

# LETTER OF CREDIT

TO: The Telecommunications Authority of Hong Kong  
The Office of the Telecommunications Authority  
29<sup>th</sup> Floor, Wu Chung House  
213 Queen's Road East  
Wanchai  
Hong Kong (the "Beneficiary")

FROM:

[Insert name and address of issuing bank]
(the "Issuing Bank")

DATE:

[Insert date]
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The Issuing Bank issues an irrevocable standby letter of credit in your favour on the following terms on the application and request of

[Insert name of bidder]
(the "Bidder")

pursuant to the Notice dated 31 August 2007 issued by the Telecommunications Authority in exercise of the powers conferred by section 32I of the Telecommunications Ordinance (Cap. 106), Telecommunications (Method for Determining Spectrum Utilization Fee) (Code Division Multiple Access Mobile Telecommunications Service) Regulation and all other powers enabling him to specify the terms and conditions of the auction and payment of the spectrum utilization fee (the "Notice"):

**IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER**

[Insert L/C no.]
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**DATED:**

[Insert date]
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**BENEFICIARY**     The Telecommunications Authority of Hong Kong

**EXPIRY DATE**     365 days from the date of issue

**AMOUNT OF STANDBY LETTER OF CREDIT**

[Insert maximum amount]
Up to a maximum amount of HK\$

**AVAILABLE**     Subject to the Additional Conditions below, within three (3) Business Days (as defined in the Notice) of receipt by the Issuing Bank of the Beneficiary's certificate in the form set out below.

**AGAINST**     Presentation from time to time of the Beneficiary's certificate signed by an authorised signatory of the Beneficiary.

**BY**     Payment into the specified account of the Beneficiary.

**BENEFICIARY'S CERTIFICATE**

TO:

[Insert name and address of Issuing Bank]

(the "Issuing Bank")

FROM:

The Telecommunications Authority of Hong Kong  
The Office of the Telecommunications Authority  
29<sup>th</sup> Floor, Wu Chung House  
213 Queen's Road East  
Wan Chai  
Hong Kong (the "Beneficiary")

DATE:

[Telecommunications Authority to insert date]

**Irrevocable Standby Letter of Credit**

Dated

[Insert date]

No.

[Insert L/C number]

(the "Standby Letter of Credit")

Amount

[Telecommunications Authority to insert amount]

1. We claim HK\$ under the Standby Letter of Credit

2. This amount has become due and payable to us prior to the date of this certificate by way of payment of Penalty (as defined in the Notice) under the terms and conditions of the Notice.

3. We request payment from the Issuing Bank of the amount specified in

paragraph 1 within three (3) Business Days (as defined in the Notice) after the date of this certificate to

[details of Beneficiary's account] in our favour.
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The Telecommunications Authority of Hong Kong

**BY:**

[Insert name of authorised representative from Telecommunications Authority]
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**TITLE:**

[Insert title of authorised representative]
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**ADDITIONAL  
CONDITIONS**

1. The Beneficiary may make any number of demands for payment up to the Amount of this Standby Letter of Credit as reduced from time to time by the payments made by the Issuing Bank before the Expiry Date.
2. The Issuing Bank confirms that it is duly authorized by the Bidder to make payment under this Standby Letter of Credit. The Issuing Bank shall not be required to investigate the authenticity of any certificate presented by the Beneficiary or the Beneficiary's capacity or entitlement to make any certificate and each certificate issued by the Beneficiary of sums due shall be conclusive, save for manifest error.
3. All payments under this Standby Letter of Credit shall be made in full to the Beneficiary without any deduction or withholding (whether in respect of set off, counterclaim, duties, present or future taxes, charges or otherwise) and shall not be withheld for whatever reason. Nothing in any agreement between the Issuing Bank and any third party shall prejudice the operation of this Standby Letter of Credit.

4. The Issuing Bank may not assign or transfer all or any of its rights and obligations under this Standby Letter of Credit to another person without the prior written consent of the Beneficiary.
5. This Standby Letter of Credit is subject to the International Standby Practices 1998 (to the extent not inconsistent with the terms of this Standby Letter of Credit) and is governed by, and shall be construed in accordance with, Hong Kong law.

**EXECUTED BY:**

[Insert name and title of Issuing Bank representative]
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**FOR:**

[Insert name of Issuing Bank]
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**SIGNED**

[Signature of Issuing Bank's first representative]
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**EXECUTED BY:**

[Insert name and title of Issuing Bank representative]
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**FOR:**

[Insert name of Issuing Bank]
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**SIGNED**

[Signature of Issuing Bank's second representative]
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