

IMPORTANT  
重要提示

Please staple  
your payment  
here  
請將股款  
繫釘在此

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON TUESDAY, 15 JULY 2014.

本暫定配額通知書乃有價值及可轉讓，並應即時處理，本文件所載之認購要約將於2014年7月15日（星期二）下午4時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PROVISIONAL ALLOTMENT LETTER, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARE STAPLED UNITS OF THE HKT TRUST AND HKT LIMITED ("HKT"), YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書或應採取之行動有任何疑問或如 閣下已出售 閣下名下全部或部分香港電訊信託與香港電訊有限公司（「香港電訊」）之股份合訂單位，應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this provisional allotment letter, together with a copy of the rights issue prospectus of the HKT Trust and HKT dated 30 June 2014 (the "Prospectus"), has been registered with the Registrar of Companies in Hong Kong pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility for the contents of any of these documents.

本暫定配額通知書之副本連同日期為2014年6月30日之香港電訊信託與香港電訊之供股章程（「章程」）之副本，已遵照香港法例第32章公司（清盤及雜項條文）條例之規定送呈香港公司註冊處處長登記。香港公司註冊處處長與香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

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香港交易及結算所有限公司、香港聯合交易所有限公司（「聯交所」）及香港中央結算有限公司（「香港結算」）對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本文件全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

# HKT 香港電訊

## HKT Trust 香港電訊信託

(a trust constituted on 7 November 2011 under the laws of Hong Kong and managed by HKT Management Limited)

(一個根據香港法律於 2011 年 11 月 7 日成立並由香港電訊管理有限公司管理的信託)

and

## HKT Limited 香港電訊有限公司

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 6823)

(股份代號：6823)

Share Stapled Units Registrar:

Computershare Hong Kong Investor Services Limited

Shops 1712-1716, 17th Floor, Hopewell Centre

183 Queen's Road East

Wan Chai

Hong Kong

股份合訂單位過戶登記處：

香港中央證券登記有限公司

香港灣仔

皇后大道東183號

合和中心17樓1712-1716號舖

30 June 2014

二零一四年六月三十日

### RIGHTS ISSUE OF 1,155,011,542 RIGHTS SHARE STAPLED UNITS AT THE SUBSCRIPTION PRICE OF HK\$6.84 PER RIGHTS SHARE STAPLED UNIT ON THE BASIS OF 18 RIGHTS SHARE STAPLED UNITS FOR EVERY 100 EXISTING SHARE STAPLED UNITS HELD ON THE RECORD DATE

供股

涉及1,155,011,542個供股股份合訂單位，  
認購價為每個供股股份合訂單位6.84港元，  
基準為於記錄日期每持有100個現有股份合訂單位  
可獲配發18個供股股份合訂單位

PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER  
THAN 4:00 P.M. ON TUESDAY, 15 JULY 2014  
股款須不遲於2014年7月15日（星期二）下午4時正接納時繳足

### PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Provisional Allotment Letter number

暫定配額通知書編號

Name(s) and address of the Qualifying Holder(s) of Share Stapled Units  
合資格股份合訂單位持有人姓名及地址

Identifier

識別號

Total number of Existing Share Stapled Units registered in your name(s) at 5:00 p.m. on 27 June 2014

於2014年6月27日下午5時正登記於 閣下名下之現有股份合訂單位總數

BOX A

甲欄

Total number of Rights Share Stapled Units provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on 15 July 2014

暫定配發予 閣下之供股股份合訂單位總數，有關股款最遲須於2014年7月15日下午4時正接納時繳足

BOX B

乙欄

Total subscription monies for Rights Share Stapled Units payable on acceptance in full

於接納供股股份合訂單位時應繳足之股款總額

BOX C

丙欄

HKS

港元

Terms defined in the Prospectus have the same meanings herein unless the context otherwise requires.

除非文義有所指，否則章程所界定之詞彙與本通知書所採用者具有相同涵義。

The Joint Underwriters have the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice in writing to the Trustee-Manager and HKT at any time prior to the Latest Time for Termination, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Joint Underwriters have the right to terminate the Underwriting Agreement are set out below in this provisional allotment letter under the heading "Termination of the Underwriting Agreement."

