

ACCESS REFERENCE DOCUMENT (ARD)

(1st December 2015)

OCK Setia Engineering Sdn Bhd (528998K)

Business Address

**No. 18, Jalan Jurunilai U1/20, Seksyen U1,
Hicom Glenmarie Industrial Park,
40150 Shah Alam, Selangor Darul Ehsan.**

This ARD is available upon written request at the Business Address above and at www.ock.com.my

COMPANY BACKGROUND

OCK SETIA ENGINEERING SDN BHD (OCK) was established in 2000. In 2011, the company was granted a license under the Communication and Multimedia Act 1998 (CMA) by Malaysian Communications & Multimedia Commission (MCMC) to operate the tower leasing business.

BACKGROUND AND SCOPE

1. OCK is a company incorporated in Malaysia with its registered and business addresses stated in page 1 hereof.
2. OCK is a licensed individual network facilities provider under the Act. Pursuant thereto, OCK may offer network facilities.
3. The Commission has issued the Determination on Access List (Determination No.2 of 2015) on the 24th August 2015 and this ARD is prepared pursuant to Section 5.3.2 of the Mandatory Standard on Access (MSA) Determination No.2 of 2005 and Variation to Commission Determination on MSA Determination No.2 of 2009.
4. This ARD sets out the general terms and conditions on which OCK as Access Provider shall provide the Access Service to an Access Seeker. This ARD is not an offer to enter into a legally binding contract but merely a reference document that details the terms and conditions on which OCK as Access Provider is prepared to provide the Access Service to the Access Seeker by entering into an Access Agreement.
5. For services outside the scope of this ARD, the terms and conditions thereof shall be negotiated separately between the parties.

DEFINITIONS AND INTEPRETATIONS

The following words have these meanings in this ARD unless the contrary intention appears:-

“Access Agreement” means an agreement:

- (a) entered into between OCK and the Access Seeker; or
- (b) which is commercially negotiated between the Operators, whereby OCK provides the Access Service to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.

“Access Charges” means the sum payable under the Access Agreement agreed by the Operators to be paid by the Access Seeker to OCK for providing the Access Service, the indicative Access Charges are as per Appendix 1 hereof.

“Access Provider” means OCK who is a network facilities provider who owns or provides network facilities listed in the Access List and who is a licensee as defined in the Act.

“Access Request” means a request for access to Facilities or Services on the Access List made by the Access Seeker to OCK.

“Access Seeker” means an Operator who is a network facilities provider, network services provider, application services provider or content application service provider and also is a licensee as defined in the Act who makes a written request for access to Facilities or Services.

“Access Service” means the network facilities that are provided by OCK to the Access Seeker pursuant to an Access Request and upon terms and conditions in the relevant Access Agreement.

“Act” means the Communications and Multimedia Act 1998 and any subsequent amendments thereto.

“Amended Authorized Work Order” or “AAWO” means any variations and/or amendments to an AWO or an existing AAWO which include but is not limited to the addition of a new User to an Infrastructure thus reducing the License Fee, the increase or adjustment of the License Fee or the additional License Fee by virtue of a Variation Order under the License Agreement

“Associated Tower Site” means the space at the base of the Tower to install Equipment thereat.

“Authorized Work Order” or “AWO” refers to the order in the form set out in Appendix 2 issued by the Operator or the Sharing Operators to OCK and accepted and executed by OCK in relation to an Infrastructure Sharing Project and the commencement of a License Period for such Operator or Sharing Operators shall be from the Handover Date of the Site.”

“Commission” means the Malaysian Communication and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.

“Equipment” means any equipment (whether hardware or software), or device which is part of or within the Network.

“Facilities” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications service.

“Handover Date” means the date on which access to the Tower and Associated Tower Site is given to the Access Seeker for installation of the Equipment at that site.

“Infrastructure Sharing” means an Access Service which comprises the provision of physical access, which refers to the provision of space at specified Tower and Associated Tower Site to enable an Access Seeker to install and maintain its Equipment.

OCK'S ACCESS SERVICE

1. The Access Service provided by OCK under this ARD is Infrastructure Sharing whereby subject to the terms of the Access Agreement between OCK and Access Seekers, OCK shall provide the Access Seeker space at its existing Tower and Associated Tower Site to enable the Access Seeker to install and maintain its Equipment.
2. OCK shall if requested to do so by an Access Seeker, supply the Access Service to the Access Seeker on reasonable terms and conditions.
3. OCK shall only provide Infrastructure Sharing service where:-
 - (a) An Access Request had been made by an Access Seeker to OCK and OCK has accepted the said Access Request. This is done by way of an Authorized Work Order issued by the Access Seeker to OCK;
 - (b) OCK is the legal owner of the Tower;
 - (c) The Access Seeker has the appropriate License (NFP & NSP) to operate the service for the purpose for which the Equipment is to be installed;
 - (d) There is spare capacity at the relevant Tower and Associated Tower Site;
 - (e) Any new installation by the Access Seeker will not exceed the structural loading of the relevant Tower;
 - (f) An Access Agreement had been entered into between the Operators.
4. An Access Seeker may not request for access to Access Service where the requested Access Service is to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
5. Consistent with Government policy and Determinations by the Commission (and its predecessor), where OCK provides the Access Seeker with access to the Access Service, the Access Charges for the requested Access Service shall be negotiated between the Operators.

