

**Invitation Letter for Extraordinary
General Meeting of Shareholders
No. 1/2007**

**ITV Public Company Limited
on March 20, 2007
at 2.00 p.m.**

At Auditorium Room, Shinawatra Tower 3, 9th Floor
1010 Viphavadi Rangsit Road, Chatuchak, Bangkok

In order to enhance efficient registration process, please bring the proxy along to the meeting



Ref. ITV-CP 020/2007

March 7, 2007

Subject: Notice of Extraordinary General Meeting of Shareholders No.1/2007 of ITV Plc.

To: Shareholders of ITV Plc.

- Enclosures:**
1. Copy of the Minutes of Extraordinary General Meeting of Shareholders No.1/2006 held on December 29, 2006.
 2. Details of the Progress and the Procedures in Settling the Dispute between the Company and the Office of the Permanent Secretary, Prime Minister's Office.
 3. Proxy Form and the Letter Specified Documents and Evidences to be Presented at the Shareholders Meeting.
 4. The Company's Articles of Association concerning the Shareholders Meeting.
 5. Map of the Place of the Shareholders Meeting be held.

This Notice is hereby given by the Board of Directors of ITV Public Company Limited ("**the Company**") that the Extraordinary General Meeting of Shareholders No.1/2007 shall be held on March 20, 2007 at 2.00 p.m. at the Auditorium Room, 9th Floor, Shinawatra Tower 3, Viphavadi Rangsit Road, Chatuchak, Chatuchak, Bangkok to consider the following agenda :

Agenda 1 **Matters to be informed.**

Agenda 2 **To consider and certify the Minutes of the Extraordinary General Meeting of Shareholders No.1/2006 held on December 29, 2006.**

Board's Opinion:

The Minutes of the Extraordinary General Meeting of Shareholders No.1/2006 is recorded correctly as appeared in the Attachment 1, consequently, it is appropriated that the said Minutes should be approved.

Agenda 3 **To acknowledge the progress of disputes between the Company and the Office of the Permanent Secretary, Prime Minister's Office.**

Board's Opinion:

It is appropriated to report the progress of the said disputes between the Company and the PMO to shareholders in accordance with the guidelines of Extraordinary General Meeting of Shareholders No. 1/2006 held on December 29, 2006. Details are as shown in the Attachment 2.



Agenda 4 **To consider and approve the procedures in the Company's operations.**

Board's Opinion:

It is appropriated to propose to Extraordinary General Meeting of Shareholders No.1/2007 to approve the procedures in the Company's operations after its Concession Agreement is revoked. Details are as shown in the Attachment 2.

Agenda 5 **To consider any other business, if any**

The share register book of the Company will be closed on March 6, 2007 at 12.00 noon until the Meeting is adjourned.

Please kindly attend the meeting on the date, time and place specified above. In case of proxy, please complete the enclosed proxy form if you are unable to attend the Meeting.

Please be informed accordingly.

Sincerely yours,

(Mr. Anan Leetrakul)
Chairman of the Board of Directors
ITV Plc.

(Translation)
**Minutes of the Extraordinary General Meeting of Shareholders No.1/2006
of
ITV Public Company Limited**

Date, Time and Place

The Meeting is convened on December 29, 2006 at 14.00 p.m. at Auditorium Room, 9th floor, Shinawatra Tower 3, No. 1010 Viphavadi Rungsit Road, Kwaeng Chatuchak, Khet Chatuchak, Bangkok.

Directors Present.

- | | | |
|---------------------|-----------------|---|
| 1. Mr. Boonklee | Plangsiri | Chairman of the Board of Directors. |
| 2. Mr. Niwattumrong | Boonsongpaisan | Director and Chairman of the Executive Committee. |
| 3. Mr. Songsak | Premasuk | Director and Managing Director. |
| 4. Mr. Anan | Leetrakul | Director and Chairman of the Audit Committee. |
| 5. Ms. Sarita | Bunnag | Director and Member of the Audit Committee. |
| 6. Mr. Weerawong | Chittmittrapap | Director and Member of the Audit Committee. |
| 7. Ms. Siripen | Sitasuwan | Director and the Executive Committee. |
| 8. Mr. Dumrong | Kasemset (Ph.D) | Director and the Executive Committee. |

Director (s) Absent.

- | | | |
|-------------------|------------|---------------------------------------|
| 1. Mr. Somprasong | Boonyachai | Director and the Executive Committee. |
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The Management Present.

1. Ms. Suparanan Tanviruch ,Chief Executive of Finance, shall act as a secretary of this Meeting.

The Convention of the Meeting

Ms. Suparanan Tanviruch informed the Meeting that the Extraordinary General Meeting of Shareholder was held in accordance with the resolution of the meeting of Board of Directors No. 8/2549 on November 28, 2006 to consider the matters stated in the Notice of Shareholder 's meeting which it has already sent to the shareholders by the registered mail in advance. In order to determine the shareholders' entitlement to attend the Meeting, the Company has closed the share register book from December 13, 2006 at 12.00 Noon, until the Meeting is adjourned.

Prior to the Meeting duly convened, Ms. Suparanan Tanviruch introduced the directors attending the Meeting which Mr. Boonklee Plangsiri will be the Chairman of the Meeting. Then, Ms. Suparanan Tanviruch explained the voting practice to the Meeting as follows:

1. The voting procedure for this Meeting shall be in connection with the Public Limited Companies Act B.E.2535 and Articles of Association of the Company specified that one share shall be one vote for voting in the Shareholder Meeting.

2. For voting in each agenda, the shareholders are required to define the agenda and then cast their votes together with their signatures in the ballot. Upon completion, the shareholder shall submit to the Company's officer for counting and the total votes will be shown to the shareholders on the projection screen.

