

SCHEDULE 5B – DIRECTED AMENDMENTS

SCHEDULE 5B

**LICENSING OF TOWER SPACE & CO-LOCATION SPACE AT
TOWER SITES**

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SCHEDULE 5B

LICENSING OF TOWER SPACE & CO-LOCATION SPACE AT TOWER SITES

IDA 3 June 2005 Direction:

SCHEDULE 5B - GENERAL COMMENTS

IDA directs SingTel to modify Schedule 5B to address the following requirements:

- (a) Paragraph 5.3.1 of the IRS/MWS Schedule imposes an obligation on SingTel to offer co-location at any technically feasible location within its network. This includes exchanges, submarine cable landing stations, radio towers and tower sites, and roof spaces. In this respect, SingTel's offer of co-location is generally set out in Schedule 8 (including 8A, 8B and 8D). However, SingTel's offer of co-location at radio towers, tower sites and roof spaces is currently set out in Schedules 5B and 5C, respectively. This results in 2 separate schedules within the RIO providing for co-location (i.e. Schedules 5 and 8). In IDA's view, it is appropriate that all requests for co-location should be rationalised and contained within the framework of Schedule 8. Accordingly, unless SingTel can justify otherwise, IDA requires SingTel to make such modifications as are necessary to incorporate these schedules within the framework of Schedule 8.*
- (b) Please refer to Paragraph 15 of the Explanatory Memorandum. In order to facilitate Requesting Licensees in obtaining access to SingTel's Tower and Tower Sites, IDA requires SingTel to incorporate in Schedule 5B a list of its Tower and Tower Sites (including details such as address and location). IDA would also clarify that, where SingTel wants to decommission any Tower or Tower Site that is offered under its RIO, SingTel must obtain IDA's approval prior to doing so.*
- (c) IDA notes that SingTel has not provided for any right of suspension in Schedule 5B. If SingTel wants to exercise any such right of suspension in relation to a Tower Access Licence, IDA requires SingTel to specifically incorporate into Schedule 5B a provision for suspension similar to that in Clause 8 of Schedule 8A (incorporating IDA's required amendments to Clause 8 of Schedule 8A). IDA reminds SingTel that the suspension of any Tower*

Access Licence must be subject to IDA's approval (i.e. the provision for suspension must be subject to Clause 12.2 of Part 2 of the Main Body of the RIO Agreement).

SingTel Response:

In relation to the IDA's comments in paragraph (c) above, please refer to new clause 13 (Suspension), which is modelled on clause 17 of Schedule 5A.

1. SCOPE

1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence (**Tower Access Licence**) to use:

(a) SingTel's tower space for the sole purpose of mounting radio transmission or reception equipment (**Tower Equipment**) to allow the Requesting Licensee to provide telecommunication services to the Requesting Licensee's Customers; and

(b) Co-Location Space and physical access thereto at tower sites for equipment used to connect to the radio transmission or reception equipment referred to in clause 1.1(a).

1.2 The Requesting Licensee must have acquired any such licenses as required from time to time to operate any equipment it intends to locate within the tower site before SingTel will provide a Tower Access Licence.

CLAUSE 1.3 – CONDITIONAL APPROVAL

1.3 Except as provided in this Schedule, the Requesting Licensee shall, at its own cost, provide all installation materials and manpower needed for the installation of its Co-Location Equipment. Where certain work is to be carried out by SingTel under this Schedule, and the Charge is not defined under Schedule 9, the Requesting Licensee must pay all the reasonable costs incurred by SingTel in provisioning tower space and Co-location Space at tower sites, subject to the following conditions:

(a) the costs incurred by SingTel will relate to the work that SingTel needs to perform in order to provision the tower space and/or Co-location Space at tower sites;

- (b) before incurring the costs, SingTel will provide the Requesting Licensee with prior reasonable notice that the Requesting Licensee's request requires SingTel to undertake such work and such notice shall clearly and with sufficient detail set out the following:
- (i) the reasonable costs which SingTel seeks to recover from the Requesting Licensee in respect of the costs incurred by SingTel (including a breakdown of the individual cost components and justification for incurring each cost component); and
 - (ii) based on the information set out in paragraph (i), a binding quote to the Requesting Licensee in respect of the work to be undertaken by SingTel which shall be valid for a period of five (5) Business Days from the date they are notified to the Requesting Licensee by SingTel;
- (c) SingTel shall obtain the prior approval of the Requesting Licensee to the costs noted in the notice within the time period under paragraph (b)(ii) and if the Requesting Licensee does not provide its approval within that time period then SingTel may suspend SingTel's work under this clause ~~01.3~~ until the Requesting Licensee agrees; and
- (d) any dispute in respect of determining the reasonable costs set out in the notice shall be resolved in accordance with Schedule 11 of the RIO Agreement.

SingTel Response:

SingTel has amended clause 1.3 to ensure consistency with clause 1.2 of Schedule 8A.

CLAUSE 1.4 – CONDITIONAL APPROVAL

- 1.4 The tower Sites for tower space are set out in Annex 5B.1. SingTel may amend the list of tower sites for tower space set out in Annex 5B.1 from time to time with the prior approval of the Authority in the form of an amendment to this RIO Agreement.
- 1.5 SingTel shall not be responsible for any damage to the Requesting Licensee's equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond SingTel's control at the tower site other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel.

- 1.6 This Schedule 5B only applies to Requesting Licensees who are FBOs.
- 1.7 SingTel will provide Tower Access Licences on a per tower basis.
- 1.8 SingTel shall only grant a Tower Access Licence to a Requesting Licensee where there is tower space and Co-Location Space available at the relevant tower site as determined under clause 2.
- 1.9 The tower space will be provided in an “as-is-where-is” condition.

IDA 3 June 2005 Direction: Please refer to Paragraph 3 of Appendix 1. Arising from IDA’s requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA’s approval, the necessary consequential amendments to Clauses 1.9 and 1.10 to comply with IDA’s requirements in relation to the service level guarantees and remedies that SingTel must provide under each schedule.

SingTel Response:

SingTel has amended clauses 1.9 and 1.10 to include reference to the service guarantees (SLGs) that will apply for Tower Space and Co-Location Space at Tower Sites under Schedule 5B. The relevant SLGs relate to provisioning work and the timeframes for their completion. There are 4 SLGs under this Schedule 5B:

- **the timeframe for response to a Tower Access Licence Request;**
- **completion of the Project Study within the required timeframe;**
- **the timeframe for the completion of Site Preparation Work; and**
- **the timeframes for Modified Tower Equipment (as defined under clause 16.1).**

There is no applicable service standard for the quality of the tower site itself, nor does the issue of fault rectification apply in relation to a grant of a Tower Access Licence under Schedule 5B. SingTel's obligations are to undertake the various stages of provisioning the tower space and/or Co-location Space at tower sites within the timeframes specified in the Schedule.

The applicability of the SLGs are subject to compliance by the Requesting Licensee with the Forecasting requirements in clause 2A, since these have a direct impact in each case on the feasibility of satisfying the SLGs.

The Requesting Licensee may claim rebates for SingTel's failure to meet these timeframes. The scale of rebates is provided in a new Annex 5B.1.

CLAUSE 1.10 – DIRECTED AMENDMENTS

1.10 The timeframes in this Schedule relating to provisioning work for tower space and/or Co-location Space at tower sites to be undertaken by SingTel under clauses ~~03.3~~ **and 3.5** (Tower Access Licence Request), ~~04.1~~ (Project Study), ~~and 4.6(e)~~ **5.1** (Site Preparation Work) and 16.1 (Modified Tower Equipment or Co-location Equipment) are subject to delays caused by events outside SingTel's reasonable control in which case such failure to meet the timeframes shall not constitute a breach of this RIO Agreement and clause 1.11(a) shall not apply, provided that SingTel must notify the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the events and specifying a new date for completion of the relevant provisioning work which is extended for the period of such delays.

Please refer to IDA's annotations at Annex 5B.3. As a consequential amendment, IDA directs SingTel to amend this Clause 1.10 in the manner as specified above.

CLAUSE 1.11 – DIRECTED AMENDMENTS

1.11 (a) ~~Subject to clause 2A,~~ SingTel will provide the Service Level Guarantees in respect of licensing of tower space and Co-Location Space at tower sites as set out in Annex 5B.3. If SingTel fails to meet any Service Level Guarantees applicable to this Schedule and the failure to meet the Service Level Guarantees is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee in accordance with:

- (i) section 1 of Annex 5B.3 and any terms and conditions contained therein in respect of Tower Access Licence Request timeframes;
- (ii) section 2 of Annex 5B.3 and any terms and conditions contained therein in respect of Project Study timeframes;
- (iii) section 3 of Annex 5B.3 and any terms and conditions contained therein in respect of timeframes for Site Preparation Work;
- (iv) section 4 of Annex 5B.3 and any terms and conditions contained therein in respect of timeframes for Modified Tower Equipment; and
- (v) section 5 of Annex 5B.3 in respect of claims made under Annex 5B.3.

Please refer to IDA's annotations at Clause 2A below. As a consequential amendment, IDA directs SingTel to amend this Clause in the manner as specified above.

(b) The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.11(a) is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service Level Guarantees for tower space and Co-location Space at tower sites and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

2. AVAILABILITY OF TOWER SPACE & CO-LOCATION SPACE

- 2.1 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of tower space & Co-Location Space:
- (a) SingTel's reasonably anticipated requirements in the next one (1) year for tower space and/or Co-Location space for the provision to itself and its Customers;
 - (b) SingTel's reasonably anticipated requirements in the next one (1) year for tower space and/or Co-Location for operations and maintenance purposes;
 - (c) the Requesting Licensee's and other Licensees' requirements (including for operational and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
 - (d) any security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies; and
 - (e) whether SingTel has plans or otherwise proposes to decommission the tower or the site within six (6) months of the date of the Tower Access Licence Request.