根據包銷協議，聯席包銷商有權在包銷協議內所載之若干情況下，於最後終止時間前，隨時向託管人—經理與香港電訊發出書面通知終止包銷協議。聯席包銷商有權終止包銷協議之情況詳情，載於本暫定配額通知書下文「終止包銷協議」一節內。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any person dealing in the Share Stapled Units or Rights Share Stapled Units (including in their nil-paid form) up to the date on which such conditions are fulfilled and any person dealing in the securities of the HKT Trust and HKT from Thursday, 3 July 2014 to Thursday, 10 July 2014 (being the first and last day of dealing in the nil-paid Rights Share Stapled Units respectively) will accordingly bear the risk that the Rights Issue may not become unconditional or proceed. Any dealings in the Share Stapled Units from now up to the date on which the conditions to which the Rights Issue is subject are fulfilled, or in the Rights Share Stapled Units in nil-paid form on the Stock Exchange during the period in which they may be traded in their nil-paid form, will bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議成為無條件及並無被終止後，方可作實。倘若供股之條件並無獲履行，則供股將不會進行。任何人士如由現時起至有關條件達成當日止買賣股份合訂單位或供股股份合訂單位（包括以未繳股款形式），以及任何人士如由2014年7月3日（星期四）至2014年7月10日（星期四）（分別為買賣未繳股款之供股股份合訂單位之首日及最後日期）買賣香港電訊信託及香港電訊證券，將須承受供股可能不會成為無條件或可能不會進行之風險。由現時起至有關供股之條件達成當日止之任何股份合訂單位買賣，或於未繳股款供股股份合訂單位方式進行買賣之期間在聯交所買賣未繳股款供股股份合訂單位，將須承受供股可能不會成為無條件或可能不會進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in Share Stapled Units or nil-paid Rights Share Stapled Units during these periods.

投資者如對彼等之立場有任何疑問，應諮詢彼等顧問有關該等期間買賣股份合訂單位或未繳股款供股股份合訂單位之專業意見。

**THIS PROVISIONAL ALLOTMENT LETTER IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES.**

本暫定配額通知書不可直接或間接在美國刊發、發放或傳播。

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本文件所載信息，不構成或向美國（包括其領土及屬地，美國任何州分及哥倫比亞特區），或於或向相關法律並不允許其分發的任何其他司法管轄區直接或間接提供，分發或發售。該等資料並不構成在美國購買或認購證券的任何要約或建議，亦不構成該等要約或建議的一部分。本文件所載通知書並無及將不會根據一九三三年美國證券法（經修訂）（「證券法」）登記，倘非經登記而將該等證券直接或間接在美國分發，則不得在美國進行證券發售或向美國居民提供證券。本文件不構成任何要約或建議向任何人士發售有關證券，或邀請任何人士去取得、購買或認購有關證券。

Subject to the granting of the listing of, and permission to deal in, the Rights Share Stapled Units in their nil-paid and fully-paid forms on the Stock Exchange, and compliance with the stock admission requirements of HKSCC, the Rights Share Stapled Units in their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in the Central Clearing and Settlement System ("CCASS") with effect from the respective commencement dates of dealings in the Rights Share Stapled Units in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款股份合訂單位之香港結算系統上市及買賣，並符合香港結算之證券收納規定後，未繳股款及繳足股款股份合訂單位將獲香港結算系統接納為合資格證券。自未繳股款及繳足股款股份合訂單位各自於聯交所開始買賣之日或香港結算指定之其他日期起，可於中央結算及交收系統（「中央結算系統」）實行。結算及交收，聯交所參與者之間於任何交易日進行之交易，必須於其後第二個交易日在中央結算系統進行交收。於中央結算系統進行之所有活動均須遵守不時有效的中央結算系統通用程序規則。

Dealings in the Share Stapled Units of the HKT Trust and HKT (including the Rights Share Stapled Units in their nil-paid and fully-paid forms) may be settled through CCASS operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

香港電訊信託與香港電訊股份合訂單位（包括未繳股款及繳足股款股份合訂單位）之買賣可透過由香港結算營運的中央結算系統結算。閣下應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以瞭解結算安排詳情以及有關安排對 閣下之權利及權益之影響。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARE STAPLED UNITS IN FULL, YOU MUST LODGE THIS FORM AT THE DESIGNATED BRANCHES OF STANDARD CHARTERED BANK (HONG KONG) LIMITED OR AT THE OFFICE OF COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AS MENTIONED IN THE PROSPECTUS TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE RELEVANT DESIGNATED BRANCH OF STANDARD CHARTERED BANK (HONG KONG) LIMITED OR COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AS THE SHARE STAPLED UNITS REGISTRAR NOT LATER THAN 4:00 P.M. ON TUESDAY, 15 JULY 2014. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH OR CASHIER'S ORDERS MUST BE ISSUED BY A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "HKT – RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYER ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT FOR SUCH REMITTANCES WILL BE GIVEN.

