

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** When considering what action you should take, you are recommended immediately to seek your own financial advice from your stockbroker, bank manager, attorney, accountant or other independent financial adviser.

If you have sold or otherwise transferred all your TTI ADSs (as defined below), please pass this document and all accompanying documents as soon as possible to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. However, such documents must not be distributed, forwarded or otherwise transmitted in or into any jurisdiction where it would be unlawful to do so.



**TECHTRONIC INDUSTRIES COMPANY LIMITED**  
**創科實業有限公司**

*(Incorporated in Hong Kong with limited liability)*  
**(Stock code: 669)**

**LETTER OF TRANSMITTAL**

**To Accept the Offer (the “TTI ADS Offer”) by  
CORDLESS INDUSTRIES INC.**

**to acquire outstanding foreign invested shares,  
par value HK\$0.10 per share (“TTI Shares”),  
represented by American Depositary Shares of  
TECHTRONIC INDUSTRIES COMPANY LIMITED**

**Pursuant to the Composite Offer and Response Document  
dated 4 June, 2007 (the “Composite Document”)**

**UNLESS THE TTI ADS OFFER HAS PREVIOUSLY BECOME OR BEEN DECLARED UNCONDITIONAL, REVISED OR EXTENDED, THE INITIAL OFFER PERIOD (AS DEFINED IN THE COMPOSITE DOCUMENT) WILL EXPIRE AT 4:00 P.M. (HONG KONG TIME) ON TUESDAY, 3 JULY, 2007 (THE “FIRST CLOSING DATE”). BECAUSE OF THE TIME DIFFERENCE BETWEEN HONG KONG AND NEW YORK CITY, UNLESS THE TTI SHARE OFFER HAS PREVIOUSLY BECOME OR BEEN DECLARED UNCONDITIONAL, REVISED OR EXTENDED, ACCEPTANCES OF THE TTI ADS OFFER BY HOLDERS OF AMERICAN DEPOSITARY SHARES OF TECHTRONIC INDUSTRIES COMPANY LIMITED (“TTI”), EACH REPRESENTING FIVE TTI SHARES (“TTI ADSs”), MUST BE RECEIVED BY THE US TENDER AGENT BY NOT LATER THAN 5:00 P.M. (NEW YORK CITY TIME) ON MONDAY, 2 JULY, 2007 (THE “ADS ACCEPTANCE DEADLINE”).**

**HOLDERS OF TTI ADSs MAY WITHDRAW AN ACCEPTANCE OF THE TTI ADS OFFER AT ANY TIME ON OR PRIOR TO THE FIRST CLOSING DATE OR, IF THE TTI SHARE OFFER HAS BEEN EXTENDED, AT ANY TIME PRIOR TO THE EXPIRATION OF SUCH EXTENDED PERIOD. THE RIGHT OF TTI ADS HOLDERS TO WITHDRAW ACCEPTANCES OF THE TTI ADS OFFER WILL TERMINATE FROM AND AFTER THE TIME THE TTI ADS OFFER BECOMES OR IS DECLARED UNCONDITIONAL.**

*The US Tender Agent for the TTI ADS Offer in respect of TTI Shares represented by TTI ADSs is:*

**The Bank of New York**

**Telephone Assistance –  
1-800-507-9357**

*By Mail:*

The Bank of New York  
Tender & Exchange Department  
P.O. Box 11248  
Church Street Station  
New York, NY 10286-1248

*By Hand or Overnight Courier:*

The Bank of New York  
Tender & Exchange Department – 11W  
101 Barclay Street  
Receive & Deliver Window – Street Level  
New York, NY 10286

## DESCRIPTION OF TTI ADSs TENDERED

The Offeror will be delivering Hong Kong dollars, after deducting any applicable stock transfer taxes and/or Hong Kong stamp duty, to the US Tender Agent for the TTI Shares represented by the TTI ADSs purchased by Offeror and the US Tender Agent will convert said Hong Kong dollars into US dollars on the open spot market on or about the date such Hong Kong dollars are received by it from the Offeror. The actual amount of US dollars received will depend upon the relevant exchange rate prevailing on the day funds are converted by the US Tender Agent.

