 2006 – loss of HK\$1 million) following the exercise of the share options held by the option holders of Partner Communications.

(b) Profit on disposal of base station tower sites

On March 18, 2008, PT. Hutchison CP Telecommunications (“HCPT”), a 60%-owned subsidiary of the Company, entered into a conditional Tower Transfer Agreement to sell up to 3,692 base station tower sites to PT Profesional Telekomunikasi Indonesia (“Protelindo”) for a cash consideration of US\$500 million (HK\$3,882 million). Completion of the sale is expected to occur in tranches over a two-year period commencing on March 18, 2008. During the year ended December 31, 2008, the sale of two tranches comprising 2,248 sites was completed whereby the Group recognized a gain of US\$182.2 million (HK\$1,421 million) from the sale.

Concurrent with completion of the first tranche, HCPT and Protelindo have entered into a Master Lease Agreement pursuant to which HCPT has been given (i) the right to access, occupy and use the capacity reserved for HCPT on such of the base station tower sites and related infrastructure as HCPT may elect for an initial period of twelve years which, at HCPT’s election, may be extended for another six years, and (ii) the options to acquire Protelindo’s right, title and interest in such facilities at a pre-agreed price at the end of the 12-year initial term and at the end of the 18-year extended term if HCPT has exercised its option to extend the lease. The leaseback has been accounted for as an operating lease and the Group recognized an operating lease expense of HK\$128 million during the year ended December 31, 2008.

(c) Profit on disposal of Ghana operations

On January 17, 2008, Hutchison Telecommunications International (Cayman) Holdings Limited, a wholly-owned subsidiary of the Company, entered into an agreement to sell the indirect interests in the Ghana operations for cash consideration of HK\$583.5 million. The transaction was completed on July 11, 2008 and the Group has realized a gain of HK\$298 million.

(d) Other income, net

During the year ended December 31, 2008, a subsidiary of the Company operating in Indonesia was provided with credit vouchers in compensation upon the waiver of certain contractual obligations of a key network supplier. The net amount of US\$93.7 million (approximately HK\$731 million) was included in the income statement for the year ended December 31, 2008 of which US\$29.9 million (approximately HK\$233 million) and US\$17.5 million (approximately HK\$136.5 million) remained in amounts receivable in current and non-current assets, respectively, in the balance sheet as at December 31, 2008.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

10. Profit on Disposal of Investments and Others, Net (continued)

(e) Negative goodwill on acquisition of transmission business

In July 2006, Partner Communications completed the acquisition of the transmission business of Med-1 I.C.1 (1999) Ltd and recorded negative goodwill of HK\$45 million.

11. Interest and Other Finance Costs, Net

| HK\$ millions | 2006 | 2007 | 2008 |
|-------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| Interest income | <u>66</u> | <u>1,619</u> | <u>1,074</u> |
| Interest and other finance costs | | | |
| Bank loans and overdrafts | 1,045 | 681 | 159 |
| Other loans repayable within 5 years | 31 | 61 | 79 |
| Other loans not wholly repayable within 5 years | 18 | 1 | — |
| Obligations under finance leases | 1 | 1 | 7 |
| Notes and debentures repayable within 5 years | — | 273 | 374 |
| Notes and debentures not repayable within 5 years | 139 | — | — |
| Notional non-cash interest accretion (<i>Note</i>) | 277 | 343 | 386 |
| Guarantee and other finance fees | 163 | 58 | 62 |
| Net exchange (gain)/loss on borrowings | <u>(203)</u> | <u>(555)</u> | <u>285</u> |
| | 1,471 | 863 | 1,352 |
| Less: Interest capitalized | <u>(129)</u> | <u>(113)</u> | <u>(4)</u> |
| | 1,342 | 750 | 1,348 |
| Fair value loss/(gain) on derivative instruments: | | | |
| Currency swap and forward contracts | 265 | 620 | 22 |
| Other derivatives | <u>45</u> | <u>(35)</u> | <u>(40)</u> |
| | <u>1,652</u> | <u>1,335</u> | <u>1,330</u> |
| Interest and other finance costs, net | <u>1,586</u> | <u>(284)</u> | <u>256</u> |
| Capitalization rate applied to funds borrowed for the funding of assets | <u>4.84% -7.49%</u> | <u>4.71% -7.36%</u> | <u>3.80% -6.98%</u> |

Note: Notional non-cash interest accretion represents the notional adjustments to accrete the carrying amount of certain obligations recognized in the balance sheet such as license fees liabilities and asset retirement obligations to the present value of the estimated future cash flows expected to be required for their settlement in the future.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

12. Taxation

| HK\$ millions | For the year ended December 31 | | | | | | | | |
|-------------------|--------------------------------|----------------------|------------|---------------------|----------------------|------------|---------------------|----------------------|------------|
| | 2006 | | | 2007 | | | 2008 | | |
| | Current taxation | Deferred taxation | Total | Current taxation | Deferred taxation | Total | Current taxation | Deferred taxation | Total |
| Hong Kong | (2) | — | (2) | (4) | 23 | 19 | (7) | 65 | 58 |
| Outside Hong Kong | 611 | 44 | 655 | 694 | (522) | 172 | 1,032 | (216) | 816 |
| | <u>609</u> | <u>44</u> | <u>653</u> | <u>690</u> | <u>(499)</u> | <u>191</u> | <u>1,025</u> | <u>(151)</u> | <u>874</u> |

Hong Kong profits tax has been provided for at the rate of 16.5% (2007 - 17.5%, 2006 - 17.5%) on the estimated assessable profits less available tax losses. In 2008, the Government of the Hong Kong Special Administrative Region enacted a change in the profits tax rate from 17.5% to 16.5% for the fiscal year 2008/2009. Taxation outside Hong Kong has been provided for at the applicable current rates of taxation ruling in the relevant countries on the estimated assessable profits less available tax losses. The differences between the Group's expected tax charge/(credit) at respective applicable tax rates and the Group's tax charge for the years were as follows:

| HK\$ millions | 2006 | 2007 | 2008 |
|-------------------------------------------------------------------------------------|------------|------------|------------|
| Tax calculated at the domestic rates applicable to profits in the country concerned | 91 | (1,075) | 802 |
| Income not subject to taxation | (42) | (23) | (132) |
| Expenses not deductible for taxation purposes | 40 | 277 | 32 |
| Temporary differences not recognized | — | 356 | (227) |
| Recognition of previously unrecognized tax losses | — | — | (32) |
| Over provision in prior years | (16) | (68) | (2) |
| Tax losses not recognized | 580 | 724 | 335 |
| Withholding tax | — | — | 78 |
| Effect of change in tax rate | — | — | 20 |
| Total taxation charge | <u>653</u> | <u>191</u> | <u>874</u> |

The change in average applicable tax rate is caused by a change in the profits tax rate in Hong Kong and a change in the profitability of the Group's subsidiaries in the respective countries.

13. Profit from Discontinued Operations

On February 11, 2007, the Company entered into an agreement to sell its entire interests in CGP Investments (Holdings) Limited ("CGP"), a company which held through various subsidiaries, the direct and indirect equity and loan interests in Hutchison Essar Limited (now known as Vodafone Essar Limited) and its subsidiaries to Vodafone International Holdings B.V., a wholly-owned subsidiary of Vodafone Group Plc, for a cash consideration of approximately US\$11.1 billion (approximately HK\$86.6 billion) (the "Transaction"). Accordingly, the results pertaining to the Indian mobile telecommunications were presented as discontinued operations in accordance with IFRS 5 "Non-current Assets Held for Sale and Discontinued Operations". The presentation of comparative information for the year ended December 31, 2006 conformed with the requirements of IFRS 5. On May 8, 2007, the Company completed the Transaction and recognized a disposal gain of approximately HK\$69,343 million. Profit pertaining to the Indian mobile telecommunications operations for the period ended May 8, 2007 was HK\$1,159 million and as a result, profit from discontinued operations of HK\$70,502 million was recorded for the year ended December 31, 2007. Note 6 sets out details of the operating results of the discontinued operations up to the date of disposal.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

13. Profit from Discontinued Operations (continued)

An analysis of the result of the discontinued operations, and the profit on disposal of discontinued operations, is as follows:

| HK\$ millions | Year ended December 31, 2006 | Period ended May 8, 2007 |
|------------------------------------------------------|-----------------------------------------|-------------------------------------|
| Turnover | 15,455 | 6,989 |
| Cost of inventories sold | (141) | (60) |
| Staff costs | (769) | (455) |
| Depreciation and amortization | (1,272) | (187) |
| Other operating expenses | (9,645) | (4,161) |
| Operating profit | 3,628 | 2,126 |
| Interest income | 55 | 19 |
| Interest and other finance costs, net | (1,111) | (625) |
| Profit before taxation | 2,572 | 1,520 |
| Taxation | (173) | (361) |
| Profit of discontinued operations | 2,399 | 1,159 |
| Profit on disposal of discontinued operations | — | 69,343 |
| Profit from discontinued operations | 2,399 | 70,502 |
| Attributable to: | | |
| Equity holders of the Company | 1,392 | 70,031 |
| Minority interest | 1,007 | 471 |
| | <u>2,399</u> | <u>70,502</u> |

14. Dividends

- (a) During the year ended December 31, 2008, the Company declared and paid a special cash dividend of HK\$7 per share, or approximately HK\$33,700 million in aggregate.
- (b) On March 4, 2009, the Board of Directors of the Company approved the payment of an interim dividend to be satisfied by way of a distribution in specie (the “Distribution”) of the entire share capital of Hutchison Telecommunications Hong Kong Holdings Limited (“HTHKH”), an indirect wholly-owned subsidiary of the Company, conditional on (i) the SEHK approving the proposed spin-off of HTHKH by the Company and HWL; and (ii) the SEHK granting approval for the listing of the entire share capital of HTHKH on the Main Board of the SEHK. HTHKH and its subsidiaries operate the Company’s mobile telecommunications business in Hong Kong and Macau and fixed-line telecommunications business in Hong Kong. The distribution amount is equivalent to the net asset value of HTHKH at the date of dividend distribution. The net asset value of HTHKH was approximately HK\$10,061 million as at December 31, 2008. This conditional interim dividend in specie was approved after the balance sheet date and has not been recognized as a liability at the balance sheet date. The Distribution was completed on May 7, 2009 and the shares of HTHKH were listed on the Main Board of the SEHK on May 8, 2009. HTHKH ceased to be a subsidiary of the Group and thereby the results of HTHKH up to May 7, 2009 will be presented as “discontinued operations” in the subsequent consolidated financial statements in accordance with IFRS 5 “Non-current Assets Held for Sale and Discontinued Operations”.
- (c) During the year ended December 31, 2007, the Company declared and paid a special cash dividend (the “Transaction Special Dividend”) of HK\$6.75 per share, or approximately HK\$32,234 million in aggregate. The Transaction Special Dividend was paid out of the proceeds from the disposal of CGP (Note 13).
- (d) The Company did not declare any dividend for the year ended December 31, 2006.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

15. Earnings/(Loss) per Share

Basic

Basic (loss)/earnings per share is calculated by dividing the (loss)/profit attributable to equity holders of the Company by the weighted average number of ordinary shares in issue during the year.

| | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|---------------------------------------------------------------------------------------------------------------------------|---------------|---------------|---------------|
| Weighted average number of shares in issue | 4,754,324,568 | 4,775,095,834 | 4,794,472,939 |
| (Loss)/Profit from continuing operations attributable to equity holders of the Company (HK\$ millions) | (1,191) | (3,147) | 1,883 |
| Basic (loss)/earnings per share from continuing operations attributable to equity holders of the Company (HK\$ per share) | <u>(0.25)</u> | <u>(0.66)</u> | <u>0.39</u> |
| Profit from discontinued operations attributable to equity holders of the Company (HK\$ millions) | 1,392 | 70,031 | — |
| Basic earnings per share from discontinued operations attributable to equity holders of the Company (HK\$ per share) | <u>0.29</u> | <u>14.67</u> | <u>—</u> |
| Profit attributable to equity holders of the Company (HK\$ millions) | 201 | 66,884 | 1,883 |
| Basic earnings per share attributable to equity holders of the Company (HK\$ per share) | <u>0.04</u> | <u>14.01</u> | <u>0.39</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

15. Earnings/(Loss) per Share (continued)

Diluted

Diluted (loss)/earnings per share is calculated by adjusting the weighted average number of ordinary shares outstanding to assume conversion of the share options that have been granted under the Company's share option scheme to reflect the dilutive potential ordinary shares of the Company. A calculation is done to determine the number of shares that could have been acquired at fair value (determined as the average market share price of the Company's shares over the period) based on the monetary value of the subscription rights attached to outstanding share options. The number of shares calculated as above is compared with the number of shares that would have been issued assuming the exercise of the share options.

Partner Communications is the only subsidiary of the Company which has employee stock option plans. The dilutive impact on earnings per share arising from the employee stock options of Partner Communications outstanding as at December 31, 2008 is insignificant (2007 – N/A, 2006 – N/A).

| | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|
| Weighted average number of shares in issue | 4,754,324,568 | 4,775,095,834 | 4,794,472,939 |
| Adjustment for share options (<i>Note</i>) | N/A | N/A | 16,586,871 |
| Weighted average number of shares for the purpose of diluted earnings per share | <u>4,754,324,568</u> | <u>4,775,095,834</u> | <u>4,811,059,810</u> |
| (Loss)/Profit from continuing operations attributable to equity holders of the Company (HK\$ millions) | (1,191) | (3,147) | 1,883 |
| Adjustment for dilutive impact arising from share options of a subsidiary (HK\$ millions) | N/A | N/A | (8) |
| (Loss)/Profit from continuing operations attributable to equity holders of the Company for the purpose of diluted earnings per share from continuing operations (HK\$ millions) | <u>(1,191)</u> | <u>(3,147)</u> | <u>1,875</u> |
| Diluted (loss)/earnings per share from continuing operations attributable to equity holders of the Company (HK\$ per share) | <u>(0.25)</u> | <u>(0.66)</u> | <u>0.39</u> |
| Profit from discontinued operations attributable to equity holders of the Company (HK\$ millions) | 1,392 | 70,031 | — |
| Diluted earnings per share from discontinued operations attributable to equity holders of the Company (HK\$ per share) | <u>0.29</u> | <u>14.67</u> | <u>—</u> |
| Profit attributable to equity holders of the Company (HK\$ millions) | 201 | 66,884 | 1,883 |
| Adjustment for dilutive impact arising from share options of a subsidiary (HK\$ millions) | N/A | N/A | (8) |
| Profit attributable to equity holders of the Company for the purpose of diluted earnings per share (HK\$ millions) | <u>201</u> | <u>66,884</u> | <u>1,875</u> |
| Diluted earnings per share attributable to equity holders of the Company (HK\$ per share) | <u>0.04</u> | <u>14.01</u> | <u>0.39</u> |

Note: The Group has incurred a loss from continuing operations for the years ended December 31, 2006 and 2007, the conversion of all potential ordinary shares arising from the share options granted by the Company would have an anti-dilutive effect on the loss per share from continuing operations. Accordingly, the weighted average number of share was not adjusted to compute the diluted earnings per share.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

16. Cash and Cash Equivalents

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|--------------------------|---------------|--------------|
| Cash at bank and on hand | 1,211 | 509 |
| Short-term bank deposits | 35,400 | 2,016 |
| | <u>36,611</u> | <u>2,525</u> |

The carrying value of cash and cash equivalents approximates to their fair value.

17. Trade and Other Receivables

| HK\$ millions | Note | <u>2007</u> | <u>2008</u> |
|-----------------------------------------------------|------|--------------|--------------|
| Trade receivables | | 3,716 | 4,136 |
| Less: Provision for impairment of trade receivables | | (575) | (728) |
| Trade receivables, net of provision | (a) | 3,141 | 3,408 |
| Other receivables and prepayments | (b) | 1,010 | 1,664 |
| Held-to-maturity debt securities | (c) | 551 | — |
| | | <u>4,702</u> | <u>5,072</u> |

(a) Trade receivables, net of provision

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|---------------------------------------------------------------------------------------------------------------|--------------|--------------|
| The ageing analysis of trade receivables, net of provision for impairment of trade receivables is as follows: | | |
| Current | 1,506 | 1,969 |
| 31 - 60 days | 655 | 615 |
| 61 - 90 days | 151 | 187 |
| Over 90 days | 829 | 637 |
| | <u>3,141</u> | <u>3,408</u> |

The carrying value of trade receivables approximates to their fair value. There is no concentration of credit risk with respect to trade receivables, as the Group has a large number of customers, internationally dispersed.

As of December 31, 2008, trade receivables of HK\$858 million (2007 - HK\$652 million) were past due but not impaired. These relate to a number of independent customers for whom there is no recent history of default. The ageing analysis of these trade receivables is as follows:

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|----------------------------------------------------------------------------------------------|-------------|-------------|
| The ageing analysis of trade receivables which were past due but not impaired is as follows: | | |
| Past due 0 - 30 days | 279 | 227 |
| Past due 31 - 60 days | 205 | 248 |
| Past due 61 - 90 days | 73 | 133 |
| Past due over 90 days | 95 | 250 |
| | <u>652</u> | <u>858</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

17. Trade and Other Receivables (continued)

As of December 31, 2008, trade receivables of HK\$728 million (2007 - HK\$575 million) were impaired and provision for impairment has been fully provided for in the financial statements. The ageing of these trade receivables is as follows:

| HK\$ millions | 2007 | 2008 |
|----------------------------------------------------------------------------|------------|------------|
| The ageing analysis of trade receivables which are impaired is as follows: | | |
| Not due | 38 | 30 |
| Past due 0 - 30 days | 14 | 22 |
| Past due 31 - 60 days | 56 | 82 |
| Past due 61 - 90 days | 25 | 33 |
| Past due over 90 days | 442 | 561 |
| | <u>575</u> | <u>728</u> |

Movement of provision for impairment of trade receivables is as follows:

| HK\$ millions | 2007 | 2008 |
|---------------------------------------------------------------------------------|------------|------------|
| Beginning of year | 909 | 575 |
| Relating to subsidiaries disposed of | (284) | — |
| Increase in provision recognized in income statement – continuing operations | 255 | 334 |
| Increase in provision recognized in income statement – discontinued operations | 62 | — |
| Amounts recovered in respect of brought forward balance – continuing operations | (79) | (73) |
| Write-off during the year | (338) | (107) |
| Exchange translation differences | 50 | (1) |
| End of year | <u>575</u> | <u>728</u> |

The creation and release of provision for impaired receivables have been included in other operating expenses in the income statement (Note 8). Amount charged to the provision account is generally written off when there is no expectation of recovering additional cash.

(b) Other receivables and prepayments

Other receivables and prepayments comprise inter alia utilities and sundry deposits, prepaid expenses and prepayments to suppliers. The carrying value of other receivables approximates to their fair value. The other receivables and prepayments do not contain impaired assets. The maximum exposure to credit risk is the fair value of each class of financial assets mentioned above. The Group does not hold any collateral as security.

(c) Held-to-maturity debt securities

The held-to-maturity debt securities as at December 31, 2007 represented investment in corporate and other bonds which were restricted to be used for repayment of the amounts due under the defeased finance lease arrangement. The security was retired during 2008 when the defeased finance lease arrangement was repaid.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

18. Derivative Financial Assets and Liabilities

(a) Derivative financial assets

| HK\$ millions | 2007 | 2008 |
|------------------------------------|-----------|-----------|
| Not qualified for hedge | | |
| Forward foreign exchange contracts | 7 | 39 |
| Other derivatives | 18 | 9 |
| | <u>25</u> | <u>48</u> |

(b) Derivative financial liabilities

| HK\$ millions | 2007 | 2008 |
|------------------------------------|------------|-----------|
| Not qualified for hedge | | |
| Currency swap | 22 | 12 |
| Forward foreign exchange contracts | 97 | 2 |
| Other derivatives | — | 13 |
| | <u>119</u> | <u>27</u> |

As at December 31, 2008, the Group had outstanding currency swap and forward foreign exchange contracts with a notional amount of US\$108 million and Euro 6 million (2007 – US\$1,200 million).

Included in the above, as at December 31, 2007, the Group had currency swap and forward foreign exchange contract arrangements with banks to swap US dollars borrowings of US\$12 million or HK\$97 million and US dollars loans to subsidiaries of US\$1,095 million or HK\$8,539 million into Thai Baht borrowings to match currency exposures of the underlying business. On January 1, 2008, certain forward foreign exchange contracts with a notional amount of US\$1,095 million were designated as cash flow hedges of the foreign exchange risk in the Group's Thailand operations arising from its US dollar intercompany loans from the Group and were subsequently closed out during the year ended December 31, 2008. As at December 31, 2008, the Group had outstanding currency swaps with a notional amount of US\$8 million to swap US dollars borrowings of US\$8 million or HK\$59 million into Thai Baht borrowings.

In addition, the Group has entered into derivative transactions, which were classified as other derivatives, in order to protect itself against increases in the Israeli Consumer Price Index ("CPI") in respect of CPI-linked notes issued by a subsidiary in Israel. The notional amount of the outstanding other derivatives at as December 31, 2008 was NIS 800 million (2007 – NIS 1,000 million).

The derivative financial assets and liabilities mentioned above are classified as financial assets and liabilities at fair value through profit or loss. Accordingly, the fair value of each class of derivative financial assets and liabilities mentioned above is the same as the carrying cost presented above.

The maximum exposure to credit risk at the reporting date is the fair value of the derivative assets in the balance sheet.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

19. Assets Held for Sale

Assets held for sale comprised the following:

| | |
|-----------------------------|------------|
| HK\$ millions | 2008 |
| Assets held for sale | |
| Fixed assets | <u>174</u> |

During the year ended December 31, 2008, the Group's Vietnam operations received approval from The People's Committee of Hanoi City to switch its operating spectrum from CDMA to GSM. While some equipment with modifications can be used in the new network, due to the difference in technology, certain equipment could not be re-used and therefore would not be used for the entire useful life that had initially been estimated. As such, a review of the useful life of such CDMA equipment was conducted and acceleration of depreciation was recorded. These assets were classified as held for sale in June 2008 and stated at the lower of cost and fair value less cost to sell up to December 31, 2008.

In August 2008, the Group has entered into agreements to sell these assets. The consideration is in the form of US\$12.8 million cash receivable and credit notes receivable to be used as credit towards future purchases of GSM equipment. As a result of the above, accelerated depreciation expense of US\$19.5 million (equivalent to HK\$152 million) was recorded during the year ended December 31, 2008 (Note 20) for the CDMA equipment. As at December 31, 2008, the fair value of the CDMA equipment pending for removal in 2009 was US\$22.3 million (equivalent to HK\$174 million), which has been classified as non-current assets held for sale.

20. Fixed Assets

The movement of fixed assets for the year ended December 31, 2007 is as follows:

| HK\$ millions | Buildings | Telecom- munications and network equipment | Construction in progress | Others | Total |
|-------------------------------------------------------|-----------|-----------------------------------------------------|-----------------------------|--------------|---------------|
| Cost | | | | | |
| As at January 1, 2007 | 230 | 43,539 | 2,750 | 7,050 | 53,569 |
| Additions – continuing operations | — | 3,444 | 831 | 479 | 4,754 |
| Additions – discontinued operations | — | — | 3,330 | — | 3,330 |
| Disposals | (11) | (103) | (1) | (43) | (158) |
| Relating to subsidiaries disposed of (Note 31(c)) | (157) | (20,130) | (2,390) | (1,655) | (24,332) |
| Transfer between categories | 10 | 3,569 | (4,168) | 589 | — |
| Exchange translation differences | 13 | 2,292 | 338 | 348 | 2,991 |
| As at December 31, 2007 | <u>85</u> | <u>32,611</u> | <u>690</u> | <u>6,768</u> | <u>40,154</u> |
| Accumulated depreciation and impairment losses | | | | | |
| As at January 1, 2007 | 53 | 16,753 | — | 4,801 | 21,607 |
| Charge for the year - continuing operations | 3 | 2,011 | — | 784 | 2,798 |
| Charge for the year - discontinued operations | 1 | 131 | — | 29 | 161 |
| Impairment loss for the year | — | 2,681 | — | 211 | 2,892 |
| Disposals | (4) | (58) | — | (38) | (100) |
| Relating to subsidiaries disposed of (Note 31(c)) | (31) | (4,177) | — | (925) | (5,133) |
| Transfer between categories | — | 2 | — | (2) | — |
| Exchange translation differences | 4 | 747 | — | 228 | 979 |
| As at December 31, 2007 | <u>26</u> | <u>18,090</u> | <u>—</u> | <u>5,088</u> | <u>23,204</u> |
| Net book value | | | | | |
| As at December 31, 2007 | <u>59</u> | <u>14,521</u> | <u>690</u> | <u>1,680</u> | <u>16,950</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

20. Fixed Assets (continued)

The movement of fixed assets for the year ended December 31, 2008 is as follows:

| HK\$ millions | Buildings | Telecom- munications and network equipment | Construction in progress | Others | Total |
|-------------------------------------------------------|-----------|-----------------------------------------------------|-----------------------------|--------|---------|
| Cost | | | | | |
| As at January 1, 2008 | 85 | 32,611 | 690 | 6,768 | 40,154 |
| Additions | — | 3,286 | 498 | 499 | 4,283 |
| Disposals | — | (1,480) | (22) | (32) | (1,534) |
| Relating to subsidiaries disposed of (Note 31(c)) | — | (142) | (3) | (50) | (195) |
| Transfer between categories | — | 280 | (331) | 51 | — |
| Transfer to other assets | — | (17) | — | — | (17) |
| Transfer to assets held for sale | — | (323) | (30) | — | (353) |
| Exchange translation differences | (1) | 41 | 38 | (30) | 48 |
| As at December 31, 2008 | 84 | 34,256 | 840 | 7,206 | 42,386 |
| Accumulated depreciation and impairment losses | | | | | |
| As at January 1, 2008 | 26 | 18,090 | — | 5,088 | 23,204 |
| Charge for the year | 2 | 2,298 | — | 623 | 2,923 |
| Disposals | — | (636) | — | (31) | (667) |
| Relating to subsidiaries disposed of (Note 31(c)) | — | (62) | — | (11) | (73) |
| Transfer between categories | — | 45 | — | (45) | — |
| Transfer to assets held for sale | — | (179) | — | — | (179) |
| Exchange translation differences | (1) | (14) | — | (23) | (38) |
| As at December 31, 2008 | 27 | 19,542 | — | 5,601 | 25,170 |
| Net book value | | | | | |
| As at December 31, 2008 | 57 | 14,714 | 840 | 1,605 | 17,216 |

During the year ended December 31, 2008, the Group recognized total additional depreciation of HK\$329 million that comprised accelerated depreciation for CDMA equipment not convertible to GSM and their related capitalized expenses of HK\$152 million and HK\$15 million respectively (Note 19); and an amount of HK\$162 million resulting from replacement of existing 3G network equipment with a third party vendor over a period of three years by Partner Communications.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

20. Fixed Assets (continued)

The carrying values of all fixed assets are stated at cost less accumulated depreciation and accumulated impairment losses. Other assets include motor vehicles, office furniture and equipment, computer equipment and leasehold improvements.

Analysis of the net book value of buildings is as follows:

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|------------------------------------------------------------------|-------------|-------------|
| Hong Kong | | |
| Long leasehold (not less than 50 years) | 1 | 1 |
| Medium leasehold (less than 50 years but not less than 10 years) | 50 | 48 |
| Outside Hong Kong | | |
| Freehold | 8 | 8 |
| | <u>59</u> | <u>57</u> |

The fixed assets of the Group held under finance lease arrangements are as follows:

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|----------------------------------------------------------------------------------------|-------------|-------------|
| (a) Telecommunications and network equipment held under defeased finance leases | | |
| Cost | 3,222 | — |
| Accumulated depreciation and impairment losses | (2,891) | — |
| Net book value | <u>331</u> | <u>—</u> |
| Depreciation during the year | <u>126</u> | <u>126</u> |
| Impairment loss during the year | <u>—</u> | <u>—</u> |
| (b) Other assets held under finance leases | | |
| Cost | 45 | 48 |
| Accumulated depreciation and impairment losses | (16) | (26) |
| Net book value | <u>29</u> | <u>22</u> |
| Depreciation during the year | <u>9</u> | <u>10</u> |
| Impairment loss during the year | <u>—</u> | <u>—</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

21. Goodwill

| HK\$ millions | 2007 | 2008 |
|----------------------------------------------------------------------|--------------|--------------|
| Gross carrying amount and net book value at beginning of year | 19,571 | 6,070 |
| Relating to additional equity interests in subsidiaries acquired | — | 983 |
| Relating to subsidiaries partially disposed of | (17) | (4) |
| Relating to subsidiaries disposed of (Note 31(c)) | (14,835) | (79) |
| Exchange translation differences | 1,351 | (155) |
| Gross carrying amount and net book value at end of year | <u>6,070</u> | <u>6,815</u> |
| Accumulated impairment losses at beginning and end of year | <u>—</u> | <u>—</u> |

Impairment test for goodwill

Goodwill is allocated to the Group's CGUs identified according to country of operation and business segment.

A segment-level summary of the goodwill allocation is presented below.

| HK\$ millions | 2007 | 2008 |
|----------------------------------------------------|--------------|--------------|
| Hong Kong and Macau | | |
| Mobile telecommunications | 1,465 | 2,130 |
| Fixed-line telecommunications | 2,385 | 2,385 |
| | 3,850 | 4,515 |
| Israel | 988 | 1,305 |
| Indonesia | 980 | 826 |
| Multiple units without significant goodwill | 252 | 169 |
| | <u>6,070</u> | <u>6,815</u> |

The recoverable amount of a CGU is determined based on value-in-use calculations. These calculations use cash flow projections based on financial budgets approved by management covering a five-year period to 2013.

Key assumptions used for value-in-use calculations are:

- (i) Budgeted earnings before interest, taxation, depreciation and amortization ("EBITDA") has been based on past performance of the Group's respective CGUs and its expectation for the market development. Management considers EBITDA a proxy for operating cash flow.
- (ii) A long-term growth rate into perpetuity was not used to extrapolate cash flows beyond the budget period. Instead, management used long-term average growth rate to determine the terminal value of the Group's respective CGUs.
- (iii) The discount rate applied to cash flows of the Group's respective CGUs ranged from 7.4% to 14.5% based on pre-tax discount rate and reflects the specific risks relating to the relevant segment. The discount rate is adjusted to reflect the risk profile equivalent to those that the Group expects to derive from the assets.

In accordance with the Group's accounting policy on asset impairment (Note 2(n)), the carrying values of goodwill were tested for impairment as at December 31, 2008 and December 31, 2007. Note 3(a)(iii) contains information about the estimates, assumptions and judgments relating to goodwill impairment tests. The results of the tests undertaken as at December 31, 2008 and December 31, 2007 indicated no impairment charge was necessary.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

22. Other Intangible Assets

| HK\$ millions | Telecom- munications licenses | Customer acquisition and retention costs | Brand name | Customer base | Total |
|-----------------------------------------------------|-------------------------------------|---------------------------------------------------|---------------|------------------|---------------|
| As at January 1, 2007 | | | | | |
| Cost | 10,105 | 1,179 | 753 | 3,631 | 15,668 |
| Accumulated amortization | (3,273) | (813) | (79) | (743) | (4,908) |
| Net book value | <u>6,832</u> | <u>366</u> | <u>674</u> | <u>2,888</u> | <u>10,760</u> |
| Year ended December 31, 2007 | | | | | |
| Opening net book value | 6,832 | 366 | 674 | 2,888 | 10,760 |
| Additions – continuing operations | 80 | 602 | — | — | 682 |
| Additions – discontinued operations | 48 | — | — | — | 48 |
| Write-off during the year | — | (44) | — | — | (44) |
| Relating to subsidiaries disposed of (Note 31(c)) | (1,829) | — | — | (40) | (1,869) |
| Amortization for the year – continuing operations | (416) | (424) | (45) | (404) | (1,289) |
| Amortization for the year – discontinued operations | (17) | — | — | (7) | (24) |
| Impairment for the year | (947) | — | — | — | (947) |
| Exchange translation differences | 289 | — | 40 | 172 | 501 |
| Closing net book value | <u>4,040</u> | <u>500</u> | <u>669</u> | <u>2,609</u> | <u>7,818</u> |
| As at December 31, 2007 | | | | | |
| Cost | 7,824 | 1,143 | 798 | 3,753 | 13,518 |
| Accumulated amortization | (3,784) | (643) | (129) | (1,144) | (5,700) |
| Net book value | <u>4,040</u> | <u>500</u> | <u>669</u> | <u>2,609</u> | <u>7,818</u> |
| As at January 1, 2008 | | | | | |
| Cost | 7,824 | 1,143 | 798 | 3,753 | 13,518 |
| Accumulated amortization | (3,784) | (643) | (129) | (1,144) | (5,700) |
| Net book value | <u>4,040</u> | <u>500</u> | <u>669</u> | <u>2,609</u> | <u>7,818</u> |
| Year ended December 31, 2008 | | | | | |
| Opening net book value | 4,040 | 500 | 669 | 2,609 | 7,818 |
| Additions | — | 865 | — | — | 865 |
| Write-off during the year | — | (11) | — | — | (11) |
| Relating to subsidiaries disposed of (Note 31(c)) | (62) | — | — | — | (62) |
| Amortization for the year | (377) | (597) | (52) | (463) | (1,489) |
| Exchange translation differences | (109) | — | 27 | 121 | 39 |
| Closing net book value | <u>3,492</u> | <u>757</u> | <u>644</u> | <u>2,267</u> | <u>7,160</u> |
| As at December 31, 2008 | | | | | |
| Cost | 7,623 | 1,735 | 826 | 3,885 | 14,069 |
| Accumulated amortization | (4,131) | (978) | (182) | (1,618) | (6,909) |
| Net book value | <u>3,492</u> | <u>757</u> | <u>644</u> | <u>2,267</u> | <u>7,160</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

23. Other Non-current Assets

| HK\$ millions | Note | 2007 | 2008 |
|-----------------------------------|------|--------------|--------------|
| Prepaid capacity and maintenance | (a) | 1,225 | 1,197 |
| Other receivables and prepayments | (b) | 1,657 | 2,647 |
| Long-term deposits | (c) | 452 | — |
| Pension assets (Note 34(a)) | | 20 | — |
| | | <u>3,354</u> | <u>3,844</u> |

The maximum exposure to credit risk at the reporting date is the carrying value of each class of the non-current assets mentioned above. These non-current assets contain no impaired assets.

(a) The movement of prepaid capacity and maintenance is as follows:

| HK\$ millions | 2007 | 2008 |
|-----------------------------------------------------|--------------|--------------|
| Net book value at January 1 | 1,425 | 1,225 |
| Additions | 83 | 80 |
| Amortization for the year – continuing operations | (126) | (108) |
| Amortization for the year – discontinued operations | (2) | — |
| Relating to subsidiary disposed of | (167) | — |
| Exchange translation differences | 12 | — |
| Net book value at December 31 | <u>1,225</u> | <u>1,197</u> |

- (b) Other receivables and prepayments are carried at amortized cost. The carrying value of other receivables approximates their fair value at the balance sheet date, which are based on cash flows discounted using a rate based on the borrowing rate of 2.70% to 8.65% per annum (2007 – 4.24% to 7.50% per annum).
- (c) As at December 31, 2007, the long-term deposits were pledged to a bank as collateral to certain performance bonds required by the Office of the Telecommunications Authority (“OFTA”) in Hong Kong under the terms of the mobile telecommunications license granted to a subsidiary. The deposits were released during 2008.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

24. Interests in Jointly-controlled Entities

| HK\$ millions | <u>2008</u> |
|--------------------------------------------------|-------------|
| Investments | 99 |
| Share of undistributed post acquisition reserves | <u>(11)</u> |
| | <u>88</u> |

Particulars regarding the jointly-controlled entities are set forth on page F-74.

The Group's share of assets and liabilities, results and capital commitments of the jointly-controlled entities are as below:

| HK\$ millions | <u>2008</u> |
|--------------------------------|-------------|
| Non-current assets | 9 |
| Current assets | 89 |
| Current liabilities | (87) |
| Non-current liabilities | (22) |
| Net liabilities | <u>(11)</u> |
| Revenue | 3 |
| Expenses | <u>(14)</u> |
| Loss before and after taxation | <u>(11)</u> |
| Capital commitments | <u>4</u> |

There are no contingent liabilities related to the Group's interest in the jointly-controlled entities and no contingent liabilities of the jointly-controlled entities themselves.

25. Deferred Taxation

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off and when the deferred income taxes relate to the same fiscal authority. The following amounts, determined after appropriate offsetting, are shown in the consolidated balance sheet:

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|------------------------------|--------------|-------------|
| Deferred tax assets | 376 | 368 |
| Deferred tax liabilities | (584) | (457) |
| Net deferred tax liabilities | <u>(208)</u> | <u>(89)</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

25. Deferred Taxation (continued)

The gross movement of the deferred tax (liabilities)/assets is as follows:

| HK\$ millions | Accelerated depreciation allowance | Tax losses | Fair value adjustments arising from business combination | Other temporary differences | Total |
|----------------------------------------------------------------------|------------------------------------|--------------|----------------------------------------------------------|-----------------------------|--------------|
| As at January 1, 2007 | (2,044) | 2,775 | (913) | 104 | (78) |
| Net credit / (charge) for the year – continuing operations (Note 12) | 387 | (13) | 130 | (5) | 499 |
| Net (charge) / credit for the year – discontinued operations | (341) | 107 | — | 60 | (174) |
| Relating to subsidiaries disposed of (Note 31(c)) | 791 | (1,075) | — | (153) | (437) |
| Exchange translation differences | 21 | 17 | (54) | (2) | (18) |
| As at December 31, 2007 | <u>(1,186)</u> | <u>1,811</u> | <u>(837)</u> | <u>4</u> | <u>(208)</u> |
| As at January 1, 2008 | (1,186) | 1,811 | (837) | 4 | (208) |
| Net credit / (charge) for the year (Note 12) | 89 | (118) | 138 | 42 | 151 |
| Exchange translation differences | 11 | 1 | (38) | (6) | (32) |
| As at December 31, 2008 | <u>(1,086)</u> | <u>1,694</u> | <u>(737)</u> | <u>40</u> | <u>(89)</u> |

The potential deferred tax assets which have not been recognized in the financial statements are as follows:

| HK\$ millions | 2007 | 2008 |
|------------------------------------------|------------|------------|
| Arising from unused tax losses | 3,274 | 2,994 |
| Arising from depreciation allowances | 440 | 272 |
| Arising from other temporary differences | <u>322</u> | <u>287</u> |

The utilization of unused tax losses depends on future taxable profits in excess of the profits arising from the reversal of existing taxable temporary differences.

Out of the total unrecognized tax losses of HK\$12,056 million (2007 - HK\$12,444 million) carried forward, an amount of HK\$4,145 million (2007 - HK\$3,843 million) can be carried forward indefinitely. The remaining HK\$7,911 million (2007 - HK\$8,601 million) will expire in the following years:

| HK\$ millions | 2007 | 2008 |
|---------------------------------------|--------------|--------------|
| In the first year | 1,448 | 1,271 |
| In the second year | 1,509 | 1,477 |
| In the third year | 1,419 | 1,765 |
| In the fourth year | 2,000 | 1,277 |
| In the fifth to tenth years inclusive | <u>2,225</u> | <u>2,121</u> |
| | <u>8,601</u> | <u>7,911</u> |

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26. Trade and other payables

| HK\$ millions | Note | 2007 | 2008 |
|----------------------------------------------------------|------|--------------|--------------|
| Trade payables | (a) | 1,752 | 1,964 |
| Accrued expenses and other payables | | 4,236 | 4,224 |
| Deferred revenue | | 349 | 345 |
| Receipts in advance | | 927 | 1,066 |
| Payables to related companies (Note 37(c)) | | 61 | 43 |
| Current portion of license fees liabilities (Note 28(a)) | | 577 | 358 |
| | | <u>7,902</u> | <u>8,000</u> |

(a) Trade payables

| HK\$ millions | 2007 | 2008 |
|------------------------------------------------------|--------------|--------------|
| The ageing analysis of trade payables is as follows: | | |
| Current | 1,008 | 1,305 |
| 31-60 days | 649 | 392 |
| 61-90 days | 27 | 125 |
| Over 90 days | 68 | 142 |
| | <u>1,752</u> | <u>1,964</u> |

27. Borrowings

| HK\$ millions | 2007 | 2008 |
|-------------------------|---------------|---------------|
| Current | | |
| Bank loans | 4,515 | 5,594 |
| Other loans | 568 | 960 |
| Notes and debentures | — | 1,098 |
| | <u>5,083</u> | <u>7,652</u> |
| Non-current | | |
| Bank loans | 54 | 19 |
| Other loans | 1,814 | 10 |
| Notes and debentures | 4,069 | 3,319 |
| | <u>5,937</u> | <u>3,348</u> |
| Total borrowings | <u>11,020</u> | <u>11,000</u> |

The maturity of borrowings is as follows:

| HK\$ millions | 2007 | 2008 |
|-----------------------------------|---------------|---------------|
| Bank loans | | |
| Not later than 1 year | 4,515 | 5,594 |
| After 1 year, but within 2 years | 35 | 19 |
| After 2 years, but within 5 years | 19 | — |
| Other loans | | |
| Not later than 1 year | 568 | 960 |
| After 1 year, but within 2 years | 1,814 | 5 |
| After 2 years, but within 5 years | — | 5 |
| Notes and debentures | | |
| Not later than 1 year | — | 1,098 |
| After 1 year, but within 2 years | 1,009 | 1,473 |
| After 2 years, but within 5 years | 3,060 | 1,846 |
| Total borrowings | <u>11,020</u> | <u>11,000</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

27. Borrowings (continued)

The Group's borrowings as at December 31, 2007 and 2008 by segment, as well as information regarding maturities and interest expenses for the years ended December 31, 2007 and 2008 in respect of such debt are as follows:

| HK\$ millions | As at and for the year ended December 31, 2007 | | | |
|-------------------------------|------------------------------------------------|---------------------|------------------|-------------------|
| | Current portion | Non-current portion | Total borrowings | Interest expenses |
| Hong Kong and Macau | | | | |
| Mobile telecommunications | 4,600 | — | 4,600 | 216 |
| Fixed-line telecommunications | 4 | — | 4 | 123 |
| India | — | — | — | 672 |
| Israel | 47 | 4,072 | 4,119 | 283 |
| Thailand | 347 | 57 | 404 | 320 |
| Indonesia | — | 1,808 | 1,808 | 61 |
| Others | 85 | — | 85 | 14 |
| | <u>5,083</u> | <u>5,937</u> | <u>11,020</u> | <u>1,689</u> |

| HK\$ millions | As at and for the year ended December 31, 2008 | | | |
|-------------------------------|------------------------------------------------|---------------------|------------------|-------------------|
| | Current portion | Non-current portion | Total borrowings | Interest expenses |
| Hong Kong and Macau | | | | |
| Mobile telecommunications | 5,215 | — | 5,215 | 134 |
| Fixed-line telecommunications | — | — | — | — |
| Israel | 1,150 | 3,329 | 4,479 | 385 |
| Thailand | 339 | 19 | 358 | 18 |
| Indonesia | 948 | — | 948 | 79 |
| Others | — | — | — | 3 |
| | <u>7,652</u> | <u>3,348</u> | <u>11,000</u> | <u>619</u> |

Included in the other loans are obligations under finance leases repayable as follows:

| HK\$ millions | 2007 | 2008 |
|-----------------------------------------------------|------------|-----------|
| Finance lease obligations - minimum lease payments: | | |
| Not later than 1 year | 564 | 13 |
| After 1 year, but within 2 years | 7 | 5 |
| After 2 years, but within 5 years | — | 5 |
| | <u>571</u> | <u>23</u> |
| Future finance charges on finance lease obligations | — | (1) |
| Present value of finance lease obligations | <u>571</u> | <u>22</u> |

The present value of finance lease obligations is as follows:

| | 2007 | 2008 |
|-----------------------------------|------------|-----------|
| Not later than 1 year | 564 | 12 |
| After 1 year, but within 2 years | 7 | 5 |
| After 2 years, but within 5 years | — | 5 |
| | <u>571</u> | <u>22</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

27. Borrowings (continued)

The Group's outstanding borrowings are denominated in the following currencies:

| HK\$ millions | 2007 | 2008 |
|--------------------|---------------|---------------|
| Hong Kong dollars | 4,138 | 5,215 |
| New Israeli Shekel | 4,099 | 4,472 |
| Thai Baht | 309 | 301 |
| US dollars | 2,474 | 1,012 |
| | <u>11,020</u> | <u>11,000</u> |

The Group's borrowings, including interest rates and maturities, are summarized as follows:

| HK\$ millions | Maturity date | 2007 | 2008 |
|--------------------------------------------------------------|---------------|----------------|----------------|
| Secured bank loans | | | |
| Variable, Nil (2007 - 5.09%) per annum | 2008 | 4,049 | — |
| Unsecured bank loans | | | |
| Variable, 2.70% to 4.27% (2007 - 4.24% to 5.85%) per annum | 2008 – 2010 | 520 | 5,613 |
| Other secured loans | | | |
| Finance lease obligations | 2008 | 551 | — |
| Variable, 5.89% (2007 - 6.45%) per annum | 2009 | 1,807 | 948 |
| Other unsecured loans | | | |
| Finance lease obligations | 2009 – 2011 | 20 | 22 |
| Fixed, Nil (2007 - 7.50%) per annum | 2008 | 4 | — |
| Notes and debentures | | | |
| Variable, 8.65% (2007 - 4.25%) per annum | 2012 | 4,069 | 4,417 |
| Total borrowings | | <u>11,020</u> | <u>11,000</u> |
| Less: Total borrowings repayable within twelve months | | <u>(5,083)</u> | <u>(7,652)</u> |
| Total non-current borrowings | | <u>5,937</u> | <u>3,348</u> |

The fair values of the Group's total borrowings at December 31, 2008 are based on cash flows discounted using the effective interest rates of the Group's total borrowings, excluding obligations under finance lease, ranging from 2.70% to 8.65% (2007 - 4.25% to 7.50%).

The fair values of the Group's total borrowings as at December 31, 2008 were approximately HK\$11,005 million (2007 - HK\$11,117 million).

As at December 31, 2008, total borrowings of HK\$69 million (2007 - HK\$182 million) were guaranteed by members of HWL group in respect of loans to the Group's Thailand operations only. Under the terms of a credit support agreement between the Company and HWL group, the Company agreed to pay a guarantee fee charged at normal commercial rates. The Company has also provided a counter-indemnity in favour of HWL and its related companies in respect of such guarantees, for so long as there remains a guarantee liability. The total amount of fees paid to HWL group in 2008 in respect of these borrowings was HK\$10 million (2007 - HK\$54 million).

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

27. Borrowings (continued)

As at December 31, 2008, fixed assets and current assets of certain subsidiaries were used as collateral for certain of the borrowings. As at December 31, 2008, these fixed assets and current assets had a carrying value of HK\$1,131 million (2007 – HK\$4,971 million) and HK\$14 million (2007 – HK\$2,398 million) respectively. As at December 31, 2008, the Group had total current borrowings of HK\$7,652 million (2007 – HK\$5,083 million) and total non-current borrowings of HK\$3,348 million (2007 – HK\$5,937 million) respectively, HK\$948 million (2007 – HK\$4,600 million) of the Group's current borrowings and none of (2007 – HK\$1,807 million) the Group's non-current borrowings as at December 31, 2008 were secured.

During 2007, the Group provided intercompany loans to the Group's Thailand operations in US dollars totalling HK\$9,327 million to fully repay six outstanding commercial loan facilities with international lenders. In December 2006, the Bank of Thailand imposed unremunerated reserve requirements on the conversion of foreign currency into Thai Baht, which were subsequently removed on March 3, 2008. This affected the Group's ability to freely convert the US dollars proceeds to Thai Baht. To receive an exemption from the unremunerated reserve requirement imposed on conversion of foreign currency loan proceeds to Thai Baht, the Group entered into forward foreign exchange contracts with various banks in Thailand. As at December 31, 2007, the Group had US\$1,095 million outstanding under these forward foreign exchange contracts where the Group had commitments to sell Thai Baht and buy US dollars at pre-agreed rates (Note 18). All of these outstanding forward foreign exchange contracts were closed out during 2008.

28. Other Non-current Liabilities

| HK\$ millions | Note | 2007 | 2008 |
|--------------------------------------|------|--------------|--------------|
| Non-current license fees liabilities | (a) | 2,289 | 1,996 |
| Pension obligations (Note 34(a)) | | 13 | 107 |
| Employee retirement obligations | | 88 | 148 |
| Accrued expenses and other payables | | 161 | 207 |
| | | <u>2,551</u> | <u>2,458</u> |

(a) License fees liabilities

| HK\$ millions | 2007 | 2008 |
|--------------------------------------------------------------|--------------|--------------|
| License fees liabilities - minimal annual fees payments: | | |
| Not later than 1 year | 607 | 389 |
| After 1 year, but within 5 years | 1,981 | 1,989 |
| After 5 years | 1,911 | 1,208 |
| | <u>4,499</u> | <u>3,586</u> |
| Future finance charges on license fees liabilities | (1,633) | (1,232) |
| Present value of license fees liabilities | <u>2,866</u> | <u>2,354</u> |
| The present value of license fees liabilities is as follows: | | |
| Current portion of license fees liabilities (Note 26) | <u>577</u> | <u>358</u> |
| Non-current license fees liabilities: | | |
| After 1 year, but within 5 years | 1,384 | 1,395 |
| After 5 years | 905 | 601 |
| | <u>2,289</u> | <u>1,996</u> |
| Total license fees liabilities | <u>2,866</u> | <u>2,354</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

29. Share Capital

(a) Authorized share capital of the Company

The authorized share capital of the Company is comprised of 10 billion ordinary shares of HK\$0.25 each (2007 - 10 billion ordinary shares of HK\$0.25 each) and 1 million preference shares of US\$0.01 each (2007 - 1 million preference shares of US\$0.01 each).

(b) Issued share capital of the Company

| | <u>Number of shares</u> | <u>Issued and fully paid</u> <u>HK\$ millions</u> |
|-------------------------------------|-------------------------|------------------------------------------------------|
| Balance at January 1, 2007 | 4,765,972,542 | 1,191 |
| Issued during the year (Note 35(a)) | <u>16,190,333</u> | <u>4</u> |
| Balance at December 31, 2007 | <u>4,782,162,875</u> | <u>1,195</u> |
| Balance at January 1, 2008 | 4,782,162,875 | 1,195 |
| Issued during the year (Note 35(a)) | <u>32,183,333</u> | <u>9</u> |
| Balance at December 31, 2008 | <u>4,814,346,208</u> | <u>1,204</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

30. Reserves

| HK\$ millions | Share premium | Retained earnings / (Accumulated losses) | Cumulative translation adjustments | Fair value and other reserves | Investment revaluation reserves | Total |
|-----------------------------------------------------------------------------|---------------|------------------------------------------|------------------------------------|-------------------------------|---------------------------------|---------------|
| As at January 1, 2006, as previously reported | 21,187 | (7,114) | (441) | 117 | 1,233 | 14,982 |
| Retrospective adjustment in respect of adoption of the amendment to IAS 21 | — | (9) | 9 | — | — | — |
| As at January 1, 2006, as restated | 21,187 | (7,123) | (432) | 117 | 1,233 | 14,982 |
| Currency translation differences | — | — | 64 | 1 | — | 65 |
| Profit attributable to equity holders of the Company for the year | — | 201 | — | — | — | 201 |
| Transfer between reserves | — | (4) | — | 4 | — | — |
| Employee share option scheme – value of services provided | — | — | — | 96 | — | 96 |
| Issuance of ordinary shares arising from exercise of employee share options | 154 | — | — | (41) | — | 113 |
| Actuarial gains of defined benefit plans | — | 11 | — | — | — | 11 |
| As at December 31, 2006 | 21,341 | (6,915) | (368) | 177 | 1,233 | 15,468 |
| As at January 1, 2007 | 21,341 | (6,915) | (368) | 177 | 1,233 | 15,468 |
| Currency translation differences | — | — | 749 | 3 | — | 752 |
| Profit attributable to equity holders of the Company for the year | — | 66,884 | — | — | — | 66,884 |
| Relating to subsidiaries disposed of (Note 31(c)) | — | — | (1,115) | — | — | (1,115) |
| Dividend paid (Note 14) | — | (32,234) | — | — | — | (32,234) |
| Employee share option scheme – value of services provided | — | — | — | 207 | — | 207 |
| Issuance of ordinary shares arising from exercise of employee share options | 169 | — | — | (78) | — | 91 |
| Actuarial gains of defined benefit plans | — | 36 | — | — | — | 36 |
| As at December 31, 2007 | 21,510 | 27,771 | (734) | 309 | 1,233 | 50,089 |
| As at January 1, 2008 | 21,510 | 27,771 | (734) | 309 | 1,233 | 50,089 |
| Currency translation differences | — | — | (362) | (51) | — | (413) |
| Cash flow hedges | | | | | | |
| - effective portion of changes in fair value | — | — | — | (28) | — | (28) |
| - transfer from equity to income statement | — | — | — | 28 | — | 28 |
| Profit attributable to equity holders of the Company for the year | — | 1,883 | — | — | — | 1,883 |
| Relating to subsidiaries disposed of (Note 31(c)) | — | — | 37 | — | — | 37 |
| Relating to dilution of interest in a subsidiary | — | — | — | (11) | — | (11) |
| Dividend paid (Note 14) | — | (33,700) | — | — | — | (33,700) |
| Employee share option scheme – value of services provided | — | — | — | 78 | — | 78 |
| Issuance of ordinary shares arising from exercise of employee share options | 303 | — | — | (248) | — | 55 |
| Actuarial losses of defined benefit plans | — | (109) | — | — | — | (109) |
| As at December 31, 2008 | 21,813 | (4,155) | (1,059) | 77 | 1,233 | 17,909 |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

31. Notes to Consolidated Cash Flow Statement

(a) Purchase of subsidiaries

| HK\$ millions | 2006 | 2007 | 2008 |
|------------------------------------------------------------|--------------|----------|----------|
| Net assets acquired (excluding cash and cash equivalents): | | | |
| Fixed assets | 906 | — | — |
| Goodwill | 4,681 | — | — |
| Other intangible assets | | | |
| - telecommunications license | 264 | — | — |
| - brand name and customer base | 108 | — | — |
| Stocks | 3 | — | — |
| Trade and other receivables | 262 | — | — |
| Borrowings (Note (d)) | (3,238) | — | — |
| Trade and other payables | (1,020) | — | — |
| | <u>1,966</u> | <u>—</u> | <u>—</u> |
| Discharged by: | | | |
| Cash payment | — | — | — |
| Less: Cash and cash equivalents acquired | (41) | — | — |
| Total net cash consideration | (41) | — | — |
| Prepayment for acquisition of subsidiaries | 2,007 | — | — |
| | <u>1,966</u> | <u>—</u> | <u>—</u> |

(b) Purchase of transmission business

| HK\$ millions | 2006 | 2007 | 2008 |
|----------------------------------------------------------------------------|------------|----------|----------|
| Net assets acquired: | | | |
| Fixed assets | 137 | — | — |
| Other intangible assets | | | |
| - customer base | 48 | — | — |
| Deferred tax liabilities | (16) | — | — |
| | <u>169</u> | <u>—</u> | <u>—</u> |
| Discharged by: | | | |
| Cash payment | 124 | — | — |
| Negative goodwill recognized directly in the consolidated income statement | 45 | — | — |
| | <u>169</u> | <u>—</u> | <u>—</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

31. Notes to Consolidated Cash Flow Statement (continued)

(c) Disposal of subsidiaries

| HK\$ millions | 2006 | 2007 | 2008 |
|---------------------------------------------------------------|----------|---------------|------------|
| Net assets disposed of (excluding cash and cash equivalents): | | | |
| Fixed assets (Note 20) | 47 | 19,199 | 122 |
| Goodwill (Note 21) | — | 14,835 | 79 |
| Other intangible assets (Note 22) | — | 1,869 | 62 |
| Other non-current assets | — | 471 | — |
| Stocks | 61 | 73 | 27 |
| Deferred tax assets (Note 25) | 3 | 1,228 | — |
| Trade and other receivables | 250 | 7,306 | 54 |
| Borrowings (Note (d)) | (63) | (18,547) | (4) |
| Trade and other payables | (273) | (18,214) | (115) |
| Cost, fees and expenses, accrued and paid | — | 4,019 | 39 |
| Taxation | (20) | (252) | — |
| Derivative financial liabilities | (3) | (92) | — |
| Other long-term liabilities | — | (353) | (21) |
| Deferred tax liabilities (Note 25) | — | (791) | — |
| Exchange reserve (Note 30) | — | (1,115) | 37 |
| Intercompany balance assigned to vendor | — | 8,681 | — |
| Minority interest (Note (d)) | — | (4,475) | — |
| | <u>2</u> | <u>13,842</u> | <u>280</u> |
| Profit on disposal of subsidiaries | <u>—</u> | <u>69,343</u> | <u>298</u> |
| | <u>2</u> | <u>83,185</u> | <u>578</u> |
| Satisfied by: | | | |
| Cash payment | 105 | 84,663 | 583 |
| Less: Cash and cash equivalents disposed of | (103) | (1,478) | (5) |
| | <u>2</u> | <u>83,185</u> | <u>578</u> |

(d) Analysis of changes in financing during the year

| HK\$ millions | Borrowings | Minority interest | Total |
|----------------------------------------------------------|---------------|-------------------|---------------|
| As at January 1, 2006 | 26,692 | 3,652 | 30,344 |
| New loans | 33,605 | — | 33,605 |
| Repayment of loans | (25,532) | (188) | (25,720) |
| Net cash generated from/(used in) financing activities | 8,073 | (188) | 7,885 |
| Minority interest in profit | — | 1,375 | 1,375 |
| Exchange translation differences | 1,396 | 256 | 1,652 |
| Relating to subsidiaries acquired (Note (a)) | 3,238 | — | 3,238 |
| Relating to additional interest in subsidiaries acquired | — | (524) | (524) |
| Relating to a subsidiary disposed of (Note (c)) | (63) | — | (63) |
| Relating to exercise of share options of a subsidiary | — | 67 | 67 |
| Equity contribution from minority shareholders | — | 1,368 | 1,368 |
| Dividend paid to minority shareholders | — | (266) | (266) |
| Share of other reserves | — | 17 | 17 |
| Actuarial gains of defined benefit plans | — | 1 | 1 |
| Amortization of loan facility fees | 81 | — | 81 |
| As at December 31, 2006 | <u>39,417</u> | <u>5,758</u> | <u>45,175</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

31. Notes to Consolidated Cash Flow Statement (continued)

(d) Analysis of changes in financing during the year (continued)

| HK\$ millions | Borrowings | Minority interest | Total |
|--------------------------------------------------------|---------------|-------------------|---------------|
| As at January 1, 2007 | 39,417 | 5,758 | 45,175 |
| New loans | 7,847 | 608 | 8,455 |
| Repayment of loans | (20,184) | — | (20,184) |
| Net cash (used in)/generated from financing activities | (12,337) | 608 | (11,729) |
| Minority interest in profit | — | 892 | 892 |
| Fair value gain on derivative instruments | (530) | — | (530) |
| Settlement of derivative instruments | 473 | — | 473 |
| Relating to a subsidiary disposed of (Note (c)) | (18,547) | (4,475) | (23,022) |
| Relating to exercise of share options of a subsidiary | — | 117 | 117 |
| Dividend paid to minority shareholders | — | (594) | (594) |
| Share of other reserves | — | 16 | 16 |
| Actuarial gains of defined benefit plans | — | 2 | 2 |
| Amortization of loan facility fees | 78 | — | 78 |
| Exchange translation differences | 2,466 | 528 | 2,994 |
| As at December 31, 2007 | <u>11,020</u> | <u>2,852</u> | <u>13,872</u> |

| HK\$ millions | Borrowings | Minority interest | Total |
|-----------------------------------------------------------------------|---------------|-------------------|---------------|
| As at January 1, 2008 | 11,020 | 2,852 | 13,872 |
| New loans | 9,333 | 6 | 9,339 |
| Repayment of loans | (9,375) | — | (9,375) |
| Net cash (used in)/generated from financing activities | (42) | 6 | (36) |
| Minority interest in profit | — | 1,036 | 1,036 |
| Settlement of derivative instruments | 11 | — | 11 |
| Relating to a subsidiary disposed of (Note (c)) | (4) | — | (4) |
| Relating to exercise of share options of a subsidiary | — | 40 | 40 |
| Dividend paid to minority shareholders | — | (1,006) | (1,006) |
| Share of other reserves | — | 10 | 10 |
| Actuarial losses of defined benefit plans | — | (2) | (2) |
| Amortization of loan facility fees | 33 | — | 33 |
| Relating to share buyback of a subsidiary | — | (481) | (481) |
| Relating to acquisition of additional equity interest in a subsidiary | — | 95 | 95 |
| Exchange translation differences | (18) | 66 | 48 |
| As at December 31, 2008 | <u>11,000</u> | <u>2,616</u> | <u>13,616</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

32. Contingent Liabilities

As at December 31, 2008, the Group had contingent liabilities in respect of the following:

- (a) performance guarantees amounting to approximately HK\$50 million (2007 – HK\$60 million).
- (b) a guarantee amounting to approximately HK\$503 million (2007 – Nil) to a bank as collateral to a performance bond required by the OFTA in Hong Kong under the terms of the mobile telecommunications license granted to a subsidiary.
- (c) a total of 18 claims against the Company’s subsidiary in Israel, Partner Communications, and, in some such claims, together with other cellular operators in Israel, each with a motion to certify as class action, in respect of the following:

| In approximate HK\$ millions | Amount of claim | |
|-----------------------------------------------------------------------------------|-----------------|-------|
| | 2007 | 2008 |
| Alleged violation of antitrust law | 238 | 246 |
| Alleged consumer complaints | 5,025 | 1,719 |
| Alleged unauthorized erection of cellular antennas, causing environmental damages | 1,980 | 2,050 |

At this stage, and until the claims are recognized as class actions, the Company and Partner Communications are unable to evaluate the probability of success of such claims and therefore no provision has been made.

- (d) a potential claim of approximately NIS 42.5 million (approximately HK\$87 million) (2007 – Nil) by the Ministry of Communications in Israel (the “MOC”) in respect of the past use of certain frequency band by Partner Communications pursuant to an agreement made between Partner Communications and the Palestinian mobile operator being allocated such frequency band, which agreement was endorsed by the MOC.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

33. Commitments

Outstanding Group commitments not provided for in the financial statements are as follows:

(a) Capital commitments

| HK\$ millions | Contracted but not provided for | | Authorized but not contracted for (Note) | |
|-----------------------------------------------------------------------------------------|---------------------------------|--------------|------------------------------------------|--------------|
| | 2007 | 2008 | 2007 | 2008 |
| Telecommunications, mobile network | 2,870 | 9,167 | 4,512 | 1,503 |
| Telecommunications, fixed network | 261 | 456 | 375 | 508 |
| Investment commitment in respect of capital contribution to jointly-controlled entities | — | 16 | — | — |
| Share of the capital commitment of jointly-controlled entities | — | — | — | 4 |
| | <u>3,131</u> | <u>9,639</u> | <u>4,887</u> | <u>2,015</u> |

Note: The Group, as part of its budgeting process, estimates future capital expenditures as shown above. These estimates are subject to a vigorous authorization process before the expenditure is committed.