閣下如欲接納全部供股股份合訂單位之暫定配額，須將上述供股股份總額之全數股款，於2014年7月15日（星期二）下午4時正前交與章程中所指定之銀行（香港）或商行之指定分行或香港中央證券登記有限公司之辦公處，所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或香港持牌銀行發行之銀行本票支付。所有支票或銀行本票均須開抬頭人為「HKT – RIGHTS ISSUE ACCOUNT」並以「只准入帳人匯戶」劃線方式填註，有關匯款及分發股款之指示列於背面。託管人—經理與香港電訊將不另發給股款收據。

Each person accepting the provisional allotment specified in this letter:

• confirms that he/she/it has read the terms and conditions and acceptance procedures set out on the pages attached to this provisional allotment letter and in the Prospectus and agrees to be bound by them; and

• agrees that this provisional allotment letter, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本通知書所載之暫定配額的每位人士均：

• 確認其已閱讀過本暫定配額通知書所附條款及章程所載之條款及條件以及接納手續，並同意受其約束；及

• 同意本暫定配額通知書因此組成之合約將受香港法律管轄及根據香港法律詮釋。

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE STAPLED UNIT(S) REPRESENTED BY THIS DOCUMENT, HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE STAPLED UNIT(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購本文件所指之供股股份合訂單位之認購權，每項買賣雙方均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在送交本文件以登記轉讓任何供股股份合訂單位權益之前，須出示已繳付香港從價印花稅之證明。

Form B

表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by (a) Qualifying Holder(s) of Share Stapled Units who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Share Stapled Units set out in Box B of Form A)

(只供擬轉讓其／彼等載於表格甲內乙欄之全部供股股份合訂單位認購權之合資格股份合訂單位持有人填寫及簽署)

To: The Directors  
HKT Management Limited (as the trustee-manager of the HKT Trust) and HKT Limited  
致：香港電訊管理有限公司(作為香港電訊信託託管人-經理)與香港電訊有限公司  
列位董事 台照

Dear Sirs,  
I/We hereby transfer all of my/our rights to subscribe for the Rights Share Stapled Units comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人／吾等茲將本暫定配額通知書所列本人／吾等之供股股份合訂單位之認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. .... 2. .... 3. .... 4. ....

Signature(s) (all joint Holders of Share Stapled Units must sign)

簽署(所有聯名股份合訂單位持有人均須簽署)

Date: ..... 2014

日期：2014年.....月.....日

Hong Kong ad valorem stamp duty is payable by the transferor(s) if this form is completed.

填妥此表格後，轉讓人須繳付香港從價印花稅。

Form C

表格丙

REGISTRATION APPLICATION FORM

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share Stapled Units have been transferred)

(只供承讓供股股份合訂單位認購權之人士填寫及簽署)

To: The Directors  
HKT Management Limited (as the trustee-manager of the HKT Trust) and HKT Limited  
致：香港電訊管理有限公司(作為香港電訊信託託管人-經理)與香港電訊有限公司  
列位董事 台照

Dear Sirs,  
I/We request you to register the number of Rights Share Stapled Units mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms set out in this provisional allotment letter and the Prospectus and subject to the trust deed dated 7 November 2011 constituting the HKT Trust (as amended) and the amended and restated memorandum and articles of association of HKT. My/Our address is not, and I/we am/are not located within, the Excluded Jurisdictions, unless I/we shall fulfill, to the satisfaction of the HKT Trust, HKT and the Joint Underwriters, the relevant requirements specified in the Prospectus relating to the Rights Share Stapled Units, a copy of which I/we hereby acknowledge I/we have received.

敬啟者：  
本人／吾等謹請 貴董事會將表格甲內乙欄所列之供股股份合訂單位數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及章程所載條款，以及在於2011年11月7日簽立構成香港電訊信託的信託契約(經修訂)及香港電訊經修訂及經重列組織章程大綱及章程細則規限下，接納此等供股股份合訂單位。本人／吾等之地址並非(而本人／吾等亦並非位於)除外司法權區，除非本人／吾等將遵守章程內所指明有關供股股份合訂單位之相關規定至香港電訊信託、香港電訊及聯席包銷商感到滿意，而本人／吾等亦僅此確認，本人／吾等已收到章程。

										Existing Holder(s) of Share Stapled Units please mark "X" in this box 現有股份合訂單位持有人在 本欄內填上「X」號																													
To be completed in <b>BLOCK LETTERS</b> in <b>ENGLISH</b> . Joint applicants should give one address only. 請用 <b>英文正楷</b> 填寫。聯名申請人只須填報一個地址。																																							
Name in English 英文姓名										Family name / Company name (姓氏／公司名稱)										Other names (名字)										Name in Chinese 中文姓名									
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及／或聯名申請人姓名(如有需要)																																							
Address in English (joint applicants shall give one address only) 英文地址 (聯名申請人只須填報一個地址)																																							
Occupation 職業										Tel. No. 電話號碼																													
Distribution Instructions 分派指示															Bank account no. 銀行賬戶號碼																								
Name and address of bank 銀行名稱及地址										BANK 銀行					BRANCH 分行					ACCOUNT 賬戶																			

1. .... 2. .... 3. .... 4. ....

Signature(s) (all joint applicants must sign)

簽署(所有聯名申請人均須簽署)

Date: ..... 2014

日期：2014年.....月.....日

Hong Kong ad valorem stamp duty is payable by the transferee(s) if this form is completed.