The Offeror will deduct from the offered consideration any fees payable to The Bank of New York, as depositary for the TTI ADSs, resulting from the cancellation of the TTI ADSs in connection with the US Tender Agent's delivery to the Offeror of TTI Shares represented by TTI ADS, including a cancellation fee of up to US\$0.05 per TTI ADS, The Bank of New York's fees and any applicable transfer fees, expenses in relation to currency conversion, taxes and governmental charges. The actual amount of consideration received will be net of such fees.

**CHECK HERE IF TTI ADSs ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE US TENDER AGENT'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: \_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS  
OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.**

**THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ  
CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.**

**NOTE: SIGNATURES MUST BE PROVIDED BELOW  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

The undersigned hereby instructs the US Tender Agent to accept the TTI ADS Offer on behalf of the undersigned with respect to the listed foreign invested shares, par value HK\$0.10 per share ("TTI Shares") represented by the above-described American Depositary Shares ("TTI ADSs") of Techtronic Industries Company Limited, a corporation organized under the laws of Hong Kong (the "Company"), evidenced by American Depositary Receipts ("ADRs"), specified in the box entitled "Description of TTI ADSs Tendered" subject to the terms and conditions set forth in the Composite Offer and Response Document Relating to the TTI Share Offer, dated 4 June, 2007 (the "Composite Document") and this Letter of Transmittal (which, together with the Composite Document and any amendments or supplements hereto or thereto, collectively constitute the "TTI ADS Offer") by informing Cordless Industries Inc., a corporation organized under the laws of the British Virgin Islands (the "Offeror"), in writing that the TTI ADS Offer has been so accepted. In this Letter of Transmittal, the expression "TTI ADS(s)" shall, except where the context otherwise requires, be deemed to include, without limitation, the TTI Shares represented thereby.

The undersigned understands that the valid tender of TTI ADSs pursuant to any one of the procedures described herein and in the Instructions hereto, subject to the withdrawal rights described in the Composite Document, will constitute the undersigned's acceptance of the terms and conditions of the TTI ADS Offer. The Offeror's acceptance for payment of the TTI Shares represented by such TTI ADSs will constitute a binding agreement between the undersigned and the Offeror upon the terms and subject to the conditions of the TTI ADS Offer (and, if the TTI ADS Offer is extended or amended, the terms or conditions of any such extension or amendment). IF ACCEPTANCE HAS BEEN MADE IN RESPECT OF TTI SHARES, THEN A SEPARATE ACCEPTANCE IN RESPECT OF THE TTI SHARES REPRESENTED BY SUCH TTI ADSs MAY NOT BE MADE.

The undersigned hereby delivers to the US Tender Agent the ADRs evidencing the above-described TTI ADSs and accepts the TTI ADS Offer with respect to the TTI Shares represented by such TTI ADSs upon the terms and subject to the conditions of the TTI ADS Offer (as set forth in the Composite Document and this Letter of Transmittal and any amendments or supplements thereto, receipt of each of which is hereby acknowledged).

**The undersigned acknowledges that the Offeror will be delivering Hong Kong Dollars, after deducting any applicable transfer taxes and/or Hong Kong stamp duty, to the US Tender Agent for the TTI Shares represented by the TTI ADSs purchased by the Offeror and that the US Tender Agent will convert said Hong Kong Dollars into US dollars on the open spot market on or about the date such Hong Kong Dollars are received by it from the Offeror. The actual amount of US dollars received will depend upon the relevant exchange rate prevailing on the day funds are converted by the US Tender Agent. TTI ADS holders should also be aware that the relevant exchange rate which is prevailing at the date on which the undersigned executes this Letter of Transmittal and on the date of dispatch of payment may be different from that prevailing on the day funds are converted by the US Tender Agent.**

The undersigned further acknowledges that the US Tender Agent will deduct from the offered consideration any fees payable to by The Bank of New York, as depositary for the TTI ADSs, resulting from the cancellation of the TTI ADSs in connection with the US Tender Agent's delivery to the Offeror of TTI Shares represented by TTI ADSs, including a cancellation fee of up to US\$0.05 per TTI ADS, The Bank of New York's fees and any applicable transfer fees, expenses in relation to currency conversion, taxes and governmental charges. The actual amount of consideration received will be net of such fees.