CLAUSE 2A – DIRECTED AMENDMENTS

2A FORECASTING

~~2A.1 On the first Business Day of December and June in each year (**Forecast Notification Date**), the Requesting Licensee shall submit a Forecast to SingTel of the number of Tower Access Licence Requests that the Requesting Licensee will require on a monthly basis in the six (6) calendar months starting on the month immediately following the month of the relevant Forecast Notification Date (**Forecast Period**). The Forecast submitted under this clause 2A.1 shall be binding on the Requesting Licensee.~~

~~2A.2 If the Requesting Licensee fails to provide a Forecast under clause 2A.1, the Requesting Licensee will not qualify for the Service Level Guarantees for the provisioning of tower space and Co-Location Space in respect of the Tower Access Licence Requests made during the six (6) calendar months for which a Forecast should have been provided.~~

~~2A.3 If the number of Tower Access Licence Requests submitted by the Requesting Licensee under clause 3.1 during a Forecast Period (**Actual Tower Access Licence Requests**):~~

~~(a) exceeds the relevant Forecast by twenty (20) percent or more (**Excess Tower Access Licence Requests**), the Requesting Licensee will not qualify for a Service Level Guarantee for the provisioning of tower space and Co-Location Space in respect of the Excess Tower Access Licence Requests; or~~

~~(b) is less than the Forecast by twenty (20) percent or more, the Requesting Licensee shall pay SingTel:~~

~~(i) the normal Application Charge under Schedule 9 payable in respect of the Actual Tower Access Licence Requests; and~~

~~(ii) a surcharge equal to forty (40) percent of the Application Charge under Schedule 9 payable in respect of the number of Tower Access Licence Requests that is the difference between the Forecast and the Actual Tower Access Licence Requests.~~

SingTel has proposed forecasting requirements on the justification that compliance with forecasting requirements “have a direct impact in each case on the feasibility of satisfying the SLGs”. After careful consideration, IDA rejects SingTel’s proposal. While IDA recognises that SingTel must have some degree of certainty as to the volume of applications it is expected to process in order to ensure that it meets the SLGs, IDA considers that imposing a cap on the number of applications to be processed by SingTel equally fulfils this purpose. SingTel will only be required to commit sufficient resources to process all applications up to the specified cap. Any application that exceeds the specified cap will flow over to the next Business Day. In this respect, SingTel had earlier proposed to IDA a cap for processing Tower Access Licence Request (please refer to IDA’s annotations to Clauses 3.7 and 3.8 below), which IDA has decided to adopt in lieu of any forecasting requirements. IDA considers that the imposition of forecasting requirements will result in additional unjustified compliance costs to be incurred by the parties without any justifiable basis. Accordingly, IDA rejects SingTel’s proposed new Clause 2A and directs SingTel to delete Clause 2A in its entirety.

3. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 3.1 – CONDITIONAL APPROVAL

3.1 The Requesting Licensee shall submit its Tower Access Licence Request with regards to a tower site listed in Annex 5B.1 using the request form for a Tower Access Licence in Annex 5B.2 containing the following information:

- (a) the location of the tower site in relation to which the Tower Access Licence is sought;
- (b) the number of pieces of radio transmission or reception equipment to be installed in the tower space;
- (c) in the case of point-to-point, the orientation and distant end receiving point;
- (d) the model and specification of each piece of radio transmission or reception equipment to be installed in the tower space;
- (e) the size, weight and wind load of each piece of radio transmission or reception equipment to be installed in the tower space;
- (f) the transmitting and receiving frequency of the signal sent over each piece of radio transmission or reception equipment to be installed in the tower space;
- (g) the transmission power of each piece of radio transmission or reception equipment to be installed in the tower space;
- (h) the number of mounting positions required and their corresponding height in metres Average Mean Sea Level (**AMSL**);
- (i) the cable/waveguide type, gauge and specification of each cable that would be installed in or around the tower space;
- (j) whether power supply is required for equipment to be installed in the tower space;
- (k) evidence of the satisfaction of the condition in clause 1.2;
- (l) the type of Co-Location Equipment proposed to be installed in the Co-Location Space at the tower site;
- (m) the technical characteristics of the transmitting and receiving equipment, including all relevant RF frequencies, power levels, receiver sensitivity;

- (n) in relation to the Co-Location Equipment:
 - (i) the characteristics of the Co-Location Equipment which require special consideration;
 - (ii) the space (subject to clause 3.2) and power requirements of the Co-Location Equipment;
 - (iii) the floor loading of the Co-Location Equipment; and
 - (iv) the type of cable/waveguide to be used, and the diameter of the cable/waveguide; and
- (o) the Requesting Licensee's contact details.

3.2 The Requesting Licensee must request Co-Location Space in a Co-Location Site of a minimum of one (1) square metre to a maximum of ten (10) square metres.

IDA 3 June 2005 Direction: IDA is of the view that the acceptance and rejection procedures set out in Clauses 3.3 and 3.4 are cumbersome and can be significantly streamlined to provide for a more efficient process. Accordingly, IDA directs SingTel to modify Clauses 3.3 and 3.4 to incorporate the following requirements:

- (a) ***Within 1 Business Day of the date of the Tower Access Licence Request ("Request Date"), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. In this respect, SingTel may only reject the application for the following reasons:***
 - (i) ***the Requesting Licensee is not an FBO;***
 - (ii) ***the Tower Access Licence Request is not in the prescribed form;***
 - (iii) ***the Tower Access Licence Request does not contain all the required information;***
 - (iv) ***the Requesting Licensee has not satisfied Clause 1.2;***
 - (v) ***the Co-Location Space requested is not within the limits prescribed by Clause 3.2; or***
 - (vi) ***SingTel has plans or otherwise proposes to decommission the tower or the site within 6 months of the date of the Tower Access Licence Request (under Clause 2.1(e)).***

IDA considers the timeframe of 1 Business Day of the Request Date to be reasonable given that the basis for determining acceptance or rejection would be apparent on the face of the application.

- (b) Where SingTel rejects the application, SingTel must provide reasons explaining the basis for rejection.*
- (c) In the case where SingTel notifies the Requesting Licensee of acceptance, SingTel must complete its detailed processing and inform the Requesting Licensee within 3 Business Days from the Request Date of the following:*
 - (i) whether or not the tower space and Co-Location Space is available as determined under Clause 2 (except that the consideration in Clause 2.1(e) on decommissioning shall not apply); and*
 - (ii) if any of the basis for rejection set out in Clauses 3.4(e), (f), (g), (i), (j) or (k) applies.*

Where SingTel notifies the Requesting Licensee that the tower space and Co-Location Space is unavailable or if any of the basis for rejection set out in Clauses 3.4(e), (f), (g), (i), (j) or (k) applies, SingTel must provide an explanation of the basis for its determination. IDA considers the timeframe of 3 Business Days to be reasonable, given that SingTel has proposed the same timeframe under Clause 3.3.

SingTel Response: Amended in accordance with the IDA's decision on reconsideration. SingTel has proposed for the IDA's consideration that requests must be sent to SingTel before 12.00 noon as SingTel requires adequate time for processing the requests given the one Business Day timeframe the IDA has introduced. SingTel believes that its requirement is a reasonable one.

CLAUSE 3.3 – CONDITIONAL APPROVAL

- 3.3 Within one (1) Business Day of the date of receiving the Tower Access Licence Request (**Request Date**), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. The Requesting Licensee shall pay SingTel the Tower Access Licence Request fee specified in Schedule 9 for the reasonable costs incurred by SingTel in processing the Tower Access Licence Request regardless of whether the Tower Access Licence Request is successful. For the purposes of this Schedule 5B, the Request Date shall be determined as follows:

- (a) if the Tower Access Licence Request is received before 12:00 pm on a Business Day, the Request Date is the Business Day on which the Tower Access Licence Request is received; or
- (b) if the Tower Access Licence Request is received at or after 12:00 pm on a Business Day, the Request Date is the Business Day immediately following the Business Day on which the Tower Access Licence Request is received.

In order to permit SingTel to meet its obligation to process a Request within one Business Day, IDA accepts that it would be reasonable to require the Requesting Licensee to submit the Request before 12pm of that Business Day.

CLAUSE 3.4 – CONDITIONAL APPROVAL

3.4 SingTel may reject a Tower Access Licence Request if:

- (a) the Requesting Licensee is not an FBO; or
- (b) the Tower Access License Request is not in the prescribed form; or
- (c) the Tower Access License Request does not contain all the required information or such information is illegible; or
- (d) the Requesting Licensee has not satisfied clause 1.2; or
- (e) the Co-Location Space requested is not within the limits prescribed by clause 3.2.

Where SingTel rejects the Tower Access Licence Request, SingTel must provide reasons explaining the basis for rejection.

CLAUSES 3.5 AND 4.3 – DIRECTED AMENDMENTS

3.5 If SingTel notifies the Requesting Licensee that SingTel has accepted the Tower Access Licence Request, SingTel must complete its processing and inform the Requesting Licensee ~~of the outcome~~ within three (3) Business Days of the Request Date, whether or not it is able to provide the tower space and Co-Location Space taking into account the following:

- (a) whether or not the tower space and Co-Location Space is available as determined under clause 2; and

(b) whether tower space and Co-Location Space is not available for any of the following reasons:

(i) the size, weight and wind load of the radio transmission and reception equipment is not suitable;

(ii) the transmitting and receiving frequency of the system is not suitable;

(iii) the transmission power of each piece of radio transmission and reception equipment is not suitable; or

~~(i) there is no Co-Location Space available at the tower site as determined in accordance with clause 2;~~

~~(iv) there is no tower space available at the tower site as determined in accordance with clause 2;~~acceptance of the Tower Access Licence Request will give rise to significant health, safety, technical or engineering issues.