(b) Operating lease commitments

The Group had future aggregate minimum lease payments under non-cancellable operating leases as follows:

| HK\$ millions | Land and buildings | | Other assets | |
|---------------------------------------------------|--------------------|--------------|--------------|--------------|
| | 2007 | 2008 | 2007 | 2008 |
| Not later than one year | 690 | 785 | 290 | 517 |
| Later than one year and not later than five years | 1,225 | 1,429 | 157 | 2,260 |
| Later than five years | 805 | 883 | 1 | 3,506 |
| | <u>2,720</u> | <u>3,097</u> | <u>448</u> | <u>6,283</u> |

The above operating lease commitments included certain leases whereby the Group is the lessee in respect of the base station towers under the Master Lease Agreement as set out in Note 10(b) and under a tower lease agreement with another telecommunications operator of HK\$2,955 million and HK\$2,919 million respectively. These leases typically run for an initial period of twelve years, with an option to renew the lease for another six years. In addition, as stipulated in the Master Lease Agreement, at the end of the initial period of twelve years and the extended period of eighteen years, the lessee has an option to acquire the tower sites at a pre-agreed price. None of the leases includes contingent rentals.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

33. Commitments (continued)

(c) Acquisition of telecommunications license for third generation mobile services

In October 2001, a subsidiary of the Company was issued a 3G license in the 1900-2200-MHz radio spectrum for Hong Kong ("License") for a duration of 15 years. For the first five years of the term of the License, fixed annual license fees were payable. Beginning from the sixth year of the License, variable license fees payable amount to 5% of network turnover (as defined in the License) in respect of the relevant year; or the Appropriate Fee (as defined in the License) in respect of the relevant year whichever is greater. The net present value of the Appropriate Fee has already been recorded as license fees liabilities.

(d) Royalties commitments

As at December 31, 2008, Partner Communications is committed to pay royalties to the Government of Israel at 2% on its "income from cellular services" as defined in the "Telecommunications (Royalties) Regulations, 2001" which includes all kinds of income of Partner Communications from the provision of telecommunications services under the license - including airtime, roaming services and non-recurring connection fees, but excluding income transferred to another holder of a communications license and deducting bad debts, payments to another communications licensee in respect of interconnection, payments for roaming services to foreign operators and expenses related to the sale of equipment. The rate of royalty payments paid by cellular operators has been reduced annually by 0.5% since January 1, 2006 and will continue to be reduced until it reaches 1%.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

34. Employee Retirement Benefits

The Group operates a number of defined benefit and defined contribution plans, the assets of which are held independently of the Group's assets in trustee administered funds.

(a) Defined benefit plans

The Group's defined benefit plans represent principally contributory final salary pension plans in Hong Kong. As at December 31, 2008, the Group's plans were valued by the independent qualified actuaries using the projected unit credit method to account for the Group's pension accounting costs.

The amounts recognized in the consolidated balance sheet are as follows:

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|-------------------------------|-------------|-------------|
| Pension assets (Note 23) | (20) | — |
| Pension obligations (Note 28) | 13 | 107 |
| | <u>(7)</u> | <u>107</u> |

The principal actuarial assumptions used for accounting purposes are as follows:

| | <u>2007</u> | <u>2008</u> |
|-----------------------------------------------------------|----------------------|----------------------|
| Discount rate applied to defined benefit plan obligations | 3.20% - 10.00% | 1.60% - 12.00% |
| Expected return on plan assets | 8.00% - 10.00% | 0.00% - 7.00% |
| Future salary increases | 4.00% - 10.00% | 0.00% - 12.00% |
| Interest credited on plan accounts | <u>5.00% - 6.00%</u> | <u>5.00% - 6.00%</u> |

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|--------------------------------------------------------------------|-------------|-------------|
| The amount recognized in the consolidated income statement: | | |
| Current service cost | 29 | 33 |
| Interest cost | 8 | 7 |
| Expected return on scheme assets | (16) | (19) |
| Total, included in staff costs (Note 7) | <u>21</u> | <u>21</u> |

| HK\$ millions | <u>2007</u> | <u>2008</u> |
|-----------------------------------------------------------------|-------------|-------------|
| The amount recognized in the consolidated balance sheet: | | |
| Present value of funded plans' obligations | 213 | 245 |
| Present value of unfunded plans' obligations | 13 | 19 |
| Less: Fair value of plan assets | (233) | (157) |
| (Asset)/Liability recognized in consolidated balance sheet | <u>(7)</u> | <u>107</u> |

| | | |
|-------------------------------------------------------------------------------|----------|----------|
| The limit of net assets to be recognized: | | |
| Cumulative unrecognized net actuarial losses and past service cost | — | — |
| Present value of available future refunds or reduction in future contribution | 25 | 10 |
| Limit per IAS 19 paragraph 58/58A/58B | 25 | 10 |
| Net pension (assets)/liabilities recognized in consolidated balance sheet | (7) | 107 |
| Reduction of net asset due to the limit | <u>—</u> | <u>—</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

34. Employee Retirement Benefits (continued)

(a) Defined benefit plans (continued)

| HK\$ millions | 2007 | 2008 |
|-----------------------------------------------------------------------------------|-------------|--------------|
| Changes in present value of the defined benefit obligations | | |
| Beginning of year | 202 | 226 |
| Current service cost net of employee contributions | 29 | 33 |
| Actual employee contributions | 1 | 1 |
| Interest cost | 8 | 7 |
| Actuarial losses on obligations | 4 | 22 |
| Actual benefits paid | (19) | (23) |
| Net transfer in liabilities | 1 | — |
| Exchange differences | — | (2) |
| End of year | <u>226</u> | <u>264</u> |
| Changes in the fair value of the plan assets | | |
| Beginning of year | 187 | 233 |
| Expected return on plan assets | 16 | 19 |
| Actuarial gains/(losses) on plan assets | 42 | (87) |
| Actual company contributions | 6 | 15 |
| Actual benefits paid | (19) | (23) |
| Net transfer in assets | 1 | — |
| End of year | <u>233</u> | <u>157</u> |
| The analysis of the fair value of plan assets at end of year is as follows | | |
| Equity instruments | 154 | 84 |
| Debt instruments | 41 | 39 |
| Other assets | 38 | 34 |
| | <u>233</u> | <u>157</u> |
| HK\$ millions | 2007 | 2008 |
| The experience adjustments are as follows: | | |
| Fair value of plan assets | 233 | 157 |
| Present value of funded plans' obligations | (213) | (245) |
| Present value of unfunded plans' obligations | (13) | (19) |
| Surplus/(deficit) | <u>7</u> | <u>(107)</u> |
| Experience adjustments on plan assets | <u>42</u> | <u>(87)</u> |
| Percentage of plan assets (%) | <u>18</u> | <u>(55)</u> |
| Experience adjustments on plan obligations | <u>(8)</u> | <u>(9)</u> |
| Percentage of plan obligations (%) | <u>4</u> | <u>3</u> |

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

34. Employee Retirement Benefits (continued)

(a) Defined benefit plans (continued)

The actual return on plan assets during the year ended December 31, 2008 was loss of HK\$68 million (2007 – gain of HK\$58 million).

The accumulated actuarial losses recognized in the statement of recognized income and expense as at December 31, 2008 was HK\$97 million (2007 – accumulated actuarial gains of HK\$14 million).

Contributions to fund the obligations are based upon the recommendations of independent qualified actuaries for each of the Group's pension plans to fully fund the relevant schemes on an ongoing basis. The realization of the surplus/deficit is contingent upon the realization of the actuarial assumptions made which is dependent upon a number of factors including the market performance of plan assets. Funding requirements of the Group's major defined benefit plans are detailed below.

The Group operates two principal plans in Hong Kong. One plan, which has been closed to new entrants since 1994, provides benefits based on the greater of the aggregate of the employee and employer vested contributions plus a minimum interest thereon of 6% per annum, and a benefit derived by a formula based on the final salary and years of service. A formal independent actuarial valuation, undertaken for funding purposes under the provision of Hong Kong's Occupational Retirement Schemes Ordinance ("ORSO"), at June 30, 2006 reported a funding level of 108% of the accrued actuarial liabilities on an ongoing basis. The valuation used the aggregate cost method and the main assumptions in the valuation are an investment return of 6.0% per annum and salary increases of 4.0%. The valuation was performed by Tian Keat Aun, a Fellow of The Institute of Actuaries, of Watson Wyatt Hong Kong Limited. The second plan provides benefits equal to the employer vested contributions plus a minimum interest thereon of 5% per annum. As at December 31, 2008, the plan is fully funded for the funding of vested benefits in accordance with the ORSO funding requirements.

(b) Defined contribution plans

The employees of certain subsidiaries are entitled to receive benefits from a provident fund, which is a defined contribution plan. The employee and the employer both make monthly contributions to the plan at a predetermined rate of the employees' basic salary. The Group has no further obligations under the plan beyond its monthly contributions. The Fund is administered and managed by the relevant government agencies. Forfeited contributions totalling HK\$0.2 million (2007 – HK\$1 million) were used to reduce the current year's level of contribution.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

35. Equity Compensation Benefits

(a) Share options of the Company

On September 17, 2004, the Company approved and adopted by a resolution of the then sole shareholder of the Company a share option scheme (the “Share Option Scheme”). The Share Option Scheme was further approved at the extraordinary general meeting of shareholders of HWL on May 19, 2005, subsequently amended by written resolutions of the Directors of the Company passed on July 12, 2005 and February 9, 2006 respectively, and further amended by an ordinary resolution passed at the extraordinary general meeting of the Company held on May 8, 2007 and the annual general meeting of HWL on May 22, 2008.

Share options have been granted to directors and employees. The exercise price of the options granted is equal to the average closing price of the Company’s shares for the five business days immediately preceding the date of the offer for grant and the closing price of the Company’s shares on such date, whichever is higher. The options are exercisable starting one year from the grant date; the options have a contractual option term of ten years. The Group has no legal or constructive obligation to repurchase or settle the options in cash.

As at December 31, 2008, details of share options granted under the Share Option Scheme are as follows:

| Option series | Number of share options granted (in thousands) | Grant date | Expiry date ⁽⁴⁾ | Exercise price per share option |
|---------------|------------------------------------------------|-------------------|----------------------------|---------------------------------|
| 2005 grant | 76,300 | August 8, 2005 | August 7, 2015 | HK\$ 1.95 ⁽¹⁾ |
| 2007 grant | 13,850 | November 23, 2007 | November 22, 2017 | HK\$ 4.51 ⁽²⁾ |
| 2008 grant | 5,000 | December 12, 2008 | December 11, 2018 | HK\$ 2.20 |
| 2008 grant | 4,383 ⁽³⁾ | December 15, 2008 | December 14, 2018 | HK\$ 4.51 |

1. The exercise price for the 2005 grant was adjusted from HK\$8.70 to HK\$1.95 per share on June 29, 2007 as a result of the payment of Transaction Special Dividend (Note 14) and pursuant to the terms of the Share Option Scheme of the Company as amended by the ordinary resolution duly passed by shareholders of the Company and HWL on May 8, 2007 and May 22, 2008 respectively.
2. The exercise price for 8,767 thousand share options under the 2007 grant was adjusted from HK\$11.51 to HK\$4.51 per share on December 2, 2008 as a result of the special dividend paid in 2008 (Note 14) and pursuant to the terms of the Share Option Scheme of the Company as amended by the ordinary resolution duly passed by shareholders of the Company and HWL on May 8, 2007 and May 22, 2008 respectively.
3. 4,383 thousand share options with an exercise price of HK\$11.51 per share under the 2007 grant were vested and unexercised as at the payment of the special dividend on December 2, 2008 (see Note 14). Those share options were cancelled in accordance with the terms of the Share Option Scheme and the relevant option holders were granted a total of 4,383 thousand share options with an exercise price of HK\$4.51 per share on December 15, 2008 (the “Replacement options”).
4. In accordance with the terms of the Share Option Scheme, one third of the share options are vested and exercisable on the expiry of each of the first, second and third year after the date of the offer of grant, except for the Replacement options, which, upon acceptance, are vested and exercisable immediately from the date of the offer for grant.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

35. Equity Compensation Benefits (continued)

(a) Share options of the Company (continued)

The movements in the number of share options outstanding and their related weighted average exercise price are as follows:

| | 2007 | | 2008 | |
|---------------------|-------------------------------------------|----------------------------------------------|-------------------------------------------|----------------------------------------------|
| | Weighted average exercise price per share | Number of share options involved (thousands) | Weighted average exercise price per share | Number of share options involved (thousands) |
| As at January 1 | HK\$ 8.70 | 50,457 | HK\$ 4.72 | 47,783 |
| Granted | HK\$11.51 | 13,850 | HK\$ 3.28 | 9,383 |
| Forfeited | HK\$ 1.95 | (333) | HK\$ 4.68 | (2,450) |
| Cancelled | — | — | HK\$11.51 | (4,383) |
| Exercised (Note 29) | HK\$ 5.88 | (16,191) | HK\$ 1.95 | (32,183) |
| As at December 31 | <u>HK\$ 4.72</u> | <u>47,783</u> | <u>HK\$ 3.87</u> | <u>18,150</u> |

The options under the 2005 grant were fully exercised during the year ended December 31, 2008.

As at December 31, 2008, out of the 18,150 thousand outstanding share options (2007 – 47,783 thousand), 4,383 thousand (2007 – 13,750 thousand) share options were exercisable. 32,183 thousand share options exercised in 2008 were all issued at HK\$1.95 each (2007 – HK\$8.70 each for 9,424 thousand shares and HK\$1.95 each for 6,767 thousand shares). The related weighted average share price at the time of exercise was HK\$9.94 per share (2007 – HK\$13.51). Out of the 18,150 thousand outstanding share options, 8,767 thousand, 5,000 thousand and 4,383 thousand share options are expiring on November 22, 2017, December 11, 2018 and December 14, 2018 respectively.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

35. Equity Compensation Benefits (continued)

(a) Share options of the Company (continued)

The Company uses the Black-Scholes model to measure the fair value of services received in return for share options granted with the following inputs:

| <u>Inputs into the model</u> | <u>2007 grant</u> | | <u>2008 grant</u> | |
|--------------------------------------------|-------------------|-------------------------------|-------------------|------------------------------------------|
| | <u>Original</u> | <u>Modified⁽¹⁾</u> | <u>New Grant</u> | <u>Replacement options⁽²⁾</u> |
| Risk-free interest rate (%) ⁽³⁾ | 3.145 | 1.626 | 1.559 | 1.496 |
| Expected life (years) | 5.5 to 6.5 | 5.0 to 5.5 | 5.5 to 6.5 | 4.5 |
| Expected volatility (%) ⁽⁴⁾ | 28.00 | 37.68 | 37.68 | 37.68 |

- 1 Subsequent to the adjustment in exercise price of 8,767 thousand share options under the 2007 grant on December 2, 2008, the inputs to measure the fair value of options were reviewed and hence the weighted average fair value per option granted was increased from HK\$2.66 to HK\$2.84.
- 2 The Replacement options are accounted for in the same way as a modification of the original grant of share options. The inputs to measure the fair value of options were reviewed and hence the weighted average fair value per option granted was increased from HK\$2.53 to HK\$2.77.
- 3 The risk-free interest rate was determined based on the yield of 5 or 7 year exchange fund notes at the period of grant/modification.
- 4 Expected volatility:
 - i. The expected volatility for the 2007 grant was determined by taking the average of statistical analysis of daily share prices of the Company over the last one year up to November 23, 2007 with ex-dividend share price adjusted and statistical analysis of daily share prices of the Company from date of dividend payment to November 23, 2007.
 - ii. The expected volatility for the 2007 grant modification and 2008 grant was determined based on statistical analysis of daily share prices of the Company over last one year up to November 24, 2008.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

35. Equity Compensation Benefits (continued)

(b) Employee stock option plans of Partner Communications Company Ltd.

Partner Communications became the Group's subsidiary since April 2005.

In July 2004, the board of directors of Partner Communications approved an employee stock option plan (as amended on March 1, 2006) (the "2004 Plan") for options to be granted to employees under the provisions of the capital gain's tax route provided for in section 102 of the Israeli Income Tax Ordinance. A total number of 5,775,000 ordinary shares of Partner Communications (the "Partner Communications Shares") were reserved for issuance upon the exercise of 5,775,000 options to be granted without consideration. At the annual general meeting of the Company and HWL held on May 6, 2008 and May 22, 2008 respectively, shareholders of the Company and HWL approved the proposed refreshment of the maximum number of the Partner Communications Shares which may be issued upon the exercise of all options to be granted under the 2004 Plan and any other share option scheme(s) of Partner Communications, by up to 8,142,000 Partner Communications Shares to be issued pursuant to the 2004 Partner Share Option Plan, representing approximately 5.17% of Partner Communications Shares in issue as at the relevant date of approval. At the annual general meeting held on May 22, 2008, the shareholders of HWL also approved certain additional amendments to the 2004 Plan, which include among others, (i) increasing the total number of Partner Communications Shares reserved for issuance upon exercise of options to be granted under the 2004 Plan by 8,142,000 Partner Communications Shares, (ii) introducing provisions to allow acceleration in vesting of unvested options or the exercise of vested options in the event of change in control or voluntary winding up of Partner Communications, and (iii) allowing upon compliance with conditions specified therein, cashless exercise of vested options under the 2004 Plan.

The Partner Communications Compensation Committee has the authority to determine the exercise price per share (the "Option Exercise Price"). The Option Exercise Price will be determined by taking the consideration of the average market price of Partner Communications Shares for the 30 trading days preceding the day on which the options are granted, less 15%. The options vest in four equal annual batches, provided the employee is still in employment. The options are exercisable after the day of vesting but no later than the expiration of the exercise period, which will be fixed by the Partner Communications Compensation Committee and will not exceed ten years from the date of grant.

The board of directors of Partner Communications adopted the 1998 Employee Stock Option Plan (the "1998 Plan") and 2000 Employee Stock Option Plan (the "2000 Plan") in 1998 and 2000 respectively. Until November 2003, Partner Communications granted options to senior managers and other employees pursuant to the 1998 Plan and the 2000 Plan. In November 2003, the 1998 Plan and the 2000 Plan were amended to conform to the changes in the Israeli Income Tax Ordinance (New Version), 1961. As a result, any grant of options after November 2003 would be subject to the terms of the 2000 Plan as so amended, referred to as the 2003 Amended Plan. Options granted under the 1998 Plan, 2000 Plan and 2003 Amended Plan, which were approved by Partner Communications prior to Partner Communications becoming a subsidiary of the Company in April 2005, will remain valid but no further grant of options will be made under the aforesaid three Plans without the board of directors of Partner Communications approving relevant amendments being made necessary by the changes in Israeli laws and other regulatory requirements, as applicable and until they are approved by shareholders of the Company and HWL respectively. On March 26, 2008, the board of directors of Partner Communications approved the termination of the 1998 Plan, the 2000 Plan and 2003 Amended Plan. Since then, no further share options will be granted under these three plans, and all outstanding share options thereunder will remain valid and bear all terms and conditions of the relevant option plans.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

35. Equity Compensation Benefits (continued)

(b) Employee stock option plans of Partner Communications Company Ltd. (continued)

The weighted average fair value of options granted during the year was determined using the Black-Scholes valuation model that uses the assumptions noted in the following table:

| | 2007 | 2008 |
|--------------------------------|---------|---------|
| Risk-free interest rate | 4.1% | 4.25% |
| Weighted average expected life | 4 years | 3 years |
| Expected volatility | 26% | 24% |

The movements in the number of share options outstanding and their related weighted average exercise price are as follows:

| | 2007 | | 2008 | |
|----------------------------|-------------------------------------------------|----------------------------------------------|-------------------------------------------------|----------------------------------------------|
| | Weighted average exercise price per share (NIS) | Number of share options involved (thousands) | Weighted average exercise price per share (NIS) | Number of share options involved (thousands) |
| As at January 1 | 27.78 | 5,073 | 36.06 | 2,864 |
| Granted | 53.33 | 841 | 66.05 | 76 |
| Forfeited/Expired | 27.33 | (246) | 29.62 | (142) |
| Exercised | 27.00 | (2,804) | 29.38 | (567) |
| As at December 31 | <u>36.06</u> | <u>2,864</u> | <u>39.21</u> | <u>2,231</u> |
| Exercisable at December 31 | <u>28.24</u> | <u>625</u> | <u>33.64</u> | <u>1,031</u> |

36. Ultimate Holding Company

As at December 31, 2008, the Company was owned as to 60.36% by HWL with the remaining shares being widely held. The Directors regarded HWL as the Company's ultimate holding company.

37. Related Party Transactions

For the purposes of these financial statements, parties are considered to be related to the Group if the party has the ability, directly or indirectly, to exercise significant influence over the Group in making financial and operating decisions, or vice versa. Related parties may be individuals (being members of key management personnel, significant shareholders and / or their close family members) or other entities and include entities which are under the significant influence of related parties of the Group where those parties are individuals.

Related Party Group:

- Hutchison Group — HWL together with its direct and indirect subsidiaries.

Transactions between the Company and its subsidiaries have been eliminated on consolidation. Transactions between the Group and other related parties during the year are summarized below:

(a) Key management personnel remuneration

No transaction has been entered with the directors of the Company (being the key management personnel) during the year other than the emoluments paid to them (being the key management personnel remuneration) as disclosed in Note 7(a).

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

37. Related Party Transactions (continued)

(b) Transactions with Hutchison Group:

| HK\$ millions | 2006 | 2007 | 2008 |
|------------------------------------------------------------------|----------|-----------|-----------|
| Provision for fixed telecommunications and other services | (68) | (62) | (79) |
| Provision for mobile telecommunications services | (22) | (27) | (22) |
| Rental expenses on lease arrangements | 57 | 53 | 55 |
| Bill collection services fee expenses | 11 | 13 | 14 |
| Roaming arrangement fee income | (3) | (13) | (23) |
| Sharing of services arrangements | 29 | 30 | 32 |
| Dealership services fee expenses | 21 | 22 | 27 |
| Global procurement services arrangements expense | 26 | 10 | 17 |
| Provision of data center services | (19) | (18) | (20) |
| Purchase of handset and accessories | 1,239 | 1,101 | 144 |
| Purchase of office supplies | 7 | 12 | 12 |
| Advertising and promotion expenses | 17 | 25 | 24 |
| Guarantee and other finance fees | 95 | 54 | 10 |
| Interest income on non-current amount due from a related company | (6) | (3) | — |
| Purchase of equipment | <u>—</u> | <u>21</u> | <u>15</u> |

(c) Balances with Hutchison Group:

| HK\$ millions | Note | 2007 | 2008 |
|-------------------------------|------|-------------|-------------|
| Payables to related companies | (i) | <u>(61)</u> | <u>(43)</u> |

- (i) The payables to related companies arose during the ordinary course of business are unsecured, interest free and repayable on demand.
- (ii) During the year, the Group was granted a secured revolving credit and term loan facility of a maximum aggregate amount of US\$2,500 million (approximately HK\$19,376 million) from an indirect subsidiary of HWL at an interest rate of LIBOR + 2.45% per annum with final maturity date on November 15, 2011. The facility is secured by the assets, rights and business and the issued share capital of the Company and any of its subsidiaries that utilize the facility and is guaranteed by HWL. As at December 31, 2008, the Group had not used the facility.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

38. Subsequent Events

The following events occurred subsequent to December 31, 2008 up to the date of approval of these financial statements by the Board:

- (a) In January 2009, a jointly-controlled entity in which the Group effectively holds a 38% interest, was provisionally awarded a spectrum to operate Broadband Wireless Access services. Following the payment in cash of a spectrum utilization fee of HK\$518 million and the provision of a performance bond in the amount of HK\$150 million to the OFTA, a unified carrier license for this spectrum was issued to the jointly-controlled entity in March 2009.
- (b) In April 2009, the Group acquired an additional 5% equity interest and certain shareholder loan interests in its Indonesia operations.
- (c) In April 2009, the Group: (i) entered into a loan agreement to advance US\$55 million (approximately HK\$426.3 million) to a subsidiary of HCPT's minority shareholder at an interest of 3% per annum; (ii) acquired, for consideration of US\$1, the benefits of shareholder loans of approximately US\$91.4 million made by HCPT's minority shareholder to HCPT; and (iii) was granted an option to purchase up to 2,274,615 shares of HCPT exercisable by notice in writing at any time during a twenty-year period and on an unlimited number of occasions. The exercise of the option is conditional upon any prior approval from, registrations with or notifications to any government bodies in Indonesia, including Indonesian Capital Investment Coordinating Board and the Ministry of Communications, that may be legally required at the relevant time to effect the transfer of the shares and upon obtaining shareholders' approval.
- (d) In April 2009, the facility entered into with an indirect subsidiary of HWL as mentioned in Notes 2(a) and 37(c)(ii) was amended and restated, pursuant to which an indirect subsidiary of HWL agreed to make available to the Group a senior secured term loan/revolving credit facility in the maximum aggregate amount of US\$1,790 million (approximately HK\$13,872.5 million). The facility bears interest at the rate of LIBOR + 2.45% per annum.
- (e) In May 2009, the Group completed the Distribution as described in more detail in Note 14(b).

39. US Dollar Equivalents

The US dollar equivalents of the figures shown in the financial statements are supplementary information and have been translated at HK\$7.7499 to US\$1.00. Such translation should not be construed as representations that the Hong Kong dollar amounts represent, or have been or could be converted into, US dollar at that or any other rate.

HUTCHISON TELECOMMUNICATIONS INTERNATIONAL LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

40. Principal Subsidiaries and Jointly-controlled Entities

Particulars of the principal subsidiaries and jointly-controlled entities as at 31 December 2008 are as follows:

| Subsidiaries and jointly-controlled entities | Place of incorporation / registration and operation | Currency | Nominal value of issued ordinary share capital / registered capital | Percentage of equity interest attributable to the Group | Principal activities |
|--------------------------------------------------------------------------|-----------------------------------------------------|----------|---------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------|
| # BFKT (Thailand) Limited (Note 1) | Thailand | THB | 5,000,000 | 49% | Network leasing |
| # HCL Network Partnership | Hong Kong | HK\$ | 10,000 | 100% | Telecommunications network equipment leasing and provision of ancillary services |
| # Hutchison CAT Wireless MultiMedia Limited (Note 1) | Thailand | THB | 950,000,000 | 36% | Marketing of mobile telecommunications services |
| # Hutchison Global Communications Limited | Hong Kong | HK\$ | 20 | 100% | Fixed-line communications |
| # Hutchison GlobalCentre Limited | Hong Kong | HK\$ | 2 | 100% | Data centre facilities services |
| # Hutchison MultiMedia Services Limited | Hong Kong | HK\$ | 20 | 100% | Provision of internet services |
| # Hutchison Telecommunication Services Limited | Hong Kong | HK\$ | 20 | 100% | Mobile telecommunications retail operations |
| # Hutchison Telecommunications (Hong Kong) Limited | Hong Kong | HK\$ | 20 | 100% | Provision of management and treasury services |
| # Hutchison Telecommunications Information Technology (Shenzhen) Limited | China | HK\$ | 10,000,000 | 100% | Provision of information technology services |
| # Hutchison Telecommunications International (HK) Limited | Hong Kong | HK\$ | 2 | 100% | Provision of management services |
| # Hutchison Telecommunications Lanka (Private) Limited | Sri Lanka | LKR | 875,000,000 | 100% | Mobile telecommunications services |
| # Hutchison Telephone (Macau) Company Limited | Macau | MOP | 10,000,000 | 76% | Mobile telecommunications services |
| # Hutchison Telephone Company Limited | Hong Kong | HK\$ | 1,258,120 | 76% | Mobile telecommunications services |
| # Partner Communications Company Ltd. | Israel | NIS | 1,578,874 | 51% | Mobile telecommunications services |
| # PT. Hutchison CP Telecommunications | Indonesia | IDR | 649,890,000,000 | 60% | Mobile telecommunications services |
| * PLDT Italy S.r.l (Note 2) | Italy | Euro | 10,000 | 50% | Mobile telecommunications services |
| * Genius Brand Limited | Hong Kong | HK\$ | 10,000 | 38% | Mobile telecommunications services |

Note:

1. In addition to the Group's 49% and 36% beneficial interest in each of BFKT (Thailand) Limited and Hutchison CAT Wireless MultiMedia Limited respectively as disclosed above, the Group also holds call options over 51% and 30% beneficial interest in each of BFKT (Thailand) Limited and Hutchison CAT Wireless MultiMedia Limited, respectively.
 2. PLDT Italy S.r.l ("PLDT") is a contractual arrangement whereby the Group is one of the joint venture partners. Each of the two joint venturers will fund and manage PLDT on a 50:50 basis. The Group has no equity interest in PLDT but has the right to subscribe 50% of its equity interest at par value.
- # Principal subsidiaries
* Jointly-controlled entities

Exhibit 4.10

CONFIDENTIAL INFORMATION REDACTED

Tower Transfer Agreement

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Date 18 MARCH 2008

Parties

1. **PT. Hutchison CP Telecommunications**, a company duly incorporated under the laws of Indonesia of Menara Mulia, 10th Floor, Jl. Jend. Gatot Subroto Kav. 9-11, Jakarta Selatan 12930, Indonesia (the **Vendor**).
2. **PT Profesional Telekomunikasi Indonesia**, a company duly incorporated under the laws of Indonesia of Artha Graha Building, 16th Floor, Jl. Jend. Sudirman Kav. 52-53, Jakarta 12190, Indonesia (the **Purchaser**).

Recitals

- A The Vendor occupies, or has, or will have, a right to occupy, the Tower Sites under the Tower Site Leases.
- B The Vendor has agreed to sell and the Purchaser has agreed to purchase the Assets for the Purchase Price on the terms set out in this Agreement.
- C The Purchaser has agreed to grant to the Vendor certain rights in relation to the use of the Assets and the Tower Sites on the terms set out in the Master Lease Agreement and the Site Licences.

It is agreed as follows.

1. Definitions and Interpretation

Capitalised terms used in this Agreement and not otherwise defined shall have the respective meanings set out in Schedule 7 (*Definitions and Interpretation*). The interpretation provisions set out in Schedule 7 (*Definitions and Interpretation*) apply to this Agreement.

2. Deposit, Bid Bond, Exclusivity and Marketing Rights

2.1 The Deposit

- (a) On the date of this Agreement, the Purchaser must pay the Deposit into the Escrow Account.
- (b) The Deposit is to be dealt with in accordance with the terms and conditions set out in Schedule 8 (*The Deposit*).

2.2 Bid Bond

Upon receipt by the Escrow Bank of the full amount of the Deposit in accordance with clause 2.1(a) and Schedule 8 (*The Deposit*), the Vendor will upon confirmation from the Escrow Bank of the receipt of the Deposit immediately return to the Purchaser the Bid Bond (less any amounts drawn on the Bid Bond in accordance with its terms).

2.3 Exclusivity

- (a) During the term of this Agreement:
 - (i) the Purchaser will have the exclusive right to purchase the Assets from the Vendor; and
 - (ii) the Vendor and its Related Bodies Corporate and their respective officers, directors, employees, agents or representatives (including without limitation any investment bankers, brokers, financial advisors, finders, attorneys or accountants) will not, directly or indirectly, solicit or enter into any discussion, negotiations or agreement with any Third Party or otherwise provide any information to any Third Party in connection with or relating to the sale and purchase of the Assets.
- (b) The Purchaser acknowledges that the Vendor has, prior to the date of this Agreement, held a competitive bidding process for the sale and purchase of the Assets which has involved:
 - (i) the provision of information in relation to the Assets to Third Parties; and
 - (ii) Third Parties carrying out due diligence on the Assets.

2.4 Marketing Rights

In consideration of the Purchaser paying the Deposit to the Vendor in accordance with clause 2.1, the Vendor permits the Purchaser from the date of payment of the Deposit to market access to the Tower Sites (excluding the Reserved Capacity, as referred to in the Master Lease Agreement) to Third Parties for their use and occupation on the following conditions.

- (a) Any rights granted or to be granted to Third Parties do not derogate from the rights granted or to be granted to the Vendor pursuant to the Master Lease Agreement, the Site Licences or any other agreements entered into or to be entered into between the Vendor and the Purchaser.
- (b) The Vendor will provide to the Purchaser reasonable access to the Tower Sites in accordance with clause 5.3(c).
- (c) The Purchaser must comply at all times with all applicable Laws in relation to its marketing activities in respect of the Assets.
- (d) Any representation or agreement the Purchaser makes, gives or enters into (as the case may be) must be made, given or entered into expressly subject to:
 - (i) the Purchaser becoming the owner of the Tower Sites in accordance with this Agreement; and
 - (ii) the right of the Vendor to withdraw Tower Sites in accordance with clause 4.7.
- (e) The Purchaser must not in any way bind or purport to bind the Vendor to any agreement which it may enter into without the Vendor's prior written consent.
- (f) The Purchaser must not market rights in relation to any Withdrawn Assets of which it is notified in accordance with clause 4.7.

- (g) The Purchaser shall indemnify and keep indemnified on demand the Vendor against any Claim or Liability arising from or in connection with the Purchaser's acts or omissions pursuant to this clause 2.4.
- (h) Any costs incurred by the Vendor pursuant to this clause 2.4 which are to be reimbursed by the Purchaser, must be approved by the Purchaser prior to being incurred.

2.5 Execution of the Master Lease Agreement

- (a) At the same time as the Purchaser provides the executed counterpart of this Agreement to the Vendor, the Purchaser must provide the Master Lease Agreement (in the form set out in Annexure B) in duplicate executed by the Purchaser.
- (b) The Vendor will hold the Master Lease Agreement in escrow pending Tranche 1 Completion.
- (c) On Tranche 1 Completion, the Vendor will release the Master Lease Agreement from escrow and provide to the Purchaser one counterpart of the Master Lease Agreement executed by the Vendor in accordance with clause 7.3(b).

3. Initial Conditions Precedent and Termination

3.1 Initial Conditions Precedent

- (a) Tranche 1 Completion will not proceed unless and until the conditions (the *Initial Conditions Precedent*) set out in Schedule 10 (*Initial Conditions Precedent*) are fulfilled in accordance with this Agreement.
- (b) The Vendor shall deliver to the Purchaser a certificate, dated as of the Tranche 1 Completion Date and duly executed by an authorised representative of the Vendor, in form and substance reasonably satisfactory to the Purchaser, certifying that the Initial Conditions Precedent set out in clause 1 of Schedule 10 (*Initial Conditions Precedent*) have been satisfied (but subject to clause 3.4(a)).
- (c) The Purchaser shall deliver to the Vendor a certificate, dated as of the Tranche 1 Completion Date and duly executed by an authorised representative of the Purchaser, in form and substance reasonably satisfactory to the Vendor, certifying that the Initial Conditions Precedent set out in clause 2 of Schedule 10 (*Initial Conditions Precedent*) have been satisfied (but subject to clause 3.4(b)).

3.2 Parties must co-operate and act reasonably

- (a) Each party must co-operate with the other and do all things reasonably necessary to procure that the Initial Conditions Precedent are fulfilled prior to the Target Tranche 1 Closing Date or, if clause 3.5(a)(ii) applies, the Extended Tranche 1 Closing Date.
- (b) Each party must act reasonably in considering whether an Initial Condition Precedent is satisfied.

3.3 Specific obligations of co-operation

Without limiting the generality of clause 3.2:

- (a) each party must make all necessary and appropriate applications and supply all necessary and appropriate information for the purpose of enabling the Initial Conditions Precedent to be fulfilled;
- (b) no party may withdraw or procure the withdrawal of any application made or information supplied under paragraph (a);
- (c) each party must take all actions and do all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Completions contemplated by this Agreement;
- (d) no party may take any action that would or would be likely to prevent or hinder the fulfilment of the Initial Conditions Precedent; and
- (e) each party must:
 - (i) supply to the other party copies of all applications made and all information supplied for the purpose of enabling the Initial Conditions Precedent to be fulfilled;
 - (ii) keep the other party informed in a timely manner of the status of any discussions or negotiations with relevant third parties regarding the Initial Conditions Precedent; and
 - (iii) promptly notify the other party on becoming aware of the fulfilment of any Initial Condition Precedent or of any Initial Condition Precedent becoming incapable of being fulfilled.

3.4 Waivers of the Initial Conditions Precedent

- (a) The Initial Conditions Precedent set out in clauses 1(b), (d) and (f) of Schedule 10 (*Initial Conditions Precedent*) are for the benefit of the Purchaser and may only be waived by the Purchaser. Other conditions may only be waived by mutual agreement.
- (b) The Initial Conditions Precedent set out in clause 2 of Schedule 10 (*Initial Conditions Precedent*) are for the benefit of the Vendor and may only be waived by the Vendor.

3.5 Target Tranche 1 Closing Date, Extended Tranche 1 Closing Date and termination of this Agreement

- (a) Subject to paragraphs (b) to (g), if the Initial Conditions Precedent are not fulfilled or waived by:
 - (i) the date falling 4 months after the date of this Agreement (the **Target Tranche 1 Closing Date**), then, subject to paragraphs (c) and (d), the Purchaser may give written notice to the Vendor terminating this Agreement with effect from the date falling 15 Working Days after the date of such notice and except for this clause and the Specified Clauses, this Agreement will be null and void and of no effect without Liability to either party from the termination date specified in the notice; or

- (ii) where this Agreement has not been terminated under sub-paragraph (i), the date falling 12 months after the date of this Agreement (the *Extended Tranche 1 Closing Date*), then either party may give written notice to the other party terminating this Agreement with effect from the date falling 5 Working Days after the date of such notice and except for this clause and the Specified Clauses, this Agreement will be null and void and of no effect without Liability to either party from the termination date specified in the notice.
 - (b) A party will not be entitled to terminate this Agreement pursuant to paragraph (a) if:
 - (i) it has breached its obligations under clauses 3.2, 3.3 or 4.3; and/or
 - (ii) the Initial Conditions Precedent have been satisfied or waived on the termination date specified in the notice served under paragraph (a).
 - (c) The Vendor may, within the period from receipt (or deemed receipt in accordance with clause 14.1) of a valid notice terminating this Agreement until the expiration of the 15 Working Days referred to in paragraph (a)(i), serve a notice on the Purchaser advising that, subject to paragraph (d), the Purchaser will be:
 - (i) given full access to not less than 1,000 Tower Sites, such Tower Sites to be selected by the Purchaser from a list of Tower Sites provided by the Vendor which list must include those of the Tower Sites that have had issued a Conditional Acceptance Certificate, Provisional Acceptance Certificate or RFI Certificate, as the case may be; and
 - (ii) entitled:
 - (A) to co-locate Third Parties on those Tower Sites outside of the Vendor's three vertical metres of Reserved Capacity as contemplated in the Master Lease Agreement provided that the co-location agreements:
 - (1) are on usual commercial terms; and
 - (2) do not exceed a period of 10 years and 8 months from the date of the Purchaser's notice served under paragraph (c);
 - (B) to retain the income from those Tower Sites if the Vendor fails to transfer such Tower Sites at Completion,
- and the Purchaser shall indemnify and keep indemnified on demand the Vendor against any Claim or Liability arising from or in connection with the Purchaser's co-location of Third Parties on those Tower Sites.
- (d) The Purchaser's rights granted under paragraph (c), including the Purchaser's entitlement to retain income from Third Parties, will cease on the date of termination of this Agreement by the Vendor pursuant to clauses 3.6(a) or 3.8(a).
 - (e) Where the Vendor serves a notice under paragraph (c) and complies with its obligations to provide access, this Agreement will not terminate under paragraph (a)(i).
 - (f) The Extended Tranche 1 Closing Date may be extended by either party by giving to the other party notice in writing of a later date (being not more than 90 days from the initial Extended Tranche 1 Closing Date) if such notice is given not less than 20 Working Days prior to the current Extended Tranche 1 Closing Date.

- (g) Each of the parties may serve more than one notice under paragraph (f) provided that the aggregate number of days of extension in the notices is not more than 90 days from the initial Extended Tranche 1 Closing Date.

3.6 Termination by action prior to the Tranche 1 Completion Date

- (a) The Vendor may terminate this Agreement by notice to the Purchaser before the Tranche 1 Completion Date if:
 - (i) the Purchaser Materially Defaults;
 - (ii) the Vendor gives written notice of that Material Default to the Purchaser; and
 - (iii) such Material Default is not remedied within 30 days of the date of such notice.
- (b) If the Vendor terminates this Agreement under paragraph (a) its remedy will be limited to receipt of the Forfeited Amount in accordance with Schedule 8 (*The Deposit*).
- (c) The Purchaser may terminate this Agreement by notice to the Vendor before the Tranche 1 Completion Date if:
 - (i) the Vendor Materially Defaults;
 - (ii) the Purchaser gives written notice of that Material Default to the Vendor; and
 - (iii) such Material Default is not remedied within 30 days of the date of such notice.
- (d) If the Purchaser terminates this Agreement under paragraph (c):
 - (i) the Purchaser will be entitled to the Deposit and all amounts standing to the credit of the Escrow Account, which amount must be paid in accordance with clause 4.1(a) of the Escrow Agreement;
 - (ii) the Vendor must pay to the Purchaser the Termination Compensation Amount within 10 Working Days of the date of such termination and the Purchaser may pursue any right in order to receive the Termination Compensation Amount; and
 - (iii) its remedy will be limited to return of the Deposit and all amounts standing to the credit of the Escrow Account and receipt of the Termination Compensation Amount.
- (e) The Vendor and the Purchaser agree unconditionally that the payment of the Termination Compensation Amount by the Vendor represents:
 - (i) the outcome of arms' length commercial discussions where each party is represented by legal and other advisers, and
 - (ii) the parties' fair and reasonable estimate of the damages, losses and Liabilities which will be incurred by the Purchaser as a result of such default by the Vendor.
- (f) A party will not be entitled to terminate this Agreement pursuant to this clause 3.6 if it has breached its obligations under clauses 3.2, 3.3 or 4.3.
- (g) Where a party terminates this Agreement pursuant to this clause 3.6, then except for this clause and the Specified Clauses, this Agreement will be null and void and of no effect.

3.7 Termination by Purchaser after Tranche 1 Completion Date

- (a) The Purchaser may terminate this Agreement by notice to the Vendor at any time between the period from the Tranche 1 Completion Date until the Completion Date when the Vendor has Completed on the transfer to the Purchaser of an aggregate total of not less than 2,000 Tower Sites (and the Assets associated with those Tower Sites) if:
 - (i) the Vendor Materially Defaults;
 - (ii) the Purchaser gives written notice of that Material Default to the Vendor; and
 - (iii) such Material Default is not remedied within 30 days of the date of such notice.
- (b) The Purchaser will not be entitled to terminate this Agreement pursuant to paragraph (a) if it has breached its obligations under clauses 3.2, 3.3 or 4.3.
- (c) If the Purchaser terminates this Agreement under paragraph (a):
 - (i) the Vendor must pay to the Purchaser the Termination Compensation Amount within 10 Working Days of the date of such termination and the Purchaser may pursue any right in order to receive the Termination Compensation Amount; and
 - (ii) its remedy will be limited to receipt of the Termination Compensation Amount.
- (d) The Vendor and the Purchaser agree unconditionally that the payment of the Termination Compensation Amount by the Vendor represents:
 - (i) the outcome of arms' length commercial discussions where each party is represented by legal and other advisers; and
 - (ii) the parties' fair and reasonable estimate of the damages, losses and Liabilities which will be incurred by the Purchaser as a result of such default by the Vendor.
- (e) For the avoidance of doubt, the parties agree and acknowledge that if 2,000 Tower Sites (and the Assets associated with those Tower Sites) or more are transferred to the Purchaser on the Tranche 1 Completion Date, this clause 3.7 will not apply.
- (f) Where the Purchaser terminates this Agreement pursuant to this clause 3.7, then except for this clause and the Specified Clauses, this Agreement will be null and void and of no effect.

3.8 Termination for Material Default after Tranche 1 Completion Date

- (a) The Vendor may terminate this Agreement by notice to the Purchaser after the Tranche 1 Completion Date if:
 - (i) the Purchaser Materially Defaults;
 - (ii) the Vendor gives written notice of that Material Default to the Purchaser; and
 - (iii) such Material Default is not remedied within 30 days of the date of such notice.
- (b) The Purchaser may terminate this Agreement by notice to the Vendor after the Tranche 1 Completion Date if:
 - (i) the Vendor Materially Defaults;
 - (ii) the Purchaser gives written notice of that Material Default to the Vendor; and
 - (iii) such Material Default is not remedied within 30 days of the date of such notice.

- (c) Where a party terminates this Agreement pursuant to this clause 3.8, then except for this clause and the Specified Clauses, this Agreement will be null and void and of no effect.

4. Sale and Purchase

4.1 Agreement to sell and purchase

- (a) The Vendor agrees to sell, and the Purchaser agrees to purchase, the Assets free of Encumbrances on the terms set out in this Agreement.
- (b) The sale and purchase of:
 - (i) the Tranche 1 Assets will take effect on the date of the Tranche 1 Completion; and
 - (ii) Subsequent Tranche Assets will take effect on the relevant date of the Subsequent Completion for that asset, in each case as provided for in this Agreement.

4.2 The Assets

As at the date of this Agreement, there are 3,692 Tower Sites listed in Schedule 1 (*Tower Sites*). In this regard, the parties agree and acknowledge that:

- (a) it is the intention of both parties that all such Tower Sites be transferred under this Agreement;
- (b) notwithstanding the parties' intention under paragraph (a), the Vendor may be unable to transfer all such Tower Sites to the Purchaser prior to the Final Date for various reasons, including without limitation:
 - (i) inability to obtain a Critical Asset Transfer Document;
 - (ii) a Tower Site becoming a Casualty Tower Site; or
 - (iii) delayed procurement and construction by the Network Provider,and that the Vendor shall not be considered to be in breach or default under any provision of this Agreement if less than 3,692 Tower Sites are transferred to the Purchaser prior to the Final Date, provided that the Vendor has complied with clause 4.3(a) and clause 4.7(d); and
- (c) they will work co-operatively to achieve an orderly and efficient sale and purchase process with the aim of transferring the maximum number of Tower Sites possible.

4.3 Pursuit of Completion and Pursuit of Lessor Acknowledgements, Lessor Consents and Specified Permits

- (a) The Vendor must use its best endeavours to obtain and deliver to the Purchaser Asset Information Packages and Critical Asset Transfer Documents for each Tower Site that it is able to transfer to the Purchaser (taking into account the provisions of clause 4.2).
- (b) The parties agree and acknowledge that they will each work together and with the Network Provider in order to pursue Completion.

- (c) The parties agree to meet each week from the date of this Agreement until the Final Date to discuss the Vendor's progress in satisfying the Initial Conditions Precedent and obtaining the Critical Asset Transfer Documents.
- (d) The Vendor shall keep the Purchaser informed in respect of its intentions in relation to the scheduling of Subsequent Completions.
- (e) The Vendor must use its best endeavours to obtain a Lessor Acknowledgement or Lessor Consent (as the case may be) from each Lessor under a Tower Site Lease to be transferred to the Purchaser. For this purpose, the parties agree that the Vendor will be taken to have used its best endeavours by requiring the assistance of the Purchaser on the terms set out in Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*) (as contemplated in clause 4.3(f)) provided that:
 - (i) promptly following the date of this Agreement, the Vendor ends notices to each Lessor (where a Tower Site Lease has been entered into) informing such Lessor of the pending transfer of the applicable Tower Site Lease, and, if necessary, requesting a Lessor Acknowledgement or Lessor Consent (as the case may be); and
 - (ii) the Vendor performs the obligations undertaken by it in Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*) in accordance with its terms.

The undertaking in this paragraph survives the Completion of an Asset and continues through the applicable Lessor Consent Period for an Asset.

However nothing in this Agreement will require the Vendor to make or agree to make any payment or agree to any conditions which a Lessor requests or seeks to impose as a condition for that Lessor providing a requested Lessor Consent or Lessor Acknowledgment.

- (f) The Purchaser agrees to assist the Vendor in obtaining the Lessor Acknowledgements and the Lessor Consents on the terms set out in Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*).
- (g) Nothing in this clause 4.3 or Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*) will impose on the Purchaser any Liability with respect to the obtaining of the Lessor Acknowledgements and the Lessor Consents except to the extent that the Purchaser materially breaches the obligations which it has undertaken in Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*).
- (h) For each Tower Site in respect of which Completion has occurred without a Specified Permit having been obtained at the Completion Date for that Tower Site, the Vendor agrees to use best endeavours to obtain any outstanding Specified Permits during a Lessor Consent Period.

4.4 Identification of Tranche 1 Assets

- (a) As soon as reasonably practicable after the date of this Agreement, the Vendor must provide notice in writing to the Purchaser substantially in the form set out in Schedule 11 (*Form of Early Notice Concerning Assets to be Transferred*) identifying the Tower Sites (and the Assets relevant to those Tower Sites) which are likely to constitute the Tranche 1 Assets.

- (b) The Vendor may serve more than one notice under paragraph (a) provided that the form is served prior to the issue of a Completion Notice in respect of the proposed Tranche 1 Completion Date under clause 4.6. Where more than one notice is served in respect of a proposed Completion the latest in time shall prevail and any previous notices issued in respect to that Completion shall be terminated.

4.5 Identification of Subsequent Tranche Assets

- (a) From time to time prior to the Final Date, the Vendor must provide notice in writing to the Purchaser substantially in the form set out in Schedule 11 (*Form of Early Notice Concerning Assets to be Transferred*) identifying particular Subsequent Tranche Assets which are likely to constitute a group of Subsequent Tranche Assets which are to be transferred on a proposed Subsequent Completion Date.
- (b) The Vendor may serve more than one notice under paragraph (a) provided that the Vendor must not serve a notice in respect of a Subsequent Tranche Asset and a proposed Subsequent Completion Date if it has issued a Completion Notice in respect of that Subsequent Completion Date under clause 4.6.
- (c) The Vendor:
 - (i) will use reasonable endeavours to identify not less than 300 Tower Sites for each Subsequent Completion; and
 - (ii) must identify at least 100 Tower Sites for each proposed Subsequent Completion, except for the final sale and transfer of Subsequent Tranche Assets.

4.6 Completion Notices

- (a) The Vendor will issue a notice in the form of Schedule 12 (*Form of Completion Notice*) to the Purchaser requiring the Purchaser to Complete on the Tranche 1 Assets or Subsequent Tranche Assets (as the case may be) (a **Completion Notice**). That notice must:
 - (i) not be given later than 30 Working Days prior to the proposed Completion Date specified in that Completion Notice;
 - (ii) specify each of the relevant Tower Sites which are to be transferred at the proposed Completion; and
 - (iii) be accompanied by an Asset Information Package in relation to each Tower Site which is to be transferred at the proposed Completion (to the extent that an Asset Information Package has not previously been provided to the Purchaser).
- (b) The Vendor may not modify or amend the Completion Notice or the Tower Sites subject to that Completion Notice after delivery of such Completion Notice without the consent of the Purchaser, and in no event will any changes be made to the Completion Notice or the Tower Sites subject to that Completion Notice within 5 Working Days prior to the relevant scheduled Completion (except where a Tower Site has become a Casualty Tower Site in that time, in which case, clause 4.8 will apply).
- (c) The parties acknowledge and agree that it is their intention to Complete as soon as possible after service of the Completion Notice by the Vendor.

- (d) Where the Purchaser is in a position to Complete earlier than the Completion Date specified in the Completion Notice, the Purchaser agrees to provide notice to the Vendor advising of an alternative Completion Date (such date being earlier than the Completion Date specified in the Completion Notice). Subject to the Vendor confirming in writing to the Purchaser that the alternative Completion Date is acceptable, the parties agree that the alternative Completion Date will be the proposed Completion Date.

4.7 Withdrawn Assets and Alternative Tower Sites

- (a) Notwithstanding any other provision of this Agreement (but subject to paragraph (b)), if prior to the issue of a Completion Notice for a Tower Site the Vendor determines that the Assets associated with that Tower Site should be retained by the Vendor and excluded from the sale and purchase contemplated by this Agreement (each a **Withdrawn Asset**), the Vendor may give written notice substantially in the form of notice in Schedule 9 (*Form of Asset Withdrawal Notice*) to the Purchaser identifying the Withdrawn Asset (an **Asset Withdrawal Notice**).
- (b) An Asset Withdrawal Notice may not be given in respect of a Tower Site if:
 - (i) a Completion Notice has been issued by the Vendor in respect of that Tower Site;
 - (ii) to do so would result in a breach of paragraph (d)(i); or
 - (iii) the Vendor has agreed in writing upon the Purchaser's request not to issue an Asset Withdrawal Notice in respect of that Tower Site (including where such agreement has been made in the context of discussions between the parties further to clause 2.4).
- (c) Upon receipt (or deemed receipt in accordance with clause 14.1) of an Asset Withdrawal Notice:
 - (i) the Withdrawn Asset will be excluded as an Asset for all purposes of this Agreement; and
 - (ii) the Purchaser's permission to market such Asset in accordance with clause 2.4 will automatically terminate.
- (d) The parties acknowledge and agree that the Vendor may withdraw:
 - (i) at its discretion and including those Tower Sites which do not Complete in accordance with clause 9.10(d), up to a maximum of 5% of the Tower Sites specified in Schedule 1 (*Tower Sites*) at the date of this Agreement; and
 - (ii) any Casualty Tower Site, subject to the Purchaser's rights under clause 4.8(c).
- (e) The parties agree and acknowledge that the Vendor may substitute a Tower Site referred to in Schedule 1 (*Tower Sites*) with any other tower site owned by the Vendor (the **Alternative Tower Site**).
- (f) Where the Vendor substitutes a Tower Site for an Alternative Tower Site, the Alternative Tower Site will be deemed to be a Tower Site for the purposes of this Agreement.

4.8 Casualty Tower Site

- (a) Notwithstanding any other provision of this Agreement, the Purchaser will not be required to proceed to the Completion of the Assets at a Casualty Tower Site.
- (b) As soon as reasonably practicable after the Vendor becomes aware of a Casualty Tower Site, the Vendor must give to the Purchaser a notice in writing substantially in the form of notice in Schedule 13 (*Form of Casualty Tower Site Notice*) specifying:
 - (i) the identity and location of the Casualty Tower Site;
 - (ii) the nature of the facts and circumstances as to why the Tower Site is a Casualty Tower Site; and
 - (iii) whether the Vendor proposes to:
 - (A) exclude such Casualty Tower Site from this Agreement on the basis that it is not commercially reasonable to repair or reinstate such Casualty Tower Site, such that the Assets at the Casualty Tower Site will be Withdrawn Assets in accordance with clause 4.7; or
 - (B) repair or reinstate the Casualty Tower Site to the condition that it was in immediately prior to the casualty occurring such that Completion in respect of that Casualty Tower Site will not occur before such reparation or reinstatement.
- (c) Despite the Vendor's election under paragraph (b)(iii)(A), the Purchaser may serve a notice in writing on the Vendor within 20 Working Days of the Vendor's notice, advising that the Purchaser intends to purchase the Casualty Tower Site (the **Purchase Notice**).
- (d) Where the Purchaser serves the Purchase Notice, in respect of that Casualty Tower Site:
 - (i) Completion will occur on the next scheduled Completion Date (provided that the Vendor is able to provide the Critical Asset Transfer Documents);
 - (ii) the Purchaser must repair or reinstate the Casualty Tower Site as soon as reasonably practicable after Completion to a standard at least as comparable as set out in the plans and specifications for that Casualty Tower Site;
 - (iii) the Vendor's rights and obligations under the Master Lease Agreement and the Site Licence as applicable to that Casualty Tower Site (including the obligation to make payments) will be suspended until the Casualty Tower Site has been repaired and reinstated in accordance with sub-paragraph (ii);
 - (iv) the Vendor must file with its insurer any insurance claim it may have in respect of the casualty occurring as soon as reasonably practicable after that event and provide a copy to the Purchaser; and
 - (v) the Vendor must pay to the Purchaser the proceeds of any insurance paid to the Vendor in respect of the Assets at the Casualty Tower Site within 10 Working Days of receipt by the Vendor.
- (e) The Vendor shall use its best endeavours to repair or reinstate any Casualty Tower referred to in paragraph (b)(iii)(B).

4.9 Preliminary Information, Asset Information Packages and Critical Asset Transfer Documents

- (a) The Vendor will issue the Preliminary Information to the Purchaser as soon as practicable in order for the Purchaser to use its reasonable endeavours to assist the Vendor with the Vendor's obligation to procure the Lessor Acknowledgements and the Lessor Consents in accordance with Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*).
- (b) The Vendor may issue an Asset Information Package even if it does not include all of the information and documents listed in clause 1 of Schedule 3 (*Asset Information Packages and Critical Asset Transfer Documents*). However, the Purchaser will not be required to Complete in respect of a Tower Site unless all Critical Asset Transfer Documents are provided to the Purchaser at least 5 Working Days prior to Completion (as contemplated in clause 7.6).
- (c) The Vendor may provide as part of an Asset Information Package sent together with a Completion Notice:
 - (i) copies of any documents, rather than originals; and
 - (ii) to the extent that any document transfers or releases rights or obligations, an unexecuted draft of that document in the form that it will be executed by relevant persons.
- (d) If Completion does not occur on a Tower Site in respect of which an Asset Information Package or Critical Asset Transfer Documents have been provided by the Vendor to the Purchaser, the Purchaser shall promptly at the written request of the Vendor return all such documents to the Vendor.

4.10 Material Authorisations

- (a) If, not less than 5 Working Days prior to a Completion Date, the Purchaser believes that any Material Authorisations relevant to a Tower Site have not provided with any Asset Information Package or proposed Critical Asset Transfer Document, the Purchaser may advise the Vendor by notice in writing substantially in the form in Schedule 17 (*Form of Material Authorisations Notice*) of the Material Authorisations which the Purchaser believes to be missing in respect of a Tower Site (the *Material Authorisations Notice*).
- (b) The Material Authorisations Notice must have attached to it an opinion (with supporting reasons) from a Qualified Indonesian Legal Counsellor confirming that the Authorisations specified in the Material Authorisations Notice are Material Authorisations.
- (c) Where the Purchaser provides the Material Authorisations Notice in accordance with paragraph (b), the Vendor must pay or reimburse half of the costs of the Qualified Indonesian Legal Counsellor, provided that those costs must be approved by the Vendor (acting reasonably) prior to being incurred.
- (d) The decision of the Qualified Indonesian Legal Counsellor will be final and binding on the parties.
- (e) Notwithstanding the provisions of this clause 4.10, if the Purchaser chooses to Complete on a Tower Site without a Material Authorisation, unless otherwise agreed by the Vendor, the Vendor will not have any further obligation to provide a Material Authorisation for that Tower Site.

4.11 Purchase Price payable on each Completion

- (a) On each Completion Date, the Purchaser must pay to the Vendor a proportion of the Purchase Price calculated in accordance with the following formula:

$$\text{CPP} = \text{APP} \times \text{CTS}$$

where:

CPP is the proportion of the Purchase Price payable at the relevant Completion

CTS is the number of Tower Sites which, at the relevant Completion Date, are to be Completed pursuant to this Agreement

APP is the Asset Purchase Price

- (b) The Purchase Price to be paid on a Completion Date can be paid (in whole or part, as the case may be) by transfer of amounts standing to the credit of the Escrow Account.
- (c) The parties will work together to develop and agree Completion mechanics (involving the Network Provider's Lender) as soon as practicable and with the intention of doing so within 30 days of the date of this Agreement, which provides for the simultaneous interdependent Completion contemplated in clause 7.5.

4.12 Final Date reconciliation

If on the Final Date there are any Non-Completed Assets, such Non-Completed Assets will be excluded as an Asset for all purposes of this Agreement.

4.13 Payments generally

- (a) All payments must be made in United States Dollars (except where this Agreement provides to the contrary) and without any set-off, deduction, withholding or other reduction.
- (b) The Purchaser is responsible for the payment of value added tax on any payments due by it to the Vendor under this Agreement. Accordingly:
- (i) the Purchaser must pay to the Vendor the amount of any such value added tax as identified in any invoice issued by the Vendor (including with respect to payment of the Purchase Price for an Asset). Such invoice will stipulate the amount of the payment in Indonesian Rupiah; and
 - (ii) the Vendor will provide evidence to the Purchaser of the payment of such value added tax to the relevant Governmental Agency upon receipt of the same.
- (c) The Purchaser and the Vendor shall equally share any other transfer taxes and notary fees of any kind whatsoever in respect of the transactions contemplated by this Agreement (excluding any corporate income tax payable by the Vendor in connection with receipt of the Purchase Price). The parties agree to cooperate in performing all legal matters related to the Completion and related transfer of the Tower Sites in order to minimise all related costs, duties and taxes.

- (d) All payments required to be made under this Agreement must be received into the payee's account by way of transfer of immediately available funds to a bank account notified by the payee to the payer (such notification to occur not less than 3 Working Days before the date payment must be made), on the due date for payment. Any payment received under this Agreement after the relevant due date for payment will accrue interest under clause (e) accordingly.
- (e) If any party fails to pay any amount payable by it under or in accordance with this Agreement (including the Purchase Price) that party must, if demand is made, pay simple interest on that amount from the due date for payment until that amount is paid in full at the Interest Rate. The right to require payment of interest under this clause is without prejudice to any other rights the non-defaulting party may have against the defaulting party at law or in equity.

5. Conduct following execution

5.1 Restrictions on Vendor's conduct

The Vendor must not, from the date of this Agreement, without the prior written consent of the Purchaser (except where the Vendor is required to do so under a Material Contract or by Law, in which case the Vendor must promptly notify the Purchaser of the required conduct):

- (a) negotiate or enter into any lease, licence or other tenancy arrangement (including any new or replacement Lease) regarding any of the Assets or the Tower Sites;
- (b) consent to an assignment, transfer or novation of any Material Contract;
- (c) accept a surrender, revoke or permit termination of any Material Contract;
- (d) exercise or enforce any right of termination or re-entry under any Material Contract;
- (e) grant or consent to any new right concerning an Asset or Tower Site;
- (f) agree to a review of the rent under any Material Contract;
- (g) consent to a variation or amend the term of any Material Contract;
- (h) grant an Encumbrance over any Material Contract or Asset;
- (i) actively solicit any Third Party to occupy any space on any Tower or Tower Site; or
- (j) solicit or enter into any arrangement that would result in any transfer of the Vendor's interest in any Material Contract or Asset other than as contemplated by this Agreement or required by the relevant Material Contract.

5.2 Obligations on Vendor

The Vendor must, pending Completion in accordance with this Agreement:

- (a) carry on the operation and use of the Tower Sites in the ordinary and normal course;
- (b) maintain the Assets in good repair and condition;
- (c) comply with all Laws in relation to the use of the Assets;
- (d) comply with the terms of the Material Contracts; and

- (e) confer on a regular basis with the Purchaser to report material operational matters and the general status related to the maintenance, installations, modifications and operation of the Tower Sites and in relation to the scheduling of Subsequent Completions.