3. Any shareholders who do not understand the voting procedure, are able to ask the Company's Officer for facilitation and explanation.

For transparency propose of counting the vote, Ms. Suparanan Tanviruch ,then, invited 3 volunteers from the shareholders to participate as a witness in the vote counting in this Meeting and there were 3 shareholders volunteered to be the witnesses.

Afterwards, Ms. Suparanan Tanviruch informed the Meeting that there were 180 shareholders and proxies presented at the meeting, holding together 656,895,757 shares or 54.44 percent of the total issued shares of the Company amounting to 1,206,697,400 shares. (There were 29 proxies amounting to 355,920 shares or 0.03 percent of the total issued shares of the Company given to the independent director.) The said shareholders were more than 25 persons and hold shares more than one-third of the total number of shares sold of the company as defined in Article 33 of Articles of Association of the Company constituted the quorum.

The Chairman then declared the Meeting opened and proceeded to conduct the Meeting in accordance with the following agenda as specified in the Notice given to the shareholders.

Agenda 1 **Matter to be informed.**

The Chairman informed the Meeting that this meeting is the Extraordinary General Meeting of Shareholder held in accordance with the resolution of the meeting of Board of Directors No. 8/2549 on November 28, 2006. The Notice of the shareholder's meeting was sent to the shareholders since November 29, 2006 determined , 30 days in advance , the date of the Meeting in order to comply with the regulations of the Stock Exchange of Thailand. This meeting was called before the judgment was given by the Supreme Administrative Court on December 13, 2006. Since the judgment of the Supreme Administrative Court has been handed down, the shareholders and all person attending the Meeting shall aware of expression of the opinion thereof in order to avoid the circumstances deemed to constitute a contempt of the Court because the judgment must be highly respected. Since there was no further question, the Chairman then asked the Meeting to consider the following agenda.

Agenda 2 **To Consider and Certify the Minutes of the Annual General Meeting Shareholders for 2006 Convened on April 21, 2006.**

The Chairman proposed the Meeting to consider and acknowledge the Minutes of the Annual General Meeting Shareholders for the Year 2006 Convened on April 21,2006.

Since there is no question raised by the shareholders, the Chairman then proposed the Meeting to cast their votes.

After consideration, the Meeting passed a resolution certifying the said Minutes as proposed in all respects with 652,635,888 Approved votes or 98.96 % of the total shares held by the shareholders attending the Meeting and having the right to vote ; 6,852,889 Abstained Vote or 1.04 % ; and no Disagreed Vote.

Agenda 3 **To Consider and Approve the Procedures in Settling the Dispute between the Company and the Office of the Permanent Secretary, Prime Minister's Office, to Grant the Executive Committee an Authority to Process on the Procedures, and to Acknowledge the Progress regarding this Case Performed by the Board of Directors and Management.**

The Chairman asked Mr. Weerawong Chittmitrapap, Director and Member of the Audit Committee, to propose the Meeting to consider the historical background of the disputes between the Company and the Office of the Permanent Secretary, Prime Minister's Office (the PMO) including the undertaking of the Company in connection therewith from the stage of the Central Administrative Court to the Supreme Administrative Court. Mr. Weerawong Chittmitrapap, then, presented the shareholders as follows:

1. November 12, 1999. The Company notified the PMO in writing to seek the relief or remedy sought by ITV since the PMO breached the fourth paragraph of Clause 5 of the Concession Agreement.

2. March 6, 2002. The PMO wrote to the Company and acknowledged on the fact that the Government Public Relations Department executed an agreement with a subscription cable television service provider with commercial advertisements via TTV channel, which the PMO was required to seek the relief or remedy sought by the Company under the fourth paragraph of Clause 5 of the Concession Agreement. The PMO also requested the Company to submit the additional information clarifying the financial damages.

3. September 17, 2002. Since the Company requested the PMO in writing to indemnify in connection with the fourth paragraph of Clause 5 totaling six times and the PMO has spent about 2 years 10 months for consideration, both parties mutually agreed to enter into the arbitration proceeding .

4. January 30, 2004. The PMO, by the arbitral award, was required to indemnify the Company under the fourth paragraph of Clause 5 according to the following criteria:

1. The concession fee shall be reduced to Baht 230 Million per year instead of the normal payment of concession fees amounting to 44% of revenues which is not less than Baht 1 billion per year.

2. Television programs shall still be restricted to have news, documentaries and social benefits program not less than 50 % of the total airtime instead of normally having news, documentaries and social benefits program not less than 70 % of the total airtime and during 19.00 p.m. – 21.30 p.m. shall be restricted to broadcast only news and documentaries.

Remark. The amount of the concession fee granted by the arbitral award is still higher than the other TV Operators. In addition, the Agreement of the other TV Operators has no restriction on broadcasting of news, documentaries and social benefits program.

5. April 1, 2005. The television program was altered in connection with the ratio of the program granted by arbitral award. The Company consulted the Legal Consultant which was of the opinion that the arbitral award is final and promptly bound to both parties with two supporting reasons:

1. Clause 15 of the Concession Agreement stated that “ ...the arbitral award is final and binding on all parties.
2. The last paragraph of Clause 30 of Arbitration rules of Judiciary Office stated that “...it shall be deemed that the arbitral award is still binding both parties to comply with as the date that the copies of the arbitral award received by such party.

6. April 27, 2005. The PMO filed an application at the Central Administrative Court to set aside the arbitral award claiming that the fourth paragraph of Clause 5 is not binding since it has not been considered by the Cabinet.

7. July 3, 2005. The concession fee amounting to Baht 230 million was paid in accordance with the arbitral award.

8. May 9, 2006. the Central Administrative Court handed down a decision overruling the arbitral award ruled that the fourth paragraph of Clause 5 is not binding since it was not reconsidered by the Cabinet.