Where SingTel informs the Requesting Licensee that tower space and Co-Location Space are not available under clause 3.5(a) and/or clause 3.5(b), SingTel must provide reasons explaining the basis for its decision.

Please refer to IDA's annotations to Clauses 3.3 and 3.4 to Schedule 5B of the 3 June 2005 Direction. IDA had stated clearly its position that SingTel must not reject a Tower Access Licence Request except where SingTel has determined that any of the considerations in former Clauses 3.4(e), (f), (g) and (k) applies. In this respect, SingTel has proposed amendments to Clause 4.3 to impose an obligation on the Requesting Licensee to determine these same considerations. SingTel's proposed modifications to Clause 3.5 and 4.3 clearly do not satisfy IDA's directed requirements. Accordingly, IDA directs SingTel to amend Clauses 3.5 and 4.3 in the manner as specified above.

3.6 The Requesting Licensee acknowledges that the tower space and Co-Location Space allocated and the actual placement of the Tower Equipment and Co-Location Equipment shall be determined by SingTel. SingTel is not obliged to place the same Requesting Licensee's Tower Equipment or Co-Location Equipment adjacent to each other provided that SingTel must use reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Requesting Licensee.

CLAUSE 3.7 – CONDITIONAL APPROVAL

- 3.7 SingTel shall process all Tower Access Licence Requests on a “first come first served” basis up to the maximum amount specified in clause ~~3.7~~ 3.8.

CLAUSE 3.8 – DIRECTED AMENDMENTS

- 3.8 Subject to clause 3.3, SingTel shall process a combined total of no more than one (1) Tower Access Licence Request from all Licensees per Business Day (subject to a maximum of three (3) Tower Access Licence Requests per week) and any subsequent requests received in that week shall overflow to the next week. SingTel shall inform the Requesting Licensee of that overflow within one (1) Business Day of the Request Date.

IDA 3 June 2005 Direction: In the current RIO, there is no limit prescribed on the number of applications that SingTel must process for Tower Access Licence Request. Taking into account SingTel’s experience in implementing the RIO since 2001, IDA does not see any justification why SingTel should now require a limit for processing Tower Access Licence Request. Accordingly, IDA rejects SingTel’s proposed new Clause 3.7.

SingTel Response: Noted and amended.

Please refer to IDA’s annotations to Clause 2A above. IDA accepts SingTel’s proposed Clauses 3.7 and 3.8 in relation to providing a cap for processing Tower Access Licence Request. In addition, IDA directs SingTel to modify Clause 3.8 to provide for an obligation to inform the Requesting Licensee by the next Business Day in the event of an overflow.

IDA 3 June 2005 Direction: IDA is of the view that the existing Project Study procedures set out in Clause 4 are cumbersome and can be significantly streamlined to provide for a more efficient process, as well as lacks sufficient accountability and certainty. Accordingly, IDA directs SingTel to modify Clause 4 to incorporate the following requirements:

- (a) *SingTel must complete the Project Study within 15 Business Days from the date of the Tower Access Licence Request. IDA considers this timeframe to be reasonable.*

- (b) *SingTel must delete the requirement in Clause 4.4 that the Requesting Licensee's engineers and/or consultants be subject to SingTel's approval. SingTel is able to verify the analysis of the Requesting Licensee's engineers and consultants under Clause 4.6.*
- (c) *As currently drafted, Clause 4.7 does not specify a timeframe within which SingTel will provide the written notice of its Final Approval to the Requesting Licensee. This results in the lack of business certainty for the Requesting Licensee. Therefore, IDA requires SingTel to provide written notice of its Final Approval within the same 15 Business Day period as specified in annotation (a) above.*
- (d) *IDA requires SingTel to amend Clause 4.9 to provide that, if SingTel has any reason to believe that there may be a cost-overflow, it must notify the Requesting Licensee as soon as practicable and seek the Requesting Licensee's agreement to any additional charges beyond the initial cost estimates.*
- (e) *The existing process contemplates both a preliminary site survey and a joint site survey. However, it is not clear as to the activities that SingTel will undertake with respect to both surveys. IDA will not permit SingTel to raise a Requesting Licensee's costs without legitimate justification and in this respect, IDA does not consider a preliminary site survey to be necessary.*

SingTel Response:

Noted and amended in accordance with the IDA's decision on reconsideration.

4. PROJECT STUDY

CLAUSE 4.1 – CONDITIONAL APPROVAL

- 4.1 Except where SingTel has rejected a Tower Access Licence Request under clause ~~03.4~~ or where SingTel has notified that tower space and Co-Location Space are not available under clause ~~03.5~~, SingTel must complete a Project Study within fifteen (15) Business Days of the Request Date. The Requesting Licensee agrees to pay the Project Study fee specified in Schedule 9, regardless of whether its Tower Access Licence Request is successful.
- 4.2 The Project Study normally entails at least two (2) site visits:

- (a) a preliminary site survey by SingTel to determine and assess the space, power, earth, fibre and cable routing and any Site Preparation Works required for access to the tower space and the Co-Location Space; and
- (b) a joint site survey with the Requesting Licensee.

CLAUSE 4.3 – DIRECTED AMENDMENTS

~~4.34.3~~ The Requesting Licensee shall at its own cost engage professional engineers and/or consultants to access the tower space in accordance with the Physical Access Procedures in Attachment C for the purpose of performing structural analysis and electromagnetic tests to verify the feasibility of its proposed usage of the tower space, ~~including but not limited to determining whether:~~

~~(a) the size, weight and wind load of the radio transmission and reception equipment is suitable;~~

~~(b) the transmitting and receiving frequency of the system is suitable;~~

~~(c) the transmission power of each piece of radio transmission and reception equipment is suitable; and~~

~~(d) the provision of tower space and Co-Location Space will give rise to significant health, safety, technical or engineering issues.~~

Please refer to IDA’s annotations to Clause 3.5 above. As a consequential amendment, IDA directs SingTel to amend this Clause 4.3 in the manner as specified above.

~~4.34.4~~ The Requesting Licensee shall provide the results of the analysis performed under clause ~~04.3~~ to SingTel within fifteen (15) Business Days of the commencement of the Project Study under clause ~~04.1~~.

CLAUSE 4.5 – CONDITIONAL APPROVAL

~~4.44.5~~ SingTel may engage its own engineers and/or consultants to verify the analysis performed under clause ~~04.3~~ where SingTel has a reasonable justification for doing so. The reasonable cost of this verification is to be borne by the Requesting Licensee.

IDA 3 June 2005 Direction: IDA 3 June 2005 Direction: Any cost recoverable by SingTel must be reasonably incurred. Accordingly, IDA directs SingTel to modify Clause 4.6 by qualifying that such cost must be reasonable.

SingTel Response: Noted and amended.

CLAUSE 4.6 – DIRECTED AMENDMENTS

4.6 Following completion of the Project Study, SingTel shall provide written notice of its final approval (**Final Approval**) or rejection of the Tower Access Licence Request to the Requesting Licensee along with the following information where appropriate:

- (a) the estimated Charge for the Site Preparation Work along with an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;
- (b) the mounting position allocated for the radio transmission or reception equipment;
- (c) the location of the designated Lead-in Manhole to the Co-Location Space and the direction of the Connection Duct;
- (d) the estimated length of fibre cable required from the Lead-in Manhole to the Co-Location Space; and
- (e) the number of Business Days expected (which shall not exceed 25 Business Days as specified in clause 5.1) and the tasks necessary to complete the Site Preparation Work.

Under Clause 5.1, SingTel must complete the Site Preparation Work within 25 Business Days. Accordingly, IDA directs SingTel to modify Clause 4.6(e) in the manner as specified above.

CLAUSE 4.7 – DIRECTED AMENDMENTS

4.7 SingTel must provide written notice of its Final Approval or rejection to the Requesting Licensee within the timeframe set out in clause 04.1.

IDA 3 June 2005 Direction: IDA 3 June 2005 Direction: With reference to IDA's annotations to Clause 5 below, IDA directs SingTel to modify Clause 4.7(e) to incorporate the requirements specified.

For clarity of process, IDA directs SingTel to amend Clause 4.7 in the manner as specified above.

4.74.8 SingTel shall be entitled to levy and receive the Project Study fee provided in Schedule 9 regardless of the outcome of the Project Study or whether the Requesting Licensee proceeds with the Tower Access Licence Request after completion of the Project Study.

4.84.9 Where Final Approval is granted under clause 04.14.7, the Requesting Licensee shall confirm in writing to SingTel that it wishes to proceed with the Tower Access Licence Request (**Final Acceptance**) and that it agrees to pay the estimated Charges for Site Preparation Work set out in the notice under clause 04.6 within five (5) Business Days from the date of notification of the result of the Final Approval. If the Requesting Licensee does not give such confirmation within five (5) Business Days, its Tower Access Licence Request will be deemed to be cancelled. The Charges for Site Preparation Work are estimates only and are subject to change. SingTel shall use its reasonable endeavours to complete the Site Preparation Work within the price estimate. SingTel must as soon as possible, provide the Requesting Licensee with a revised price estimate if SingTel's costs increase above SingTel's estimate set out in the notice under clause 04.6 (as may be varied from time to time under this clause 04.9). SingTel must obtain the prior approval of the Requesting Licensee to the revised price estimate and if the Requesting Licensee does not provide its approval then SingTel may suspend construction under this clause until the Requesting Licensee agrees to the revised price estimate.

