

**LETTER OF CREDIT**

**FORM OF STANDBY LETTER OF CREDIT**

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

<b>FROM:</b>	[Insert name and address of issuing bank]
	<b>(the "Issuing Bank")</b>
<b>DATE:</b>	[Insert date]

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]
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(the "**Bidder**") pursuant to a Notice dated 18th July, 2001 issued by the Telecommunications Authority in exercise of the powers conferred by section 32I of the Telecommunications Ordinance (Cap. 106) and the Telecommunications (Method for Determining Spectrum Utilization Fees) (Third Generation Mobile Services) Regulation and all other powers enabling him to specify the terms and conditions of the auction and the payment of the spectrum utilization fee (the "**Notice**"):

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**IRREVOCABLE STANDBY  
LETTER OF CREDIT NO.**

[Insert L/C no.]

**DATED:**

[Insert date]

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**BENEFICIARY**            The Telecommunications Authority of Hong Kong.

**EXPIRY DATE**            364 days from the date of issue.

**AMOUNT OF  
STANDBY LETTER  
OF CREDIT**

[Insert maximum amount]

Up to a maximum amount of HK\$

**AVAILABLE ON**            Subject to the Additional Conditions below, within three 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 in the following form, either by letter signed by an authorised signatory of the Beneficiary or authenticated telex or SWIFT to the Issuing Bank at

[Insert address of issuing bank]

**Telex no.**

[Insert telex number of the issuing bank]

**or SWIFT no.**

[Insert SWIFT number of the issuing bank]

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

**FROM:**  
The Telecommunications Authority of Hong Kong  
The Office of the Telecommunications Authority  
29th Floor, Wu Chung House  
213 Queen's Road East  
Wanchai  
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")**

[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 a 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 Business Days (as defined in the Notice) after the date of this certificate to

[details of Beneficiary's account]
in our favour.

The Telecommunications Authority of Hong Kong

<b>BY:</b>	[Insert name of authorised representative from Telecommunications Authority]
<b>TITLE:</b>	[Insert title of authorised representative]

**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 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 without any deduction or withholding (whether in respect of set off, counterclaim, duties, present or future taxes, charges or otherwise).
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]

**FOR:**

[Insert name of issuing bank]

**SIGNED**

[Signature of first bank representative]

**EXECUTED BY:**

[Insert name and title of issuing bank representative]

**FOR:**

[Insert name of issuing bank]

**SIGNED**

[Signature of second bank representative]