Upon the terms and subject to the conditions of the TTI ADS Offer (and if the TTI ADS Offer is extended or amended, the terms of any such extension or amendment), and subject to, and effective upon, acceptance for payment of the TTI Shares represented by the TTI ADSs evidenced by the ADRs tendered herewith, in accordance with the terms of the TTI ADS Offer, the undersigned hereby sells, assigns and transfers to or upon the order of the Offeror all right, title and interest in and to all TTI Shares represented by the TTI ADSs evidenced by the ADRs that are being tendered hereby and all dividends, distributions (including, without limitation, distributions of additional TTI Shares or TTI ADSs) and rights declared, paid or distributed in respect of such TTI Shares or TTI ADSs on or after 14 May, 2007 (collectively, "Distributions") and irrevocably appoints the US Tender Agent as the true and lawful agent and attorney-in-fact of the undersigned with respect to such TTI Shares and TTI ADSs (and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to the fullest extent of the undersigned's rights with respect to such TTI Shares and TTI ADSs (and all Distributions), to (i) deliver the TTI Shares represented such TTI ADSs and the ADRs evidencing such TTI ADSs (and all Distributions), or transfer ownership of such TTI ADSs (and all Distributions) on the account books maintained by the Book-Entry Transfer Facility, together, in either case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Offeror or its agents, (ii) present the TTI Shares represented by such TTI ADSs (and all Distributions) for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of the TTI Shares represented by such TTI ADSs and such TTI ADSs (and all Distributions), all in accordance with the terms and subject to the conditions of the TTI ADS Offer.

By executing this Letter of Transmittal, the undersigned hereby irrevocably appoints the designees of the Offeror and each of them, as the attorneys and proxies of the undersigned, each with full power of substitution, to vote in such manner as each such attorney and proxy or his substitute shall, in his sole discretion, deem proper and otherwise act (by written consent or otherwise) with respect to all TTI ADSs tendered hereby, including all TTI Shares represented by such TTI ADSs, and all TTI Shares which have been accepted for payment by the Offeror prior to the time of such vote or other action and all TTI ADSs and other securities issued in Distributions in respect of such TTI ADSs or the TTI Shares represented by such TTI ADSs, which the undersigned is entitled to vote at any meeting of shareholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting) or consent in lieu of any such meeting or otherwise. This proxy and power of attorney is coupled with an interest in TTI ADSs tendered hereby and all TTI Shares represented by such TTI ADSs is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of the TTI Shares represented by such TTI ADSs by the Offeror in accordance with other terms of the TTI ADS Offer. Such acceptance for payment shall revoke all other proxies and powers of attorney granted by the undersigned at any time with respect to such TTI ADSs or the TTI Shares represented by such TTI ADSs (and all TTI ADSs and other securities issued in Distributions in respect of such TTI ADSs or TTI Shares represented thereby), and no subsequent proxies, powers of attorney, consents or revocations may be given by the undersigned with respect thereto (and if given will not be deemed effective). The undersigned understands that, in order for TTI ADSs or Distributions to be deemed validly tendered, immediately upon the Offeror's acceptance of the TTI Shares represented by such TTI ADSs for payment, the Offeror must be able to exercise full voting and other rights with respect to such TTI ADSs and the TTI Shares represented by such TTI ADSs (and any and all Distributions), including, without limitation, voting at any meeting of the Company's shareholders concerning any matter.