5.3 Provision of information

- (a) In respect of each Tower Site, the Vendor agrees to provide to the Purchaser, as soon as reasonably practicable after they are available:
 - (i) copies of the Asset Information Package; and
 - (ii) copies of each Critical Asset Transfer Document.
- (b) If requested by the Purchaser, the Vendor agrees to provide to the Purchaser, as soon as possible following the request (and provided it is available), copies of any documents which may be a Critical Asset Transfer Document or form part of the Asset Information Package to the extent such document has not been provided to the Purchaser under paragraph (a).
- (c) From the date of this Agreement until the earlier of:
 - (i) termination of this Agreement; and
 - (ii) Completion in respect of a relevant Tower Site;the Vendor agrees to allow the Purchaser reasonable access, as soon as practicable following a request from the Purchaser, to:
 - (iii) each Tower Site in order for the Purchaser to conduct surveys reasonably required by the Purchaser, provided that the Purchaser complies with the Tower Site Lease and any reasonable directions of the Vendor and any relevant Third Party in respect of that Tower Site; and
 - (iv) those employees and agents of the Vendor as the Purchaser reasonably requires, provided that the Purchaser complies with any reasonable directions of the Vendor in respect of those employees and agents.

6. Assignment of Material Contracts and transfer of Assets

6.1 Assignment of Material Contracts

The Vendor Assigns in favour of the Purchaser all of its rights, title, interest, and benefit, and transfers all obligations and burden, in and to the Material Contracts:

- (a) for the Tranche 1 Assets, with effect from Tranche 1 Completion; and
 - (b) for the Subsequent Tranche Assets, with effect from the Subsequent Completion Date for the relevant Assets,
- and the Purchaser accepts the Assignment.

6.2 Assumption and liability by Purchaser in respect of Material Contracts

The Purchaser must from the relevant date referred to in clause 6.1, assume responsibility for the performance of, and perform and comply with the terms of, all Material Contracts at the risk and expense of the Purchaser.

6.3 Purchaser's release and indemnity in respect of Material Contracts

The Purchaser:

- (a) releases the Vendor from all Claims and Liability which the Purchaser may have or claim to have or but for this release might have had against the Vendor arising out of the Material Contract after the relevant Completion Date; and
- (b) with effect on and from the relevant Completion Date, agrees to indemnify the Vendor against any Liability that arises or relates to a period after the relevant Completion Date and that is incurred by the Vendor under the Material Contracts arising as a result of any acts or omissions of the Purchaser or its employees or agents.

6.4 Vendor retained Liabilities in respect of Material Contracts

The Vendor:

- (a) will be responsible for all Claims and Liability incurred by the Purchaser under the Material Contracts which arose or relate to a period prior to the relevant Completion Date or otherwise caused by the acts or omissions of the Vendor or its employees or agents; and
- (b) agrees to indemnify the Purchaser against any Liability incurred by the Purchaser under the Material Contracts which arose or relates to a period prior to the relevant Completion Date.

6.5 Risk and Liability in respect of the Assets (excluding the Material Contracts)

- (a) Title to, property in, risks and Liability in respect of the Assets (excluding the Material Contracts):
 - (i) until Completion of the relevant Asset, remains solely with the Vendor; and
 - (ii) subject to the provisions of this Agreement, passes to the Purchaser with effect from Completion of the relevant Asset.
- (b) The Vendor agrees to indemnify the Purchaser against any Liability incurred by the Purchaser in respect of the Assets (excluding the Material Contracts) which arose or relates to a period prior to the relevant Completion Date.
- (c) The Purchaser, with effect on and from the relevant Completion Date, agrees to indemnify the Vendor against any Liability incurred by the Vendor that arises or relates to a period after the relevant Completion Date in respect of the Assets (excluding the Material Contracts) arising as a result of any acts or omissions of the Purchaser or its employees or agents.

6.6 Entire assumption of Liability

The Purchaser and the Vendor agree that the Purchaser will only assume the Liabilities and obligations in respect of the Assets set forth in this clause 6.

7. Completion

7.1 Time and place of scheduled Completion Date actions

The actions outlined in clauses 7.3 and 7.4 will take place at 10.00am (Jakarta time) on the relevant Completion Date at the offices of the Vendor or such other time and/or place as the parties agree.

7.2 Vendor's Certificate

On the second Working Day before each Completion Date, the Vendor must deliver to the Purchaser a certificate (the *Vendor's Certificate*) signed by the Vendor's authorised representative certifying that as at the relevant Completion Date the Vendor Warranties are true, complete and accurate and not misleading or, if the Vendor is aware of anything which has occurred since the date of this Agreement to make any Vendor Warranty untrue, incomplete, inaccurate or misleading, giving full particulars of the event and the nature and extent of it.

7.3 Vendor's obligations

- (a) On each Completion Date, the Vendor must deliver to the Purchaser, for each Tower Site which is to be transferred on that Completion Date:
 - (i) constructive possession and control of those Tower Sites;
 - (ii) subject to the obtaining of Lessor Consents and Lessor Acknowledgments, the entire right, title and interest in and to the Assets at the Tower Site, free and clear of all Encumbrances;
 - (iii) to the extent they have not been previously provided by the Vendor to the Purchaser:
 - (A) documents which form part of the Asset Information Package; and
 - (B) each Critical Asset Transfer Document; and
 - (iv) payment of the proportion of the Lease Fee (as defined in the Master Lease Agreement) in accordance with clause 7.1(a) of the Master Lease Agreement.
- (b) On the Tranche 1 Completion Date, the Vendor must also deliver to the Purchaser one counterpart of the Master Lease Agreement duly executed by both parties.

7.4 Purchaser's obligations

- (a) On each Completion Date, the Purchaser must deliver to the Vendor, for each Tower Site which is to be transferred on that Completion Date:
 - (i) one counterpart of each Site Licence duly executed by the Purchaser;
 - (ii) the portion of the Purchase Price determined to be payable on the Completion Date in accordance with clause 4.10 (together with any value added tax as contemplated in clause 4.13(b)); and
 - (iii) an Acceptance of Asset Notice executed by the Purchaser.
- (b) On the Tranche 1 Completion Date, the Purchaser must also deliver to the Vendor the notice to the Escrow Bank authorising the Deposit to be paid to the Vendor's direction in accordance with clause 4.4 of the Escrow Agreement.

7.5 Interdependency

The obligations of the parties to the relevant Completion Date are interdependent. Those obligations will be taken for all purposes not to have occurred unless and until all deliveries and payments required by clauses 7.3 and 7.4 have been made.

7.6 Fundamental Conditions

The parties agree and acknowledge that no party shall be required to Complete under this Agreement unless:

- (a) in respect of the Tranche 1 Completion Date, the Initial Conditions Precedent have been satisfied or waived in accordance with this Agreement;
- (b) in respect of all Completion Dates, each Critical Asset Transfer Document and a Vendor's Certificate has been provided by the Vendor to the Purchaser; and
- (c) in respect of all Completion Dates the Master Lease Agreement is in full force and effect in accordance with its terms.

7.7 IMBs

- (a) Notwithstanding that Completion may have occurred in respect of a Tower Site without the relevant IMB, the Vendor agrees to use best endeavours to obtain any outstanding IMB during the [***] period from the Completion Date of that Tower Site (the **IMB Period**). The Vendor shall keep the Purchaser informed in respect of its progress in obtaining such outstanding IMBs on a quarterly basis, and immediately provide the original IMB to the Purchaser once obtained.
- (b) If, despite using best endeavours, the Vendor is unable to obtain the relevant IMB during the IMB Period, on and from the expiration of the IMB Period:
 - (i) the Purchaser releases the Vendor from any further obligation to obtain the IMB; and
 - (ii) the Purchaser will be responsible for obtaining the IMB and all Liability arising out of or in connection with it.
- (c) If, in respect of a Tower Site during its IMB Period that Tower Site is required to be dismantled or otherwise becomes unusable by the Purchaser as a result of the actions of a Governmental Agency which are based on that Tower Site not having an IMB, the Vendor shall, upon that Tower Site being dismantled or becoming unusable refund to the Purchaser an amount determined by the following formula:

$$RP = APP - VLP$$

where:

RP is the refund payment due to the Purchaser

APP is the Asset Purchase Price

VLP is the amount of any lease payments made by the Vendor to the Purchaser in respect of that Tower Site

- (d) The refund payment is the sole remedy of the Purchaser, and total Liability of the Vendor to the Purchaser, in connection with the dismantling of, or inability to use the Tower Site due to the Tower Site not having an IMB.

7.8 Lessor Consents, Lessor Acknowledgements and Specified Permits

- (a) If a Lessor Consent, Lessor Acknowledgement or Specified Permit is not obtained during the Lessor Consent Period, on and from the expiration of the Lessor Consent Period:
- (i) the Purchaser releases the Vendor from any further obligation to obtain the Lessor Consent, Lessor Acknowledgement or Specified Permit; and
 - (ii) the Purchaser will be responsible for obtaining the Lessor Consent, Lessor Acknowledgement or Specified Permit and all Liability arising out of or in connection with them.

- (b) If, at the end of the Lessor Consent Period:

- (i) the relevant Lessor Consent, Lessor Acknowledgement or Specified Permit has not been obtained; and
- (ii) the Purchaser has provided assistance to the Vendor in accordance with Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*) in relation to the Lessor Consent or Lessor Acknowledgement,

then the Purchaser shall have the option, exercised by written notice and delivered to the Vendor within 60 days after the expiration of the Lessor Consent Period, to transfer the Tower Site back to the Vendor at a price equal to:

$$PP = APP - VLP$$

where:

PP is the purchase price due to the Purchaser

APP is the Asset Purchase Price

VLP is the amount of any lease payments made by the Vendor to the Purchaser in respect of that Tower Site

- (c) In transferring the Tower Site back to the Vendor pursuant to paragraph (b), the Purchaser must do all things necessary to transfer all right, title and interest in and to the Assets at that Tower Site, including for the avoidance of doubt:
- (i) transferring the Tower Site Leases back to the Vendor;
 - (ii) transferring any Revenue Contracts to the Vendor and any revenue contracts which were entered into by the Purchaser; and
 - (iii) discharging any Encumbrances over the Purchaser's right, title and interest in the Assets at that Tower Site.
- (d) Prior to the transfer of the Tower Site back to the Vendor pursuant to paragraph (b), the Purchaser must ensure that any revenue contracts entered into by the Purchaser or any variations to any Revenue Contracts which were transferred to the Purchaser, are on usual and reasonable commercial terms entered into on an arm's length basis.

8. Stamping and registration

- (a) The Vendor will attend to the stamping and registration of the Completion Documents (if required).
- (b) All costs related to the stamping, registration and notarisation of this Agreement and the Completion Documents (if required) will be shared equally by the parties.

9. Warranties and Indemnity

9.1 Vendor's Warranties

- (a) The Vendor represents and warrants to the Purchaser that, except as expressly provided in this Agreement or disclosed to the Purchaser in the Disclosure Material, each of the Vendor Warranties in Schedule 4 (*Vendor Warranties*) is true, complete and accurate and not misleading as at:
 - (i) the date of this Agreement; and
 - (ii) subject to anything disclosed in the Vendor's Certificate served in respect of a Completion, each relevant Completion Date.
- (b) Each Vendor Warranty is a separate representation and warranty, the interpretation of which is not limited or restricted by any other warranty.

9.2 Warranties excluded

Except for the warranties expressly set out in this Agreement, all warranties (whether express, implied, written, oral, collateral, statutory or otherwise) on the part of the Vendor are excluded to the maximum extent permitted by Law.

9.3 Disclosures

The Vendor is not liable to make any payment (whether by way of damages or otherwise) in respect of any Claim for breach of any Vendor Warranty to the extent that the Claim is based on any fact, matter or circumstance that as at the date of this Agreement:

- (a) was disclosed in or otherwise reasonably identifiable from the information provided to the Purchaser in the Disclosure Material;
- (b) relates to any Liability disclosed in or otherwise reasonably identifiable from the information provided to the Purchaser in the Disclosure Material; or
- (c) is within the actual knowledge of the Purchaser or a Related Body Corporate of the Purchaser or any of their representatives.

For the purposes of paragraph (c), the Purchaser or a Related Body Corporate of the Purchaser (as the case may be) is not imputed with the knowledge of any information that any adviser of the Purchaser or a Related Body Corporate of the Purchaser is not permitted, by law or under confidentiality obligations binding on the relevant adviser, to disclose to the Purchaser or a Related Body Corporate of the Purchaser.

9.4 Conditions of payment and Claims

Despite any other provision of this Agreement, each of the following applies in respect of Claims made under Vendor Warranties in this Agreement:

- (a) **(Notice of Claims)** The Vendor is not liable to make any payment (whether by way of damages or otherwise) for any breach of any Vendor Warranty unless a Claim is made in writing by the Purchaser against the Vendor (setting out all material details including details of the fact, circumstance or matter giving rise to the breach, the nature of the breach and the Purchaser's calculation of the loss suffered (to the extent that such loss is reasonably capable of calculation) as soon as reasonably practicable after the Purchaser becomes aware of the fact, circumstance or matter on which the Claim is based and, in any event on or before the date 36 months after each relevant Completion Date provided that any Claim for a breach of a Vendor Warranty made within the time periods set out in this paragraph (a) will survive termination of this Agreement until that Claim has been satisfied or otherwise resolved.
- (b) **(Maximum liability)** The maximum aggregate amount that the Purchaser may recover from the Vendor (whether by way of damages or otherwise) under the Vendor Warranties is \$50,000,000.
- (c) **(Thresholds)** The Vendor is not liable to make any payment (whether by way of damages or otherwise) for any breach of any Vendor Warranty:
 - (i) if the amount adjudicated or agreed against the Vendor in respect of the breach, or made in respect of the same Vendor Warranty is less than \$20,000; and
 - (ii) until the total of all amounts adjudicated or agreed against the Vendor in respect of breaches of Vendor Warranties that would, but for this sub-paragraph (ii), be payable under sub-paragraph (i), exceeds \$3,000,000 (in which event, the Vendor shall be liable for the whole amount of such claims and not only the excess over such amount).
- (d) **(Actions of the Purchaser)** The Vendor's Liability in respect of any breach of any Vendor Warranty will be reduced or extinguished (as the case may be) to the extent that the breach has arisen as a result of any act or omission after Completion by or on behalf of the Purchaser.
- (e) **(Change in Law or interpretation)** The Vendor will not be liable to make any payment (whether by way of damages or otherwise) to the Purchaser for any breach of any Vendor Warranty:
 - (i) where the breach is as a result of any legislation not in force at the date of this Agreement including legislation which takes effect retrospectively; or
 - (ii) where the breach is as a result of or in respect of a change in the judicial interpretation of the Law in any jurisdiction after the date of this Agreement.
- (f) **(Recovery under any other right)** The Vendor will not be liable to pay any amount (whether by way of damages or otherwise) to the Purchaser for any breach of any Vendor Warranty to the extent that the Purchaser recovers a corresponding amount under an indemnity against, or otherwise recovers from, a person other than the Vendor in respect of any loss or damage suffered by the Purchaser arising out of the breach, whether by way of contract, indemnity or otherwise.

- (g) **(No consequential loss)** The Vendor will not be liable to make any payment (whether by damages or otherwise) to the Purchaser for any indirect or consequential or economic loss or loss of profits, however arising. The parties agree that loss of rental income for using the Towers as telecommunication facilities is a reasonably foreseeable and direct loss.

9.5 Vendor's indemnity

Subject to clause 9.4 (including the limitations set out in clause 9.4(b)), the Vendor shall indemnify the Purchaser from and against any Liability that may be incurred or sustained by the Purchaser as a result of or in connection with:

- (a) a breach of any Vendor Warranty; or
- (b) any Liability relating to the Assets other than the assumed Liabilities in clause 6.

9.6 Purchaser's Acknowledgements

- (a) The Purchaser acknowledges and agrees that:
 - (i) except as expressly set out in this Agreement, neither the Vendor, the Vendor's officers, employees or agents nor any other person acting on behalf of or associated with the Vendor has made any representation, given any advice or given any warranty or undertaking, promise or forecast of any kind in relation to the Assets or this Agreement;
 - (ii) without limiting sub-paragraph (i), no representation, no advice, no warranty, no undertaking, no promise and no forecast is given in relation to:
 - (A) any economic, fiscal or other interpretations or evaluations by the Vendor or any person acting on behalf of or associated with the Vendor or any other person;
 - (B) future matters, including future or forecast costs, prices, revenues or profits;
 - (C) the principles or policies to be applied by Governmental Agencies with respect to the regulation of the telecommunications industry or any part of it and, in particular, matters affecting revenue, prices and charges, service levels or the use of property for telecommunication facilities; or
 - (D) the regulation of the telecommunications industry (including any act or omission by Governmental Agencies) and other state or national industries (and the relationship of such other industry regulation to the regulation of the telecommunications industry).
- (b) Without limiting paragraph (a), and except for the statements made in this Agreement and the Disclosure Materials, no statement or representation:
 - (i) has induced or influenced the Purchaser to enter into this Agreement;
 - (ii) has been relied on in any way as being accurate by the Purchaser;

- (iii) has been warranted to the Purchaser as being true; or
- (iv) has been taken into account by the Purchaser as being important to the Purchaser's decision to enter into this Agreement or agree to any or all of its terms.

9.7 Fraud

Notwithstanding any other provision of this Agreement, none of the limitations in this clause 9 applies to any claim for breach of the Vendor Warranties where the fact, matter or circumstance giving rise to the Claim arises as a result of fraud on the part of the Vendor or any of its officers, employees or advisers.

9.8 Dealing with Vendor Warranty breach after Completion

If the Purchaser becomes aware after Completion of any fact, circumstance or matter which constitutes or could constitute a breach of any Vendor Warranty, including (without limitation) a Claim against the Purchaser which if satisfied would result in a breach of any Vendor Warranty, the Purchaser must do each of the following:

- (a) on becoming aware, promptly give the Vendor the material details to the extent reasonably known to the Purchaser including details of the fact, circumstance or matter giving rise to the breach, the nature of the breach and any further related information of which the Purchaser becomes aware;
- (b) until it notifies the Vendor in accordance with paragraph (a), take reasonable steps to mitigate any loss which may give rise to a Claim against the Vendor for breach of any Vendor Warranty;
- (c) not make any admission of liability, agreement or compromise with any person in relation to the fact, circumstance or matter without first consulting with and obtaining the written approval of the Vendor, not to be unreasonably withheld or delayed (and the Purchaser agrees that it is not unreasonable to withhold or delay approval if the Vendor's insurers withhold or delay their approval);
- (d) give the Vendor and its professional advisers reasonable access on reasonable prior notice and at reasonable times to:
 - (i) relevant personnel and premises of the Purchaser; and
 - (ii) relevant chattels, accounts, documents and records within the possession, custody or power of the Purchaser, to enable the Vendor and its professional advisers to ask questions of relevant personnel and to examine relevant chattels, accounts, documents and records and to take copies or photographs of them at the Vendor's expense; and
- (e) at the Vendor's expense, take all action in good faith and with due diligence that the Vendor acting reasonably directs to avoid, remedy or mitigate the breach, including legal proceedings and disputing, defending, appealing or compromising the Claim and any adjudication of it.

9.9 Reduction of Purchase Price

Any monetary compensation received by the Purchaser as a result of any breach by the Vendor of any Vendor Warranty will be in reduction and refund of the Purchase Price and as between individual Assets:

- (a) where any Vendor Warranty concerned relates to a particular item of the Assets, in reduction and refund of the amount included in the Purchase Price for that item; and
- (b) otherwise (including where the compensation received exceeds the amount included in the Purchase Price for an item) as reasonably determined by the Purchaser.

9.10 Notification of Vendor Warranty breach before Completion

- (a) If on or before each relevant Completion either party becomes aware of any breach or potential breach of any Vendor Warranty (including in the Vendor's Certificate), that party must notify the other party as soon as reasonably practicable.
- (b) The Vendor must be given a reasonable opportunity to remedy the breach or potential breach for a period of 30 Working Days from the date of service of the notice under paragraph (a).
- (c) Upon service of a notice under paragraph (a), the Vendor may:
 - (i) suspend Completion in respect of the Assets affected by the breach or potential breach of the Vendor Warranty until the Vendor Warranty is true, complete and accurate and not misleading in respect of those Assets; or
 - (ii) withdraw the Assets affected by the breach or potential breach of the Vendor Warranty from this Agreement and those Assets will be excluded as an Asset for all purposes of this Agreement.
- (d) The Purchaser will not be required to Complete the purchase of any Assets which are materially affected by any change in the Vendor Warranties as set out in the Vendor's Certificate.

9.11 Remedies for breach of Vendor Warranty

The Purchaser acknowledges that its sole remedy for a breach of a Vendor Warranty is damages.

9.12 No Liability where breach

Without limiting the operation of any other provision of this Agreement, the Vendor's Liability in respect of any breach of any Vendor Warranty will be reduced or extinguished to the extent the Vendor's position in respect of the breach of that Vendor Warranty is prejudiced or compromised by any breach by the Purchaser of any provision of this Agreement.

9.13 Purchaser's Warranties

- (a) The Purchaser represents and warrants to the Vendor that, except as expressly provided in this Agreement or disclosed to the Vendor, each of the Purchaser Warranties in Schedule 5 (*Purchaser Warranties*) are true and accurate and not misleading as at the date of this Agreement and on each relevant Completion Date.

- (b) Each Purchaser Warranty is a separate representation and warranty, the interpretation of which is not limited or restricted by any other warranty.
- (c) Except for the warranties expressly set out in this Agreement, all warranties (whether express, implied, written, oral, collateral, statutory or otherwise) on the part of the Purchaser are excluded to the maximum extent permitted by Law.

9.14 Purchaser's indemnity

- (a) The Purchaser shall indemnify the Vendor from and against any Liability that may be incurred or sustained by the Vendor arising out of a breach of any Purchaser Warranty.
- (b) The Purchaser will not be liable to make any payment (whether by damages or otherwise) to the Vendor for any indirect or consequential or economic loss or loss of profits, however arising.

10. Confidentiality and Public Announcements

10.1 Confidentiality

A party may not disclose the provisions of this Agreement or the terms of sale of the Assets to any person except:

- (a) as a press release or other public announcement in the form agreed between the Purchaser and the Vendor;
- (b) after getting the written consent of the other party (each party acting reasonably);
- (c) to any of its officers, employees, financiers, prospective financiers and professional advisers or any Related Body Corporate or any officers, employees, financiers, prospective financiers and professional advisers of any Related Body Corporate; or
- (d) as required by an applicable Law, after first consulting with the other party about the form and content of the disclosure, and must use its best endeavours to ensure all permitted disclosures are kept confidential, other than a press release or other public announcement or a disclosure to a recognised stock exchange.

10.2 Public announcements

For the purposes of clause 10.1(a), the parties agree that the public announcement in the form set out in Schedule 18 (*Public Announcement*) may be made by either party.

11. Dispute Resolution

- (a) For the purposes of the procedures set out in the rest of this clause 11 and unless the parties expressly agree otherwise in writing, a **Dispute** is any and all claims, counterclaims, demands, causes of action, disputes, controversies, disagreements, differences of opinion and other matters in question arising out of or in connection with this Agreement.
- (b) Either party may at any time give notice describing a Dispute and invoking the procedures set out in the rest of this clause 11.

- (c) The Vendor and the Purchaser agree to settle amicably any Dispute by discussions and negotiations, and that the following procedure shall be followed prior to resorting to the remaining provisions of this clause 11 to resolve such Dispute:
- (i) the parties shall refer the Dispute in writing for settlement to the Vendor's Chief Technical Officer and the Purchaser's Account Manager (the *Dispute Notice*). The parties shall ensure that their respective representatives shall, for a period of seven Working Days from the date of the written reference, use best endeavours to reach a resolution of the Dispute; and
 - (ii) if the individuals to whom the matter is referred under sub-paragraph (i) do not resolve the Dispute within the stated time, the parties shall refer the Dispute in writing for settlement to the Chief Executive Officers of each party, or nominated alternatives of similar authority. The parties shall ensure that their representatives shall, for a period of 10 Working Days from the date of the written reference made pursuant to this sub-paragraph (ii), use best endeavours to reach a reasonable resolution of the Dispute.
- (d) If a Dispute has not been resolved by the end of the negotiation period in paragraph (c), either party may then refer the Dispute, or any part of the Dispute, to arbitration, in which case the parties agree that all Disputes shall be referred to the International Court of Arbitration of the ICC to be finally and exclusively settled by arbitration under and in accordance with the Rules of Arbitration of the ICC for the time being in force, which rules are deemed to be incorporated by reference in this clause, as follows:
- (i) The tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and these two arbitrators shall appoint the chairman of the arbitral tribunal. The chairman of the arbitral tribunal shall not be a national of the country of domicile of either of the parties to this Agreement.
 - (ii) The place and seat of the arbitration shall be Singapore.
 - (iii) The language of arbitration shall be English, unless otherwise agreed. All submissions shall be made in English or with a certified English translation. Witnesses may provide testimony in a language other than English, provided that a simultaneous English translation shall be provided. Each party shall bear the translation costs in respect of its own witnesses and documents. All notices given by one party to the other in connection with any arbitration hereunder shall be in writing. The award shall be in writing and state the reasons upon which it is based.
 - (iv) The parties and the tribunal shall treat all aspects of the arbitration proceedings as strictly confidential, and the award shall be made public only with the express written consent of all parties thereto, or except as otherwise required in connection with judicial proceedings relating to the enforcement of any arbitral award.
 - (v) The tribunal shall not be bound by the common law rules of evidence or procedure.
 - (vi) The tribunal shall be bound by the governing law and shall have to substantiate its decision and award accordingly.

- (vii) The tribunal shall not have the power or jurisdiction to award punitive damages, and each party irrevocably waives and relinquishes any right to such damages.
- (viii) If a party, having been given due notice and opportunity, shall fail or shall refuse to participate in arbitration proceedings hereunder or in any stage thereof, the proceedings shall nevertheless be conducted to conclusion and final award. Any award rendered under such circumstances shall be as valid and enforceable as if the parties had appeared and participated fully at all stages.
- (ix) The expenses of arbitration (including legal fees and a party's costs of arbitration) shall be borne by the party against whom the decision is rendered, or apportioned in accordance with the decision of the tribunal in the event of a compromise decision.
- (x) The tribunal shall render its award applying strict rules of law and principles consistent with the explicit terms of this Agreement. The tribunal shall not assume the powers of an amiable compositeur or render its award ex aequo et bono. The tribunal shall have the authority to include in such award a decision binding upon the parties, enjoining them to take or refrain from taking specific action with respect to the matter in dispute or disagreement.
- (xi) The parties hereby irrevocably agree that the mandate of the tribunal duly constituted in accordance with the terms of this Agreement shall remain in effect until a final arbitration award has been issued by the tribunal and hereby waive the provisions, any rules or regulations that would provide otherwise.
- (xii) The arbitrators' determination shall be final, conclusive and binding upon the parties and to that end, this clause 11 shall constitute an arbitration agreement between the parties. The parties hereby irrevocably exclude any right of application or appeal to any court in any jurisdiction whatsoever in connection with any question arising in the course of any arbitration or in respect of any award made. An order of judicial acceptance or an application for enforcement of the arbitration award may be sought in any Court of competent jurisdiction and the award (including any award granting specific performance or injunctive relief) shall be enforceable in accordance with the Arrangement Concerning Mutual Enforcement of Arbitral Awards between the Mainland and the Hong Kong Special Administrative Region, the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards and any other applicable national law. The parties agree that neither of them shall challenge or resist any enforcement action taken by a party in whose favour a decision of an arbitrator or arbitrators is given. The parties expressly waive the applicability of any Laws that would otherwise give a right to appeal against the decision of an arbitrator or arbitrators to any court or other tribunal.
- (xiii) The parties agree that nothing in this clause 11 is intended to prevent a party at any time from commencing or continuing court proceedings for the purpose of obtaining urgent interlocutory or interim relief in any jurisdiction pending arbitration or the outcome of arbitration.

- (e) Neither party may use, other than to attempt to resolve the Dispute, any information disclosed by the other in the course of negotiation, mediation or arbitration under the above procedures. Any such information remains the property of the party supplying it and remains confidential to that party. Disclosure in the course of negotiation, mediation or arbitration under the above procedures is not a waiver of confidentiality.
- (f) Neither party may disclose any such information to anyone other than an adviser or an expert witness who has entered into a deed undertaking:
 - (i) not to use any of the information, or any analysis of the information, other than for the purposes of resolving the Dispute or the negotiation, mediation or arbitration;
 - (ii) not to disclose any of the information, or any analysis of the information, other than to the parties, a mediator, the arbitrator or a court, except as compelled by law; and
 - (iii) to return all material on which such information is recorded on completion of the adviser or expert witness' services.
- (g) In the event of a Dispute, the parties shall continue to perform their obligations under this Agreement in good faith during the resolution of such Dispute unless and until this Agreement is terminated in accordance with the provisions herein.

12. Assignment

Neither party may assign or transfer its rights, title or obligations under this Agreement without the prior written consent of the other party.

13. Force Majeure

- (a) Neither party shall be in breach of this Agreement, or liable for any delay or failure in performance of any of its obligations under this Agreement and, subject to paragraph (d) the time for performance of the obligations shall be extended accordingly (including, for the avoidance of doubt, the Target Tranche 1 Closing Date, the Extended Tranche 1 Closing Date, a Completion Date and the Final Date) arising from or attributable to any Force Majeure Event.
- (b) The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.
- (c) Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
 - (i) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - (ii) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - (iii) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably practicable.

- (d) If the Force Majeure Event prevails for a continuous period of more than 24 months, either party may terminate this Agreement with respect to those Tower Sites which are affected by the Force Majeure Event by giving 10 Working Days' prior written notice to the other party.
- (e) Where there is a Force Majeure Event and the Escrow Account remains in place, the parties must issue in writing a joint notification under clause 13.1 of the Escrow Agreement to extend the term of the Escrow Agreement to such time as is necessary to give effect to this Agreement. If necessary, the parties will issue more than one notice.
- (f) Notwithstanding the provisions of this clause 13, the Vendor may exercise its rights under clause 4.7 or clause 4.8 at any time.

14. General

14.1 Notices

- (a) Any notice given under this Agreement must be in writing to the Vendor or Purchaser (as applicable) at the address below or at such other address as notified by a party for this purpose. Notices will be deemed received:
 - (i) if personally delivered, upon delivery;
 - (ii) if sent by prepaid post within any country, 3 Working Days after dispatch;
 - (iii) if sent by international delivery service, 7 Working Days after dispatch; and
 - (iv) if sent by facsimile, upon production of a successful transmission report by the sender's machine.
- (b) The parties' addresses and facsimile numbers are:

Vendor:

Attention: The Chief Financial Officer
Address: Menara Mulia, 10th Floor, J1 Jend. Gatot Subroto Kav.
9-11 Jakarta Selatan 12930 Indonesia
Facsimile number: +62 21 5290 6900

With a copy to: HTIL

Attention: The Company Secretary
Address: 22 Floor, Hutchison House
10 Harcourt Road, Hong Kong
Facsimile number: +852-2128-1778

Purchaser:

Attention: Steven J. Mudder
Address: Artha Graha Building, 16th Floor, Jl. Jend. Sudirman, Kav.
52-53, Jakarta 12190, Indonesia
Facsimile number: +61 21 5140 0990

- (c) In this clause Working Day means a day that is not a Saturday, Sunday or public holiday in the place of receipt of the notice.

14.2 Whole agreement

This Agreement is the entire agreement between the parties in respect of the subject matter and supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

14.3 No merger

On the last of the Completion Dates, the provisions of this Agreement will not merge and, to the extent that any provision has not been fulfilled, will remain in force.

14.4 Governing Law and Jurisdiction

This Agreement is governed by the laws of England.

14.5 Invalidity

- (a) If a provision of this Agreement or a right or remedy of a party under this Agreement is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

14.6 Amendments and Waivers

- (a) This Agreement may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this Agreement or a right or remedy arising under this Agreement, including this clause, must be in writing and signed by the party granting the waiver.
- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.
- (f) The Vendor and the Purchaser waive the provisions of any law which purports to limit the right of a party to terminate this Agreement or the Site Licences without judicial agreement.

14.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

14.8 Cumulative Rights

The rights and remedies of a party under this Agreement do not exclude any other right or remedy provided by law.

14.9 Further Assurances

Except as expressly provided in this Agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this Agreement and the matters contemplated by it.

14.10 Costs and Expenses

Each party must pay its own costs and expenses of and incidental to the negotiation, preparation and execution of this Agreement and documents and transactions contemplated by it (except as this Agreement otherwise provides).

14.11 Third Party Rights

Nothing in this Agreement shall be construed to give any rights whatever against either party to any person who is not a party to it, nor shall any such person be considered a “third party beneficiary” of this Agreement and accordingly, a person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999*, or any other foreign statute of similar effect, to enforce any term of this Agreement.

| Site Number | Site Name | Region | Sub Region | Collocated Site | RF Coordinate Longitude | RF Coordinate Latitude | Tower / Mast Height (m) | Building Height (m) | Type of Site | Site Use |
|-------------|-----------|---------|-----------------|-----------------|-------------------------|------------------------|-------------------------|---------------------|--------------|---------------------|
| 090001 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 45.0 | rooftop | |
| 090002 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 0.0 | 0.0 | rooftop | existing tower |
| 090003 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 20.0 | 0.0 | rooftop | existing tower |
| 090004 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 090005 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 090006 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 0.0 | 0.0 | rooftop | existing tower |
| 090007 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 20.0 | 0.0 | rooftop | existing tower |
| 090008 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 0.0 | 0.0 | rooftop | existing tower |
| 090101 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 18.0 | rooftop | commercial building |
| 090102 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | |
| 090105 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 20.0 | rooftop | commercial building |
| 090106 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 11.0 | rooftop | commercial building |
| 090108 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 21.0 | 0.0 | rooftop | |
| 090112 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | |
| 090113 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 090118 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 15.0 | rooftop | house |
| 090119 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 13.5 | rooftop | house |
| 090121 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 15.0 | 16.0 | rooftop | |
| 090122 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 12.0 | 15.0 | rooftop | commercial building |
| 090124 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 8.8 | rooftop | house |
| 090127 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 18.0 | rooftop | commercial building |
| 090129 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 12.0 | 11.2 | rooftop | commercial building |
| 090130 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 23.5 | rooftop | house |
| 090131 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 12.0 | 13.5 | rooftop | house |
| 090133 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 10.9 | rooftop | commercial building |
| 090135 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 11.0 | rooftop | commercial building |
| 090136 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 17.0 | rooftop | house |

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|--------|-----|---------|-----------------|------------|-----|-----|------|------|------------|---------------------|
| 090141 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 30.7 | rooftop | commercial building |
| 090142 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 15.0 | 8.5 | rooftop | commercial building |
| 090146 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 24.6 | rooftop | commercial building |
| 090147 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 090149 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 15.0 | rooftop | commercial building |
| 090150 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | commercial building |
| 090151 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | commercial building |
| 090156 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 36.0 | rooftop | hotel |
| 090158 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 15.0 | 15.3 | rooftop | commercial building |
| 090201 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 35.0 | rooftop | office |
| 090202 | *** | Jakarta | Central Jakarta | BTS | *** | *** | 3.0 | 27.0 | rooftop | new tower |
| 091001 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 0.0 | rooftop | existing tower |
| 091102 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 091108 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 11.6 | rooftop | commercial building |
| 091112 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 091113 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 11.0 | rooftop | commercial building |
| 091116 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 091121 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 11.0 | rooftop | commercial building |
| 091122 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 6.0 | 45.0 | rooftop | hotel |
| 091129 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | hospital |
| 091133 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | commercial building |
| 091134 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 9.0 | rooftop | commercial building |
| 091137 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 10.4 | rooftop | commercial building |
| 091138 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | commercial building |
| 091139 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 20.0 | 13.0 | rooftop | hotel |
| 091140 | *** | Jakarta | North Jakarta | BTS | *** | *** | 15.0 | 9.0 | rooftop | house |
| 091141 | *** | Jakarta | North Jakarta | BTS | *** | *** | 12.0 | 10.6 | rooftop | commercial building |
| 091142 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 12.0 | rooftop | commercial building |
| 091144 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | commercial building |
| 091153 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | commercial building |
| 091157 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 6.0 | 24.0 | rooftop | apartment building |
| 091160 | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 6.0 | 25.0 | rooftop | hospital |
| 092102 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |

| | | | | | | | | | | |
|--------|-----|---------|--------------|------------|-----|-----|------|------|------------|----------------------------|
| 092105 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 092125 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 12.0 | 9.5 | rooftop | house |
| 092126 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 9.0 | 10.2 | rooftop | commercial building |
| 092201 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 32.0 | rooftop | office |
| 092202 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 12.0 | rooftop | university/school building |
| 092203 | *** | Jakarta | East Jakarta | BTS | *** | *** | 15.0 | 0.0 | rooftop | house |
| 092208 | *** | Jakarta | East Jakarta | BTS | *** | *** | 20.0 | 11.4 | rooftop | commercial building |
| 092209 | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | rooftop | house |
| 092211 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 12.0 | rooftop | commercial building |
| 092213 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 20.0 | rooftop | hospital |
| 092215 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 27.0 | rooftop | commercial building |
| 092217 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 20.0 | 7.0 | rooftop | house |
| 092221 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 29.8 | rooftop | office |
| 092224 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 0.0 | rooftop | office |
| 092225 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 092227 | *** | Jakarta | East Jakarta | BTS | *** | *** | 15.0 | 20.0 | rooftop | house |
| 092229 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 12.0 | rooftop | office |
| 092233 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 20.0 | 12.0 | rooftop | office |
| 092234 | *** | Jakarta | East Jakarta | BTS | *** | *** | 15.0 | 11.3 | rooftop | commercial building |
| 092235 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 12.7 | rooftop | office |
| 092238 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 28.0 | rooftop | office |
| 092239 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 28.0 | rooftop | university/school building |
| 092241 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 092242 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 092244 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 40.0 | 0.0 | greenfield | hall |
| 092245 | *** | Jakarta | East Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | house |
| 092248 | *** | Jakarta | East Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | |
| 092249 | *** | Jakarta | East Jakarta | BTS | *** | *** | 15.2 | 0.0 | greenfield | new tower |
| 092251 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 40.0 | 0.0 | greenfield | government building |
| 092252 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 40.0 | 0.0 | greenfield | |
| 092253 | *** | Jakarta | East Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | |
| 093002 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 9.7 | rooftop | existing tower |
| 093003 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 15.0 | 0.0 | rooftop | existing tower |
| 093005 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | commercial building |

| | | | | | | | | | | |
|--------|-----|---------|-----------------|------------|-----|-----|------|------|---------|---------------------|
| 093008 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | commercial building |
| 093101 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 6.0 | 20.0 | rooftop | commercial building |
| 093113 | *** | Jakarta | West Jakarta | BTS | *** | *** | 6.0 | 29.0 | rooftop | commercial building |
| 093115 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 14.0 | rooftop | commercial building |
| 093121 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 0.0 | rooftop | commercial building |
| 093122 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 14.5 | rooftop | house |
| 093126 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 16.5 | rooftop | house |
| 093127 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 20.0 | 11.6 | rooftop | commercial building |
| 093131 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 6.0 | 19.0 | rooftop | commercial building |
| 093132 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 15.0 | 10.0 | rooftop | commercial building |
| 093133 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 12.0 | 13.0 | rooftop | commercial building |
| 093136 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 13.7 | rooftop | house |
| 093137 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 15.0 | rooftop | house |
| 093142 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 093143 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 15.0 | rooftop | commercial building |
| 093144 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 16.3 | rooftop | house |
| 093146 | *** | Jakarta | West Jakarta | BTS | *** | *** | 15.0 | 10.7 | rooftop | commercial building |
| 093148 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 23.5 | rooftop | hotel |
| 093150 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 15.0 | rooftop | house |
| 093151 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | new tower |
| 093167 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 21.0 | 14.0 | rooftop | house |
| 093187 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 10.5 | rooftop | commercial building |
| 093191 | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 20.7 | rooftop | office |
| 093193 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 4.0 | 32.0 | rooftop | hospital |
| 093194 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 14.2 | rooftop | house |
| 093197 | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 9.0 | 14.1 | rooftop | commercial building |
| 094001 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 094002 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 094003 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 094004 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 38.0 | 0.0 | rooftop | existing tower |
| 094005 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 094006 | *** | Jakarta | South Jakarta | BTS | *** | *** | 0.0 | 0.0 | rooftop | existing tower |
| 094008 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 094009 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 9.0 | 0.0 | rooftop | existing tower |

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|--------|-----|---------|---------------|------------|-----|-----|------|------|------------|----------------------------|
| 094101 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 18.0 | rooftop | apartment building |
| 094201 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 52.0 | rooftop | commercial building |
| 094202 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 45.0 | rooftop | office |
| 094203 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 10.6 | rooftop | government building |
| 094204 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 12.0 | rooftop | university/school building |
| 094206 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 25.0 | 20.0 | rooftop | office |
| 094207 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 16.4 | rooftop | office |
| 094210 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 16.0 | rooftop | hotel |
| 094213 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 16.3 | rooftop | office |
| 094215 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 12.0 | rooftop | industrial building |
| 094218 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 17.2 | rooftop | commercial building |
| 094219 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 0.0 | rooftop | university/school building |
| 094220 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 32.0 | rooftop | shopping mall |
| 094221 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 15.0 | rooftop | commercial building |
| 094225 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 9.0 | 37.0 | rooftop | commercial building |
| 094227 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 9.0 | rooftop | commercial building |
| 094228 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 10.0 | rooftop | commercial building |
| 094229 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 70.0 | rooftop | apartment building |
| 094230 | *** | Jakarta | South Jakarta | BTS | *** | *** | 15.0 | 11.0 | greenfield | commercial building |
| 094232 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 10.0 | rooftop | new tower |
| 094233 | *** | Jakarta | South Jakarta | BTS | *** | *** | 15.0 | 10.0 | rooftop | commercial building |
| 094235 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 11.0 | rooftop | commercial building |
| 094236 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 20.0 | rooftop | commercial building |
| 094237 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 14.6 | rooftop | house |
| 094238 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | |
| 094241 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | |
| 094242 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 24.0 | rooftop | commercial building |
| 094243 | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 13.9 | rooftop | commercial building |
| 094244 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 24.0 | rooftop | commercial building |
| 094246 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | shopping mall |
| 094247 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 9.0 | 43.0 | rooftop | existing tower |
| 094248 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 25.0 | rooftop | industrial building |
| 094249 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 13.0 | greenfield | office |

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| 094250 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 11.5 | rooftop | office |
| 094251 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 16.0 | rooftop | commercial building |
| 094253 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 36.0 | rooftop | new tower |
| 094255 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 28.0 | 22.0 | rooftop | industrial building |
| 094256 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 14.7 | rooftop | commercial building |
| 094257 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 17.9 | rooftop | commercial building |
| 094258 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 11.0 | rooftop | commercial building |
| 094261 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 7.0 | rooftop | commercial building |
| 094263 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 15.0 | greenfield | commercial building |
| 094264 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 11.0 | rooftop | commercial building |
| 094265 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 11.0 | rooftop | commercial building |
| 094266 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 16.0 | rooftop | commercial building |
| 094269 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 13.3 | rooftop | government building |
| 094271 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | apartment building |
| 094272 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 40.0 | 0.0 | greenfield | commercial building |
| 094273 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 13.5 | rooftop | commercial building |
| 094277 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | commercial building |
| 094280 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | shopping mall |
| 094281 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | commercial building |
| 094286 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 6.0 | rooftop | office |
| 094288 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 094289 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | commercial building |
| 094290 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | commercial building |
| 094291 | *** | Jakarta | South Jakarta | BTS | *** | *** | 50.0 | 0.0 | greenfield | commercial building |
| 094292 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | commercial building |
| 094296 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 32.0 | rooftop | commercial building |
| 094301 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 9.0 | 48.0 | rooftop | office |
| 094302 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 10.5 | rooftop | commercial building |
| 094303 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 13.2 | rooftop | commercial building |
| 094305 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 9.0 | rooftop | office |
| 094306 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | commercial building |
| 094307 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 12.2 | rooftop | commercial building |
| 094309 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 11.0 | rooftop | commercial building |

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| 094310 | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 094311 | *** | Jakarta | South Jakarta | BTS | *** | *** | 20.0 | 7.4 | rooftop | commercial building |
| 094316 | *** | Jakarta | South Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 096104 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 20.0 | rooftop | university/school building |
| 096105 | *** | Botabek | Tangerang | BTS | *** | *** | 9.0 | 11.0 | rooftop | |
| 096107 | *** | Botabek | Tangerang | BTS/Node B | *** | *** | 9.0 | 0.0 | rooftop | airport |
| 096112 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 10.0 | rooftop | commercial building |
| 096116 | *** | Botabek | Tangerang | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 096117 | *** | Botabek | Tangerang | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 096118 | *** | Botabek | Tangerang | BTS | *** | *** | 12.0 | 11.0 | rooftop | commercial building |
| 096119 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 15.0 | rooftop | house |
| 096120 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 12.0 | rooftop | commercial building |
| 096121 | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 096122 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 10.0 | rooftop | hotel |
| 096124 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 16.0 | rooftop | commercial building |
| 096125 | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 096126 | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 096127 | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 096131 | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 10.4 | rooftop | hotel |
| 097002 | *** | Jakarta | West Jakarta | BTS/Node B/BSC | *** | *** | 9.0 | 0.0 | rooftop | existing tower |
| 097003 | *** | Jakarta | West Jakarta | BTS/Node B/BSC | *** | *** | 6.0 | 19.5 | rooftop | |
| 097004 | *** | Jakarta | South Jakarta | BTS/Node B/BSC | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 010010A | *** | Sumatra North | Aceh City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010012B | *** | Sumatra North | Aceh Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010013D | *** | Sumatra North | Aceh Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 010014A | *** | Sumatra North | Aceh Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010015E | *** | Sumatra North | Aceh Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 010016A | *** | Sumatra North | Aceh Road | BTS/MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 010017B | *** | Sumatra North | Aceh Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 010040E | *** | Sumatra North | Aceh Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 010041D | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 010042D | *** | Sumatra North | Aceh Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | existing tower |
| 010043A | *** | Sumatra North | Aceh Road | BTS/MW Repeater | *** | *** | 50.0 | 0.0 | greenfield | new tower |

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| 010044B | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 010045A | *** | Sumatra North | Aceh Road | BTS/MW Repeater | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 010050C | *** | Sumatra North | Aceh City | BTS | *** | *** | 45.0 | 0.0 | greenfield | government building |
| 010051A | *** | Sumatra North | Aceh City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 010052A | *** | Sumatra North | Aceh City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010053B | *** | Sumatra North | Aceh City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010054A | *** | Sumatra North | Aceh City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010055A | *** | Sumatra North | Aceh City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010056C | *** | Sumatra North | Aceh City | BTS | *** | *** | 80.0 | 0.0 | greenfield | existing tower |
| 010057A | *** | Sumatra North | Aceh City | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 010060A | *** | Sumatra North | Aceh Road | BTS/MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | new tower |
| 010061A | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 010062B | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 010063C | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 010064A | *** | Sumatra North | Aceh Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010065D | *** | Sumatra North | Aceh Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 010066A | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 010067B | *** | Sumatra North | Aceh Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 010068A | *** | Sumatra North | Aceh Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 010069D | *** | Sumatra North | Aceh Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 017001A | *** | Sumatra North | Aceh City | BTS/BSC/MGW/MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 018001A | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | new tower |
| 018002B | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | new tower |
| 018003D | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 018004B | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 018005A | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | |
| 018007A | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 018008A | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 018010A | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 018011A | *** | Sumatra North | Aceh | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |

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| 020094C | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020095A | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020097A | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020098E | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020099B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 020100C | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020104G | *** | Sumatra North | Medan City | BTS | *** | *** | 9.0 | 11.0 | rooftop | new tower |
| 020105D | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 7.6 | rooftop | new tower |
| 020106A | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020108B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 020110C | *** | Sumatra North | Medan City | BTS | *** | *** | 20.0 | 11.0 | rooftop | apartment building |
| 020112B | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020113A | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020115A | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020123A | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 13.0 | rooftop | new tower |
| 020124E | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 11.0 | rooftop | apartment building |
| 020125D | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020128B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 020130B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020131A | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020132C | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 12.0 | rooftop | commercial building |
| 020133A | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 020134B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020136D | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | commercial building |
| 020137B | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 15.0 | rooftop | new tower |
| 020138B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020140B | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 12.5 | rooftop | new tower |
| 020142C | *** | Sumatra North | Medan City | BTS | *** | *** | 6.0 | 39.8 | rooftop | office |
| 020143A | *** | Sumatra North | Medan City | BTS | *** | *** | 20.0 | 11.7 | rooftop | |
| 020144B | *** | Sumatra North | Medan City | BTS | *** | *** | 20.0 | 12.0 | rooftop | house |

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| 020145A | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020147C | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 12.0 | rooftop | new tower |
| 020148G | *** | Sumatra North | Medan City | BTS | *** | *** | 20.0 | 11.0 | rooftop | new tower |
| 020151A | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 11.1 | rooftop | new tower |
| 020156D | *** | Sumatra North | Medan City | BTS | *** | *** | 15.0 | 16.2 | rooftop | existing tower |
| 020160E | *** | Sumatra North | Medan City | BTS | *** | *** | 30.0 | 0.0 | greenfield | house |
| 020162E | *** | Sumatra North | Medan City | BTS | *** | *** | 12.0 | 11.0 | rooftop | new tower |
| 020163A | *** | Sumatra North | Medan City | BTS | *** | *** | 6.0 | 30.0 | rooftop | new tower |
| 020164F | *** | Sumatra North | Medan City | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 020169D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020170A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020171C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020172C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020175B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020176B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020177E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020178C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020179A | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 020180B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020181B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020182C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020184D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020187B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020188A | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 020202A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020217A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020219A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020226A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020227A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020228A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |

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| 020229B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020230A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020231D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 020232A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 25.0 | 15.0 | rooftop | new tower |
| 020237B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020239E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020240A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020242B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020246D | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 020249D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020251D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020253A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020257A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020258A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020273B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020400C | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020401B | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020402B | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 7.5 | rooftop | new tower |
| 020403A | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 12.0 | rooftop | apartment building |
| 020404B | *** | Sumatra North | Medan City | BTS | *** | *** | 9.0 | 32.5 | rooftop | |
| 020405C | *** | Sumatra North | Medan City | BTS | *** | *** | 15.0 | 15.0 | rooftop | apartment building |
| 020407A | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | commercial building |
| 020408G | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020409D | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 8.8 | rooftop | new tower |
| 020410B | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 12.5 | rooftop | new tower |
| 020411C | *** | Sumatra North | Medan City | BTS | *** | *** | 12.0 | 20.0 | rooftop | apartment building |
| 020412F | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 11.0 | rooftop | new tower |
| 020413A | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020414G | *** | Sumatra North | Medan City | BTS | *** | *** | 15.0 | 16.0 | rooftop | house |
| 020415H | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 11.0 | rooftop | |

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|---------|-----|---------------|--------------------|-----|-----|-----|------|------|------------|---------------------|
| 020416G | *** | Sumatra North | Medan City | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020417C | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020419A | *** | Sumatra North | Medan City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020420F | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020421B | *** | Sumatra North | Medan City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020423B | *** | Sumatra North | Medan City | BTS | *** | *** | 25.0 | 11.0 | rooftop | commercial building |
| 020500B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020501C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020502A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020503C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 020504A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020505A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020506A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020507A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020508F | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020509C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020510A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020511A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020512B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020513C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020514B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020515Z | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 020516A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020517A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020518E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020519B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020520D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020521A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020522A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020523C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|--------------------|-----|-----|-----|------|-----|------------|----------------|
| 020524B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020525C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | existing tower |
| 020526A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020527A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020528A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020529C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020530A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020531A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020532A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020533A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020534A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020535A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020536A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020537A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020538C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020539D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020540A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020541C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020542A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020543B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020544A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020545B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020546C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020547A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020550C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020552D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 020553A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020554B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020557C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020558A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|--------------------|-----------------|-----|-----|------|-----|------------|-----------|
| 020559A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020560B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020561A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020562B | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 020563A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020564A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020565B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020566E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020567A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020568A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020569C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020570A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020571C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020572D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020573B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020574A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020575B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020576A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020577B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020578A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020579A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020580A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 020582A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020583A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020584A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020585C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020586A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020587A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020588A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020589A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|--------------------|-----------------|-----|-----|------|-----|------------|---------------------|
| 020590A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 020591A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020592E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020593D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020594A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020595A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020596A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020597A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020598C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020599A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020600D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020601B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020602C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020603A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 020605A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020606B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020607A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020608D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | government building |
| 020609C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020611A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020612B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020613A | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 020614A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020615C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020616B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020617A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020618A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020623C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020624C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020629A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|--------------------|-----------------|-----|-----|------|-----|------------|-----------|
| 020631D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 020632A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020633E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020634F | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020636C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020637F | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020638A | *** | Sumatra North | North Sumatra Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 020639E | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020640B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020641A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020642A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 020647C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020649B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 020650D | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020651C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020652A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020700A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020701A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020703B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020704A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020705C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020706B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020707G | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020708A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020709A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020710C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020711A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020712A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020713A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020714A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|--------------------|-----------------------------|-----|-----|------|------|------------|-------------------------|
| 020715A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 020716C | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 020717B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020718B | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 020719A | *** | Sumatra North | North Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 027001A | *** | Sumatra North | Medan City | BTS/BSC/MGW/ MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 027002D | *** | Sumatra North | North Sumatra Road | BTS/BSC/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 028002A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 028003A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 028004A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 028104B | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 028107F | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 028108B | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 028110B | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 028111C | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 028112D | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 028113D | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 028115C | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 028116A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 028117A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 028118A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 028119A | *** | Sumatra North | North Sumatra Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 028120A | *** | Sumatra North | North Sumatra Road | MW Repeater | | | 50.0 | 0.0 | greenfield | existing tower |
| 030002A | *** | Sumatra South | Padang City | BTS | *** | *** | 25.0 | 7.2 | rooftop | commercial building |
| 030003B | *** | Sumatra South | Padang City | BTS | *** | *** | 20.0 | 11.6 | rooftop | commercial building |
| 030007A | *** | Sumatra South | Padang City | BTS | *** | *** | 20.0 | 7.0 | rooftop | commercial building |
| 030009C | *** | Sumatra South | Padang City | BTS | *** | *** | 25.0 | 7.8 | rooftop | commercial building |
| 030011A | *** | Sumatra South | Padang City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 030012B | *** | Sumatra South | Padang City | BTS | *** | *** | 25.0 | 7.8 | rooftop | vacant land - new tower |

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|---------|-----|---------------|--------------------|-----------------|-----|-----|------|-----|------------|------------------------------|
| 030018B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030022B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030025D | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 030026D | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030042B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030043E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030044B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030045D | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030055C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030058T | | Sumatra South | West Sumatra Road | BTS/MW Repeater | | | 0.0 | 0.0 | | |
| 030059G | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030060E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030061E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030092A | | Sumatra South | South Sumatra Road | BTS | | | 0.0 | 0.0 | | |
| 030093A | | Sumatra South | | BTS | | | 0.0 | 0.0 | | |
| 030100Z | | Sumatra South | Padang City | BTS | | | 0.0 | 0.0 | | |
| 030102Z | | Sumatra South | Padang City | BTS | *** | *** | 0.0 | 0.0 | | |
| 030103Z | | Sumatra South | Padang City | BTS | | | 0.0 | 0.0 | | |
| 030104H | | Sumatra South | Padang City | BTS | | | 35.0 | 0.0 | | |
| 030105Z | *** | Sumatra South | Padang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - existing tower |
| 030106D | *** | Sumatra South | Padang City | BTS | *** | *** | 25.0 | 8.0 | rooftop | vacant land - new tower |
| 030107C | *** | Sumatra South | Padang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 030108C | *** | Sumatra South | Padang City | BTS | | | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 030109C | *** | Sumatra South | Padang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030120C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030121A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|---------------|-------------------|-----|-----|-----|------|------|------------|-------------------------|
| 030122C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030123D | | Sumatra South | West Sumatra Road | BTS | | | 0.0 | 0.0 | | |
| 030124C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030125B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030126C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030127B | | Sumatra South | West Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | |
| 030128C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030129C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030130A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 030133E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030136A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030137B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030138E | | Sumatra South | West Sumatra Road | BTS | | | 45.0 | 0.0 | greenfield | |
| 030139F | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 45.0 | greenfield | vacant land - new tower |
| 030140E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030143A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 030144A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030145G | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030146A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030147Z | | Sumatra South | West Sumatra Road | BTS | | | 0.0 | 0.0 | | |
| 030148B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030149C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030150E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030151D | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030152D | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030153A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030154Z | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 42.0 | 0.0 | greenfield | |

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|---------|-----|---------------|-------------------|-------------------------|-----|-----|------|-----|------------|-------------------------|
| 030155E | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030156F | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030157G | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030158E | *** | Sumatra South | West Sumatra Road | BTS | | | 45.0 | 0.0 | rooftop | new tower |
| 030160C | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030161B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030162G | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 030163B | *** | Sumatra South | West Sumatra Road | BTS | | | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 030164A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 030165A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030166A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030167A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030168A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 030169B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030170A | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 030171Z | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 030175B | *** | Sumatra South | West Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 037001A | *** | Sumatra South | Padang City | BTS/BSC/MGW/MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 038001A | *** | Sumatra South | West Sumatra Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 038003D | *** | Sumatra South | West Sumatra Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 038006Z | | Sumatra South | West Sumatra Road | MW Repeater | | | 52.0 | 0.0 | greenfield | |
| 038007E | *** | Sumatra South | West Sumatra Road | MW Repeater | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 038008B | *** | Sumatra South | West Sumatra Road | MW Repeater | | | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 038020A | *** | Sumatra South | West Sumatra Road | MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | vacant land - new tower |
| 040001B | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040002C | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

| BTS/MW | | | | | | | | | | |
|---------|-----|-------|------------|----------|-----|-----|-------|------|------------|----------------------------|
| 040003B | *** | Batam | Batam City | Repeater | *** | *** | 100.0 | 0.0 | greenfield | existing tower |
| 040005B | *** | Batam | Batam City | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 040006G | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040007B | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040008B | *** | Batam | Batam City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040009B | *** | Batam | Batam City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 040010A | *** | Batam | Bintan | BTS | *** | *** | 65.0 | 0.0 | greenfield | existing tower |
| 040011B | *** | Batam | Bintan | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040013B | *** | Batam | Batam City | BTS | *** | *** | 55.0 | 0.0 | greenfield | existing tower |
| 040014C | *** | Batam | Batam City | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040015B | *** | Batam | Batam City | BTS | *** | *** | 25.0 | 7.5 | rooftop | mosque |
| 040018B | *** | Batam | Batam City | BTS | *** | *** | 25.0 | 7.0 | rooftop | commercial building |
| 040019A | *** | Batam | Batam City | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 040020A | *** | Batam | Batam City | BTS | *** | *** | 12.0 | 20.5 | rooftop | new tower |
| 040021B | *** | Batam | Batam City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040022A | *** | Batam | Batam City | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 040023A | *** | Batam | Batam City | BTS | *** | *** | 12.0 | 10.0 | rooftop | commercial building |
| 040025B | *** | Batam | Batam City | BTS | *** | *** | 12.0 | 9.0 | rooftop | house |
| 040026D | *** | Batam | Batam City | BTS | *** | *** | 25.0 | 12.0 | rooftop | commercial building |
| 040027D | *** | Batam | Batam City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040028C | *** | Batam | Batam City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040029D | *** | Batam | Batam City | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 040030G | *** | Batam | Batam City | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 040031C | *** | Batam | Batam City | BTS | *** | *** | 25.0 | 7.5 | rooftop | house |
| 040032B | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | university/school building |
| 040033F | *** | Batam | Batam City | BTS | *** | *** | 20.0 | 9.8 | rooftop | commercial building |
| 040034A | *** | Batam | Batam City | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 040035C | *** | Batam | Batam City | BTS | *** | *** | 20.0 | 10.0 | rooftop | existing tower |
| 040036B | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040037A | *** | Batam | Batam City | BTS | *** | *** | 12.0 | 11.0 | rooftop | house |

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|---------|-----|---------------|----------------|-----|-----|-----|------|------|------------|----------------------------------------|
| 040038D | *** | Batam | Batam City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower commercial building |
| 040039C | *** | Batam | Batam City | BTS | *** | *** | 12.0 | 10.1 | rooftop | office |
| 040040B | *** | Batam | Batam City | BTS | *** | *** | 9.0 | 35.0 | rooftop | office |
| 040041T | | Batam | Bintan | BTS | | | 0.0 | 0.0 | | |
| 040042C | *** | Batam | Bintan | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040043T | | Batam | Bintan | BTS | | | 0.0 | 0.0 | | |
| 040044A | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040045D | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040046B | *** | Batam | Bintan | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040050B | *** | Batam | Bintan | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040051D | *** | Batam | Bintan | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040052B | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040057B | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040058B | *** | Batam | Bintan | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040059B | *** | Batam | Batam City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040060B | *** | Batam | Batam City | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower commercial building |
| 040061C | *** | Batam | Batam City | BTS | *** | *** | 25.0 | 0.0 | greenfield | existing tower |
| 040062B | *** | Batam | Batam City | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 040063A | *** | Batam | Batam City | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 040064A | *** | Batam | Batam City | BTS | *** | *** | 52.0 | 0.0 | greenfield | new tower |
| 040065B | *** | Batam | Bintan | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040066B | *** | Batam | Bintan | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040067A | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040068D | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040069C | *** | Batam | Bintan | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040070A | *** | Batam | Bintan | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 040071A | *** | Batam | Batam City | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040072A | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | apartment building |
| 040101A | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 25.0 | 12.0 | rooftop | new tower |
| 040102E | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 040104E | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|----------------|-----------------|-----|-----|------|------|------------|--------------------|
| 040106E | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 6.0 | 30.0 | rooftop | apartment building |
| 040107J | *** | Sumatra North | Pekanbaru City | BTS | | | 6.0 | 14.0 | rooftop | new tower |
| 040108B | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 25.0 | 11.0 | rooftop | apartment building |
| 040109D | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040110B | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 35.0 | 0.0 | greenfield | apartment building |
| 040123A | *** | Sumatra North | Riau Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040124A | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 040125A | *** | Sumatra North | Riau Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 040150D | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040151A | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 20.0 | 0.0 | greenfield | existing tower |
| 040152C | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 040153C | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040154A | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040155B | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040156A | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040157E | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 040158A | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040159B | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040160B | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040161A | *** | Sumatra North | Pekanbaru City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040170C | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | new tower |
| 040171A | *** | Sumatra North | Riau Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040172C | *** | Sumatra North | Riau Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040173Z | *** | Sumatra North | Riau Road | BTS | | | 43.0 | 0.0 | greenfield | existing tower |
| 040174E | *** | Sumatra North | Riau Road | BTS | | | 54.0 | 0.0 | greenfield | new tower |
| 040175D | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040176Z | *** | Sumatra North | Riau Road | BTS | | | 60.0 | 0.0 | greenfield | existing tower |
| 040177A | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 040178C | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040179B | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|-----------|-----------------|-----|-----|-------|-----|------------|----------------|
| 040180B | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040181A | *** | Sumatra North | Riau Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 040182B | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040183A | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040184A | *** | Sumatra North | Riau Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040186C | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040187B | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040188B | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040189A | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 040190A | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040191A | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040192A | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040193A | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040194C | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040195A | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 040196A | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040197A | *** | Sumatra North | Riau Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040198A | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 040199A | *** | Sumatra North | Riau Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 040200A | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 040201C | *** | Sumatra North | Riau Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040202A | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040203A | *** | Sumatra North | Riau Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040204A | *** | Sumatra North | Riau Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040205A | *** | Sumatra North | Riau Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040206C | *** | Sumatra North | Riau Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040207A | *** | Batam | Riau Road | BTS/MW Repeater | *** | *** | 102.0 | 0.0 | greenfield | new tower |
| 040209A | *** | Sumatra North | Riau Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040210Z | *** | Sumatra North | Riau Road | BTS | | | 60.0 | 0.0 | greenfield | existing tower |
| 040220C | *** | Sumatra North | Riau Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |

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|---------|-----|------------------|--------------------------|--------------------|-----|-----|-------|------|------------|----------------------------|
| 040301A | *** | Batam | Tanjung Balai Karimun | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040302B | *** | Batam | Tanjung Balai Karimun | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040303C | *** | Batam | Tanjung Balai Karimun | BTS/MW Repeater | | | 0.0 | 0.0 | | |
| 040304B | *** | Batam | Batam City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 040305A | *** | Batam | Batam City | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040306B | *** | Batam | Batam City | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040307B | *** | Batam | Batam City | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040308A | *** | Batam | Bintan | BTS | *** | *** | 100.0 | 0.0 | greenfield | existing tower |
| 040309B | *** | Batam | Bintan | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 040310A | *** | Batam | Bintan | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040311Y | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 040312B | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 040313B | *** | Batam | Bintan | BTS | *** | *** | 45.0 | 0.0 | | vacant land - new tower |
| 040314A | *** | Batam | Bintan | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040315A | *** | Batam | Bintan | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 040316A | *** | Batam | Bintan | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 040317A | *** | Batam | Bintan | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 047001B | *** | Batam | Batam City | BSC/MW Repeater | *** | *** | 9.0 | 36.0 | rooftop | office |
| 048004B | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 048005A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | |
| 048010A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 102.0 | 0.0 | greenfield | new tower |
| 048012A | *** | Batam | Riau Road | MW Repeater | *** | *** | 92.0 | 0.0 | greenfield | new tower |
| 048013A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 048014A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 048015A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 048016A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 048017B | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 048018B | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 048019B | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 048020B | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 048023A | *** | Batam | Tanjung Balai Karimun | MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 048024C | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------------|------------|-------------------------------------|-----|-----|------|------|------------|----------------------------|
| 048025A | *** | Batam | Bintan | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 048103A | *** | Sumatra North | Riau Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 049001A | *** | Sumatra North | Riau Road | BTS/BSC/ MSC/MGW/ MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 050001B | *** | Sumatra South | Jambi City | BTS | *** | *** | 25.0 | 6.7 | rooftop | vacant land - new tower |
| 050002A | *** | Sumatra South | Jambi City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050003A | *** | Sumatra South | Jambi City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 050004C | *** | Sumatra South | Jambi City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050005A | *** | Sumatra South | Jambi City | BTS | *** | *** | 25.0 | 12.9 | rooftop | house |
| 050007C | *** | Sumatra South | Jambi City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 050008C | *** | Sumatra South | Jambi City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050009A | *** | Sumatra South | Jambi City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050010B | *** | Sumatra South | Jambi City | BTS | *** | *** | 25.0 | 10.8 | rooftop | commercial building |
| 050011A | *** | Sumatra South | Jambi City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050012A | *** | Sumatra South | Jambi City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050013B | *** | Sumatra South | Jambi City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050021A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050050B | *** | Sumatra South | Jambi City | BTS | *** | *** | 25.0 | 7.9 | rooftop | commercial building |
| 050051B | *** | Sumatra South | Jambi City | BTS | *** | *** | 25.0 | 8.0 | rooftop | house |
| 050052B | *** | Sumatra South | Jambi City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050054B | *** | Sumatra South | Jambi City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 050055D | *** | Sumatra South | Jambi City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050056C | *** | Sumatra South | Jambi City | BTS | *** | *** | 25.0 | 11.8 | rooftop | new building |
| 050060C | *** | Sumatra South | Jambi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050061D | *** | Sumatra South | Jambi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050062A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050063B | *** | Sumatra South | Jambi Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 050064A | *** | Sumatra South | Jambi Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 050065A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 050066A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|---------------|----------------|---------------------|-----|-----|------|------|------------|-------------------------|
| 050067A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 050068C | *** | Sumatra South | Jambi Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | vacant land - new tower |
| 050069A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 050070A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 050071A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 050072A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 050073A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 050074C | *** | Sumatra South | Jambi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050075C | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 050076A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 050077A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 050078A | *** | Sumatra South | Jambi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 057001B | *** | Sumatra South | Jambi City | BTS/BSC/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 058002A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 058003B | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 058005A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 058006A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 058007A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 058008A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 058010A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 058011A | *** | Sumatra South | Jambi Road | MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060010A | *** | Sumatra South | Palembang City | BTS | *** | *** | 15.0 | 14.0 | rooftop | new building |
| 060011B | *** | Sumatra South | Palembang City | BTS | *** | *** | 15.0 | 12.0 | rooftop | new building |
| 060012A | *** | Sumatra South | Palembang City | BTS | *** | *** | 15.0 | 12.0 | rooftop | new building |
| 060013D | *** | Sumatra South | Palembang City | BTS | *** | *** | 20.0 | 8.2 | rooftop | commercial building |
| 060014D | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 11.0 | rooftop | commercial building |
| 060016B | *** | Sumatra South | Palembang City | BTS | *** | *** | 20.0 | 7.7 | rooftop | commercial building |
| 060017B | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060018A | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 11.1 | rooftop | Hotel Cendana |
| 060019C | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|---------------|--------------------|-----|-----|-----|------|------|------------|-------------------------|
| 060020B | *** | Sumatra South | Palembang City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 060021A | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060022H | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new building |
| 060023B | *** | Sumatra South | Palembang City | BTS | *** | *** | 20.0 | 14.0 | rooftop | new building |
| 060025B | *** | Sumatra South | Palembang City | BTS | *** | *** | 20.0 | 12.0 | rooftop | vacant land - new tower |
| 060026B | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 12.0 | rooftop | new building |
| 060027C | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060028A | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 060030D | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 10.5 | rooftop | vacant land - new tower |
| 060031B | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 7.5 | rooftop | commercial building |
| 060032B | *** | Sumatra South | Palembang City | BTS | *** | *** | 25.0 | 11.6 | rooftop | commercial building |
| 060033B | *** | Sumatra South | Palembang City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 060034A | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060035A | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | new building |
| 060036B | *** | Sumatra South | Palembang City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 060037B | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060038B | *** | Sumatra South | Palembang City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 060039B | *** | Sumatra South | Palembang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060040Z | | Sumatra South | Palembang City | BTS | *** | *** | 0.0 | 0.0 | | |
| 060041A | *** | Sumatra South | Palembang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060044B | *** | Sumatra South | Palembang City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060046A | *** | Sumatra South | Palembang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060047A | *** | Sumatra South | Palembang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060048C | *** | Sumatra South | Palembang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060049A | *** | Sumatra South | Palembang City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060094A | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060099A | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060100B | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060101B | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060120B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|---------------|--------------------|-----------------|-----|-----|------|-----|------------|-------------------------|
| 060121B | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 82.0 | 0.0 | greenfield | vacant land - new tower |
| 060122B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060123A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060124D | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 060125Z | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 060126E | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 82.0 | 0.0 | greenfield | vacant land - new tower |
| 060127A | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060128A | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060129A | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060130B | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060131A | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060132B | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060133B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060134D | | Sumatra South | Bangka Belitung | BTS | | | 54.0 | 0.0 | | |
| 060135A | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060136C | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060137B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060138C | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060139A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060140B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060141C | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060142D | *** | Sumatra South | Bangka Belitung | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060143A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060144B | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 060145A | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 060146A | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 060147B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060148A | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|---------------|--------------------|-----------------|-----|-----|------|------|------------|-------------------------|
| 060149A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060150B | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | vacant land - new tower |
| 060151C | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060152A | *** | Sumatra South | Bangka Belitung | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 060153A | *** | Sumatra South | Bangka Belitung | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 060154A | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 060157E | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 82.0 | 0.0 | greenfield | vacant land - new tower |
| 060158A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 060159A | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 060160E | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 060161A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060162D | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060163A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060170C | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 060171B | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 060172A | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 060173A | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060174A | *** | Sumatra South | Bengkulu Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060180C | *** | Sumatra South | Palembang City | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060181Z | | Sumatra South | Palembang City | BTS | | | 0.0 | 0.0 | | |
| 060182D | *** | Sumatra South | Palembang City | BTS | *** | *** | 20.0 | 12.1 | rooftop | commercial building |
| 060200B | *** | Sumatra South | South Sumatra Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 060201B | *** | Sumatra South | Bangka Belitung | BTS/MW Repeater | *** | *** | 82.0 | 0.0 | greenfield | vacant land - new tower |
| 060202A | *** | Sumatra South | Bangka Belitung | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | vacant land - new tower |
| 060209Z | | Sumatra South | South Sumatra Road | BTS | | | 0.0 | 0.0 | | |
| 060210A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060211C | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 060212A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 060213B | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|---------------|---------------------|-------------------------|-----|-----|------|------|------------|-------------------------|
| 060214A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 060216A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060217A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060218A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 060219A | *** | Sumatra South | South Sumatra Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 067001A | *** | Sumatra South | Palembang City | BTS/BSC/MGW/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 068003A | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 068004A | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 068005A | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 068006A | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 068007C | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 068009A | *** | Sumatra South | Bangka Belitung | MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 068015A | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 068020B | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 60.0 | 0.0 | greenfield | vacant land - new tower |
| 068021B | *** | Sumatra South | South Sumatra Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 068022A | *** | Sumatra South | Bangka Belitung | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 068023A | *** | Sumatra South | Bengkulu Road | MW Repeater | *** | *** | 54.0 | 0.0 | | |
| 070006A | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070013C | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070014D | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070020A | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070021A | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070022B | *** | Sumatra South | Bengkulu City | BTS/MW Repeater | *** | *** | 50.0 | 0.0 | greenfield | vacant land - new tower |
| 070023B | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 070024B | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 070025C | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070026A | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070027B | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 070028D | *** | Sumatra South | Bengkulu City | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080058C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 25.0 | 16.0 | rooftop | commercial building |

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|---------|-----|---------------|---------------------|-----|-----|-----|------|------|------------|-------------------------|
| 080059B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 25.0 | 12.0 | rooftop | commercial building |
| 080060Z | | Sumatra South | Bandar Lampung City | BTS | | | 0.0 | 0.0 | | |
| 080061C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080062B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 25.0 | 7.0 | rooftop | commercial building |
| 080063A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 15.0 | 19.0 | rooftop | commercial building |
| 080064A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080065C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080066C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 20.0 | 13.5 | rooftop | vacant land - new tower |
| 080067A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080068A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080069B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 25.0 | 11.5 | rooftop | vacant land - new tower |
| 080070A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080071B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080072C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080073A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080074A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080075A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080076A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 080077B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080078A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080079C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080080A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080081B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080082B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080083C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080085B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 080086B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080087B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080088A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |

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| 080089A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080090A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080091A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 20.0 | 7.0 | rooftop | house |
| 080092B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 25.0 | 6.9 | rooftop | commercial building |
| 080093C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080094A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080095A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080096C | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080097B | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 25.0 | 7.0 | rooftop | commercial building |
| 080098A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080099A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080101A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080102B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080103A | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080109A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080119A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080124E | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080126B | *** | Sumatra South | Lampung Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 080137F | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080139D | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080140C | *** | Sumatra South | Lampung Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 080150G | *** | Sumatra South | Bandar Lampung City | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080200B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080201A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080202B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080204B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080205A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080206A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080207A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |

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| 080208A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080209A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080212A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 080213A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080214A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080215B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080216A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 080217C | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080218A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080219B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080220A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080221B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 080222A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080224A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080225A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080227A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080228A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 080229B | *** | Sumatra South | Lampung Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 080230B | *** | Sumatra Bandar | Lampung City | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080231D | *** | Sumatra Bandar | Lampung City | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080232Z | *** | Sumatra South | Lampung Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | |
| 080233A | *** | Sumatra South | Lampung Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 080235A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080238A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080239B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080240A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080242A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080243Z | *** | Sumatra South | Lampung Road | BTS | *** | *** | 60.0 | 0.0 | greenfield | |

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| 080244A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080245A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 080246A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080247B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080249C | *** | Sumatra South | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080254A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080256A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 080257A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080258A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080259A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080260A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080261A | *** | Sumatra South | Lampung Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 080262A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080264A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080265A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080266A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080267A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080272A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080273A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080275A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080276A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080277A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080281A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 080282B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080283A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080284A | *** | Sumatra South | Lampung Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 080285B | *** | Sumatra South | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |

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| 080286A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080287A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080288B | | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 080289B | | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 080291A | | Sumatra | Lampung Road | BTS | | | 64.0 | 0.0 | greenfield | |
| 080292A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080293A | *** | Sumatra | Lampung Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 080294A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080295B | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080296B | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080297A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080298A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080299A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080300A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080301A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080302A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080303A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 080304A | *** | Sumatra | Lampung Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 087001A | *** | Sumatra | Bandar Lampung City | BTS/BSC/MGW/MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 087002A | *** | Sumatra | Lampung Road | BTS/BSC/MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 088002A | *** | Sumatra | Lampung Road | MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 088006A | *** | Sumatra | Lampung Road | MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | vacant land - new tower |
| 090011C | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 20.0 | 9.0 | rooftop | new tower |
| 090012B | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 21.0 | 7.6 | rooftop | commercial building |
| 090014B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 12.0 | rooftop | house |
| 090015E | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 21.0 | 8.0 | rooftop | new tower |

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| 090016A | *** | Jakarta | Jakarta | BTS | | | 9.0 | 0.0 | | |
| 090017A | *** | Jakarta | Jakarta | BTS | | | 12.0 | 0.0 | | |
| 090018A | *** | Jakarta | Bodetabek | BTS | | | 9.0 | 0.0 | | |
| 090019A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 13.7 | rooftop | commercial building |
| 090023J | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 25.0 | 7.5 | rooftop | new tower |
| 090024F | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 090025I | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 25.0 | 0.0 | greenfield | vacant land - new tower |
| 090027C | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 19.0 | rooftop | new tower |
| 090029G | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090030A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090031C | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 20.0 | 10.0 | rooftop | office |
| 090037A | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 12.0 | 11.0 | rooftop | government building |
| 090039A | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 12.0 | 9.6 | rooftop | office |
| 090042F | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 0.0 | rooftop | existing tower |
| 090056J | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 16.0 | rooftop | office |
| 090065D | *** | Jakarta | South Jakarta | BTS | *** | *** | 12.0 | 14.5 | rooftop | commercial building |
| 090066D | *** | Jakarta | South Jakarta | BTS | *** | *** | 15.0 | 7.0 | rooftop | mosque |
| 090068C | *** | Jakarta | South Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090072A | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 30.0 | rooftop | university/school building |
| 090080B | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 6.0 | 23.7 | rooftop | new tower |
| 090086F | *** | Jakarta | South Jakarta | BTS | *** | *** | 12.0 | 10.0 | rooftop | new tower |
| 090089B | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 20.0 | 12.2 | rooftop | new tower |
| 090091B | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 12.0 | 9.0 | rooftop | office |
| 090093A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090094J | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 6.0 | 20.5 | rooftop | office |
| 090096A | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 15.0 | 12.2 | rooftop | new tower |
| 090097A | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 11.5 | rooftop | new tower |
| 090098E | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090116D | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 10.7 | rooftop | new tower |
| 090117A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 12.0 | 14.0 | rooftop | commercial building |

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|---------|-----|---------|-----------------|------------|-----|-----|------|------|------------|-------------------------|
| 090120A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 0.0 | 33.1 | rooftop | commercial building |
| 090125M | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 11.0 | rooftop | office |
| 090140F | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 11.5 | rooftop | house |
| 090153D | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | commercial building |
| 090161C | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 19.3 | rooftop | hospital |
| 090167G | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 22.5 | rooftop | existing tower |
| 090169F | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 14.7 | rooftop | commercial building |
| 090170D | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 15.0 | 18.3 | rooftop | office |
| 090177I | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 12.0 | 17.3 | rooftop | commercial building |
| 090179D | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 15.0 | 14.0 | rooftop | house |
| 090180B | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 20.0 | 14.0 | rooftop | new tower |
| 090181A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 12.0 | 14.4 | rooftop | commercial building |
| 090182B | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 20.0 | 10.1 | rooftop | new tower |
| 090183I | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 18.0 | 11.5 | rooftop | commercial building |
| 090185A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 20.0 | 11.0 | rooftop | new tower |
| 090193B | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 16.0 | rooftop | office |
| 090194F | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 40.0 | rooftop | existing tower |
| 090200F | *** | Jakarta | Central Jakarta | BTS | *** | *** | 18.0 | 12.0 | rooftop | |
| 090203D | *** | Jakarta | West Jakarta | BTS | *** | *** | 25.0 | 6.0 | rooftop | new tower |
| 090205A | *** | Jakarta | West Jakarta | BTS | *** | *** | 9.0 | 11.6 | rooftop | new tower |
| 090207B | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090208A | *** | Jakarta | West Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | vacant land - new tower |
| 090209A | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090210I | *** | Jakarta | West Jakarta | BTS | *** | *** | 0.0 | 23.0 | rooftop | shopping mall |
| 090211D | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090215E | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 0.0 | 25.0 | rooftop | new tower |
| 090216F | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 18.0 | 8.0 | rooftop | mosque |
| 090218C | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 3.0 | 50.0 | rooftop | office |

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| 090232D | *** | Jakarta | North Jakarta | BTS | *** | *** | 12.0 | 15.0 | rooftop | commercial building |
| 090234C | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 12.0 | 9.8 | rooftop | commercial building |
| 090235B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090237A | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 6.0 | 26.0 | rooftop | university/school building |
| 090238D | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 14.0 | rooftop | university/school building |
| 090239C | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 9.0 | 9.0 | rooftop | commercial building |
| 090240A | *** | Jakarta | North Jakarta | BTS | *** | *** | 12.0 | 14.0 | rooftop | mosque |
| 090241F | *** | Jakarta | North Jakarta | BTS | *** | *** | 6.0 | 36.0 | rooftop | apartment building |
| 090242B | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 10.2 | rooftop | commercial building |
| 090243C | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 12.0 | 15.0 | rooftop | commercial building |
| 090244C | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 15.0 | 10.5 | rooftop | new tower |
| 090245C | *** | Jakarta | North Jakarta | BTS | *** | *** | 15.0 | 12.2 | rooftop | commercial building |
| 090247L | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090249B | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 18.0 | 7.0 | rooftop | new tower |
| 090251F | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 090255F | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 12.0 | 8.0 | rooftop | new tower |
| 090259G | *** | Jakarta | East Jakarta | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 090260F | *** | Jakarta | East Jakarta | BTS | *** | *** | 12.0 | 10.0 | rooftop | commercial building |
| 090261B | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090262A | *** | Jakarta | East Jakarta | BTS | *** | *** | 12.0 | 9.8 | rooftop | commercial building |
| 090267N | *** | Jakarta | East Jakarta | BTS | *** | *** | 21.0 | 6.4 | rooftop | house |
| 090268F | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | university/school building |
| 090269A | *** | Jakarta | East Jakarta | BTS | *** | *** | 12.0 | 7.0 | rooftop | industrial building |
| 090270E | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090271C | *** | Jakarta | East Jakarta | BTS | *** | *** | 9.0 | 25.0 | rooftop | commercial building |
| 090272C | *** | Jakarta | East Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090274A | *** | Jakarta | East Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090275C | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |

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| 090276C | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090277B | *** | Jakarta | East Jakarta | BTS | *** | *** | 12.0 | 10.5 | rooftop | university/school building |
| 090278A | *** | Jakarta | East Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090279B | *** | Jakarta | North Jakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | vacant land - new tower |
| 090280F | *** | Jakarta | North Jakarta | BTS | *** | *** | 12.0 | 14.0 | rooftop | commercial building |
| 090281A | *** | Jakarta | North Jakarta | BTS | *** | *** | 55.0 | 10.0 | greenfield | new tower |
| 090283E | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090284A | *** | Jakarta | North Jakarta | BTS | *** | *** | 12.0 | 7.0 | rooftop | new tower |
| 090285B | *** | Jakarta | North Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090286D | *** | Jakarta | East Jakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 090287H | *** | Jakarta | East Jakarta | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 090288D | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | airport |
| 090290A | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090293A | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090296B | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 20.0 | 11.0 | rooftop | commercial building |
| 090314A | *** | Jakarta | South Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090316D | *** | Jakarta | South Jakarta | BTS | *** | *** | 12.0 | 10.8 | rooftop | commercial building |
| 090328A | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 7.0 | rooftop | new tower |
| 090329D | *** | Jakarta | West Jakarta | BTS | *** | *** | 9.0 | 13.0 | rooftop | commercial building |
| 090330A | *** | Jakarta | West Jakarta | BTS | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 090331A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090332A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090333C | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090334B | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090335D | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090336B | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090337C | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090338D | *** | Jakarta | West Jakarta | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |

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| 090339C | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090340D | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090341B | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 40.1 | rooftop | commercial building |
| 090342G | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 12.0 | rooftop | office |
| 090343B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 11.0 | rooftop | commercial building |
| 090344F | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 0.0 | 0.0 | | |
| 090345G | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 0.0 | 30.0 | rooftop | mosque |
| 090346C | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090347G | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 18.0 | 11.3 | rooftop | commercial building |
| 090350B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 6.0 | 22.0 | rooftop | government building |
| 090354A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 10.4 | rooftop | commercial building |
| 090355A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 16.6 | rooftop | university/school building |
| 090356A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 9.0 | rooftop | commercial building |
| 090358D | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 12.0 | 10.8 | rooftop | commercial building |
| 090359B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 10.0 | rooftop | commercial building |
| 090361D | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090364B | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 50.0 | 0.0 | greenfield | vacant land - new tower |
| 090365A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090366D | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090367E | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090368A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 12.0 | 18.0 | rooftop | commercial building |
| 090369C | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 30.0 | 30.0 | greenfield | government building |
| 090370D | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090371C | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 090372C | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090373B | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 090374A | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090375C | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090376C | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090377B | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 12.0 | rooftop | commercial building |

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| 090378B | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090379A | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090380B | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090381A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090382C | *** | Jakarta | West Jakarta | BTS | *** | *** | 9.0 | 24.0 | rooftop | apartment building |
| 090384A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090385A | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 11.0 | rooftop | commercial building |
| 090386A | *** | Jakarta | West Jakarta | BTS | *** | *** | 9.0 | 8.4 | rooftop | commercial building |
| 090387E | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 14.0 | rooftop | university/school building |
| 090388I | *** | Jakarta | West Jakarta | BTS | *** | *** | 21.0 | 8.0 | rooftop | |
| 090389E | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 9.0 | rooftop | commercial building |
| 090391A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090392C | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 7.0 | rooftop | commercial building |
| 090393D | *** | Jakarta | West Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090396G | *** | Jakarta | East Jakarta | BTS | *** | *** | 0.0 | 20.0 | rooftop | mosque |
| 090398G | *** | Jakarta | North Jakarta | BTS | *** | *** | 9.0 | 15.0 | rooftop | new tower |
| 090402B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 9.0 | 11.6 | rooftop | commercial building |
| 090404F | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 20.0 | 9.3 | rooftop | house |
| 090406E | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 10.6 | rooftop | new tower |
| 090407B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 6.0 | 34.0 | rooftop | hotel |
| 090408A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 18.0 | rooftop | new tower |
| 090409K | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 3.0 | 28.0 | rooftop | commercial building |
| 090411F | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 090412A | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090413I | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 12.0 | 18.4 | rooftop | commercial building |
| 090417C | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 18.0 | 8.0 | rooftop | new tower |
| 090420A | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 9.0 | 14.2 | rooftop | commercial building |
| 090422D | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 12.0 | 15.3 | rooftop | commercial building |
| 090423L | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 18.0 | 10.0 | rooftop | |

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| 090425C | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | vacant land - |
| 090429N | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 15.0 | 12.0 | rooftop | new tower |
| 090431A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 25.0 | 6.0 | rooftop | commercial building |
| 090435E | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 15.0 | 10.0 | rooftop | commercial building |
| 090436D | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 20.0 | 7.6 | rooftop | commercial building |
| 090438G | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 15.0 | 7.5 | rooftop | new tower |
| 090439C | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 6.0 | 22.4 | rooftop | government building |
| 090446C | *** | Jakarta | Central Jakarta | BTS | *** | *** | 18.0 | 8.5 | rooftop | shopping mall |
| 090450C | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 20.0 | 9.0 | rooftop | commercial building |
| 090452E | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | house |
| 090453A | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 35.0 | 0.0 | greenfield | vacant land - |
| 090454A | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090455F | *** | Jakarta | East Jakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | government building |
| 090456D | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 090457A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - |
| 090458B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 090459A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | government building |
| 090460B | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 12.0 | 16.0 | rooftop | vacant land - |
| 090461B | *** | Jakarta | East Jakarta | BTS | *** | *** | 12.0 | 30.0 | rooftop | new tower |
| 090462D | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 25.0 | 6.8 | rooftop | commercial building |
| 090464C | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 3.0 | 50.0 | rooftop | university/school building |
| 090465D | *** | Jakarta | North Jakarta | BTS | *** | *** | 21.0 | 9.0 | rooftop | hotel |
| 090466G | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | commercial building |
| 090467B | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 6.0 | 40.0 | rooftop | vacant land - |
| 090468C | *** | Jakarta | North Jakarta | BTS1/BTS2/Node B | *** | *** | 6.0 | 42.2 | rooftop | new tower |
| 090469B | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 20.0 | 8.0 | rooftop | commercial building |
| 090470C | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 15.0 | 10.4 | rooftop | commercial building |
| 090472C | *** | Jakarta | South Jakarta | BTS/Node B | *** | *** | 21.0 | 3.8 | rooftop | new tower |

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|---------|-----|-----------|-----------------|-----------------------------------------------------|-----|-----|------|-------|------------|------------------------------|
| 090473A | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 20.0 | 10.0 | rooftop | new building |
| 090476D | *** | Jakarta | South Jakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - existing tower |
| 090477E | *** | Jakarta | North Jakarta | BTS/Node B | *** | *** | 12.0 | 10.0 | rooftop | mosque |
| 090478A | *** | Jakarta | East Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 090479A | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090480C | *** | Jakarta | East Jakarta | BTS/Node B | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 090481F | *** | Jakarta | East Jakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 090482B | *** | Jakarta | West Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | house |
| 090483B | *** | Jakarta | South Jakarta | BTS | *** | *** | 15.0 | 0.0 | rooftop | |
| 090484C | *** | Jakarta | East Jakarta | BTS | *** | *** | 20.0 | 0.0 | rooftop | |
| 090486A | *** | Jakarta | Central Jakarta | BTS | *** | *** | 0.0 | 0.0 | RoofTop | |
| 090487Z | *** | Jakarta | North Jakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | |
| 094317D | *** | Jakarta | West Jakarta | BTS | *** | *** | 12.0 | 12.5 | rooftop | government building |
| 094320C | *** | Jakarta | Central Jakarta | BTS/Node B | *** | *** | 3.0 | 25.0 | rooftop | hotel |
| 094322A | *** | Jakarta | West Jakarta | BTS/Node B | *** | *** | 12.0 | 17.5 | rooftop | commercial building |
| 094323A | *** | Jakarta | North Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 094324B | *** | Jakarta | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 094326A | *** | Jakarta | East Jakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 097001A | *** | Jakarta | Central Jakarta | BSC | *** | *** | 20.0 | 100.0 | rooftop | commercial building |
| 098001A | *** | Jakarta | West Jakarta | MW Repeater MSC/RNC/BSC1/ BSC2/MW Repeater | *** | *** | 9.0 | 40.0 | rooftop | commercial building |
| 099002A | *** | Jakarta | South Jakarta | Repeater | *** | *** | 15.0 | 39.8 | rooftop | commercial building |
| 100001A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 100002A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100004A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100005B | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100006B | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100009B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100010I | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|-----|------------|-----------|
| 100011A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100012C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100013E | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100014G | *** | West Java | Bandung | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100015D | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100016C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100017G | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100018A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100019I | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100020D | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100021A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100022E | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100023A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100024A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100025D | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100026E | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100027C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100028C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100029A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100030B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100031A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100032B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100033D | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100034C | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 100035A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100036B | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100037C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100038A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100039A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100040C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|------|------------|---------------------|
| 100041A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100043B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100044D | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100045D | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100046A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100047G | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100048C | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100049A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100050A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100051B | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100052A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100054B | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100055C | *** | West Java | West Java Road | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 100056B | *** | West Java | West Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100057D | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100061B | *** | West Java | West Java Road | BTS | *** | *** | 15.0 | 15.0 | rooftop | commercial building |
| 100063D | *** | West Java | West Java Road | BTS | *** | *** | 20.0 | 11.0 | rooftop | house |
| 100064B | *** | West Java | West Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 100066C | *** | West Java | West Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100067A | *** | West Java | West Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100068A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100069D | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100070A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100071A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100072B | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100073C | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 100074C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100075A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100076C | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100077A | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|------------------------|-----------------|-----|-----|------|-----|------------|---------------------|
| 100078B | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100079B | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100080J | *** | West Java | West Java Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | existing tower |
| 100081A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100082C | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100083B | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100084D | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100085A | *** | West Java | West Java Road | BTS | *** | *** | 85.0 | 0.0 | greenfield | existing tower |
| 100086B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100087D | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100088J | *** | Botabek | East Jakarta / Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 100089C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100090D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100092C | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100093C | *** | Botabek | East Jakarta / Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100094G | *** | Botabek | Bekasi | BTS | *** | *** | 18.0 | 0.0 | rooftop | commercial building |
| 100095C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100096A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100097G | *** | West Java | West Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 100098A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100099A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100100D | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100101A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100102G | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100103E | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100104H | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100105E | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100106E | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100107E | *** | West Java | West Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 100108A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|-----|------------|----------------|
| 100109A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 100110C | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100111B | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100112D | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100113E | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100114E | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 100115E | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100116A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100117C | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100118B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100119B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100120E | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100121A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100122G | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100123D | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100124D | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100125A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100126B | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100128D | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100129D | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100130A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100131C | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 100132A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100133K | *** | West Java | West Java Road | BTS | *** | *** | 60.0 | 0.0 | greenfield | existing tower |
| 100134B | *** | West Java | West Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100135D | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100136G | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100137B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100138A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100139C | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|------------------------|-----------------|-----|-----|------|------|------------|---------------------|
| 100140A | *** | West Java | West Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 100141C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100147A | *** | Botabek | Bekasi | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 100149D | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100150B | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100151C | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100152E | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100153F | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100155B | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100156D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100157E | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100158C | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100159B | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100160B | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100161B | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100162A | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100163H | *** | Botabek | East Jakarta / Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100164D | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100165D | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100167C | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100168B | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100169D | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100170D | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100171C | *** | Botabek | Depok | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 100172C | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100173C | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100175A | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100176F | *** | Botabek | Depok | BTS | *** | *** | 15.0 | 0.0 | rooftop | commercial building |
| 100178B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100179A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100180B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100181A | *** | Botabek | Bekasi | BTS | *** | *** | 20.0 | 13.0 | rooftop | mosque |
| 100182B | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|--------------|-----|-----|-----|------|------|------------|---------------------|
| 100183D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100184D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100185A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100186D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100187B | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100188A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100189A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100190A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100191F | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100192B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100193B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100194D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100195A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100196A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100197B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100199A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100200A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100201G | *** | Botabek | Bekasi | BTS | *** | *** | 21.0 | 0.0 | rooftop | commercial building |
| 100202A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100203C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100204A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100205C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100206F | *** | Botabek | Bekasi | BTS | *** | *** | 25.0 | 11.0 | rooftop | new tower |
| 100207A | *** | Botabek | Bekasi | BTS | *** | *** | 20.0 | 12.0 | rooftop | new tower |
| 100208A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100209D | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100210B | *** | Botabek | Bekasi | BTS | *** | *** | 20.0 | 11.0 | rooftop | commercial building |
| 100211A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100212A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100214B | *** | Botabek | East Jakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100216A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100217C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|----------------|-----|---------|---------|-----|-----|-----|------|------|------------|---------------------|
| 100218C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100219D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| East Jakarta / | | | | | | | | | | |
| 100220C | *** | Botabek | Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100221A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100222A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100223A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100224E | *** | Botabek | Bekasi | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100225A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100226A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100227F | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100228B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100229D | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100231D | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100232B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100233B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100234A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100235C | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100236A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100237A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100238B | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100239A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100240A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100241B | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100242C | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100243B | *** | Botabek | Bogor | BTS | *** | *** | 25.0 | 11.0 | rooftop | new tower |
| 100244E | *** | Botabek | Bogor | BTS | *** | *** | 20.0 | 12.0 | rooftop | new tower |
| 100246B | *** | Botabek | Bogor | BTS | *** | *** | 25.0 | 9.5 | rooftop | commercial building |
| 100248E | *** | Botabek | Bogor | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100249B | *** | Botabek | Bogor | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 100250F | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100251F | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|-----------|-----|-----|-----|------|-----|------------|-----------|
| 100252E | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100253B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100254C | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100255A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100256D | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100257B | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100258A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100259C | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100260B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100261A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100262D | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100263C | *** | Botabek | Bogor | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100264C | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100265A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100266C | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100267B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100268A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100269A | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100270A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100271A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100272A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100273A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100274B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100275B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100276D | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100277D | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100278B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100279A | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100280B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100281B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100282B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|-----------|-----|-----|-----|------|-----|------------|-----------|
| 100283A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100284B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100285A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100286A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100287A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100288C | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100291A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100298B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100299C | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100300C | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100301C | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100302B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100303A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100304A | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100305A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100306A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100307A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100308A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100309B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100310A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100312B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100314B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100315B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100316A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100317B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100318B | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100319A | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100320F | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100321E | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100322D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100323A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100324D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|----------------------------|-----|-----|-----|------|------|------------|-------------------------------|
| 100325A | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100326E | *** | Botabek | South Jakarta / Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100327B | *** | Botabek | Tangerang | BTS | *** | *** | 25.0 | 10.0 | rooftop | restaurant |
| 100328D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100329C | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100330C | *** | Botabek | Tangerang | BTS | *** | *** | 25.0 | 11.7 | rooftop | commercial building |
| 100331C | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100332D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | rooftop | existing tower |
| 100334B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100335E | *** | Botabek | Tangerang | BTS | *** | *** | 0.0 | 35.0 | rooftop | mosque |
| 100336A | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100337B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100338A | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100339C | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100340A | *** | Botabek | South Jakarta / Botabek | BTS | *** | *** | 20.0 | 15.0 | rooftop | university/school building |
| 100341A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100342C | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100344C | *** | Botabek | South Jakarta / Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100345D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100346C | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100348B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100349A | *** | Botabek | South Jakarta / Botabek | BTS | *** | *** | 25.0 | 0.0 | rooftop | existing tower |
| 100350C | *** | Botabek | South Jakarta / Botabek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100351B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100352B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100353A | *** | Botabek | Tangerang | BTS | *** | *** | 12.0 | 11.0 | rooftop | commercial building |
| 100354B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100355A | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100356B | *** | Botabek | Tangerang | BTS | *** | *** | 25.0 | 10.0 | rooftop | commercial building |

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|---------|-----|---------|-----------------|-----|-----|-----|------|------|------------|------------|
| 100357A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100358C | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| | | | South Jakarta / | | | | | | | commercial |
| 100359F | *** | Botabek | Botabek | BTS | *** | *** | 21.0 | 16.5 | rooftop | building |
| 100360B | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100361C | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100362D | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100363B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100364C | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100365A | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100366D | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100367A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100368C | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100369A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100370A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100371A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100372A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100373C | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100374A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100375A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100376A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100377B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100378B | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100379F | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100381A | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100382B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100383A | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100384C | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100385A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100386A | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100387B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100388D | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|----------------|-----------|-----|-----|------|-----|------------|-----------|
| 100390A | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100391D | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100392B | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100393A | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100394A | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100395A | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100396A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100397A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100398A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| | | | | BTS/MW | | | | | | |
| 100399D | *** | Botabek | Tangerang | Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 100400A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100406B | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100407B | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100408D | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100409B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100410A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100411A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| | | | | West Java | | | | | | |
| 100412A | *** | Botabek | Road / Botabek | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100413B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100414B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100415A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100416A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100417C | *** | Botabek | Bekasi | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100418B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100419B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100420C | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100421B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100422C | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100423A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100424A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|------|------------|---------------------|
| 100425C | *** | Botabek | Bekasi | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100426B | *** | Botabek | Bekasi | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100427A | *** | Botabek | Bekasi | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100428E | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100429A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100430A | *** | Botabek | Seribu Islands | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100431B | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100432A | *** | Botabek | Seribu Islands | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 100433A | *** | Botabek | Seribu Islands | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 100434A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100435B | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100436A | *** | Botabek | Seribu Islands | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100437A | *** | Botabek | Bogor | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100438D | *** | Botabek | Bogor | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100439A | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100440D | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100441A | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100442C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100443C | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 13.0 | rooftop | commercial building |
| 100444A | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100445D | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100447C | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100449B | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100450F | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100451A | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 4.5 | rooftop | commercial building |
| 100454A | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100458A | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 7.0 | rooftop | commercial building |
| 100459B | *** | West Java | Bandung | BTS | *** | *** | 15.0 | 12.0 | rooftop | house |
| 100460C | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100461A | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100463H | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|---------|-----|-----|-----|------|------|------------|------------------------|
| 100464G | *** | West Java | Bandung | BTS | *** | *** | 3.0 | 60.0 | rooftop | apartment building |
| 100465E | *** | West Java | Bandung | BTS | *** | *** | 6.0 | 36.0 | rooftop | |
| 100466B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100467D | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100468I | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100469B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100470C | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100471C | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100472D | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100473B | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100474J | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100475D | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100476A | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100477H | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 11.0 | rooftop | commercial building |
| 100478G | *** | West Java | Bandung | BTS | *** | *** | 5.0 | 40.0 | rooftop | hotel |
| 100479C | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100481A | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100482A | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 8.0 | rooftop | house |
| 100483G | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 11.8 | rooftop | commercial building |
| 100484G | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100485D | *** | West Java | Bandung | BTS | *** | *** | 12.0 | 16.1 | rooftop | commercial building |
| 100486D | *** | West Java | Bandung | BTS | *** | *** | 9.0 | 23.0 | rooftop | shopping mall |
| 100487C | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100488A | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 9.0 | rooftop | house |
| 100489C | *** | West Java | Bandung | BTS | *** | *** | 60.0 | 0.0 | greenfield | existing tower |
| 100490C | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100491A | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 12.0 | rooftop | house |
| 100493F | *** | West Java | Bandung | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 100494B | *** | West Java | Bandung | BTS | *** | *** | 80.0 | 0.0 | greenfield | existing tower |
| 100495D | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 9.0 | rooftop | house |
| 100496B | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100497B | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|---------|-----|-----|-----|------|------|------------|---------------------|
| 100498E | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 100499B | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 100500A | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100501C | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 100502B | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 15.0 | rooftop | commercial building |
| 100503F | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 10.1 | rooftop | commercial building |
| 100504F | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 7.0 | rooftop | commercial building |
| 100505D | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 15.0 | rooftop | house |
| 100506B | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100507E | *** | West Java | Bandung | BTS | *** | *** | 32.0 | 0.0 | greenfield | existing tower |
| 100508F | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100509F | *** | West Java | Bandung | BTS | *** | *** | 3.5 | 28.0 | rooftop | hospital |
| 100510C | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 7.6 | rooftop | house |
| 100511I | *** | West Java | Bandung | BTS | *** | *** | 53.0 | 0.0 | greenfield | new tower |
| 100512A | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100514C | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100515D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100516E | *** | West Java | Bandung | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 100517J | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100518I | *** | West Java | Bandung | BTS | *** | *** | 4.0 | 17.0 | rooftop | mosque |
| 100519C | *** | West Java | Bandung | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 100520D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100521E | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100522D | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 11.3 | rooftop | commercial building |
| 100523E | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 11.0 | rooftop | commercial building |
| 100524C | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 10.5 | rooftop | house |
| 100525F | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 100526A | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100527D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100528B | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100529C | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100530G | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 15.0 | rooftop | commercial building |

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|---------|-----|--------------|-----------|--------------------|-----|-----|------|------|------------|------------------------|
| 100531B | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 13.0 | rooftop | commercial building |
| 100532F | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100533J | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100534B | *** | West Java | Bandung | BTS | *** | *** | 63.0 | 0.0 | greenfield | existing tower |
| 100535D | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 12.5 | rooftop | commercial building |
| 100536D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | existing tower |
| 100537F | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 13.0 | rooftop | commercial building |
| 100538C | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 25.0 | rooftop | shopping mall |
| 100539E | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 100540D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100542C | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 100543F | *** | West Java | Bandung | BTS | *** | *** | 25.0 | 12.0 | rooftop | commercial building |
| 100544F | *** | West Java | Bandung | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100545B | *** | West Java | Bandung | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100546A | *** | West Java | Bandung | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100547C | *** | West Java | Bandung | BTS/MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100548A | *** | Botabek | Bogor | BTS | *** | *** | 64.0 | 0.0 | greenfield | existing tower |
| 100549A | *** | Botabek | Bogor | BTS | *** | *** | 20.0 | 15.0 | rooftop | commercial building |
| 100550C | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100551E | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100552B | *** | West Java | Bandung | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100553I | *** | West Java | Bandung | BTS | *** | *** | 70.0 | 56.0 | greenfield | existing tower |
| 100554B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100555E | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100556D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100557B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100559D | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100560B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100561A | *** | West Java | Bandung | BTS | *** | *** | 20.0 | 10.0 | rooftop | house |
| 100562A | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100563A | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100564B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|------|------------|---------------------|
| 100565Z | *** | West Java | West Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 100566D | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100567B | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100568A | *** | West Java | West Java Road | BTS | *** | *** | 25.0 | 12.0 | rooftop | commercial building |
| 100569A | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100570D | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100571E | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100572B | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100573A | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | existing tower |
| 100574C | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100575E | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100576E | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100577E | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100578D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100579C | *** | West Java | Bandung | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 100580C | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100581A | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100582D | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100583E | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100584A | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100585Z | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 100586A | *** | West Java | Bandung | BTS | *** | *** | 3.0 | 25.0 | rooftop | shopping mall |
| 100587B | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100588E | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100589D | *** | West Java | Bandung | BTS | *** | *** | 12.0 | 18.0 | rooftop | house |
| 100590F | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100591A | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100592A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | existing tower |
| 100593A | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100594C | *** | West Java | West Java Road | BTS | *** | *** | 25.0 | 0.0 | rooftop | commercial building |
| 100595C | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|--------------|------------|-----|-----|------|------|------------|-------------------|
| 100596E | *** | West Java | Bandung | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 100598Z | *** | West Java | Bandung | BTS | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 100600A | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100601C | *** | Botabek | Depok | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100602B | *** | Botabek | Depok | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100603A | *** | Botabek | Depok | BTS | *** | *** | 6.0 | 0.0 | greenfield | existing tower |
| 100604A | *** | Botabek | East Jakarta | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 100605A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100606B | *** | Botabek | Bogor | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 100607A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100608A | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100609A | *** | Botabek | Tangerang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100610A | *** | Botabek | Tangerang | BTS | *** | *** | 15.0 | 25.0 | rooftop | shopping mall |
| 100611A | *** | Botabek | Tangerang | BTS/Node B | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100615B | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100650E | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100651A | *** | West Java | Bandung | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100652C | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100653Z | *** | West Java | Bandung | BTS | *** | *** | 55.0 | 0.0 | greenfield | existing tower |
| 100654Z | *** | West Java | Bandung | BTS | *** | *** | 55.0 | 0.0 | greenfield | existing tower |
| 100655D | *** | West Java | Bandung | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100656A | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | Greenfield | new tower |
| 100657E | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100658E | *** | West Java | Bandung | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100659B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100660Z | *** | West Java | Bandung | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 100661A | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100662A | *** | West Java | Bandung | BTS | *** | *** | 54.0 | 0.0 | Greenfield | new tower |
| 100663B | *** | West Java | Bandung | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100664C | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 100665C | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 100666E | *** | Botabek | Bekasi | BTS | *** | *** | 30.0 | 0.0 | Greenfield | |

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|---------|-----|--------------|------------|-----|-----|-----|------|-----|----------------------|
| 100667B | *** | Botabek | Karawang | BTS | *** | *** | 30.0 | 0.0 | greenfield |
| 100668A | *** | Botabek | Karawang | BTS | *** | *** | 35.0 | 0.0 | greenfield |
| 100669Y | *** | Botabek | Karawang | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| 100670Y | *** | Botabek | Karawang | BTS | *** | *** | 70.0 | 0.0 | greenfield |
| 100671B | *** | Botabek | Karawang | BTS | *** | *** | 40.0 | 0.0 | greenfield |
| 100672C | *** | Botabek | Karawang | BTS | *** | *** | 54.0 | 0.0 | greenfield |
| 100673E | *** | West Java | Purwakarta | BTS | | | 64.0 | 0.0 | |
| 100674A | *** | West Java | Purwakarta | BTS | *** | *** | 54.0 | 0.0 | greenfield |
| 100675Z | *** | West Java | Purwakarta | BTS | | | 71.0 | 0.0 | greenfield |
| 100676C | *** | West Java | Purwakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield |
| 100677A | *** | West Java | Subang | BTS | *** | *** | 54.0 | 0.0 | greenfield |
| 100678E | *** | West Java | Subang | BTS | | | 45.0 | 0.0 | greenfield |
| 100679D | *** | West Java | Subang | BTS | *** | *** | 54.0 | 0.0 | Greenfield |
| 100680Z | *** | West Java | Subang | BTS | | | 54.0 | 0.0 | |
| 100681C | *** | West Java | Kuningan | BTS | | | 0.0 | 0.0 | greenfield |
| 100682A | *** | West Java | Kuningan | BTS | *** | *** | 45.0 | 0.0 | Greenfield |
| 100683D | *** | West Java | Majalengka | BTS | *** | *** | 54.0 | 0.0 | greenfield new tower |
| 100684C | *** | West Java | Majalengka | BTS | *** | *** | 52.0 | 0.0 | greenfield new tower |
| 100685C | *** | West Java | Majalengka | BTS | *** | *** | 54.0 | 0.0 | Greenfield new tower |
| 100686A | *** | West Java | Majalengka | BTS | *** | *** | 54.0 | 0.0 | Greenfield new tower |
| 100687B | *** | West Java | Cirebon | BTS | *** | *** | 54.0 | 0.0 | greenfield |
| 100688G | *** | West Java | Cirebon | BTS | | | 45.0 | 0.0 | |
| 100689A | *** | West Java | Cirebon | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| 100690D | *** | West Java | Cirebon | BTS | | | 64.0 | 0.0 | greenfield |

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|---------|-----|-----------|----------------|-----|-----|-----|------|-----|------------|----------------|
| 100691A | *** | West Java | Cirebon | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100693C | *** | West Java | Cirebon | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100694D | *** | West Java | Cirebon | BTS | *** | *** | 54.0 | 0.0 | Greenfield | |
| 100695C | *** | West Java | Cirebon | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100696Z | *** | West Java | Cirebon | BTS | | | 42.0 | 0.0 | | |
| 100697C | *** | West Java | Cirebon | BTS | *** | *** | 35.0 | 0.0 | Greenfield | |
| 100698E | *** | West Java | Garut | BTS | *** | *** | 40.0 | 0.0 | greenfield | existing tower |
| 100699C | *** | West Java | Garut | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 100700A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100701B | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100702C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100703A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100704A | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100705A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100706A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100707C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100708C | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100709A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100710A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100711C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100712C | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100713B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100714A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100715A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100716B | *** | Botabek | Bogor | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100731A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100732A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|-----|------------|----------------|
| 100734A | *** | West Java | Bandung | BTS | *** | *** | 80.0 | 0.0 | greenfield | existing tower |
| 100735A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100736C | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100737B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100738B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100739B | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100740D | *** | West Java | Bandung | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100741E | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100742A | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100743A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100744A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100746A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100748B | *** | West Java | West Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 100749A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100752B | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100753A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100754A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100755A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100756B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100757B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100762A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100763A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100764B | *** | West Java | West Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100765B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100766K | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100767A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100768A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100769A | *** | West Java | West Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100770C | *** | West Java | West Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|-----|------------|-----------|
| 100771B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100772A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100773B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100774A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100775B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100776A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100777C | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100778A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100779D | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100780A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100781A | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100782B | *** | West Java | West Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100783C | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100784B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100785B | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100786A | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100787A | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100788A | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100789A | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100790A | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100791B | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100792B | *** | West Java | West Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100793B | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100794A | *** | Botabek | Bekasi | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 100795A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100796A | *** | Botabek | Bekasi | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100798E | *** | West Java | West Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100800A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100801A | *** | Botabek | Bogor | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|-----------|-----|-----|-----|------|-----|------------|-----------|
| 100802A | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100803A | *** | Botabek | Bekasi | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100804A | *** | Botabek | Cianjur | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 100805A | *** | Botabek | Tangerang | BTS | *** | *** | 32.0 | 0.0 | greenfield | new tower |
| 100806B | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100807A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100808C | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100809D | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100810D | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100811A | *** | Botabek | Tangerang | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100813A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100814E | *** | Botabek | Cianjur | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100815A | *** | Botabek | Cianjur | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100816A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100817A | *** | Botabek | Bekasi | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 100818C | *** | Botabek | Bogor | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 100819A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100820C | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100821C | *** | Botabek | Cianjur | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 100822B | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100823A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100824A | *** | Botabek | Tangerang | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|-----------|-----|-----|-----|------|-----|------------|-----------|
| 100825A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100826B | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100827D | *** | Botabek | Bogor | BTS | *** | *** | 55.0 | 0.0 | greenfield | |
| 100828A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100829B | *** | Botabek | Depok | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100830B | *** | Botabek | Bekasi | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 100831A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100832A | *** | Botabek | Depok | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 100833A | *** | Botabek | Tangerang | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 100834B | *** | Botabek | Bekasi | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 100835A | *** | Botabek | Bekasi | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 100837B | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100838A | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100839A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100840B | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100841B | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100842A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100847C | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100848E | *** | Botabek | Cianjur | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100849E | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100850A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100852D | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 100853A | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-----------|-----|-----|-----|------|------|------------|----------------------------|
| 100854C | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 100855C | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100856A | *** | Botabek | Tangerang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100857C | *** | Botabek | Bekasi | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100858A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100859A | *** | Botabek | Bekasi | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 100860B | *** | Botabek | Bogor | BTS | *** | *** | 15.0 | 23.0 | rooftop | |
| 100861B | *** | Botabek | Bogor | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 100862B | *** | Botabek | Bogor | BTS | *** | *** | 21.0 | 0.0 | rooftop | |
| 100863Z | *** | Botabek | Bogor | BTS | *** | *** | 50.0 | 0.0 | greenfield | |
| 100864Z | *** | Botabek | Tangerang | BTS | | | 30.0 | 0.0 | greenfield | |
| 100865A | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 100866C | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 100868A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 100869A | *** | Botabek | Bogor | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 100870F | *** | Botabek | Bogor | BTS | *** | *** | 30.0 | 0.0 | Greenfield | |
| 100872B | *** | Botabek | Tangerang | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 100874C | *** | Botabek | Bogor | BTS | | | 45.0 | 0.0 | | |
| 100875A | *** | Botabek | Tangerang | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 100877D | *** | Botabek | Depok | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 100900A | *** | West Java | Indramayu | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100901D | *** | West Java | Indramayu | BTS | *** | *** | 45.0 | 0.0 | Greenfield | |
| 100902D | *** | West Java | Indramayu | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100903A | *** | West Java | Indramayu | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100904Z | *** | West Java | Indramayu | BTS | | | 0.0 | 0.0 | | |

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|---------|-----|--------------|-------------|-----|-----|-----|------|------|------------|----------------------------|
| 100905A | *** | West Java | Indramayu | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100906B | *** | West Java | Indramayu | BTS | *** | *** | 54.0 | 0.0 | Greenfield | |
| 100907A | *** | West Java | Indramayu | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100908E | *** | West Java | Ciamis | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100909F | *** | West Java | Ciamis | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 100910A | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | Greenfield | vacant land - new tower |
| 100911A | *** | West Java | Ciamis | BTS | *** | *** | 65.0 | 0.0 | Greenfield | vacant land - new tower |
| 100912A | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | Greenfield | vacant land - new tower |
| 100913D | *** | West Java | Ciamis | BTS | *** | *** | 54.0 | 0.0 | Greenfield | vacant land - new tower |
| 100914A | *** | West Java | Ciamis | BTS | *** | *** | 65.0 | 0.0 | Greenfield | vacant land - new tower |
| 100915B | *** | West Java | Ciamis | BTS | *** | *** | 72.0 | 0.0 | greenfield | |
| 100916B | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 100917C | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 100918C | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 100919B | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | Greenfield | vacant land - new tower |
| 100920E | *** | West Java | Ciamis | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100921F | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 100922F | *** | West Java | Ciamis | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 100923C | *** | West Java | Ciamis | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 100924D | *** | West Java | Ciamis | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 100925A | *** | West Java | Tasikmalaya | BTS | *** | *** | 25.0 | 12.0 | Rooftop | commercial building |
| 100926A | *** | West Java | Tasikmalaya | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 100927B | *** | West Java | Sumedang | BTS | *** | *** | 35.0 | 0.0 | Greenfield | new tower |
| 100928E | *** | West Java | Sumedang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 100929D | *** | West Java | Sumedang | BTS | *** | *** | 54.0 | 0.0 | Greenfield | new tower |
| 100930G | *** | West Java | Sumedang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 100931D | | West Java | Sumedang | BTS | *** | *** | 0.0 | 0.0 | | |
| 100932F | *** | West Java | Sumedang | BTS | *** | *** | 54.0 | 0.0 | Greenfield | new tower |
| 100933D | *** | West Java | Cianjur | BTS | *** | *** | 64.0 | 0.0 | Greenfield | |

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|---------|-----|--------------|----------|-----|-----|------|------|-----|------------|
| 100934E | *** | West Java | Cianjur | BTS | | | 54.0 | 0.0 | greenfield |
| 100935E | *** | West Java | Cianjur | BTS | | | 75.0 | 0.0 | greenfield |
| 100936B | *** | West Java | Cianjur | BTS | | | 21.0 | 0.0 | Rooftop |
| 100937C | *** | West Java | Cianjur | BTS | *** | ***} | 40.0 | 0.0 | greenfield |
| 100938D | *** | West Java | Cianjur | BTS | *** | ***} | 54.0 | 0.0 | greenfield |
| 100939B | *** | West Java | Cianjur | BTS | | | 64.0 | 0.0 | greenfield |
| 100940C | *** | West Java | Cianjur | BTS | | | 54.0 | 0.0 | greenfield |
| 100941A | *** | West Java | Cianjur | BTS | *** | ***} | 64.0 | 0.0 | greenfield |
| 100942E | *** | West Java | Cianjur | BTS | | | 64.0 | 0.0 | Greenfield |
| 100943A | *** | West Java | Cianjur | BTS | *** | ***} | 54.0 | 0.0 | greenfield |
| 100944B | *** | West Java | Cianjur | BTS | *** | ***} | 54.0 | 0.0 | greenfield |
| 100945A | *** | West Java | Cianjur | BTS | *** | ***} | 64.0 | 0.0 | greenfield |
| 100947E | *** | West Java | Sukabumi | BTS | *** | ***} | 64.0 | 0.0 | greenfield |
| 100948A | *** | West Java | Sukabumi | BTS | *** | ***} | 54.0 | 0.0 | greenfield |
| 100949A | *** | West Java | Sukabumi | BTS | *** | ***} | 45.0 | 0.0 | greenfield |
| 100950D | *** | West Java | Sukabumi | BTS | *** | ***} | 45.0 | 0.0 | greenfield |
| 100951A | *** | West Java | Sukabumi | BTS | *** | ***} | 45.0 | 0.0 | greenfield |
| 100952A | *** | West Java | Sukabumi | BTS | *** | ***} | 45.0 | 0.0 | greenfield |
| 100953E | *** | West Java | Sukabumi | BTS | | | 64.0 | 0.0 | greenfield |
| 100955Z | *** | West Java | Sukabumi | BTS | | | 0.0 | 0.0 | |
| 100957A | *** | West Java | Sukabumi | BTS | *** | ***} | 54.0 | 0.0 | greenfield |
| 100958Z | *** | West Java | Sukabumi | BTS | *** | ***} | 70.0 | 0.0 | |

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|---------|-----|--------------|-------------|-----|-----|-----|------|-----|------------------------------------|
| 100960Z | *** | West Java | Cianjur | BTS | | | 72.0 | 0.0 | greenfield |
| 100962A | *** | West Java | Cianjur | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100963A | *** | West Java | Cianjur | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100964A | *** | West Java | Cianjur | BTS | *** | *** | 64.0 | 0.0 | Greenfield |
| 100966B | *** | West Java | Sukabumi | BTS | | | 64.0 | 0.0 | greenfield |
| 100967G | *** | West Java | Ciamis | BTS | *** | *** | 65.0 | 0.0 | greenfield |
| 100968Z | *** | West Java | Tasikmalaya | BTS | *** | *** | 72.0 | 0.0 | greenfield existing tower |
| 100969Z | *** | West Java | Indramayu | BTS | | | 51.0 | 0.0 | |
| 100971C | *** | West Java | Subang | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100972B | *** | West Java | Subang | BTS | *** | *** | 54.0 | 0.0 | greenfield |
| 100973D | *** | West Java | Subang | BTS | *** | *** | 54.0 | 0.0 | greenfield |
| 100974C | *** | West Java | Purwakarta | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100975C | *** | West Java | Purwakarta | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100976C | *** | West Java | Purwakarta | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100977D | *** | West Java | Majalengka | BTS | *** | *** | 64.0 | 0.0 | greenfield new tower |
| 100978A | *** | West Java | Majalengka | BTS | *** | *** | 62.0 | 0.0 | greenfield new tower |
| 100979Z | *** | West Java | Majalengka | BTS | *** | *** | 70.0 | 0.0 | greenfield existing tower |
| 100980D | *** | West Java | Majalengka | BTS | *** | *** | 64.0 | 0.0 | greenfield new tower |
| 100981C | *** | West Java | Kuningan | BTS | | | 54.0 | 0.0 | greenfield |
| 100982A | *** | West Java | Indramayu | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100983D | *** | West Java | Cirebon | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100984A | *** | West Java | Sukabumi | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100989B | *** | West Java | Subang | BTS | *** | *** | 64.0 | 0.0 | greenfield |
| 100990A | *** | West Java | Ciamis | BTS | *** | *** | 65.0 | 0.0 | greenfield vacant land - new tower |
| 100991A | *** | West Java | Sukabumi | BTS | *** | *** | 64.0 | 0.0 | greenfield |

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|---------|-----|--------------|-------------------|--------------------|-----|-----|------|------|------------|----------------------------|
| 100993D | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100994D | *** | West Java | West Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 100995C | *** | Botabek | Bogor | BTS | *** | *** | 64.0 | 0.0 | greenfield | |
| 100996C | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100997B | *** | Botabek | Tangerang | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100998A | *** | Botabek | Tangerang | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 100999A | *** | Botabek | Tangerang | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 101000A | *** | Botabek | Bogor | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 101001Z | *** | Botabek | Tangerang | BTS | | | 45.0 | 0.0 | | |
| 101002D | *** | Botabek | Tangerang | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 101003E | *** | Botabek | Bekasi | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 101004Z | *** | Botabek | Depok | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 101005Z | *** | Botabek | Tangerang | BTS | | | 70.0 | 0.0 | greenfield | |
| 101006A | *** | West Java | Sukabumi | BTS/MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | |
| 101011Z | *** | West Java | Cianjur | BTS/MW Repeater | | | 61.0 | 0.0 | | |
| 101012E | *** | West Java | Purwakarta | BTS/MW Repeater | *** | *** | 0.0 | 0.0 | greenfield | |
| 101013F | *** | West Java | Purwakarta | BTS/MW Repeater | | | 54.0 | 0.0 | | |
| 101014D | *** | West Java | Ciamis | BTS/MW Repeater | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 101015C | *** | West Java | Ciamis | BTS/MW Repeater | *** | *** | 63.0 | 0.0 | greenfield | new tower |
| 101016Z | *** | Botabek | Bodetabek | BTS | | | 30.0 | 0.0 | | |
| 101018D | *** | Botabek | Bodetabek | BTS | | | 35.0 | 0.0 | | |
| 101019A | *** | Botabek | Bodetabek | BTS | | | 35.0 | 0.0 | | |
| 101020Z | *** | Botabek | Bodetabek | BTS | | | 26.0 | 11.0 | | |
| 101021C | *** | Botabek | Bodetabek | BTS | | | 0.0 | 0.0 | | |
| 101022Z | *** | West Java | Cibinong | BTS | *** | *** | 72.0 | 0.0 | greenfield | |
| 101023A | *** | West Java | Bandung | BTS | | | 35.0 | 0.0 | greenfield | new tower |
| 101024C | *** | West Java | Bandung | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 101025B | *** | West Java | Nagrek | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 101026D | *** | West Java | Malangbong | BTS | *** | *** | 0.0 | 0.0 | greenfield | |

