

Attachment II.1.1
In Response to Request II.1

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This entire attachment consisting of pages II.1.1-2 through II.1.1-11 has been redacted.

Attachment II.1.2
In Response to Request II.1.2

Securities Market Law
Selected Provisions
08/12/09

Article 25.- In order for the board of directors to perform its duties hereunder it will have the assistance of one or more committees created to that end. The committee(s) that develop(s) the activities of corporate practices and auditing referred to under this Law will be exclusively formed with independent board members and with a minimum of three members appointed by the board, as proposed by the chairman of that board. In publicly traded corporations which are controlled by a person or group of persons who hold(s) fifty percent or more of the capital stock, the corporate practices committee shall be formed with at least with a majority of independent board members, provided that said circumstance is disclosed to the public.

When due to any circumstance the minimum number members of the audit committee is not present and the board of directors has not appointed alternate members as established under article 24 hereunder, any shareholder may request the chairman of the board to call a shareholders' meeting within three calendar days, so that the meeting may make the corresponding appointment. In case the call is not carried out within the abovementioned term, any shareholder may appear before the judicial authority of the corporation's corporate domicile to request a judge to call the meeting. In case the meeting is not held, or having been held, there is no appointment, the judicial authority of the corporation's corporate domicile, by request and proposal of any shareholder, shall appoint the corresponding members, who shall be in office until the general shareholders' meeting makes the appointment.

Article 41.- Oversight of the performance, conduct, and execution of the business of publicly traded corporations and the legal entities controlled by them, considering the importance that the latter have in the financial, administrative, and legal status of the publicly traded corporations, shall be the responsibility of the board of directors through the committees created to carry out such activities regarding corporate practices and auditing, as well as through the legal entity which performs the external auditing of the corporation, each one within the scope of its own authority as provided herein.

Stock market corporations shall not be subject to the provisions of article 91, section V, of the General Law of Business Corporations, nor shall articles 164 to 171, 172, last paragraph, 173 and 176 of said Law be applicable to such corporations.

Article 42.- The board of directors, when performing its oversight activities, shall be supported by one or more committees responsible for the performance of the following activities:

- I. In connection with corporate practices:
 - a) Furnish their opinion to the board of directors regarding the matters assigned under this Law.
 - b) Request the opinion of independent experts when advisable, to accurately perform its activities or when required as provided by this Law or general provisions.

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Attachment II.1.2 in Response to Request II.1.2

- c) Call shareholders' meetings and include any item deemed appropriate in the agenda.
- d) Support the board of directors in preparing the reports mentioned under article 28, section IV, paragraphs (d) and (e) of this Law.
- e) Any others established by this Law or the company's bylaws in accordance with the duties that this Law prescribes.

II. In connection with auditing:

- a) Furnish their opinion to the board of directors regarding the matters provided by this Law.
- b) Assess the performance of the legal entity which renders external auditing services, as well as analyze the conclusions, opinions, reports, or information furnished and issued by the external auditor. For such purposes, the committee may demand the presence of said auditor when deemed appropriate, without prejudice to the requirement that it meet with the auditor at least once per year.
- c) Discuss the company's financial statements with the persons responsible for producing and reviewing them, and based thereon, recommend or deny their approval to the board of directors.
- d) Inform the board of directors about the status of the internal control and internal auditing system of the company or the legal entities controlled by it, including the irregularities that may be discovered.
- e) Prepare the opinion mentioned under article 28, section IV, paragraph (c) of this Law and submit it for consideration of the board of directors for subsequent submission to the shareholders' meeting, relying on, the external auditor's conclusion among other elements. Said opinion shall state at least the following:
 - 1. Whether the accounting and information policies and criteria followed by the company are adequate and sufficient considering the particular circumstances thereof.
 - 2. Whether said policies and criteria have been consistently applied to the information submitted by the general director.
 - 3. Whether as consequence of paragraphs 1 and 2 above, the information submitted by the general director reasonably reflects the company's financial situation and results.

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Attachment II.1.2 in Response to Request II.1.2

- f) Support the board of directors in preparing the reports provided for in article 28, section IV, paragraphs (d) and (e) hereof.
- g) Verify that the transactions mentioned in article 28, section III, and 47 hereof are carried out in accordance with the provisions thereof, as well as the policies deriving therefrom.
- h) Request the opinion of independent experts when deemed appropriate to properly carry out their duties or when required by virtue of this Law or general provisions.
- i) Require the relevant officers and other employees of the company or the legal entities controlled by it to provide reports related to the preparation of the financial information and information of any other kind deemed necessary for the performance of their functions.
- j) Investigate potential violations of which they have knowledge regarding operations, operating rules and policies, internal control systems and internal auditing and accounting registry, either of the company or of the legal entities controlled by it, to which end it shall perform a review of the documentation, registries, and other evidence to the necessary degree and extent to accomplish such supervision.
- k) Receive comments from shareholders, directors, relevant officers, employees and, in general, any third parties, with respect to the matter referred in the above paragraph, as well as take the actions that, in their judgment, are reasonable in connection with such comments.
- l) Request periodic meetings with relevant officers, as well as the provision of any kind of information related to the internal control and internal auditing of the company or any legal entity controlled by it.
- m) Inform the board of directors regarding material violations detected through their activities and, if appropriate, regarding the corrective actions adopted or propose the actions to be taken.
- n) Call shareholders' meetings and request the insertion in the agenda for said meetings of the items they deem appropriate.
- o) Verify that the general director complies with the resolutions of the company's shareholders and board of directors' meetings pursuant to the instructions that are imparted by the shareholders' or board meeting, if any.
- p) Verify that mechanisms and internal controls are established to make sure the acts and operations of the company and the legal entities controlled by it comply with the applicable laws, as well as implement methodologies which allow verification of the fulfillment thereof.

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Attachment II.1.2 in Response to Request II.1.2

- q) Any others established hereunder or provided under the company's bylaws in accordance with the functions prescribed by this Law.

Article 43.- The chairmen of the committees that perform the functions with regard to corporate practices and auditing shall be appointed and/or removed from their positions exclusively by the general shareholders' meeting. Said chairmen may not chair the board of directors and shall be elected based on their experience, known ability, and professional prestige. They must likewise prepare an annual report regarding the activities corresponding to said committees, to be submitted to the board of directors. Said report shall include at least the following matters:

I. In connection with corporate practices:

- a) Comments regarding the performance of relevant officers.
- b) Transactions with related persons during the fiscal year, specifying the characteristics of the significant transactions.
- c) Compensation packages or integral compensations for the individuals mentioned in article 28, section III, paragraph (d) of this Law.
- d) Waivers granted by the board of directors pursuant to article 28, section III, paragraph (f) of this Law.

II. In connection with auditing matters:

- a) The status of the internal control systems and internal auditing of the company and the legal entities controlled by it and a description of their deficiencies and deviations, if any, as well as the aspects which require improvement, taking into consideration the opinions, reports, communications, and conclusions of the external auditors, as well as the reports issued by independent experts who rendered their services during the period covered by the report.
- b) Listing and monitoring of the preventive and corrective measures implemented based on the results of the investigations related to violations of operating rules and policies and accounting entries, by either the company or the legal entities controlled by it.
- c) Evaluation of the performance of the legal entity which renders the external auditing services, as well as the external auditor in charge of it.
- d) A description and assessment of additional or complementary services rendered by the legal entity in charge of performing the external auditing, if any, as well as those rendered by independent experts.