填妥此表格後，承讓人須繳付香港從價印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。



# HKT Trust

(a trust constituted on 7 November 2011 under the laws of Hong Kong and managed by HKT Management Limited)

and

# HKT Limited

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 6823)

30 June 2014

Dear Qualifying Holder(s) of Share Staged Units:

**INTRODUCTION**

In accordance with the terms and conditions of this provisional allotment letter and those set out in the Prospectus and subject to the trust deed dated 7 November 2011 constituting the HKT Trust (as amended) and the amended and restated memorandum and articles of association of HKT, the Directors have provisionally allotted to you the number of Rights Share Staged Units of the HKT Trust as set out in the front page of this provisional allotment letter on the basis of 16 Rights Share Staged Units for every 1000 Existing Share Staged Units registered in your name in the Share Staged Units Register as at 5:00 p.m. on Friday, 27 June 2014. You holding of Existing Share Staged Units of the HKT Trust and HKT as at that date is set out in Box A on the front page of this provisional allotment letter and the number of Rights Share Staged Units provisionally allotted to you is set out in Box B on the front page of this provisional allotment letter. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Share Staged Units provisionally allotted to you at a price of HK\$6.84 per Rights Share Staged Unit payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Tuesday, 15 July 2014.

You may, subject to the section headed "Qualifying Holders of Share Staged Units and Non-Qualifying Holders of Share Staged Units" below, accept all or any number of the Rights Share Staged Units provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to renounce or transfer the remainder or to transfer your provision to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

**RIGHTS SHARE STAGED UNITS**

The Rights Share Staged Units, when allotted, issued and fully-paid, will rank *par passu* in all respects with the Share Staged Units then in issue such that holders of fully-paid Rights Share Staged Units will be entitled to receive all future distributions, the record dates of which are on or after the date of allotment and issue of the Rights Share Staged Units in their fully-paid form.

Subject to the granting of the listing of, and permission to deal in, the Rights Share Staged Units in their nil-paid and fully-paid forms on the Stock Exchange, as well as compliance with the stock admission requirements of HKSCC, the Rights Share Staged Units in their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Share Staged Units in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities after CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

**PROCEDURE FOR ACCEPTANCE AND PAYMENT**

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its right under the Rights Issue must satisfy himself/herself/its as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories. The attention of Holders of Share Staged Units with registered addresses in any of the Excluded Jurisdictions or holding Share Staged Units on behalf of persons with such addresses is drawn to the section below headed "Qualifying Holders of Share Staged Units and Non-Qualifying Holders of Share Staged Units".

Qualifying Holders of Share Staged Units who wish to take up their provisional allotment of Rights Share Staged Units in full, must lodge the whole of this provisional allotment letter at the designated branches of Standard Chartered Bank (Hong Kong) Limited or at the office of Computershare Hong Kong Investor Services Limited as mentioned below together with a remittance for the full amount payable on acceptance, as shown in Box C on the front page of this provisional allotment letter, so as to be received by not later than 4:00 p.m. on Tuesday, 15 July 2014 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashiers' orders must be issued by, a licensed bank in Hong Kong and made payable to **"HKT – RIGHTS ISSUE ACCOUNT"** and crossed **"Account Payee Only"**. Such payment will constitute acceptance of the provisional allotment on the terms of this provisional allotment letter and the Prospectus and subject to the trust deed dated 7 November 2011 constituting the HKT Trust (as amended) and the amended and restated memorandum and articles of association of HKT. No receipt will be given for such remittances. All enquiries in connection with this provisional allotment letter should be addressed to the Share Staged Units Registrar, Computershare Hong Kong Investor Services Limited (telephone number: (852) 2862 8648), at 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.

**Standard Chartered Bank (Hong Kong) Limited**

<b>Area</b> Hong Kong Island	<b>Branch Name</b> Quarry Bay Branch Tsimshatsui Branch Cheung Sha Wan Branch San Po Kong Branch Tuen Wan Branch Metropola Branch Maritime Square Branch	<b>Address</b> 86 Des Voeux Road Central, Central Q/F, Westlands Gardens, 1027 King's Road, Quarry Bay Q/F, 8A-10 Granville Road, Tsimshatsui 828 Cheung Sha Wan Road, Cheung Sha Wan Shop A, Q/F, Perfect Industrial Building, 31 Tai Yau Street, San Po Kong Shop A, Q/F & 1/F, Jade Plaza, 298 Sha Tsui Road, Tuen Wan Shop No. 175-176, Level 1, Metropola, 223 Hing Fong Road, Kwai Chung Shop 305E, Level 3, Maritime Square, Tsim Y
<b>Area</b> Hong Kong Island Kowloon	<b>Branch Name</b> Quarry Bay Branch Tsimshatsui Branch Cheung Sha Wan Branch San Po Kong Branch Tuen Wan Branch Metropola Branch Maritime Square Branch	<b>Address</b> 86 Des Voeux Road Central, Central Q/F, Westlands Gardens, 1027 King's Road, Quarry Bay Q/F, 8A-10 Granville Road, Tsimshatsui 828 Cheung Sha Wan Road, Cheung Sha Wan Shop A, Q/F, Perfect Industrial Building, 31 Tai Yau Street, San Po Kong Shop A, Q/F & 1/F, Jade Plaza, 298 Sha Tsui Road, Tuen Wan Shop No. 175-176, Level 1, Metropola, 223 Hing Fong Road, Kwai Chung Shop 305E, Level 3, Maritime Square, Tsim Y