9. Upon acknowledgement of the Central Administrative Court ‘s decision, the Company still had the same ratio of the program and paid the concession fee in the amount of Baht 230 million (on July 3, 2006.) in connection with the arbitral award. The reason is that the legal consultant of the Company was of the opinion that the Central Administrative Court ‘s judgment was not enforceable according to the second paragraph of Section 70 of Act on Establishment of Administrative Courts and Administrative Court Procedure, B.E.2542 (the Act) enacted that

“In the case of a judgment of an Administrative Court of First Instance, the compliance with the decree shall be pending until the period of time for an appeal has elapsed, or in the case of an appeal, the execution of the judgment shall be suspended until the case becomes final.”

10. June 7, 2006. The Company lodged an appeal with the Supreme Administrative Court.

11. June 23, 2006. The PMO notified The Company in writing to comply with the ruling handed down by the Central Administrative Court and requested the Company to pay the concession fee for the year of 2004 to 2006 amounting to Baht 2,210 Million plus 15 % annual interest charge of the unpaid concession fee and the penalty fee incurred from the television program in the amount of Baht 75,960 Million. (Baht 100 Million per day)

12. July 7, 2006. The Company replied the PMO in writing that since the Company lodged an appeal with the Supreme Administrative Court, the said judgment was not bound to the parties until a final decision is reached by the Supreme Administrative Court under Section 70 of the Act. Consequently, the PMO cannot request the Company neither to pay the concession fee (fraction) and the penalty fee nor adjust the program in compliance with Clause 11 of the concession agreement.

13. December 13, 2006. The Supreme Administrative Court upheld a ruling by the Central Administrative Court to overturn the arbitrator award granting on January 30, 2005 ruling that the fourth paragraph of Clause 5 is not binding since it has not been considered by the Cabinet.

The Enforcement of The Supreme Administrative Court.

As a result of the Supreme Administrative Court's judgment, the legal consultant of the Company were of the opinion that the parties (the PMO and the Company) were bound to the conditions set forth in the original Concession Agreement as follows:

1. make a payment of concession fees amounting to 44% of revenues which is not less than Baht 1 billion per year.
2. Television programs must comprise of
 - News, documentaries and social benefits program not less than 70 % of the total airtime
 - During 19.00 p.m. – 21.30 p.m. shall be restricted to be only news and documentaries.

After the judgment was handed down by the Supreme Administrative Court, the PMO sent the letter dated December 14, 2007 requested the Company to make the payment as follows:

1. The Concession fee (fraction) from 2005 to 2007 amounting to Baht 2,210 million.
2. The 15 % annual interest of the concession fee (fraction) calculated per day from the due date of the concession fee after the arbitral award was granted. (from July 3, 2005 to the date of the concession fee (fraction) is paid.
3. The penalty fee arisen from the program adjustment at the rate of Baht 100 million per day from the date that the television program is changed according

to the arbitral award from April 1, 2004 to December 14, 2006 in the total amount of Baht 97,760 Million.

Note. The concession fee (fraction) means the fraction between the concession fee under the Concession Agreement and the concession fee in compliance with the arbitral award.

The Processes regarding the Dispute.

1. Submit the statement of claims to the Arbitration Institute to resolve disputes between the Company and the PMO in connection with interests charged on the concession fee (fraction) and the penalty fee of adjustment of television programming.
2. Finding the fund amounting to Baht 1,000 million having the procedure thereof as follows:
 1. Finding the fund (Borrowing or Capital Increase) depending on the possibility thereof.
 2. If so, the Company shall be eligible to pay the concession fee (fraction) wholly or partly and the business of the Company can be carried on.
3. If not, the Company shall negotiate with the PMO to make the payment partly or Debt Equity Conversion or decrease the concession fee etc.

Note In case of the failure incurred from the negotiation process , the PMO is entitled to terminate the Concession Agreement after the lapse period of 45 days from the date of the receipt of the notice. (January 29, 2007)

The Chairman then proposed the Meeting to consider and approve the procedures and all acts and processes conducted by the Company in relation to the settlement of the dispute between the Company and the Office of the Permanent Secretary, Prime Minister's Office, and to grant the Executive Committee an authority to process on the following procedures:

1. Submit the statement of claims to the Arbitration Institute to resolve disputes between the Company and the PMO in connection with interests charged on the concession fee (fraction) and the penalty fee of adjustment of television programming.
2. Finding the possible source of fund;
3. Negotiation with the Office of the Permanent Secretary, Prime Minister's Office;

All of the above mentioned shall be in accordance with the guideline proposed to the shareholders in the shareholders meeting.

The Chairman asked the Meeting whether there was any question concerning this agenda. The Shareholders then discussed and broaden their opinion. The Board of Directors answered the queries in all respects. When there was no shareholders propose any query, the Chairman then proposed the Meeting to consider and cast their votes.

Ms. Suparanan Tanviruch informed the Meeting that according to Clause 36 of Articles of Association, the Shareholders Meeting must pass a resolution to approve this matter with the majority vote of the shareholders attending the Meeting and having the right vote.

After consideration, the Meeting passed a resolution certifying and approving the procedures and all acts and processes conducted by the Company in relation to the settlement of dispute between the Company and the Office of the Permanent Secretary, Prime Minister's Office, and allow the Executive Committee to undertake the aforesaid procedure as proposed in all respect with the majority vote of 652,409,207 Approved votes or 98.92 %; 741,602 Disagreed Votes or 0.11 % ; 6,349,968 Abstained Vote or 0.96 % of the total shares held by the shareholders attending the Meeting and having the right to vote

Agenda 4 To consider any other business, if any

There were no other matters to be considered. The shareholders then expressed their opinion and discussed on the matter regarding the further undertaking of the Company in connection with the PMO and the related matters. When there was no shareholders propose any query, the Chairman thanked the shareholders to attend the Extraordinary Shareholders Meeting No. 1/2006. The Chairman declared the Meeting closed.