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|---------|-------|--------------|----------------|-------------------------------|-------|-------|-------|-----|------------|-----------|
| 101027C | [***] | West Java | Padalarang | BTS | [***] | [***] | 35.0 | 0.0 | greenfield | new tower |
| 101028D | [***] | West Java | Padalarang | BTS | [***] | [***] | 35.0 | 0.0 | greenfield | new tower |
| 101029Z | [***] | West Java | Banjar | BTS | | | 35.0 | 0.0 | rooftop | |
| 101030A | [***] | West Java | Bandung | BTS | | | 25.0 | 0.0 | rooftop | |
| 101031C | [***] | West Java | Bandung | BTS | [***] | [***] | 0.0 | 0.0 | | |
| 101055B | [***] | West Java | Cikijing | BTS | [***] | [***] | 64.0 | 0.0 | greenfield | |
| 101056A | [***] | West Java | | BTS/MW Repeater | | | 64.0 | 0.0 | greenfield | |
| 101057A | [***] | West Java | | BTS | | | 64.0 | 0.0 | greenfield | |
| 101058Z | [***] | West Java | | BTS | | | 71.0 | 0.0 | | |
| 101059A | [***] | West Java | | BTS | | | 64.0 | 0.0 | greenfield | |
| 101060A | [***] | West Java | | BTS | | | 64.0 | 0.0 | greenfield | |
| 101061A | [***] | West Java | | BTS/MW Repeater | | | 64.0 | 0.0 | greenfield | |
| 101062A | [***] | West Java | | BTS | | | 54.0 | 0.0 | greenfield | |
| 101063Z | [***] | West Java | | BTS | | | 0.0 | 0.0 | | |
| 101064Z | [***] | West Java | | BTS | [***] | [***] | 0.0 | 0.0 | | |
| 101065C | [***] | West Java | | BTS | | | 0.0 | 0.0 | | |
| 101066Z | [***] | West Java | Cianjur | BTS | | | 71.0 | 0.0 | | |
| 101067A | [***] | West Java | Cianjur | BTS | | | 67.0 | 0.0 | greenfield | |
| 101068D | [***] | West Java | Sukabumi | BTS | | | 64.0 | 0.0 | | |
| 101069A | [***] | West Java | Sukabumi | BTS | | | 64.0 | 0.0 | greenfield | |
| 101518A | [***] | West Java | Kuningan | BTS | | | 54.0 | 0.0 | | |
| 107001A | [***] | Botabek | Depok | BTS/BSC/MW Repeater | [***] | [***] | 72.0 | 0.0 | greenfield | new tower |
| 107002A | [***] | Botabek | Tangerang | BTS/BSC/MW Repeater | [***] | [***] | 100.0 | 0.0 | greenfield | new tower |
| 107003B | [***] | Botabek | Bekasi | BTS/BSC/MW Repeater | [***] | [***] | 80.0 | 0.0 | greenfield | new tower |
| 107004A | [***] | West Java | Bandung | BTS/BSC1/BSC2/MGW/MW Repeater | [***] | [***] | 70.0 | 0.0 | greenfield | new tower |
| 107005B | [***] | West Java | West Java Road | BTS/BSC/MGW/MW Repeater | [***] | [***] | 70.0 | 0.0 | greenfield | new tower |
| 107006A | [***] | West Java | West Java Road | BTS/BSC/MW Repeater | [***] | [***] | 80.0 | 0.0 | greenfield | new tower |
| 107007A | [***] | West Java | West Java Road | BTS/BSC/MW Repeater | [***] | [***] | 70.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----------------|-----|-----|------|------|------------|---------------|
| 108001A | *** | West Java | West Java Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 108004A | *** | West Java | West Java Road | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 108006A | *** | West Java | Bandung | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 108007C | *** | West Java | West Java Road | MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 108008A | *** | West Java | West Java Road | MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110001A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110002A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110003B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110004B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110005D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110006B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110007B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110008E | *** | Central Java | Central Java Road | BTS | *** | *** | 20.0 | 11.0 | rooftop | hotel |
| 110009J | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110011A | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110012D | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110013B | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110014H | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110015F | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110016C | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110017K | *** | Central Java | Central Java Road | BTS | *** | *** | 12.0 | 0.0 | rooftop | shopping mall |
| 110018F | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110019C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110020C | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110021E | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110022H | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110023B | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110024A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110025C | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110026C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----------------|-----|-----|------|------|------------|----------------|
| 110027A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110028D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110029F | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110030B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110031F | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110032A | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110033C | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110034D | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110035F | *** | Central Java | Central Java Road | BTS | *** | *** | 12.0 | 15.0 | rooftop | shopping mall |
| 110036D | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 110038D | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110039E | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110040D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110041E | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110042D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110043Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110044A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110045G | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110046E | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110047J | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110048H | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110049E | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110050C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110051C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110052F | *** | Central Java | Central Java Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 110053B | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110054A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110055C | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110056A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110057C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----------------|-----|-----|------|------|------------|----------------|
| 110058E | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110059A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110060F | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110061A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110062A | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110063G | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 110064B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110065C | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110066J | *** | Central Java | Central Java Road | BTS | *** | *** | 20.0 | 13.8 | rooftop | shopping mall |
| 110067D | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110068F | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110069D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110070A | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110071A | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110072G | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110073G | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110074D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110075C | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110076A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110077C | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110078I | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110079C | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110080E | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110081C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110082D | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110083B | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110084D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110085C | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110086H | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110087D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----------------|-----|-----|------|-----|------------|----------------|
| 110088F | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110089B | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110090M | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 110092H | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110093D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110094G | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110095C | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110096B | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110097E | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110098I | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110099C | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110100C | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110101E | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110102F | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110103B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110104H | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110105C | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110106C | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110107I | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110108F | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110109E | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110110B | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110111F | *** | Central Java | Central Java Road | BTS | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 110112E | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110113I | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110114A | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110115D | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110116D | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110117E | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110118E | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------------|----------|-----|-----|-----|------|------|------------|----------------------------|
| 110119D | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110120A | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110121A | *** | Central Java | Semarang | BTS | *** | *** | 25.0 | 22.0 | rooftop | house |
| 110122C | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110123F | *** | Central Java | Semarang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110124F | *** | Central Java | Semarang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110126A | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110127B | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110128D | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110129A | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110130H | *** | Central Java | Semarang | BTS | *** | *** | 9.0 | 0.0 | rooftop | house |
| 110131E | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110132B | *** | Central Java | Semarang | BTS | *** | *** | 20.0 | 13.0 | rooftop | industrial building |
| 110133A | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110135A | *** | Central Java | Semarang | BTS | *** | *** | 6.0 | 25.0 | rooftop | commercial building |
| 110136C | *** | Central Java | Semarang | BTS | *** | *** | 6.0 | 32.0 | rooftop | university/school building |
| 110137H | *** | Central Java | Semarang | BTS | *** | *** | 15.0 | 11.0 | rooftop | industrial building |
| 110139D | *** | Central Java | Semarang | BTS | *** | *** | 20.0 | 6.8 | rooftop | industrial building |
| 110141H | *** | Central Java | Semarang | BTS | *** | *** | 15.0 | 10.5 | rooftop | house |
| 110142E | *** | Central Java | Semarang | BTS | *** | *** | 15.0 | 12.7 | rooftop | house |
| 110143F | *** | Central Java | Semarang | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 110144B | *** | Central Java | Semarang | BTS | *** | *** | 20.0 | 10.0 | rooftop | church |
| 110145E | *** | Central Java | Semarang | BTS | *** | *** | 15.0 | 0.0 | rooftop | |
| 110146D | *** | Central Java | Semarang | BTS | *** | *** | 6.0 | 41.0 | rooftop | hotel |
| 110147B | *** | Central Java | Semarang | BTS | *** | *** | 9.0 | 21.0 | rooftop | shopping mall |
| 110148B | *** | Central Java | Semarang | BTS | *** | *** | 20.0 | 11.0 | rooftop | house |
| 110149E | *** | Central Java | Semarang | BTS | *** | *** | 15.0 | 19.0 | rooftop | hospital |
| 110150K | *** | Central Java | Semarang | BTS | *** | *** | 6.0 | 36.0 | rooftop | university/school building |
| 110151H | *** | Central Java | Semarang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110152G | *** | Central Java | Semarang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|-------|------|------------|----------------|
| 110153F | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110154F | *** | Central Java | Semarang | BTS | *** | *** | 6.0 | 0.0 | rooftop | |
| 110155A | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110156C | *** | Central Java | Semarang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110159I | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110160A | *** | Central Java | Semarang | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 110161C | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110162F | *** | Central Java | Semarang | BTS | *** | *** | 25.0 | 10.0 | rooftop | new tower |
| 110163A | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110164H | *** | Central Java | Semarang | BTS | *** | *** | 3.0 | 48.8 | rooftop | hotel |
| 110165A | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110166B | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110167A | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110168D | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | existing tower |
| 110169J | *** | Central Java | Semarang | BTS | *** | *** | 100.0 | 0.0 | greenfield | existing tower |
| 110170K | *** | Central Java | Semarang | BTS | *** | *** | 53.0 | 0.0 | greenfield | existing tower |
| 110171H | *** | Central Java | Semarang | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 110172E | *** | Central Java | Semarang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110173A | *** | Central Java | Semarang | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110174A | *** | Central Java | Semarang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110175A | *** | Central Java | Semarang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110176F | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 110177E | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110178B | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110179E | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110180A | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110181C | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110183J | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110184E | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110185A | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------------|----------------------|-----|-----|-----|------|------|------------|------------------------|
| 110186I | *** | Central Java | Surakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110187C | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110188E | *** | Central Java | Surakarta | BTS | *** | *** | 20.0 | 15.0 | rooftop | industrial building |
| 110189B | *** | Central Java | Surakarta | BTS | *** | *** | 15.0 | 17.1 | rooftop | house |
| 110190A | *** | Central Java | Surakarta | BTS | *** | *** | 20.0 | 12.0 | rooftop | industrial building |
| 110191A | *** | Central Java | Surakarta | BTS | *** | *** | 25.0 | 8.5 | rooftop | house |
| 110192F | *** | Central Java | Surakarta | BTS | *** | *** | 3.0 | 30.0 | rooftop | |
| 110193G | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110194B | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110195A | *** | Central Java | Surakarta | BTS | *** | *** | 20.0 | 12.0 | rooftop | house |
| 110196G | *** | Central Java | Surakarta | BTS | *** | *** | 12.0 | 0.0 | rooftop | industrial building |
| 110197A | *** | Central Java | Surakarta | BTS | *** | *** | 25.0 | 8.0 | rooftop | house |
| 110198A | *** | Central Java | Surakarta | BTS | *** | *** | 25.0 | 12.0 | rooftop | house |
| 110199B | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110200B | *** | Central Java | Surakarta | BTS | *** | *** | 25.0 | 7.7 | rooftop | house |
| 110201H | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110202B | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110203B | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110204L | *** | Central Java | Surakarta | BTS | *** | *** | 12.0 | 0.0 | rooftop | |
| 110205I | *** | Central Java | Surakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 110206E | *** | Central Java | Surakarta | BTS | *** | *** | 15.0 | 16.8 | rooftop | hotel |
| 110207B | *** | Central Java | Surakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110208A | *** | Central Java | Surakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110209G | *** | Central Java | Surakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110210B | *** | Central Java | Surakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110211B | *** | Central Java | Surakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110212B | *** | Central Java | Surakarta | BTS | *** | *** | 20.0 | 11.0 | rooftop | new tower |
| 110213F | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110214B | *** | Central Java | Surakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110215A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|-----|------------|----------------|
| 110216D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110217C | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110218A | *** | Central Java | Central Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 110219C | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110220D | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110221A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110222G | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110223A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110224B | *** | Central Java | Central Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 110225E | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110226F | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110227B | *** | Central Java | Central Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 110228D | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110229B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110230C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110231D | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110232A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110233B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110234B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110235A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110236E | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110237C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110238A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110239D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110240Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110241G | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110242B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110243A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110244B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110245E | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|-----|------------|----------------|
| 110246C | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110247H | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110248A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110249E | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110250C | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110251B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110252A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110253B | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110254C | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110255B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110256H | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110257Z | *** | Central Java | Central Java Road | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 110258Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110259E | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110260B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110261A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110262A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110263D | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110264F | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110265D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110266F | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110267D | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110268C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110269E | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110270A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110271B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110272B | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110273E | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110274E | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110275A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|------|------------|----------------|
| 110276B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110277I | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110278B | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110279A | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110280C | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110281D | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110282B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110283B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110285I | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110286D | *** | Central Java | Semarang | BTS | *** | *** | 6.0 | 0.0 | rooftop | |
| 110287Z | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110288C | *** | Central Java | Semarang | BTS | *** | *** | 25.0 | 0.0 | greenfield | existing tower |
| 110289C | *** | Central Java | Semarang | BTS | *** | *** | 9.0 | 7.5 | rooftop | house |
| 110290E | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110291C | *** | Central Java | Semarang | BTS | *** | *** | 35.0 | 0.0 | greenfield | existing tower |
| 110292H | *** | Central Java | Semarang | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 110293D | *** | Central Java | Semarang | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 110294D | *** | Central Java | Central Java Road | BTS | *** | *** | 6.0 | 28.0 | rooftop | hotel |
| 110295C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110296E | *** | Central Java | Central Java Road | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 110297B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110298B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110309A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110310A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110311C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110312A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110314A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110315A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110316E | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110317A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|------|------------|----------------|
| 110318A | *** | Central Java | Central Java Road | BTS | | | 70.0 | 0.0 | greenfield | existing tower |
| 110319B | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110320Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110321B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110322A | *** | Central Java | Central Java Road | BTS | *** | *** | 12.0 | 23.0 | rooftop | |
| 110323D | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110324B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110326Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110327Z | *** | Central Java | Central Java Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | existing tower |
| 110328Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110329Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110330D | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110331A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110332G | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110333C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110334Z | *** | Central Java | Central Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | existing tower |
| 110336Z | *** | Central Java | Central Java Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 110337B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110338Z | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 110339A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110340B | *** | Central Java | Central Java Road | BTS | *** | *** | 25.0 | 10.0 | rooftop | |
| 110341Z | *** | Central Java | Central Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | existing tower |
| 110342B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110343Z | *** | Central Java | Central Java Road | BTS | | | 72.0 | 0.0 | greenfield | existing tower |
| 110344A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110345Z | *** | Central Java | Central Java Road | BTS | | | 72.0 | 0.0 | greenfield | existing tower |
| 110346B | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110347A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110348B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110349A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|-----|------------|----------------|
| 110350Z | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 110351Z | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 110352B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110353B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110354B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110355B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110356A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110357C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110358A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110359A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110360Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110361A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110362A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110363C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110364B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110365A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110366A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110367Z | *** | Central Java | Central Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 110368A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110369A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110370A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110371Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110372B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110373A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110374E | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110375B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110376B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110377B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110378A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110379A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|-----|------------|----------------|
| 110380Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110381A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110382A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110383Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110384A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110385Z | *** | Central Java | Central Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | existing tower |
| 110386Z | *** | Central Java | Central Java Road | BTS | *** | *** | 24.0 | 0.0 | greenfield | existing tower |
| 110387Z | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110388B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110389B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110390B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110391A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110392E | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110393D | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110394A | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110395C | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110396B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110397A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110398A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110399C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110400A | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110401A | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 110402E | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110403A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110404D | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110405A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110406A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110407A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110408C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110409A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|-----|------------|----------------|
| 110410A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110411B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110412Z | *** | Central Java | Central Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 110413A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110414D | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110415Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110416A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110417B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110418B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110419A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110420B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110421A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110422A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110423A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110424B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110425C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110426D | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110427Z | *** | Central Java | Central Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | existing tower |
| 110428C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110429A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110430B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110431C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110432C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110433F | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110434B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110435A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110436C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110437A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110438B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110439B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|-----------------|-----|-----|------|-----|------------|----------------|
| 110440A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110441B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110442B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110443A | *** | Central Java | Central Java Road | BTS | | | 70.0 | 0.0 | greenfield | existing tower |
| 110444B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110445Z | *** | Central Java | Central Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 110446C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110449E | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110451B | *** | Central Java | Central Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 110452A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110453D | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110455C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110456A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110457B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110458A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110460C | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110461C | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 110462B | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110465B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110466B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110467C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110468A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110469A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110470C | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110471B | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110472B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110473A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110474B | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 110475A | *** | Central Java | Central Java Road | BTS/MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110476A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|-------------------|--------------------------------|-----|-----|------|-----|------------|----------------|
| 110477A | *** | Central Java | Central Java Road | BTS | *** | *** | 25.0 | 9.0 | rooftop | |
| 110478B | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | existing tower |
| 110479A | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110480C | *** | Central Java | Surakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110481Z | *** | Central Java | Central Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | existing tower |
| 110482Z | *** | Central Java | Semarang | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 110483Z | *** | Central Java | Semarang | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 110484B | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110485C | *** | Central Java | Semarang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110486A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110487B | *** | Central Java | Central Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 110488C | *** | Central Java | Semarang | BTS | *** | *** | 0.0 | 0.0 | rooftop | |
| 110489B | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110490Z | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | existing tower |
| 110491A | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110492B | *** | Central Java | Central Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 110494A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110495A | *** | Central Java | Central Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 110496E | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 110497B | *** | Central Java | Central Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 110499A | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 117001C | *** | Central Java | Semarang | BTS/BSC1/BSC2 /MGW/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 117002C | *** | Central Java | Surakarta | BTS/BSC/MGW/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 117003A | *** | Central Java | Central Java Road | BTS/BSC/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 117004A | *** | Central Java | Central Java Road | BTS/BSC/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 118003A | *** | Central Java | Yogyakarta | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 118004C | *** | Central Java | Semarang | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 118008A | *** | Central Java | Yogyakarta | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 118009B | *** | Central Java | Semarang | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 118010C | *** | Central Java | Semarang | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------------|----------------------|-------------|-----|-----|------|------|------------|----------------|
| 118011G | *** | Central Java | Yogyakarta | MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 118012B | *** | Central Java | Central Java Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 118015A | *** | Central Java | | MW Repeater | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 119001C | *** | Central Java | Yogyakarta | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 120001A | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120002A | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120003F | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120004B | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120005A | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120006B | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 120007E | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120008C | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120010B | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120011D | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120012A | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120013F | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120014A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120015C | *** | Central Java | Yogyakarta | BTS | *** | *** | 6.0 | 29.0 | rooftop | hotel |
| 120016F | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120017F | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120018C | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120019F | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120020C | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120021B | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120022B | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120023A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120025C | *** | Central Java | Yogyakarta | BTS | *** | *** | 20.0 | 8.0 | rooftop | house |
| 120026B | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 120027C | *** | Central Java | Yogyakarta | BTS | *** | *** | 3.0 | 22.0 | rooftop | hotel |
| 120028A | *** | Central Java | Yogyakarta | BTS | *** | *** | 15.0 | 15.0 | rooftop | house |

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|---------|-----|--------------|-------------------|-----|-----|-----|------|------|------------|------------------------------------|
| 120029C | *** | Central Java | Yogyakarta | BTS | *** | *** | 20.0 | 10.0 | rooftop | house |
| 120030E | *** | Central Java | Yogyakarta | BTS | *** | *** | 15.0 | 12.0 | rooftop | |
| 120031F | *** | Central Java | Yogyakarta | BTS | *** | *** | 15.0 | 11.0 | rooftop | |
| 120032C | *** | Central Java | Yogyakarta | BTS | *** | *** | 6.0 | 18.8 | rooftop | shopping mall |
| 120033D | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower commercial building |
| 120034A | *** | Central Java | Yogyakarta | BTS | *** | *** | 25.0 | 9.0 | rooftop | |
| 120035A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120036C | *** | Central Java | Yogyakarta | BTS | *** | *** | 15.0 | 15.5 | rooftop | university/school building |
| 120037B | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | hall |
| 120039M | *** | Central Java | Yogyakarta | BTS | *** | *** | 12.0 | 0.0 | rooftop | house |
| 120040A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120041D | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120042B | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120043A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120044A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120045A | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 120046D | *** | Central Java | Yogyakarta | BTS | *** | *** | 6.0 | 15.5 | rooftop | |
| 120047A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120048A | *** | Central Java | Yogyakarta | BTS | *** | *** | 28.0 | 0.0 | greenfield | new tower |
| 120049G | *** | Central Java | Yogyakarta | BTS | *** | *** | 9.0 | 0.0 | rooftop | house |
| 120050D | *** | Central Java | Yogyakarta | BTS | *** | *** | 14.0 | 12.5 | rooftop | |
| 120051D | *** | Central Java | Central Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 120052A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120053C | *** | Central Java | Yogyakarta | BTS | *** | *** | 25.0 | 10.0 | rooftop | |
| 120054C | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120055C | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120056C | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120058A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120059A | *** | Central Java | Yogyakarta | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 120060C | *** | Central Java | Yogyakarta | BTS | *** | *** | 20.0 | 11.8 | rooftop | industrial building |

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|---------|-----|-----------------|----------------------|-----|-----|-----|------|------|------------|----------------|
| 120062A | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120063D | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120064B | *** | Central Java | Yogyakarta | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 120065D | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 120066B | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 120067D | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 120068B | *** | Central Java | Yogyakarta | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 120069A | *** | Central Java | Yogyakarta | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 120070C | *** | Central Java | Yogyakarta | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 120071C | *** | Central Java | Yogyakarta | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 120072A | *** | Central Java | Yogyakarta | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 120074C | *** | Central Java | Yogyakarta | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 120075A | *** | Central Java | Yogyakarta | BTS | *** | *** | 60.0 | 0.0 | greenfield | existing tower |
| 120076F | *** | Central Java | Yogyakarta | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 120077D | *** | Central Java | Yogyakarta | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 120078D | *** | Central Java | Yogyakarta | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 120079A | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 120080A | *** | Central Java | Central Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 120087Z | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 120088Z | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 120089B | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 120090Z | *** | Central Java | Central Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 120091Z | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 120092Z | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 120093A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120094A | *** | Central Java | Yogyakarta | BTS | *** | *** | 45.0 | 45.0 | greenfield | new tower |
| 120095A | *** | Central Java | Yogyakarta | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 120096A | *** | Central Java | Yogyakarta | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower |
| 120097C | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |
| 120098C | *** | Central Java | Yogyakarta | BTS | *** | *** | 0.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------------|------------|------------------------|-----|-----|------|------|------------|-------------------------------|
| 127001A | *** | Central Java | Yogyakarta | BTS/BSC/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 128001C | *** | Central Java | | MW Repeater | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130001E | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130002C | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 130003C | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130004B | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 10.0 | rooftop | house |
| 130005D | *** | East Java | Surabaya | BTS | *** | *** | 70.0 | 10.0 | rooftop | existing tower |
| 130006D | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 13.0 | rooftop | existing tower |
| 130007D | *** | East Java | Surabaya | BTS | *** | *** | 6.0 | 25.0 | rooftop | hotel |
| 130008C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 12.0 | rooftop | new tower |
| 130009A | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 15.0 | rooftop | house |
| 130010B | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 8.0 | rooftop | house |
| 130011C | *** | East Java | Surabaya | BTS | *** | *** | 18.0 | 10.0 | rooftop | new tower |
| 130012A | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 12.0 | rooftop | house |
| 130013F | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130014E | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 0.0 | greenfield | existing tower |
| 130015D | *** | East Java | Surabaya | BTS | *** | *** | 21.0 | 7.0 | rooftop | commercial building |
| 130016B | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130017B | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130018G | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 15.0 | rooftop | university/school building |
| 130020A | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130021E | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 130022B | *** | East Java | Surabaya | BTS | *** | *** | 21.0 | 8.0 | rooftop | temple |
| 130023C | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 130024C | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 8.5 | rooftop | house |
| 130025C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 14.0 | rooftop | existing tower |
| 130026D | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130027B | *** | East Java | Surabaya | BTS | *** | *** | 9.0 | 23.0 | rooftop | hospital |
| 130028F | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | industrial building |
| 130029B | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130030E | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 8.0 | rooftop | house |
| 130031B | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130032A | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 8.0 | rooftop | commercial building |
| 130033D | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|------|------------|-------------------------|
| 130034C | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130036B | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 7.0 | rooftop | house |
| 130037C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 10.0 | rooftop | new tower |
| 130038F | *** | East Java | Surabaya | BTS | *** | *** | 24.0 | 10.0 | rooftop | mosque |
| 130039A | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130040B | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130041E | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130042A | *** | East Java | Surabaya | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 130043E | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130044D | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130045F | *** | East Java | Surabaya | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130046D | *** | East Java | Surabaya | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130047B | *** | East Java | Surabaya | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130048B | *** | East Java | Surabaya | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130049A | *** | East Java | Surabaya | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130050C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130051B | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130052A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130053A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130054A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130055G | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 130056C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130057C | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130058B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130059A | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130060E | *** | East Java | Surabaya | BTS | *** | *** | 24.0 | 4.5 | rooftop | existing tower |
| 130061A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130062F | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130063A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130064G | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 130065C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130066F | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130067C | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130068F | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 130069E | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|--------------|----------|-----|-----|-----|------|------|------------|----------------------------|
| 130070B | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 8.0 | rooftop | house |
| 130071A | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130072E | *** | East Java | Surabaya | BTS | *** | *** | 50.0 | 0.0 | greenfield | vacant land - new tower |
| 130073I | *** | East Java | Surabaya | BTS | *** | *** | 9.0 | 33.1 | rooftop | commercial building |
| 130074C | *** | East Java | Surabaya | BTS | *** | *** | 24.0 | 7.0 | rooftop | house |
| 130075G | *** | East Java | Surabaya | BTS | *** | *** | 21.0 | 8.5 | rooftop | commercial building |
| 130076C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 12.0 | rooftop | house |
| 130078C | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130079C | *** | East Java | Surabaya | BTS | *** | *** | 18.0 | 12.0 | rooftop | commercial building |
| 130080C | *** | East Java | Surabaya | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130081F | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 20.0 | rooftop | government building |
| 130082A | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130084G | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130085C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 13.0 | rooftop | house |
| 130086C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 11.0 | rooftop | hotel |
| 130087G | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130088A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130089A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130090F | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 7.0 | rooftop | |
| 130091A | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130092A | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 12.0 | rooftop | house |
| 130093A | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130094C | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130095A | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 12.0 | rooftop | |
| 130096D | *** | East Java | Surabaya | BTS | *** | *** | 12.0 | 14.0 | rooftop | commercial building |
| 130097D | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 12.0 | rooftop | commercial building |
| 130098B | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130099B | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130100B | *** | East Java | Surabaya | BTS | *** | *** | 6.0 | 35.0 | rooftop | |
| 130101E | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130102C | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 130103B | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|----------|-----|-----|-----|------|------|------------|---------------------------------|
| 130104C | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 10.0 | rooftop | commercial building |
| 130105D | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | vacant land - new tower |
| 130106A | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 12.0 | rooftop | shopping mall |
| 130107E | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130108D | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 11.0 | rooftop | existing tower |
| 130109C | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130110D | *** | East Java | Surabaya | BTS | *** | *** | 42.0 | 0.0 | greenfield | vacant land - existing tower |
| 130111C | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130112G | *** | East Java | Surabaya | BTS | *** | *** | 18.0 | 6.0 | rooftop | |
| 130113B | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130114D | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 14.0 | rooftop | |
| 130115B | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 4.0 | rooftop | |
| 130116H | *** | East Java | Surabaya | BTS | *** | *** | 35.0 | 0.0 | greenfield | mosque |
| 130117F | *** | East Java | Surabaya | BTS | *** | *** | 12.0 | 12.0 | rooftop | |
| 130120I | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130122H | *** | East Java | Surabaya | BTS | *** | *** | 9.0 | 34.7 | rooftop | commercial building |
| 130123F | *** | East Java | Surabaya | BTS | *** | *** | 18.0 | 10.0 | rooftop | |
| 130124E | *** | East Java | Surabaya | BTS | *** | *** | 18.0 | 12.0 | rooftop | house |
| 130125B | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 12.0 | rooftop | |
| 130126E | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 11.0 | rooftop | |
| 130127B | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 12.0 | rooftop | commercial building |
| 130128F | *** | East Java | Surabaya | BTS | *** | *** | 15.0 | 15.0 | rooftop | |
| 130129A | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130130G | *** | East Java | Surabaya | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 130131B | *** | East Java | Surabaya | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130132A | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130133E | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130134D | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130135B | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130136F | *** | East Java | Surabaya | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130137D | *** | East Java | Surabaya | BTS | *** | *** | 25.0 | 0.0 | greenfield | new tower |
| 130138F | *** | East Java | Surabaya | BTS | *** | *** | 36.0 | 0.0 | greenfield | house |
| 130139A | *** | East Java | Surabaya | BTS | *** | *** | 20.0 | 11.0 | rooftop | commercial building |
| 130140E | *** | East Java | Surabaya | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 130141C | *** | East Java | Surabaya | BTS | *** | *** | 12.0 | 11.0 | rooftop | |

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|---------|-----|--------------|----------------|--------------------|-----|-----|------|------|------------|-------------------------------------|
| 130142E | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 130143B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130144C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130145C | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130146A | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower commercial building |
| 130147B | *** | East Java | East Java Road | BTS | *** | *** | 20.0 | 15.0 | rooftop | |
| 130148A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130149A | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130150C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130151B | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130152E | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130153B | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130154C | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130155C | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130156A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130157C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130158C | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130159C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130160B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130161A | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130162E | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130163B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130164C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130165A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130166E | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130167A | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130168C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 130169B | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130170F | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 85.0 | 0.0 | greenfield | existing tower |
| 130171F | *** | East Java | East Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|----------------|--------------------|-----|-----|------|-----|------------|-----------|
| 130172E | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130173B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130174B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130175B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130176A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130177A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130178C | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130179A | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 130180A | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130181E | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130182A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130183B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130184C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130185A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130186A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130187B | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130188B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130189A | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130190C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130191C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130192B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 130193A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130194B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130195A | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130196C | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130197B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130198D | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 130199A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130200A | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130201A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|-----|------------|-------------------------|
| 130202A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130203B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130204B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130205D | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130206B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130207D | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 130208D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130209C | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130210B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130211B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130212C | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130213F | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130214C | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130215C | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130216H | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130217C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130218B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130219B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 130220B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 130221D | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130222B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130223C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130225B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130226B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130227A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130228A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130229A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130230A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130231D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130232B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|----------------|--------------------|-----|-----|-------|-----|------------|----------------------------|
| 130233D | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130234D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130235B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130236B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130237B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130238A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130239B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130240A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130241F | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130242A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130243B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130244B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130245B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | |
| 130246B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130247A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130248B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130249B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130250B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130251C | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130252A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130253D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130254A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130255A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130257B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130258B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130259E | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130260B | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130261A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130262B | *** | East Java | East Java Road | BTS | *** | *** | 210.0 | 0.0 | greenfield | existing tower |
| 130263A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|------|------------|------------------------------|
| 130264B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130265B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130266D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130267A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130268B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130269B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130270C | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130272C | *** | East Java | Malang | BTS | *** | *** | 15.0 | 17.5 | rooftop | commercial building |
| 130273D | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130274E | *** | East Java | Malang | BTS | *** | *** | 36.0 | 0.0 | greenfield | new tower |
| 130275A | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130276D | *** | East Java | Malang | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 130277C | *** | East Java | Malang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130278A | *** | East Java | Malang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130279C | *** | East Java | Malang | BTS | *** | *** | 18.0 | 10.0 | rooftop | commercial building |
| 130280C | *** | East Java | Malang | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower |
| 130281E | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130282B | *** | East Java | Malang | BTS | *** | *** | 20.0 | 13.0 | rooftop | |
| 130283E | *** | East Java | Malang | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 130285B | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130286E | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130287A | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130288A | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130289A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130290D | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | existing tower |
| 130291A | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130292D | *** | East Java | Malang | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 130293F | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130294D | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | university/school building |
| 130295C | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130297D | *** | East Java | Malang | BTS | *** | *** | 40.0 | 0.0 | greenfield | vacant land - existing tower |
| 130298D | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 130299B | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130300A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|----------------|-----|-----|-----|------|-----|------------|---------------------------------|
| 130301B | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130302A | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130303E | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130304A | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130305B | *** | East Java | Malang | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130306B | *** | East Java | Malang | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 130307A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130308B | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130310D | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130311A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130313B | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130314C | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130315B | *** | East Java | Malang | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130318D | *** | East Java | Surabaya | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130336A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130337C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 130347A | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 130371A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 130376A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130377C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130378A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130379A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130380A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130381K | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130382A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130383D | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130384A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130386D | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130387B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130388A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130389A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130390B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - existing tower |

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|---------|-----|--------------|----------------|-----|-----|-----|------|-----|------------|----------------------------|
| 130391A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130392A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130393B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130394A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130395A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130396A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130398A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130399D | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130400B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130402A | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 130403B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130404A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130405A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130406A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130407B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130408B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130409A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130410A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130411A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130413A | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 130414A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130415A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130416B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130417A | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 130418A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130419A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130420A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130421A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130422A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130423A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|--------------|----------------|-----|-----|-----|------|------|------------|----------------------------|
| 130424E | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130425B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130426B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - |
| 130427A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130428A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130429A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130430A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130431A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130432A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130434A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130435D | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130436A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130437A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130438A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130439C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130440A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130442A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130443A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130444E | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130445A | *** | East Java | East Java Road | BTS | *** | *** | 30.0 | 0.0 | greenfield | new tower vacant land - |
| 130446A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130447A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130448C | *** | East Java | East Java Road | BTS | *** | *** | 24.0 | 11.0 | rooftop | hotel vacant land - |
| 130449A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130452A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130453A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130454B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - |
| 130455A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130456A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130457A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |

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|---------|-----|-----------|----------------|-----------------|-----|-----|------|-----|------------|-------------------------|
| 130458D | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130459D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130460A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130461B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130462B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130463A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 130464A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130465A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130466B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130467A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130468B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130469A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | |
| 130470A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130471A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130472B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130473A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130474B | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130475A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130476A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130477A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130478D | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130479B | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 130480D | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130481A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 130482B | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 130483A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130484B | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 130485B | *** | East Java | East Java Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 130486A | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130487A | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |

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|---------|-----|--------------|----------------|-----|-----|-----|------|------|------------|---------------------------------|
| 130488A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130489A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130490A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - |
| 130491A | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower vacant land - |
| 130492B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130493Z | *** | East Java | East Java Road | BTS | *** | *** | 31.0 | 0.0 | greenfield | existing tower vacant land - |
| 130494B | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower commercial |
| 130495A | *** | East Java | East Java Road | BTS | *** | *** | 21.0 | 11.0 | rooftop | building vacant land - |
| 130496B | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower vacant land - |
| 130497B | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower vacant land - |
| 130498B | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower vacant land - |
| 130499E | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130500A | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 130501Z | *** | East Java | East Java Road | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower vacant land - |
| 130502C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - |
| 130503Y | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | new tower |
| 130504Z | *** | East Java | East Java Road | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130505Y | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130506B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130507C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130508Z | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 130509Z | *** | East Java | East Java Road | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower vacant land - |
| 130510C | *** | East Java | East Java Road | BTS | *** | *** | 40.0 | 0.0 | greenfield | new tower vacant land - |
| 130511A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 130512Z | *** | East Java | East Java Road | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130513Y | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130514A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130515A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130516A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 130517B | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|------|------------|------------------------------|
| 130518B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130519A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130520Z | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 130521B | *** | East Java | East Java Road | BTS | *** | *** | 9.0 | 22.0 | rooftop | |
| 130522A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | existing tower |
| 130523A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130524X | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130525A | *** | East Java | East Java Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 130526Z | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - existing tower |
| 130527A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130528Y | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | vacant land - new tower |
| 130529A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130530C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130531B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130532A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130533B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130534Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130535Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130536B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130537A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130538A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130539A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130540Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130541A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130542A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130543A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130544Z | *** | East Java | East Java Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | existing tower |
| 130545A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130546Z | *** | East Java | East Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 130547A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|--------------|----------------|-----|-----|-----|------|-----|------------|----------------------------|
| 130548A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130549W | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130550Z | *** | East Java | East Java Road | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 130551Z | *** | East Java | Malang | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130552A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130553Z | *** | East Java | Malang | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 130554A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130555B | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | vacant land - new tower |
| 130556A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130557Z | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | existing tower |
| 130558A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130559C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130560A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130561A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130562A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130563Z | *** | East Java | East Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | existing tower |
| 130564B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130565Z | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 130566B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130567A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130568A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130569A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130570A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130571Y | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130572Z | *** | East Java | East Java Road | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130573A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130574A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130575A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130576A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130577Z | *** | East Java | Surabaya | BTS | *** | *** | 52.0 | 0.0 | greenfield | existing tower |
| 130578A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130579A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|-----|------------|------------------------------|
| 130580Z | *** | East Java | East Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 130581A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130582A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130583Z | | East Java | East Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | |
| 130584Y | | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130585A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130586A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130587Z | *** | East Java | East Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 130588Z | *** | East Java | Malang | BTS | *** | *** | 0.0 | 0.0 | greenfield | existing tower |
| 130589A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130590Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | vacant land - existing tower |
| 130591Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130592Z | *** | East Java | East Java Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | existing tower |
| 130593B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130594B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130595Z | *** | East Java | East Java Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | vacant land - existing tower |
| 130596A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130597D | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130598C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130599A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130600A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130601A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130602Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | vacant land - existing tower |
| 130603A | *** | East Java | East Java Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 130604A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130605Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130606A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130607A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130608A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130609A | *** | East Java | East Java Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | existing tower |
| 130610A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|--------------|----------------|-----|-----|-----|------|------|------------|----------------------------|
| 130611A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130612C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 130613Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130614A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130615Z | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | existing tower |
| 130616A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130617A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130618A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130619B | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130620A | *** | East Java | Malang | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130621Y | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130622Z | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 130623Z | *** | East Java | Surabaya | BTS | *** | *** | 32.0 | 11.0 | rooftop | existing tower |
| 130624A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130625Z | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130626Z | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 130627A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130628A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130629X | | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130630A | *** | East Java | East Java Road | BTS | | | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130631B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130632A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130633B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130634C | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130635B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130636Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130637A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130638B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130639A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130640A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|-----------|----------------|-----|-----|-----|------|-----|------------|-------------------------|
| 130641A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130642A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | house |
| 130643A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130644A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130645Z | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 130646B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130647B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130648B | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130649A | *** | East Java | Malang | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 130650A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130651A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130652A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130653A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130654A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130655A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130656A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130657A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130658A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130659A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130660A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130661Z | *** | East Java | East Java Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | existing tower |
| 130664C | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 130665A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130666A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130668A | *** | East Java | East Java Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 130669A | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 130670Z | *** | East Java | Surabaya | BTS | | | 55.0 | 0.0 | greenfield | existing tower |
| 130671X | | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | | |
| 130672C | *** | East Java | East Java Road | BTS | *** | *** | 0.0 | 0.0 | greenfield | vacant land - new tower |
| 130673A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130677A | *** | East Java | East Java Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |

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|---------|-----|------------|----------------|-------------------------------|-----|-----|------|------|------------|-------------------------|
| 130678A | *** | East Java | East Java Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130679A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130680B | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130681A | *** | East Java | East Java Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130683Y | | East Java | Malang (Kodya) | BTS | *** | *** | 0.0 | 0.0 | | |
| 130684A | *** | East Java | Probolinggo | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130685A | *** | East Java | Mojokerto | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 130686B | *** | East Java | Situbondo | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130687A | *** | East Java | Probolinggo | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130688A | *** | East Java | Probolinggo | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 130689A | *** | East Java | Probolinggo | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 130690Y | | East Java | Malang | BTS | *** | *** | 0.0 | 0.0 | | |
| 130691A | *** | East Java | Pasuruan | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 137001C | *** | East Java | Malang | BTS/BSC/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 137002A | *** | East Java | Surabaya | BTS/BSC/MW Repeater | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 137003A | *** | East Java | East Java Road | BTS/BSC/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 137004A | *** | East Java | East Java Road | BTS/BSC/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 138008C | *** | East Java | East Java Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 138009B | *** | East Java | East Java Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 138011B | *** | East Java | East Java Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 138012A | *** | East Java | East Java Road | MW Repeater | *** | *** | 55.0 | 0.0 | greenfield | vacant land - new tower |
| 138013A | *** | East Java | East Java Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 138014A | *** | East Java | East Java Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 139002A | *** | East Java | East Java Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | vacant land - new tower |
| 139003A | *** | East Java | Surabaya | BTS/BSC1/BSC2/MSC/MW Repeater | *** | *** | 15.0 | 90.0 | rooftop | office |
| 140025D | *** | Kalimantan | Pontianak City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 140027F | *** | Kalimantan | Pontianak City | BTS | | | 0.0 | 0.0 | rooftop | |
| 140028F | *** | Kalimantan | Pontianak City | BTS | | | 0.0 | 0.0 | rooftop | |
| 140029E | *** | Kalimantan | Pontianak City | BTS | | | 0.0 | 0.0 | greenfield | |
| 140030A | *** | Kalimantan | Pontianak City | BTS | *** | *** | 35.0 | 0.0 | greenfield | |

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|---------|-----|------------|-------------------------|-----|-----|-----|------|------|------------|
| 140031E | *** | Kalimantan | Pontianak City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 140032A | *** | Kalimantan | Pontianak City | BTS | *** | *** | 35.0 | 0.0 | greenfield |
| 140033D | *** | Kalimantan | Pontianak City | BTS | | | 0.0 | 0.0 | greenfield |
| 140034G | *** | Kalimantan | Pontianak City | BTS | | | 0.0 | 0.0 | greenfield |
| 140035A | *** | Kalimantan | Pontianak City | BTS | *** | *** | 35.0 | 7.0 | greenfield |
| 140036E | *** | Kalimantan | Pontianak City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 140037C | *** | Kalimantan | Pontianak City | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| 140038C | *** | Kalimantan | Pontianak City | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| 140041B | *** | Kalimantan | Pontianak City | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| 140042E | | Kalimantan | Pontianak City | BTS | *** | *** | 0.0 | 0.0 | rooftop |
| 140043A | *** | Kalimantan | Pontianak City | BTS | *** | *** | 45.0 | 7.0 | greenfield |
| 150101A | *** | Kalimantan | Sampit City | BTS | | | 45.0 | 0.0 | greenfield |
| 150102A | *** | Kalimantan | Sampit City | BTS | | | 45.0 | 0.0 | greenfield |
| 150103A | *** | Kalimantan | Sampit City | BTS | | | 55.0 | 0.0 | greenfield |
| 150104A | *** | Kalimantan | Sampit City | BTS | | | 0.0 | 0.0 | greenfield |
| 150107A | *** | Kalimantan | Sampit City | BTS | | | 55.0 | 0.0 | greenfield |
| 150111A | *** | Kalimantan | Pangkalan Bun City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 150112A | *** | Kalimantan | Pangkalan Bun City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 150113A | *** | Kalimantan | Pangkalan Bun City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 150114A | *** | Kalimantan | Pangkalan Bun City | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| 150121A | *** | Kalimantan | Central Kalimantan Road | BTS | *** | *** | 80.0 | 0.0 | greenfield |
| 150122A | *** | Kalimantan | Central Kalimantan Road | BTS | | | 0.0 | 0.0 | greenfield |
| 160001B | *** | Kalimantan | Balikpapan City | BTS | | | 0.0 | 0.0 | greenfield |
| 160002C | *** | Kalimantan | Balikpapan City | BTS | | | 25.0 | 13.0 | rooftop |
| 160003A | *** | Kalimantan | Balikpapan City | BTS | | | 0.0 | 0.0 | greenfield |
| 160004A | *** | Kalimantan | Balikpapan City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 160005A | *** | Kalimantan | Balikpapan City | BTS | | | 0.0 | 0.0 | greenfield |
| 160006B | *** | Kalimantan | Balikpapan City | BTS | | | 0.0 | 7.0 | rooftop |
| 160007D | *** | Kalimantan | Balikpapan City | BTS | *** | *** | 0.0 | 0.0 | rooftop |

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|---------|-----|-------------|-----------------|-----|-----|-----|------|------|------------|------------------------------------|
| 160008B | *** | Kalimantan | Balikpapan City | BTS | | | 45.0 | 0.0 | rooftop | |
| 160009B | *** | Kalimantan | Balikpapan City | BTS | | | 25.0 | 11.0 | greenfield | |
| 160011E | *** | Kalimantan | Samarinda City | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 160012D | *** | Kalimantan | Samarinda City | BTS | *** | *** | 20.0 | 0.0 | rooftop | |
| 160015A | *** | Kalimantan | Samarinda City | BTS | *** | *** | 35.0 | 11.0 | greenfield | |
| 160016A | *** | Kalimantan | Samarinda City | BTS | *** | *** | 25.0 | 0.0 | rooftop | |
| 160028B | *** | Kalimantan | Samarinda City | BTS | *** | *** | 35.0 | 0.0 | rooftop | |
| 160030B | *** | Kalimantan | Samarinda City | BTS | *** | *** | 25.0 | 0.0 | greenfield | |
| 160031A | *** | Kalimantan | Samarinda City | BTS | *** | *** | 25.0 | 0.0 | rooftop | |
| 160070A | *** | Kalimantan | Balikpapan City | BTS | | | 0.0 | 0.0 | greenfield | |
| 160071A | *** | Kalimantan | Balikpapan City | BTS | | | 0.0 | 0.0 | greenfield | |
| 160072B | *** | Kalimantan | Balikpapan City | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 170001B | *** | Kalimantan | Banjar City | BTS | *** | *** | 80.0 | 0.0 | greenfield | |
| 170002A | *** | Kalimantan | Banjar City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 170003C | *** | Kalimantan | Banjar City | BTS | | | 45.0 | 0.0 | greenfield | |
| 170004C | *** | Kalimantan | Banjar City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 170005E | *** | Kalimantan | Banjar City | BTS | | | 45.0 | 0.0 | greenfield | |
| 170006D | *** | Kalimantan | Banjar City | BTS | | | 0.0 | 0.0 | greenfield | |
| 170007D | *** | Kalimantan | Banjar City | BTS | | | 20.0 | 0.0 | rooftop | |
| 170008C | *** | Kalimantan | Banjar City | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 170009D | *** | Kalimantan | Banjar City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 170010D | *** | Kalimantan | Banjar City | BTS | *** | *** | 20.0 | 12.0 | rooftop | |
| 170011H | *** | Kalimantan | Banjar City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 170012E | *** | Kalimantan | Banjar City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 170013C | *** | Kalimantan | Banjar City | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 180001C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 8.0 | rooftop | commercial building |
| 180002D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180003D | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 10.7 | rooftop | commercial building existing tower |
| 180004C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 30.0 | 7.9 | rooftop | commercial building existing tower |
| 180005E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 7.7 | rooftop | commercial building existing tower |
| 180006C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 180007D | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 17.4 | rooftop | hotel commercial building |
| 180008E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 12.5 | rooftop | commercial building |

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|---------|-----|-------------|-----------|-----|-----|-----|------|------|------------|------------------------------|
| 180009G | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 11.6 | rooftop | commercial building |
| 180010G | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 14.9 | rooftop | commercial building |
| 180011A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 11.4 | rooftop | commercial building |
| 180012C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 12.0 | 10.5 | rooftop | office |
| 180014E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 6.9 | rooftop | commercial building |
| 180015F | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 3.0 | 18.8 | rooftop | hospital |
| 180016C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 80.0 | 0.0 | greenfield | existing tower |
| 180017A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180018E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 14.8 | rooftop | commercial building |
| 180019B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 11.0 | rooftop | house |
| 180020E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 80.0 | 0.0 | greenfield | vacant land - existing tower |
| 180021B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 9.0 | rooftop | new tower |
| 180022C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 7.0 | rooftop | house |
| 180023C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 10.2 | rooftop | commercial building |
| 180024C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 8.3 | rooftop | house |
| 180025C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 180026C | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 14.1 | rooftop | university/school building |
| 180027E | *** | Bali-Lombok | Badung | BTS | *** | *** | 6.0 | 13.0 | rooftop | hotel |
| 180028B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 7.4 | rooftop | house |
| 180030B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 42.0 | 0.0 | greenfield | existing tower |
| 180031C | *** | Bali-Lombok | Badung | BTS | *** | *** | 34.0 | 0.0 | greenfield | vacant land - existing tower |
| 180032D | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 14.3 | rooftop | office |
| 180033B | *** | Bali-Lombok | Badung | BTS | *** | *** | 42.0 | 0.0 | greenfield | vacant land - existing tower |
| 180034C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 180035B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 8.0 | rooftop | hotel |
| 180036G | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180037C | *** | Bali-Lombok | Badung | BTS | *** | *** | 0.0 | 25.0 | rooftop | water tank |
| 180038C | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 8.7 | rooftop | office |
| 180039C | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 8.8 | rooftop | house |
| 180040B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |

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|---------|-----|-------------|-----------|-----------------|-----|-----|------|------|------------|----------------------------------------|
| 180078E | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180079C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180080B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180081C | *** | Bali-Lombok | Bali Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180082B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180083D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | |
| 180084A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180085A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower existing |
| 180086A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 85.0 | 0.0 | greenfield | new tower |
| 180087A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180088A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 180089B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 180090A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower existing tower |
| 180091C | *** | Bali-Lombok | Badung | BTS | *** | *** | 62.0 | 0.0 | greenfield | new tower existing tower |
| 180092B | *** | Bali-Lombok | Badung | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower existing tower |
| 180093D | *** | Bali-Lombok | Badung | BTS | *** | *** | 6.0 | 15.5 | rooftop | house |
| 180094C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180095D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 180096A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180097E | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180098B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180099A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180100D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 180101A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180103C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 180104Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180105B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180106C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180107A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180108C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|-------------|-----------|-----------------|-----|-----|------|------|------------|------------------------------|
| 180041C | *** | Bali-Lombok | Badung | BTS | *** | *** | 6.0 | 18.6 | rooftop | hotel |
| 180042E | *** | Bali-Lombok | Badung | BTS | *** | *** | 26.8 | 11.2 | rooftop | existing tower |
| 180043C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 48.0 | 0.0 | greenfield | vacant land - existing tower |
| 180044F | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 11.3 | rooftop | house |
| 180045D | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 65.0 | 7.0 | rooftop | existing tower |
| 180046B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180047E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 9.0 | rooftop | house |
| 180048D | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 15.0 | rooftop | university/school building |
| 180049B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 10.5 | rooftop | university/school building |
| 180050I | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 9.8 | rooftop | commercial building |
| 180051C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 8.0 | rooftop | house |
| 180052A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180053D | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 10.5 | rooftop | office |
| 180054D | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 7.0 | rooftop | house |
| 180055C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 7.9 | rooftop | house |
| 180056C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 12.0 | rooftop | commercial building |
| 180057E | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 10.5 | rooftop | commercial building |
| 180058C | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 10.5 | rooftop | house |
| 180059I | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 8.0 | rooftop | hospital |
| 180067A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 180068F | *** | Bali-Lombok | Bali Road | BTS/MW Repeater | *** | *** | 72.0 | 0.0 | greenfield | new tower |
| 180069A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180070A | *** | Bali-Lombok | Bali Road | BTS/MW Repeater | *** | *** | 80.0 | 0.0 | greenfield | new tower |
| 180071B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180072F | *** | Bali-Lombok | Bali Road | BTS/MW Repeater | *** | *** | 62.0 | 0.0 | greenfield | existing tower |
| 180073B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180074B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 180075A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 180076A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 180077E | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - existing tower |

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|---------|-----|-------------|-----------|-----------------|-----|-----|------|------|------------|----------------------------------------|
| 180078E | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180079C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180080B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180081C | *** | Bali-Lombok | Bali Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180082B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180083D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | |
| 180084A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180085A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower existing |
| 180086A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 85.0 | 0.0 | greenfield | existing tower |
| 180087A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 180088A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 180089B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | existing tower |
| 180090A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 180091C | *** | Bali-Lombok | Badung | BTS | *** | *** | 62.0 | 0.0 | greenfield | existing tower |
| 180092B | *** | Bali-Lombok | Badung | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 180093D | *** | Bali-Lombok | Badung | BTS | *** | *** | 6.0 | 15.5 | rooftop | house |
| 180094C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180095D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 180096A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180097E | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180098B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180099A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180100D | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180101A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180103C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower vacant land - existing tower |
| 180104Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | existing tower |
| 180105B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180106C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180107A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - new tower |
| 180108C | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower vacant land - new tower |

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|---------|-----|-------------|-----------|-----|-----|-----|------|------|------------|------------------------------|
| 180109A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 180110A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 64.0 | 0.0 | greenfield | vacant land - new tower |
| 180111A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 42.0 | 0.0 | greenfield | vacant land - existing tower |
| 180112A | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 10.0 | rooftop | commercial building |
| 180113A | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 11.2 | rooftop | commercial building |
| 180114A | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 13.3 | rooftop | commercial building |
| 180116B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 10.0 | rooftop | house |
| 180117A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 7.5 | rooftop | house |
| 180118A | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 13.8 | rooftop | commercial building |
| 180119C | *** | Bali-Lombok | Badung | BTS | *** | *** | 9.0 | 16.0 | rooftop | hotel |
| 180120B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 8.1 | rooftop | house |
| 180121A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 6.3 | rooftop | commercial building |
| 180122C | *** | Bali-Lombok | Badung | BTS | *** | *** | 12.0 | 8.0 | rooftop | commercial building |
| 180123A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 9.8 | rooftop | commercial building |
| 180124A | *** | Bali-Lombok | Badung | BTS | *** | *** | 6.0 | 15.0 | rooftop | commercial building |
| 180125A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 6.0 | 11.7 | rooftop | house |
| 180126Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 43.0 | 0.0 | greenfield | vacant land - existing tower |
| 180127Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180128A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 12.0 | 7.8 | rooftop | house |
| 180129Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180130A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 9.0 | 8.4 | rooftop | commercial building |
| 180131Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180132Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180133A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 12.0 | 8.0 | rooftop | commercial building |
| 180134B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180135B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180136Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 41.0 | 0.0 | greenfield | vacant land - existing tower |
| 180137B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180138B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180139Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 42.0 | 0.0 | greenfield | vacant land - existing tower |

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|---------|-----|-------------|-----------|-----|-----|-----|------|------|------------|------------------------------|
| 180140Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 50.0 | 0.0 | greenfield | vacant land - existing tower |
| 180141Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 50.0 | 0.0 | greenfield | vacant land - existing tower |
| 180142Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 72.0 | 0.0 | greenfield | vacant land - existing tower |
| 180143Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 51.0 | 0.0 | greenfield | vacant land - existing tower |
| 180144Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 31.0 | 0.0 | greenfield | vacant land - existing tower |
| 180145A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180146B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 12.0 | 7.0 | rooftop | commercial building |
| 180147Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 55.0 | 0.0 | greenfield | vacant land - existing tower |
| 180148Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - existing tower |
| 180149Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 71.0 | 0.0 | greenfield | vacant land - existing tower |
| 180150Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 51.0 | 0.0 | greenfield | vacant land - existing tower |
| 180151Z | *** | Bali-Lombok | Denpasar | BTS | | | 55.0 | 0.0 | greenfield | vacant land - existing tower |
| 180152A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180153A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180154B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180155Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - existing tower |
| 180156Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 53.0 | 0.0 | greenfield | vacant land - existing tower |
| 180157A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180158A | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180160Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 42.0 | 0.0 | greenfield | vacant land - existing tower |
| 180161Y | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 50.0 | 0.0 | greenfield | vacant land - existing tower |
| 180162B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 6.0 | 14.0 | rooftop | commercial building |
| 180163Z | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 50.0 | 0.0 | greenfield | vacant land - existing tower |
| 180164X | *** | Bali-Lombok | Bali Road | BTS | | | 72.0 | 0.0 | greenfield | vacant land - existing tower |
| 180165Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - existing tower |
| 180166A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180167B | *** | Bali-Lombok | Denpasar | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180168A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180169Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180170Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 70.0 | 0.0 | greenfield | vacant land - existing tower |

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|---------|-----|-------------|-------------|-------------------------|-----|-----|------|------|------------|------------------------------|
| 180171Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180172Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 51.0 | 0.0 | greenfield | vacant land - existing tower |
| 180173A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180174B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180175Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 53.0 | 0.0 | greenfield | vacant land - existing tower |
| 180176B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 6.0 | 13.9 | rooftop | apartment building |
| 180177B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 180178A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 12.0 | 8.0 | rooftop | house |
| 180179Z | | Bali-Lombok | Bali Road | BTS | | | 0.0 | 0.0 | | |
| 180180Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180182Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 72.0 | 0.0 | greenfield | vacant land - existing tower |
| 180183Z | | Bali-Lombok | Bali Road | BTS | | | 0.0 | 0.0 | | |
| 180184Z | | Bali-Lombok | Bali Road | BTS | | | 0.0 | 0.0 | | |
| 180186Z | *** | Bali-Lombok | Badung | BTS | | | 52.0 | 0.0 | greenfield | vacant land - existing tower |
| 180188A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180189A | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 180190Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180191B | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 180192Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 71.0 | 0.0 | greenfield | vacant land - existing tower |
| 180195Z | *** | Bali-Lombok | Bali Road | BTS | *** | *** | 62.0 | 0.0 | greenfield | vacant land - existing tower |
| 180197Z | *** | Bali-Lombok | Bali Road | BTS | | | 52.0 | 0.0 | greenfield | vacant land - existing tower |
| 180200Z | *** | Bali-Lombok | Karangasem | BTS | | | 50.0 | 0.0 | greenfield | vacant land - existing tower |
| 180201Z | | Bali-Lombok | Karangasem | BTS | *** | *** | 0.0 | 0.0 | | |
| 180202Z | *** | Bali-Lombok | Tabanan | BTS | | | 70.0 | 0.0 | greenfield | vacant land - existing tower |
| 187001B | *** | Bali-Lombok | Bali Road | BTS/BSC/MGW/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 188001C | *** | Bali-Lombok | Bali Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 188002B | *** | Bali-Lombok | Bali Road | MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 188004A | *** | Bali-Lombok | Bali Road | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 190060B | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - new tower |
| 190061A | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |

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|---------|-----|-------------|--------------|-----------------|-----|-----|------|------|------------|----------------------------|
| 190062A | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 35.0 | 0.0 | greenfield | new tower |
| 190063B | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 190064A | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 190065B | *** | Bali-Lombok | Lombok Road | BTS/MW Repeater | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 190066A | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 190070B | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 190071B | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 190072B | *** | Bali-Lombok | Lombok Road | BTS | *** | *** | 65.0 | 0.0 | greenfield | vacant land - new tower |
| 190073A | *** | Bali-Lombok | Lombok Road | BTS | | | 54.0 | 0.0 | greenfield | vacant land - new tower |
| 190074B | *** | Bali-Lombok | Lombok Road | BTS | | | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 190075A | *** | Bali-Lombok | Lombok Road | BTS | | | 45.0 | 0.0 | greenfield | vacant land - new tower |
| 210003C | *** | Sulawesi | Makasar City | BTS | *** | *** | 15.0 | 12.0 | rooftop | house |
| 210004B | *** | Sulawesi | Makasar City | BTS | *** | *** | 9.0 | 20.0 | rooftop | commercial building |
| 210005A | *** | Sulawesi | Makasar City | BTS | *** | *** | 12.0 | 15.0 | rooftop | house |
| 210006C | *** | Sulawesi | Makasar City | BTS | *** | *** | 6.0 | 20.0 | rooftop | house |
| 210007B | *** | Sulawesi | Makasar City | BTS | *** | *** | 6.0 | 20.0 | rooftop | house |
| 210008A | *** | Sulawesi | Makasar City | BTS | *** | *** | 6.0 | 20.0 | rooftop | commercial building |
| 210009A | *** | Sulawesi | Makasar City | BTS | *** | *** | 20.0 | 8.0 | rooftop | house |
| 210010A | *** | Sulawesi | Makasar City | BTS | *** | *** | 6.0 | 20.0 | rooftop | university/school building |
| 210014A | *** | Sulawesi | Makasar City | BTS | *** | *** | 25.0 | 7.0 | rooftop | |
| 210017B | *** | Sulawesi | Makasar City | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 210018A | *** | Sulawesi | Makasar City | BTS | *** | *** | 6.0 | 26.0 | rooftop | |
| 210019C | *** | Sulawesi | Makasar City | BTS | *** | *** | 25.0 | 7.0 | rooftop | |
| 210020A | *** | Sulawesi | Makasar City | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 210022A | *** | Sulawesi | Makasar City | BTS | *** | *** | 15.0 | 14.0 | rooftop | |
| 210023A | *** | Sulawesi | Makasar City | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 210039B | *** | Sulawesi | Makasar City | BTS | *** | *** | 6.0 | 27.0 | rooftop | hotel |
| 230001C | *** | Sulawesi | Manado City | BTS | *** | *** | 32.0 | 27.0 | rooftop | hotel |
| 230002F | *** | Sulawesi | Manado City | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 230003B | *** | Sulawesi | Manado City | BTS | *** | *** | 35.0 | 15.0 | rooftop | hotel |
| 230004A | *** | Sulawesi | Manado City | BTS | *** | *** | 30.0 | 0.0 | greenfield | |
| 230005D | *** | Sulawesi | Manado City | BTS | *** | *** | 9.0 | 32.0 | rooftop | |
| 230008D | *** | Sulawesi | Manado City | BTS | *** | *** | 0.0 | 0.0 | greenfield | |
| 230009A | *** | Sulawesi | Manado City | BTS | *** | *** | 40.0 | 0.0 | greenfield | |
| 230010C | *** | Sulawesi | Manado City | BTS | *** | *** | 80.0 | 0.0 | greenfield | |
| 230011C | *** | Sulawesi | Manado City | BTS | *** | *** | 40.0 | 0.0 | greenfield | |

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|---------|-----|----------|-----------------------|-----|-----|-----|------|-----|------------|
| 230012D | *** | Sulawesi | Manado City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 230014C | *** | Sulawesi | Manado City | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| | | | South East Sulawesi | | | | | | |
| 240001A | *** | Sulawesi | Kolaka Road | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| | | | South East Sulawesi | | | | | | |
| 240002A | *** | Sulawesi | Kolaka Road | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| | | | South East Sulawesi | | | | | | |
| 240003A | *** | Sulawesi | Kolaka Road | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 250001B | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250002B | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250003A | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250004A | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250005A | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250006B | *** | Sulawesi | Palu | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| 250007A | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250008B | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250009A | *** | Sulawesi | Palu | BTS | | | 0.0 | 0.0 | greenfield |
| 250010A | *** | Sulawesi | Palu | BTS | | | 50.0 | 0.0 | greenfield |
| 250011A | *** | Sulawesi | Palu | BTS | | | 40.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260001A | *** | Sulawesi | Sulawesi Road | BTS | | | 55.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260002B | *** | Sulawesi | Sulawesi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260004A | *** | Sulawesi | Sulawesi Road | BTS | | | 55.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260005A | *** | Sulawesi | Sulawesi Road | BTS | | | 0.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260006B | *** | Sulawesi | Sulawesi Road | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260007A | *** | Sulawesi | Sulawesi Road | BTS | | | 70.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260008A | *** | Sulawesi | Sulawesi Road | BTS | | | 0.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260009B | *** | Sulawesi | Sulawesi Road | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260010B | *** | Sulawesi | Sulawesi Road | BTS | *** | *** | 0.0 | 0.0 | greenfield |
| | | | Central Sulawesi Road | | | | | | |
| 260013B | *** | Sulawesi | Sulawesi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield |

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| 260014A | *** | Sulawesi | Central Sulawesi Road | BTS | | | 55.0 | 0.0 | greenfield | |
| 260015A | *** | Sulawesi | Central Sulawesi Road | BTS | | | 45.0 | 0.0 | greenfield | |
| 260016A | *** | Sulawesi | Central Sulawesi Road | BTS | | | 70.0 | 0.0 | greenfield | |
| 260017A | *** | Sulawesi | Central Sulawesi Road | BTS | | | 40.0 | 0.0 | greenfield | |
| 260018B | *** | Sulawesi | Central Sulawesi Road | BTS | *** | *** | 45.0 | 0.0 | greenfield | |
| 280001D | *** | Botabek | Banten | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 280002C | *** | Botabek | Banten | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 280003D | *** | Botabek | Banten | BTS/MW Repeater | *** | *** | 70.0 | 0.0 | greenfield | new tower |
| 280004C | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280005A | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280006D | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280007C | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280008C | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280009A | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280010D | *** | Botabek | Banten | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 280011A | *** | Botabek | Banten | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |
| 280012A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280013A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280014B | *** | Botabek | Banten | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 280015A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280016A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280017D | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280018A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280019A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |

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|---------|-----|---------|--------|-----|-----|-----|------|-----|------------|--------------|
| 280020A | *** | Botabek | Banten | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 280021A | *** | Botabek | Banten | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 280022D | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280023A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280024A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280025B | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280026A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280027A | *** | Botabek | Banten | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 280032A | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280033A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new building |
| 280034A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280035A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280036B | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280037B | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280038A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280039C | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280040A | *** | Botabek | Banten | BTS | *** | *** | 55.0 | 0.0 | greenfield | new tower |
| 280041B | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280042A | *** | Botabek | Banten | BTS | *** | *** | 65.0 | 0.0 | greenfield | new tower |
| 280043A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280044D | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280045B | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280046A | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280047B | *** | Botabek | Banten | BTS | *** | *** | 50.0 | 0.0 | greenfield | new tower |

| | | | | | | | | | | |
|---------|-----|---------|-----------|-------------|-----|-----|------|-----|------------|---------------|
| 280048B | *** | Botabek | Banten | BTS | *** | *** | 45.0 | 0.0 | greenfield | new tower |
| 280049B | *** | Botabek | Banten | BTS | *** | *** | 64.0 | 0.0 | greenfield | new tower |
| 280050A | *** | Botabek | Banten | BTS | *** | *** | 54.0 | 0.0 | greenfield | new tower |
| 280051B | *** | Botabek | Banten | BTS | | | 54.0 | 0.0 | greenfield | |
| 280052C | *** | Botabek | Banten | BTS | | | 45.0 | 0.0 | greenfield | |
| 280053C | *** | Botabek | Banten | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 280054B | *** | Botabek | Banten | BTS | *** | *** | 35.0 | 0.0 | greenfield | vacant land - |
| 280055Z | *** | Botabek | Serang | BTS | | | 52.0 | 0.0 | greenfield | new tower |
| 280056Z | *** | Botabek | Serang | BTS | | | 45.0 | 0.0 | greenfield | |
| 280057A | *** | Botabek | Tangerang | BTS | | | 54.0 | 0.0 | greenfield | |
| 280058A | *** | Botabek | Serang | BTS | | | 45.0 | 0.0 | greenfield | |
| 280059B | *** | Botabek | Serang | BTS | *** | *** | 35.0 | 0.0 | greenfield | |
| 280060E | *** | Botabek | Serang | BTS | | | 30.0 | 0.0 | greenfield | |
| 280061A | *** | Botabek | Serang | BTS | | | 45.0 | 0.0 | greenfield | |
| 280062B | *** | Botabek | Serang | BTS | | | 45.0 | 0.0 | greenfield | |
| 280064A | *** | Botabek | Cilegon | BTS | | | 0.0 | 0.0 | | |
| 280065A | *** | Botabek | Banten | BTS | | | 54.0 | 0.0 | | |
| 288001A | *** | Botabek | Banten | MW Repeater | *** | *** | 54.0 | 0.0 | greenfield | new tower |

Schedule 2**Revenue Contracts**

| <u>NO</u> | <u>COUNTERPARTY</u> | <u>NAME OF DOCUMENT</u> | <u>DATE</u> |
|-----------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1 | PT. Bakrie Telecom Tbk | Memorandum of Understanding Re: Site and Tower utilization for the location of BTS | 18-Jul-07 |
| 2 | PT. Indoprima Mikroselindo | Master Lease Agreement | 7-May-07 |
| 3 | PT. Mobile-8 Telecom Tbk | Memorandum of Understanding for Site Sharing | 8-Oct-07 |
| 4 | PT. Smart Telecom & PT. Bakrie Telecom Tbk | Memorandum of Understanding for Site and Telecommunication Tower Sharing | 4-Oct-07 |
| 5 | PT. Excelcomindo Pratama, Tbk | Memorandum of Understanding Re: Lease of Telecommunications Infrastructure as supplemented by a Letter Agreement dated February 20, 2008 | 12-Dec-07 |
| 6 | PT. Indosat, Tbk | Perjanjian Kerjasama Penggunaan Sarana Telekomunikasi Bersama | 30-Nov-07 |
| 7 | PT. Natrindo Telepon Selular | Memorandum of Understanding | 8-Jun-06 |
| 8 | PT. Natrindo Telepon Selular | Addendum I upto 9 to the Memorandum of Understanding | various |
| 9 | PT. Natrindo Telepon Selular | Indemnity Agreement | 8-Jun-06 |

Schedule 3

Asset Information Packages and Critical Asset Transfer Documents

1. Asset Information Packages

In respect of a Tower Site, the Vendor should provide the following in lever arch folders with an appropriate indexing system:

- (a) A punch list provided by the Network Provider in accordance with Annexure E, Section 3.5 of the Network Procurement Agreement;
- (b) Any Authorisations obtained in respect of the Assets which are in the possession of the Vendor on or about the time that a Completion Notice is issued in respect of the relevant Tower Site.
- (c) Copies of any relevant correspondence in relation to a Tower Site which are in the possession of the Vendor on or about the time that a Completion Notice is issued in respect of the relevant Tower Site.
- (d) All other documentation, agreements and other information relating to any of the Tower Sites (as is reasonable in the circumstances) in the possession or control of the Vendor or its Related Bodies Corporate.
- (e) As many of the Critical Asset Transfer Documents which the Vendor possesses.

