FOURTH AMENDMENT AGREEMENT TO LOCAL INTERCONNECTION AGREEMENT

This,	Fourth	Amendment	Agreement	("Fourth	Amendment	Agreement")	is	made	on
7''	Jan	2008	("Effe	ctive Date'	")	,			

BETWEEN

AND

(Each a "Party" and collectively the "Parties")

RECITALS

- A. The Parties entered into the Local Interconnection Agreement on 16 July 2001 for the provision of Interconnect Links between the Interconnect Gateway Exchanges and the Delivery Services and other Services.
- B. The Parties entered into an Amendment Agreement to the LIA on 1 December 2003 to amend Part I of Schedule 1 to the LIA.
- C. The Parties entered into a Second Amendment Agreement to the LIA on 18 August 2005 to amend certain provisions of the LIA.
- D. The Parties entered into a Third Amendment Agreement to the LIA on 21 June 2006 to amend certain provisions of the LIA ("Third Amendment Agreement").
- E. This Fourth Amendment Agreement sets out the terms and conditions upon which have agreed to amend the LIA to increase the number of Interconnect Links from existing 1,263 to 1,306 to cater for the Transit Delivery services from the Network of the to the Network of transiting the Network of

THE PARTIES AGREED as follows:

1. INTERPRETATION

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

2. EFFECTIVE DATE

This Fourth Amendment Agreement shall be effective from Effective Date and shall continue in full force and effect unless terminated pursuant to the LIA.

3. AMENDMENT

On and from the Effective Date, both Parties agree to amend the LIA by:

- (A) replacing clause 4.2 of the Third Amendment Agreement with the following clause:
 - "4.2 shall provide and shall maintain at all times a minimum capacity of one thousand three hundred and six (1,306) Interconnect Links during the Term [(as defined in clause 4.1)."
- (B) inserting a new clause 4.11 to the Third Amendment Agreement:
 - "4.11 agrees to waive the transit charges for all local and external calls including the relevant Transit Delivery Charge and External Transit Charge for the Transit Delivery services from the Network of to the Network of transiting the Network of commencing from the day on which the installation of the said one thousand three hundred and six (1,306) Interconnect Links is completed ("Installation")."

- (C) inserting a new clause 4.12 to the Third Amendment Agreement:
 - "4.12 shall complete the Installation within weeks from the Effective Date, failing which the minimum capacity of the Interconnect Links referred to in clause 4.2 will fall back to the minimum capacity previously agreed by the Parties. For greater clarity, the minimum capacity of Interconnect Links will not be one thousand three hundred and six (1,306) but will be one thousand two hundred and sixty-three (1,263) in the event of failure to complete the Installation pursuant to this clause."

4. GENERAL

- 4.1 Unless otherwise expressly amended by this Fourth Amendment Agreement, the terms and conditions of the LIA will continue in full force and effect between and
- 4.2 Except pursuant to clause 23 of the LIA, and shall not terminate the LIA and this Fourth Amendment Agreement during the Term.
- 4.3 If any provision of this Fourth Amendment Agreement is in breach of any Applicable Law or is held to be invalid or unenforceable for any reason by a court or government authority, then such provisions will be deemed to be removed from this Fourth Amendment Agreement and the remainder of this Fourth Amendment Agreement shall continue in full force and effect. The Parties must negotiate in good faith such amendments to this Fourth Amendment Agreement that are necessary or appropriate to ensure consistency between this Fourth Amendment Agreement and the Applicable Law.
- 4.4 Except as provided in this Fourth Amendment Agreement, all the terms and conditions of the LIA shall remain in full force and effect and binding on the Parties. In case of any inconsistency between this Fourth Amendment Agreement and the LIA, this Fourth Amendment Agreement shall prevail to the extent of such inconsistency.
- 4.5 This Fourth Amendment Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong").

4.6 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

EXECUTED as an Agreement by the parties on the date first above written.

SIGNED

SIGNED

for and on behalf of

for and on behalf of