**Opening hours from 2 July 2014 to 15 July 2014 (both days inclusive)**

Monday to Friday: 9:00 a.m. to 5:00 p.m.

Saturday: 9:00 a.m. to 1:00 p.m.

**Latest time for acceptance of and payment for Rights Share Staged Units (15 July 2014):** 4:00 p.m.

**Computershare Hong Kong Investor Services Limited**

<b>Area</b> Hong Kong Island Kowloon	<b>Branch Name</b> Quarry Bay Branch Tsimshatsui Branch Cheung Sha Wan Branch San Po Kong Branch Tuen Wan Branch Metropola Branch Maritime Square Branch	<b>Address</b> Shops 112-116, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai 3rd Floor, Futura Plaza, 111-113 How Ming Street, Kwun Tong, Kowloon
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**Opening hours from 2 July 2014 to 15 July 2014 (both days inclusive)**

Monday to Friday: 9:00 a.m. to 4:30 p.m.

**Latest time for acceptance of and payment for Rights Share Staged Units (15 July 2014):** 4:00 p.m.

It should be noted that, unless a provisional allotment letter, any completed, together with the appropriate remittance shown in Box C on the front page of this provisional allotment letter, has been received as described above by 4:00 p.m. on Tuesday, 15 July 2014 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of Bad Weather" below), whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The HKT Trust and HKT may (at their sole discretion) treat a provisional allotment letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

**SPLITTING**

If you wish to accept only part of your provisional allotment or transfer a part of your rights to subscribe for the Rights Share Staged Units provisionally allotted to you hereunder or to renounce or transfer all or part of your rights to more than one person, this original provisional allotment letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split provisional allotment letters required and the number of nil-paid Rights Share Staged Units to be comprised in each split provisional allotment letter (which, in aggregate, should be equal to the number of Rights Share Staged Units provisionally allotted to you as set out in Box B on the front page of this provisional allotment letter), by no later than 4:30 p.m. on Monday, 7 July 2014 or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of Bad Weather" below. The HKT Trust and HKT may (at their sole discretion) treat a provisional allotment letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

**TRANSFER**

If you wish to transfer all of your provisional allotment to another person you should complete and sign the "Form of Transfer and Nomination" (Form B) in this provisional allotment letter and hand the completed and signed provisional allotment letter to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the "Registration Application Form" (Form C) in this provisional allotment letter and lodge this provisional allotment letter together with a remittance for the full amount payable on acceptance with Standard Chartered Bank (Hong Kong) Limited or the Share Staged Units Registrar, Computershare Hong Kong Investor Services Limited, at the address given above by not later than 4:00 p.m. on Tuesday, 15 July 2014 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of Bad Weather" below).

It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Share Staged Units to the transferee(s) and the acceptance by the transferee(s) of such rights. The HKT Trust and HKT may (at their sole discretion) treat a provisional allotment letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

The HKT Trust and HKT reserve the right to refuse to register any transfer in favour of any person in respect of which the HKT Trust and HKT believe such transfer may violate applicable legal or regulatory requirements.

**EFFECT OF BAD WEATHER**

In the event of rain or snow, and payment for, the Rights Share Staged Units will not take place if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning; (i) in force in Hong Kong at any local time between 12:00 noon and no longer in force after 12:00 noon on Tuesday, 15 July 2014. Instead, the latest time for acceptance of the Rights Share Staged Units, and the payment in both instances, therefor, will be extended to 5:00 p.m. on the same Business Day; or (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Tuesday, 15 July 2014. Instead, the latest time for acceptance of the Rights Share Staged Units, and the payment in both instances, therefor, will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m. If the latest time for acceptance of, and payment for, the Rights Share Staged Units does not take place on Tuesday, 15 July 2014, the subsequent dates mentioned in this provisional allotment letter may be affected. The Trustee-Manager and HKT will notify the Holders of Share Staged Units by way of announcement(s) of any change to the expected timetable as soon as practicable.