The execution of this Letter of Transmittal by a holder of TTI ADSs (together with any signature guarantees) and its delivery to the US Tender Agent shall constitute in respect of the accepted TTI ADSs and the TTI Shares represented by such TTI ADSs: (i) the irrevocable appointment of the US Tender Agent as the agent of the undersigned and an irrevocable instruction and authority to the US Tender Agent to surrender such TTI ADSs to The Bank of New York, the depository for the TTI ADSs (the "TTI ADS Depository") and to instruct the TTI ADS Depository to instruct the Hong Kong office of The Hongkong and Shanghai Banking Corporation Limited (the "Custodian"), in all respects in accordance with its terms and in respect of the undersigned's TTI Shares represented by the tendered TTI ADSs having been accepted for purchase, to execute and deliver to Secretaries Limited, as share registrar of TTI, or any successor share registrar of TTI, all or any form(s) of transfer and/or other document(s) with respect to the TTI Shares represented by such TTI ADSs; and (ii) an irrevocable acknowledgment by the undersigned that (1) payment by the Offeror for the TTI Shares represented by the undersigned's TTI ADSs shall constitute payment for such TTI ADSs and (2) none of the undersigned, the US Tender Agent, the Custodian or any other person shall be entitled to receive any other consideration under the TTI ADS Offer in connection with the tender or delivery of such TTI ADSs.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer TTI ADSs (including the TTI Shares represented by such TTI ADSs) tendered hereby and all Distributions, that when the TTI Shares represented by such TTI ADSs are accepted for payment by the Offeror, the Offeror will acquire good, marketable and unencumbered title thereto and to all Distributions, free and clear of all liens, restriction, charges and encumbrances, and that none of such TTI Shares, TTI ADSs and Distributions will be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the TTI ADSs, or that the ADRs have been endorsed to the undersigned in blank or the undersigned is a participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the TTI ADSs. The undersigned, upon request, shall execute and deliver all additional documents deemed by the US Tender Agent, the Custodian or the Offeror to be necessary or desirable to complete the sale, assignment and transfer of the TTI Shares represented by the TTI ADSs tendered hereby and all Distributions. In addition, the undersigned shall remit and transfer promptly to the US Tender Agent for the account of the Offeror all Distributions in respect of TTI ADSs (including the TTI Shares represented by such TTI ADSs) tendered hereby, accompanied by appropriate documentation of transfer, and pending such remittance and transfer or appropriate assurance thereof, the Offeror shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the TTI Shares represented by the TTI ADSs tendered hereby, or deduct from such purchase price, the amount or value of such Distribution as determined by the Offeror in its sole discretion.

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned. All obligations of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Composite Document, this tender is irrevocable.

Unless otherwise indicated below in the box entitled "Special Payment Instructions", please issue the check for the purchase price of all TTI Shares purchased and return all ADRs evidencing TTI ADSs not tendered or not accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of TTI ADSs Tendered". Similarly, unless otherwise indicated below in the box entitled "Special Delivery Instructions", please mail the check for the purchase price of all purchased TTI Shares represented by TTI ADSs tendered and return all ADRs evidencing TTI ADSs not tendered or not accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of TTI ADSs Tendered" on the reverse hereof. In the event that the boxes below entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all purchased TTI Shares represented by TTI ADSs and return all ADRs evidencing TTI ADSs not tendered or not accepted for payment in the name(s) of, and deliver such check and return such ADRs (and any accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated below in the box entitled "Special Payment Instructions", please credit any TTI ADSs tendered hereby and delivered by book-entry transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that the Offeror has no obligation, pursuant to the Special Payment Instructions, to transfer any TTI ADSs from the name of the registered holder(s) thereof if the Offeror does not accept for payment any TTI Shares represented by TTI ADSs tendered hereby.

**SUBJECT TO THE TERMS AND CONDITIONS OF THE COMPOSITE DOCUMENT, THIS LETTER OF TRANSMITTAL SHALL NOT BE CONSIDERED COMPLETE AND VALID, AND PAYMENT OF CONSIDERATION PURSUANT TO THE TTI ADS OFFER SHALL NOT BE MADE, UNTIL ADRs EVIDENCING THE TTI ADSs IN RESPECT OF THE TTI SHARES FOR WHICH THE TTI ADS OFFER IS BEING ACCEPTED AND ALL OTHER REQUIRED DOCUMENTATION HAVE BEEN RECEIVED BY THE US TENDER AGENT AS PROVIDED IN THE COMPOSITE DOCUMENT AND THIS LETTER OF TRANSMITTAL.**

**SPECIAL PAYMENT INSTRUCTIONS**  
**(See Instructions 1, 5, 6 and 7)**

To be completed ONLY if (i) the check for the purchase price of the TTI Shares represented by TTI ADSs and/or (ii) ADRs evidencing TTI ADSs not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue Check and ADRs to:

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Name:

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**(Please Print)**

Address:

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**(Zip Code)**

**(Tax Identification or Social Security Number)**  
**(See Substitute Form W-9 herein)**

Account Number:

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**SPECIAL DELIVERY INSTRUCTIONS**  
**(See Instructions 1, 5, 6 and 7)**

To be completed ONLY if (i) the check for the purchase price of TTI Shares represented by TTI ADSs and/or (ii) ADRs evidencing TTI ADSs not tendered or not purchased are to be mailed to someone other than the undersigned, or the undersigned at an address other than that shown under "Description of TTI ADSs Tendered".