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Attachment II.1.2 in Response to Request II.1.2

- e) The principal results of the reviews of the financial statements of the company and the legal entities controlled by it.
- f) A description and the effects of the changes in accounting policies approved during the period covered by the report.
- g) The measures taken in response to the comments deemed relevant, raised by shareholders, directors, relevant officers, employees and, in general, any third party with respect to accounting, internal controls and matters related to internal or external auditing, or those deriving from complaints regarding facts that are deemed improper in the administration.
- h) Monitoring of the resolutions adopted by the shareholders and board of directors' meetings.

In order to prepare the reports prescribed in this legal provision, as well as the opinions indicated in article 42 of this Law, the corporate practices and audit committees shall hear the relevant officers; and in the event that there is a difference in the opinion with the latter, such differences will be stated in said reports and opinions.



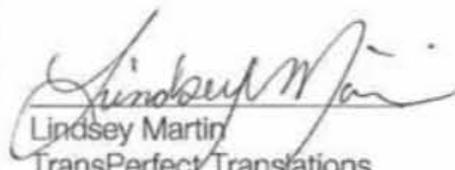
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I, Lindsey Martin, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of the following documents [SML Articles (Selected Provisions)] from Spanish into English.

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II.1.2-7



Cámara de Diputados del H. Congreso de la Unión
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Artículo 23.- Las sociedades anónimas bursátiles tendrán encomendada su administración a un consejo de administración y un director general, que desempeñarán las funciones que el presente ordenamiento legal establece.

Artículo 24.- El consejo de administración de las sociedades anónimas bursátiles estará integrado por un máximo de veintinueve consejeros, de los cuales, cuando menos, el veinticinco por ciento deberán ser independientes. Por cada consejero propietario podrá designarse a su respectivo suplente, en el entendido de que los consejeros suplentes de los consejeros independientes, deberán tener este mismo carácter.

En ningún caso podrán ser consejeros de las sociedades anónimas bursátiles, las personas que hubieren desempeñado el cargo de auditor externo de la sociedad o de alguna de las personas morales que integran el grupo empresarial o consorcio al que ésta pertenezca, durante los doce meses inmediatos anteriores a la fecha del nombramiento.

Asimismo, el consejo de administración designará a un secretario que no formará parte de dicho órgano social, quien quedará sujeto a las obligaciones y responsabilidades que este ordenamiento legal establece.

Los consejeros continuarán en el desempeño de sus funciones, aun cuando hubiere concluido el plazo para el que hayan sido designados o por renuncia al cargo, hasta por un plazo de treinta días naturales, a falta de la designación del sustituto o cuando éste no tome posesión de su cargo, sin estar sujetos a lo dispuesto en el artículo 154 de la Ley General de Sociedades Mercantiles.

El consejo de administración podrá designar consejeros provisionales, sin intervención de la asamblea de accionistas, cuando se actualice alguno de los supuestos señalados en el párrafo anterior o en el artículo 155 de la Ley General de Sociedades Mercantiles. La asamblea de accionistas de la sociedad ratificará dichos nombramientos o designará a los consejeros sustitutos en la asamblea siguiente a que ocurra tal evento, sin perjuicio de lo establecido en el artículo 50, fracción I del presente ordenamiento legal.

Artículo 25.- El consejo de administración, para el desempeño de las funciones que esta Ley le asigna, contará con el auxilio de uno o más comités que establezca para tal efecto. El o los comités que desarrollen las actividades en materia de prácticas societarias y de auditoría a que se refiere esta Ley, se integrarán exclusivamente con consejeros independientes y por un mínimo de tres miembros designados por el propio consejo, a propuesta del presidente de dicho órgano social. Tratándose de sociedades anónimas bursátiles que sean controladas por una persona o grupo de personas que tengan el cincuenta por ciento o más del capital social, el comité de prácticas societarias se integrará, cuando menos, por mayoría de consejeros independientes siempre que dicha circunstancia sea revelada al público.

Cuando por cualquier causa faltare el número mínimo de miembros del comité que desempeñe las funciones en materia de auditoría y el consejo de administración no haya designado consejeros provisionales conforme a lo establecido en el artículo 24 de esta Ley, cualquier accionista podrá solicitar al presidente del referido consejo convocar en el término de tres días naturales, a asamblea general de accionistas para que ésta haga la designación correspondiente. Si no se hiciera la convocatoria en el plazo señalado, cualquier accionista podrá ocurrir a la autoridad judicial del domicilio de la sociedad, para que ésta haga la convocatoria. En el caso de que no se reuniera la asamblea o de que reunida no se hiciera la designación, la autoridad judicial del domicilio de la sociedad, a solicitud y propuesta de cualquier accionista, nombrará a los consejeros que correspondan, quienes funcionarán hasta que la asamblea general de accionistas haga el nombramiento definitivo.

Artículo 26.- Los consejeros independientes y, en su caso, los respectivos suplentes, deberán ser seleccionados por su experiencia, capacidad y prestigio profesional, considerando además que por sus



Artículo 40.- Los miembros del consejo de administración no incurrirán, individualmente o en su conjunto, en responsabilidad por los daños o perjuicios que ocasionen a la sociedad o a las personas morales que ésta controle o en las que tenga una influencia significativa, derivados de los actos que ejecuten o las decisiones que adopten, cuando actuando de buena fe, se actualice cualquiera de las excluyentes de responsabilidad siguientes:

- I. Den cumplimiento a los requisitos que esta Ley o los estatutos sociales establezcan para la aprobación de los asuntos que compete conocer al consejo de administración o, en su caso, comités de los que formen parte.
- II. Tomen decisiones o voten en las sesiones del consejo de administración o, en su caso, comités a que pertenezcan, con base en información proporcionada por directivos relevantes, la persona moral que brinde los servicios de auditoría externa o los expertos independientes, cuya capacidad y credibilidad no ofrezcan motivo de duda razonable.
- III. Hayan seleccionado la alternativa más adecuada, a su leal saber y entender, o los efectos patrimoniales negativos no hayan sido previsibles, en ambos casos, con base en la información disponible al momento de la decisión.
- IV. Cumplan los acuerdos de la asamblea de accionistas, siempre y cuando éstos no sean violatorios de la ley.

Sección II De la vigilancia

Artículo 41.- La vigilancia de la gestión, conducción y ejecución de los negocios de las sociedades anónimas bursátiles y de las personas morales que controlen, considerando la relevancia que tengan estas últimas en la situación financiera, administrativa y jurídica de las primeras, estará a cargo del consejo de administración a través del o los comités que constituya para que lleven a cabo las actividades en materia de prácticas societarias y de auditoría, así como por conducto de la persona moral que realice la auditoría externa de la sociedad, cada uno en el ámbito de sus respectivas competencias, según lo señalado en esta Ley.

Las sociedades anónimas bursátiles no estarán sujetas a lo previsto en el artículo 91, fracción V de la Ley General de Sociedades Mercantiles, ni serán aplicables a dichas sociedades los artículos 164 a 171, 172, último párrafo, 173 y 176 de la citada Ley.

Artículo 42.- El consejo de administración, en el desempeño de sus actividades de vigilancia, se auxiliará de uno o más comités encargados del desarrollo de las actividades siguientes:

- I. En materia de prácticas societarias:
 - a) Dar opinión al consejo de administración sobre los asuntos que le competan conforme a esta Ley.
 - b) Solicitar la opinión de expertos independientes en los casos en que lo juzgue conveniente, para el adecuado desempeño de sus funciones o cuando conforme a esta Ley o disposiciones de carácter general se requiera.
 - c) Convocar a asambleas de accionistas y hacer que se inserten en el orden del día de dichas asambleas los puntos que estimen pertinentes.

