

## AMENDMENT AGREEMENT NO.3 TO CUSTOMER ACCESS AGREEMENT

This Amendment Agreement (“Amendment Agreement”) is made on

BETWEEN

AND

(Each, a “Party”, collectively, “Parties”)

### RECITALS

- A. The Parties entered into the Customer Access Agreement on \_\_\_\_\_ and have since entered into further amendment agreements on \_\_\_\_\_ and (collectively, “CA Agreement”).
- B. This Amendment Agreement sets out the terms and conditions upon which \_\_\_\_\_ and \_\_\_\_\_ have agreed to supplement the CA Agreement.

### THE PARTIES AGREED AS FOLLOWS:

#### 1. INTERPRETATION AND TERM

- 1.1 The terms and conditions of this Amendment Agreement are deemed to be an integral part of the CA Agreement.
- 1.2 A term which is defined in the CA Agreement and used in this Amendment Agreement but not defined herein shall have the same meaning as used in the CA Agreement unless the context requires otherwise.

1.3 This Amendment Agreement shall be deemed to have commenced on (“**Commencement Date**”) and shall continue in full force and effect for three (3) years from the Commencement Date.

## 2. SUPPLEMENT

2.1 Subject to clause 2.2 below, \_\_\_\_\_ agrees to grant to \_\_\_\_\_ under this Amendment Agreement a monthly rebate (“**Rebate**”) for the LAL Service Connection Charge and LAL Service Periodic Charges for the period commencing on 1 January 2005 and ending on 31 December 2007 (“**Specified Period**”) as follows:

January To June 2005 (HKS Per Month)	July To December 2005 (HKS Per Month)	Year 2006 (HKS Per Month)	Year 2007 (HKS Per Month)
\$650,000.00	\$487,500.00	\$390,000.00	\$292,500.00

2.2 If the total amount of LAL Service Connection Charge and LAL Service Periodic Charges billed by \_\_\_\_\_ for any month within the Specified Period is less than the Rebate amount granted under clause 2.1, the remaining monthly balance of such Rebate amount can be used by \_\_\_\_\_ for setting off any undisputed fees or charges owed by \_\_\_\_\_ to \_\_\_\_\_ and as agreed by the Parties in respect of any other telecommunications services provided by \_\_\_\_\_ to \_\_\_\_\_.

## 3. GENERAL

3.1 Unless otherwise expressly amended by this Amendment Agreement, the terms and conditions of the CA Agreement shall continue to be in full force and effect.

3.2 This Amendment Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”). Each Party shall irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**EXECUTED** as an Agreement:

**SIGNED**  
for and on behalf of

**SIGNED**  
for and on behalf of