Mail Check and ADR(s) to:

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Name:

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**(Please Print)**

Address:

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**(Zip Code)**

**(Tax Identification or Social Security Number)**  
**(See Substitute Form W-9 herein)**

**IMPORTANT**

**ADS HOLDERS: SIGN HERE**  
**(U.S. Holders Please Also Complete Substitute Form W-9 Below)**  
**(Non-U.S. Holders Please Obtain and Complete Form W-8BEN or Other Form W-8)**

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**Signature(s) of Holder(s)**

Dated: \_\_\_\_\_, 200 .

(Must be signed by registered holder(s) exactly as name(s) appear(s) on ADRs or on a security position listing by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 5.)

Name(s):

**(Please Print)**

Capacity (full title):

Address:

**Include Zip Code**

Daytime Area Code and Telephone No:

Taxpayer Identification or  
Social Security No.:

**(See Substitute Form W-9 herein)**

**GUARANTEE OF SIGNATURE(S)**  
**(See Instructions 1 and 5)**

**FOR USE BY FINANCIAL INSTITUTIONS ONLY.**  
**FINANCIAL INSTITUTIONS: PLACE MEDALLION**  
**GUARANTEE IN SPACE BELOW**

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## INSTRUCTIONS

Forming Part of the Terms and Conditions of the TTI ADS Offer

1. *Guarantee of Signatures.* All signatures on this Letter of Transmittal must be guaranteed by a firm which is a member of the Security Transfer Agent Medallion Signature Program, or by any other “eligible guarantor institution”, as such term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (each of the foregoing being an “Eligible Institution”) unless (i) this Letter of Transmittal is signed by the registered holder(s) of TTI ADSs (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of TTI ADSs) tendered hereby and such holder(s) has (have) not completed the box entitled “Special Payment Instructions” or “Special Delivery Instructions” on the reverse hereof or (ii) such TTI ADSs are tendered for the account of an Eligible Institution. See Instruction 5.
2. *Delivery of Letter of Transmittal and TTI ADSs.* This Letter of Transmittal is to be used either if ADRs are to be forwarded herewith or, unless an Agent’s Message is utilized, if tenders are to be made pursuant to the procedures for tenders by book-entry transfer pursuant to the procedure set forth in paragraph 1(c)(iv) of Appendix I to the Composite Document. ADRs evidencing all physically tendered TTI ADSs, or a confirmation of a book-entry transfer into the US Tender Agent’s account at the Book-Entry Transfer Facility of all TTI ADSs delivered by book-entry transfer, as well as a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), or an Agent’s Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the US Tender Agent at one of its addresses set forth herein not later than 5:00 p.m. (New York City time) on Monday, 2 July, 2007 (the “ADS Acceptance Deadline”). If ADRs are forwarded to the US Tender Agent in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery. Please do not send ADRs directly to Cordless Industries Inc..

**The method of delivery of this Letter of Transmittal, TTI ADSs and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and risk of the tendering TTI ADS holder, and the delivery will be deemed made only when actually received by the US Tender Agent (including in the case of a book-entry transfer, receipt of a book-entry confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.**

No alternative, conditional or contingent tenders will be accepted and no fractional TTI Shares represented by TTI ADSs will be purchased. By execution of this Letter of Transmittal (or a manually signed facsimile hereof), all tendering TTI ADS holders waive any right to receive any notice of the acceptance of the TTI Shares represented by their TTI ADSs for payment.

All questions as to validity, form and eligibility of the surrender of any TTI ADS hereunder will be determined by the Offeror (which may delegate power in whole or in part to the US Tender Agent) and such determination shall be final and binding. The Offeror reserves the right to waive any irregularities or defects in the surrender of any TTI ADSs. A surrender will not be deemed to have been made until all irregularities have been cured or waived. None of the Offeror or its respective affiliates or assigns, the US Tender Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Offeror’s interpretation of the terms and conditions of the TTI ADS Offer (including this Letter of Transmittal and the instructions hereto and any other documents related to the TTI ADS Offer) will be final and binding.