APPENDIX 1 - LICENSE FEE

- a. The following rates shall apply when access is granted to an Access Seeker to install its Equipment at the Tower subject to the Access Seeker shall only be allowed to install a maximum of Six (6) antennas and Two (2) microwave dishes (subject further that the maximum diameter of any dishes installed shall not exceed 1.2 meters only) per Tower:-

License Fee for 1st to 7th Year, per month per User (excluding GST)

| Tower Height | Single User | 2 Users | 3 Users | 4 Users | 5 Users | 6 Users |
|--------------|-------------|---------|---------|---------|---------|---------|
| 150 feet | RM6,426 | RM3,672 | RM2,916 | RM2,624 | RM2,362 | RM2,126 |
| 200 feet | RM8,883 | RM5,076 | RM4,104 | RM3,694 | RM3,324 | RM2,992 |
| 250 feet | RM9,450 | RM5,400 | RM4,320 | RM3,888 | RM3,499 | RM3,149 |
| 300 feet | RM12,075 | RM6,900 | RM5,500 | RM4,950 | RM4,455 | RM4,009 |
| 350 feet | RM15,225 | RM8,700 | RM6,900 | RM6,210 | RM5,589 | RM5,030 |
| 400 feet | RM17,325 | RM9,900 | RM7,900 | RM7,110 | RM6,399 | RM5,759 |

License Fee for 8th Year till 10th Year, per month per User (excluding GST)

| Tower Height | Single User | 2 Users | 3 Users | 4 Users | 5 Users | 6 Users |
|--------------|-------------|---------|---------|---------|---------|---------|
| 150 feet | RM4,820 | RM2,754 | RM2,187 | RM1,968 | RM1,772 | RM1,595 |
| 200 feet | RM6,662 | RM3,807 | RM3,078 | RM2,771 | RM2,493 | RM2,244 |
| 250 feet | RM7,088 | RM4,050 | RM3,240 | RM2,916 | RM2,624 | RM2,362 |
| 300 feet | RM9,056 | RM5,175 | RM4,125 | RM3,713 | RM3,341 | RM3,007 |
| 350 feet | RM11,419 | RM6,525 | RM5,175 | RM4,658 | RM4,192 | RM3,773 |
| 400 feet | RM12,994 | RM7,425 | RM5,925 | RM5,333 | RM4,799 | RM4,319 |

License Fee for 11th Year till 20th / 25th Year (whichever is applicable),
per month per User (excluding GST)

| Tower Height | Single User | 2 Users | 3 Users | 4 Users | 5 Users | 6 Users |
|--------------|-------------|---------|---------|---------|---------|---------|
| 150 feet | RM4,498 | RM2,570 | RM2,041 | RM1,837 | RM1,653 | RM1,488 |
| 200 feet | RM5,774 | RM3,299 | RM2,668 | RM2,401 | RM2,161 | RM1,945 |
| 250 feet | RM6,143 | RM3,510 | RM2,808 | RM2,527 | RM2,274 | RM2,047 |
| 300 feet | RM7,849 | RM4,485 | RM3,575 | RM3,218 | RM2,896 | RM2,606 |
| 350 feet | RM9,896 | RM5,655 | RM4,485 | RM4,037 | RM3,633 | RM3,270 |
| 400 feet | RM11,261 | RM6,435 | RM5,135 | RM4,622 | RM4,159 | RM3,743 |

- b. The above License Fee shall be inclusive of costs, expenses, OPEX, operations and maintenance of the Infrastructure recurring or otherwise howsoever and whatsoever incurred (but excluding GST) for the License Period and the Extended License Period (unless otherwise expressed and specifically agreed by the Parties) and any additional fees or expenses incurred by OCK in excess (if any) shall be borne by the OCK. The License Fee for the Basic Infrastructure payable by a User will be dependent on the number of Users using any particular Infrastructure at the material time as per the table above.
- c. If in the event the number of User per Infrastructure increases, the License Fee payable by the Users will be revised downwards as per the payment structure above. There shall be no further reduction for the License Fee if the Users for any Infrastructure exceed six (6). To reflect the amended License Fee, all Users for the Site will amend the first Authorized Work Order or relevant applicable AAWO and issue a new AAWO (whichever is applicable) and shall be entitled to the amended License Fee with effect from the date stated in the latest AAWO.
- d. In the event that the Access Seeker wishes to install more than the maximum number of dishes and/or antennas at any Tower or dishes in excess of 1.2 meters in diameter, subject to the consent by the Access Provider and also subject to the Tower's space and loading, the Access Seeker shall pay the following additional Access Charges:-
- i. RM500.00 per month for any additional RF antennas or dishes measuring less than 1.2 meters in diameter; and
 - ii. RM1, 000.00 per month for any dishes measuring more than 1.2 meters in diameter.

- e. The Access Charges that will be payable by the Access Seeker will be dependent on the number of telecommunication companies (Access Seeker and other Operators (if any) (“User(s)”) using any particular Tower.

APPENDIX 2 - AUTHORISED WORK ORDER

Authorised Work Order No.

This Authorised Work Order ("Order") is issued to OCK pursuant to Clause 2.2 of the License Agreement dated _____. The terms and conditions of the License Agreement are incorporated herein.

As noted in Clause 17.1 of the License Agreement, this Order shall survive the termination of the License Agreement if the termination does not affect this Order.

The parties undersigned have agreed that OCK will perform the work described below in accordance with the terms referenced in the Location Criteria Notice issued and the following additional terms are noted:

Site Location and Height of Tower:

Coordinates: Lat.
Long.

Site Name:

Structure:

License Period & License Fee:

| Basic Rental per month (RM) | VO & Others (Land rental) | Total (RM) | Comm. Date | Expiry Date | Tenure |
|-----------------------------|---------------------------|------------|------------|-------------|--------|
| | - | | | | |
| | - | | | | |

Scheduled Handover Date:

Handover Date: _____

IN WITNESS WHEREOF, the undersigned have through their duly authorised representatives signed this Order on the day and year written below.

ACCESS SEEKER

OOCK SETIA ENGINEERING SDN BHD

Date _____

Date _____