IDA 3 June 2005 Direction: IDA directs SingTel to modify Clause 5 to incorporate the following requirements:

- (a) ***Taking into consideration SingTel's experience in implementing the RIO since 2001, IDA considers it reasonable to now require SingTel to commit to a specific timeframe by which SingTel must complete the Site Preparation Work. This will provide certainty to Requesting Licensees and facilitate their network planning. Accordingly, SingTel must propose for IDA's approval a specific timeframe by which it must complete the Site Preparation Work. The timeframe must be broken down into the specific tasks that SingTel will perform and the maximum time in which SingTel will take to complete each task. If SingTel is unable to complete the Site Preparation Work within the timeframe specified, SingTel must promptly notify the Requesting Licensee and specify a revised timeframe for completion. With reference to Paragraph 3***

of Appendix 1, SingTel must also provide a remedy to the Requesting Licensee for any failure to meet the timeframe and the revised timeframe

- (b) *SingTel must account to the Requesting Licensee all estimated Charges for the Site Preparation Work in order to enable the Requesting Licensee to decide if it wishes to proceed with Co-Location. Accordingly, SingTel must modify Clause 5.1 to provide that SingTel will include, as part of the notification of the result of the Project Study, clear and detailed explanation of the scope of Site Preparation Work to be undertaken together with the estimated Charges for each item of such work. SingTel must also incorporate modifications to provide for its obligation to keep the Requesting Licensee informed if SingTel has any reason to believe that the costs incurred may exceed the estimated Charges and to seek the Requesting Licensee's agreement to such additional costs.*
- (c) *SingTel must notify the Requesting Licensee within 1 Business Day from the completion of the Site Preparation Work to attend the Co-Location Site for a final site inspection of the Co-Location Space.*

SingTel Response:

In relation to the IDA's comments in paragraph (a), the remedies for failure by SingTel to meet the timeframes for Site Preparation Work (including any revised timeframe, if applicable under clause 5.1) are addressed in the modifications to clause 1.11(a) and section 3 of new Annex 5B.3

Noted and Amended. SingTel believes that IDA's comments in paragraph (b) are captured through amendments in clauses 4 and 5.1.

5. SITE PREPARATION WORK FOR THE CO-LOCATION SPACE

CLAUSE 5.1 – DIRECTED AMENDMENTS

- 5.1 Subject to clause ~~04.94.9 and unless indicated otherwise under clause 4.6(e)~~, SingTel shall complete the Site Preparation Work within twenty five (25) Business Days of the date on which the Requesting Licensee notifies SingTel under clause 4.9 that it wishes to proceed with the Tower Access Licence Request and agrees to pay estimated charges. If SingTel is unable to complete the Site Preparation Work within the relevant period, SingTel shall:

- (a) promptly notify the Requesting Licensee of a revised date for completion; and
- (b) provide the Requesting Licensee with a remedy for the duration of the delay under clause 1.11.

Please refer to IDA's annotations to Clause 4.6(e) above. SingTel's proposed modifications suggest that SingTel has the ability to take a longer time frame beyond 25 Business Days to complete the Site Preparation Work without incurring any liability under the SLGs, if it had so indicated under Clause 4.6(e). This is clearly contrary to IDA's directed requirements set out in the annotations to Clause 5 of Schedule 5B in the 3 June 2005 Direction that SingTel must complete the Site Preparation Work by a fixed timeframe, failing which SingTel must provide a remedy.

In addition, it is uncertain when the period of 25 Business Days for completion of Site Preparation Work begins to run. This is not satisfactory for the purposes of a Requesting Licensee's operational and business planning.

Accordingly, IDA directs SingTel to amend Clause 5.1 in the manner as specified above.

- 5.2 As part of the Site Preparation Work, SingTel shall construct two (2) 110mm Connection Ducts of one (1) metre from the designated Lead-in Manhole in the direction indicated in clause ~~4.2(c)~~4.6(e) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the Connection Duct constructed in SingTel's Lead-in Manhole.

CLAUSE 5.3 – CONDITIONAL APPROVAL

- 5.3 Within one (1) Business Day of the completion of the Site Preparation Work, SingTel will notify the Requesting Licensee and request the Requesting Licensee to attend the Co-Location Site for a final site inspection of the Co-Location Space.

6. INSTALLATION AND MAINTENANCE OF EQUIPMENT IN THE TOWER SPACE

CLAUSE 6.1 - CONDITIONAL APPROVAL

- 6.1 Where the Requesting Licensee gives its Final Acceptance under clause ~~04.9~~, the Requesting Licensee shall provide its:

- (a) installation schedule;

- (b) installation plan; and
- (c) work method statement consistent with SingTel's guidelines set out in Attachment G; and
- (d) details of how the Requesting Licensee will protect SingTel's existing installation from damage or harm,

within five (5) Business Days from the Final Acceptance. SingTel shall not unreasonably reject a work method statement provided by the Requesting Licensee.

IDA 3 June 2005 Direction: IDA is of the view that it is impractical to require the Requesting Licensee to provide the work method statement required under Clause 6.1, given that the Requesting Licensee will not be familiar with SingTel's existing equipment located in the tower space. At the same time, IDA recognises SingTel's concern to ensure that Requesting Licensees carry out work in a careful manner so as to avoid any damage to SingTel's equipment. Accordingly, IDA directs SingTel to modify Clause 6.1 by removing the obligation for the Requesting Licensee to submit to SingTel a work method statement. Alternatively, SingTel may propose for inclusion in Schedule 5B, a standard work method statement that Requesting Licensees must comply with when carrying out works in the Tower Space.

CLAUSE 6.2 – CONDITIONAL APPROVAL

SingTel Response:

Amended in accordance with the IDA's decision on reconsideration.

- 6.2 SingTel shall review the installation schedule and plan provided under clause 6.1 and within three (3) Business Days shall either give the Requesting Licensee;
- (a) an advice giving its approval; or
 - (b) an advice withholding its approval with the reason for refusal and an alternate installation schedule and/or plan.

IDA 3 June 2005 Direction: IDA considers a period of 5 Business Days for SingTel to approve installation to be unreasonably long for a straightforward process. Taking into account SingTel's experience in implementing the RIO since 2001, IDA would expect SingTel to be more efficient in processing applications. Accordingly, IDA directs SingTel to modify Clause 6.2 to adopt 2 Business Days.

SingTel Response:

Amended in accordance with the IDA's decision on reconsideration.

- 6.3 The Requesting Licensee must commence installation of the Tower Equipment onto the tower within thirty (30) Business Days of its Final Acceptance or as otherwise agreed to by SingTel.
- 6.4 The Requesting Licensee shall request access to the Tower for the installation works in accordance with Attachment C.

CLAUSE 6.5 – CONDITIONAL APPROVAL

- 6.5 SingTel may carry out an inspection of the completed installation and/or a supervision of the installation to confirm that the installation conforms to the approved plans within five (5) Business Days of the completion of the installation of the Tower Equipment, failing which SingTel is deemed to have confirmed that the installation conforms to the approved plans. The reasonable cost for this inspection and/or supervision shall be borne by the Requesting Licensee.

IDA 3 June 2005 Direction: Clause 6.5 does not state when SingTel will carry out the inspection of the completed installation and/or a supervision of the installation. IDA is of the view that the Requesting Licensee cannot be subject to an inspection for an indefinite period of time. Accordingly, IDA directs SingTel to modify Clause 6.5 to provide that if SingTel chooses to do so, it must carry out the inspection within 5 Business Days from the completion of the installation, failing which SingTel is deemed to have confirmed that the installation conforms to the approved plans.

SingTel Response: Noted and amended.

CLAUSE 6.6 – CONDITIONAL APPROVAL

- 6.6 Where an inspection under clause 6.5 reveals that the installation does not conform to the approved installation plan in a significant manner which disadvantages SingTel or jeopardises SingTel's plant, SingTel shall notify the Requesting Licensee of the results of the inspection. SingTel may still inform and require the Requesting Licensee to make adjustments to its installation where the installation does not conform with the installation plan in a non-

material way, but this notification will not delay the approval process under this Schedule.

IDA 3 June 2005 Direction: IDA will not permit SingTel to raise a Requesting Licensee's costs without legitimate justification. Therefore, SingTel must not require a Requesting Licensee to reinstall or take other corrective action because the installation does not conform to the approved installation plan, unless such non-conformity disadvantages SingTel or jeopardises SingTel's plants. Accordingly, IDA directs SingTel to modify Clause 6.6 by substituting the phrase "installation does not conform with the approved installation plan in a significant manner which disadvantages SingTel or jeopardises SingTel's plant" in place of the phrase "that the installation does not materially conform to the installation plan, or that the installation disadvantages or jeopardises SingTel's plant".

SingTel Response: Noted and amended.

CLAUSE 6.7 – CONDITIONAL APPROVAL

6.7 Upon notification under clause 6.6, the Requesting Licensee shall reinstall its plant or take other corrective action within a reasonable time as agreed between the Parties, but in any event within ten (10) Business Days. The Requesting Licensee shall bear all reasonable costs for re-installation and corrective action. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action (including the removal of the Requesting Licensee's equipment) and recover the reasonable cost from the Requesting Licensee accordingly.

CLAUSE 6.8 – CONDITIONAL APPROVAL

6.8 Before installation of Tower Equipment, the Requesting Licensee shall be allowed to cancel any request or approval of the Tower Access Licence upon written notice to SingTel. SingTel shall charge an administration fee as detailed in Schedule 9 for processing such cancellation as well as the reasonable costs that SingTel incurred up to the point of cancellation.

IDA 3 June 2005 Direction: SingTel has proposed the deletion of the existing Clause 6.8. In IDA's view, the Requesting Licensee must be allowed to cancel any request or approval for Tower Access Licence. To compel provisioning of facilities on a Requesting Licensee which no longer requires such facilities would be economically wasteful and inefficient. Further, as SingTel will be compensated for processing such

cancellation, as well as the reasonable cost that it had incurred up to the point of cancellation, such a process for cancellation is fair and reasonable. In the premises, IDA rejects SingTel's proposed deletion of Clause 6.8.