However, after the commencement of the Meeting, more shareholders registered for the Meeting. At the time that the registration was closed, there were 190 shareholders and proxies presented at the meeting, holding together 659,500,777 shares or 54.65 percent of the total issued shares of the Company amounting to 1,206,697,400 shares. (There were 29 proxies amounting to 355,920 shares or 0.03 percent of the total issued shares of the Company given to the independent director.)

The Meeting was adjourned at 16.53 p.m.

Signed _____ (Signature) _____ Chairman of the Meeting
(Mr. Boonklee Plangsiri)

Signed _____ (Signature) _____ Secretary of the Meeting
(Ms. Suparanan Tanviruch)

Signed _____ (Signature) _____ Secretary of the Board of Directors
(Mr. Worawat Wilaiwong)

The Supporting Document of Agenda 3 and 4

Agenda 3

To acknowledge the progress of disputes between the Company and the Office of the Permanent Secretary, Prime Minister's Office.

Historical background and undertaking in relation to the disputes and results of this case after Extraordinary General Shareholders' Meeting No. 1/2006 held on December 29, 2006.

December 29, 2006

In the 1/2006 Extraordinary General Meeting of Shareholders, the Company informed to shareholders to acknowledge the progress of the disputes between the Company and the PMO, and approve the guidelines of this issue undertaken by the Board of Directors and Management.

January 3, 2007

According to the resolutions of the 1/2006 Extraordinary General Meeting of Shareholders granted the Company to negotiate with the PMO, the Company proposed the written guidelines and alternatives to the PMO for resolving this issue and also requested the PMO to have a meeting to consider the suitable alternatives urgently. The PMO released to the media publication that there will be the meeting of the government panel in charge of UHF television affair next week, whereas the Company had disclosed such issue to the Stock Exchange of Thailand stated that in case of the Company and the PMO cannot negotiate on this issue and the Company is unable to repay the PMO within the specified time, the PMO has the right to terminate "the operation of UHF television station" concession agreement of the Company.

January 4, 2007

The Company submitted a statement of claims to the Arbitration Institute to resolve disputes between the Company and the Office of the Permanent Secretary, Prime Minister's Office ("the PMO") in connection with interest charged on the concession fee shortfall and the penalty fee for adjustment of television programming. The Arbitration Institute accepted the statement of claims as Black Case No. 1/2007

January 12, 2007

The Arbitration Institute submitted a copy of a statement of claims to the PMO for the purpose of sending back by the PMO of its statement to the Arbitration Institute within fifteen days from the date of receipt. The Company followed this issue closely and updated the shareholders. After that the PMO sent the letter for refusing to enter into the Arbitration Process.

January 19, 2007

At Board of Directors Meeting No. 1/2007 held on January 19, 2007, they followed the progress of the procedures, which have been undertaken in line with the guidelines of the board of directors as proposed to Extraordinary General Meeting of Shareholders No. 1/2006 held on December 29, 2006, and disclosed to the shareholders through the Stock Exchange of Thailand as follows;

In reference to the resolutions of the extraordinary general meeting of shareholders regarding the concession fee shortfall amounting to Baht 2,210 million, the Company has considered the possibility of borrowing or a capital increase. The Executive Committee has contacted financial institutions regarding a loan and consulted with experts in the capital market to study the feasibility of a public offering and rights offering. However, the Company is not able to undertake either of these within a short period due to uncertainty over the penalty fee for adjustment of television programming, which creates a substantial risk that the Company might have to file for bankruptcy. However, the Company is trying to find another source of funds and negotiate with the PMO over the guidelines of repayment.

However, the Company will undertake the best to resolve this issue by having weekly board's meeting and report the progress to the shareholders periodically.

January 24, 2007

The Company proposed the alternatives regarding the concession fee shortfall to the meeting of the government panel in charge of UHF television affair which the Permanent Secretary of the PMO acted as the chairman of that meeting. There are the following matters.

The Company notified to the meeting that currently the financial status of the Company is shown that the Company has not enough money to repay the PMO because the Company has cash in hand of Baht 1,300 million and is not able to undertake either of borrowing from the financial institutions or funding by public offering and rights offering within a short period due to a substantial risk concerning the uncertainty over the penalty fee for adjustment of television programming approximately Baht 100 billion, which whoever may have to file for bankruptcy. However, the Company is trying to find another source of funds and negotiate with the PMO over the guidelines of repayment. The Company proposed five alternatives with advantages and disadvantages of each alternative to the PMO for consideration regarding the concession fee Baht 2,210 million as follows;

1. The Company will repays the PMO Baht 710 million in cash plus Baht 1.5 billion through new share issues at Baht 1 per share, allowing the PMO to own 55.4 per cent of the Company as a major shareholder of the Company. If the PMO agrees with the first alternative, The Company will have not a burden amounting to Baht 2,210 million and the Company's operation will be going on with strong performance in the future which is positive to minority shareholders and staff of the Company. However, in compliance with this alternative, the Company must propose this to the shareholder's meeting of the Company for approval further.
2. There are some Thai companies which purposes to take over all the Company's shares from Shin Corporation Plc. ("SHIN"). In this alternative the new

shareholders who want to operate the Company business will negotiate about the burden and the disputes with the PMO and the Company is able to run its business under concession agreement that is not affected minority shareholders and staff of the Company. However, in compliance with this alternative, it depends on the approval of the board and shareholders' meetings of SHIN and the result of negotiation with new shareholders.