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Attachment II.1.2 in Response to Request II.1.2



Cámara de Diputados del H. Congreso de la Unión
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LEY DEL MERCADO DE VALORES

Nueva Ley DOF 30-12-2005

- d) Apoyar al consejo de administración en la elaboración de los informes a que se refiere el artículo 28, fracción IV, incisos d) y e) de esta Ley.
- e) Las demás que esta Ley establezca o se prevean en los estatutos sociales de la sociedad, acordes con las funciones que el presente ordenamiento legal le asigna.

II. En materia de auditoría:

- a) Dar opinión al consejo de administración sobre los asuntos que le competan conforme a esta Ley.
- b) Evaluar el desempeño de la persona moral que proporcione los servicios de auditoría externa, así como analizar el dictamen, opiniones, reportes o informes que elabore y suscriba el auditor externo. Para tal efecto, el comité podrá requerir la presencia del citado auditor cuando lo estime conveniente, sin perjuicio de que deberá reunirse con este último por lo menos una vez al año.
- c) Discutir los estados financieros de la sociedad con las personas responsables de su elaboración y revisión, y con base en ello recomendar o no al consejo de administración su aprobación.
- d) Informar al consejo de administración la situación que guarda el sistema de control interno y auditoría interna de la sociedad o de las personas morales que ésta controle, incluyendo las irregularidades que, en su caso, detecte.
- e) Elaborar la opinión a que se refiere el artículo 28, fracción IV, inciso c) de esta Ley y someterla a consideración del consejo de administración para su posterior presentación a la asamblea de accionistas, apoyándose, entre otros elementos, en el dictamen del auditor externo. Dicha opinión deberá señalar, por lo menos:
 - 1. Si las políticas y criterios contables y de información seguidas por la sociedad son adecuados y suficientes tomando en consideración las circunstancias particulares de la misma.
 - 2. Si dichas políticas y criterios han sido aplicados consistentemente en la información presentada por el director general.
 - 3. Si como consecuencia de los numerales 1 y 2 anteriores, la información presentada por el director general refleja en forma razonable la situación financiera y los resultados de la sociedad.
- f) Apoyar al consejo de administración en la elaboración de los informes a que se refiere el artículo 28, fracción IV, incisos d) y e) de esta Ley.
- g) Vigilar que las operaciones a que hacen referencia los artículos 28, fracción III y 47 de esta Ley, se lleven a cabo ajustándose a lo previsto al efecto en dichos preceptos, así como a las políticas derivadas de los mismos.
- h) Solicitar la opinión de expertos independientes en los casos en que lo juzgue conveniente, para el adecuado desempeño de sus funciones o cuando conforme a esta Ley o disposiciones de carácter general se requiera.



- i) Requerir a los directivos relevantes y demás empleados de la sociedad o de las personas morales que ésta controle, reportes relativos a la elaboración de la información financiera y de cualquier otro tipo que estime necesaria para el ejercicio de sus funciones.
- j) Investigar los posibles incumplimientos de los que tenga conocimiento, a las operaciones, lineamientos y políticas de operación, sistema de control interno y auditoría interna y registro contable, ya sea de la propia sociedad o de las personas morales que ésta controle, para lo cual deberá realizar un examen de la documentación, registros y demás evidencias comprobatorias; en el grado y extensión que sean necesarios para efectuar dicha vigilancia.
- k) Recibir observaciones formuladas por accionistas, consejeros, directivos relevantes, empleados y, en general, de cualquier tercero, respecto de los asuntos a que se refiere el inciso anterior, así como realizar las acciones que a su juicio resulten procedentes en relación con tales observaciones.
- l) Solicitar reuniones periódicas con los directivos relevantes, así como la entrega de cualquier tipo de información relacionada con el control interno y auditoría interna de la sociedad o personas morales que ésta controle.
- m) Informar al consejo de administración de las irregularidades importantes detectadas con motivo del ejercicio de sus funciones y, en su caso, de las acciones correctivas adoptadas o proponer las que deban aplicarse.
- n) Convocar a asambleas de accionistas y solicitar que se inserten en el orden del día de dichas asambleas los puntos que estimen pertinentes.
- o) Vigilar que el director general dé cumplimiento a los acuerdos de las asambleas de accionistas y del consejo de administración de la sociedad, conforme a las instrucciones que, en su caso, dicte la propia asamblea o el referido consejo.
- p) Vigilar que se establezcan mecanismos y controles internos que permitan verificar que los actos y operaciones de la sociedad y de las personas morales que ésta controle, se apeguen a la normativa aplicable, así como implementar metodologías que posibiliten revisar el cumplimiento de lo anterior.
- q) Las demás que esta Ley establezca o se prevean en los estatutos sociales de la sociedad, acordes con las funciones que el presente ordenamiento legal le asigna.

Artículo 43.- Los presidentes de los comités que ejerzan las funciones en materia de prácticas societarias y de auditoría, serán designados y/o removidos de su cargo exclusivamente por la asamblea general de accionistas. Dichos presidentes no podrán presidir el consejo de administración y deberán ser seleccionados por su experiencia, por su reconocida capacidad y por su prestigio profesional. Asimismo, deberán elaborar un informe anual sobre las actividades que correspondan a dichos órganos y presentarlo al consejo de administración. Dicho informe, al menos, contemplará los aspectos siguientes:

- I. En materia de prácticas societarias:
 - a) Las observaciones respecto del desempeño de los directivos relevantes.
 - b) Las operaciones con personas relacionadas, durante el ejercicio que se informa, detallando las características de las operaciones significativas.



- c) Los paquetes de emolumentos o remuneraciones integrales de las personas físicas a que hace referencia el artículo 28, fracción III, inciso d) de esta Ley.
- d) Las dispensas otorgadas por el consejo de administración en términos de lo establecido en el artículo 28, fracción III, inciso f) de esta Ley.

II. En materia de auditoría:

- a) El estado que guarda el sistema de control interno y auditoría interna de la sociedad y personas morales que ésta controle y, en su caso, la descripción de sus deficiencias y desviaciones, así como de los aspectos que requieran una mejoría, tomando en cuenta las opiniones, informes, comunicados y el dictamen de auditoría externa, así como los informes emitidos por los expertos independientes que hubieren prestado sus servicios durante el periodo que cubra el informe.
- b) La mención y seguimiento de las medidas preventivas y correctivas implementadas con base en los resultados de las investigaciones relacionadas con el incumplimiento a los lineamientos y políticas de operación y de registro contable, ya sea de la propia sociedad o de las personas morales que ésta controle.
- c) La evaluación del desempeño de la persona moral que otorgue los servicios de auditoría externa, así como del auditor externo encargado de ésta.
- d) La descripción y valoración de los servicios adicionales o complementarios que, en su caso, proporcione la persona moral encargada de realizar la auditoría externa, así como los que otorguen los expertos independientes.
- e) Los principales resultados de las revisiones a los estados financieros de la sociedad y de las personas morales que ésta controle.
- f) La descripción y efectos de las modificaciones a las políticas contables aprobadas durante el periodo que cubra el informe.
- g) Las medidas adoptadas con motivo de las observaciones que consideren relevantes, formuladas por accionistas, consejeros, directivos relevantes, empleados y, en general, de cualquier tercero, respecto de la contabilidad, controles internos y temas relacionados con la auditoría interna o externa, o bien, derivadas de las denuncias realizadas sobre hechos que estimen irregulares en la administración.
- h) El seguimiento de los acuerdos de las asambleas de accionistas y del consejo de administración.