SingTel Response: Noted and amended.

6.9 The Requesting Licensee shall at its own cost and expense, comply with all reasonable requirements of SingTel regarding the installation and/or maintenance of the Requesting Licensee's plant, the licensed area and any works thereto.

CLAUSES 6.10, 6.11 AND 6.12 – CONDITIONAL APPROVAL

6.10 If the Requesting Licensee detects a defect or problem in the tower it shall notify SingTel as soon as possible.

6.11 The Requesting Licensee must, at its own cost:

- (a) ensure that the tower and Co-Location Space is left in a tidy and safe condition at all times, including after conducting maintenance or any other operation;
- (b) ensure that flammable, toxic material, building material, or rubbish is not left on or around the tower and Co-Location Space following any maintenance or other operation it conducts on or around the tower or Co-Location Space;
- (c) correct any defect or problem with its own equipment which jeopardises SingTel's equipment;
- (d) immediately notify SingTel of any damage to SingTel's equipment consequent upon its act or omission;
- (e) maintain and repair its own equipment; and
- (f) take such other action as a reasonably prudent Requesting Licensee would.

6.12 The Requesting Licensee shall consult with and obtain the consent of SingTel before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.

FORMER CLAUSE 6.11 – DELETION ACCEPTED

~~6.11 If the Requesting Licensee wishes to replace existing Tower Equipment located on the tower or to install additional Tower Equipment on the tower, the Requesting Licensee must submit a request under clause 3.~~

IDA 3 June 2005 Direction: IDA notes that Clause 14 specifies a procedure for replacing and installing additional equipment. In this respect, the matters dealt with in Clause 6.11 should be contained in Clause 14. Accordingly, IDA directs SingTel to delete Clause 6.11.

SingTel Response: Noted and amended.

7. INSTALLATION AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE

7.1 The Parties agree to comply with the following procedures in connection with the installation and maintenance of Co-Location Equipment:

- (a) the Co-Location Equipment Installation and Maintenance Procedures at Attachment A and as amended by SingTel from time to time;
- (b) the Standard Operating Procedures at Attachment B and as amended by SingTel from time to time; and
- (c) the Physical Access Procedures at Attachment C and as amended by SingTel from time to time.

8. STANDARD TERMS AND CONDITIONS

8.1 Each Requesting Licensee shall be responsible for the construction and maintenance of its equipment. SingTel shall be responsible for maintaining and administering the tower, tower space and the Co-Location Space under this Schedule.

8.2 When SingTel's and the Requesting Licensee's plant is damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in SingTel's tower.

8.3 The Requesting Licensee shall engage a qualified architect and a professional engineer to make the necessary submission to competent authorities and provide

a professional engineer's certification for the installation of the Tower Equipment at its own costs.

- 8.4 The Tower Equipment installed shall not exceed the height of five (5) metres per deck.

FORMER CLAUSE 8.5 – DIRECTED AMENDMENTS

~~8.5 The Requesting Licensee shall re-locate and re-install its Tower Equipment at its own expense should the tower structure be required for planned maintenance or upgrading works. SingTel must provide the Requesting Licensee with at least fourteen (14) Calendar Days' prior notice before undertaking such planned maintenance or upgrading works.~~

IDA 3 June 2005 Direction: IDA considers it reasonable for SingTel to provide the Requesting Licensee with at least 14 Calendar Day prior notice before undertaking any repair or upgrading works. Accordingly, IDA directs SingTel to modify Clause 8.5 to incorporate the requirements specified.

SingTel Response: Noted and amended.

Given SingTel's proposed modifications to Clause 13, IDA considers that this Clause 8.5 is more appropriately merged with Clause 13.2 (please see IDA's directed amendments to Clause 13.2). Accordingly, IDA directs SingTel to delete former Clause 8.5 in its entirety.

CLAUSE 8.5 – CONDITIONAL APPROVAL

- 8.5 Each Party shall ensure that the Tower Equipment and any other equipment installed does not interfere with any of the existing systems (including the other Party's equipment, plant, Facilities, Networks and the equipment of other occupying Licensees). In the event of such interference, both Parties will act promptly and in good faith to take reasonable measures to resolve the interference concerns. If these concerns cannot be resolved by reasonable measures, the Requesting Licensee shall either relocate or remove the Tower Equipment or other equipment immediately at its own cost.

- 8.6 The Requesting Licensee shall provide proper identification markings on each and every piece of Tower Equipment and cable installed.

9. ACCESS AND APPROVALS REQUIRED

9.1 The Requesting Licensee must use its reasonable endeavours to assist SingTel in providing the licence to use the tower space and the Co-Location Space, including, but not limited to:

- (a) at the Requesting Licensee's cost, co-operating with SingTel so that SingTel is able to license the tower space and the Co-Location Space efficiently; and
- (b) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for licensing the tower space and the Co-Location Space.

9.2 The access to the tower space and the Co-Location Space is subject to approval from all the relevant authorities with regard to its use and proposed renovation. The Requesting Licensee shall comply with all the terms and conditions imposed by the relevant authorities or government departments at its own cost.

9.3 The Requesting Licensee shall at its own cost and expense, comply with all statutes, by-laws, rules or regulations that may apply to or be imposed on the Requesting Licensee in respect of the licence by any Governmental Agency.

10. REQUESTING LICENSEE'S RIGHTS

10.1 The Requesting Licensee has a personal right of occupation on the terms and conditions of the access granted to the tower space and Co-Location Space and has no right, title, proprietary interest or interest in the relevant tower and its tower space or Co-Location Space to which the licence has been granted. This access shall not create a tenancy and shall not give the Requesting Licensee exclusive right to the occupation of the licensed tower space or Co-Location Space. The legal right to possession and control over the tower space and Co-Location Space is vested in SingTel throughout the term of the access.

11. PROTECTION AND SAFETY

11.1 The Requesting Licensee is responsible for the safe operation of its network and shall be responsible for the safe operation of its equipment on the tower and shall, so far as reasonable practicable, take all necessary steps to ensure that its use of the tower space and the Co-Location Space:

- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
- (b) does not damage, interfere with or cause any deterioration in the operation of SingTel's Network;
- (c) does not jeopardise the integrity or confidentiality of communications within the SingTel's Network; and
- (d) does not threaten the security and accessibility of SingTel's tower.

CLAUSE 11.2 - CONDITIONAL APPROVAL

11.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise that occurs at the site to SingTel and the relevant authority. For fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority's investigation of the circumstances leading to the accident. The Requesting Licensee shall report immediately to the Ministry of Manpower, the police and the insurance company of any fatal accident having occurred at the site. The Requesting Licensee shall be liable for and shall indemnify and keep indemnified SingTel against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Requesting Licensee's employees and contractors in relation to SingTel's tower site and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

IDA 3 June 2005 Direction: IDA is not the relevant Authority concerned with investigating the circumstances which may lead to the accident. Accordingly, IDA directs SingTel to modify Clause 11.2 by making reference to the "relevant authority", instead of the "Authority".

SingTel Response: Noted and amended.

11.3 The Requesting Licensee certifies that all work performed by the Requesting Licensee which licence has been approved is performed by appropriately qualified, skilled and trained personnel.

CLAUSE 12 - DIRECTED AMENDMENTS

IDA 3 June 2005 Direction: IDA directs SingTel to modify Clause 12 to incorporate the following requirements:

- (a) SingTel must not impose a minimum term of licence in Clause 12. To compel a Requesting Licensee to retain its Tower Access Licence that the Requesting Licensee no longer requires is inefficient and wasteful.*
- (b) Therefore, while the term of the Tower Access Licence shall continue until the expiry of the RIO Agreement, the Requesting Licensee may terminate the licence at any time by giving SingTel 1 month notice period. However, where the Requesting Licensee requires termination of the licence before the expiry of the 1 month notice period, the Requesting Licensee will remain liable for the recurring charges under the Tower Access Licence until the date of expiry of the 1 month notice period term.*

This amendment is necessary to provide the industry with certainty as to the duration of the Tower Access Licence and obviates the unnecessary process of renewing the licence. Further, IDA is of the view that the current notice period of 6 months prescribed in Clause 12.4 for termination by the Requesting Licensee unnecessarily hinders the Requesting Licensee's ability to structure its business operations to meet changing market conditions.

- (c) IDA will not permit SingTel to unilaterally terminate a Tower Access Licence by giving prior written notice to the Requesting Licensee. Please also refer to IDA's annotations to Clause 12.7 below on the circumstances under which SingTel may terminate the licence of a Tower Access Licence upon the occurrence of certain specified events.*

SingTel Response: Noted and amended.

12. TERM OF LICENCE

12.1 ~~Unless terminated earlier in accordance with clause 12.2, t~~The Tower Access Licence shall commence on the date the Requesting Licensee provides notice of its Final Acceptance under clause 04.9 and shall continue for the term of the RIO Agreement until the earlier of any of the events specified in clause 12.2.

12.2 The Tower Access Licence under clause 12.1 shall be terminated:

- (a) if ~~either party terminates~~ the Tower Access Licence ~~is terminated~~ in accordance with ~~this clause 14 of this~~ Schedule;
- (b) if the SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement;
- (c) if the Authority removes the requirement for SingTel to supply Tower Access under the SingTel RIO or exempts SingTel from providing Tower Access under clause 13.8 of the RIO Agreement; or
- (d) subject to clause 12.3, ~~the Requesting Licensee terminates the Tower Access Licence by giving SingTel on~~ not less than one (1) months prior written notice ~~by the Requesting Licensee to SingTel,~~

~~such termination to be effective on the date that SingTel or the Requesting Licensee completes the recovery/reinstatement work under clause 14.7.~~

In relation to Clause 12.2(a), as the right of the parties to terminate the licence is set out in Clause 14, IDA requires SingTel to specifically refer to such right under Clause 14. Otherwise, it is uncertain as to under what other circumstances the licence may be terminated under this Schedule.