3. The government to take over all the Company's shares from SHIN in the proportion of 52.9% of total paid-up capital or 638 million shares. In compliance with this alternative, the government should provide its budget for buying the Company's shares and run its business.
4. The Company proposed to repay concession fee shortfall amounting to Baht 1 billion to the PMO and the remaining of Baht 1,210 million by instalments with five years. In compliance with this alternative, the Company is trying to prepare the details of instalments method to the PMO for consideration.

The Company proposed four alternatives stated as above to the PMO for consideration because the Company has intended to solve this issue to protect the taking place of disadvantages with minority shareholders, staff, program producers, suppliers and audience. The Company tries to keep TV station by acting as a mediating ground for social affairs. However, if there will be events or factors impact to the Company that is not able to repay to the PMO within the specific time; the PMO has the right to terminate "the operation of UHF television station" concession agreement (alternative 5).

February 1, 2007

The Company received the letter from the PMO dated on January 31, 2007 notifying the Company to repay the debt by making payment of the remaining compensation of 9th year to 11th year in an amount of Baht 2,210 million and the interest calculated on such remaining compensation at the rate of fifteen (15) percent per annum together with the fine arising out of the change of the broadcasting schedule starting from April 1, 2004, to December 13, 2006, in an amount of Baht 97,760 million. The total amount of the payment to be paid to PMO is approximately Baht 100 billion. PMO demanded that all payment must be paid within thirty (30) days after the Company received such notice. In the event that the Company fails to repay such debt within such period of time, PMO will have to act in accordance with the terms of the Concession Agreement and any relevant law.

February 2, 2007

The Board of Directors' meeting had followed the progress of undertaking and resolved to submit a letter to the Prime Minister appealing for justice which was submitted in the same day. The material detail of such letter is provided as follows:

1. The Company requested that the debt repayment should be limited to the remaining compensation in an amount of 2,210 million Baht, and the Company is now under the process of procuring the money to repay such debt.

2. With regard to the interest and the fine in an approximate amount of Baht 100 billion, the parties to the Agreement have different perspectives on the material interpretation of the terms of the Agreement, and this dispute is now under the consideration of the Arbitration tribunal. Therefore, the Company would like to request that the repayment of such interest and fine (if any) shall be made in accordance with the judgment resulting from the legal proceeding.
3. Notification by PMO to the Company to repay the remaining compensation debt, interest and fine, in an approximate amount of Baht 100 billion within thirty (30) days after the Company received the notice from PMO has severely affected the procurement of the loan facility and/or fund of the Company. Accordingly, the Company would like to request change of the due date of the repayment of the remaining compensation debt in an amount of Baht 2,210 million to be repaid within thirty (30) days after the approval of this letter.

February 13, 2007

The PMO submitted the letter to the Company to insist that the Company should repay the remaining concession fee, the penalty fee for adjustment of television programming and interest charged on part of the concession fee, approximately totalling Baht 100 billion, by March 3, 2007. In the event that the Company fails to repay this debt by that date, the PMO will have to act in accordance with the terms of the Concession Agreement.

February 19, 2007

At Board of Directors Meeting No. 4/2007 held on February 19, 2007 were resolved to approve the holding of Extraordinary General Meeting of Shareholders No. 1/2007 on March 20, 2007 at 2.00 p.m. to acknowledge the progress of disputes between the Company and the PMO and approve the procedures in settling such dispute and grant the Board of Directors' authority to undertake in accordance with the guidelines of the shareholders' meeting.

February 20, 2007

The Company has filed the issues of the complaint to prescribe provisional remedial measure and the complaint in the case of compelling urgency filed to the Central Administrative Court. The following matters are as follows;

1. To request the Court rules that the right to terminate the Concession Agreement of the Office of the Permanent Secretary, Prime Minister's Office ("the PMO") will be ceased during the period that the penalty fee incurred from the change of television program ("the penalty") and interest of the unpaid concession fee ("interest") approximately Baht 100 billion have not been paid until the arbitral award will be granted and the dispute becomes final.

The reason is that such right to demand the Company to make the payment is unfair, breach the Concession Agreement and in conflict of law. Consequently, the PMO has no right to terminate the Concession Agreement as follows:

1.1 The Company is not obliged on the penalty and interest approximately Baht 100,000 million since the undertaking of the Company is in accordance with the Concession Agreement and the arbitral award. Because of this, the Company is not required to pay the penalty and interest in any respect. If so, the penalty calculated under Clause 11 of the Concession Agreement shall be not more than Baht 300 million (Baht 274,000 per day) and it shall not be Baht 97,760 million (Baht 100 million per day) as calculated by the PMO.

1.2 If the PMO and the Company have different view in material means of Clause 11 of the Concession Agreement and such cannot be solved, the parties are required to bring the dispute into the arbitration proceeding under Clause 15 of the Concession Agreement.

1.3 The issue that the penalty and interest should be arisen or how to be calculated has not been considered by any court or any justice unit. Therefore, it shall not be deemed as legal contingencies and the statement claimed that the penalty was ruled by the Court is then incorrect.

1.4 According to the Supreme Administrative Court gazette dated December 13, 2006 , it stated that “ ... As the matter of the penalty fee, the parties have to undertake by themselves, if the dispute cannot be solved, the statement of claims is required to be filed in accordance with the procedure defined in the Concession Agreement.”

1.5 The statement of complaint is submitted and accepted by the Arbitration Institute on January 4, 2007 as the Black Dispute No. 1/2007 which it is in consideration of the Arbitration Institute.

2. To request the Court to specify the period for the Company to make the payment of the unpaid concession fee amounting to Baht 2,210 million within 30 days after the date of the receipt of the Court's order.