2. Critical Asset Transfer Documents

In respect of a Tower Site, the Vendor must provide the following in lever arch folders with an appropriate indexing system:

- (a) The Tower Site Lease.
- (b) A document evidencing payment of rent due under the Tower Site Lease for that Tower Site, including a valid land certificate for the land underlying each Tower Site Lease (or the equivalent customary alternative to this) that will remain unexpired for the term of the Tower Site Lease.
- (c) Either:
 - (i) the IMB Application; or
 - (ii) an IMB issued by a Governmental Agency.
- (d) All Material Authorisations, provided that the Vendor may provide written evidence as to why a Material Authorisation is not required for a particular Tower Site and the Purchaser must act reasonably in determining whether or not to accept that exclusion.
- (e) Copies of any Conditional Acceptance Certificate, Provisional Acceptance Certificate or RFI Certificate relating to each Tower Site.

- (f) Plans and specifications of the Assets provided to the Vendor under clause 28 of the Network Procurement Agreement.
- (g) All Revenue Contracts entered into by the Vendor.
- (h) In respect of each Revenue Contract attaching to that Tower Site, either:
 - (i) an original of the Consent required under that Revenue Contract for the benefit of that contract to be Assigned to the Purchaser; or
 - (ii) a certificate issued by the Vendor confirming that no Consent is required under that Revenue Contract for the benefit of that contract to be Assigned to the Purchaser.
- (i) A Notice of Attornment to be dated as at the relevant Completion Date.
- (j) A deed of release (in a form agreed by the parties) which is effective under Indonesian law to release all Encumbrances over the Vendor's interests in the Assets on the relevant Tower Site.
- (k) One counterpart of the Site Licence duly executed by the Vendor.
- (l) An Acceptance of Asset Notice.
- (m) A Site Transfer Agreement.

Schedule 4

Vendor Warranties

1. Incorporation and Existence

- (a) The Vendor is duly incorporated and validly exists under the law of its place of incorporation.
- (b) The Vendor has full corporate power and authority to own the Assets.
- (c) The Vendor is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened.
- (d) The Vendor is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Vendor.
- (e) The Vendor is able to pay its debts as they fall due and has not stopped payment of its debts.
- (f) To the best of the Vendor's Knowledge there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Vendor.
- (g) No administrator has been appointed to the Vendor nor has any deed of company arrangement been executed or proposed in respect of the Vendor.

2. Authority

- (a) The execution and delivery of this Agreement and the Transaction Documents has been properly authorised by all necessary corporate action of the Vendor.
- (b) The Vendor has full corporate power and lawful authority to execute and deliver this Agreement and the Transaction Documents and to consummate and perform or cause to be performed its obligations under this Agreement, the Transaction Documents and each transaction contemplated by them to be performed by the Vendor.
- (c) This Agreement and the Transaction Documents constitute legal, valid and binding obligations of the Vendor enforceable in accordance with their terms by appropriate legal remedy.
- (d) The execution, delivery and performance by the Vendor of this Agreement, the Transaction Documents and each transaction contemplated by them does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (i) any provision of the constitution or constituent documents of the Vendor;
 - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed by which it is bound; or

(iii) any writ, order or injunction, judgement, or Law to which it is a party or is subject or by which it is bound.

3. Disclosure

Except as otherwise disclosed to the Purchaser:

- (a) the information provided to the Purchaser relating to the use or operation of the Assets, the Material Contracts or the Tower Sites (including the Asset Information Packages and the Critical Asset Transfer Documents) was prepared in good faith, is materially accurate, complete and not misleading (including by omission) in any material respect as at the date of this Agreement and as at Completion;
- (b) other than the Disclosure Material, there are no material facts, circumstances and other information relating to the Assets, the Material Contracts and the Tower Sites that should be disclosed to the Purchaser; and
- (c) all copies of documents provided by the Vendor to the Purchaser are true copies.

4. Title

At Completion the Vendor will have good, valid and marketable title to all of the Assets the subject of the Completion and the Vendor will be able to transfer such interests free and clear of any Encumbrances (including the Bank Pledges) to the Purchaser.

5. Material Contracts

- (a) Each Material Contract has been authorised and executed by the Vendor.
- (b) The Vendor is not aware that any Material Contract has not been authorised and executed by each counterparty.
- (c) Except in respect of those Revenue Contracts set out in Schedule 2 (*Revenue Contracts*), the Vendor has not granted any right to occupy, use, have or access in respect of any of the Tower Sites to any Third Party.
- (d) The Vendor has not breached (other than a breach that has been remedied by the Vendor or waived by a Third Party) any of the Material Contracts in a way which would have a materially prejudicial impact on any such Material Contract.
- (e) The Vendor is not aware of any breach (other than a breach that has been remedied by the Third Party or waived by the Vendor) by any counterparty of any of the Material Contracts.
- (f) The Vendor has not received notice from any counterparty alleging any breach by the Vendor which would have a materially prejudicial impact on a Material Contract.
- (g) To the best of the Vendor's Knowledge, there is no subsisting dispute of a material nature between the Vendor and a Third Party in relation to any of the Material Contracts which would give that person a right to terminate the Material Contracts, and there are no circumstances which the Vendor believes to be likely to give rise to any such dispute.

- (h) The Vendor has not given notice or received any written notice terminating any of the Material Contracts.
- (i) To the best of the Vendor's Knowledge, the Material Contracts are valid and subsisting, have not been amended or modified and, where applicable, any options or rights of renewal in relation to the Material Contracts have been validly exercised.

6. Property

- (a) The Assets and rights transferred to the Purchaser at each Completion Date will constitute all of the assets, properties and rights used in or necessary for the ownership, use and operation of the Tower Sites by the Purchaser.
- (b) Immediately following the applicable Completion Date, the Vendor will not retain any interest in any Assets or rights that are used in or are necessary for the conduct of any Tower Site that was transferred to the Purchaser at such Completion Date (except as otherwise granted to the Vendor by the Purchaser pursuant to the Master Lease Agreement and the Site Licences).
- (c) There are no material facilities, services, Assets or rights that are used by the Vendor in the conduct or operation of the Tower Sites and that are not being transferred to the Purchaser pursuant to the provisions of this Agreement.
- (d) Each Tower, Tower Site and related support facilities are operated in material compliance with all applicable Laws and Material Authorisations.
- (e) The Vendor has obtained all easements and rights-of-way that are reasonably necessary to provide vehicular and pedestrian ingress and egress by the Vendor to and from each of the Tower Sites.

7. Compliance with Laws and litigation

- (a) There are no Proceedings pending or, to the best of the Vendor's Knowledge, threatened against the Vendor or with respect to or involving any of the Assets or otherwise against or affecting the Vendor's interest in the Assets.
- (b) There are no Orders outstanding against the Vendor that seek to prevent, restrict or delay consummation of the transactions contemplated by this Agreement or any of the Transaction Documents, the performance by the Vendor of its obligations under this Agreement or the Transaction Documents or the fulfilment of any of the conditions of this Agreement in any material way.
- (c) There are no Orders against the Vendor with respect to any of the Assets or otherwise binding on any of the Assets which materially affect the Assets.
- (d) To the best of the Vendor's Knowledge, the Vendor is not in breach or violation of, or in default under, the performance, observance or fulfilment of any required Authorisation for any Tower Site which has a material effect, and no event or circumstance exists or has occurred which constitutes, or but for any requirement of giving of notice or passage of time or both would constitute, a breach or violation of, or default under, any such Authorisation in a material way.

- (e) To the best of the Vendor's Knowledge, no Authorisation is the subject of any pending or threatened challenge or Proceeding to revoke or terminate any such Authorisation which would have a material effect.

8. Taxes and Utilities

The Vendor has paid or will, at or prior to the Completion Date, pay all due and payable obligations for utilities and taxes relating to the Tower Sites to be transferred to the Purchaser by the Vendor through and including to the applicable Completion Date.

Schedule 5

Purchaser Warranties

1. Approvals

- (a) The Purchaser has all of the material permits, licences, consents and other authorisations required to acquire the Assets and perform its obligations under this Agreement and the Transaction Documents (the *Approvals*).
- (b) No failure by the Purchaser to comply with the conditions under the Approvals has had a material adverse effect on the Assets or, to the best of the Purchaser's Knowledge is likely to have a material adverse effect on the Assets.

2. Incorporation and Existence

- (a) The Purchaser is duly incorporated and validly exists under the law of its place of incorporation.
- (b) The Purchaser has full corporate power and authority to acquire the Assets.
- (c) The Purchaser is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened. The Purchaser is able to pay its debts as they fall due and has not stopped payment of its debts.
- (d) The Purchaser is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Purchaser.
- (e) To the best of the Purchaser's Knowledge there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Purchaser.
- (f) No administrator has been appointed to the Purchaser nor has any deed of company arrangement been executed or proposed in respect of the Purchaser.

3. Authority

- (a) The execution and delivery of this Agreement and the Transaction Documents has been properly authorised by all necessary corporate action of the Purchaser.
- (b) The Purchaser has full corporate power and lawful authority to execute and deliver this Agreement and the Transaction Documents and to consummate and perform or cause to be performed its obligations under this Agreement, the Transaction Documents and each transaction contemplated by them to be performed by the Purchaser.
- (c) This Agreement and the Transaction Documents constitute legal, valid and binding obligations of the Purchaser enforceable in accordance with their terms by appropriate legal remedy.

- (d) The execution, delivery and performance by the Purchaser of this Agreement, the Transaction Documents and each transaction contemplated by them does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (i) any provision of the constitution or constituent documents of the Purchaser;
 - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed to which it is bound; or
 - (iii) any writ, order or injunction, judgement, or Law to which it is a party or is subject or by which it is bound.
- (e) The execution, delivery and performance by the Purchaser of this Agreement, the Transaction Documents and each transaction contemplated by them does not require the consent of any Third Party.

4. Purchaser's Bid

The material provided by the Purchaser to the Vendor as part of its Bid is true, complete and accurate and not misleading in any material respect.

Schedule 6

Form of Lessor Acknowledgement and Consent

Part A – Lessor Acknowledgement

[Name of Lessor/Licensor]

[Address of Lessor/Licensor]

[Date]

Dear [Sir/Madam]

Notice of Assignment

[Lease/Licence]: [_____] (*Lease*)

[Lessee/Licensee]: PT. Hutchison CP Telecommunications (*Assignor*)

[Assignee]: [_____] (*Assignee*)

Site: [_____] (*Site*)

In accordance with the Lease, the Assignor may assign the Lease at its discretion. The Assignor gives notice that it has assigned to the Assignee all of its right, title and interest under the Lease with effect from Completion (as defined in the agreement between the Assignor and the Assignee).

As Completion is conditional upon certain events occurring, we will advise you if Completion does not occur in respect of the Site.

Please direct all future correspondence in respect of the Lease to the Assignee at:

[*]

Attention: [*]

Please acknowledge receipt of this notice by signing below and returning it to us.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

Receipt of this notice is acknowledged:

Dated: _____

Signed: _____

Name: _____

for and on behalf of [Lessor/Licensor]

[*Note: To be prepared in English and Indonesian.*]

Part B – Lessor Consent

[Name of Lessor/Licensor]

[Address of Lessor/Licensor]

[Date]

Dear [Sir/Madam]

Notice of Assignment and Consent

[Lease/Licence]: [_____] (*Lease*)

[Lessee/Licensee]: PT. Hutchison CP Telecommunications (*Assignor*)

[Assignee]: [_____] (*Assignee*)

Site: [_____] (*Site*)

Pursuant to the Lease, the Assignor requests your consent to the assignment of all of its right, title and interest under the Lease to the Assignee, with effect from Completion (as defined in the agreement between the Assignor and the Assignee).

As Completion is conditional upon certain events occurring, we will advise you if Completion does not occur in respect of the Site.

Please direct all future correspondence in respect of the Lease to the Assignee at:

[*]

Attention: [*]

Please confirm your consent to and acknowledgement of the assignment of the Lease by signing below and returning it to us.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

Receipt of this notice is acknowledged:

Dated: _____

Signed: _____

Name: _____

for and on behalf of [Lessor/Licensor]

[Note: To be prepared in English and Indonesian.]

Schedule 7

Definitions and Interpretation

1. Definitions

Acceptance of Asset Notice means a notice substantially in the form set out in Schedule 14 (*Acceptance of Asset Notice*) which identifies the Assets to be transferred to the Purchaser on the relevant Completion Date.

Alternative Tower Site has the meaning given in clause 4.7(e).

Assets means:

- (a) the Towers and accessories (foundations, platforms, climbing ladders, safety cages, fall arrestors, lighting system);
- (b) the Tower Site Leases;
- (c) the Revenue Contracts and all related rights to accounts receivable and income due thereon accruing or earned on or after the applicable Completion Date;
- (d) the lighting and aviation lights (if any); and
- (e) all of the Vendor's interests in the following items (not being the Towers and Equipment Shelters) located on, in or under a Tower Site (whether above or below ground), a Tower or Equipment Shelter:
 - (i) cable ladders and trays;
 - (ii) fencing, gates, ground covering and earthing (in addition to electrical earthing);
 - (iii) site grounding system;
 - (iv) Tower grounding system,

but not the Excluded Equipment.

Asset Information Package means a package of documents provided by the Vendor to the Purchaser which includes the items referred to in clause 1 of Schedule 3 (*Asset Information Packages and Critical Asset Transfer Documents*).

Asset Purchase Price means \$135,428.

Asset Withdrawal Notice has the meaning given in clause 4.7.

Assignment means an assignment, novation or transfer (as the case may be) by the Vendor to the Purchaser of the Vendor's right, title and interest in a Material Contract and **Assign** or **Assigned** has a corresponding meaning.

Authorisation means any consent, authorisation, registration, filing, lodgment, notification, agreement, certificate, lease, licence, permit, community permit, approval or exemption from any Governmental Agency or Third Party which has a basis in Law.

Bank Pledges means any form of Encumbrance granted by the Vendor in favour of the Network Provider's Lenders in respect of the Assets.

Bid means the bid submitted by the Purchaser to the Vendor in respect of the purchase of the Assets pursuant to the Invitation to Bid letter issued to the Purchaser on 19 February 2008.

Bid Bond means the bid bond provided by the Purchaser to the Vendor in accordance with the Invitation to Bid letter issued to the Purchaser on 19 February 2008.

Casualty Tower Site means a Tower Site with respect to which:

- (a) an act of God (including an earthquake, hurricane, flood, tornado, tsunami, volcanic event or fire or other event or occurrence in the nature of a casualty typically insured against through casualty insurance) has occurred; or
- (b) any other act, threatened act or omission by any person (other than the Purchaser) has occurred,

which in each case makes it impossible for the Tower Site to be used for the purpose for which it has been constructed.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise and whether present, unascertained, immediate, future or contingent.

Completion means the completion of this Agreement (in whole or in part) in accordance with clause 7 (including the completion of the Assignment of Assets under this Agreement) and **Complete** has a corresponding meaning.

Completion Date means the Tranche 1 Completion Date or a Subsequent Completion Date, as the case may be.

Completion Documents means all documents necessary to Assign the Material Contracts, including all Consents, in respect of the Tower Sites.

Completion Notice has the meaning given in clause 4.6.

Consents means each consent required to be obtained from a Lessor, Licensee or any other Third Party, and any other requirements to be satisfied, for an Assignment to be effected and includes a Lessor Acknowledgement and a Lessor Consent.

Critical Asset Transfer Document means, in relation to a particular Tower Site, each document listed in clause 2 of Schedule 3 (*Asset Information Packages and Critical Asset Transfer Documents*).

Deposit means an amount equal to 25% of the Purchase Price.

Disclosure Material means the documents and information relating to the Assets, the Material Contracts and the Tower Sites provided by the Vendor to the Purchaser on or before the date of this Agreement and as set out in Annexure A.

Encumbrance means any mortgage, lien, charge, pledge, claim, fiducia security or other encumbrance, including the Bank Pledges, but does not include a Revenue Contract or licence executed pursuant to a Revenue Contract.

Equipment Shelter means a structure or shelter located on a Tower Site belonging to or installed by or on behalf of the Vendor that houses telecommunications equipment (and other related equipment), including any pre-fabricated shelter elements such as air-conditioning units or plant attached to or forming part of that structure or shelter.

Escrow Account means an account established jointly by the Vendor and the Purchaser with the Escrow Bank on the terms and conditions of the Escrow Agreement for the holding of and dealing with the Deposit on the basis contemplated in clause 2.1.

Escrow Agreement means the agreement of that name entered into by the Vendor, the Purchaser and the Escrow Bank dated March 2008.

Escrow Bank means a Hong Kong branch of The Hongkong and Shanghai Banking Corporation Limited.

Excluded Equipment means any structures, equipment, improvements, fixtures or fittings and other items installed on, in or under a Tower, Equipment Shelter or a Tower Site by or on behalf of the Vendor which is not an Asset or Third Party Equipment, including:

- (a) Equipment Shelters;
- (b) antennas, panel antennas, microwave dishes and satellite dishes;
- (c) associated transmission equipment, power plant for that transmission equipment (including solar panels and standby electricity generators), electronics and base transceiver station (BTS) equipment;
- (d) associated feeders, waveguides, waveguide pressuring equipment, gland plates and connectors;
- (e) antenna mounts, supports, brackets and sidearms;
- (f) antenna headframes;
- (g) electrical supply infrastructure and reticulation, including electricity meters;
- (h) all electrical earthing associated with paragraphs (e), (f) and (g);
- (i) cabling (both above and below ground), grounding kits and weather proofing kits;
- (j) fittings and fixtures and any such other equipment as agreed in writing by the parties; and
- (k) Third Party Equipment.

Extended Tranche 1 Closing Date has the meaning given in clause 3.5(a)(ii).

Final Date means the date which is 24 months after the date of this Agreement.

Force Majeure Event has the meaning given in the Master Lease Agreement.

Forfeited Amount means an amount equal to \$50,000,000 standing to the credit of the Escrow Account.

Governmental Agency means a government, governmental, semi-governmental, legislative, administrative, fiscal or judicial body, minister, department, commission, authority, tribunal, agency, corporation or entity whether foreign, federal, national, regional, state, territorial or local (including any regulatory organisation and recognised stock exchange) having authority over the relevant party.

IMB means the Izin Mendirikan Bangunan issued by a Governmental Agency.

IMB Application means the application made by or on behalf of the Vendor for the IMB for a Tower Site along with proof of proper payment and submission to the applicable Governmental Agency.

IMB Period has the meaning given in clause 7.7(a).

Initial Conditions Precedent has the meaning given in clause 3.1.

Interest Rate means 10% per annum which the parties acknowledge is a fair and reasonable estimate of the damages, losses and costs which will be incurred as a result of failure to make a payment under this Agreement on time.

Knowledge means actual knowledge, information and belief of the relevant party's officers upon those officers having exercised reasonable diligence and made reasonable enquiries of the relevant party's employees including, in the case of the Vendor those employees involved in the administration of the Assets (including any contractual arrangements in relation to the Assets) and any information provided to the Vendor by the Network Provider relating to the Assets.

Law means any statute, regulation, proclamation, ordinance or by-law of any jurisdiction, including without limitation all planning and building by-laws, ordinances and other instruments and includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and all regulations, instruments, proclamations, ordinances or by-laws issued under that Law including any requirements, notices, orders and directions of any Governmental Agency.

Lessor means the owner of a Tower Site or a person with the power or right to grant a right of occupation of a Tower Site from whom the Vendor obtains its right of tenure under a Tower Site Lease.

Lessor Acknowledgement means an acknowledgement from the Lessor in respect of an Assignment substantially in the form of notice in Part A of Schedule 6 (*Form of Lessor Acknowledgement and Consent*).

Lessor Consent means an acknowledgement and consent from the Lessor in respect of an Assignment substantially in the form of notice in Part B of Schedule 6 (*Form of Lessor Acknowledgement and Consent*).

Lessor Consent Period means, for a Tower Site in respect of which Completion has occurred without a Lessor Consent, Lessor Acknowledgment or Specified Permit having been obtained at the Completion Date for that Tower Site, a period of 12 months from that Completion Date.

Liabilities means all actions, claims, expenses, liabilities and any direct loss and all damages, including, but not limited to, legal costs on a full indemnity basis (when incurred by or awarded against a party) but excluding consequential and indirect losses and damage arising out of any Third Party Claims and **Liability** has a corresponding meaning.

Licensee means a Third Party who owns or operates Third Party Equipment that is installed on, in or under a Tower or Tower Site under a Revenue Contract.

Master Lease Agreement means the master lease agreement signed by the Purchaser on or about the date of this Agreement in relation to the access, occupation and use by the Vendor of the Tower Sites, as attached to this Agreement in Annexure B.

Material Authorisation means any Authorisation (other than an IMB or an IMB Application or a Specified Permit):

- (a) which is required in respect of a Tower Site;

- (b) which is obtained by tower operators in Indonesia in the usual course of business; and
- (c) the absence of which:
 - (i) is reasonably likely to materially affect the ability of the Purchaser to conduct usual business at the Tower Site; or
 - (ii) may subject the Purchaser to a Liability of a material nature at the Tower Site.

It does not include a Lessor Consent, Lessor Acknowledgment or Consent in respect of a Revenue Contract, or Specified Permit.

Material Authorisations Notice has the meaning given in clause 4.10.

Material Contracts means:

- (a) the Tower Site Leases; and
- (b) the Revenue Contracts.

Material Default means a breach or default by a party of a material obligation under this Agreement that involves or evidences an intentional or wilful disregard of such obligation (including in the case of the Vendor, clause 2.3), and **Materially Defaults** has a corresponding meaning.

Network Procurement Agreement means the Network Procurement Agreement dated 15 October 2005 between the Vendor and PT Siemens Indonesia as novated to PT Nokia Siemens Networks, and includes all subsequent amendments to it.

Network Provider means PT Siemens Indonesia and PT Nokia Siemens Networks.

Network Provider's Lenders means Standard Chartered Bank as agent for financiers of the Network Provider in relation to the construction and roll-out of the Tower Sites.

Non-Completed Assets means the Assets relevant to any Tower Sites which have not been Completed pursuant to this Agreement as at the Final Date, excluding any Assets relevant to any Tower Sites which have not been completed due to the default of the Purchaser under this Agreement.

Notice of Attornment means a notice signed by the Vendor addressed to each Licensee advising of the Assignment of a Revenue Contract and directing that Licensee to pay all future rents under the Revenue Contract to the Purchaser or as the Purchaser directs.

Order means any writ, judgment, decree, injunction or any other decision, ruling, order or statement of any Governmental Agency (in each such case whether preliminary or final).

Preliminary Information has the meaning given in clause 3(b) of Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*).

Proceeding means any actual or threatened litigation, complaint, hearing, indictment, settlement, audit, claim, action, lawsuit, dispute, demand, grievance, allegation, citation, summons, inquiry, arbitral action, governmental inquiry, criminal prosecution or other investigation.

Purchase Price means \$500,000,000.

Purchaser Warranties means each of the representations and warranties listed in Schedule 5 (*Purchaser Warranties*).

Qualified Indonesian Legal Counsellor means a well-regarded legal practitioner from a reputable Indonesian law firm agreed by the parties (acting reasonably).

Related Body Corporate means, in relation to an entity (the **First Entity**):

- (a) any other entity Controlled by the First Entity; and
- (b) any other entity which Controls the First Entity.

For the purposes of this definition, **Control** is deemed to arise where an entity:

- (c) is entitled to exercise more than 50% of the voting rights of another entity;
- (d) has the power to appoint a majority of the directors or similar officers of another entity; or
- (e) has the power to direct the management and policies of the other entity.

Revenue Contract means any sub-lease, licence or other right granted by the Vendor to allow a Third Party to access, use or co-locate on a Tower, Equipment Shelter or Tower Site as exhaustively set out in Schedule 2 (*Revenue Contracts*).

Site Licence means a licence in respect of a Tower Site to be granted by the Purchaser to the Vendor in accordance with this Agreement and the Master Lease Agreement.

Site Transfer Agreement means an agreement between the Vendor and the Purchaser substantially in the form in Schedule 16 (*Site Transfer Agreement*) to be entered into in respect of the Assets for each Tower Site.

Specified Clauses means:

- (a) where termination of this Agreement occurs prior to the Tranche 1 Completion Date, clauses 2.1(b), 4.9(d), 10, 11, 14, Schedule 7 (*Definitions and Interpretation*) and Schedule 8 (*The Deposit*); and
- (b) where termination of this Agreement occurs after the Tranche 1 Completion Date:
 - (i) clauses 4.9(d), 10, 11, 14, Schedule 7 (*Definitions and Interpretation*) and Schedule 18 (*Public Announcement*); and
 - (ii) in respect of those Assets which have Completed, clauses 6, 7.7, 7.8, 8, 9 (excluding clause 9.10), Schedule 4 (*Vendor Warranties*), Schedule 6 (*Form of Lessor Acknowledgement and Consent*) and Schedule 15 (*Obtaining of Lessor Acknowledgements and Lessor Consents*).

Specified Permit means a community permit or, where relevant to a Tower Site having regard to its location, an aviation permit.

Subsequent Completion means Completion of the sale of Subsequent Tranche Assets from the Vendor to the Purchaser in accordance with clause 7.

Subsequent Completion Date means the date of a Subsequent Completion.

Subsequent Tranche Assets means the Assets relevant to a Tower Site identified by the Vendor pursuant to clause 4.5 to be the subject of a Subsequent Completion.

Target Tranche 1 Closing Date has the meaning given in clause 3.5(a)(i).

Termination Compensation Amount means:

- (a) an amount equal to \$50,000,000 where the Purchaser terminates this Agreement in accordance with clause 3.6(c);
- (b) an amount equal to \$50,000,000 where the Purchaser terminates this Agreement in accordance with clause 3.7(a) due to the Vendor's breach of clause 2.3; or
- (c) where the Purchaser terminates this Agreement in accordance with clause 3.7(a) (other than as a result of a breach by the Vendor of clause 2.3), an amount equal to:

$\$25,000 \times (2,000 - TTS)$

where:

TTS is the number of Tower Sites which have been Completed pursuant to this Agreement

Third Party means any person who is not the Vendor, the Purchaser or a Related Body Corporate of either the Vendor or the Purchaser.

Third Party Equipment means all structures, equipment, improvements, fittings, fixtures and other items owned by a Third Party and located on, in or under a Tower, Equipment Shelter or Tower Site.

Tower means the following facilities located on a Tower Site belonging to or installed by or on behalf of the Vendor and used to supply communications services:

- (a) a tower;
- (b) a monopole;
- (c) a mast; or
- (d) any similar or other antenna support structure.

Tower Site means a site that is, or is intended to be the subject of a Tower Site Lease and is listed in Schedule 1 (*Tower Sites*).

Tower Site Lease means the lease, licence or other right of use or occupation between the Vendor and the relevant landlord, owner or person with the power or right to grant a right of occupation of the Tower Site to the Vendor, including without limitation any associated access easements.

Tranche 1 Assets means those Assets specified in the Vendor's notice(s) given in accordance with clause 4.4 and pursuant to a Completion Notice.

Tranche 1 Completion means Completion of the Tranche 1 Assets in accordance with clause 7.

Tranche 1 Completion Date means the date of Completion of the Tranche 1 Assets.

Transaction Documents means this Agreement, the Master Lease Agreement, the Escrow Agreement, and any other document entered into or to be entered into pursuant to or in contemplation of this Agreement.

Vendor's Certificate means the certificate to be delivered by the Vendor to the Purchaser under clause 7.2.

Vendor Warranties means each of the representations and warranties listed in Schedule 4 (*Vendor Warranties*).

Withdrawn Asset has the meaning given in clause 4.7.

Working Day means a day which is not a Saturday, Sunday or public holiday in Indonesia or Hong Kong. In the case of any payment of United States Dollars under this Agreement, it also includes a days which is not a Saturday, Sunday or public holiday in New York.

2. Interpretation

In this Agreement the following rules of Interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule, annexure or attachment is a reference to a clause or term of, or party, schedule, annexure or attachment to this Agreement;
 - (vi) this Agreement includes all schedules, annexures and attachments to it and all certificates delivered pursuant to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (viii) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (ix) a monetary amount is in US dollars;
- (g) when the day on which something must be done is not a Working Day, that thing must be done on the following Working Day;
- (h) in determining the time of day where relevant to this Agreement, the relevant time of day is the time of day in Hong Kong;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and

- (j) any conflict, inconsistency or ambiguity between the terms and provisions of the following documents will be resolved in accordance with the descending order of precedence so that the documents described first take precedence over those subsequently described:
- (i) this Agreement;
 - (ii) the Master Lease Agreement; and
 - (iii) any Site Licence.
- (k) A reference to a party using its *best endeavours* or *reasonable endeavours* does not include a reference to that party paying money in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing) or in circumstances that are commercially onerous or unreasonable in the context of this Agreement or providing other valuable consideration to or for the benefit of any person or agreeing to commercially onerous or unreasonable conditions (and an obligation on a party to use its *best endeavours* or *reasonable endeavours* does not oblige that party to do any of these things).
- (l) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (m) If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion, unless expressly provided otherwise.

Schedule 8

The Deposit

1. Interest

Interest which accrues on the Deposit will be deemed to form part of the Deposit and will be dealt with as specified in clauses 3 and 4 below.

2. Tranche 1 Completion Occurs

If Tranche 1 Completion occurs:

- (a) the Vendor is entitled absolutely to the Deposit; and
- (b) the Purchaser is entitled absolutely to any interest credited to the Escrow Account.

3. Return of the Deposit in full to the Purchaser

If:

- (a) prior to the Tranche 1 Completion Date the Purchaser lawfully terminates this Agreement as a result of a Material Default by the Vendor in accordance with clause 3.6(c); or
- (b) Tranche 1 Completion does not occur:
 - (i) prior to the Target Tranche 1 Closing Date and this Agreement is terminated in accordance with clause 3.5(a)(i); or
 - (ii) prior to the Extended Tranche 1 Closing Date and this Agreement is terminated in accordance with clause 3.5(a)(ii); and
 - (iii) clause 4 below does not apply,

the Purchaser shall be entitled to the Deposit (including any interest credited to the Escrow Account) which must be transferred by the Escrow Bank to the Purchaser as contemplated in clause 4.1 of the Escrow Agreement.

4. Forfeited Amount to Vendor; balance to the Purchaser

If:

- (a) prior to the Tranche 1 Completion Date the Vendor lawfully terminates this Agreement as a result of a Material Default by the Purchaser in accordance with clause 3.6(a); or
- (b) Tranche 1 Completion does not occur prior to the Extended Tranche 1 Closing Date as a result of a Material Default by the Purchaser,

then:

- (c) the Vendor is entitled to the Forfeited Amount which amount must be transferred from the Escrow Account by the Escrow Bank to the Vendor as contemplated in clause 4.2 of the Escrow Agreement; and

- (d) the Purchaser is entitled to the balance of the Deposit (including any interest credited to the Escrow Account) after deducting the Forfeited Amount which amount must be transferred from the Escrow Account by the Escrow Bank to the Purchaser as contemplated in clause 4.3 of the Escrow Agreement.

5. Acknowledgements and undertakings in relation to the Deposit

The Vendor and the Purchaser agree unconditionally:

- (a) that the retention of the Forfeited Amount by the Vendor represents:
 - (i) the outcome of arms' length commercial discussions where each party is represented by legal and other advisers; and
 - (ii) the parties' fair and reasonable estimate of the damages, losses and Liabilities which will be incurred by the Vendor as a result of such default by the Purchaser; and
- (b) to issue the notices referred to in clause 4 of the Escrow Agreement in order to give effect to this Schedule 8 (*The Deposit*).

6. Costs of the Escrow Account

The parties will equally share the costs of the Escrow Bank and in relation to the establishment of the Escrow Account (including the costs of legal counsel engaged by the Escrow Bank, if any).

Schedule 9

Form of Asset Withdrawal Notice

Asset Withdrawal Notice

To: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)
From: PT. Hutchison CP Telecommunications (the *Vendor*)
Date: [Date] (the *Withdrawal Date*)
Tower Site: [Identity and location of Tower Site] (the *Tower Site*)

Pursuant to clause 4.7 of the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*), the Vendor notifies the Purchaser that with effect from the Withdrawal Date, the Tower Site and all Assets relevant to that Tower Site (the *Withdrawn Assets*) are excluded from the sale and purchase under the Agreement.

In accordance with clause 4.7(c) of the Agreement, from the Withdrawal Date:

- the Withdrawn Assets are excluded as an Asset for all purposes of the Agreement; and
- the Purchaser's permission to market the Withdrawn Assets as provided for in clause 2.4 of the Agreement is terminated.

In accordance with clause 4.7(d)(i) of the Agreement, the Vendor has withdrawn [*] Tower Sites (which amount includes the Tower Sites the subject of this notice), totalling [*]% of the Tower Sites specified in Schedule 1 (*Tower Sites*) at the date of the Agreement.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

Schedule 10

Initial Conditions Precedent

1. Conditions Precedent in respect of the Vendor

- (a) The Vendor's shareholders have approved the Vendor's entry into this Agreement and the other Transaction Documents and the completion of the transactions contemplated under them, including the disposal of the Assets under this Agreement.
- (b) The Vendor has provided to the Purchaser customary evidence of the establishment, existence and good standing of the Vendor.
- (c) The Vendor has obtained from the Network Provider its consent to the Vendor's entry into this Agreement and the other Transaction Documents and the completion of the transactions contemplated under them (if necessary), on terms reasonably acceptable to the Vendor.
- (d) The Vendor has either:
 - (i) obtained from the Network Provider its consent to an assignment of the warranties provided by the Network Provider under the Network Procurement Agreement in respect of the relevant Assets to the Purchaser; or
 - (ii) obtained or delivered to the Purchaser a warranty deed pursuant to which the Vendor provides to the Purchaser the warranties provided by the Network Provider under the Network Procurement Agreement in respect of the relevant Assets on a back-to-back basis so as to place the Purchaser in the same position it would be in had the warranties been assigned in accordance with sub-paragraph (i).
- (e) The Vendor has, if necessary, obtained the consent of the Network Provider's Lenders to the Vendor's entry into this Agreement and the other Transaction Documents and the completion of the transactions contemplated under them, on terms reasonably acceptable to the Vendor. If such consent is necessary, the Vendor must provide a copy of it to the Purchaser.
- (f) The Vendor has issued a Completion Notice in respect of the transfer of at least 1,000 Tower Sites in accordance with this Agreement.

2. Conditions Precedent in respect of the Purchaser

- (a) The Purchaser has provided evidence to the Vendor (to the Vendor's reasonable satisfaction) that it has received all Indonesian approvals or authorisations necessary for it to acquire the Assets and perform its obligations under the Transaction Documents.
- (b) The Purchaser has provided to the Vendor customary evidence of the establishment, existence and good standing of the Purchaser, and the authority of the Purchaser to enter into the Transaction Documents and the completion of the transactions contemplated under them.

Schedule 11

Form of Early Notice Concerning Assets to be Transferred

Early Notice Concerning Assets to be Transferred

To: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)
From: PT. Hutchison CP Telecommunications (the *Vendor*)
Date: [Date]
Tower Sites: Those Tower Sites identified in the attached Schedule (the *Tower Sites*)

Pursuant to clause [4.4/4.5] of the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*), the Vendor notifies the Purchaser that the Tower Sites and all Assets relevant to those Tower Sites are likely to constitute [Tranche 1 Assets/Subsequent Tranche Assets] intended for Completion on a date to be advised by the Vendor pursuant to a Completion Notice.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

SCHEDULE

[Identity and location of Tower Sites]

Schedule 12

Form of Completion Notice

Completion Notice

To: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)
From: PT. Hutchison CP Telecommunications (the *Vendor*)
Date of Notice: [Date]
Completion Date: [Date] (the *Completion Date*)
Tower Sites: Those Tower Sites identified in the attached Schedule (the *Tower Sites*)

Pursuant to clause 4.6 of the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*) and further to the Early Notice Concerning Assets to be Transferred dated [*] served by the Vendor, the Vendor notifies the Purchaser that the [Tranche 1 Assets/Subsequent Tranche Assets] relevant to the Tower Sites are due for Completion in accordance with the terms and conditions of the Agreement on the Completion Date specified above.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

SCHEDULE

[Identity and location of Tower Sites]

Schedule 13

Form of Casualty Tower Site Notice

Part A – Exclusion of Casualty Tower Site

Casualty Tower Site Notice

To: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)

From: PT. Hutchison CP Telecommunications (the *Vendor*)

Date: [Date] (the *Withdrawal Date*)

Tower Site: [Identity and location of Tower Site] (the *Tower Site*)

Pursuant to clause 4.8 of the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*) [and further to the Early Notice Concerning Assets to be Transferred dated [*] served by the Vendor], the Vendor notifies the Purchaser that the Tower Site is declared a Casualty Tower Site for the following reasons:

[Insert the facts and circumstances in reasonable detail as to why the Tower Site is being declared a Casualty Tower Site]

Based on the above and with effect from the date of this notice, the Vendor notifies the Purchaser that the Tower Site and all Assets relevant to that Tower Site (the *Casualty Tower Site Assets*) are excluded as Assets for all purposes under the Agreement and are Withdrawn Assets, subject to the Purchaser's rights under clause 4.8(c).

In accordance with clause 4.7(c) of the Agreement, from the Withdrawal Date, the Purchaser's permission to market the Casualty Tower Site Assets as provided for in clause 2.4 of the Agreement is terminated.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

Part B – Postponement Of Completion Of Casualty Tower Site

Casualty Tower Site Notice

To: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)

From: PT. Hutchison CP Telecommunications (the *Vendor*)

Date: [Date] (the *Postponement Date*)

Tower Site: [Identity and location of Tower Site] (the *Tower Site*)

Pursuant to clause 4.8 of the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*) [and further to the Early Notice Concerning Assets to be Transferred dated [*] served by the Vendor], the Vendor notifies the Purchaser that the Tower Site is declared a Casualty Tower Site for the following reasons:

[Insert the facts and circumstances in reasonable detail as to why the Tower Site is being declared a Casualty Tower Site]

Based on the above and with effect from the date of this notice, Completion in respect of the Tower Site and all Assets relevant to that Tower Site (the *Casualty Tower Site*) will not occur until the Casualty Tower Site has been repaired or reinstated to the condition that it was in immediately prior to the casualty occurring.

Promptly after the Casualty Tower Site has been repaired or reinstated to the condition that it was in immediately prior to the casualty occurring:

- the Vendor must advise the Purchaser of that repair or reinstatement; and
- at any time after that repair or reinstatement, the Vendor may serve a Completion Notice in respect of the Casualty Tower Site.

Notwithstanding service of this notice to postpone Completion in respect of the Casualty Tower Site, at any time before the Casualty Tower Site has been repaired or reinstated to the condition that it was in immediately prior to the casualty occurring, the Vendor may serve a further notice (substantially in the form set out in Part A of Schedule 13 of the Agreement) to exclude the Casualty Tower Site as an Asset for all purposes of the Agreement.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT. Hutchison CP Telecommunications

Schedule 14

Form of Acceptance of Asset Notice

Acceptance of Asset Notice

To: PT. Hutchison CP Telecommunications (the *Vendor*)
From: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)
Completion Date: [Date] (the *Completion Date*)
Tower Sites: Those Tower Sites identified in the attached Schedule (the *Tower Sites*)

Further to the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*), the Purchaser acknowledges receipt of possession and control of the Tower Sites and all Assets relevant to those Tower Sites on the Completion Date specified above.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of [Purchaser]

SCHEDULE

[Identity and location of Tower Sites]

Schedule 15

Obtaining of Lessor Acknowledgements and Lessor Consents

The parties agree as set out below with respect to the Purchaser's assistance to the Vendor in obtaining the Lessor Acknowledgements and the Lessor Consents.

1. Purchaser to assist

- (a) The Purchaser agrees to use best endeavours and to assist the Vendor in obtaining the Lessor Acknowledgements and the Lessor Consents in a timely manner in accordance with this Agreement.
- (b) The Purchaser has the resources in Indonesia to assist the Vendor in obtaining the Lessor Acknowledgements and the Lessor Consents.
- (c) It is in the Purchaser's interest to develop a relationship with the Lessors as the Purchaser will be responsible to the Lessors under the Leases following Completion.
- (d) The Purchaser undertakes not to discuss with any Lessor (or representative of the Lessor) any co-location issues in relation to the Tower Site until such time as the Lessor has provided the relevant Lessor Acknowledgement or Lessor Consent.

2. Involvement of Network Provider

- (a) Promptly after the date of this Agreement, the Vendor and the Purchaser will develop with the Network Provider a procurement plan in order to, among other things:
 - (i) determine a suitable approach for contacting the Lessors;
 - (ii) maximise utilisation of the resources of the Purchaser and the Network Provider; and
 - (iii) obtain the Lessor Acknowledgements and the Lessor Consents as soon as possible.
- (b) The Purchaser agrees to cooperate with the Vendor and the Network Provider in order to assist the Vendor in obtaining the Lessor Acknowledgements and the Lessor Consents and agrees to work co-operatively and efficiently with the Network Provider.
- (c) The Vendor shall keep the Purchaser informed in respect of its progress in obtaining any Lessor Consents or Lessor Acknowledgements on a monthly basis.

3. Procedure for Purchaser's assistance; Vendor's assistance

- (a) The Purchaser must not make first contact with or approach any Lessor without the prior approval of the Vendor.

- (b) The Vendor will:
 - (i) provide to the Purchaser as soon as reasonably practicable (and the Purchaser will not be required to obtain any Lessor Acknowledgement or Lessor Consent until the Vendor has provided):
 - (A) a copy of the Lease in respect of a Tower Site; and
 - (B) the plans and specifications for a Tower Site, (the *Preliminary Information*); and
 - (ii) provide on request by the Purchaser a reasonable number of Vendor employees (not being more than 8) to assist the Purchaser by attending Sites in order to confirm to a Lessor (on behalf of the Vendor) the request for consent or acknowledgment submitted to them.
- (c) The Purchaser acknowledges that the Preliminary Information will be provided by the Vendor in batches of Tower Sites.
- (d) Following receipt of the Preliminary Information in respect of a Tower Site, the Purchaser agrees to provide all reasonable assistance and support to the Vendor, and the Vendor must diligently and expeditiously use best endeavours to procure the Lessor Acknowledgement or the Lessor Consent (as the case may be) for that Tower Site.
- (e) In assisting the Vendor to obtain the Lessor Acknowledgements and the Lessor Consents, the Purchaser will, to the extent possible, appoint at least one person in each of the following Indonesian regions in order to procure the Lessor Acknowledgements and the Lessor Consents:
 - (i) Western Java;
 - (ii) Central Java;
 - (iii) Eastern Java;
 - (iv) Jabodetabek;
 - (v) Bali and Lombok;
 - (vi) Northern Sumatra; and
 - (vii) Southern Sumatra.

4. Form of Lessor Acknowledgement or Lessor Consent

- (a) If the Purchaser has agreed to assist the Vendor with respect to a particular Tower Site, the Vendor will prepare the form of Lessor Acknowledgement or Lessor Consent (as the case may be) in order for the Purchaser to have it executed by the Lessor.
- (b) The Purchaser must not agree to any amendment to the form of Lessor Acknowledgement or Lessor Consent issued by the Vendor without the Vendor's prior written notice.
- (c) Following execution of the Lessor Acknowledgement or Lessor Consent (as the case may be) by the Lessor, the Purchaser must promptly provide the original to the Vendor to hold pending Completion of that Tower Site.

- (d) The Purchaser acknowledges that, notwithstanding execution of a Lessor Acknowledgement or Lessor Consent, Assignment of a Tower Site Lease will only take effect on Completion of the relevant Tower Site in accordance with this Agreement.

5. Payment of fee to Purchaser; sharing of costs

- (a) The Vendor agrees to pay to the Purchaser an amount up to \$[***] per Tower Site where the Purchaser obtains the Lessor Acknowledgement or the Lessor Consent (as applicable) and provides an invoice to the Vendor.
- (b) The Vendor may, at its option and on giving written notice to the Purchaser following receipt of the Purchaser's invoice, offset any amount payable to the Purchaser under this clause against any part of the Purchase Price which the Purchaser is due to pay on the next Completion Date.
- (c) Pre-agreed manpower costs to obtain Lessor Consents and Lessor Acknowledgments will be shared equally by the Purchaser and Vendor.

Schedule 16

Form of Site Transfer Agreement

[Form of document to be agreed by the parties, acting reasonably.]

Schedule 17

Form of Material Authorisations Notice

Material Authorisations Notice

To: PT. Hutchison CP Telecommunications (the *Vendor*)

From: PT Profesional Telekomunikasi Indonesia (the *Purchaser*)

Date of Notice: [Date]

Tower Sites: Those Tower Sites identified in the attached Schedule (the *Tower Sites*)

Pursuant to clause 4.10 of the Tower Transfer Agreement between the Vendor and the Purchaser dated [*] (the *Agreement*), the Purchaser notifies the Vendor that, in addition to any Material Authorisations provided by the Vendor to the Purchaser as a Critical Asset Transfer Document, the following Authorisations are also Material Authorisations for the relevant Tower Sites:

| <u>Tower Site</u> | <u>Material Authorisation</u> |
|-------------------|-------------------------------|
| [to be completed] | [to be completed] |

This position is confirmed by [*Qualified Indonesian Legal Counsellor*] as set out in the attached legal opinion.

Capitalised terms used in this notice and not otherwise defined shall have the meaning set out in the Agreement.

Dated: _____

Signed: _____

Name: _____

for and on behalf of PT Profesional Telekomunikasi Indonesia

Attach – Legal opinion of [*Qualified Indonesian Legal Counsellor*]

Schedule 18

Public Announcement

[Form of public announcement to be agreed by the parties.]

Executed in Jakarta

**Executed by PT. Hutchison CP
Telecommunications:**

/s/ Rajiv Sawhney
Director Signature

Rajiv Sawhney
Print Name

**Executed by PT Profesional
Telekomunikasi Indonesia:**

/s/ Adam Gifari
Director Signature

Adam Gifari
Print Name:

/s/ Antony Sault
Witness Signature

Antony Sault
Print Name

/s/ Steven J. Mudder
Witness Signature

Steven J. Mudder
Print Name:

Annexure A

Disclosure Material

1. Data Room Material

1.1 Data Room Index

The Data Room Index dated 19 December 2007.

1.2 Data Room Documents

The information both in hard copy and soft copy (contained in the 10 computers) which was disclosed in the Data Room from the period 27 December 2007 to 25 January 2008, as evidenced by the copies delivered to the Purchaser in the CDs, external hard disks or folders containing the Disclosure Material referenced in clause 2 below.

1.3 Questions & Answers

The Questions and Answers between bidders and the Vendor dated 10 February 2008, as evidenced by the copies delivered to the Purchaser in the CDs, external hard disks or folders containing the Disclosure Material referenced in clause 2 below.

1.4 Correspondence

The correspondence (including emails) between the Vendor and the Purchaser between the period 26 December 2007 to 10 March 2008, as evidenced by the copies delivered to the Purchaser in the CDs, external hard disks or folders containing the Disclosure Material referenced in clause 2 below.

2. Acknowledgement

Copies of the Disclosure Material are contained on CD, external hard disks or provided by hard copy in a folder. Each CD, external hard disk or folder containing the Disclosure Material has been signed by an authorised representative of each party for the purposes of identification and delivered to the Purchaser on the date of this Agreement.

Annexure B
Master Lease Agreement

[Separately filed with the SEC as Exhibit 4.11]

Exhibit 4.11

CONFIDENTIAL INFORMATION REDACTED

Master Lease Agreement

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Date 18 March, 2008

Parties

1. **PT. Profesional Telekomunikasi Indonesia**, a company duly incorporated under the laws of Indonesia of Artha Graha Building, 16th Floor, J1. Jend. Sudirman Kav. 52-53, Jakarta 12190, Indonesia (***TowerCo***).
2. **PT. Hutchison CP Telecommunications**, a company duly incorporated under the laws of Indonesia of Menara Mulia, 10th Floor, J1. Jend. Gatot Subroto Kav. 9-11, Jakarta Selatan 12930, Indonesia (the ***Operator***).

Recitals

- A TowerCo has agreed to purchase the Facilities and to take an assignment, novation or transfer of the Operator's right title and interest in the Head Leases at the Sites from the Operator on the terms set out in the Tower Transfer Agreement.
- B The Operator owns, installs and operates telecommunications networks and provides wireless telecommunications services in Indonesia (the ***Operator's Business***).
- C The parties have agreed to enter into this Agreement which sets out the terms and conditions under which:
- (a) TowerCo grants the Operator access to the Sites and Facilities to exercise certain co-location rights;
 - (b) the Operator may occupy and use capacity at the Sites and Facilities; and
 - (c) TowerCo will provide certain services to the Operator at the Sites, to support the Operator's Business.

It is agreed as follows.

1. Definitions and Interpretation

Capitalised terms used in this Agreement and not otherwise defined shall have the respective meanings set out in Schedule 5 (*Definitions and Interpretation*). The interpretation provisions set out in Schedule 5 (*Definitions and Interpretation*) apply to this Agreement.

2. Term of Agreement and Site Licences

2.1 Agreement

This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with this Agreement, continues until the final expiry date of the longest term of any lease, licence or other right of access, occupation and use that the Operator has in respect of any of the Facilities at the Sites the subject of a Site Licence (the **Term**).

2.2 Site Licences

- (a) The term of each Site Licence shall be 12 years from the date of execution of the relevant Site Licence, unless terminated earlier in accordance with this Agreement and the relevant Site Licence (the **Initial Term**).
- (b) At the expiry of the Initial Term of any Site Licence the Operator may, at its sole option, by giving at least 6 months' prior notice to TowerCo, either:
 - (i) extend a Site Licence for a subsequent term of 6 years (the **Renewal Site Term**), on the same terms and conditions except that the Lease Fee payable in any Renewal Site Term will equal 90% of the Lease Fee that was payable as at the date of expiry of the Initial Term of that Site Licence; or
 - (ii) exercise the Bargain Purchase Option in accordance with paragraph 1 of Schedule 4 (**Bargain Purchase Option**), in which case the parties must take all steps necessary to give effect to the Bargain Purchase Option upon expiry of the term of the relevant Site Licence.

3. Reserved Capacity and Additional Capacity

3.1 Reserved Capacity

- (a) TowerCo grants to the Operator an exclusive right to use the Reserved Capacity identified in the relevant Site Licences on the terms and conditions set out in this Agreement and the relevant Site Licences.
- (b) TowerCo may agree to a third party installing or readjusting its Equipment on or in that part of a Facility not located within the Reserved Capacity (and any agreed Additional Capacity) identified in the relevant Site Licence provided that the third party's access and use of the Facility and the relevant Site does not derogate from the Operator's interest and rights under this Agreement and the relevant Site Licence.

3.2 Additional Capacity

- (a) From time to time the Operator may require capacity at a Facility and/or at a Site which is in addition to the Reserved Capacity (individually or collectively the **Additional Capacity**). If the Operator wishes to use Additional Capacity, then the Operator will submit to TowerCo an application in the form set out in Schedule 9 (**Form of Notice for Change to Operator Equipment**). Each application will be considered by TowerCo in accordance with this clause 3.2.

- (b) Subject to clauses 3.2(c) and (d), TowerCo must use its best efforts to make available to the Operator the Additional Capacity within 15 Working Days of receipt of a request from the Operator, on the same terms and conditions as the Reserved Capacity is made available under this Agreement and the Site Licences. If required, this 15 Working Days period may be extended with the agreement of the parties, acting reasonably. The Lease Fee payable in respect of any Additional Capacity shall be payable:
- (i) in advance for the remainder of the then applicable Lease Fee period of the relevant Site Licence; and
 - (ii) thereafter annually in advance,
- to be calculated as follows:
- (iii) for Operator Equipment installed on Facilities at a Site in excess of the Reserved Capacity: an amount equal to the square meters of antenna/microwave dish surface area x USD[***] per square meter per month x installation height (in meters) of the antenna or microwave centerline (exclusive of value added tax); and
 - (iv) for Operator Equipment installed on the ground at a Site in excess of the Reserved Capacity: an amount equal to the square meters of the ground surface area x USD[***] per square meter per month (exclusive of value added tax).
- (c) If the requested Additional Capacity is not available on the existing Facilities and/or Sites due to the technical limits of the relevant Facility and/or Site, and if the Operator requests, then the parties will enter into good faith negotiations to agree upon any Make Ready Work, including necessary upgrades, which may include strengthening the relevant Facility or acquiring a lease over additional land, to the extent possible. TowerCo agrees to bear the costs of undertaking any Make Ready Work, such upgrades or obtaining additional land.
- (d) If after 3 months of receipt of a request from the Operator, and despite TowerCo's compliance with clauses 3.2(b) and (c), TowerCo remains unable to procure the requested Additional Capacity for the Operator, and provides to the Operator on request sufficient evidence that it is unable to procure such Additional Capacity, then either party may give notice to the other terminating TowerCo's obligations to procure the requested Additional Capacity. Nothing in this clause 3.2(d) restricts the Operator's right to request Additional Capacity at any other Facility and/ or Site.
- (e) If the Operator installs any Operator Equipment outside of the Reserved Capacity then identified in the Site Licence at a Site (**Unauthorized Equipment**) without notifying TowerCo of such installation, TowerCo may by written notice direct the Operator to remove the Unauthorized Equipment. If the Operator installs Unauthorized Equipment on more than [***]% of the Sites or if the Operator fails to remove Unauthorized Equipment within five (5) Working Days of receipt of a notice from TowerCo directing removal, the Operator shall be deemed to have entered into a twelve (12) year lease for the Unauthorized Equipment at such Site commencing from the Completion Date of the Site (with all past due Lease Fee amounts to be payable within 20 Working Days of receipt of an invoice evidencing such amounts), and the Operator shall during the term of such lease pay [***]% of the Lease Fee applicable to the Additional Capacity attributable to the

Unauthorized Equipment for the term of such lease. The Operator shall also pay immediately and upon demand all costs and expenses incurred by TowerCo in connection with the audit that revealed Lessee's Unauthorized Equipment.

4. Site Licences

4.1 Site Licences

On the Completion Date for a Site, the parties must execute a Site Licence in relation to that Site.

4.2 Deemed Site Licences

If no Site Licence is executed by the parties in respect of a Site on the relevant Completion Date, then a Site Licence in the form attached as Annexure A to this Agreement will be deemed to apply as if it had been executed by the parties on the relevant Completion Date and the Lease Fee shall be payable in accordance with clause 7.1 as if the deemed Site Licence had been fully executed.

4.3 Future Facilities & Future Sites

If the Operator wishes to access and install Operator Equipment on any Future Facilities on any Future Sites in accordance with the Put and Call Option and/or the Build to Suit Agreement (as the case may be), then the parties must enter into a Site Licence in relation to the Operator's use of that Future Site. For the purposes of any Site Licence and this Agreement, the space to be available to the Operator on the Future Site will be deemed to be the Reserved Capacity, the Future Site will be deemed to be a Site and the Future Facilities will be deemed to be Facilities.

5. Access and Use of Facilities and Sites

- (a) Upon execution of a Site Licence, the Operator and its Personnel have the exclusive right to access, install, operate, maintain, repair, modify, replace, upgrade and remove the Operator Equipment within the Reserved Capacity and any agreed Additional Capacity at the relevant Site, subject to the terms and conditions of this Agreement and the relevant Site Licence.
- (b) The Site and the Facilities may be used by the Operator only to install, operate, maintain, repair, modify, replace, upgrade and remove the Operator Equipment within the Reserved Capacity and any agreed Additional Capacity for the sole purpose of a telecommunications facility and uses incidental thereto in connection with the Operator's Business.
- (c) The Operator Equipment shall be and remain the property of the Operator or any member of its Group (as the case may be) notwithstanding that any part or parts thereof may be or become affixed to a Facility or Site. TowerCo acknowledges the rights of the Operator Lenders as set out in clause 26.
- (d) The Operator may upgrade, add, modify, reposition, adjust or remove Operator Equipment within the Reserved Capacity and any agreed Additional Capacity at the Sites at any time during the term (including any Renewal Site Term) of the applicable Site Licences. These activities will be at no additional rental cost to the Operator beyond the relevant Lease

Fee payable, including any Lease Fee for any Additional Capacity. If required, TowerCo must undertake Make Ready Work, including structurally enhancing the Site to accommodate the Operator's proposed upgrading, addition, modification, repositioning, adjustment or removal of Operator Equipment, as set out in clause 6. TowerCo acknowledges and agrees that the Operator may upgrade and add Operator Equipment within the Reserved Capacity and any agreed Additional Capacity subject to this clause that includes new and/or additional:

- (i) antennas and related equipment, including GSM and 3G antennas and dual band antennas for 2G/3G, which shall be located at the same height as the existing three meter vertical space identified in the Site Licence;
 - (ii) Expansion Cabinets for the BTS;
 - (iii) microwave antennas and related equipment, provided that the average number of such antennas is not above 2.5 antennas per Site on average;
 - (iv) backup power equipment (e.g. diesel generator, solar panels, batteries); and
 - (v) additional shelters for transmission Point of Presence (PoP), for example fibre connections, provided that ground space is available and that these are installed at no more than [***] Sites that have been identified by the Operator and notified to TowerCo within 6 months of the Commencement Date (subject to a permitted variation of up to 10% of those [***] Sites after such date).
- (e) TowerCo acknowledges that the Operator has direct access to an electricity supply at most Sites from *Persusahaan Listrik Negara (PLN)* or other electricity utilities. TowerCo must not do anything to disrupt the electricity supply under those arrangements or otherwise hinder the relationship between the Operator and PLN and/or other utilities. The Operator is responsible for the costs of electricity used in its operations at the Sites at the rate charged by the PLN or other servicing utility company.
- (f) If the Operator is not able to obtain direct access to a sufficient electricity supply at any Site, 24 hours a day, 7 days a week, then TowerCo must, if the Operator requests, provide or procure for the Operator access to a sufficient electricity supply at the Site having the power and other technical specifications reasonably required by the Operator. If there is insufficient electricity supply at a Site, TowerCo must, if the Operator requests, make available the electricity supply from TowerCo's available generators at the Site. The Operator agrees to pay for the costs of electricity and generators to the extent that these are used in its operations at the Sites, in the case of electricity at the rate charged by the PLN or other servicing utility company.
- (g) Provided there is available ground space, the Operator may install one emergency gasoline, butane, diesel or other fuel-powered generator at a Site, at the Operator's sole cost and expense. The Operator covenants that any installation, maintenance and use of such generator shall be in compliance with any applicable Laws enacted or promulgated by any governmental authority or court having jurisdiction over the relevant Site. The Operator is solely responsible for, and shall pay for, all costs associated with the generator. This installation shall be at no additional rental cost to the Operator beyond the Lease Fee.