In relation to Clause 12.2(d), IDA recognises SingTel's concern that a Requesting Licensee may not remove its Tower Equipment and Co-Location Equipment upon termination. However, such a concern is already addressed by Clause 14.9, which provides that SingTel may proceed to remove the Requesting Licensee's Tower Equipment and Co-Location Equipment if the latter fails to do so within fifteen (15) Business Days, and recover the reasonable costs of doing so from the Requesting Licensee. Therefore, IDA rejects SingTel's proposal to provide that termination is effective on the date the Requesting Licensee completes its removal works.

Accordingly, IDA directs SingTel to amend Clause 12.2 in the manner as specified above.

12.3 The Requesting Licensee may terminate the Tower Access Licence on less than one (1) month's prior written notice, provided that the Requesting Licensee shall be liable to SingTel for the recurring fees under the Tower Access Licence for the period between the date of termination and the date that is one (1) month after the notice of termination.

13. SUSPENSION

13.1 Subject to 12.2 of the RIO Agreement, SingTel may suspend the Requesting Licensee's Tower Access Licence until further notice if the Requesting Licensee's equipment causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person), including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network.

CLAUSE 13.2 – DIRECTED AMENDMENTS

13.2 SingTel may carry out repairs or upgrades to any tower space and Co-Location Space by giving fourteen (14) Calendar Days notice to the Requesting Licensee (such repair or upgrades to be assessed and performed on the same criteria as SingTel provides to itself, its affiliates and Customers). During the period of repair or upgrading works, if necessary to facilitate the repairs or upgrades, the Requesting Licensee shall re-locate and re-install its Tower Equipment at its own expense.

Please refer to IDA's annotations to former Clause 8.5 above in relation to merging former Clause 8.5 and Clause 13.2. Accordingly, IDA directs SingTel to amend Clause 13.2 in the manner as specified above.

CLAUSE 13.3 – CONDITIONAL APPROVAL

13.3 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the Tower Access Licence under this clause.

SingTel Response:

New clause 13.1 has been inserted in accordance with the IDA's comments in paragraph (c) at the beginning of this Schedule 5B. SingTel has modelled new clause 13 on clause 17 of Schedule 5A. SingTel notes that new clauses 13.1 and 13.3 are substantially similar to clause 8 of Schedule 8A. SingTel has also inserted new clause 13.2 (an equivalent clause of which is contained in Schedule 5A) to enable SingTel to conduct any repairs or upgrades to tower space by giving 14 Calendar Days notice to the Requesting Licensee.

14. TERMINATION OF LICENCE

CLAUSE 14.1 – CONDITIONAL APPROVAL

14.1 SingTel may terminate the Tower Access Licence at any time with immediate effect by giving notice to the Requesting Licensee if the Requesting Licensee fails to complete the installation of its tower and Co-Location Equipment within thirty (30) Business Days under Attachment A or as otherwise agreed by SingTel. If the Requesting Licensee's failure to complete installation is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned thirty (30) Business Day periods. SingTel must respond to the Requesting Licensee's request under this clause within two (2) Business Days from the date of receipt of such request.

IDA 3 June 2005 Direction: IDA notes that this Clause 12.3 does not specify the timeframe within which SingTel will notify the Requesting Licensee whether or not it approves the request for extension of time. This results in business uncertainty for the Requesting Licensee. Accordingly, SingTel directs IDA to modify Clause 12.3 to provide that SingTel will notify the Requesting Licensee of its approval or rejection within 2 Business Day from the date of request for extension.

SingTel Response: Noted and Amended.

DELETION ACCEPTED

~~The Requesting Licensee may terminate a Tower Access Licence under this Schedule after the expiry of the original term under clause 12.1 by giving SingTel no less than six (6) months' written notice. Termination of the licence shall take effect from the date specified in the notice.~~

SingTel Response: Noted and deleted.

DELETION ACCEPTED

~~SingTel may terminate the Tower Access Licence with effect on or after the expiry of the original term under clause 12.1 by giving the Requesting Licensee no less than six (6) months' written notice. Termination of the licence shall take effect from the date specified in the notice.~~

SingTel Response: Noted and deleted.

CLAUSE 14.2 – DIRECTED AMENDMENTS

- 14.2 Subject to clause 13.2 of the RIO Agreement, Either Party (**Terminating Party**) may terminate a Tower Access Licence if the other Party is in breach of this Schedule and such breach remains unremedied for a period of:
- (a) seven (7) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a service affecting breach; and
 - (b) fourteen (14) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a non-service affecting breach (including but not limited to failure to pay any sum in which the Requesting Licensee has been Invoiced).

IDA 3 June 2005 Direction: Consistent with IDA’s required amendments to Clauses 12.1(d) and 13.1(d) of Part 2 of the Main Body of SingTel’s RIO, IDA directs SingTel to modify Clause 12.6 by extending the notice period to 14 Calendar Days.

SingTel Response: Amended in accordance with the IDA’s decision on reconsideration.

Please refer to IDA’s annotations to former Proposed New Clause 12.6 of Schedule 5B in the 3 June 2005 Direction as well as IDA’s Decision on Reconsideration in relation to Clauses 12.1(d) and 13.1(d) of Part II of the Main Body. IDA did not permit SingTel to remove the requirement that this Clause 14.2 must remain subject to Clause 13.2 of Part II of the Main Body. In this regard, IDA would highlight that Sub-section 5.6.2 of the Code 2005 specifically provides that “[e]xcept where imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action...the Licensee that seeks to [unilaterally suspend or terminate an Interconnection Agreement] must seek IDA’s written approval...” For these reasons, this Clause 14.2 must remain subject to Clause 13.2 of Part II of the Main Body.

Consistent with IDA’s Decision on Reconsideration in respect of Clauses 12.1(d) and 13.1(d) of the Main Body, IDA directs SingTel to amend this Clause 14.2(b) in the manner as specified above.

CLAUSE 14.3 – CONDITIONAL APPROVAL

IDA 3 June 2005 Direction: IDA directs SingTel to modify Clause 12.7 to incorporate the following requirements:

- (a) *IDA will not permit SingTel to terminate a licence for Tower Access Licence immediately by written notice, except in the circumstances specified in Clauses 12.7(a) to (c), (e) to (f) and (h).*
- (b) *Where Clause 12.7(d) applies, SingTel must provide the Requesting Licensee with 10 Business Days' notice prior to terminating the licence for Tower Access Licence. This is to avoid any dispute, should SingTel wrongly conclude that the Requesting Licensee has abandoned its Tower Equipment.*
- (c) *In relation to Clause 12.7(f), SingTel has not provided any basis by which it determines that the Tower Space is "unsuitable". Accordingly, unless SingTel can specify in these clauses, objective and satisfactory bases for making such a determination, IDA requires SingTel to delete the reference to "unsuitable".*

IDA is of the view that the events triggering Clause 12.7(g) should be dealt with in Clause 12.8. Accordingly, unless SingTel can provide IDA with satisfactory justification for retaining Clause 12.7(g), SingTel must delete Clause 12.7(g) in its entirety.

SingTel Response: Noted and Amended. SingTel has retained clause 12.8(g) because it deals with circumstances where SingTel's rights as a FBO have been revoked, terminated or expired. Clause 12.8 deals with closure of a tower site (all clause references are to original clauses).

- 14.3 Subject to clause 13.2 of the RIO Agreement, SingTel may immediately terminate the Tower Access Licence if:
- (a) the Requesting Licensee is no longer an FBO;
 - (b) in SingTel's reasonable opinion, the Requesting Licensee is using the tower space or Co-Location Space in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
 - (c) the Tower Equipment or Co-Location Equipment is used for a purpose other than for the purpose contemplated under clause 1.1;
 - (d) the Requesting Licensee locates equipment other than Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space respectively;

- (e) the tower Space or Co-Location Space have become unsafe for their purpose;
- (f) SingTel's right to own, maintain or operate the tower site is revoked or terminates or expires; or
- (g) the Requesting Licensee's use of the tower site causes or is likely to cause physical or technical harm to any telecommunication network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network.

CLAUSE 14.4 – DIRECTED AMENDMENTS

14.4 Subject to clause 13.2 of the RIO Agreement, SingTel may terminate the Tower Access Licence on ten (10) Business Days prior written notice, if the Requesting Licensee removes or abandons its Tower Equipment or Co-Location Equipment and the Requesting Licensee did not dispute such written notice by SingTel.

Please refer to IDA's annotations to Clause 12.7 of Schedule 5B in the 3 June 2005 Direction. IDA has clearly stated that the purpose of the notice period is to avoid any dispute, should SingTel wrongly conclude that the Requesting Licensee has abandoned its Tower Equipment or Co-Location Equipment. Hence, in the case where the Requesting Licensee disputes SingTel's written notice under this Clause 14.4, SingTel must not proceed to terminate the licence. Instead, the dispute should be resolved in accordance with Schedule 11 of SingTel's RIO. Accordingly, IDA directs SingTel to amend this Clause 14.4 in the manner as specified above.

CLAUSE 14.5 – DIRECTED AMENDMENTS

14.5 If SingTel, ~~acting reasonably, considers that~~ has plans or otherwise proposes to decommission a Tower ~~is no longer economical to maintain~~, SingTel may provide the Requesting Licensee with at least threesix (36) months' prior notice of its intention to terminate the Tower Access Licence.