**TERMINATION OF THE UNDERWRITING AGREEMENT**

It should be noted that the Underwriting Agreement grants the Joint Underwriters the right to terminate the Underwriting Agreement by written notice to the Trustee-Manager and HKT at any time prior to the Latest Time for Termination if:

- (a) any breach of any of the warranties or the undertakings given by the Trustee-Manager and HKT in the Underwriting Agreement comes to the knowledge of any of the Joint Underwriters, or there has been a breach on the part of the Trustee-Manager or HKT of any other provision of the Underwriting Agreement or there has come to the knowledge of any of the Joint Underwriters any matter has arisen which would reasonably be expected to give rise to such a breach or a claim in respect of such warranties or undertakings; or
  - (b) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or
  - (c) the Trustee-Manager and HKT are required to produce a supplementary Prospectus; or
  - (d) there is any change or prospective change in the condition, results of operations, prospects, management, business, shareholders' equity or in the financial or trading position of any member of the HKT Group which, in the sole opinion of the Joint Underwriters, is or may be materially adverse in the context of the Rights Issue; or
  - (e) permission to deal in and listing of all the Rights Share Staged Units (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or
  - (f) there has occurred, happened or come into effect any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
    - (i) any change in, or any event or series of events likely to result in any change (whether or not permanent) in local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the People's Republic of China, Hong Kong, the United States or the European Union (or any member thereof); or
    - (ii) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not terrorism has been declared), epidemic or pandemic disease or other natural disasters or other events of such nature as to affect the People's Republic of China, Hong Kong, the United States or the European Union (or any member thereof), or
    - (iii) the declaration of a banking moratorium by authorities in the People's Republic of China, Hong Kong, United States or the European Union (or any member thereof) occurring due to exceptional financial circumstances or otherwise; or
    - (iv) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the London Stock Exchange plc, the New York Stock Exchange, Inc. or NASDAQ, or any major disruption of any securities settlement or clearing services in Hong Kong; or
    - (v) any suspension of dealings in the Share Staged Units (other than pending publication of announcements in respect of the Rights Issue); or
    - (vi) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the HKT Group conducts or carries on business,
- the effect of which events or circumstances referred to in paragraph (f) above individually or in the aggregate (in the sole opinion of the Joint Underwriters) (1) is or would be materially adverse to, or prejudicially affects or would prejudicially affect, the HKT Group as a whole or its prospects or the Rights Issue or (2) makes or may make it inadvisable or inexpedient to proceed with the Rights Issue.

**CHEQUES AND CASHIER'S ORDERS**

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the HKT Trust and HKT. Any provisional allotment letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

**SHARE STAGED UNIT CERTIFICATES AND CHEQUES FOR THE RIGHTS ISSUE**

Subject to the fulfilment of the conditions of the Rights Issue and the Underwriting Agreement, certificates for fully-paid Rights Share Staged Units are expected to be posted on or around Thursday, 24 July 2014 to those Qualifying Holders of Share Staged Units who have accepted (and where applicable applied for, and paid for, the Rights Share Staged Units by ordinary mail at their own risk. Cheques for Non-Qualifying Holders of Share Staged Units in respect of the premium (if any) from the sale of their nil-paid Rights Share Staged Units are expected to be posted on or around Thursday, 24 July 2014 by ordinary mail to the applicants at their own risk.

**FRACTIONAL ENTITLEMENTS**

The HKT Trust and HKT will not provisionally allot fractions of Rights Share Staged Units in their nil-paid or fully-paid forms.

The aggregate of fractions of the Rights Share Staged Units, in nil-paid form, will be provisionally allotted to a nominee appointed by the HKT Trust and HKT, and if a premium (net of expenses) can be obtained, will be sold by the HKT Trust and HKT or their appointed nominee in nil-paid form on the Stock Exchange. The net proceeds of such sale will be retained by the HKT Trust and HKT for their own benefit.

**ODD LOT MATCHING SERVICES**

To alleviate difficulties in odd lots trading in the Share Staged Units which may arise as a result of the Rights Issue, the HKT Trust and HKT have appointed HSBC as Level 1 Odd Lot Matching Service to provide matching services to Holders of Share Staged Units who wish to top up or sell their odd lots of Share Staged Units during the period from 9:00 a.m. on Friday, 25 July 2014 to 4:00 p.m. on Friday, 15 August 2014 (both days inclusive). Holders of odd lots of Share Staged Units who wish to take advantage of this facility to either dispose of or top up their odd lots to board lots of Share Staged Units may contact, directly or through their broker, Mr. Hon Wah Chan of HSBC at Level 18, 1 Queen's Road Central, Central, Hong Kong (telephone: (852) 2822 1892 and facsimile: (852) 3409 1810) during such period.

Holders of odd lots of Share Staged Units should note that successful matching of the sale and purchase of odd lots of Share Staged Units is not guaranteed and that the odd lot of Share Staged Units matching is only done on a best effort basis by HSBC. Holders of Share Staged Units are recommended to consult their professional advisers if they are in doubt about the above facility.

**DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE PROSPECTUS**

This provisional allotment letter shall only be sent to the Qualifying Holders of Share Staged Units.