Para la elaboración de los informes a que se refiere este precepto legal, así como de las opiniones señaladas en el artículo 42 de esta Ley, los comités de prácticas societarias y de auditoría deberán escuchar a los directivos relevantes; en caso de existir diferencia de opinión con estos últimos, incorporarán tales diferencias en los citados informes y opiniones.

Sección III

De la gestión, conducción y ejecución de los negocios sociales

Artículo 44.- Las funciones de gestión, conducción y ejecución de los negocios de la sociedad y de las personas morales que ésta controle, serán responsabilidad del director general, conforme a lo

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Attachment II.1.3
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Attachment II.4
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Attachment II.6
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BUSINESS

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Smart phones



myTouch 3G
\$199 (with ContraCt)

IPhone 3GS
\$599
\$199 (with ContraCt)

Palm Pre
\$550
\$199 (with ContraCt)

Nokia N97
\$699

Company	TMobile	ATT	Sprint	
Operating System	Android	iPhone 3.0	Palm webOS	Symbian
3G	Yes	Yes	Yes	Yes
Screen	3.2 inChes; 480 x 320 resolution	3.5 inChes; 480 x 320 resolution	3.1 inChes; 480 x 320 resolution	3.5 inChes; 640 x 360 resolution
GPS	Yes	Yes	Yes	Yes
Camera	3.2 megapixels	3 megapixels	3 megapixels with flash	5 megapixels
Audio formats	mp3, AAC, AIFF, WMA, WAV, MIDI, and OGG	mp3, AAC, AIFF, and WAV	mp3, AAC, OCELP, and WAV	mp3, AAC, and WMA
Video	MP4 and 3GP	mpeg4, H.263 and H.264	mpeg4, H.263 and H.264	mpeg4 and H.263
WiFi	Yes (802.11b/g)	Yes (802.11b/g)	Yes (802.11b/g)	Yes (802.11b/g)
Bluetooth	Yes	Yes	Yes	Yes
Internal memory	512MB	16 GB or 32 GB	8 GB	32 GB
External memory	SD Card (up to 32 GB)	No CapaCity	No CapaCity	SD Card (up to 16 GB)
Battery	Up to 7 hours of Conversation; 420 hours of "standby"	12 hours (talking on 2G) and 5 hours (3G); 300 hours of "standby"	Up to 5 hours of Conversation; 300 hours of "standby"	Up to 9.5 hours of Conversation; 430 hours of "standby"
Dimensions	Width: 2.19 inChes Height: 4.45 inChes ThiCkness: 0.58 inChes	Width: 2.4 inChes Height: 4.5 inChes ThiCkness: 0.48 inChes	Width: 2.3 inChes Height: 3.9 inChes ThiCkness: 0.67 inChes	Width: 2.2 inChes Height: 4.6 inChes ThiCkness: 0.62 inChes
Weight	4.1 ounCes	4.8 ounCes	4.67 ounCes	5.3 ounCes

Source: T-Mobile; Apple; Palm; Nokia

Graphic/El Nuevo Dia



T-Mobile Counterattacks

With the release of myTouch, the smart phone war on the island will intensify

BY MARIE CUSTODIO COLLAZO
mcustodio@elnuevodia.com

T-MOBILE, ONE of the six providers in Puerto Rico,

introduCed its seCond phone with the Google Android platform in New York yesterday that promises a personalized experienCe for smart phone users.

With the release of myTouch, whiCh will arrive on the island in August, the prevailing smart phone war will intensify even more, sinCe the deviCe is Coming to Compete with the new Apple 3GS, 1 d

release— on the market by AT&T about a month ago, whiCh sold more than a million units the weekend it debuted. It will also Compete with Sprint's Palm Pre, even though the latter deviCe is targeted at a more professional audienCe.

Nevertheless, Josh Lon, direCtor of T-Mobile produCt development, believes myTouch has a lighter and more Comfortable design. "It feels like a telephone, it's not very big, or heavy," he said, making obvious referenCe to the iPhone, whose models have 16 GB and 32 GB fixed memory and seem more like an iPod musiC player than a phone. The new android Comes with a 4 GB SD memory Card, but the user Can buy Cards with greater CapaCity.

USER FRIENDLY
The T-Mobile exeCutives emphasized that the phone is easy

to use right out of the box, and that the Customer will leave the store with a working deviCe. Among the funCtions that Lon highlighted are the one-touCh image and video upload to YouTube and PiCasa. Also, like many of the reCent smart phones, the myTouch has direCt aCCess to soCial networks suCh as FaCebook, MySpaCe, and Twitter. Lon also highlighted the voiCe aCtivated Internet and messaging searCh funCtions. In both Cases, the phone Converts an oral Command into a written one. However, these options will only

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Attachment II.6 in Response to Request II.6



DENY POST, T-Mobile's Head of Marketing and Cole Brodman, Head of Innovation

be available in English, although the versatility of the applications could allow for them to also respond to instructions in Spanish in the future.

Denny Marie Post, T-Mobile's Head of Marketing, stated that the myTouch is a phone which can be personalized inside and out. From the menu to the screen and the icons on it, they can be selected to adjust to the user's lifestyle. Meanwhile, the alliance with SkinIt.com offers the opportunity to design a unique casing, using personal images, or drawings. In addition, myTouch will be available in white, black, or a distinctive merlot.

For a relatively inexperienced touch-key user, it might be convenient to use the vibration that the device emits when a key is pressed.

Although the myTouch Internet presale started yesterday, customers in Puerto Rico will have to wait for the official release in stores, which will be at the same time as the US release in early August.

APPLICATION MARKET

The Google's open Android platform, allows cell phone application developers to access a variety of resources and create programs for any of the functions of a mobile phone. Users can download applications on the Android Market, and many of them are free.

One of the applications which, according to what Cole Brodman, Head of Innovation for the telecommunications provider, explained, is Sherpa, created by Geodetics, which is the heart of the myTouch. The program uses GENIE, a technology which automatically adjusts to the users interests, and learns what he or

she likes or does not like using information from internet searches and direct questions. It then creates recommendations related to stores, restaurants,



JORGE MARTEL, T-Mobile's Vice President of Marketing for Puerto Rico.

places of interest, and applications that it sees as related to the person. The first android phone on the market, the G1, also belongs to the T-Mobile portfolio and it has sold close to 1 million units since its release in September of 2008. However, the T-Mobile executives pointed out that the first generation is targeted at an audience which is savvy in matters of technology, and so it will continue to sell, along with the myTouch.

Post emphasized that the new model appeals to a wider audience. Jorge Martel, T-Mobile's Vice President of Marketing in Puerto Rico, indicated that myTouch is expected to sell twice as many units as its predecessor. "This is our big bet for 2009," said Brodman.

A New Yellow Pages Guide is Born

Between 40 and 50 new jobs will be generated on the island with Infopaginas

BY SANDRA MORALES BLANES
sdmorales@elnuevodia.com

INFOPAGINAS, a new alternative in the yellow pages market, will arrive in Puerto Rico soon after an investment of \$3 million.

The price of the myTouch in the United States will be \$100 with a deposit and a two-year contract. However, a price still has not been established for Puerto Rico.

T-Mobile arrived on the island in September of 2008 through the acquisition of Sun Com. Since then, the company estimate has grown about 40%.

The Company's President, Paul Moroney, informed that the new project consists of five printed directories, as well as an online version which may be accessed starting in August at: www.infopaginas.com.