Since the PMO demands the Company to pay the debts combining the penalty fee and interest of Baht 100 billion with the unpaid concession fee amounting to Baht 2,210 million within 45 days and 30 days respectively, it obstructs the Company to receive the funds from the financial resources. Consequently, the Company loses the time to receive the fund which the payment of Baht 2,210 million to the PMO is required about 30 days.

February 21, 2007

The Central Administrative Court ordered the rejection of the complaint to prescribe provisional remedial measure and the complaint in the case of compelling urgency that the Company filed to the Central Administrative Court referring to Clause 72 Paragraph 2 of Rule of the General Assembly of Judges of the Supreme Administrative Court on Administrative Court Procedure, B.E. 2543 (2000). The said order shall be final and cannot be appealed.

February 27, 2007

The cabinet assembly authorized the Permanent Secretary of the Prime Minister Office (the "PMO") to revoke the Concession Agreement between the PMO and ITV Public Company Limited ("ITV") if ITV is unable to pay the concession fee shortfall with its interest and the penalty fee amounting approximately Baht 100 billion to the PMO by 6 March 2007.

February 28, 2007

ITV notified through the Stock Exchange of Thailand that ITV has undertaken all of the ways to find the best resolution to this issue along with its right of concession agreement and related laws by a proposal to the PMO to consider the alternatives for resolving this issue, submission of a letter to the Prime Minister appealing for justice and filing of the complaint to the Central Administrative Court to prescribe provisional remedial measures but the Central Administrative Court ordered the rejection of such complaint and the said order shall be final and cannot be appealed, which ITV has disclosed to the Stock Exchange of Thailand continuously. So this issue is depended on the consideration of the cabinet. If ITV has been ordered to pay Baht 100 billion by the PMO by March 6, 2007, it is unable to find the possible source of fund to pay such amount.

In the event that ITV receives a legal binding notice for such revocation, which means that ITV is unable to continue and has to stop broadcasting due to invalidity of the license upon receipt of such notice. ITV will propose future plan to the shareholders in Extraordinary General Meeting of Shareholders No. 1/2007 which will be held on 20 March 2007 at 2.00 p.m. to find out the appropriate way of the business operation.

March 6, 2007

The Cabinet resolved to stop ITV's broadcasting temporarily which it has been broadcasting until 12.00 p.m. of March 7, 2007 after its concession agreement is revoked by the PMO.

March 7, 2007

1. The PMO sent the letter dated March 7, 2007 to ITV regarding the PMO's notice revoked ITV's concession agreement. The PMO notified that ITV should pay debts and transfer all assets which have been used to operate during concession agreement to the PMO within the specific time.
2. ITV submitted letters to its contractors for cancelling all commercial contracts and stopped the employment which must compensate to its employees according to Labour Law.

Agenda 4

To consider and approve the procedures in the Company's operations.

It is appropriated to propose to Extraordinary General Meeting of Shareholders No.1/2007 to approve the procedures in the Company's operations after its Concession Agreement is revoked in the following issues.

- 4.1 To consider and approve to hold over all of commercial activities of the Company by cancelling commercial contracts and employment contracts.
- 4.2 To consider and approve to hire the company which will manage the accounting system such as billing, collecting, tax, legal documents, and other works in relation to company's secretary, board's meeting, shareholders' meeting, contracts administration, and registration process in relation to the Company's business with government officer, including undertaking for preparation of the legal file that is continued after March 8, 2005 in total cost of not more than Baht 6 million per year, initial term of the engagement is 6 months and its renewal term for 6 months upon the condition of an advance payment of the first of 6 months to be made after the effective date of the engagement.
- 4.3 To consider and approve to hire the man-power in relation to the maintaining and transferring many assets to comply with the terms of the concession agreement because the Company has many assets located in 52 stations around many provinces. The Company will use 92 persons who are responsible for various scope of work in total cost of Baht 4.5 million calculated from Baht 60,000 per day multiplied by 75 days approximately.
- 4.4 To consider and approve to buy and/or renew assets insurance to comply with the terms of concession agreement, including buying and/or preparing new insurance according to the board of directors' decision as appropriate.
- 4.5 To consider and approve to hire the legal consultant to process the case for the Company in the Arbitration court and other courts.
- 4.6 To consider and approve to relocate the Company's head office to Shinawatra Tower 3, 8th Floor after the Company's concession agreement is revoked, and approve to buy office equipments and general expense as necessary, including but not limited for keeping the Company's documents in the safe place.

Enclosure 4**Company's Articles of Association concerning the Shareholders Meeting****1. Closing of Share Registration Book**

Article 12 During a period of 21 days prior to each shareholder meeting, the company may refuse to accept registration of any transfer of shares by issuing a notice to the shareholder not less than 14 days in advance at the head office and all branch offices of the company prior to the commencement date of such refusal to accept registration of transfer of shares.

2. Calling of Shareholders Meeting

Article 29 The board of the directors shall call a shareholder meeting which is an annual ordinary general meeting of shareholder within four month of the last day of the fiscal year of the company. Shareholder meeting other than the one shall be call extraordinary general meeting.

The board of the directors may call an extraordinary general meeting of shareholder any time the board consider it expedient to do so.

Shareholder holding shares amounting to not less than one-fifth of the total number of shareholder numbering not less than twenty-five persons holding shares amounting to not less than one-tenth of the total number of shares sold may submit their names in a request directing the board of directors to call an extraordinary general meeting at any time, but the reasons for calling such meeting shall be clearly stated in such request. The board of directors shall proceed to call a shareholder meeting to be held within one month of the date of receipt of such request from the said shareholders.