SingTel Comments: SingTel has added clause 14.5 to state that it may only terminate the Tower Access Licence if it is no longer economical for SingTel to maintain. In making such a determination, SingTel is required to act reasonably.

If SingTel considers that a Tower is no longer economical to maintain, IDA will expect SingTel to decommission such facility altogether. Otherwise, if SingTel should

continue to use such facility, then there is no basis for SingTel to deny the Requesting Licensee such similar use. Accordingly, IDA directs SingTel to amend this Clause 14.5 in the manner as specified above.

CLAUSE 14.6 – DIRECTED AMENDMENTS

14.6 If at any time during the term that the Tower Access Licence is to be terminated because of the closure of that tower site, SingTel must give the Requesting Licensee at least six (6) months prior written notice before such event and if SingTel is unable to give such notice for circumstances beyond SingTel's reasonable control, SingTel must notify the Requesting Licensee as soon as reasonably practicable upon becoming aware of any closure of the tower site. In the event of a closure of a Co-Location Site SingTel must take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to End Users. The Requesting Licensee shall bear its own cost associated with the closure of a tower site and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its customers with services. If the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this clause to provide an alternative solution to access the tower site which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the tower site that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 14.6 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

IDA 3 June 2005 Direction: Given that the closure of a tower site is an event that is planned for by SingTel well in advance, IDA considers it reasonable to require SingTel to provide at least 6 months prior notice to the Requesting Licensee before such event. This will provide the Requesting Licensee with reasonable sufficient notice to make alternative arrangements and minimise service disruption to End Users. However, in situations where SingTel is unable to provide the minimum required notice of 6 months under Clause 12.8 as a result of circumstances beyond SingTel's reasonable control (for example, where a third party requires SingTel to close the site without providing sufficient notice to SingTel), SingTel must notify the Requesting Licensee as soon as practicable upon becoming aware of any pending closure of the site. In addition, SingTel must take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to End Users arising from the termination. IDA directs SingTel to modify Clause 12.8 to incorporate the above requirements.

SingTel Response: Noted and amended.

Please refer to IDA's annotations to Clause 12.8 of Schedule 5B in the 3 June 2005 Direction. Among others, IDA required SingTel to modify this Clause to specify that SingTel must take reasonable measures to minimise service disruptions in the event of closure of the Co-Location Site. SingTel's proposed modifications do not address this issue and does not satisfy IDA's directed requirements.

In addition, IDA has specified that SingTel must provide at least 6 months' notice.

Accordingly, IDA directs SingTel to amend this Clause 14.6 in the manner as specified above.

FORMER CLAUSE 12.9 AND FORMER PROPOSED NEW CLAUSE 12.10

IDA 3 June 2005 Direction: Please refer to Paragraph 2 of Appendix 1. IDA will permit SingTel to recover all reasonable costs associated with the reinstatement of its tower site. However, such a right of recovery is not applicable where the tower site is being decommissioned by SingTel. This is because in such a situation: (i) it is SingTel's business decision that caused the cost; and (ii) SingTel would not be able to avoid the costs of termination in any case since decommissioning of the tower site necessarily entails termination. Accordingly, IDA directs SingTel to modify Clause 12.9 and proposed new Clause 12.10 to incorporate the requirements specified.

SingTel Response: Noted and amended.

CLAUSE 14.7 – DIRECTED AMENDMENTS

14.7 Upon expiry or ~~notice of~~ termination of the Tower Access Licence:

- (a) the Requesting Licensee must discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment from the tower site within thirty (30) Business Days after the expiry of the Tower Access Licence or from the date of ~~notice of~~ termination of the Tower Access Licence, whichever is the earlier; and

The Requesting Licensee is only required to discontinue the use of the Tower space upon termination of the licence and not mere notice of termination. Similarly, the Requesting Licensee is only required to remove its Co-Location Equipment within 15

Business Days of termination of the licence, and not from the date of notice of such termination. It is unreasonable to require the Requesting Licensee to discontinue its use of such facilities upon notice of termination given that the purpose of the notice period is, among others, to provide the Requesting Licensee with sufficient transition time to minimise service and operational disruption. Moreover, the Requesting Licensee may have a genuine dispute over the notice of termination. Accordingly, IDA directs SingTel to amend Clause 14.7 in the manner as specified above.

- (b) SingTel shall reinstate the tower space and Co-Location Space and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the Requesting Licensee, other than in circumstances where the Requesting Licensee's discontinuation of the use of the Tower Equipment is a direct result of SingTel's decommissioning of the tower or the site under clause 2.1(e).

CLAUSE 14.8 – DIRECTED AMENDMENTS

- 14.8 Upon expiry or termination of the licence in respect of the Tower Access Licence and the removal of the Requesting Licensee's Tower Equipment and Co-Location Equipment from the tower site, SingTel shall verify and restore the state of the tower site. The Requesting Licensee shall pay all reasonable costs incurred by SingTel in verifying and restoring the state of the tower site, other than in circumstances where the Requesting Licensee's discontinuation of the use of the Tower Equipment is a direct result of SingTel's decommissioning of the tower or the site under this Schedule 5B~~clause 2.1(e)~~.

For clarity, IDA directs SingTel to amend this Clause 4.8 in the manner as directed above.

CLAUSE 14.9 – CONDITIONAL APPROVAL

- 14.9 If the Requesting Licensee fails to discontinue the use of its Tower Equipment and Co-Location Equipment and remove its Tower Equipment and Co-Location Equipment under clause ~~014.7~~, SingTel shall remove the Requesting Licensee's Co-Location Equipment and reinstate the tower space and Co-Location Space to their original condition. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Tower Equipment and Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel related to or in connection with the work undertaken by SingTel.

IDA 3 June 2005 Direction: IDA directs SingTel to modify Clause 12.11 to clarify that the exclusion of liability applies only in connection with the disposal of the Tower Equipment and Co-Location Equipment.

SingTel Response: Noted and amended.

CLAUSE 14.10 – CONDITIONAL APPROVAL

14.10 Upon termination of the Tower Access Licence, any physical access granted to the tower site shall also be terminated, except in circumstances where such access is necessary to remove the Requesting Licensee's Tower Equipment and Co-Location Equipment, and the Requesting Licensee has obtained SingTel's prior approval for such access.

IDA 3 June 2005 Direction: Upon termination of the Tower Access Licence, a Requesting Licensee may still require physical access in order to remove its equipment. Accordingly, IDA directs SingTel to modify Clause 12.12 to allow the Requesting Licensee physical access for the purposes of removing its equipment.

SingTel Response: Noted and amended.

FORMER CLAUSE 12.13 – DELETION ACCEPTED

~~12.13 Upon termination of Tower Access Licence by the Requesting Licensee or SingTel under this clause 12 (except clauses 12.7(f) or 12.7(g)) prior to the expiry of the licence term referred to in clauses 12.1 and 12.2, the following Charges shall be recovered from the Requesting Licensee but only where SingTel has at its discretion constructed additional Co-Location Space in respect of a tower and has not recovered the full cost of Site Preparation Work from the Requesting Licensee from upfront Site Preparation Work Charges:~~

~~(a) licence Charges for the remainder of the original licence term; and~~

~~(b) — outstanding pro-rata Site Preparation Work Charges.~~

IDA 3 June 2005 Direction: The cost incurred by SingTel for Site Preparation Work must be notified to the Requesting Licensee upfront and be recovered from the Requesting Licensee upfront. In this respect, IDA will not permit SingTel to recover any cost for Site Preparation Work that has not been notified and recovered from the Requesting Licensee upfront. Accordingly, IDA directs SingTel to delete Clause 12.13.

SingTel Response: Noted and deleted.

15. SUB-LICENSING

15.1 The Requesting Licensee must not assign the Tower Access Licence in respect of or sub-let the tower space or Co-Location Space at the tower site.

16. ADDITIONAL SPACE AND EQUIPMENT

CLAUSE 16 – DIRECTED AMENDMENTS

IDA 3 June 2005 Direction: IDA requires SingTel to clarify the applicable procedures and timeframes by which SingTel will process a Requesting Licensee’s request for replacement, modification, rearrangement or additional installation of equipment. In this respect, it is uncertain as to which sub-clauses in Clause 3 apply. In any event, the applicable procedures and timeframes must be sufficiently streamlined to enable a Requesting Licensee to make its request and for SingTel to process the request in an efficient and expedient manner. Accordingly, IDA directs SingTel to modify Clauses 14.1 and 14.2 to incorporate the requirements specified.

In addition, any reasonable cost which SingTel seeks to recover for processing such request is subject to IDA’s approval. If SingTel wants to recover such costs, SingTel must propose for inclusion in Schedule 9 the relevant costs.

16.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space or to install additional Tower Equipment or Co-Location Equipment in the tower space or Co-Location Space (**Modified Tower Equipment**), the Requesting Licensee must submit a request in respect of that Modified Tower Equipment. The Requesting Licensee shall be liable for the costs incurred by SingTel in processing the request for Modified Tower Equipment under this clause 16.1.

The request must contain the following information:

(a) Purpose of replacement, modification or rearrangement;

(b) Date, time and duration of replacement, modification or rearrangement;

(c) Detailed description of works and process to be carried out at the tower space or Co-location Space;

- (d) Tower Equipment to be installed, replaced, modified or rearranged;
- (e) Any assistance required from SingTel (subject to approval and charges);
- (f) A description of the precautions on how the Requesting Licensee would ensure that the replacement, modification, rearrangement or addition would not affect any SingTel plant or equipment; and
- (g) Any other information which the Requesting Licensee believes would be useful to SingTel in assessing the Requesting Licensee's request.

In order to provide certainty and clarity to Requesting Licensees with respect to the information required by SingTel in processing a request for replacement, modification or rearrangement of existing Tower Equipment, IDA directs SingTel to amend this Clause 16.1 in the manner as specified above.