3. *Inadequate Space.* If the space provided on the reverse hereof under “Description of TTI ADSs Tendered” is inadequate, the ADR numbers, the number of TTI ADSs evidenced by such ADRs and the number of TTI ADSs tendered should be listed on a separate signed schedule and attached hereto.
4. *Partial Tenders (not applicable to TTI ADS holders who tender by book-entry transfer).* If fewer than all TTI ADSs evidenced by any ADR delivered to the US Tender Agent herewith are to be tendered hereby, fill in the number of TTI ADSs that are to be tendered in the box entitled “Number of TTI ADSs Tendered”. In such cases, new ADR(s) evidencing the remainder of TTI ADSs that were evidenced by the ADRs delivered to the US Tender Agent herewith will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled “Special Delivery Instructions” on the reverse hereof, as soon as practicable after the ADS Acceptance Deadline or the termination of the TTI ADS Offer. All TTI Shares represented by TTI ADSs evidenced by ADRs delivered to the US Tender Agent will be deemed to have been tendered unless otherwise indicated.



5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of TTI ADSs tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the ADRs evidencing such TTI ADSs without alteration, enlargement or any other change whatsoever.

If any TTI ADSs tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any TTI ADSs tendered hereby are registered in different names, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such TTI ADSs.

If this Letter of Transmittal is signed by the registered holder(s) of TTI ADSs tendered hereby, no endorsements of ADRs or separate stock powers are required, unless payment is to be made to, or ADRs evidencing TTI ADSs not tendered or not accepted for payment are to be issued in the name of, a person other than the registered holder(s).

If this Letter of Transmittal is signed by a person other than the registered holder(s) of TTI ADSs tendered hereby, the ADR(s) evidencing TTI ADSs tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such ADR(s). Signatures on such TTI ADR(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any ADR or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Offeror of such person's authority so to act must be submitted.

6. *Stock Transfer Taxes and Hong Kong Stamp Duty.* Except as otherwise provided in this Instruction 6, the Offeror will pay all stock transfer taxes with respect to the sale and transfer of any TTI Shares represented by TTI ADSs to it or its order pursuant to the TTI ADS Offer. If, however, payment of the purchase price of any TTI Shares represented by TTI ADSs purchased is to be made to, or if ADR(s) evidencing TTI ADSs not tendered or not accepted for payment are to be issued in the name of, any person other than the registered holder(s) or if tendered certificates are registered in the name of any person other than the person(s) signing the Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s), or such other person, or otherwise) payable on account of the transfer to such other person will be deducted from the purchase price of the purchased TTI Shares represented by such TTI ADSs, unless evidence satisfactory to the Offeror of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the TTI ADRs evidencing TTI ADSs tendered hereby.

**Hong Kong stamp duty at a rate of HK\$1.00 for every HK\$1,000 (or part of HK\$1,000) of the consideration payable will be deducted from the amount payable to the holders of TTI Shares, including holders of TTI ADSs, who accept the TTI ADS Offer.**

7. *Special Payment and Delivery Instructions.* If a check for the purchase price of any TTI Shares represented by any TTI ADSs tendered hereby is to be issued in the name of, and/or TTI ADR(s) evidencing TTI ADSs not tendered or not accepted for payment are to be issued in the name of and/or returned to, a person other than the person(s) signing this Letter of Transmittal or if such check or any such ADR is to be sent to a person other than the signor of this Letter of Transmittal or to the person(s) signing this Letter of Transmittal but at an address other than that shown in the box entitled "Description of TTI ADSs Tendered" on the reverse hereof, the appropriate boxes herein must be completed.
8. *Questions and Requests for Assistance or Additional Copies.* Questions and requests for assistance in relation to procedures for tendering TTI ADSs may be directed to the US Tender Agent at the address or telephone number set forth below or to the broker, dealer, commercial bank or trust company representing the holder of TTI ADSs. Additional copies of the Composite Document, this Letter of Transmittal and the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" may be obtained from the US Tender Agent.
9. *Substitute Form W-9.* Each tendering TTI ADS holder is required to provide the US Tender Agent with a correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9 which is provided under "Important Tax Information" below, and to certify, under penalty of perjury, that such number is correct and that such TTI ADS holder is not subject to backup withholding of federal income tax. If a tendering TTI ADS holder has been notified by the Internal Revenue Service that such TTI ADS holder is subject to backup withholding, such TTI ADS holder must cross out item (Y) of the Certification box of the Substitute Form W-9, unless such TTI ADS holder has since been notified by the Internal Revenue Service that such TTI ADS holder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering TTI ADS holder to 28% federal income tax withholding on the payment of the purchase price of all TTI ADSs purchased from such TTI ADS holder. If the tendering TTI ADS holder has not been issued a TIN and has