Article 31 In calling a shareholder meeting, the board of directors shall prepare a written notice calling the meeting that states the place , date , time , agenda of the meeting and the matters to be proposed to the meeting with reasonable detail by indicating clearly whether it is the matter to be propose to the meeting with reasonable detail by indicating clearly whether it is the matter propose for information, for approval or for consideration, as the case may be, including the opinions of the board of directors in the said matters, and the said notice shall be delivered to the shareholder and the Registrar for their information at least seven days prior to the date of the meeting. The notice calling for the meeting shall also be published in a newspaper at least three days prior to the date of the meeting.

3. Granting Proxy

Article 32 Shareholders may authorize other persons as proxies to attend and vote at any meeting on their behalf by issuing the letter in accordance with the form as defined by the registrar. The proxies shall submit the letter to the President or the person defined by the President at the meeting before the proxies.

4. The Quorum

Article 33 In order to constitute a quorum, there shall be shareholder and proxies (if any) attending at a shareholder meeting amounting to not less than twenty-five persons or not less than one half of the total number of shareholder and in either case such shareholder shall hold shares amounting to not less than one-third of the total number of shares sold of the company.

At any shareholder meeting, if one hour has pass since the time specified for the meeting and the number of shareholder attending the meeting is still inadequate for a quorum. If such meeting was not called as a result of a request by the shareholder, the meeting shall be called once aging and notice calling such meeting shall be delivered to shareholder not less than seven days prior to the date of the meeting. In the subsequent meeting a quorum is not required.

Article 34 The chairman of the board shall be the chairman of shareholder meeting. If the chairman of the board is not present at a meeting or cannot perform his duty, and if there is a vice-chairman, the vice-chairman present at the meeting shall be the chairman of the meeting. If there is no vice-chairman or there is a vice-chairman who is not present at the meeting or cannot perform his duty, the shareholder present at the meeting shall elect one shareholder to be the chairman of the meeting.

5. Voting

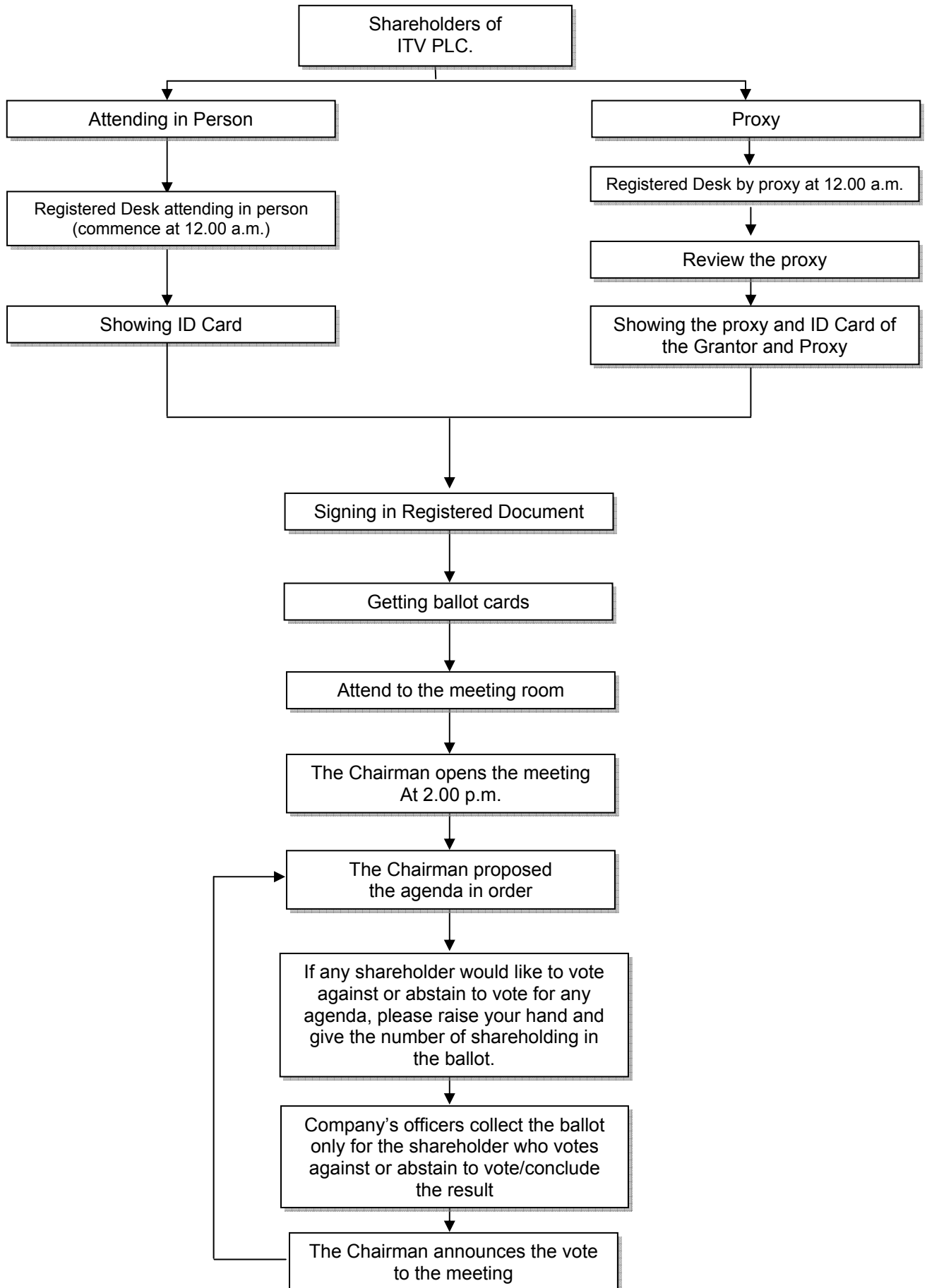
Article 35 The chairman of the shareholder meeting has the duty to conduct the meeting in compliance with the articles of association of the company relating to meeting and to follow the sequence of the agenda specified in the notice calling for the meeting, provided that the meeting my pass a resolution allowing a change in the sequence of the agenda with a vote of not less than two-third of the number of the shareholder present at the meeting.