Distribution of this provisional allotment letter and the Prospectus into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession this provisional allotment letter or the Prospectus come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with such restrictions may constitute a breach of applicable law. The attention of Holders of Share Staged Units is drawn to the fact that the HKT Trust and HKT may (at their sole discretion) treat a provisional allotment letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

The Rights Issue Documents will not be registered under the applicable securities legislation of any jurisdiction other than Hong Kong.

**QUALIFYING HOLDERS OF SHARE STAGED UNITS AND NON-QUALIFYING HOLDERS OF SHARE STAGED UNITS**

To qualify for the Rights Issue and to accept the Rights Share Staged Units provisionally allotted under the provisional allotment letter, a Holder of Share Staged Units must have had his/her/its name registered in the Share Staged Units Register as at 5:00 p.m. on Friday, 27 June 2014 and not be a Non-Qualifying Holder of Share Staged Units.

The Non-Qualifying Holders of Share Staged Units are those Holders of Share Staged Units with registered addresses in or those Holders of Share Staged Units or Beneficial Owners who are otherwise known by the HKT Trust and HKT to be residents in any of the Excluded Jurisdictions, except for those Holder(s) of Share Staged Units who fulfil, to the satisfaction of the HKT Trust and HKT, the requirements of an applicable exemption described in the Prospectus in the section headed "Limited categories of persons in the Excluded Jurisdictions who may be able to take up their rights under the Rights Issue".

In respect of Non-Qualifying Holders of Share Staged Units whose addresses as shown in the Share Staged Units Register at 5:00 p.m. on the Record Date are in an Excluded Jurisdiction, arrangements will be made for the Rights Share Staged Units which would otherwise have been available to be taken up by those Non-Qualifying Holders of Share Staged Units to be sold in the manner in their nil-paid form and before dealings in the Rights Share Staged Units in their nil-paid form and the last day of such period is Thursday, 10 July 2014. If a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses, will be paid to such Non-Qualifying Holders of Share Staged Units *pro-rata* to their holdings of Share Staged Units held as at 5:00 p.m. on Friday, 27 June 2014, provided that the HKT Trust and HKT will retain individual proceeds amounts of less than HK\$100 for their own benefit.

In respect of Rights Share Staged Units which are not taken up by Qualifying Holders of Share Staged Units, if the Joint Underwriters are able to obtain, within three Business Days of the Latest Acceptance Date, a price for the Rights Share Staged Units which are not taken up by Qualifying Holders of Share Staged Units which exceeds the Rights Subscription Price and expenses of sale of those Rights Share Staged Units, those Rights Share Staged Units will be sold to subscribers and any amount exceeding the Rights Subscription Price and expenses of sale of those Rights Share Staged Units will be paid to such Qualifying Holders of Share Staged Units *pro-rata* to their elapsed provisional entitlements, provided that individual amounts of less than HK\$100 will be retained by the HKT Trust and HKT for their own benefit.

Any unredempted entitlement of Non-Qualifying Holders of Share Staged Units to the Rights Share Staged Units, together with any unredempted Rights Share Staged Units provisionally allotted but not accepted by the Qualifying Holders of Share Staged Units or otherwise subscribed for by transferees of nil-paid Rights Share Staged Units and any unredempted fractions of the Rights Share Staged Units (see the section headed "Fractional Entitlements" above) will not be made available for excess applications.

Receipt of this provisional allotment letter and/or the Prospectus does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, this provisional allotment letter and/or the Prospectus must be treated as set for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of this provisional allotment letter and/or the Prospectus should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Share Staged Units to any person in, into or from, any of the Excluded Jurisdictions. If a provisional allotment letter is received by any person in such territory, or by his/her/its agent or nominee, he/she/it must not seek to take up the rights referred to in the provisional allotment letter or transfer the provisional allotment letter unless the HKT Trust, HKT and the Joint Underwriters determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this provisional allotment letter or the Prospectus in, into or from any Excluded Jurisdiction (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in this provisional allotment letter or the Prospectus, the HKT Trust and HKT reserve the right to permit any Holder of Share Staged Units to take up his/her/its rights if the HKT Trust and HKT, in their absolute discretion, are satisfied that the transaction in question would not result in a contravention of any registration or other legal requirement in any jurisdiction.