- (h) The Operator shall provide to TowerCo within one month of the Commencement Date, and from time to time to reflect any changes to the list, a list of those of the Operator's Personnel that are authorised by the Operator to enter the Sites.
- (i) The Operator and its Personnel may, subject to the SLA, the Site Access Rules and the terms of the relevant Site Licence, enter onto and use the access on or across any Site 24 hours a day, 7 days a week, at no charge, to obtain entry into the Site for the purpose of exercising the Operator's rights to access, install, operate, maintain, repair, modify, replace, upgrade or remove the Operator Equipment at the Site.
- (j) In order to provide access on or across any Site to the Operator and its Personnel in accordance with this Agreement, TowerCo must ensure that it has and maintains during the Term, at no cost to the Operator, all necessary permits, authorisations, easements or rights to enter, pass over or use the Sites, other parts of a building or land in which a Site is located or any access way or road, to enable pedestrian and vehicular access at all times from the public highway to and from the Site, in each case at least as extensive as such permits, authorisations, easements or rights transferred to TowerCo under the Tower Transfer Agreement. Where such transferred permits, authorisations, easements or rights are not adequate to allow reasonable access to the Operator, TowerCo shall use its best efforts to secure improved permits, authorisations, easements or rights.
- (k) Except in emergency situations, prior to upgrading, installing or removing any Operator Equipment within the Reserved Capacity or any agreed Additional Capacity at a Site (the **Proposed Works**), the Operator must submit to TowerCo a notification of the Proposed Works in the form of Schedule 9 (*Form of Notice for Change to Operator Equipment*), at least five (5) Working Days prior to undertaking the Proposed Works. In emergency situations, the Operator must submit a notification of the actual work undertaken in the form of Schedule 9 (*Form of Notice for Change to Operator Equipment*) as soon as practicable after the event. Unless TowerCo notifies the Operator otherwise within five (5) Working Days, the notified form will be deemed to be a variation of the relevant Site Licences from the date of the notice.
- (l) If, in the reasonable opinion of either party, any Make Ready Work is required at a Site before the Operator is able to undertake any Proposed Works, then clauses 6.1 and/or 6.2 will apply. Except in emergency situations, the Operator must not undertake any Proposed Works until all necessary Make Ready Work has been completed.
- (m) Except in emergency situations, if the Operator installs any Operator Equipment within the Reserved Capacity at a Site that has not been listed in a Site Licence or amendment (deemed or otherwise) to a Site Licence, the Operator agrees to pay to TowerCo, on demand, USD[***] for each item of such Operator Equipment.
- (n) The Operator shall be obligated to remove the Operator Equipment from a Site no later than 20 Working Days after the expiration date or earlier termination of the relevant Site Licence. The Operator shall restore the Facilities to as good a condition as initially received by the Operator (with the exception of normal wear and tear) and the Operator shall be solely responsible for all costs and expenses associated with the removal of the Operator Equipment, including the repair of any damage to the Facilities or Site caused by such removal. If the Operator fails to remove the Operator Equipment from a Site within 20 Working Days after the expiration date or earlier termination of the relevant Site Licence, TowerCo may, at its option and provided that it has given the Operator at least two (2) Working Days prior written notice, do any one of the following:
 - (i) cause the Operator Equipment at the Site to be removed by authorised TowerCo Personnel and securely stored at the expense of the Operator; or

- (ii) require the Operator to pay to TowerCo holdover lease fees equal to [***] percent ([***]%) of the then effective Lease Fee from the expiration date or earlier termination of the relevant Site Licence to the date the Operator Equipment is removed from the Site by the Operator.
- (o) TowerCo must use best efforts to ensure that during the Term all Head Leases contain provisions that are consistent with this clause 5.

6. Services to be provided by TowerCo

6.1 Make Ready Work

- (a) TowerCo must perform or procure the performance of all necessary Make Ready Work at a Site subject to:
 - (i) applicable Industry Standards in Indonesia; and
 - (ii) the terms and conditions of this Agreement and any relevant Site Licence, within [***] calendar days or as otherwise agreed by the parties acting reasonably of receipt of a request from the Operator or of a notice of Proposed Work if, in the opinion of TowerCo, a Site has become structurally inadequate to accommodate the Operator's proposed installation, modification or relocation of Operator Equipment within the Reserved Capacity and any agreed Additional Capacity at the Site. TowerCo must act reasonably to perform or procure any Make Ready Works as quickly as possible.
- (b) If TowerCo fails to perform or procure the performance of all necessary Make Ready Work at a Site in accordance with paragraph (a), then the Operator may notify TowerCo in writing of such failure. If TowerCo has not responded to such notice and completed any required Make Ready Work within 10 Working Days of receipt of the Operator's notice then, in addition to any remedies available to the Operator under this Agreement or a Site Licence, the Operator shall be entitled to undertake the Make Ready Work. The costs of the Operator undertaking any Make Ready Work will be attributed in accordance with clause 6.2 or as otherwise originally agreed.

6.2 Access to Reserved Capacity

- (a) If the Operator wishes to install Operator Equipment within the Reserved Capacity at the Site, then TowerCo must use best efforts to enable the Operator to install its required additional Operator Equipment within the Reserved Capacity at the Site. Best efforts in this paragraph (a) includes undertaking all Make Ready Work, including upgrading/strengthening of the Facilities at the relevant Site and/or the acquisition of additional land.

- (b) If TowerCo is unable, despite using best efforts, to enable the Operator to install its required additional Operator Equipment within the Reserved Capacity at such Site, then the Operator shall have the right to step in and undertake any Make Ready Work, including upgrading/strengthening of the Facility at the Site and/or negotiate directly with any Head Lessor or other relevant third party to acquire additional land in order to install its required additional Operator Equipment.
- (c) If, despite the parties best efforts in relation to the activities set out in paragraphs (a) and (b), the Operator remains unable to install its required additional Operator Equipment at the Site, then TowerCo must promptly provide sufficient space for the required additional Operator Equipment on another Site requested by the Operator. If required, TowerCo must undertake all Make Ready Work, including necessary upgrading/strengthening of the facilities at that site and/or the acquisition of additional land.
- (d) TowerCo must, at the Operator's request, provide the Operator with sufficient evidence that it cannot enable the Operator to install its required Operator Equipment within the Reserved Capacity at any Site chosen by the Operator.
- (e) Any costs and expenses incurred in connection with the activities set out in clause 6.1 and paragraphs (a), (b) and (c) above will be attributable to a party as follows:
 - (i) if the Operator's request for access to the Reserved Capacity is in excess of the Original Structural Capacity and the Operator Equipment is the only Equipment on the Tower, then the Operator will be liable for the cost of any Make Ready Work and if TowerCo has incurred such costs then the Operator will reimburse TowerCo for its reasonable costs within 20 Working Days of receipt of an invoice evidencing such costs;
 - (ii) if the Operator's request for access to the Reserved Capacity is within the Original Structural Capacity of that Tower, then TowerCo will be liable for the cost of any Make Ready Work and if the Operator has incurred such costs then TowerCo will reimburse the Operator for its reasonable costs within 20 Working Days of receipt of an invoice evidencing such costs; and
 - (iii) if:
 - (A) the Operator's request for access to the Reserved Capacity is in excess of the Original Structural Capacity of that Tower; and
 - (B) a third party's Equipment has been co located on that Tower,then TowerCo will be liable for the cost of any Make Ready Work that is necessary based on the proportion of the additional capacity, in excess of the Original Structural Capacity, used by the third party's Equipment. The Operator is liable for the cost of the Make Ready Work based on the proportion of the additional capacity, in excess of the Original Structural Capacity, used by the Operator Equipment. If either party has incurred any costs in addition to those for which it is liable then the other party will reimburse it for its reasonable costs within 20 Working Days of receipt of an invoice evidencing such costs.
- (f) For the avoidance of doubt, the Operator's use of any Reserved Capacity in accordance with this clause 6.2 will not incur any liability for rental fees in addition to the Lease Fee.

6.3 Other services

- (a) On and from the execution of a Site Licence, TowerCo shall make available to the Operator the applicable Sites to enable the Operator to access and use the Sites as envisaged under this Agreement. TowerCo shall ensure that each of the Sites is supplied, among others, with:
- (i) to the extent the same have been transferred to TowerCo under the Tower Transfer Agreement (and if not then TowerCo must use best efforts to obtain and provide to the Operator), fit, safe and available access to the Sites and the Operator Equipment;
 - (ii) to the extent in existence when the relevant Site was transferred to TowerCo under the Tower Transfer Agreement (and if not then TowerCo must use best efforts to obtain and provide to the Operator), safety and security conditions consistent with Industry Standards in Indonesia to preserve the Operator Equipment from theft, damage or vandalism;
 - (iii) to the extent the same have been transferred to TowerCo under the Tower Transfer Agreement (and if not then TowerCo must use best efforts to obtain and provide to the Operator), all legal, contractual and regulatory rights in connection with the Facilities and the Sites consistent with Industry Standards in Indonesia to enable the Operator to exercise its rights and enjoy the benefits granted to it under this Agreement and the Site Licences; and
 - (iv) to the extent the same have been transferred to TowerCo under the Tower Transfer Agreement (and if not then TowerCo must use best efforts to obtain and provide to the Operator), other support systems for the correct and constant management, accessibility, operation, maintenance and servicing of the Sites in accordance with the terms and conditions of this Agreement, Industry Standards in Indonesia and applicable Laws.

6.4 Electricity at a Site

Except to the extent that the Operator holds any utility contracts in its name at a Site, TowerCo shall ensure that all utility contracts at the Sites supporting the Operator Equipment are in the name of TowerCo. The parties will cooperate in transferring any utility contracts in TowerCo's name to the Operator.

6.5 Compliance with SLA, Site Access Rules and operations plan

- (a) TowerCo shall comply with its obligations under the SLA and the Site Access Rules.
- (b) For the purposes of this Agreement, the *Site Access Rules* are those rules and regulations concerning access to, and activities at, the Sites that will apply universally to any person accessing the Sites (including the Operator), to be issued by TowerCo and agreed by the Operator, both acting reasonably, within 1 month of the Commencement Date and thereafter as varied from time to time.
- (c) TowerCo undertakes that it will implement any operations plan submitted to the Operator as part of TowerCo's Bid (as that term is defined in the Tower Transfer Agreement) to the extent that such plan does not derogate from TowerCo's obligations under this Agreement.

7. Payment

7.1 Lease Fee

- (a) In consideration of TowerCo's entry into the Site Licences in accordance with this Agreement, the Operator will pay to TowerCo the Lease Fee annually in advance during the Term. In respect of each Site, the Operator shall pay to TowerCo on the relevant Completion Date the Lease Fee on a pro rata basis for the period from the relevant Completion Date to 31 December 2009. Thereafter, the Lease Fee shall be payable on:
- (i) 1 January 2010 on a pro rata basis for the 3 month period from 1 January 2010 to 31 March 2010; and
 - (ii) 1 April 2010 and then on 1 April of each year thereafter during the Term (with a pro rata reduction, if necessary, in the final year of the Term).
- (b) The Lease Fee payable in each year of the Term for the Reserved Capacity will be an amount equal to:
- the Capitalised Monthly Lease Fee x (the number of Site Licences executed by the Operator which are in force in respect of the Sites as at the start of the relevant year) x 12*
- with the **Capitalised Monthly Lease Fee** being USD[***] per month adjusted for inflation in accordance with clause 7.1(c).
- (c) The Capitalised Monthly Lease Fee includes operating costs of an amount equal to USD[***] per month as adjusted for inflation in accordance with this clause 7.1(c) (the **Operating Costs**). On 1 April of each year during the Term (beginning on 1 April 2010), the Capitalised Monthly Lease Fee shall be adjusted by [***]. The Indonesian rate of inflation shall be calculated in accordance with the increase in the Indonesian Consumer Price Index published by the Badan Pusat Statistik (or any successor body) over the prior year (measured from December to December).
- (d) The Lease Fee payable in any year of the Term will be payable in USD.
- (e) The Lease Fee payable:
- (i) on 1 April 2010 will be reduced if paragraph 1.5 of Schedule 3 (*Service Level Agreement*) applied in the preceding periods of the Term; and
 - (ii) thereafter in any year of the Term will be reduced if paragraph 1.5 of Schedule 3 (*Service Level Agreement*) applied in the immediately preceding year of the Term.
- (f) The Lease Fee is exclusive of value added tax but inclusive of all sales tax, withholding tax and other taxes, levies and charges which may be payable as at the Commencement Date and at any time during the Term. The Operator will deduct withholding tax from the Lease Fee if required by Law.

- (g) For the avoidance of doubt, the Lease Fee will not be reduced if the Operator has not utilized its entire Reserved Capacity at a Site.

7.2 Other Fees

- (a) In addition to the Lease Fees, the Operator will pay or reimburse to TowerCo any other costs incurred by TowerCo which the Operator has, by prior written notice or under this clause 7.2, agreed to pay, monthly in arrears after receipt of an invoice evidencing such costs, including:
 - (i) pass through electricity costs (including Overblust) to the extent that these relate to the Operator;
 - (ii) all costs for backup and permanent generators to the extent that these relate to the Operator;
 - (iii) any official Indonesian government duties, levies and charges, to the extent such duties, levies and charges are assessed as a result of and relate solely to, the Operator Equipment at the Site; and
 - (iv) any official Indonesian government permits, duties, levies and charges required by Law, to the extent that:
 - (A) these are assessed on the Facilities at a Site occupied by the Operator under a Site Licence;
 - (B) these are new or renewal permits, duties, levies and charges for the Sites (and in the case of renewal permits, only in relation to any increase in cost over the original cost of the permit); and
 - (C) the Operator pays a pro rata share of costs, with costs to be shared equally among TowerCo and each of the tenants at the relevant Site.
- (b) Except as set out expressly in this Agreement, TowerCo is responsible for all costs and expenses incurred at a Site or relating to the Facilities from time to time, including any costs and expenses in connection with the Head Leases (and renewal thereof), the Required Consents, any taxes, duties, levies and charges associated with the Sites and/or the Facilities that may be payable as at the Commencement Date and at any time during the Term.

7.3 Invoicing

- (a) TowerCo will provide an invoice and a tax invoice for the Lease Fees, in an agreed form and containing the information set out in an agreed form of invoice approved by the Joint Operations Committee, to the Operator prior to 20 Working Days before the due dates set forth in clause 7.1(a). Lease Fees invoiced in accordance with this paragraph (a) will be due and payable on or before the due dates set forth in clause 7.1(a).
- (b) In the event of late payment of the Lease Fee or pass through costs or reimbursed expenses due under any Site Licence, except in the case of an Invoice Error, the Operator shall pay interest on any unpaid portion of such amounts commencing on the date payment was due under or in accordance with this Agreement until payment in full at a rate of [***]% per annum, without prejudice to any other rights or remedies available to TowerCo under this Agreement or any applicable Laws.

7.4 Invoice Disputes

- (a) Except as expressly provided in this Agreement, if the Operator:
- (i) genuinely believes there is an error in a calculation of the amount of an invoice (an **Invoice Error**) which has resulted in TowerCo overcharging the Operator on that invoice, including a failure to set off amount that are due and payable to the Operator under this Agreement; and
 - (ii) before 10 Working Days before the due date for payment, gives notice setting out in full details of the invoice, the Invoice Error, the grounds for the Operator's belief that the Invoice Error exists and the amount by which the Operator believes that TowerCo has overcharged it on that invoice by reason of the Invoice Error (the **Disputed Amount**),

then either party may refer the alleged Invoice Error in writing to the Joint Operations Committee, which must attempt to resolve amicably the alleged Invoice Error. If the Joint Operations Committee is unable to resolve the alleged Invoice Error within five (5) Working Days, then TowerCo must issue a credit note for the Disputed Amount within three (3) Working Days before the due date for payment of the disputed invoice. For the avoidance of doubt, issuance of a credit note and non payment of any Disputed Amount prior to the resolution of an Invoice Error in accordance with this clause is not a breach of this Agreement and the issue of a credit note shall not be an admission by TowerCo that an Invoice Error exists.

- (b) Following the giving of any notice under clause 7.4(a)(ii), the parties must use best efforts to settle any claim of Invoice Error. If they do not settle any claim of Invoice Error within 20 Working Days from the date of the notice given under clause 7.4(a)(ii), either party may give notice requiring the matter to be referred to a certified practising accountant or a certified public accountant (the **CPA**) to be finally resolved. Unless otherwise agreed in writing:
- (i) the parties must endeavour to appoint a single CPA by agreement. If, within 5 Working Days of the notice under this clause 7.4(b) being given, the parties are unable to agree on a single CPA, the CPA shall be an independent international accounting firm appointed by the Engagement Partner/Technical Advisor of the Operator's Auditor on the application of either party;
 - (ii) the CPA must adopt a procedure which, in the CPA's opinion, is the most simple and expeditious procedure possible in the circumstances;
 - (iii) the parties will provide the CPA with any information that the CPA reasonably requires;
 - (iv) either party may identify information provided to the CPA as being Confidential Information in which case the CPA shall be deemed to be a Receiving Party for the purposes of clause 15. The CPA will not include Confidential Information in his or her determination without the written consent of the Supplying Party, and will not make it available to any person other than as provided for in clause 15;

- (v) the CPA must use best efforts to make a decision on the claim of an Invoice Error within 30 Working Days of appointment; and
- (vi) the costs of the CPA be paid as follows:
 - (A) if the CPA decides that there is no Invoice Error or, as a result of an Invoice Error the amount of the original invoice is increased after correction, then the Operator will pay the costs of the CPA;
 - (B) if the CPA decides that there is an Invoice Error and the amount of the original invoice is reduced by 5% or less after correction, then the Operator and TowerCo will equally share and pay the costs of the CPA; and
 - (C) if the CPA decides that there is an Invoice Error and the amount of the original invoice is reduced by more than 5% after correction, then TowerCo will pay the costs of the CPA.
- (vii) If it is agreed by the parties or found by the CPA that an Invoice Error exists in the original invoice then, depending on whether the amount properly payable by the Operator on that invoice after correction of that Invoice Error is more than the amount paid (an *underpayment*) or less than the amount paid (an *overpayment*), either the Operator or TowerCo must forthwith pay to the other the amount of the difference between the amount paid and the amount properly payable by the Operator on the invoice after correction of that Invoice Error.
- (c) No later than [***] days after the date of the issue of any invoice, the Operator may give notice disputing any amount in that invoice, regardless of whether or not it has previously given notice of Invoice Error in relation to that invoice or that invoice has been paid. The notice must set out details of the invoice, the disputed amount and the grounds for the Operator's belief together with any supporting evidence available from its records. Delivery of any such notice shall not constitute grounds for termination of this Agreement by TowerCo. The parties must settle the dispute in accordance with clause 7.4(d). To avoid doubt, clauses 7.4(a) to 7.4(b) do not apply to any notice given under this clause 7.4(c), and clauses 7.4(d) and 7.4(e) do not apply to any notice given under clause 7.4(a)(ii).
- (d) The parties must use best efforts to settle promptly any dispute under clause 7.4(c) including making available promptly all relevant data in their possession necessary to assist in such settlement. If they do not settle the dispute by agreement within 40 Working Days after notice was given under clause 7.4(c), either party may give notice referring the matter directly for settlement by arbitration under clause 20 without the need for prior negotiation. The arbitration must commence no earlier than 10 Working Days after the date the notice is given and the terms of the reference must be confined to that claim or dispute.
- (e) If a dispute under clause 7.4(d) is settled in favour of the Operator, TowerCo must forthwith refund the amount agreed or found to have been overpaid. If a dispute under clause 7.4(d) is settled in favour of TowerCo, the Operator must pay all of TowerCo's costs associated with the dispute and arbitration, including any amounts agreed or found to have been underpaid.

7.5 Set off

The Operator may set off any amounts payable by it under this Agreement with any amounts to be paid to it under this Agreement, but only in accordance with the procedures set out in clause 7.4.

8. Head Leases and Facilities

8.1 Head Leases

- (a) TowerCo covenants with the Operator that it must not knowingly do or suffer any act or omission which would:
 - (i) result in a Head Lessor having a right to terminate the Head Lease; or
 - (ii) have an adverse impact on the Operator's rights and interests under this Agreement and any relevant Site Licence.
- (b) TowerCo will promptly provide a copy of each Head Lease, other than those Head Leases transferred by the Operator to TowerCo under the Tower Transfer Agreement, to the Operator, as well as any amendments made to or renewals of any Head Leases during the Term.
- (c) TowerCo must ensure that any amendments made to or renewals of a Head Lease do not derogate from the Operator's interest and rights under this Agreement and the relevant Site Licences, including in relation to the exercise of the Bargain Purchase Option.
- (d) TowerCo must use best efforts to ensure that any amendments made to or renewals of a Head Lease permit TowerCo to assign the Head Lease to any person without Head Lessor consent.

8.2 Extension of Head Leases

- (a) TowerCo must not surrender or otherwise terminate a Head Lease (or any renewal thereof) prior to its expiry by effluxion of time or otherwise without the agreement of the Operator (acting reasonably).
- (b) TowerCo must use best efforts to renew or renegotiate a Head Lease on its expiry by effluxion of time. Best efforts in this clause 8.2(b) means taking all action reasonably necessary, and acting diligently, to renew or renegotiate a Head Lease, but does not require paying money in circumstances that are commercially onerous or unreasonable or agreeing to commercially onerous or unreasonable conditions in the context of doing business in Indonesia. TowerCo must commence efforts to renew or renegotiate a Head Lease at least 6 months prior to its expiry by effluxion of time and keep the Operator informed as to the status of such efforts to renew or renegotiate a Head Lease on a monthly basis. TowerCo must continue to use best efforts to renew or renegotiate the Head Lease up to the expiry of the Head Lease by effluxion of time.

- (c) The Operator may at any time after one month prior to the expiry of a Head Lease, by giving 10 Working Days notice to TowerCo, unless the Operator has at any time up to the date of termination been provided with evidence by TowerCo that an extension of the Head Lease has been agreed, terminate the affected Site Licence or Site Licences, without liability to the Operator, and either:
 - (i) migrate any affected Operator Equipment in accordance with the Principles of Migration, with the costs of such migration to be shared equally by the parties; or
 - (ii) exercise the Bargain Purchase Option in respect of the applicable Site in accordance with paragraph 2 of Schedule 4 (*Bargain Purchase Option*), in which case the parties must take all steps necessary to give effect to the Bargain Purchase Option upon expiry of the relevant notice period.
- (d) TowerCo must provide all assistance reasonably requested by the Operator for the purposes of the Operator exercising its rights under this clause 8.2 and must use best efforts to ensure minimal disruption to the Operator's Business. TowerCo agrees to reimburse the Operator for TowerCo's share of the reasonable costs incurred by the Operator in relation to such migration within 15 Working Days of receiving an invoice evidencing for such costs.

8.3 Structural Life of the Facilities

- (a) TowerCo must maintain the Facilities to ensure that they remain available to the Operator in accordance with this Agreement for their Structural Life and, in any event, not less than the term of the relevant Site Licence, including any Renewal Site Term.
- (b) If TowerCo decides to replace a Facility at the end of its Structural Life, then TowerCo must promptly notify the Operator of this fact. TowerCo must ensure that:
 - (i) any replacement facility is built to the same or improved specifications as the original Facility;
 - (ii) the Operator's rights on any replacement facility will be the same as in respect of the original Facility;
 - (iii) where the Operator Equipment needs to be relocated, then this relocation must be completed by the Operator before any replacement work commences;
 - (iv) during any replacement of Facilities TowerCo must use best efforts to ensure minimal disruption to the Operator's Business; and
 - (v) upon installation of the Operator Equipment on any replacement facility, such facility shall become a "Facility" for the purposes of this Agreement and any relevant Site Licence.
- (c) If requested by the Operator and sufficient space is available, TowerCo must allow the Operator to install a temporary telecommunications facility (including a "cell on wheel") at any affected Site, free of charge, to enable the installation of Operator Equipment until such time that the Operator Equipment can be migrated to a suitable adjacent Site. If sufficient space at a Site is not available then TowerCo must use best efforts to obtain such space for the Operator, at TowerCo's cost.

8.4 Decommissioning of Facilities

- (a) TowerCo must not decommission any Facility on which the Operator has installed Operator Equipment or otherwise has Reserved Capacity and any agreed Additional Capacity unless:
- (i) TowerCo is obliged, under the terms of the Head Lease, to “make good” a Site on expiration of the Head Lease and the Operator has not elected to exercise the Bargain Purchase Option in respect of the Facility under clause 8.2(c)(ii).
 - (ii) TowerCo is obliged to by Law, in which case either party, by giving notice of 20 Working Days, or a lesser period if required by Law, to the other party, may terminate the affected Site Licence or Site Licences without liability to the other party and the Operator may request to migrate any affected Operator Equipment prior to termination in accordance with the Principles of Migration, with the costs of such migration to be shared equally by the parties; or
 - (iii) the whole or any substantial part of any Site is taken by any public authority under the power of eminent domain or other expropriation, nationalisation or compulsory acquisition so as to materially impair the Operator’s use and occupancy, in which case either party, by giving notice of 20 Working Days, or a lesser period if required by Law, to the other party, may terminate the affected Site Licence or Site Licences without liability to the other party and the Operator may request to migrate any affected Operator Equipment prior to termination in accordance with the Principles of Migration, with the costs of such migration to be shared equally by the parties.
- (b) If requested by the Operator and sufficient space is available, TowerCo must allow the Operator to install a temporary telecommunications facility (including a “cell on wheel”) at any affected Site, free of charge, to enable the installation of Operator Equipment until the earlier of:
- (i) such time that the Operator Equipment can be migrated to a suitable adjacent Site; or
 - (ii) [***] days.
- If sufficient space at a Site is not available then TowerCo must use best efforts to obtain such space for the Operator, at the Operator’s cost.
- (c) TowerCo must provide all assistance reasonably requested by the Operator for the purposes of the Operator exercising its rights under this clause 8.4 and must use best efforts to ensure minimal disruption to the Operator’s Business. TowerCo agrees to reimburse the Operator for TowerCo’s share of the reasonable costs incurred by the Operator in relation to such migration within 15 Working Days of receiving an invoice evidencing such costs.

8.5 Replacement and Upgrade of Facilities, Renovation of Sites

- (a) If TowerCo or a third party replaces or upgrades a Facility or renovates a Site on which the Operator Equipment is installed, then TowerCo must ensure that:
- (i) if the Operator’s quiet enjoyment of the Site will be adversely affected then no work is commenced at a Site without the prior written consent of the Operator, such consent not to be unreasonably withheld;

- (ii) where the Operator Equipment needs to be relocated, then this relocation must be completed by the Operator before any work commences;
 - (iii) after completion of any work the Operator Equipment is placed at least as high from the ground as it was on the replaced or upgraded Facility; and
 - (iv) during any upgrade or replacement of Facilities or renovation at a Site TowerCo must use best efforts to ensure minimal disruption to the Operator's Business.
- (b) If requested by the Operator and sufficient space is available, TowerCo must allow the Operator to install a temporary telecommunications facility (including a "cell on wheel") at any affected Site, free of charge, to enable the installation of Operator Equipment until such time as the replacement or upgrade of the Facilities or renovation of a Site has been completed. If sufficient space at a Site is not available then TowerCo must use best efforts to obtain such space for the Operator, at TowerCo's cost.
- (c) Subject to clause 6.2(c), the reasonable costs of complying with this clause 8.5 must be borne by TowerCo, including all reasonable costs of relocating the Operator Equipment. TowerCo agrees to reimburse the Operator for all reasonable costs incurred by the Operator in relation to such relocation within fifteen (15) Working Days of receiving an invoice evidencing such costs.

9. Interference

9.1 Interference with Operator Equipment

- (a) TowerCo must not do anything, or knowingly permit any third party to do anything, which causes interference which obstructs, interrupts or impedes:
- (i) the continuous use or operation of the Operator Equipment installed on or in a Facility; or
 - (ii) the enjoyment by the Operator of its use of the Site in accordance with the terms and conditions of this Agreement and the Site Licences.
- (b) If TowerCo is aware of any interference or potential interference with any of the Operator Equipment, then it must advise the Operator immediately of the nature of the interference and must immediately investigate and remove the interference within the performance timelines for a "Major Event" as set out in the SLA.
- (c) If the Operator advises TowerCo of any interference with any of the Operator Equipment, and provides reasonable evidence of the existence of that interference, TowerCo must immediately investigate and remove the interference within the performance timelines for a "Major Event" as set out in the SLA.
- (d) If the Operator notifies TowerCo of any interference allegedly caused by a third party and provides reasonable evidence of that interference to the reasonable satisfaction of TowerCo, TowerCo must immediately take corrective action to cause the third party to remove the interference. TowerCo and the Operator must promptly retest for interference. If the

third party does not cease any interfering operation within 72 hours after the initial notice, and the joint investigation conducted by TowerCo and the Operator confirms that the third party may be the cause of the interference, then TowerCo shall, at the direction of the Operator, disconnect the interfering third party's Equipment until such time as the third party effects the repairs necessary to eliminate the interference.

9.2 Interference by Operator

- (a) The Operator must not do anything, or knowingly permit any third party to do anything, which causes interference which materially obstructs, interrupts or impedes TowerCo's or any third party's continuous use or operation of the Facilities or the Site.
- (b) If the Operator is aware of any interference or potential interference with any Facility, it must advise TowerCo immediately of the nature of the interference.
- (c) If TowerCo notifies the Operator of any interference allegedly caused by the Operator in breach of clause 9.2(a) and provides reasonable evidence of that interference to the reasonable satisfaction of the Operator, the Operator must immediately take corrective action to remove the interference. TowerCo and the Operator must promptly retest for interference. If the Operator does not cease any interfering operation within 72 hours after the initial notice, and the joint investigation conducted by TowerCo and the Operator confirms that the Operator may be the cause of the interference, then TowerCo shall have the right, in addition to any other rights it may have, to disconnect the interfering Operator Equipment until such time as the Operator effects the repairs necessary to eliminate the interference.

9.3 Third party Equipment

- (a) Subject to this clause 9.3, TowerCo may agree to a third party installing or readjusting its Equipment on or in a Facility in accordance with this Agreement, provided the third party's Equipment will not interfere in any way with any of the Operator Equipment.
- (b) For the purpose of clause 9.3(a), TowerCo must advise the Operator at least 10 Working Days before the installation and commissioning or material readjustment of the third party's Equipment.
- (c) If the Operator is of the opinion that the third party's Equipment will interfere in any way with any of the Operator Equipment, it may advise TowerCo to that effect within 5 Working Days and TowerCo will have regard to that advice and must act reasonably and in good faith in respect of that advice.
- (d) If, within one month of the commission or readjustment, the Operator provides TowerCo with reasonable evidence that it is suffering interference allegedly caused by the third party's Equipment commission or readjustment, TowerCo
 - (i) will presume that the third party who recently installed or adjusted its Equipment is the cause of the interference and
 - (ii) take immediate corrective action with such third party to remove the interference. TowerCo and the Operator must immediately retest for interference. If the third party does not cease any interfering operation within 72 hours after the initial notice, and a joint investigation conducted by TowerCo and the Operator confirms that the third party may be the

cause of the interference, then TowerCo shall disconnect the interfering third party's Equipment until such time as the third party effects the repairs necessary to eliminate the interference.

- (e) TowerCo will ensure that it is a condition of giving permission to a third party to install or readjust its Equipment on or in the Facility or a Site, that the third party agrees to comply with terms consistent with this clause 9 of this Agreement in relation to the third party's use of the Facility or Site.
- (f) TowerCo will notify the Operator if it is unable to obtain the third party's agreement to the terms referred to in clause 9.3(e), and in such case the Operator may refuse to consent to the installation by the third party of the third party's Equipment.
- (g) If the third party's Equipment needs to be moved, powered down or turned off in order for the Operator to install or maintain the Operator Equipment within the Reserved Capacity and any agreed Additional Capacity, then TowerCo will be responsible for liaising with the third party in relation to the movement, power down or turn off of the third party's Equipment.

9.4 Interference disputes

Any dispute as to the cause of interference, or the steps required to correct it, shall be submitted to an independent professional engineer mutually agreed by the parties. If the parties are unable to agree on an independent professional engineer, upon the request of the Operator the ICC shall furnish the name of an engineer in accordance with the Rules of the ICC International Center for Expertise. Such engineer's decision shall be final and binding upon the parties to the extent permitted by applicable Laws. If such interference is found to be caused by changed facilities or operations, the fees and charges of the engineer shall be borne by the party whose changed facilities or operations gave rise to the claimed interference. If such interference is found not to be caused by changed facilities or operations, the fees and charges of the engineer shall be borne by the objecting party.

10. Maintenance and Repair

10.1 Maintenance of Operator Equipment

At its own cost and expense, the Operator shall be responsible for the maintenance and safe operation of the Operator Equipment in accordance with Industry Standards and applicable Laws and must take all reasonable steps to ensure that the Operator Equipment:

- (a) does not endanger the safety or health of any person; and
- (b) does not damage, interfere with or cause any deterioration in the operation of TowerCo's or any third party's Equipment.

At its own cost and expense, the Operator shall maintain the electrical infrastructure that is under the Operator's control and that is used by it at the Site.

10.2 Maintenance of Facilities and Equipment at the Sites

- (a) At its own cost and expense, TowerCo shall be responsible for, or for ensuring, the maintenance and safe operation of the Facilities and all Equipment (except the Operator Equipment) at the Sites in accordance with Industry Standards and must take all reasonable steps to ensure that the Facilities and all Equipment (except the Operator Equipment):
 - (i) do not endanger the safety or health of any person; and
 - (ii) do not damage, interfere with or cause any deterioration in the operation of the Operator Equipment.
- (b) At its own cost and expense, TowerCo shall maintain the electrical infrastructure that is under TowerCo's control located within TowerCo's property and Site security in accordance with Industry Standards in Indonesia.
- (c) In providing maintenance under this clause 10.2, TowerCo must provide preventive maintenance, proactive maintenance and corrective maintenance in accordance with the SLA. TowerCo shall survey and track any defect, lack, or need of maintenance of the Sites through a centralised "Network Operation Centre" (*NOC*) which must be available 24 hours/365 days during the Term. TowerCo must survey and track any defect, lack, or need of maintenance of the Sites that may influence the correct and safe operation of the Operator Equipment in and on the Sites through the NOC and shall provide the Operator with a single point of contact on a regional and/or national basis for problem resolution.
- (d) At its own cost and expense, TowerCo shall maintain the electrical infrastructure that is under TowerCo's control at the Site.

10.3 TowerCo failure to maintain Facilities etc

If TowerCo is in breach of its maintenance obligations under this Agreement, the Operator shall notify TowerCo in writing of such breach and the remedial works required to remedy the breach. If TowerCo has not responded to such notice or commenced remedial works within the earlier of:

- (a) 10 Working Days of receipt of the Operator's notice; or
- (b) the end of the Resolution Time for that particular type of event as set out in the SLA, if applicable,

then, in addition to any remedies available to the Operator under the SLA or other parts of this Agreement or a Site Licence, the Operator shall be entitled to undertake such remedial works at TowerCo's cost. TowerCo agrees to reimburse the Operator for all reasonable costs incurred by the Operator in relation to such remedial works, within fifteen (15) days of receipt of an invoice evidencing such costs.

11. Standards, Approvals and Regulatory Requirements

11.1 Standards

Each party must keep itself informed of all publicly available standards which apply to the performance of its obligations under this Agreement, including any applicable Industry Standards.

11.2 Approvals and Regulatory Requirements

- (a) The Operator must use best efforts to obtain and maintain during the Term, at its cost, all licences and permits that the Operator is required by Law to obtain to install and operate the Operator Equipment at the Sites. TowerCo must provide the Operator with all reasonable assistance to enable the Operator to comply with this clause 11.2(a).
- (b) Subject to clauses 8.2 and 8.4 and clauses 7.7 and 7.8 of the Tower Transfer Agreement, TowerCo must maintain during the Term, at its cost, all the Required Consents to the extent in existence when the relevant Site was transferred to TowerCo under the Tower Transfer Agreement (and if not then TowerCo must use best efforts to obtain and maintain such other Required Consents).
- (c) Each party must:
 - (i) comply with all Laws applicable to the performance of its obligations under this Agreement, including all Laws applicable to any activity undertaken by a party at the Site;
 - (ii) unless this Agreement otherwise provides, obtain and maintain any licences, authorisations, consents, approvals and permits required by applicable Laws to perform its obligations under this Agreement;
 - (iii) not use its Equipment on a Facility in a way which would cause the other party to be in breach of any Laws or the Required Consents (except in the case of the Operator, in a way which would knowingly cause TowerCo to be in breach of any Required Consents); and
 - (iv) comply with any reasonable instruction from the other party, to the extent that instruction is necessary to enable the other party to:
 - (A) comply with any Laws or change in Laws; or
 - (B) comply with any direction of any government agency; or
 - (C) exercise any right granted or provided to the other party from time to time.

12. TowerCo Obligations

- (a) TowerCo must not do anything, or knowingly permit any third party to do anything, that would jeopardise the Operator's rights and interests under this Agreement and the Site Licences, except if required by Law.
- (b) TowerCo must ensure the quiet and peaceful enjoyment of the Site and the Facilities by the Operator.
- (c) TowerCo must maintain at its cost its Equipment and the Facilities to which access has been granted to the Operator in a clean, good and substantial state of repair. In circumstances where the maintenance of any Facility would involve upgrading, altering, reconstructing or replacing that Facility, then clause 8 applies.
- (d) TowerCo must ensure that no part of its Equipment or the Facilities becomes a danger to the safety of members of the public or any of the Operator, its Personnel or invitees.

- (e) TowerCo, when undertaking any installation of, or repair, maintenance, addition or alteration to, any of the Facilities or its Equipment, must employ only suitably qualified contractors and use best efforts not to effect the security or performance of the Operator Equipment.
- (f) TowerCo shall report to the Operator reasonably promptly following it becoming aware of the same, any act or omission within TowerCo's knowledge that may be likely to affect the integrity or the security of the Site or the security of the Operator Equipment.

13. Operator Obligations

- (a) The Operator must not do anything, or knowingly permit any third party to do anything, that would jeopardise TowerCo's rights and interests under this Agreement or any applicable Head Lease (as at the date of execution of the applicable Site Licence and if any amendments or renewals are made to the relevant Head Lease by TowerCo then these will only apply to the extent that TowerCo is in compliance with clauses 8.1(b) and (c)), except if required by Law.
- (b) The Operator will:
 - (i) maintain the portions of all parts of the Operator Equipment installed at each Site in a clean, good and substantial state of repair;
 - (ii) ensure that no part of the Operator Equipment becomes a danger to the safety of members of the public or any of TowerCo, its Personnel or invitees;
 - (iii) when undertaking any installation of, or repair or maintenance or addition or alteration to, any item of the Operator Equipment, employ only suitably qualified contractors.
- (c) The Operator must perform all necessary installation, modification and relocation of the Operator Equipment on the Facilities as and when it requires, subject to:
 - (i) applicable Industry Standards; and
 - (ii) the terms and conditions of this Agreement and any relevant Site Licence.
- (d) TowerCo must provide all assistance reasonably requested by the Operator for the purposes of the Operator exercising its rights under clause 13(c).
- (e) The Operator shall report to TowerCo reasonably promptly following it becoming aware of the same, any act or omission within the Operator's knowledge that may be likely to affect the integrity or the security of the Site or the security of TowerCo's Equipment.
- (f) The Operator shall comply with its obligations under the SLA and the Site Access Rules.

14. Termination, Breach, Insolvency and Step-In Rights

14.1 Breach by TowerCo

- (a) If there is a material breach of this Agreement or any Site Licence by TowerCo in relation to any Site or Sites (not being a Fundamental Breach) then the Operator shall give written notice of the breach to TowerCo stating in reasonable detail the facts and circumstances of such alleged breach.

- (b) If the material breach is not remedied within 20 Working Days after the receipt of a notice of breach by TowerCo (provided that if such breach requires a longer period to cure, such period shall be extended for such time as is reasonably necessary to cure such breach (not exceeding 40 Working Days)), the Operator may give a further written notice to TowerCo, following which:
- (i) the parties must begin the dispute resolution process set out in clause 20 in order to determine:
 - (A) whether a material breach has occurred;
 - (B) whether the material breach has been remedied;
 - (C) the amount of any payment that would compensate the Operator for the occurrence of the breach; and
 - (D) any other remedies that should be available to the Operator in addition to those set out in the Agreement; and
 - (ii) the Operator may, at its sole discretion, exercise, either itself or through a third party, the Step-in Rights in relation to that Site or Sites in accordance with Schedule 8 (*Step-in Rights*).
- (c) If the outcome of the dispute resolution procedure contemplated in paragraph (b)(i) is that an award is made in favour of the Operator, the Operator may, at its sole discretion,
- (i) request to migrate any affected Operator Equipment in accordance with the Principles of Migration, at TowerCo's cost; or
 - (ii) exercise the Bargain Purchase Option in respect of the applicable Sites in accordance with paragraph 3 of Schedule 4 (*Bargain Purchase Option*), in which case the parties must take all steps necessary to give effect to the Bargain Purchase Option upon expiry of the relevant notice period,
- and/or terminate the affected Site Licence or Site Licences without liability on its part.
- (d) If the outcome of the dispute resolution procedure contemplated in paragraph (b) is that an award is made in favour of TowerCo, the Operator must reimburse TowerCo on demand for any losses or costs incurred as a result of the dispute resolution procedure.
- (e) In addition to its rights under clauses 14.1(b) and (c), if the Operator has validly exercised the Step-in Rights in accordance with this Agreement on two or more occasions in any 6 month period in relation to a particular Site, then the Operator may, at its sole option, by giving 10 Working Days' prior written notice:
- (i) exercise the Bargain Purchase Option in respect of the applicable Site in accordance with paragraph 3 of Schedule 4 (*Bargain Purchase Option*), in which case the parties must take all steps necessary to give effect to the Bargain Purchase Option upon expiry of the relevant notice period; and/or
 - (ii) terminate the affected Site Licence without liability on its part.

- (f) For the purposes of this clause 14.1, a material breach includes the failure to remedy two (2) or more Major or Severe Events at a Site within double the Resolution Time, as those terms are used in the SLA, in any two (2) month period.

14.2 Breach by Operator

- (a) If there is a material breach of this Agreement or any Site Licence by the Operator in relation to any Site or Sites then TowerCo may give written notice of the breach to the Operator stating in reasonable detail the facts and circumstances of such alleged breach.
- (b) If the material breach is due to the failure to pay Lease Fees or other material amounts due and payable by the Operator under this Agreement (except where there is an Invoice Error) which is not remedied within 10 Working Days (in the case of Lease Fees) or 20 Working Days (in the case of any other material amounts) after the receipt of a notice of breach by the Operator then TowerCo may terminate the affected Site Licences and immediately disconnect the Operator Equipment on the affected Sites.
- (c) If the material breach is not the subject of paragraph (b) and is not remedied within 20 Working Days after the receipt of a notice of breach by the Operator then the parties must begin the dispute resolution process set out in clause 20 in order to determine:
 - (i) whether a material breach has occurred;
 - (ii) whether the material breach has been remedied;
 - (iii) the amount of any payment that would compensate TowerCo for the occurrence of the breach; and
 - (iv) any other remedies that should be available to TowerCo.
- (d) If the outcome of the dispute resolution procedure contemplated in paragraph (c) is that an award is made in favour of TowerCo, TowerCo may terminate the Site Licence or Site Licences for the applicable Site or Sites if that award is not discharged within 15 Working Days from its making.
- (e) If the outcome of the dispute resolution procedure contemplated in paragraph (c) is that an award is made in favour of the Operator, TowerCo must reimburse the Operator on demand for any losses or costs incurred as a result of the dispute resolution procedure.
- (f) Upon the termination of a Site License by reason of the Operator's default under or breach of this Agreement or a Site License and subject to the maximum liability cap in clause 18(d), the Operator shall pay as liquidated damages an amount equal to [***] for the unexpired term of each Site Licence terminated, where the [***] shall be agreed between the parties but not in any event exceeding [***] (notwithstanding the removal of the Operator Equipment or the subsequent lease to a third party of all or a portion of the Facility formerly occupied by the Operator).
- (g) The termination of a Site License by reason of the Operator's default shall not relieve the Operator of any of its duties, liabilities and obligations accrued under this Agreement or the terminated Site License, other than in relation to the Lease Fee, prior to the effective date of such termination.

14.3 Extensions

The party which has given notice to the other party of a breach of this Agreement may in its discretion extend any remedy period by notice to the other party.

14.4 Insolvency and Fundamental Breach by TowerCo

- (a) If an Insolvency Event occurs in relation to TowerCo, the Operator may, at its sole option by prior written notice to TowerCo either:
 - (i) terminate this Agreement and all of the Site Licences without liability on its part; or
 - (ii) on two months notice and subject to paragraph (b), terminate this Agreement and all of the Site Licences and exercise the Bargain Purchase Option, in which case the parties must immediately take all steps necessary to give effect to the Bargain Purchase Option.

Upon the occurrence of an Insolvency Event, the Operator may also at its sole discretion exercise, either itself or through a third party, the Step-in Rights in relation to the relevant Site or Sites in accordance with Schedule 8 (*Step-in Rights*).

- (b) If a notice is given under paragraph (a)(ii) the Operator will for a period not exceeding 2 months in good faith consider any proposals submitted by TowerCo (or its Lenders) for TowerCo to assign, transfer or otherwise dispose of its rights, title or interests in the Assets to a Suitable Third Party with the prior written consent of the Operator (not to be unreasonably withheld).
- (c) If TowerCo commits a Fundamental Breach, the Operator shall give written notice of the breach to TowerCo stating in reasonable detail the facts and circumstances of such alleged Fundamental Breach. If the Fundamental Breach is not remedied within 20 Working Days after the receipt of such notice by TowerCo, then:
 - (i) the parties must begin the dispute resolution process set out in clause 20 in order to determine:
 - (A) whether a Fundamental Breach has occurred;
 - (B) whether the Fundamental Breach has been remedied;
 - (C) the amount of any payment that would compensate the Operator for the occurrence of such breach; and
 - (D) any other remedies that should be available to the Operator in addition to those set out in the Agreement; and
 - (ii) the Operator may, at its sole discretion, exercise, either itself or through a third party, the Step-in Rights in relation to the relevant Site or Sites in accordance with Schedule 8 (*Step-in Rights*).
- (d) If the outcome of the dispute resolution procedure contemplated in paragraph (c)(i) is that an award is made in favour of the Operator, the Operator may, at its sole discretion,
 - (i) request to migrate any affected Operator Equipment in accordance with the Principles of Migration, at TowerCo's cost; or

- (ii) exercise the Bargain Purchase Option in respect of the applicable Sites in accordance with paragraph 3 of Schedule 4 (*Bargain Purchase Option*), in which case the parties must take all steps necessary to give effect to the Bargain Purchase Option upon expiry of the relevant notice period,
and/or terminate the affected Site Licence or Site Licences without liability on its part.

14.5 Insolvency Event of the Operator

If an Insolvency Event occurs in relation to the Operator, TowerCo may terminate this Agreement by giving 20 Working Days' prior written notice to the Operator.

14.6 Termination of Site Licences by the Operator

If 75% or more of the Site Licences have been terminated in accordance with this Agreement, then the Operator may, at its sole option, by giving 10 Working Days' prior written notice to TowerCo, terminate this Agreement and all of the remaining Site Licences, without liability on the Operator's part.

14.7 Waiver

The Operator and TowerCo irrevocably waive the applicability of Article 1266 of the Indonesian Civil Code for the purposes of the termination of this Agreement or the Site Licences to the extent that such waiver is necessary to terminate this Agreement or the Site Licences without judicial order.

14.8 Claw-back

If a Site Licence is terminated under clauses 8.2, 8.4, 14.1 and 14.4 during any period in respect of which the Lease Fee has been paid in advance (*Paid Lease Period*), TowerCo shall within 15 Working Days of the termination of the Site Licence refund to the Operator a pro rata amount of the Lease Fee referable to the unexpired portion of the Paid Lease Period.

14.9 Survival

The rights, obligations and indemnities in clauses 1, 7, 14, 15, 16, 17, 18, 19, 20, 21, 22, 32, 35, 36 and any other clauses which should by their nature survive the termination or expiry of a Site Licence and this Agreement, survive the termination or expiry of a Site Licence and this Agreement.

14.10 No limitation

- (a) A party's rights of termination in this clause 14 do not limit its termination rights under any other clause of this Agreement.
- (b) Nothing in this clause affects any claim or action including any claim for damages or other relief, for breach of this Agreement or otherwise, which accrued in favour of a party prior to any termination.
- (c) The amount of any service level credits under the SLA that have been accrued but not credited to the Operator as at:
 - (i) the expiry the relevant Site Licences; or
 - (ii) the termination of the relevant Site Licences under clauses 8.2, 8.4, 14.1 and 14.4,shall be immediately due and payable to the Operator.

14.11 Government action

- (a) If a change in Law or other action by a governmental agency prevents TowerCo from conducting its business or a substantial part thereof in Indonesia or a region thereof, then it may give notice of such event to the Operator.
- (b) If a notice is given under paragraph (a) the Operator and TowerCo will for a period not exceeding 2 months in good faith consider any proposals for TowerCo to assign, transfer or otherwise dispose of its rights, title or interests in the Assets.
- (c) If no resolution is reached under paragraph (b) within the 2 month period referred to in that paragraph, the Operator may as its sole remedy under this clause 14.11 exercise the Bargain Purchase Option in accordance with paragraph 3 of the Schedule 4 (*Bargain Purchase Option*).

15. Confidentiality

- (a) For the purposes of this clause 15, the party:
 - (i) owning or supplying Confidential Information will be called the *Supplying Party*; and
 - (ii) receiving Confidential Information will be called the *Receiving Party*;and either expression will include all members of the relevant party's Group.
- (b) Either party (the *disclosing party*) may refer to and disclose all or any part of this Agreement in any form of submissions or correspondence if required by the relevant Indonesian regulatory authority or any applicable Laws.
- (c) Subject to clause 15(b), the Receiving Party will, in respect of Confidential Information received from the Supplying Party, or of which the Receiving Party otherwise becomes aware through its implementation or operation of this Agreement:
 - (i) adopt (if necessary) and maintain procedures adequate to protect the Confidential Information;
 - (ii) hold the Confidential Information in confidence with the same degree of care with which it holds its own confidential and proprietary information of a similar nature, unless the Supplying Party approves in writing the release of the Confidential Information by the Receiving Party;
 - (iii) ensure that neither it nor any of its officers, employees, contractors or agents who receive the Confidential Information discloses or causes or permits to be disclosed, without the prior written consent of the Supplying Party, the Confidential Information or any part of it to any person other than to:
 - (A) the Receiving Party's lenders or professional advisers; or
 - (B) those of the Receiving Party's officers, employees, contractors, agents or members of its Group directly concerned in the implementation or operation of this Agreement,

and will advise the Supplying Party from time to time on request of the lenders, professional advisers, contractors, agents and members of its Group who are or may be recipients of Confidential Information;

- (iv) not make use of, or cause or permit use to be made of, the Confidential Information or any part of it in any manner whatsoever, other than as necessary for the implementation or operation of this Agreement; and
- (v) enter into such other agreements as the Supplying Party may reasonably require regarding any part of the Confidential Information which is disclosed by the Supplying Party under licence from a third party.

To avoid doubt, the parties agree that, if an officer, employee, contractor, agent or member of the Group of the Receiving Party discloses or uses Confidential Information other than as permitted by clauses 15(c)(iii) and 15(c)(iv), then the Receiving Party will be responsible for that use or disclosure as if the use or disclosure had been made by the Receiving Party itself.

16. Representations and Warranties

- (a) TowerCo represents and warrants to the Operator at the Commencement Date and during the Term that:
 - (i) all work undertaken by TowerCo or its Personnel under this Agreement or in relation to any Facility or Site will be undertaken with due care, skill and diligence, and in a proper and workmanlike manner, and any materials supplied by TowerCo or its Personnel in connection with that work will be fit for the purpose for which they are supplied;
 - (ii) it is able to perform its obligations under this Agreement and each Site Licence; and
 - (iii) in entering into this Agreement, it has:
 - (A) used its skills, experience and knowledge to ensure that the manner in which it proposes to provide the Services will enable the Operator to exercise its rights, and enjoy the benefits granted to it, under this Agreement;
 - (B) examined all information available to it which is relevant to the risks, contingencies and other circumstances which could affect the provision of the Services;
 - (C) satisfied itself as to the availability of labour and the resources and Services required;
 - (D) satisfied itself as to the nature and degree of difficulty of the Services;
 - (E) satisfied itself as to its ability to provide the Services to the required standard; and
 - (F) satisfied itself as to the Services that the Operator needs and as to the ability to provide the Services specified in this Agreement,

where “*Services*” means all of the services to be provided by TowerCo, and all of the obligations of TowerCo, under this Agreement.

- (b) TowerCo acknowledges and accepts that:
 - (i) it has entered into this Agreement based on its own investigations, and has not relied on any representations or warranties made by the Operator other than those contained in this Agreement and the Tower Transfer Agreement; and
 - (ii) except as specifically provided for in this Agreement, to the extent permitted by Law, no representation has been made and no warranty is or has been expressly or impliedly given by or on behalf of the Operator in respect of the accuracy, completeness, currency, suitability or efficacy or any information or data made available by the Operator to TowerCo.
- (c) The Operator represents and warrants to TowerCo at the Commencement Date and during the Term that:
 - (i) all work undertaken by the Operator or its Personnel under this Agreement or in relation to any Facility, Site or Operator Equipment will be undertaken with due care, skill and diligence, and in a proper and workmanlike manner, and any materials supplied by the Operator or its Personnel in connection with that work will be fit for the purpose for which they are supplied; and
 - (ii) it is able to perform its obligations under this Agreement and each Site Licence.

17. Audits and Records

17.1 Audits

The Operator shall have the right not more than once a year to audit and inspect, and appoint one or more Auditors to audit and inspect any premises, documents, records, practices, data and matters of TowerCo for the purpose of verifying TowerCo’s compliance with this Agreement and any Site Licence.

17.2 Audit Assistance

- (a) If requested by the Operator or any Auditor, TowerCo must answer any questions or confirm matters reasonably requested in respect of compliance/non compliance with this Agreement in writing.
- (b) TowerCo must provide all reasonable assistance required by the Operator or the Auditor.
- (c) TowerCo must on demand provide the Operator with copies of any audit reports relevant to the services conducted by, or on behalf of, TowerCo under this Agreement.

17.3 Discrepancies

If an audit or inspection reveals non compliance by TowerCo, then TowerCo must promptly take remedial action, including complying with any reasonable directions or instructions from the Operator.

17.4 Costs of the audit

- (a) Subject to clause 17.4(b), each party will bear its own costs associated with audits and inspections.
- (b) If an audit or inspection reveals that either party has materially breached this Agreement and not cured such a breach, then the breaching party must pay for the other party's costs associated with the audit or inspection.

17.5 Proper records

- (a) TowerCo must keep full and proper books of accounts and records showing clearly all transactions relating to the performance of its obligations under this Agreement.
- (b) TowerCo must ensure that all financial and operational records, within its possession, custody or control, are maintained in an accessible and secure electronic form for a period of at least ten years, or longer if required by this Agreement or any applicable Law.

18. Indemnities

- (a) Subject to paragraphs (b) and (e), TowerCo indemnifies and keeps the Operator harmless from any and all claims, liabilities, losses, damages, costs and expenses arising in connection with:
 - (i) TowerCo's breach of any term or condition of this Agreement or any Site Licence; or
 - (ii) the negligence or wilful misconduct of TowerCo or its Personnel or representatives in connection with this Agreement or any Site Licence.
- (b) The maximum aggregate amount that the Operator may recover from TowerCo, whether by way of damages or otherwise, under this Agreement and any Site Licence shall not in any event exceed USD[***].
- (c) Subject to paragraphs (d) and (e) the Operator indemnifies and keeps TowerCo harmless from any and all claims, liabilities, losses, damages, costs and expenses arising in connection with:
 - (i) the negligence or wilful misconduct of the Operator or its Personnel or representatives in connection with this Agreement or any Site Licence; or
 - (ii) the Operator's breach of any term or condition of this Agreement or any Site Licence.
- (d) The maximum aggregate amount that TowerCo may recover from the Operator, whether by way of damages or otherwise (excluding, for the avoidance of doubt, any Lease Fees and reimbursed costs paid by the Operator under this Agreement) under this Agreement and any Site Licence shall not in any event exceed:
 - (i) USD[***] for all claims made before the first (1st) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;

- (ii) USD[***] for all claims made on or after the first (1st) anniversary of the Commencement Date and before the second (2nd) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;
 - (iii) USD[***] for all claims made on or after the second (2nd) anniversary of the Commencement Date and before the third (3rd) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;
 - (iv) USD[***] for all claims made on or after the third (3rd) anniversary of the Commencement Date and before the fourth (4th) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;
 - (v) USD[***] for all claims made on or after the fourth (4th) anniversary of the Commencement Date and before the fifth (5th) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;
 - (vi) USD[***] for all claims made on or after the fifth (5th) anniversary of the Commencement Date and before the sixth (6th) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;
 - (vii) USD[***] for all claims made on or after the sixth (6th) anniversary of the Commencement Date and before the seventh (7th) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term;
 - (viii) USD[***] for all claims made on or after the seventh (7th) anniversary of the Commencement Date and before the eighth (8th) anniversary of the Commencement Date, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term; and
 - (ix) [***] for all claims made on or after the eighth (8th) anniversary of the Commencement Date and before the ninth (9th) anniversary of the Commencement Date and for each year thereafter of the Term, less any amounts recovered by TowerCo pursuant to claims made in any other period of the Term.
- (e) The maximum aggregate amounts set out in paragraphs (b) and (d) do not limit either party's liability in respect of:
- (i) any injury to, or disease or death of, any person caused by or arising out of any act or omission of a party or its Personnel; or
 - (ii) any claim made by a third party asserting a breach of intellectual property rights in relation to the Facilities and/or Sites, including in relation to the design of any Tower at the Sites.

19. Insurance

- (a) TowerCo, at its own expense, shall procure and maintain in full force and effect at all times during the Term on each Site:
 - (i) commercial general public liability coverage insuring against all liabilities of TowerCo and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the ownership, occupancy or maintenance of each Site; and
 - (ii) property insurance in an amount not less than full replacement cost of the Facilities (including the Tower) of each Site against any losses or damages (also caused to any third parties) by fire and all other casualties and risks covered under "ALL RISK" insurance.
- (b) TowerCo shall pay all premiums for the insurance coverage which it is required to procure and maintain under this Agreement. The amounts (per single occurrence and aggregate events) of the coverage provided by such insurance policies shall be in line with prudent market practice for the business conducted by TowerCo in Indonesia.
- (c) The Operator, at its own expense, shall procure and maintain in full force and effect at all times during the Term with respect to each Site and the Operator Equipment used by it on the Sites under this Agreement, commercial general public liability insurance coverage insuring against all liabilities of the Operator and its officers, employees, agents, arising out of, by reason of or in connection with the use, occupancy or maintenance of each Site.
- (d) The Operator shall pay all premiums for the insurance coverage which it is required to procure and maintain under this Agreement. The amounts (per single occurrence and aggregate events) of the coverage provided by such insurance policies shall be in line with prudent market practice for the business conducted by the Operator in Indonesia.

20. Dispute Resolution

- (a) For the purposes of the procedures set out in the rest of this clause 20 and unless the parties expressly agree otherwise in writing, a **Dispute** is any and all claims, counterclaims, demands, causes of action, disputes, controversies, disagreements, differences of opinion and other matters in question arising out of or in connection with this Agreement.
- (b) Either party may at any time give notice describing a Dispute and invoking the procedures set out in the rest of this clause 20.
- (c) TowerCo and the Operator agree to settle amicably any Dispute by discussions and negotiations, and that the following procedure shall be followed prior to resorting to the remaining provisions of this clause 20 to resolve such Dispute:
 - (i) either party may refer the Dispute in writing for settlement to the Joint Operations Committee (the **Dispute Notice**). The parties shall ensure that the Joint Operations Committee shall, for a period of seven (7) Working Days from the date of the written reference, use best efforts and negotiate in good faith to reach a resolution of the Dispute; and

- (ii) if the Joint Operations Committee does not resolve the Dispute within the stated time, the parties shall refer the Dispute in writing for settlement to the Chief Executive Officers of each party, or nominated alternatives of similar authority. The parties shall ensure that their representatives shall, for a period of ten (10) Working Days from the date of the written reference made pursuant to this clause 20(c)(ii), use best efforts and negotiate in good faith to reach a reasonable resolution of the Dispute.
- (d) If a Dispute has not been resolved by the end of the negotiation period in clause 20(c), either party may then refer the Dispute, or any part of the Dispute, to arbitration, in which case the parties agree that all Disputes shall be referred to the International Court of Arbitration of the ICC to be finally and exclusively settled by arbitration under and in accordance with the Rules of Arbitration of the ICC for the time being in force, which rules are deemed to be incorporated by reference in this clause, as follows:
 - (i) The tribunal shall consist of three (3) arbitrators. Each party shall appoint one arbitrator and these two arbitrators shall appoint the chairman of the arbitral tribunal. The chairman of the arbitral tribunal shall not be a national of the country of domicile of either of the parties to this Agreement.
 - (ii) The place and seat of the arbitration shall be the Singapore.
 - (iii) The language of arbitration shall be English, unless otherwise agreed. All submissions shall be made in English or with a certified English translation. Witnesses may provide testimony in a language other than English, provided that a simultaneous English translation shall be provided. Each party shall bear the translation costs in respect of its own witnesses and documents. All notices given by one party to the other in connection with any arbitration hereunder shall be in writing. The award shall be in writing and state the reasons upon which it is based.
 - (iv) The parties and the tribunal shall treat all aspects of the arbitration proceedings as strictly confidential, and the award shall be made public only with the express written consent of all parties thereto, or except as otherwise required in connection with judicial proceedings relating to the enforcement of any arbitral award.
 - (v) The tribunal shall not be bound by the common law rules of evidence or procedure.
 - (vi) The tribunal shall be bound by the governing law of this Agreement and shall have to substantiate its decision and award accordingly.
 - (vii) The tribunal shall not have the power or jurisdiction to award punitive damages, and each party irrevocably waives and relinquishes any right to such damages.
 - (viii) If a party, having been given due notice and opportunity, shall fail or shall refuse to participate in arbitration proceedings hereunder or in any stage thereof, the proceedings shall nevertheless be conducted to conclusion and final award. Any award rendered under such circumstances shall be as valid and enforceable as if the parties had appeared and participated fully at all stages.

- (ix) The expenses of arbitration (including legal fees and a party's costs of arbitration) shall be borne by the party against whom the decision is rendered, or apportioned in accordance with the decision of the tribunal in the event of a compromise decision.
 - (x) The tribunal shall render its award applying strict rules of law and principles consistent with the explicit terms of this Agreement. The tribunal shall not assume the powers of an amiable compositeur or render its award ex aequo et bono. The tribunal shall have the authority to include in such award a decision binding upon the parties, enjoining them to take or refrain from taking specific action with respect to the matter in dispute or disagreement.
 - (xi) The parties hereby irrevocably agree that the mandate of the tribunal duly constituted in accordance with the terms of this Agreement shall remain in effect until a final arbitration award has been issued by the tribunal and hereby waive the provisions, any rules or regulations that would provide otherwise.
 - (xii) The arbitrators' determination shall be final, conclusive and binding upon the parties and to that end, this clause 20 shall constitute an arbitration agreement between the parties. The parties hereby irrevocably exclude any right of application or appeal to any court in any jurisdiction whatsoever in connection with any question arising in the course of any arbitration or in respect of any award made. An order of judicial acceptance or an application for enforcement of the arbitration award may be sought in any Court of competent jurisdiction and the award (including any award granting specific performance or injunctive relief) shall be enforceable in accordance with the Arrangement Concerning Mutual Enforcement of Arbitral Awards between the Mainland and the Hong Kong Special Administrative Region, the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards and any other applicable national law. To the extent applicable, the parties irrevocably waive the applicability of section 73(b) of the Arbitration Law so that the appointment of an arbitrator or arbitrators shall not terminate within a specified time and the mandate of the arbitrator or arbitrators shall remain in effect until a final arbitration award has been issued. The parties agree that neither of them shall challenge or resist any enforcement action taken by a party in whose favour a decision of an arbitrator or arbitrators is given. The parties expressly waive the applicability of any Laws that would otherwise give a right to appeal against the decision of an arbitrator or arbitrators to any court or other tribunal. The parties further expressly waive the applicability of section 48(1) of the Arbitration Law and agree that any arbitration need not be completed within a specific time period unless otherwise agreed.
- (e) Neither party may use, other than to attempt to resolve the Dispute, any information disclosed by the other in the course of negotiation, mediation or arbitration under the above procedures. Any such information remains the property of the party supplying it and remains confidential to that party. Disclosure in the course of negotiation, mediation or arbitration under the above procedures is not a waiver of confidentiality.