Article 36 Unless otherwise stipulated by these articles, the majority vote of the shareholders who attend the meeting and cast their votes. In case of a tie vote, the chairman of the meeting shall have a casting vote.

In the follow events, a vote of not less than three quarters of the total number of vote of shareholder who attend the meeting and have the right to vote :

- (1) the sale or transfer of the whole or important parts of the business of the company to other persons;
- (2) the purchase or acceptance of transfer of the business of other companies or private companies by the company;
- (3) the making, amending or terminating of contracts with respect to the granting of a lease of the whole or important parts of the company, the assignment of the management of the business of the company to any other persons or the amalgamation of the business with other persons with the purpose of profit and loss sharing.

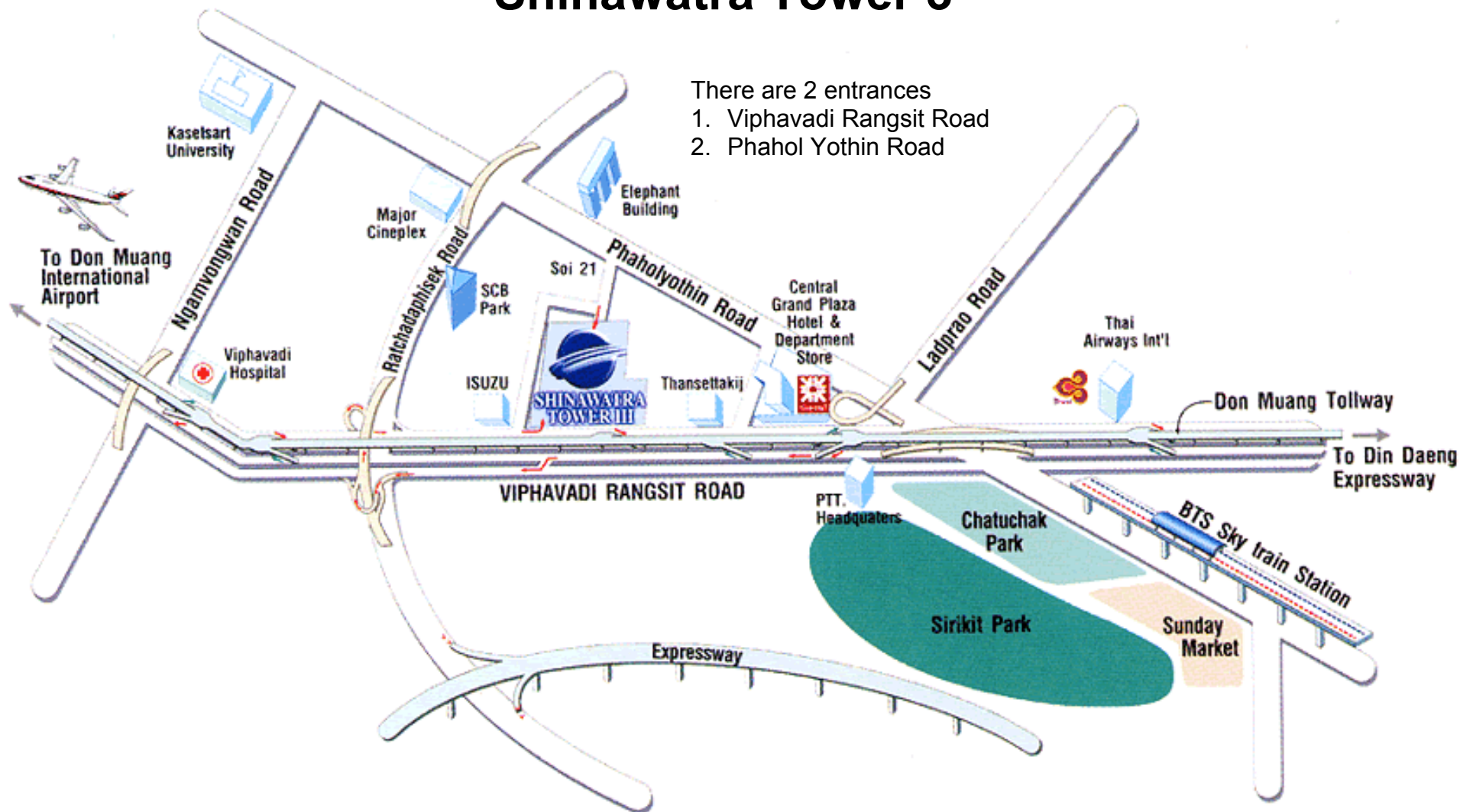
**Procedures for attending the Extraordinary General Meeting of
Shareholders No. 1/2007
ITV Public Company Limited
On March 20, 2007**



*** Please return to the Company's officers the ballot for every agenda when the meeting be completed.**

Shinawatra Tower 3

There are 2 entrances
1. Viphavadi Rangsit Road
2. Phahol Yothin Road



Auditorium, 9th Floor, Shinawatra Tower 3
1010 Viphavadi Rangsit Road, Jatujak, Bangkok
Tel. 02-949-2000

Viphavadi Rangsit Road : Bus no. 3, 29, 52 Air condition bus no. 10, 29
Phahol Yothin Road : Bus no. 27, 39, 59 Air condition bus no. 39