The directories will be divided into five regions: North, East, Central, Metro, South, and West.

The printed editions of the first two will be released in October while the other three will be distributed between April and June of 2010. Forty to 50 new jobs will be generated with the new company, whose majority shareholder is Advent-Morro Equity Partners together with a local partner. In addition, an alternative is offered for searching for both residential and commercial information.

There is currently only one yellow pages directory in Puerto Rico, printed by Axesa, the company which publishes the phonebooks for Puerto Rico Telephone (PRT). Axesa offers eight printed directories and also an online version. Moroney pointed out that among the two main advantages of Infopaginas, is

its design, which will allow the reader to quickly complete his or her search.

"The second main advantage is that all of the ads are in color and without additional cost, and the third is our regional focus, for the distribution by areas," added Moroney, upon commenting that this allows the advertiser to maximize its outreach opportunities for a lesser cost. The initial distribution of Infopaginas will be 1.2 million copies. As far as the online version, Moroney noted that it will be a revolutionary search engine, because besides being a search tool it will include additional features such as Google, pictures, video, and will be linked to Facebook. In the case of restaurants, copies of the menus will be available.

ADVANTAGE FOR THE ADVERTISER

Moroney pointed out that in the case of his competitor Axesa's directories, of which there are a total of eight, there are advertisers who find themselves obligated to take out three ads or so in order to be able to impact the desired regions. "(In Infopaginas) we have given the regions a better distribution. For example, if you have a business in the Central area, and you want to advertise in Humacao and Fajardo, with Axesa you have to buy ads for three directories and that will have a high cost. But, if you take out an ad in our East-Central, the coverage is wide and under a single directory," he affirmed.



President of Infopaginas.

Confidential Business Information Pursuant to 15 U.S.C. § 18a(h)

NEGOCIOS 26

TELÉFONOS INTELIGENTES



	myTouch 2G (1MB)	iPhone 3GS (128)	Motorola P9600 (128)	Nokia N97 (128)
Compañía	Motorola	Apple	Motorola	Nokia
Operador	AT&T	Verizon	Verizon	Verizon
Pantalla	2.8 pulgadas (320 x 480)	3.5 pulgadas (480 x 640)	3.2 pulgadas (320 x 480)	3.5 pulgadas (480 x 640)
OS	Android	iOS	Android	Symbian
Procesador	ARM Cortex-A8	ARM Cortex-A8	ARM Cortex-A8	ARM Cortex-A8
RAM	256 MB	512 MB	256 MB	256 MB
Almacenamiento	16 GB	16 GB	16 GB	16 GB
Batería	1400 mAh	1450 mAh	1400 mAh	1400 mAh
Características	3G, cámara, GPS, Wi-Fi			

Contrataca T-Mobile

Con el lanzamiento de myTouch se intensificará la guerra de celulares inteligentes en la Isla

Con el lanzamiento de myTouch, que llegará a la Isla en agosto, se intensificará aún más la guerra de teléfonos inteligentes que se libra en el territorio. Este mes, Verizon Wireless anunció el lanzamiento de su iPhone 3GS de Apple, también a través de AT&T. Este dispositivo de tercera generación es el último de su línea de smartphones. También competirá con el Palm Pre, de Palm, que se lanzó el mes pasado y se espera que llegue a la Isla en los próximos meses.

En el futuro, se espera que se intensifique la guerra de celulares inteligentes en la Isla. Este mes, Verizon Wireless anunció el lanzamiento de su iPhone 3GS de Apple, también a través de AT&T. Este dispositivo de tercera generación es el último de su línea de smartphones. También competirá con el Palm Pre, de Palm, que se lanzó el mes pasado y se espera que llegue a la Isla en los próximos meses.

FACILIDAD DE USO
La facilidad de uso es una de las características más importantes de los teléfonos inteligentes. Los usuarios deben poder utilizarlos sin necesidad de un curso de capacitación. Los teléfonos inteligentes deben ser fáciles de usar y tener una interfaz intuitiva.

Confidential Business Information Pursuant to 15 U.S.C. § 18a(h)



Consejo PACT, presidente de la industria de seguros en Puerto Rico, se reúne con el gobernador de la isla.

El gobernador de la isla, Luis Fortuño, se reunió con el presidente del Consejo PACT, presidente de la industria de seguros en Puerto Rico, para discutir el desarrollo de la industria de seguros en la isla.



Presidente del Consejo PACT, presidente de la industria de seguros en Puerto Rico.

Fortuño destacó que el sector de seguros es una de las industrias más importantes de la isla y que el gobierno está comprometido a apoyar su desarrollo.

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El presidente del Consejo PACT, presidente de la industria de seguros en Puerto Rico, destacó que el sector de seguros es una de las industrias más importantes de la isla.

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Nace una nueva guía de páginas amarillas

Con Infopáginas se generarán entre 40 y 50 empleos nuevos en la isla

Por **SENGA NEWBERRY**

Infopáginas, una nueva iniciativa en el desarrollo de páginas amarillas, generará entre 40 y 50 empleos nuevos en la isla.

El presidente de Infopáginas, José Rodríguez, destacó que el proyecto generará entre 40 y 50 empleos nuevos en la isla.

Las Infopáginas serán una guía de páginas amarillas que se generará entre 40 y 50 empleos nuevos en la isla.

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El presidente de Infopáginas, José Rodríguez, destacó que el proyecto generará entre 40 y 50 empleos nuevos en la isla.

El proyecto de Infopáginas es una iniciativa que se generará entre 40 y 50 empleos nuevos en la isla.

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Presidente de Infopáginas, José Rodríguez, destacó que el proyecto generará entre 40 y 50 empleos nuevos en la isla.

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Attachment III.11
In Response to Request III.11

02/08/2005 09:55 FAX

025/037

AGREEMENT

Intending to be bound, the Parties do hereby enter into this Agreement ("Agreement") between Carso Global Telecom, S.A. de C.V., a Mexican corporation ("Carso Telecom") and SBC International, Inc. ("SBCI"), a Delaware corporation (collectively, the "Parties").

RECITALS

A. Since December 20, 1990, the Parties have both held capital stock in Teléfonos de México, S.A. de C.V. ("Telmex").

B. On September 25, 2000 the shareholders of Telmex approved the establishment of a new independent company called América Móvil, S.A. de C.V. ("America Movil" or "Company") to offer wireless services in Mexico and to focus on international opportunities in the telecommunication business.

C. On September 29, 2000 America Movil was established, whereby specified assets of Telmex were transferred to America Movil and each shareholder of any class of Telmex shares received the same number of America Movil shares of the corresponding class.

D. On December 20, 2000 the Parties entered into a joint venture agreement to govern their relationship and to ensure voting control of Telmex.

E. The Parties now desire to enter into this Agreement to govern the Parties' relationship within America Movil and to amend the America Movil By-Laws pursuant to this Agreement.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements herein contained, and of the mutual benefit to be derived herefrom, the Parties hereto agree as follows

1. Management of America Movil.

The responsibility for the management of America Movil shall reside with the America Movil Board of Directors (the "Board" or "Board of Directors"). However, the Board will seek input on various matters from committees the Board may establish, pursuant to the By-laws, from time to time, as well as from the Executive Committee.

The Director General of America Movil shall be responsible for the day-to-day administration of the business of America Movil and shall be accountable to the America Movil Board of Directors.

2. Board Composition; Committees.

A. The Board of Directors of America Movil will continue to exist in accordance with the By-laws of America Movil as amended.