- 16.2 Within five (5) Business Days of the receipt of the request for Modified Tower Equipment, SingTel must notify the Requesting Licensee whether its request for Modified Tower Equipment is accepted or rejected. If SingTel does not meet the timeframe under this clause 16.1(a), it shall provide the Requesting Licensee with a remedy for the duration of the delay under clause 1.11(a). SingTel may reject the request for Modified Tower Equipment if SingTel reasonably believes that the replacement modification and rearrangement under the request for Tower Equipment may affect the operation of SingTel's or any Third Party's equipment or plant, or require SingTel to perform any work or provide any additional services such as power or Co-Location Space.
- 16.3 If SingTel rejects the Requesting Licensee's request for Modified Tower Equipment under clause 16.1(a), the Requesting Licensee may submit a separate Tower Access Licence Request in respect of the Requesting Licensee's Modified Tower Equipment, which shall be processed by SingTel pursuant to this Schedule 5B.
- 16.4 Requests for additional tower space or Co-Location Space at tower sites shall be treated as a separate Tower Access Licence Request and the process of ordering and provisioning in this Schedule 5B shall apply.

ANNEX 5B.1 – CONDITIONAL APPROVAL

ANNEX 5B.1

LIST OF POSSIBLE TOWER SITE

Serial Number	Description of Tower Site
1	Ayer Rajah Tower
2	Bedok Tower
3	Bukit Timah Hill Tower
4	P Ubin Tower
5	P Tekong Tower
6	P Sakra Tower
7	Sentosa Tower
8	Tuas Tower
9	Yio Chu Kang Radio Receiving Station Tower
10	Singapore Zoo Tower

ANNEX 5B.2 – CONDITIONAL APPROVAL

Annex 5B.2 : REQUEST FOR TOWER ACCESS LICENSE

REQUEST FOR TOWER ACCESS LICENSE

The Requesting Licensee

Date of Application : _____ Application Reference Number : _____

TOWER REQUIREMENTS

Address of Tower Site : _____
Number of Antennas : _____
Model and Specifications of Antennas : _____
(eg. Size, weight and wind load) : _____
Transmitting and Receiving Frequency : _____
Transmission Power of each Antenna : _____
Number of Mounting Positions & height : _____
Cable / Waveguide Specifications : _____
Any other specific requirements : _____

CO-LOCATION SITE REQUIREMENTS

Address of Co-location site : _____
Type of Equipment to be installed : _____ [Description/Manufacturer/Dimensions]
Co-Location Space Required : _____ [Dimensions and floor area to be occupied]
Power Requirements : _____
Floor Loading of Equipment : _____ [Weight of Equipment Fully Installed]
Capacity of Transmission /Sub Loop Tie-cable : _____ [Size and Pair]
Type of Fibre and its Diameter : _____ [Number of Fiber Strand & Cable Diameter]

On Behalf of the Requesting Licensee

Sign : _____ Name of Requesting Licensee: _____
Name : _____ [Company Name]
Designation : _____
Department : _____
Contact Number : _____ Company Stamp : _____
Fax Number : _____

SingTel's Reply to the Requesting Licensee

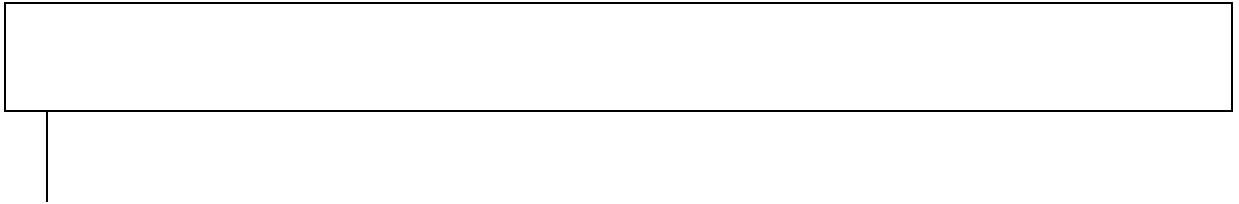
Application returned – incomplete / illegible
 Not Approved Reason for Rejection : _____
 Approved SingTel Approval Code : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____
Name : _____ Fax Number : _____
Date : _____

Processing Status

Received Date : _____ Queue Status : _____ Processed Date : _____



ANNEX 5B.3 – DIRECTED AMENDMENTS

Please refer to paragraph 3 of Appendix 1 of IDA’s 3 June 2005 Direction, as well as IDA’s Decision on Reconsideration in relation to the same issue. Amongst others, IDA’s directed modifications require SingTel to include a comprehensive set of SLGs for the following items: (1) QoS standards; (2) ordering timeframes; (3) provisioning timeframes; and (4) fault rectification QoS and timeframes. In this respect, SingTel’s proposed SLGs for Schedule 5B fail to address IDA’s requirements for the following reasons:

(a) SingTel did not propose SLGs to cover all the committed timeframes under Schedule 5B relating to the items above;

(b) Where SingTel proposed SLGs, the rebates are inadequate. IDA’s policy objectives in relation to determining the appropriate level of rebates are that they must strike a balance between: (a) creating a sufficient incentive for SingTel to meet the committed QoS; and (b) ensuring that the rebates are not unduly onerous or excessive. In this respect, SingTel has proposed to calculate the rebates based on the recurring Charges for a given service on a per day basis. In addition, SingTel also proposed to cap the rebates at a specified level. As a consequence, the level of rebate payable for each day in which SingTel fails to meet the committed timeframes is inadequate and does not serve IDA’s policy objectives. IDA has therefore required SingTel to compute the rebate, for each day of delay, based on the recurring Charges for the relevant service on a weekly basis.

For these reasons, IDA directs SingTel to amend Annex 5B.3 in the manner as specified below.

ANNEX 5B.3

REBATES FOR PROVISIONING DELAY SERVICE LEVEL GUARANTEES

1. REBATES FOR TOWER ACCESS LICENCE REQUEST TIMEFRAMES

<u>Missed notification timeframe as to whether Request for Tower Access Licence is accepted or rejected (clause 3.3) by:</u>	<u>Rebate</u>
<u>1-30 Calendar Days</u>	<u>Number of days of delay x weekly recurring Charge</u>
<u>More than 30 Calendar Days</u>	<u>30 x weekly recurring Charge</u>

<u>Missed notification timeframe for as to response to Tower Access Licence Request following detailed processing (clause 3.5) by:</u>	<u>Rebate</u>
<u>1-30 Calendar Days</u>	<u>Number of days of delay x weekly recurring Charge</u> The recurring Charges payable for the delayed service over a period equal to the period of the delay.
<u>More than 30 Calendar Days</u>	<u>30 x weekly recurring Charge</u> The recurring Charges payable for the delayed service for a period of one (1) month.

2. REBATES FOR PROJECT STUDY TIMEFRAMES

<u>Missed timeframe for completion of Project Study (clause 4.1) by:</u>	<u>Rebate</u>
<u>1-30 Calendar Days</u>	<u>Number of days of delay x weekly recurring Charge</u> The recurring Charges payable for the delayed service over a period equal to the period of the delay.
<u>More than 30 Calendar Days</u>	<u>30 x weekly recurring Charge</u> The recurring Charges payable for the delayed service for a period of one (1) month.

3. REBATES FOR SITE PREPARATION WORK

Missed timeframe for completion of Site Preparation Work (clause 5.1) by:	Rebate
1-30 Calendar Days	Number of days of delay x weekly recurring Charge The recurring Charges payable for the delayed service over a period equal to the period of the delay.
More than 30 Calendar Days	30 x weekly recurring Charge The recurring Charges payable for the delayed service for a period of one (1) month.

4. REBATES FOR MODIFIED TOWER EQUIPMENT

Missed timeframe for processing of request for Modified Tower Equipment (clause 16.1) by:	Rebate
1-30 Calendar Days	Number of days of delay x weekly recurring Charge The recurring Charges payable for the delayed service over a period equal to the period of the delay.
More than 30 Calendar Days	30 x weekly recurring Charge The recurring Charges payable for the delayed service for a period of one (1) month.

5. CLAIM PROCEDURES

FORMER CLAUSES 5(a) AND 5(b) – DIRECTED AMENDMENTS

~~(a) If SingTel fails to meet any Service Level Guarantees applicable to this Annex and the failure to meet the timeframe is solely caused by SingTel, the Requesting Licensee may claim a rebate of no more than the applicable fee in respect of the applicable services affected at any one time for the period of delay of the applicable services beyond the date specified in this Schedule.~~

~~(b) The Requesting Licensee may claim a rebate of no more than the applicable fee in respect of the provisioning work affected at any one time for the period of delay of the provisioning work beyond the date specified in this Schedule.~~

Please refer to IDA's annotations above concerning the level of rebates in respect of the applicable services under this Annex. Former Clauses 5(a) and 5(b) are clearly inconsistent with IDA's directed requirements in respect of the levels of rebates. Accordingly, IDA directs SingTel to delete former Clauses 5(a) and 5(b) in their entirety.

~~(e)~~(b) The aggregate of the claims made by the Requesting Licensee for the Service under this Schedule shall in no event exceed the total of the monthly recurring Charges payable for the relevant Service.

~~(d)~~(c) A claim by the Requesting Licensee shall be made in writing within fourteen (14) Calendar Days of the completion of the relevant Calendar Month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.

~~(e)~~(d) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Requesting Licensee in accordance with SingTel's billing cycle.

~~(f)~~(e) The guarantee and rebates provided by SingTel under this Annex 5B.3 are:

(i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and

(ii) subject to this Schedule.

(f) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 5B.3, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 11 of the RIO, or in the case of a Billing Dispute, in accordance with Schedule 10 of the RIO.