**REPRESENTATIONS AND WARRANTIES**

By completing, signing and submitting this provisional allotment letter, each subscriber of Rights Share Staged Units being offered and sold outside the US hereby represents and warrants to the HKT Trust, HKT and the Joint Underwriters and to any person acting on their behalf, unless in their sole discretion the HKT Trust, HKT and the Joint Underwriters waive such requirement that:

- he/she/it was a Holder of Share Staged Units as at 5:00 p.m. on Friday, 27 June 2014, or he/she/it lawfully acquired or may lawfully acquire rights, directly or indirectly, from such a person;
- he/she/it may lawfully be taken up, sold, pledged, taken up, exercised, resold, renounced, delivered or otherwise transferred in or into the US, except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act;
- subject to certain exceptions, he/she/it is not a resident or located in the US or otherwise a "US Person" (as defined in Regulation S);
- subject to certain exceptions, he/she/it is not accepting an offer to acquire, take up or exercise rights or Rights Share Staged Units on a non-discretionary basis for a person who is currently or is resident or located in the US or Otherwise a "US Person" (as defined in Regulation S), at the time the instruction to accept was given;
- subject to certain exceptions, he/she/it is not taking up rights for the account of any person who is located in the US, unless:
  - (a) the instruction to purchase or take up the rights to acquire nil-paid Rights Share Staged Units or to subscribe for or accept Rights Share Staged Units was received from a person outside the US; and
  - (b) the person giving such instruction has consented that (i) it is the person giving such instruction and (ii) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the rights and/or the Rights Share Staged Units in an "offshore transaction" within the meaning of Regulation S;
- he/she/it is not acquiring the Rights Share Staged Units in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offered the Rights Share Staged Units by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring Rights Share Staged Units with a view to the offer, sale, transfer, delivery or distribution, directly or indirectly, of such rights or Rights Share Staged Units in the US; and
- he/she/it understands that neither the rights or Rights Share Staged Units have been or will be registered under the US Securities Act or with any securities regulatory authority of any state, territory, or possession of the US and the rights or Rights Share Staged Units are being distributed and offered outside the US in reliance on Regulation S. Consequently he/she/it understands the rights or Rights Share Staged Units may not be offered, sold, pledged, taken up, exercised, resold, renounced, delivered or otherwise transferred in or into the US, except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act.

Any person accepting and/or transferring this provisional allotment letter or requesting registration of the Rights Share Staged Units comprised therein represents and warrants to the HKT Trust and HKT, that except where proof or confirmation has been provided to the satisfaction of the HKT Trust and HKT that such person's use of this provisional allotment letter will not result in the contravention of any applicable legal requirement in any jurisdiction; (i) such person is not accepting and/or transferring this provisional allotment letter, or requesting registration of the relevant nil-paid Rights Share Staged Units or the fully-paid Rights Share Staged Units from within any of the Excluded Jurisdictions; (ii) such person is not in any of the Excluded Jurisdictions in any territory in which it is otherwise an offer to make or accept an offer to acquire the Rights Share Staged Units or to use this provisional allotment letter in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person resident in any of the Excluded Jurisdictions at the time the instruction to accept or renounce was given; and (iv) such person is not acquiring the Rights Share Staged Units with a view to the offer, sale, pledge, take up, exercise, renunciation, resale, transfer, delivery or distribution, directly or indirectly, of any of the Rights Share Staged Units into any of the Excluded Jurisdictions.

The HKT Trust and HKT may treat as invalid any acceptance or purported acceptance of the allotment of Rights Share Staged Units comprised in, or any transfer or purported transfer of, this provisional allotment letter if (i) it appears to the HKT Trust and HKT to have been executed in, or despatched from, any of the Excluded Jurisdictions and the acceptance may involve a breach of the laws of the relevant Excluded Jurisdiction or the acceptance is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it appears to the HKT Trust and HKT to have been executed in, or despatched from, any of the Excluded Jurisdictions and the acceptance may involve a breach of the laws of the relevant Excluded Jurisdiction or the acceptance is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it appears to the HKT Trust and HKT to have been executed in, or despatched from, any of the Excluded Jurisdictions and the acceptance may involve 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香港電訊信託

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(於開曼群島註冊成立的有限公司)

(股份代號：6823)

**供股股份合訂單位**  
供股股份合訂單位於配發、發行及繳足後，於各方面將與當時已發行之股份合訂單位享有同等權益，故該等繳足股款供股股份合訂單位持有人將有權收取有關記錄日期為供股派息及股息派發日期之股份合訂單位權派之利息及紅利，以及符合有關結算之過戶或納股規定後，未繳股款及繳足股款供股股份合訂單位將獲悉數派發或派發合資格派息及股息及派發及收取股份合訂單位權派之利息及紅利，以及符合有關結算之過戶或納股規定後，未繳股款及繳足股款供股股份合訂單位之股份均須依據不時生效之合資格派息及股息之派發、結算及收取。聯交所參與者之權利在何任何交易進行之交易時其後第二個交易日在中央結算系統內交收。所有在中央結算系統之活動均須依據不時生效之

渣打銀行(香港)有限公司

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合訂單位數目(兩者合共應相等於本擬定配額通知書首頁乙欄所載列擬定配額)閣下的供股股份合訂單位數目的信件，在不遲於2014年7月7日(星期一)下午4時30分交回及遞交至股份合訂單位過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)，以

亞齊天氣之影響

供股之股份合訂單位證書及支票

代表董事會  
香港電訊管理有限公司  
與  
香港電訊有限公司  
集團董事總經理  
艾維明  
謹啟