02/09/2005 08:55 FAX

026/037

B. Carso Telecom shall nominate candidates to assume seven (7) positions on the Board of Directors. SBCI shall nominate candidates to assume two (2) positions on the Board of Directors. Each of the Parties agrees to vote its "AA" Shares in favor of the other Parties' candidates.

C. In the event the "AA" shareholders are unable for any other reason to elect nine (9) members of the Board, then the allocation of Board members among the Parties shall change accordingly but shall maintain, so far as possible, the same proportions as outlined in paragraph B above.

D. The Board will act by majority vote.

E. Executive Committee. The executive committee of the Board of Directors (the "Executive Committee") will continue to exist in accordance with and be empowered by the By-laws of America Movil as amended and provided herein. The Executive Committee will be the principal consultative body of the Board and will be the body through which all major strategic, operational, financial and investment decisions are reviewed and recommended to the Board. The Executive Committee shall meet whenever necessary, including via telephone conference, but at least prior to each Board of Directors meeting, unless otherwise agreed by the Parties. The matters for Executive Committee review and discussion shall be those items set forth in Attachment A.

At least five (5) business days written notice (by facsimile and courier) shall be given to each of the Executive Committee members of any meeting of the Executive Committee, provided always that a shorter period of notice or no notice may be given if approved by all Executive Committee members. Any such notice shall contain, inter alia, an agenda identifying in reasonable detail all of the matters to be discussed at the meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting. The Executive Committee shall have all of the power to operate and manage America Movil except for those powers the Board expressly reserves to itself. The Executive Committee shall make recommendations on all matters on which the By-laws call for Executive Committee review. Each Party agrees that it will cause its Executive Committee members to use their best efforts to achieve a common position on matters presented to the Executive Committee. Should the Parties be unable to reach a common position or it is anticipated by either Party that a common position may not be reached at an Executive Committee Meeting on any matter properly noticed pursuant to this paragraph E, they shall arrange a conference between the Chief Executive Officer's of Carso Telecom, and SBCI or their respective executive designees. If the matter is not resolved by the Two Chief Executive Officers / Director Generals before the next regular scheduled Board meeting where such matter will be discussed, the matter shall be resolved by majority

- 2 -

02/08/2005 09:58 FAX

027/037

decision by the Executive Committee. If an agenda item for an Executive Committee Meeting was not properly noticed pursuant to this paragraph E and the Parties are not able to reach a common position on such agenda item prior to the next regular scheduled Board meeting a decision on the matter shall be postponed until the next scheduled Executive Committee Meeting or until a common position is reached, whichever comes first.

Notwithstanding the above, if it is determined by Carso Telecom in good faith that a matter subject to Executive Committee review cannot wait until the next regularly scheduled Executive Committee Meeting for its review and consideration, because time is of the essence, such specific matter shall be discussed with SBCI prior to any action being taken by the Company regarding the matter and each Party's decision shall be reflected in the minutes of the next regularly scheduled Executive Committee Meeting.

F. The Board shall not consider or vote on the Executive Committee Matters without a recommendation from the Executive Committee except for any case in which the Executive Committee did not achieve a common position regarding an agenda item pursuant to paragraph E above.

G. The Executive Committee will consist of four (4) members, three (3) of whom will be appointed by Carso Telecom, and one (1) of whom will be appointed by SBCI.

3. Compensation for Services.

The Parties may from time-to-time work with and assist the management of Radio Móvil Dipsa, S.A. de C.V. ("Telcel") a wholly owned subsidiary of America Movil, or Telcel's affiliates to enhance the long-term prosperity of both America Movil and Telcel. If the Parties, at their sole discretion, provide assistance to Telcel or its affiliates, the Parties agree to cause America Movil to enter into an agreement whereby America Movil agrees to indemnify the Parties against all claims, losses, damages, liabilities, attorney's fees and expenses incurred by reason of, or arising out of the assistance provided to Telcel or its affiliates by the Parties.

4. Transfers of Shares

A. Subject to applicable laws and pursuant to the right of first offer set forth below the Parties shall have the right to freely transfer their "AA" Shares. Furthermore nothing shall restrict the ability of a shareholder to: (i) convert any or all of its "AA" Shares to "L" shares in accordance with the By-laws and to transfer or sell the "L" shares and provided further that the Parties shall, subject to any limits as to percentages provided for by the by-laws, insure sufficient "L" Shares are available to allow any Party to convert "AA" Shares to "L" Shares upon request of the Party seeking to convert; or (ii) the ability of a Shareholder to create or permit to exist any pledge, lien, or

02/08/2005 09:58 FAX

028/037

other encumbrance over any AA Shares held by that Shareholder (a "Lien"), or to agree, conditionally or otherwise, to do any of the foregoing (and for the purposes of this article "dispose" shall be deemed to exclude all or any of the above), provided further that, to be valid any such Lien should provide that, in case of any disposition of the AA Shares, the right of first offer to the other Shareholder is fully complied with.

B. Notwithstanding the right of first offer provision set forth below, a Shareholder may transfer any of its "AA" Shares to:

- (i) any other Shareholder or
- (ii) an Affiliate of the transferring Shareholder who agrees in writing to be bound by the provisions of this Agreement. Affiliate as used in this Agreement shall mean, as to any person, any other person that controls, is controlled by or is under common control with such person. For purposes of this definition the term "control" of a person shall mean the possession, direct or indirect, of the power to vote 51% or more of the voting stock of such person or the direct or cause the direction of the management and policies of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of such voting stock, by contract or otherwise.

C. Save for transfers permitted under paragraphs A and B if a Shareholder desires to sell or otherwise dispose of any of its "AA" Shares ("Seller"), the Seller shall give notice to the other Shareholder in writing ("Transfer Notice") of such desire together with details of the purchase price and other material terms requested by the Seller. A Transfer Notice shall, except as hereinafter provided, be irrevocable.

D. On receipt of the Transfer Notice, the other Shareholder ("Continuing Shareholder") shall have the right to purchase, in aggregate, all (but not some only) of the Seller's "AA" Shares being sold at the purchase price specified in the Transfer Notice. If SBCI is prohibited by Mexican Law from purchasing all of the Seller's "AA" Shares SBCI shall have the right to purchase Seller's "AA" Shares through a third party, trust or other entity legally allowed to hold "AA" Shares.

E. The Transfer Notice will invite the Continuing Shareholder to give written notice ("Acceptance Notice") to the Seller within thirty (30) days (for the purposes of this Agreement the term "days" shall mean calendar days) of receipt of the transfer notice ("Acceptance Period") whether it is willing to purchase all of the Seller's "AA" Shares. For the avoidance of doubt, the

mc 3

- 4 -

02/08/2005 09:58 FAX

028/037

Acceptance Notices from the Continuing Shareholder must account for the purchase and sale of all of the Seller's "AA" Shares being sold.

F. The Continuing Shareholder shall become bound (subject only to any necessary approvals of its shareholders in general meeting and/or of its Board or of any competent regulatory authorities, including anti-trust commissions or entities in any required jurisdiction) to purchase the Seller's Shares on giving the Acceptance Notice. In such event, completion of the sale and purchase of the Seller's Shares shall take place within sixty (60) days after the latter of the giving of such notice or, after the obtaining of necessary approvals of any competent governmental, regulatory or other authorities (including, without limitation, the approval of any governmental, regulatory or other authorities which have jurisdiction over any tangible or intangible asset in which America Movil may at the relevant time be directly or indirectly interested). Notwithstanding the foregoing, such notice and right of the Continuing Shareholders to acquire the Seller's Shares shall cease to have effect if:

- (i) any necessary approval of the Continuing Shareholder's shareholders in general meeting and/or its appropriate board has not been obtained within the said period of sixty (60) days or
- (ii) any necessary approval of any competent governmental, regulatory or other authority has or have not been obtained within one hundred and eight (180) days after the giving of such notice or
- (iii) if earlier than the expiry of such latter period, any such authority has conclusively refused to grant any such approval and no appeal or other request for review is timely filed and remains pending.