applied for one or intends to apply for one in the near future, such TTI ADS holder should check the box in Part 1(b), and sign and date the Substitute Form W-9. If "Applied For" is written in Part 1 and the US Tender Agent is not provided with a TIN within 60 days, the US Tender Agent will withhold 28% on all payments of the purchase price to such TTI ADS holder until a TIN is provided to the US Tender Agent. A non-United States TTI ADS holder should not complete the Substitute Form W-9, but instead should complete either a Form W-8BEN, W-8ECI or W-8IMY, as discussed in "Important Tax Information" below. Such Forms W-8 may be obtained from the US Tender Agent or the Internal Revenue Service at [www.irs.gov](http://www.irs.gov).

10. *Lost, Destroyed or Stolen Certificates.* If any ADR has been lost, destroyed, mutilated or stolen, the holder should call the US Tender Agent at the number set forth on the last page of this Letter of Transmittal for instructions. If any ADR has been lost, destroyed, mutilated or stolen, the holder of such TTI ADR should complete, sign and return to the US Tender Agent this Letter of Transmittal indicating the number of TTI ADSs for which ADRs have been lost, destroyed, mutilated or stolen, or call the US Tender Agent at the number set forth on the last page of this Letter of Transmittal for further instructions.

**Important: This Letter of Transmittal (or manually signed facsimile hereof), properly completed and duly executed (together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message) and ADRs or confirmation of book-entry transfer and all other required documents) must be received by the US Tender Agent prior to the ADS Acceptance Deadline.**

## IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a TTI ADS holder whose TTI Shares represented by tendered TTI ADSs are accepted for payment is required to provide the US Tender Agent with such TTI ADS holder's correct TIN on the Substitute Form W-9 below. If such TTI ADS holder is an individual, the TIN is such TTI ADS holder's social security number. If a tendering TTI ADS holder is subject to backup withholding, such TTI ADS holder must cross out Item (Y) of Part 3 on the Substitute Form W-9. If the US Tender Agent is not provided with the correct TIN, the TTI ADS holder may be subject to a US\$50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such TTI ADS holder may be subject to backup withholding of 28%.

Certain TTI ADS holders (including, among others, certain corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual or foreign entity to qualify as an exempt recipient, such individual or entity must submit an appropriate and properly completed IRS Form W-8, attesting to that individual's exempt status. Such a Form W-8 may be obtained from the US Tender Agent. Exempt TTI ADS holders, other than foreign individuals or foreign entities, should furnish their TIN, write "Exempt" in Part 2 of the Substitute Form W-9 below and sign, date and return the Substitute Form W-9 to the US Tender Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

If backup withholding applies, the US Tender Agent is required to withhold 28% of any payments made to the TTI ADS holder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

### **Purpose of Substitute Form W-9**

To prevent backup withholding on payments that are made to a TTI ADS holder with respect to purchased TTI Shares represented by TTI ADSs pursuant to the TTI Share Offer, the TTI ADS holder is required to notify the US Tender Agent of such TTI ADS holder's correct TIN by completing the form below certifying that the TIN provided on Substitute Form W-9 is correct (or that such TTI ADS holder is awaiting a TIN).

### **What Number to Give the US Tender Agent**

The TTI ADS holder is required to give the US Tender Agent the Social Security Number of the record holder of the TTI ADSs. If the TTI ADSs are in more than one name, or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidelines on which number to report. If the tendering TTI ADS holder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the TTI ADS holder should check the box in Part 1(b), sign and date the Substitute Form W-9. If the box in Part 1(b) is checked, the US Tender Agent will withhold 28% of payments made to the TTI ADS holder, but such withholdings will be refunded if the tendering TTI ADS holder provides a TIN within 60 days.

