

This Amendment to the Memorandum of Understanding ("Amendment") is made on
15th day of February, 2005

BETWEEN:

(1)

and

(2)

WHEREAS, the Parties have previously entered into a Memorandum of Understanding dated the 23rd day of March, 2004 ("Memorandum"); and the Parties desire to amend the Memorandum for the Parties' mutual benefits.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Memorandum.

NOW THEREFORE, the Parties hereto agree as follows:

1. Clause 3.1 of the Memorandum is hereby amended to read as follows:
"This Memorandum will be legally binding on both Parties upon the signing thereof by both Parties and will continue in force until the execution by both Parties of the Definitive Agreement (which expressly indicated that this Memorandum is being superseded) or otherwise terminated in accordance with Clause 3.2 or 3.3."
2. Clause 3.2(i) of the Memorandum is hereby deleted in its entirety.
3. Clause 3.2(ii) and Clause 3.2(iii) of the Memorandum are amended to read as Clause 3.2(i) and Clause 3.2(ii) respectively.
4. Schedule 1 of the Memorandum is amended and replaced in its entirety by Annex I hereto.
5. Schedule 2 of the Memorandum is amended and replaced in its entirety by Annex II hereto.
6. Save and except as otherwise provided in this Amendment, all the terms and conditions of the Memorandum shall remain in full force and effect.
7. This Amendment, together with Annexes I and II shall take retrospective effect from 23rd September, 2004.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the date and year first above written.

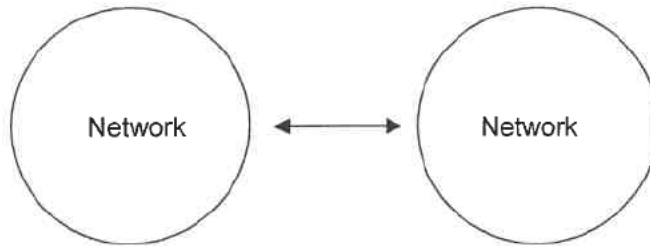
Signed for and on behalf of

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SCHEDULE 1

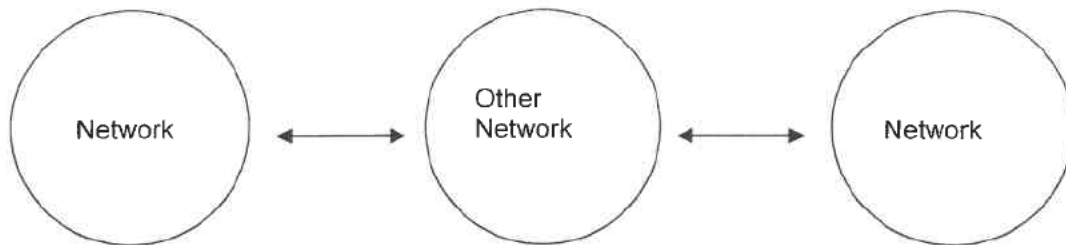
Configuration of the interconnection between and

Both Parties agreed to deliver the traffic to each other in accordance with the numbering plan as stated in Schedule 2 under the following configurations:



Direct Interconnection Mode

or



Indirect Interconnection Mode (for overflow purpose)

~ End of Schedule 1 ~

SCHEDULE 2

Numbering plan for traffic passing between and

The following is the numbering plan for traffic passing between the Parties:

No.	Calling Party	Called Party	Number levels ^{*1}	Remarks
1				Access Code for IDD service
				Hotline Number
				FTNS Number
				Network Number
				Freephone Number
				Personal Number
				PNETS (for IDD type of service)
2				Access Code for IDD service
				FTNS Number
				Network Number
				Hotline Number
				Volatile Traffic Number
				Freephone Number
				Personal Number
				PNETS (for IDD type of service)
			PNETS (for ISP type of service)	

Note:

- For details of the numbering formats, please refer to the "The Numbering Plan for Telecommunications Services in Hong Kong" as may be updated by the TA from time to time. For those agreed call types, the numbering levels will be revised by the allocation of new numbers by OFTA to the relevant operators.

Charges for traffic passing between and

Subject to clause 2 of the Memorandum, the Parties agreed to pay each other the following charges:

- External Calls
Local Access Charge: HKD 0.106 per occupancy minute
- Local Calls
Interconnection Charge: i) HKD 0.025 per call attempt
ii) HKD 0.014 per call occupancy minute

Unless otherwise specified, the charges set out above is subject to adjustment by reference to the relevant determination as may be issued by the TA from time to time within the industry and/or the Parties' mutual agreement to be made from time to time.

~ End of Schedule 2 ~