G. If:

- (i) at the expiration of the Acceptance Period the aggregate number of Seller's Shares to be purchased by the Continuing Shareholders is less than the total number of Shares Seller desires to sell; or
- (ii) the deadlines set forth in paragraph F have not been satisfied, the Seller shall be entitled to transfer all of the "AA" Shares of the Seller specified in the Transfer Notice on a bona fide arm's length sale to a third party purchaser at a price being not less than the purchase price specified in the Transfer Notice, provided that such transfer shall have been completed within a period of one hundred and eighty (180) days after the latter of:

02/08/2005 09:58 FAX

030/037

- (i) the date of the Transfer Notice; or
- (ii) the date the Continuing Shareholder's right to acquire the Seller's Shares shall have ceased to have effect pursuant to subparagraph B, the date on which such notice ceased to have effect;

and further provided that:

- (iii) third party purchaser shall have agreed in advance in writing to sign and be governed by a shareholder agreement with provisions in compliance with this Agreement; and
- (iv) all necessary approvals of governmental or applicable authority shall have been obtained.

The Continuing Shareholder shall be permitted to confirm that the bona fide offer from the third party purchaser is firm and subject only to conditions that could reasonably be expected to be satisfied, by (i) review of the documents involved in such bona fide offer and (ii) requiring that the proposed transferee submit evidence reasonably satisfactory to the Continuing Shareholder of financing for such purchase.

H. Should Carso Telecom transfer its America Movil "AA" shares to a third party so that Carso Telecom no longer directly or indirectly owns the majority of the "AA" shares, SBCI shall have a tag along right which will permit SBCI, in its discretion, to sell to the third party buyer and requires the third party purchaser to acquire the same portion of its "AA" Shares as Carso Telecom is selling under the same terms and conditions (the "Tag-Along Shares"). SBCI shall exercise its rights under this paragraph H by indicating in writing to Carso Telecom that SBCI intends to include the Tag-Along Shares in the Seller contemplated transfer.

I. Should Carso Telecom transfer its America Movil "AA" shares to a third party so that Carso Telecom no longer directly or indirectly owns a majority of the "AA" shares, Carso Telecom shall have a drag along right which will permit Carso Telecom, in its discretion, to require SBCI to sell the same portion of its "AA" shares as Carso Telecom is selling to the third party under the same terms and conditions (the "Drag-Along Shares"). Carso Telecom shall exercise its rights under this paragraph I by indicating in writing to SBCI that Carso Telecom intends to include the Drag-Along Shares in its contemplated transfer.

5. Confidentiality and Publicity.

Subject to obligations to make this Agreement known under any stock exchange rules or other legal requirements, so long as this Agreement is in

02/08/2005 09:58 FAX

031/037

effect and for a period of five years after termination for any cause, each Party agrees, after receipt of any specific information, to maintain in confidence such information and to use solely for the purpose of the transactions contemplated herein, all documents or information of any kind pertaining to America Movil or the Parties, which may have been created or communicated in a confidential manner by the other Parties, by America Movil, or by the Mexican Government. Each Party will cause its consultants, agents and employees to comply with the obligations it has assumed hereunder.

The Parties agree that they will not make any public announcements or other disclosure of this Agreement, its purpose or contents, or of any activities conducted pursuant hereto, without prior mutual consultation and consent, except as may be required by law.

6. Certain Immediate Actions.

The Parties agree:

A. that the by-laws (estatutos) of America Movil shall be amended to substantially reflect the content of this Agreement by no later than April 30, 2001 and, for such purposes, a Special Meeting of the holders of "L" Shares, a Special Meeting of the holders of "AA" Shares and a General Meeting of shareholders of America Movil will be called and held.

B. that SBCI will establish, as soon as practicable, the America Movil Trust attached herein as Attachment B.

7. Affiliates and Assignment.

The Parties acknowledge that each may assign its rights and obligations under this Agreement to one or more Affiliated companies in their respective corporate groups. This Agreement shall bind the Parties and their respective successors and assigns. Except as expressly provided herein, no Party shall be entitled to assign its interest in this Agreement without the express written consent of the other Party.

8. Governing Law.

Except for the procedural rules set forth in Clause 9 relating to arbitration, this Agreement shall be governed by and construed in accordance with the laws of Mexico; provided, however, that if any term of any obligation is unenforceable but the performance of such term or such obligation does not violate the law, governmental regulations, or public policy of Mexico, then in any arbitration pursuant to Clause 9 the tribunal shall apply in respect of the terms of such obligations and its enforcement and/or compensation for the breach thereof, internationally acceptably contract law principles in such a

02/09/2005 09:56 FAX

032/037

manner as to give full effect to such obligation and intent of the Parties thereto.

9. Good Faith; Cooperation.

The Parties shall promptly do and perform such further acts, matters, or things and execute and deliver all further instruments required by law or which may be reasonably requested by any Party to establish, maintain, and protect the respective rights and remedies of any Party and to carry out and effect to the intent and purposes of this Agreement.

10. Arbitration

Any controversy or claim arising out of or relating to this Agreement or any breach thereof that has not been resolved between the Parties after good faith discussions may be settled by arbitration. The arbitration shall be held in Mexico City, Mexico under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. The arbitration shall be conducted in Spanish and English. The arbitral award shall be final and binding on the Parties.

11. Notices.

All communications hereunder shall be in writing and shall be deemed effectively given on day after being sent by telecopy or courier, confirmed by letter as follows:

Carso Global Telecom, S.A. de C.V.
Insurgentes Sur No. 3500, Colonia Peña Pobre, 14060
Mexico, D. F.,
Telecopy: 525-726-3659
Attention: Chief Financial Officer

SBC International, Inc.
175 E. Houston, Room 10-A-50
San Antonio, Texas 78205
Telecopy: 210-351-5166
Attention: Chairman of the Board

12. Amendments; Entire Agreement; Language.

This Agreement may not be amended or modified except by a written instrument signed by the Parties. This Agreement supercedes all prior agreements or understandings with respect to the subject matter hereof among or between any of the Parties. This Agreement has been prepared in both English and Spanish versions, and each version is equally authoritative.

13. Representations, Covenants, and Warranties.

- 8 -

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02/08/2005 09:57 FAX

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Each Party covenants, represents, and warrants with respect to itself that:

A. It is of good standing and has full power and authority to enter into and perform this Agreement and any other agreement or instrument to be executed pursuant to this Agreement and that this Agreement constitutes, and such agreements and instruments will constitute, binding obligations on such Party in accordance with their respective terms and the execution and performance of this Agreement and all related agreements will not contravene or breach any obligations, agreements, governmental ruling, or laws by which such Party is bound.

B. Such Party is not a party to any litigation or subject to any governmental investigation or proceedings that could in any way affect such Party's ability to enter into or perform the terms and conditions of this Agreement.