**IMPORTANT NOTICE**  
**INSTRUCTIONS FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you should use the requester's form. However, this form must meet the acceptable specifications described in **Pub. 1167, General Rules and Specifications for Substitute Tax Forms and Schedules.**

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its

U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student

becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part 11 instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

**Exempt From Backup Withholding**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501 (a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
  2. The United States or any of its agencies or instrumentalities;
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that **may be exempt** from backup withholding include:
6. A corporation;
  7. A foreign central bank of issue;
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
  9. A futures commission merchant registered with the Commodity Futures Trading Commission;
  10. A real estate investment trust;
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
  12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

**Part 1. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 1), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** *See the chart on page 4 for further clarification of name and TIN combinations.*



**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 1.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requesters trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8837	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**PAYER’S NAME: THE BANK OF NEW YORK**

SUBSTITUTE  
Form W-9

Name \_\_\_\_\_

Department of  
the Treasury

Address \_\_\_\_\_

(Name and Street) \_\_\_\_\_

(City)(State)

(Zip Code)

Internal Revenue  
Service

Part 1(a) – PLEASE PROVIDE YOUR  
TIN IN THE BOX AT RIGHT AND  
CERTIFY BY SIGNING AND DATING  
BELOW

TIN: \_\_\_\_\_

(Social Security Number or  
Employer Identification Number)

Payer’s Request  
for Taxpayer  
Identification Number  
(TIN)

**Part 1(b)** – PLEASE CHECK THE BOX AT RIGHT IF YOU HAVE APPLIED FOR, AND ARE  
AWAITING RECEIPT OF, YOUR TIN:

**Part 2** – FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING PLEASE WRITE “EXEMPT”  
HERE (SEE INSTRUCTIONS)

**Part 3** – CERTIFICATION UNDER PENALTIES OF PERJURY, I CERTIFY THAT (X) The number  
shown on this form is my correct TIN (or I am waiting for a number to be issued to me),  
(Y) I am not subject to backup withholding because: (a) I am exempt from backup  
withholding, or (b) I have not been notified by the Internal Revenue Service (the “IRS”)  
that I am subject to backup withholding as a result of a failure to report all interest or  
dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,  
and (Z) I am a U.S. person (which includes a U.S. resident alien).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Certification Instructions** – You must cross out Item (Y) of Part 3 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out such Item (Y).

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 1(B) OF THE SUBSTITUTE FORM W-9 INDICATING YOU HAVE APPLIED FOR, AND ARE AWAITING RECEIPT OF, YOUR TIN**

**CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number to the payer, 28% of all payments made to me under the tender offer shall be retained until I provide a taxpayer identification number to the payer and that, if I do not provide my taxpayer identification number within sixty days, such retained amounts will be remitted to the Internal Revenue Service as backup withholding and 28% of all reportable payments made to me thereafter will be withheld and remitted to the Internal Revenue Service until I provide a taxpayer identification number.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TTI SHARE OFFER. PLEASE REVIEW THE ENCLOSED “GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9” FOR ADDITIONAL DETAILS.**

The Letter of Transmittal with an original signature and ADRs and any other required documents should be sent or delivered by each TTI ADS holder or such TTI ADS holder's broker, dealer, commercial bank, trust company or other nominee to the US Tender Agent at one of its addresses set forth below.

*The US Tender Agent for the TTI ADS Offer in respect  
of TTI Shares represented by TTI ADSs is:*

**The Bank of New York**

*By Mail:*

The Bank of New York  
Tender & Exchange Department  
P.O. Box 11248  
Church Street Station  
New York, NY 10286-1248

*By Hand or Overnight Courier:*

The Bank of New York  
Tender & Exchange Department – 11W  
101 Barclay Street  
Receive & Deliver Window – Street Level  
New York, NY 10286

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Questions or requests for assistance may be directed to the US Tender Agent at its address listed above and by telephone at 1-800-507-9357. Additional copies of the Composite Document and this Letter of Transmittal may be obtained from the US Tender Agent. TTI ADS holders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the TTI Share Offer.