- (f) Neither party may disclose any such information to anyone other than an adviser or an expert witness who has entered into a deed undertaking:
 - (i) not to use any of the information, or any analysis of the information, other than for the purposes of resolving the Dispute or the negotiation, mediation or arbitration;
 - (ii) not to disclose any of the information, or any analysis of the information, other than to the parties, a mediator, the arbitrator or a court, except as compelled by law; and
 - (iii) to return all material on which such information is recorded on completion of the adviser or expert witness' services.
- (g) In the event of a Dispute, the parties shall continue to perform their obligations under this Agreement and the Site Licences in good faith during the resolution of such Dispute unless and until this Agreement or Site Licence is terminated in accordance with the provisions herein.
- (h) For the purpose of enforcing any arbitration award only, the parties agree to choose the general, permanent and non-exclusive domicile of the Office of the Registrar of the Central District Court (Kantor Panitera Pengadilan Negeri Jakarta Pusat) without prejudice to the parties' rights to enforce any arbitration award in any court having jurisdiction over the other party or its assets.
- (i) Except to the extent that any action taken by a party under this clause 20(i) would invalidate clause 20(d), either party may at any time commence or continue court proceedings for the purpose of obtaining urgent interlocutory or interim relief in any jurisdiction pending arbitration or the outcome of arbitration.

21. EME Claims

- (a) If a third party brings a claim against the Operator in relation to electromagnetic emissions allegedly occasioned by the operation or use of any Operator Equipment at a Site (*EME Claim*), the parties agree as follows:
 - (i) upon notification, TowerCo must take all reasonable steps to mitigate any loss which may give rise to a claim against the Operator in relation to the EME Claim; and
 - (ii) TowerCo must give the Operator and its professional advisers reasonable access on prior written notice to:
 - (A) the Personnel and premises of TowerCo, including the Sites and Facilities, relevant to the EME Claim; and
 - (B) chattels, accounts, documents and records within the power, possession or control of TowerCo that are relevant to the EME Claim,to enable the Operator, and its professional advisers to examine the circumstances, premises and chattels, accounts, documents and records and to take copies or photographs of them at their own expense;

- (b) TowerCo indemnifies and keeps the Operator harmless from any and all claims, liabilities, losses, damages, costs and expenses arising in connection with electromagnetic emissions occasioned by the operation or use of any Facility or Site to the extent the facts, matters or circumstances giving rise to the claim arose after the relevant Completion Date of the Site and it is proven that third party Equipment co located on a Facility or Site caused the electromagnetic emissions the subject of the claim.

22. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:
- (i) to TowerCo: PT Profesional Telekomunikasi Indonesia
Artha Graha Building, 16th Floor, Jl. Jend. Sudirman Kav. 52-53
Jakarta 12190
FAX: +62 21 5140 0990
Attn: President Director
Copy to: Legal Director
- (ii) to the Operator: PT Hutchison CP Telecommunications
10/F Menara Mulia, JL. Jend. Gatot Subroto, Kav 9-11
Jakarta Selatan 12930
FAX: +62 (0) 21 5290 6900
Attn: Chief Financial Officer
Copy to: Chief Technical Officer
Copy to: Head of Legal
Copy to: Hutchison Telecommunications International Limited
22nd Floor, Hutchison House
10 Harcourt Road, Hong Kong
FAX: +852 2128 1778
Attn: The Company Secretary
- (c) will be taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is not a Working Day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Working Day in that place.

23. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

24. Amendment

This Agreement may be amended only by another agreement executed by both parties.

25. Assignment and Change in Control

25.1 TowerCo assignment

- (a) TowerCo must not assign, transfer, novate or otherwise dispose of:
 - (i) its rights or obligations under this Agreement or the Site Licences; or
 - (ii) its rights, title or interests in the Facilities, the Head Leases or the Revenue Contracts (individually or collectively the *Assets*),without the prior written consent of the Operator.
- (b) The Operator will not withhold its consent under paragraph (a) if:
 - (i) TowerCo proposes to assign, transfer or otherwise dispose of all of the Assets (or a minimum of 95% of the Assets);
 - (ii) the transferee is a Suitable Third Party; and
 - (iii) the procedure set out in clause 25.3 is followed.
- (c) The Operator will not unreasonably withhold its consent under paragraph (a) if TowerCo wishes to mortgage, charge or otherwise provide other security over the Assets in favour of a reputable financing entity in the ordinary course of TowerCo's business.

25.2 Change in Control

- (a) For the purposes of this Agreement a *change in control* occurs if:
 - (i) a person, other than the Current Shareholders, acquires more than 50% of the voting interests TowerCo, whether directly or indirectly;
 - (ii) a person, other than the Current Shareholders, acquires the ability to appoint or control the appointment of a majority of the directors and commissioners of TowerCo; or
 - (iii) a person, other than the Current Shareholders, acquires the ability, through contract or otherwise, to control the policies and management of TowerCo.

- (b) For the purposes of paragraph (a) of the definition of Fundamental Breach, the Operator will not withhold its consent to the occurrence of the change of control if:
 - (i) the Operator is notified of the proposed change of control before it occurs;
 - (ii) the Operator is satisfied, acting reasonably, that the change of control does not or is not likely to result in:
 - (A) any deterioration of the financial or credit capacity of TowerCo;
 - (B) any deterioration in the technical and managerial expertise of TowerCo;
 - (C) a breach of any of the provisions of this Agreement; or
 - (D) a competitor of the Operator in the Indonesian telecommunications industry acquiring control of TowerCo.

25.3 Last right of refusal

- (a) Except for assignments under clause 25.1(c), if TowerCo:
 - (i) wishes to assign, transfer or otherwise dispose of any of its right, title or interest in the Assets for whatever reason (including where clause 14.4(b) applies); or
 - (ii) is provided with an opportunity by a third party to do so,
(a **Proposed Disposal**) it must give the Operator a last right of refusal in respect of the Assets on the terms set out in paragraphs (b) to (e).
- (b) Before TowerCo reaches a legally binding agreement to assign, transfer or otherwise dispose of the Assets, TowerCo must:
 - (i) inform the Operator of the final terms and conditions of the agreement which it is willing to enter into to assign, transfer or otherwise dispose of the Assets; and
 - (ii) provide definitive acquisition agreements that are complete in all material respects (together, the **Deal Terms**).
The Operator will have 20 Working Days within which to notify TowerCo that it wishes to enter into an agreement with TowerCo for the acquisition of the Assets on the Deal Terms.
- (c) If the Operator does not give a notification under paragraph (b), TowerCo may enter into the agreement with the third party for the acquisition of the Assets on terms no more favourable to the third party purchaser than the Deal Terms.
- (d) If the Operator does give a notification under paragraph (b), the parties must promptly execute the definitive acquisition agreement.
- (e) TowerCo must not enter into an agreement with any person in relation to the Assets, except strictly in accordance with the procedures described above.

25.4 General

- (a) TowerCo must ensure that any permitted assignment, transfer or disposal of the Assets must be subject to:
 - (i) the Operator's interest and rights under this Agreement and the Site Licences; and
 - (ii) the novation of this Agreement and the Site Licences.

- (b) For the purposes of this Agreement, a **Suitable Third Party** is a third party nominated by TowerCo to the Operator where TowerCo can demonstrate to the reasonable satisfaction of the Operator that such person:
 - (i) is not a competitor of the Operator or any member of the Operator Group in the wireless telecommunications industry; and
 - (ii) has sufficient financial capacity and technical and managerial expertise to properly exercise TowerCo's rights and obligations under this Agreement and the Site Licences.

25.5 Operator Assignment

- (a) The Operator may assign, transfer or otherwise dispose of its rights and interests in:
 - (i) up to 5% of the Site Licences; or
 - (ii) 95% or more of the Site Licences,without the prior consent of TowerCo.
- (b) The Operator must not assign, transfer or otherwise dispose of its rights and interests in between 5% and 95% of the Site Licences without the prior consent of TowerCo, which consent shall not be unreasonably withheld.

26. Lenders

- (a) TowerCo acknowledges that the Operator has entered into and may in the future enter into arrangements with financing entities (the **Operator Lenders**) under which the Operator has or may grant to the Operator Lenders a security interest over the Operator Equipment and other rights to assume the Operator's contractual rights and obligations hereunder.
- (b) TowerCo must not permit any third party to exercise any pledge, mortgage, charge or other security over the Operator Equipment.
- (c) If the Operator has granted or in the future grants any mortgage, charge or provides other security over the Operator Equipment, then it must provide as soon as reasonably possible a Notice of Acknowledgement in the form attached as Annexure C to each of the proposed Operator Lenders acknowledging the ownership status of the Facilities, Sites and any of TowerCo's Equipment installed at the Sites.
- (d) The Operator acknowledges that TowerCo has entered into or may in the future enter into financing arrangements with financing entities (the **TowerCo Lenders**) under which TowerCo may grant to the TowerCo Lenders a security interest over the Assets and other rights to assume TowerCo contractual rights and obligations hereunder.
- (e) If TowerCo is permitted to mortgage, charge or provide other security over the Assets in accordance with clause 25.1(c), then it must provide as soon as reasonably possible a Notice of Acknowledgement in the form attached as Annexure B to each of the proposed TowerCo Lenders acknowledging the ownership status of the Operator Equipment installed at the Sites and the Operator's rights under this Agreement.

- (f) The parties will do all things necessary or desirable (including, if reasonable, execute documents) to give effect to the transactions contemplated in this clause 26, provided that a party will not be required to execute documents which have an adverse effect on its rights and interests under this Agreement and any Site Licence.

27. Force Majeure

- (a) Subject to clause 27(d), neither party shall be in breach of this Agreement, or liable for any delay or failure in performance of any of its obligations under this Agreement and, subject to clause 27(c) the time for performance of the obligations shall be extended accordingly, arising from or attributable to any act, event, omission, circumstance or accident beyond its reasonable control (a *Force Majeure Event*).
- (b) A Force Majeure Event shall include:
- (i) acts of God, including fire, flood, earthquake, windstorm, epidemic, hurricane, landslide, tsunami or other natural disaster;
 - (ii) war, threat of or preparation for war, armed conflict, embargo, breaking off of diplomatic relations, military or non-military interference by any third party state or states, blockade, siege or sanctions or similar actions;
 - (iii) terrorist acts, civil war, civil commotion or riots;
 - (iv) nuclear, chemical or biological contamination; and
 - (v) mandatory compliance with or enactments or changes of any Law, restraint by court order or public authority and action or non-action by, or failure to obtain the necessary authorisations, or approvals from, any governmental agency or authority or third party which by exercise of due diligence such party could not reasonably have expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome.
- (c) The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.
- (d) Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- (i) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance, including the Sites affected by the Force Majeure Event;
 - (ii) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - (iii) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably practicable.

- (e) The Operator will be released from any obligation to pay any Lease Fee during the period of the Force Majeure Event at any Site where the damage to the Facility results in the Operator Equipment being non-operational. The Operator will not be released from its obligation to pay the Lease Fee at any Site where the damage or disruption caused by the Force Majeure Event is to the Operator Equipment and not the Facility.

28. TowerCo Key Personnel

- (a) TowerCo must consult with the Operator and obtain the Operator's prior written approval, which approval the Operator shall not unreasonably withhold, in relation to TowerCo's appointment and removal of:
 - (i) an Operations Manager, who will be responsible for, among other things, managing, and liaising with the Operator's Chief Technical Officer in relation to the Facilities and the Sites; and
 - (ii) an Account Manager, who will be responsible for, among other things, providing invoices to the Operator under clause 7.3,(together the **Key Personnel**),
- (b) The Key Personnel must be:
 - (i) dedicated on a full-time basis to the management and operation of the Facilities and the Sites and the performance of TowerCo's obligations under this Agreement and the Site Licences; and
 - (ii) fluent in the English language.
- (c) The Operator may request the removal of any Key Personnel engaged by TowerCo based on reasonable grounds with adequate notice stating the reasons for the specific removal, in which case TowerCo shall remove the relevant Key Personnel as soon as possible after, but in any event no later than within 20 Working Days of, receiving such notice. TowerCo indemnifies and holds harmless the Operator for and against any loss, liability, cost, expense or claim (including reasonable legal expenses) suffered or incurred by the Operator as a result of or in connection with any claim made against the Operator by Key Personnel in relation to their removal in accordance with this clause 28(c), except to the extent caused by the negligence or wilful misconduct of the Operator or the breach by the Operator of this Agreement and any Site Licence.
- (d) TowerCo must ensure that the Key Personnel and any other of TowerCo's Personnel assigned to perform TowerCo's obligations under this Agreement and the Site Licences:
 - (i) are properly educated, trained and qualified for the role they are to perform; and
 - (ii) act in a fit and proper manner at all times.
- (e) TowerCo must ensure that at least one member of its staff at each location where services are performed under this Agreement and the Site Licences, can fluently and competently discuss operational and technical matters in English and/or the local language of the relevant location with the Operator and its Personnel.

29. Sub Contractors

- (a) Subject to clause 29(b), TowerCo must not sub contract the performance of any of its obligations under this Agreement or the Site Licences to any person without the Operator's prior written consent, which consent shall not be unreasonably withheld.
- (b) TowerCo may sub contract the performance of any of its obligations under this Agreement or the Site Licences without the Operator's prior written consent provided that the fees payable to the relevant sub contractor for performing such obligations under this Agreement or the Site Licences do not exceed USD250,000 per annum.
- (c) Where TowerCo engages a sub contractor to perform any of its obligations under this Agreement or the Site Licences, TowerCo:
 - (i) shall remain liable to the Operator for the performance, acts, omissions, default or negligence of the sub contractor and its employees, as if they were the acts, omissions, default or negligence of TowerCo;
 - (ii) will be responsible for ensuring the suitability, and the performance, of the sub contractor; and
 - (iii) will not be relieved of any of its liabilities or obligations under this Agreement or any of the Site Licences by entering into such arrangement.
- (d) TowerCo shall ensure that the terms of any agreements with sub contractors are in writing, if requested by the Operator, such that:
 - (i) the provisions of each such agreement will include an undertaking by the relevant sub contractor to novate and/or assign such agreement (or otherwise fully transfer the benefit and burden of such agreement) to the Operator or the Operator's nominee if so requested by the Operator (and in this respect, TowerCo shall only make any such request if directed to do so by the Operator);
 - (ii) the provisions of each such agreement will not contain any terms which would have the effect of depriving the Operator of all or a substantial part of the benefit of any such novated or assigned agreement, and further, will not contain any terms imposing on the Operator obligations which are more onerous than those imposed on TowerCo; and
 - (iii) the provisions of each such agreement will include an undertaking by the relevant sub contractor not to seek recourse (whether legal, financial or otherwise) against the Operator in respect of claims arising out of that agreement or termination of this Agreement or any Site Licence.
- (e) The Operator may request the removal of any sub contractor engaged by TowerCo based on reasonable grounds with adequate notice stating the reasons for the specific removal, in which case TowerCo shall remove the relevant sub contractor as soon as possible after, but in any event no later than within 10 Working Days of, receiving such notice. TowerCo indemnifies and holds harmless the Operator for and against any loss, liability, cost, expense or claim (including reasonable legal expenses) suffered or incurred by the Operator as a result of or in connection with any claim made against the Operator by a sub contractor in relation to its removal in accordance with this clause 29(e), except to the extent caused by the negligence or wilful misconduct of the Operator or the breach by the Operator of this Agreement and any Site Licence.

30. Joint Operations Committee

- (a) Within one (1) month of the Commencement Date, the parties shall establish a Joint Operations Committee that will liaise on and use best efforts to resolve:
 - (i) issues relating to the implementation of this Agreement, including without limitation in relation to agreeing any required changes to:
 - (A) the Principles of Migration;
 - (B) the SLA;
 - (C) the Site Access Rules;
 - (D) processes for the adjustment of Lease Fees under clause 7.1(c) and crediting of service credits under the SLA;
 - (E) the form of Schedule 9 (*Form of Notice for Change to Operator Equipment*); and
 - (F) the form of agreed invoice;
 - (ii) technical network operational issues which arise from time to time in relation to the Facilities and Sites; and
 - (iii) any disputes between the parties in relation to this Agreement, including disputes under clauses 7.4 and 20.
- (b) The Joint Operations Committee shall comprise at least one (1) representative member from each party. Each party shall appoint its Personnel as its representative members to the Joint Operations Committee by written notice sent to the other party no more than five (5) Working Days after the Commencement Date. Any changes to these representatives must be notified to the other party within five (5) Working Days of appointment. The representative members of each party together must have appropriate technical, operational and financial background and skill to carry out the functions of the Joint Operations Committee. If required, the Joint Operations Committee may meet by sub committee consisting of at least one representative from each party to discuss issues relating to the appropriate expertise of the sub committee members.
- (c) The Joint Operations Committee shall meet during the Term:
 - (i) at the end of each calendar quarter at the offices of the Operator in Jakarta at a time to be agreed by the parties no later than ten (10) Working Days before the end of the relevant quarter (the **JOC Meeting**); and
 - (ii) in addition to the JOC Meeting, from time to time as may be requested by a party giving five (5) Working Days prior written notice to the other party of the time, location and, if applicable, frequency of such meeting or meetings.

- (d) The Chief Technical Office of the Operator and the Operations Manager of TowerCo, or their authorised nominees, must be present at each meeting of the Joint Operations Committee.
- (e) TowerCo must prepare comprehensive minutes of each meeting of the Joint Operations Committee and any sub-committee and provide them to the Operator within five (5) Working Days after the meeting. Upon the Operator's acceptance of the minutes at the next meeting, they will constitute a record of the issues discussed at the meeting.

31. No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

32. Further Assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

33. No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

34. Costs and Duty

- (a) Each party must pay its own costs and expenses of and incidental to the negotiation, preparation and execution of this Agreement, the Site Licences and any other documents and transactions contemplated by them, including any legal advisory fees (except as this Agreement otherwise provides).
- (b) TowerCo will attend to the stamping and registration of this Agreement and the Site Licences (if required). Stamping and registration of this Agreement and the Site Licences (if required) is at TowerCo's cost.
- (c) TowerCo must pay and is responsible for all duty payable on or in respect of this Agreement, the Site Licences and any transactions contemplated by them. TowerCo must indemnify the Operator on demand against any liability for that duty.

35. Governing Law

This Agreement and the Site Licences are governed by the laws of the Republic of Indonesia.

36. Language

This Agreement is drawn up and executed and each Site Licence will be drawn up in, executed in and interpreted in accordance with the English language.

37. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed in Indonesia

**Executed by PT PROFESIONAL
TELEKOMUNIKASI INDONESIA:**

/s/ Adam Gifari
Director Signature

Adam Gifari
Print Name

**Executed by PT HUTCHISON CP
TELECOMMUNICATIONS:**

/s/ Rajiv Sawhney
Director Signature

Rajiv Sawhney
Print Name

/s/ Steven J. Mudder
Witness Signature

Steven J. Mudder
Print Name

/s/ Frederic Brion
Witness Signature

Frederic Brion
Print Name

Schedule 1

Sites

[See Schedule 1 of the Tower Transfer Agreement dated March 18, 2008, which has been separately filed with the SEC as Exhibit 4.10]

Schedule 2

Reserved Capacity

The Reserved Capacity is all of the following capacity.

- (a) Subject to paragraphs (e) and (f) below, [***] square meters of Windload Factor per Tower at each Site and:
 - (i) if Operator Equipment is installed at a Site at the date of execution of the relevant Site Licence :
 - (A) the physical location on the Tower at that Site where the Operator Equipment is installed at the date of execution of the relevant Site Licence; and
 - (B) a vertical area of [***] the centreline of the Operator's RF antennas installed on the Tower at the date of execution of the relevant Site Licence; or
 - (ii) if no Operator Equipment is installed at a Site at the date of execution of the relevant Site Licence, a vertical area of [***] continuous meters at the highest physical location on the Tower at that Site where Equipment can be installed.
- (b) In relation to the ground space at a Site:
 - (i) if Operator Equipment is installed at a Site at the date of execution of the relevant Site Licence, the greater of:
 - (A) the physical location on the ground at that Site where the Operator Equipment is installed and/or stored; and
 - (B) [***] square meters on the ground at that Site contiguous to the area where Operator Equipment is already installed and/or stored; or
 - (ii) if no Operator Equipment is installed at a Site at the date of execution of the relevant Site Licence, [***] square meters on the ground at that Site to enable the Operator to install/store its reasonably required Operator Equipment.
- (c) In addition to (a) and (b) above, an additional [***] square meters on the ground at [***] of the Sites, the Sites and the physical location of the space to be determined by the Operator and notified to TowerCo within 6 months of the Commencement Date (subject to a permitted variation of up to [***] Sites after such date), to enable the Operator to install equipment shelters for the Operator's transmission Point of Presence (PoP) or other Operator Equipment at those Sites.
- (d) If required by the Operator, the use of cable trays, grounding and existing electricity cabling that supports the use of the physical locations on the Facilities and at the Sites identified above.

- (e) For [***] of the Sites, the Operator Equipment installed at the Site may [***], provided that the average Windload Factor over all of the Sites does not exceed [***] square meters. If the Operator does not transfer [***] Sites to TowerCo by the Final Date (as that term is defined in the Tower Transfer Agreement), then the number of Sites that may exceed a Windload Factor of [***] square meters shall be [***]% of the actual number of Sites transferred to TowerCo as at the Final Date. The capacity on any of the [***] Sites in excess of the [***]% of actual Sites transferred shall be deemed to be Additional Capacity for the purposes of this Agreement.
- (f) If any sites are acquired by TowerCo other than under the Tower Transfer Agreement, up to [***]% of the number of all sites subject of a Site Licence may exceed a Windload Factor of [***] square meters, provided that the average Windload Factor over all such sites does not exceed [***] square meters.

Schedule 3

Service Level Agreement

1.1 ACCESS and SECURITY

- (a) TowerCo must appoint a person (with the relevant technical background) for each of the Operator's Regional Maintenance Centres (*RMC*) to monitor (remotely or physically at each Site, as required) the physical assets on the Site on a 24 hours, 7 days a week basis (the *Site Officer*). The identity of the Site Officers and terms of their appointment shall be notified to each RMC supervisor and to the Operator's Chief Technical Officer. The notice shall also include for each RMC:
 - (i) a 24 hours national hotline number;
 - (ii) a 24 hours RMC hotline number; and
 - (iii) an alternate number at national and RMC level.Site Officers may be changed upon 5 Working Days' prior written notice to the Operator.
- (b) The Site Officer will be responsible for the security of all Sites in each RMC and for monitoring and controlling access to all Sites in each RMC, including by:
 - (i) checking identity cards of people requesting access to a Site;
 - (ii) checking duty statements and authorization letters from TowerCo of people requesting access to a Site (in emergency cases only by Operator ID Card);
 - (iii) verifying duty statements and authorization letters with TowerCo's head office or regional office based on the request from the Operator to TowerCo; and
 - (iv) maintaining a log book of the identity of people accessing the Site.
- (c) Where possible, TowerCo shall use combination locks for the gates to each Site.
- (d) TowerCo will provide the Operator with the gate combination and one set of keys for those Sites that do not have combination locks. Except in an emergency, neither the Operator nor its Personnel will cut any locks to a Site.
- (e) Except in emergency situations, to arrange access to the Site for operational reasons, maintenance, installation, removal, upgrading or repair, and subject to paragraphs (b) and (f), the Operator will coordinate with TowerCo and provide at least 5 Working Days advance written notice using the Service-Access Reporting Control Sheet (the form of which is to be agreed by the parties within 7 days after the Commencement Date). If the Operator requests, TowerCo will use best efforts to permit the Operator to access the Site within 5 Working Days of receiving such notice.
- (f) In emergency situations, including where the Operator's services are interrupted by reason of, amongst other things, a failure of the BTS equipment, transmission equipment and/or other Operator Equipment located on the Site, TowerCo will give full, immediate, and unfettered access to the Operator Personnel to the Site and the Operator shall have access to the Site and to the Operator Equipment immediately and without notice. In such a case, the Service-Access Reporting Control Sheet will be sent at a later time.

- (g) In the case of regular operational or maintenance activities, for coordination purposes, the Operator must provide no less than 5 Working Days' prior written notice for access availability. Such notice may be made in writing, by SMS, facsimile transmission or electronic mail. If the Operator requests, TowerCo will use best efforts to permit access within 5 Working Days of receiving such notice.
- (h) TowerCo will be responsible, where required, for all co-ordination with landlords in order to secure access, and maintain secure access, to the Sites for the duration of the Site Licences.
- (i) TowerCo will be responsible for securing the Sites on a 24 hours, 7 days a week basis. All costs (including but not limited to administrative costs and non-contractual costs) associated with the security of the Sites will be the responsibility of TowerCo. TowerCo shall be responsible for resolving security situations at its sole cost, except to the extent that such costs were due to the negligent or wilful misconduct of the Operator or its Personnel or the breach by the Operator of this Agreement or any Site Licence.

1.2 CUSTOMER SERVICE

- (a) TowerCo will operate a 24 hours a day, 7 days a week centralized call centre for telephone, email, and fax communication between TowerCo and the Operator for Facilities and Site management issues (*Call Centre*).
- (b) For coordination, authorization and log purposes, all notification by the Operator requiring action by TowerCo will be made via:
 - (i) the Service-Access Reporting Control Sheet signed and faxed to the Call Centre;
 - (ii) automatic notification from the Operator's NOC, confirmed by telephone call and followed by submission of a Service-Access Reporting Control Sheet.
- (c) Following notification using the Service-Access Reporting Control Sheet to the Call Centre or from the Operator's NOC, TowerCo's staff will take action on the agreed upon response time identified in this Service Level Agreement.
- (d) Once every calendar quarter TowerCo will provide a Site status report to the Operator.

1.3 REPAIR & SERVICES

- (a) Repairs required for the Site, Facilities and Ancillary Equipments that occur in the normal course of events will be completed promptly by and at the sole cost of TowerCo. *Ancillary Equipment* is all equipment installed and owned by TowerCo or a third party for the due operation of the Site by TowerCo, without which the Site cannot be operated technically and/or in compliance with applicable Laws and regulations.
- (b) Once a Service-Access Reporting Control Sheet is received at the Call Centre from the Operator and is accepted and authorized by TowerCo, TowerCo shall forthwith take all necessary steps and shall work diligently to complete the repairs as set forth in clause 1.5 below.

- (c) TowerCo shall maintain the Sites such that the Operator's Business is not affected. Any necessary repairs affecting the normal operation of a Site shall be made by TowerCo without the Operator needing to request them.

1.4 REGULAR MAINTENANCE

TowerCo will carry out routine preventive maintenance to maintain the Site and the Facilities in good working condition, including the following:

- (a) Electricity
 - Testing and measurement of Grounding System
- (b) Lighting:
 - Replacement of outdoor, aviation, and tower lamp
- (c) Tower and Fence:
 - Repair damaged paint and rust, broken fencing etc.
- (d) Yard Maintenance:
 - Cut the grass inside the yard as needed and clean the yard area as needed.

The preventive maintenance must be carried out by TowerCo as many times as required but not less than 2 times per year.

1.5 SERVICES LEVEL EVENTS, PERFORMANCE TIMELINE AND CREDITS

SERVICE LEVEL EVENT, PERFORMANCE and CREDITS

A. ACCESS

| Examples of Event Classification Description | EVENT STATUS | | |
|----------------------------------------------------------------------------|--------------|-------|-------|
| | Severe | Major | Minor |
| I. TOWER | | | |
| 1 Damaged Tower Foundation (with risk of tower collapsing) | X | | |
| 2 Damaged Tower Foundation (no risk of collapsing) | | X | |
| 3 Damaged Tower (with risk of tower collapsing) | X | | |
| 4 Damaged Tower (no risk of collapsing) | | X | |
| 5 Damaged Tower Painting | | | X |
| 6 Broken Aviation/Tower Lighting | | | X |
| 7 Damaged or Missing/Stolen Tower Grounding | | X | |
| 8 Damaged cable trays | | X | |
| 9 Interference with Operator Equipment | | X | |
| 10 Theft or damage of Ancilliary Equipment | | X | |
| II. FENCE (compound enclosure) | | | |
| 1 Damaged Fence Foundation | | | X |
| 2 Minor Damage to Fence/Brick Wall (not reducing the barrier to entry) | | | X |
| 3 Major Damages to Fence/Brick Wall (making it easy for a person to enter) | | X | |
| 4 BRC Panel | | | X |
| 5 BRC Post/Pole | | | X |
| 6 Fence Door | | X | |
| 7 Fence Grounding | | | X |
| III. Compound | | | |
| 1 Lighting | | | X |

B STATUS DEFINITIONS

Severe: Upon occurrence of such event, there is an apparent risk to cause collateral damage to the surroundings

Major: Upon occurrence of such event, there is a risk to disturb regular site services

Minor: Upon occurrence of such event, there is no site services disruption risk

C. PERFORMANCE TIMELINES

| | Severe | Major | Minor |
|-------------------------|----------|----------|---------|
| Response Time | 1 hour | 1 hour | 4 hours |
| Restoration Time | 12 hours | 48 hours | n/a |
| Resolution Time | 7 days | 10 days | 14 days |

D. CREDITS

(i) The Operator shall be entitled to [***] for each Site in relation to which a “Severe” or “Major” event is not resolved within the Resolution Time for that type of event. The Operator shall be entitled to a further [***] or portion thereof for each affected Site for each period of [***] or portion thereof that the event remains unresolved.

(ii) If any “Minor”, “Major” or “Severe” event results in a service interruption of Operator Equipment installed at a Site and such service interruption continues beyond any applicable Performance Timeline, then the Operator shall be entitled to [***] beyond any applicable Performance Timeline. The Operator shall be entitled to a further [***] for each [***] or portion thereof during which the service interruption continues.

(iii) TowerCo acknowledges that the credits set out in paragraphs (i) and (ii) above are a genuine pre-estimate of the loss that will be suffered by the Operator as a result of TowerCo’s failure to resolve the events listed in this paragraph 1.5 within the applicable Performance Timelines.

Schedule 4

Bargain Purchase Option

1. Bargain Purchase Option at end of initial 12 year Site Lease

If the Bargain Purchase Option is triggered under clause 2.2(b)(ii) of this Agreement, then TowerCo must:

- (a) assign or transfer in favour of the Operator or its nominee all right, title and interest in all of the Facilities at each of the Option Sites; and
- (b) assign, novate or transfer in favour of the Operator or its nominee all right, title and interest in each of the Head Leases at each of the Option Sites,

for a price equal to the aggregate of:

- (c) the Option Price; and
- (d) the written down value of the pre-paid Head Lease at that time,

and on the basis that:

- (e) no further Lease Fees of any type will be due to TowerCo;
- (f) the Operator will be responsible for its pro rata share (based on the number of current tenants) of the operation and maintenance costs on the Option Sites (and a service contract shall be entered into to facilitate this); and
- (g) TowerCo will be entitled to retain and enforce all Revenue Contracts on the Option Sites, provided that TowerCo will be responsible for the operation and maintenance services for the Revenue Contracts and the Operator will allow TowerCo to give effect to such Revenue Contracts (and shall not do anything to frustrate such undertaking), but otherwise have no responsibility or liability in relation to the Revenue Contracts.

In this regard, TowerCo and the Operator or its nominee shall enter into an agreement under which TowerCo will continue to be able to enjoy the benefits of and be liable for the obligations under each of the Revenue Contracts at each of the Option Sites. TowerCo must indemnify and hold harmless the Operator, its Personnel and nominees for and against any loss, liability, cost, expense or claim (including reasonable legal expenses) arising in connection with those Revenue Contracts, except to the extent caused by the negligence or wilful misconduct of the Operator, its Personnel or nominees or the breach by the Operator of this Agreement and any Site Licence.

The Operator may only trigger the Bargain Purchase Option in relation to a Site under this paragraph 1:

- (h) within five (5) Working Days after the 12th anniversary of the Completion Date for such Site; and

- (i) within five (5) Working Days after the 18th anniversary of the Completion Date for such Site (if any).

2. Bargain Purchase Option on failure to extend a Head Lease

If the Bargain Purchase Option is triggered under clause 8.2(c)(ii) of this Agreement, then TowerCo must:

- (a) assign or transfer in favour of the Operator or its nominee all right, title and interest in all of the Facilities at each of the Option Sites; and
- (b) if permitted by the Head Lessor, assign, novate or transfer in favour of the Operator or its nominee all right, title and interest in each of the Head Leases at each of the Option Sites (where such Head Leases remain in force),

for the Option Price and on the basis that no further Lease Fees of any type will be due to TowerCo.

3. Bargain Purchase Option at Default

If the Bargain Purchase Option is triggered under clause 14 of this Agreement, then TowerCo must:

- (a) assign or transfer in favour of the Operator or its nominee all right, title and interest in all of the Facilities at each of the Option Sites;
- (b) assign, novate or transfer in favour of the Operator or its nominee all right, title and interest in each of the Head Leases at each of the Option Sites; and
- (c) assign, novate or transfer in favour of the Operator or its nominee all right, title and interest in each of the Revenue Contracts at each of the Option Sites,

for the Option Price, on the basis that no further lease fees, including the Lease Fees and any third party fee under the Revenue Contracts, of any type will be due to TowerCo.

TowerCo must indemnify and hold harmless the Operator, its Personnel and nominees for and against any loss, liability, cost, expense or claim (including reasonable legal expenses) arising in connection with the Revenue Contracts, except to the extent caused by the negligence or wilful misconduct of the Operator, its Personnel or nominees or the breach by the Operator of this Agreement and any Site Licence.

4. Definitions

For the purposes of this Schedule 4 (*Bargain Purchase Option*), the following definitions apply:

Option Price means the price to be paid by the Operator to TowerCo for the exercise of the Bargain Purchase Option for an Option Site. The Option Price is to be determined as at the date of exercise of the relevant Bargain Purchase Option as follows:

| <u>Date of Notice to Exercise of Bargain Purchase Option</u> | <u>Option Price</u> |
|------------------------------------------------------------------------------------------|---------------------------------------|
| Prior to the 1 st Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 2 nd Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 3 rd Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 4 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 5 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 6 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 7 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 8 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 9 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 10 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 11 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 12 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 13 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 14 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 15 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 16 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| Prior to the 17 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |
| On or after the 17 th Anniversary of the Completion Date for that Option Site | [***]% of the Per Site Purchase Price |

Option Sites means the applicable Sites as determined under the clause of this Agreement triggering the Bargain Purchase Option.

Schedule 5

Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Affected Sites has the meaning given in Schedule 8 (*Step-in Rights*).

Agreement means this Master Lease Agreement.

Arbitration Law means Indonesian Law No 30 of 1999 concerning arbitration and alternative dispute resolution.

Assets has the meaning give in clause 25.1(a).

Auditor means, in the context of clause 17, an independent third party agreed to by the parties or, failing agreement, the Operator's then current auditor. As at the Commencement Date the Auditor is KAP Haryanto Sahari & Rekan (Pricewaterhouse Coopers).

Bargain Purchase Option means any one of the options, as applicable, described in Schedule 4 (*Bargain Purchase Option*).

Build to Suit Agreement means a build to suit agreement based on a term sheet entered into by the parties on or about the date of this Agreement.

Capitalised Monthly Lease Fee has the meaning given in clause 7.1.

Commencement Date means the date of this Agreement.

Completion has the same meaning given to that term in the Tower Transfer Agreement.

Completion Date in relation to a Site means the date on which Completion occurs in respect of such Site under the Tower Transfer Agreement.

Confidential Information means all information which is confidential or proprietary:

- (a) in the case of TowerCo, to TowerCo or any member of the TowerCo Group, including (without limitation):
 - (i) information which is confidential or proprietary to a third party and used or disclosed pursuant to, or in connection with, this Agreement by TowerCo under licence from such third party; and
 - (ii) information which is confidential or proprietary to TowerCo or any member of the TowerCo Group which has been obtained by the Operator from any other member of the Operator Group or from any person on behalf of any other member of the Operator Group;
- (b) in the case of the Operator, to the Operator or any member of the Operator Group, including (without limitation):
 - (iii) information which is confidential or proprietary to a third party and used or disclosed pursuant to, or in connection with, this Agreement by the Operator under licence from such third party; and

(iv) information which is confidential or proprietary to the Operator or any member of the Operator Group which has been obtained by TowerCo from any other member of the TowerCo Group or from any person on behalf of any other member of the TowerCo Group;

(c) to both parties, including (without limitation) the terms and conditions of this Agreement,

but does not include any such information:

(d) which is independently developed by the receiving party outside the scope of this Agreement;

(e) which is other confidential or proprietary information obtained from sources independent of either party (other than, for the avoidance of doubt, information obtained from any other member of the Operator Group, in the case of the Operator Confidential Information, or the TowerCo Group, in the case of TowerCo Confidential Information, or from any person on behalf of any other member of that Group);

(f) which was publicly available at the time of receipt or the date of this Agreement, otherwise than as a result of a breach of an obligation of confidence; or

(g) which was known to a party at the time of receipt or becomes publicly available after the execution of this Agreement, otherwise than as a result of a breach of an obligation of confidence.

Current Shareholders means the shareholders of TowerCo, Pan-Asia Tower Pte. Ltd and Pan-Asia Tower Investment Limited as at the Commencement Date and set out in Annexure E.

Deal Terms has the meaning given in clause 25.3(b).

EME Claim has the meaning given in clause 21.

Equipment means any equipment at a Site and includes:

(a) antennas, microwave dishes, satellite dishes mounting brackets and sidearms;

(b) associated transmission equipment, power plant (including solar panels and standby electricity generators), and air conditioning plant;

(c) BTS, Base Station Controller (BSC) and other telecommunications equipment;

(d) associated feeders, waveguides, waveguide pressuring equipment, gland plates and connectors;

(e) related cabling, grounding kits and weather proofing kits;

(f) prefabricated modules, risers, equipment shelters or other structures housing any of (a) to (e) including any structure or shelter that houses telecommunications and other related equipment;

(g) cable trays and metering to individual connections; and

(h) such other equipment as may be agreed from time to time by the parties.

Expansion Cabinets means cabinets that expand the capacity of the BTS, with dimensions that are similar to the BTS.

Facilities means the communications towers and related infrastructure acquired by TowerCo under the Tower Transfer Agreement, or any replacement of such infrastructure, and includes all infrastructure located on a Site which is affixed to land such as Towers, monopoles, masts or similar structures, the lighting (including aviation lighting), utility trenches, access structures or ladders, safety barriers, fencing, combination locks, all improvements to those facilities and, where the context requires, includes the Site, building on the Site and structure on the Site on which such infrastructure is located but excluding all Equipment. For the avoidance of doubt, the Facilities include all facilities existing as at the Commencement Date or subsequently constructed, which are acquired by TowerCo under the terms of the Tower Transfer Agreement.

Force Majeure Event has the meaning given in clause 27.

Fundamental Breach means the occurrence of any one or more of the following events of circumstances:

- (a) a change of control (as defined in clause 25.2(b)) occurs without the prior written consent of the Operator;
- (b) TowerCo abandons the Sites;
- (c) Site Leases which represent more than [***]% of all Sites transferred to TowerCo under the Tower Transfer Agreement have been terminated under clause 14.1 as a result of default by TowerCo; or
- (d) TowerCo ceases to perform the Services in the manner required by this Agreement on a regular basis and to such degree that the integrity of the Operator's telecommunications system in Indonesia is materially and adversely affected.

Future Facilities means any Tower and related infrastructure on any Future Sites.

Future Sites means any sites the subject of the Put and Call Option and the Build to Suit Agreement.

Group means the TowerCo Group or the Operator Group, as the context requires.

Head Lease means the lease, licence or other right of use or occupation existing between TowerCo and the relevant Head Lessor of the Site and in a Site Licence means the Head Lease specified in that Site Licence.

Head Lessor means the landlord described in the relevant Site Licence, being the owner of the Site or a person with the power or right to grant a right of occupation of the Site for the operation of the Facilities.

ICC means the International Chamber of Commerce.

Industry Standard means a standard generally recognised internationally by the telecommunications industry or the tower infrastructure provider industry, as applicable, as a standard for use in that industry.

Insolvency Event means, in relation to any of the parties (as the case may be), any of the following events:

- (a) an order is made for its winding up or a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up or any such resolution is passed, and such actions are not dismissed within 60 days;

- (b) the revocation of a party's business licence that results in the liquidation of that party;
- (c) a receiver (*kurator*) (including any administrative receiver or temporary *kurator*) or similar person is appointed in respect of the whole or any part of any of its property, assets or undertaking or any step is taken by any person to enforce any rights under or pursuant to any security interest of any kind over any of its undertaking, property or assets;
- (d) an administrator is appointed (whether by the court or otherwise) or any step is taken (whether in or out of court) for the appointment of an administrator or any notice is given of an intention to appoint an administrator, and such actions are not dismissed within 60 days;
- (e) any distress, execution or other process is levied or applied for in respect of the whole or any part of any of its property, assets or undertaking which is not remedied within 30 days;
- (f) any composition in satisfaction of its debts or scheme of arrangement of its affairs or compromise or arrangements between it and its creditors and/or members or any class of its creditors and/or members is proposed, sanctioned or approved;
- (g) a party is placed (and remains) under bankruptcy proceedings or suspension of payments proceeding (*penundaan kewajiban pembayaran utang*) proceedings under the Indonesian Bankruptcy Law or it becomes insolvent under any applicable legislation, and such actions are not dismissed within 60 days;
- (h) a party is placed (and remains) under official management or made (and remains) subject to statutory management under the Indonesian Companies Law, and such actions are not dismissed within 60 days; or
- (i) any event analogous to any of the above occurs in any jurisdiction in which any of the parties is incorporated, carries on business or has any assets.

Joint Operations Committee means the committee established under clause 30.

Key Personnel has the meaning given in clause 28.

Laws means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct non-adherence with which would lead to sanction, industry codes agreed to by TowerCo and the Operator or which otherwise apply to TowerCo and the Operator, writs, orders, injunctions, judgments, determinations, and statutory licence conditions.

Lease Fee means the fee payable by the Operator for the access, occupation and use of Reserved Capacity and Additional Capacity at the Sites, which fee is calculated in accordance with clauses 3.2 and 7.1(b).

Make Ready Work means the work that is reasonably necessary to make a Site ready for installation of any Operator Equipment or changes thereto which may include:

- (a) structural analysis of the Facilities;

- (b) to the extent possible using best efforts, strengthening, modifying or augmenting Facilities as necessarily and proportionally required to condition the Facilities to bear the wind and weight loading directly added by the Operator Equipment;
- (c) constructing, installing or modifying the head frames, cable risers, cable trays and other Facilities' fittings required to house the other existing equipment on the Facilities;
- (d) where the Facilities are replacement Facilities, removing the existing Facilities if required;
- (e) constructing new or replacement Facilities, including all design, approval and construction work and the doing of all things required by relevant Laws;
- (f) installing, modifying or augmenting security arrangements (where the parties agree that it is reasonable to do so);
- (g) the provision of temporary facilities (if reasonably available) to accommodate existing equipment;
- (h) to the extent possible using best efforts, obtaining any consent, license or permission from any Head Lessor or other third party required for any Make Ready Work; and
- (i) any other matters specified by the parties from time to time.

Operating Licence means the license granted or any licence to be granted to the Operator under which the Operator has the right: (a) to own, install and operate a mobile telecommunications network; and (b) to provide mobile telecommunications services in Indonesia.

Operator's Business has the meaning given in Recital B and includes all activities in relation to the installation, maintenance and operation of a communications network, transmission networks and related services.

Operator Equipment means any Equipment installed, owned and/or operated by the Operator at the Sites for the purposes of the Operator's Business, and such other equipment as may be specified from time to time by the Operator.

Operator Group means any holding company of the Operator and each and all of their subsidiaries now or from time to time.

Operator Lenders has the meaning given in clause 26.

Original Structural Capacity means the capacity of a Tower to support the weight and Windload Factor of Equipment, as at the Completion Date of the relevant Site.

Overblust means the installation of infrastructure to connect and/or upgrade the existing electrical power grid to the meter location at a Site, including transformers, poles, electrical cables, connectors or any other item necessary to upgrade or extend a power connection to a Site.

Per Site Purchase Price means USD[***].

Personnel means the employees, officers, contractors, agents or advisors of a party.

Principles of Migration means the principles of migration set out in Schedule 7 (*Principles of Migration*).

Proposed Disposal has the meaning given in clause 25.3(a).

Purchase Price means the amount paid by TowerCo for all of the assets acquired by TowerCo under the Tower Transfer Agreement.

Put and Call Option means a put and call option agreement based on a term sheet entered into by the parties on or about the date of this Agreement.

Renewal Site Term has the meaning given in clause 2.2.

Required Consents means the consents, authorisations, licences and approvals required to be obtained from a third party, including relevant Head Lessors, to operate the Facilities and the Sites and to grant the rights to the Operator and its Personnel as contemplated by this Agreement and includes:

- (a) permits, approvals or licences required from any governmental, regulatory or public authority, agency or body, including any community body; and
- (b) any consent of any owner, lessor, licensor or mortgagee.

Reserved Capacity means, in relation to a Facility or Site, the capacity reserved for the Operator on that Facility or Site, as specified in Schedule 2 (*Reserved Capacity*) and the relevant Site Licence.

Resolution Time means the time during which TowerCo must resolve an event under the SLA and restore the relevant Site to the same or better condition as it was in prior to the occurrence of the event.

Response Time means the time during which TowerCo must acknowledge that an event under the SLA has occurred and start planning any required action to remedy the event.

Restoration Time means the time during which TowerCo must put in place measures to prevent or minimize further damage at a Site until the final resolution of an event under the SLA.

Revenue Contracts means any sub-lease, licence, sub-licence or other rights granted by TowerCo to allow a third party to access, use, or co-locate with the Operator on the Facilities or at a Site.

Service Level Agreement or *SLA* means the agreement set out in Schedule 3 (*Service Level Agreement*).

Site means a site acquired by TowerCo under the Tower Transfer Agreement which is, or which will be at the time required by the Operator, owned, leased, licensed, controlled or managed by TowerCo and on which the Facilities are, or will be, located. An indicative list of the Sites as at the Commencement Date is set out in Schedule 1 (*Sites*)

Site Access Rules has the meaning given in clause 6.5(b).

Site Licence means a licence or lease enabling the Operator to access and use the Reserved Capacity or, if applicable, Additional Capacity on the Facilities and a Site, which is entered into by the parties in accordance with this Agreement and is substantially in the form set out in Annexure A.

Step-in Rights means the Operator's right as set out in Schedule 8 (*Step-in Rights*).

Structural Life means in relation to a Facility, the period during which it is economically viable to continue to maintain a Facility rather than replace it with a new Facility, as reasonably determined by the Operator in accordance with Industry Standards.

Suitable Third Party has the meaning given in clause 25.4(b).

Term means the term of this Agreement and has the meaning set out in clause 2.1.

Tower means a tower, monopole or similar antenna support structure.

TowerCo Group means any holding company of TowerCo and each and all of their subsidiaries now or from time to time.

TowerCo Lenders has the meaning given in clause 26.

Tower Transfer Agreement means the agreement signed by the parties on or before the date of this Agreement relating to the sale by the Operator to TowerCo of the Facilities and transfer of related lease and licences at the Sites, a copy of which is attached as Annexure D.

Windload Factor means the loading for Equipment mounted on a Tower at a Facility and measured as the surface area of the relevant Equipment facing towards the horizon from the center of the Tower.

Working Day means a day not being a Saturday, Sunday or statutory holiday in Indonesia.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this Agreement.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals and schedules and annexures to that agreement or document.
- (g) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to IDR is to Indonesian currency.
- (l) A reference to USD is to United States Dollars.

- (m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (n) Any conflict, inconsistency or ambiguity between the terms and provisions of the following documents will be resolved in accordance with the descending order of precedence so that the document described first takes precedence over those subsequently described:
 - (i) this Master Lease Agreement;
 - (ii) any Site Licence; and
 - (iii) the Site Access Rules.
- (o) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (p) A reference to a party using its *best efforts* does not include a reference to that party paying money in circumstances that are commercially onerous or unreasonable in the context of this Agreement or agreeing to commercially onerous or unreasonable conditions.

Schedule 7**Principles of Migration**

The parties will develop a process and set of principles that apply where TowerCo is required to migrate Operator Equipment to another Site. It will include a process for the identification of potential migration Sites (location, specification etc within a designated area) and selection of an actual migration Site. Lease Fee payments shall not operate to the prejudice of the Operator. If the Operator wishes to move to another TowerCo site, then TowerCo must give the Operator the last right of refusal in relation to moving to the site.

Schedule 8

Step-in Rights

If the Operator exercises the Step-in Rights under this Agreement it may do so on the following terms and conditions.

- (a) The Operator, or any third party identified by it, shall be entitled to perform, to the exclusion of TowerCo, all of TowerCo's rights and obligations under this Agreement relating to the relevant Site or Sites.
- (b) The Operator shall provide not less than 5 Working Days notice prior to the commencement of the exercise of its Step-in Rights (and shall identify the Sites in respect of which it shall exercise Step-in Rights (the *Affected Sites*), and may give 5 Working Days notice at any time that it wishes to cease exercising Step-in Rights (and the period during which it is exercising such Step-in Rights shall be the *Step-in Period*).
- (c) During the Step-in Period:
 - (i) the Operator will be released from any obligation to pay any Lease Fee in respect of any Affected Sites; and
 - (ii) TowerCo shall be responsible for the Operator's reasonable and evidenced costs of exercising the Step-in Rights and shall pay such amounts within 5 Working Days of presentation of a written request for the same (such costs may, at the Operator's option, be deducted from any amount due to TowerCo).
- (d) TowerCo shall indemnify and hold harmless the Operator, its Personnel and any third party referred to in paragraph (a), for and against all loss, liability, cost, expense or claim (including reasonable legal expenses) arising in connection with the exercise of the Step-in Rights in accordance with this Agreement, except to the extent caused by the negligence or wilful misconduct of the Operator, its Personnel or that third party or the breach by the Operator of this Agreement and any Site Licence.
- (e) The Operator shall indemnify and hold harmless TowerCo and its Personnel for and against all loss, liability, cost, expense or claim (including reasonable legal expenses) arising in connection with the exercise of the Step-in Rights in accordance with this Agreement if determined that the exercise was invalid, except to the extent caused by the negligence or wilful misconduct of TowerCo or its Personnel or the breach by TowerCo of this Agreement and any Site Licence.

Schedule 9

Form of Notice for Change to Operator Equipment



Colocation Application Form

Date: _____
 Rev: _____

PROTELINDO SITE ID :

City : _____ Region : _____ Tower Height : _____
 Longitude : _____ Latitude : _____ Tower extension required? YES NO
 Vertical Space on Tower: ___ m (from: ___ m to ___ m)

CLIENT : _____ CLIENT SITE ID : _____
 Client contact : _____ Phone number : _____

This application is valid for 15 calendar days.

1. BTS ANTENNAS (RF)

| Item | ANTENNA DETAILS | | | | | | | CABLES | |
|------|-----------------------------|------------|-------|--------------|-------|----------------------------|----------|--------|----------|
| | e - exist n - new f - | Height (m) | Quant | Manufacturer | Model | Dimensions (mm) (LxWxD) | Azim (°) | Quant | Size (") |
| 1.1 | | | | | | | | | |
| 1.2 | | | | | | | | | |
| 1.3 | | | | | | | | | |
| 1.4 | | | | | | | | | |

Remarks:

2. MW ANTENNAS (Transmission)

| Item | ANTENNA DETAILS | | | | | | | CABLES | |
|------|-----------------------------|------------|-------|--------------|-------|--------------|----------|--------|----------|
| | e - exist n - new f - | Height (m) | Quant | Manufacturer | Model | Diameter (m) | Azim (°) | Quant | Size (") |
| 2.1 | | | | | | | | | |
| 2.2 | | | | | | | | | |
| 2.3 | | | | | | | | | |
| 2.4 | | | | | | | | | |

Remarks:

3. AMPLIFIERS (TMA/ODU)

| Item | AMPLIFIER DETAILS | | | | | | | CABLES | |
|------|-----------------------------|------------|-------|--------------|-------|----------------------------|----------|--------|----------|
| | e - exist n - new f - | Height (m) | Quant | Manufacturer | Model | Dimensions (mm) (LxWxD) | Azim (°) | Quant | Size (") |
| 3.1 | | | | | | | | | |
| 3.2 | | | | | | | | | |
| 3.3 | | | | | | | | | |
| 3.4 | | | | | | | | | |

Remarks:

4. SHELTER REQUIREMENTS

TYPE OF EQUIPMENT REQUIRED : INDOOR (SHELTER) OUTDOOR (CABINET)
 EQUIPMENT PAD DIMENSIONS : length : _____ width : _____
 ELECTRICITY REQUIREMENTS : kVA : _____ n x A (phases) : _____

Remarks:

| | | | |
|-----------------|-----------------|------------|--------|
| Account Manager | Quality Control | Colocation | Client |
| | | | |
| Date | Date | Date | Date |

* The requested Coax Cable size is greater than the specification allowed in the MLA. Lessee must install the cables using a feeder cable clamp to reduce the wind loading effect on the tower.

Annexure A
Standard Site Licence

[DATE]

PT. Hutchison CP Telecommunications
10th Floor Menara Mulia
Jl. Jend. Gatot Subroto Kav. 9-11
Jakarta 12930
Indonesia

This Site Licence is issued by PT Profesional Telekomunikasi Indonesia (***TowerCo***) under the terms of the Master Lease Agreement dated [XXX] entered into by and between TowerCo and **PT. Hutchison CP Telecommunications** (the *Lessee*) (the ***Master Lease Agreement***).

Terms not otherwise defined in this Site Licence shall have the meaning given to them in the Master Lease Agreement.

The Site Licence is subject to the terms and conditions of the relevant Head Lease, as at the date of the Site Licence and if any amendments or renewals are made to the relevant Head Lease by TowerCo then these will only apply to the extent that TowerCo is in compliance with clauses 8.1(b) and (c) of the Master Lease Agreement.

A copy of the Head Lease relating to the Site covered by this Site Licence is attached as Attachment A.

Upon the execution of this Site Licence and in consideration of the payment of the Lease Fee, the Lessee is granted an exclusive right to install, operate and maintain the Operator Equipment within the Reserved Capacity identified below on the Facilities at the Site for the purpose of operating the Operator's Business.

Site Information:

Site Name: _____

Site Number: _____

Coordinates:

Latitude: _____

Longitude: _____

Facilities Information:

Height of Tower: meters

Type of Tower:

Self-supported

Guide tower

Monopole

Other, specify

Fees, Site Licence Term and other provisions:

Base Lease Fee:

Additional Lease Fee due to Additional Capacity:

Reference is hereby made to the following provisions of the Master Lease Agreement:

- (a) clause 2.2 in relation to the commencement date of the Site Licence and the duration of the Site Licence (including renewal periods);
- (b) clause 5 in relation to access and use of the Site;
- (c) clause 6 in relation to services to be provided by TowerCo at the Site;
- (d) clause 7 in relation to the Lease Fee payable;
- (e) clause 9 in relation to interference management;
- (f) clause 10 in relation to maintenance and repair;
- (g) clause 14 in relation to termination of the Site Licence; and
- (h) any other terms or conditions of the Master Lease Agreement that relate to the rights and obligations of a party at a Site.

Location/Identification of the Reserved Capacity at the Site:

The vertical area from meters to meters on the Tower (measured from the base of the Tower).

The mounting height at meters on the Tower measured from the base of the Tower, for Operator Equipment installed on a Tower as at the Completion Date.

A maximum Windload Factor of [***] square meters (unless increased by a written amendment to this Site Licence in accordance with paragraphs (e) and (f) of Schedule 2 (*Reserved Capacity*) of the Master Lease Agreement).

Information on Operator Equipment Installed on the Facilities:

| <u>Antennas</u> | | | | | | | <u>Cables</u> | |
|-------------------------------------|--------------|---------------------|--------------|-------------------|----------------------------------|-----------------|---------------|-----------------|
| <u>Type</u> <u>(MW/RF/Other)</u> | <u>Quant</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Height (m)</u> | <u>Dimensions</u> <u>(mm)</u> | <u>Azim (°)</u> | <u>Quant</u> | <u>Size (f)</u> |

(As updated by the parties from time to time.)

The Site Layout is attached to this Site Licence as Attachment B.

The space designated for the location of ground based Operator Equipment and/or shelter is described on Attachment B.

Upon execution of this Site Licence, this Site Licence shall become part of the Master Lease Agreement and the parties agree to be bound by the provisions of the Master Lease Agreement.

Any of the parties may cause this Site Licence and the Master Lease Agreement to be registered at the Public Registry of Property of the location of the Site, as specified above.

This Site Licence may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed in Indonesia

**Executed by PT PROFESIONAL
TELEKOMUNIKASI INDONESIA:**

Director Signature

Print Name

**Executed for PT HUTCHISON CP
TELECOMMUNICATIONS by its attorney:**

Attorney Signature

Print Name

Attachment A

HEAD LEASE

Attachment B

SITE LAYOUT

Page 77

Annexure B

Form of Notice of Acknowledgement (TowerCo Lenders)

[on the letterhead of TowerCo]

To: [name of TowerCo's Lender]
[insert address]
(the "TowerCo Lender")

Copy to: PT Hutchison CP Telecommunications
10/F Menara Mulia, Jl. Jend. Gatot Subroto
Jakarta Selatan, 12930, Indonesia

Notice of Acknowledgement

, 20[—]

Dear Sir,

We refer to a certain Master Lease Agreement entered into by [insert name of Towerco] (**TowerCo**) and PT Hutchison CP Telecommunications (the **Operator**) whereby, inter alia, the Operator is granted: (1) the right to access certain sites and facilities; and (2) the right to use certain sites and facilities for the purpose of the Operator's telecommunications business in Indonesia (the **Master Lease Agreement**).

We also refer to: (1) a certain agreement entered into by TowerCo and the TowerCo Lender whereby, inter alia, the TowerCo Lender has [describe facility/financing] (the **Financing Agreement**); and (2) a certain agreement entered into by the same parties whereby, inter alia, TowerCo has granted to the TowerCo Lender [describe security] (the **Security**).

We hereby give you notice that in the event of a breach of our obligations towards you under the Financing Agreement or any other event resulting in your exercise of the rights granted to you under the Security and/or under the Financing Agreement, any exercise of the rights granted to you under the Security and/or the Financing Agreement is not granted over any equipment owned or used by the Operator at the sites or facilities referred to under the Master Lease Agreement, which remains and will remain under the exclusive ownership of the Operator or its nominee.

By countersigning this Notice of Acknowledgement, you further agree that the exercise of the rights granted under the Financing Agreement and/or under the Security shall not in any manner whatsoever affect the Operator's rights granted under the Master Lease Agreement, including but not limited to; (1) the right to access certain sites and facilities; (2) the right to use certain sites and facilities for the Operator's telecommunications business in Indonesia; and (3) Bargain Purchase Option rights and Step-in Rights.

This Notice of Acknowledgment is established in two (2) originals. Please countersign both originals to acknowledge agreement to the above and return one (1) set to the Operator.

Sincerely,

For and on behalf of [TowerCo]

Name:

Title:

Acknowledged and agreed by

For and on behalf of [TowerCo Lender]

Name:

Title:

Annexure C

Form of Notice of Acknowledgement (Operator Lenders)

[on the letterhead of Operator]

To: [name of Operator's Lender]
[insert address]
(the "Operator Lender")

Copy to: [TowerCo]

Notice of Acknowledgement

, 20[—]

Dear Sir,

We refer to a certain Master Lease Agreement entered into by [insert name of TowerCo] (**TowerCo**) and PT Hutchison CP Telecommunications (the **Operator**) whereby, inter alia, the Operator is granted: (1) the right to access certain sites and facilities, and (2) the right to use certain sites and facilities for the purpose of the Operator's telecommunications business in Indonesia (the **Master Lease Agreement**).

We also refer to: (1) a certain agreement entered into by the Operator and the Operator Lender whereby, inter alia, the Operator Lender has [describe facility/financing] (the **Financing Agreement**); and (2) a certain agreement entered into by the same parties whereby, inter alia, the Operator has granted to the Operator Lender [describe security] (the **Security**).

We hereby give you notice, that in the event of a breach of our obligations towards you under the Financing Agreement or any other event resulting in your exercise of the rights granted to you under the Security and/or under the Financing Agreement, any exercise of the rights granted to you under the Security and/or the Financing Agreement is not granted over the sites and/or facilities referred to under the Master Lease Agreement, which remain and will remain under the exclusive ownership of TowerCo.

By countersigning this Notice of Acknowledgement, you further agree that the exercise of the rights granted under the Financing Agreement and/or under the Security shall not in any manner whatsoever affect TowerCo's rights granted under the Master Lease Agreement.

This Notice of Acknowledgment is established in two (2) originals. Please countersign both originals to acknowledge agreement to the above and return one (1) set to TowerCo.

Sincerely,

For and on behalf of [Operator]

Name:

Title:

Acknowledged and agreed by

For and on behalf of [Operator Lender]

Name:

Title:

Annexure D
Tower Transfer Agreement

[Separately filed with the SEC as Exhibit 4.10]

Annexure E

Current Shareholders

PT. Professional Telekomunikasi Indonesia

- Pan- Asia Tower Pte Ltd (Singapore)
- PT Illuminate (Indonesia)

Pan-Asian Tower Pte Ltd (Singapore)

- Pan-Asian Tower Investments Limited (Mauritius)

Pan-Asian Tower Investments Limited (Mauritius)

- Pan-Asia Tower Holdings Limited (Mauritius)
- Vinings Capital Ventures Limited (Mauritius)
- Blue Structure Indonesia Limited (Mauritius)
- Borland Investments Limited (Mauritius)

**CERTIFICATIONS PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Dennis Pok Man Lui, certify that:

1. I have reviewed this annual report on Form 20-F of Hutchison Telecommunications International Limited (the “Company”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors:
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: May 27, 2009

/s/ Dennis Pok Man Lui

Name: Dennis Pok Man Lui

Title: Chief Executive Officer

**CERTIFICATIONS PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Christopher John Foll, certify that:

1. I have reviewed this annual report on Form 20-F of Hutchison Telecommunications International Limited (the “Company”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors:
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: May 27, 2009

/s/ Christopher John Foll

Name: Christopher John Foll

Title: Chief Financial Officer

CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Annual Report of Hutchison Telecommunications International Limited (the "Company") on Form 20-F for the year ending December 31, 2008 (the "Report"), the undersigned officers of the Company hereby certify, pursuant to 18 U.S.C. § 1350, promulgated under Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 27, 2009

/s/ Dennis Pok Man Lui

Name: Dennis Pok Man Lui
Title: Chief Executive Officer

/s/ Christopher John Foll

Name: Christopher John Foll
Title: Chief Financial Officer