C. The execution, delivery, and performance of this Agreement by such Party shall not, with or without the giving of notice or passage of time, or both, conflict with, result in a breach of, default or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to any provisions of such Party's incorporation documents or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, order, judgment, or other restriction to which such Party or any subsidiary or holding company of such Party is a party or by which any of them may be bound or affected which would materially adversely affect its ability to perform its obligations under this Agreement.

14. Compliance with Applicable Law.

No Party shall be required to take any action under this Agreement to the extent that such action would violate present or future applicable law, including, without limitation, legal or administrative provisions in the United States of America and provisions in force in Mexico or in the future enacted in Mexico to govern America Movil, its operations, governmental authorizations or the duly authorized America Movil By-laws as in effect from time to time. In the event that any Party in good faith concludes that taking an action required by this Agreement would cause it to violate applicable law, it shall give prompt and detailed notice thereof to the other Parties and shall consult in good faith with other Parties so as to arrive at a means of carrying out to the maximum extent possible the intent of this Agreement without violation.

15. Severability.

A holding by any court or other tribunal of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall not result in

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invalidation or unenforceability of the entire Agreement and all remaining terms shall remain in full force and effect. Following any such holding, the Parties shall negotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

16. Relation of Parties.

Nothing herein shall cause the Parties to be treated as partners, principals and agents. None of the Parties shall have any authority to bind the others to any obligation without its prior written consent.

17. Further Assurances.

Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other Party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

18. Indemnification.

Each Party hereto shall indemnify and hold harmless each other Party from and against all claims, liabilities, actions, suits, proceedings, assessments, judgments and losses, including interest, penalties reasonable attorneys fees, and reimbursements arising out of or resulting from the breach by such Party of any representation, warranty, covenant, obligation, or agreement of such Party contained in this Agreement or in any other associated agreement.

19. Termination.

This Agreement is made for a term of five (5) years (the "Term") and shall automatically be renewed for successive two (2) year terms under the same terms and conditions, unless any Party shall seek to terminate it on six months notice before the end of the Term or any successive two (2) year term.

Before the end of its Term, this Agreement may be terminated only upon mutual consent of all the Parties. It shall also be terminated automatically upon occurrence of any of the following:

- (i) dissolution and liquidation of America Movil; or
- (ii) material breach by one of the Parties, which will allow termination as to that breaching Party or
- (iii) the conversion by any of the Parties of all its Series "AA" Shares into Series "L" Shares.

02/08/2005 08:57 FAX

Upon termination of this Agreement before expiry of its term, all rights and obligations under this Agreement shall conclude and become ineffective except that the rights and obligations of any Party having accrued prior to such termination shall not be affected thereby.

Executed this _____ day of _____, 2001, by the undersigned authorized officers of the Parties.

CARSO GLOBAL TELECOM, S.A. DE C.V.

By: [Signature]
Name: Felipe Haldes Lara
Title: Attorney-in-fact

SBC INTERNATIONAL, INC.

By: [Signature]
Name: MARK ROYSE
Title: PRESIDENT, SBCI - MEXICO

[Handwritten initials]

AGREEMENT

Intending to be bound, Carso Global Telecom, S.A. de C.V. ("Carso Telecom") and SBC International, Inc. (hereinafter referred to as "SBCI"), (collectively, the "Parties").

RECITALS

A.- The Parties entered an agreement on March 13, 2001, to govern the Parties' relationship within América Móvil, S.A. de C.V. ("América Móvil") and to amend the América Móvil by-laws (the "Agreement").

B.- Banco Inbursa, S.A. Grupo Financiero Inbursa (hereinafter referred to as "Banco Inbursa") and SBCI, with the appearance of Carso Telecom entered into a Trust Agreement No. F/1046 on March 28, 2001, through which SBCI holds, as beneficiary, the rights of 1,059,890,076 Series "AA" common shares of the capital stock of América Móvil (the "SBCI Trust Agreement").

C.- At an extraordinary shareholders meeting of Carso Telecom held on November 30, 2001 a proposal to spin-off (escindir) Carso Telecom, and, among other resolutions, to create a new company called América Telecom, S.A. de C.V. ("América Telecom"), were approved.

D.- As a consequence, Carso Telecom will transfer the shares it owns of América Móvil (the "América Móvil Shares"), to the new spun off company named América Telecom.

WITH RESPECT TO THE FOREGOING, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Substitution of Carso Telecom:

Subject to the condition contained in Section 2. hereof, the Parties and América Telecom hereby expressly desire to acknowledge and consent the assignment and delegation by Carso Telecom of all its rights, obligations and liabilities under the Agreement to América Telecom, as a consequence of the Mexican legal provisions regarding spin-offs.

In consideration thereof, América Telecom subject to the condition contained in Section 2. hereof, assumes the rights, obligations, and liabilities of Carso Telecom under the Agreement and expressly acknowledges that such agreement shall be binding upon it, its successors, and its assignees.

Based on the foregoing and subject to the condition contained in Section 2, the Parties acknowledge that Carso Telecom shall be relieved and is hereby relieved, of any and all obligations under the Agreement and any rights and obligations thereto, are hereby assumed and transferred to América Telecom; provided however, Carso Telecom shall continue to be bound by Clause 5 of the Agreement relating to confidentiality and publicity for so long as América Telecom is bound by such Clause.

2. Condition:

Attachment III.12

In Response to Request III.12

EXECUTION COPY

**EIGHTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

AT&T MEXICO, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "AT&T Mexico", with Permanent Establishment in the United Mexican States. Establishment in the terms provided in the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc, 06599, Mexico City, D.F.

and

AMERICA MOVIL, S.A.B. DE C.V.

A sociedad anónima de capital variable duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "AMERICA MOVIL".

This EIGHTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of September 23, 2009 (this "Amendment"), between AT&T MEXICO, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-1 2th floor, Colonia Cuauhtémoc, 06599, Mexico City, D.F. (hereinafter "AT&T Mexico") and AMERICA MOVIL, S.A.B. DE C.V., a *sociedad anónima de capital variable* duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "AMERICA MOVIL").

WHEREAS, AT&T MEXICO and AMERICA MOVIL entered into that certain Management Services Agreement dated February 27, 2002 as amended by that certain First Amendment to Management Services Agreement dated as of January 1, 2003; that certain Second Amendment to Management Services Agreement dated as of October 29, 2003; that certain Third Amendment to Management Services Agreement dated as of January 1, 2004; that certain Fourth Amendment to Management Services Agreement dated as of January 31, 2005; that certain Fifth Amendment to Management Services Agreement dated as of December 31, 2005; that certain Sixth Amendment to Management Services Agreement dated as of February 1, 2007; and that certain Seventh Amendment to Management Services Agreement dated as of July 7, 2009 (as amended, the "MSA").

WHEREAS, AT&T MEXICO and AMERICA WW1 desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The parties agree that, for the avoidance of doubt, AT&T MEXICO shall have no obligation to provide any Services (as defined in the MSA) to AMERICA MOVIL under the MSA to the extent those Services would be specific to, or primarily for the benefit of, operations AMERICA MOVIL may have in any portion of the United States or its territories. In addition, AMERICA MOVIL agrees that it will not seek to require any such Services from AT&T MEXICO to the extent AT&T MEXICO has obligations not to provide such Services (including, without limitation, obligations arising under any law, governmental decree, order, rule or regulation).

SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This amendment is entered in Mexico City, Federal District on the date first set forth above.

AT&T MEXICO, INC.

AMÉRICA MÓVIL, S.A.B. DE C.V.



By: Michael Bowling
President AT&T Mexico, Inc.



By: Alejandro Cantú Jiménez
General Counsel