EXECUTION COPY

FACILITY AGREEMENT

dated August 19 2010

for

KOREA NATIONAL OIL CORPORATION
as Borrower

with

Woori Bank
acting as Lender

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THIS AGREEMENT is dated August 19 2010 and made between:

(1) **KOREA NATIONAL OIL CORPORATION**, a corporation organised and existing under the laws of Korea with its registered head office at 1588-14, Gwanyang-dong, Anyang, Gyeonggi-do, Korea (the "**Borrower**"); and

(2) **WOORI BANK** as lender (the "**Lender**").

IT IS AGREED as follows:

SECTION 1

INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agreed Form**" means, in relation to a document, that is in form and substance satisfactory to the Lender (acting reasonably).

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Availability Period**" means the period from and including the date of this Agreement to and including the date which is the earlier of:

(a) the date which is 6 months after the Offer Document is posted, if, by that date, the Borrower has not become entitled to initiate the compulsory acquisition procedures set out in sections 979 to 982 of the Companies Act 2006 in respect of those Target Shares not acquired pursuant to the Offer;

(b) the date which falls seven weeks after the date on which:

(i) all of the Convertible Bonds have converted to Ordinary Shares or have been redeemed; and

(ii) the Borrower becomes entitled to initiate the compulsory acquisition procedures in sections 979 to 982 of the Companies Act 2006 in respect of those Target Shares not acquired pursuant to the Offer;

(c) 14 days after the Offer is closed; and

(d) the date on which the Offer lapses or is withdrawn.

"**Available Commitment**" means the Lender's Commitment.

"**Bankruptcy Law**" means:

(a) in relation to an entity incorporated or organised under the laws of Korea, the Debtor Rehabilitation and Bankruptcy Act of Korea; and

(b) in all other cases, any domestic or foreign law relating to bankruptcy, judicial management, moratorium, insolvency, reorganisation, administration or relief of debtors in effect in any jurisdiction.

"**Base CDs**" means 91 day KRW negotiable certificates of time deposit issued by banks in Korea.

"**Base Currency**" means KRW.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Seoul.

"**CD Rate**" means, in relation to any amount and any period relating thereto, the rate per annum equal to the Final Quotation Yield as at the Quotation Day for such period.

"**CD Reference Lender**" means the head office of each of Kookmin Bank, Woori Bank and Shinhan Bank, or such other banks as may be agreed by the Lender and the Borrower (each acting reasonably).

"**Certain Funds Default**" means an Event of Default arising under or in connection with:

(a) Clause 21.1 (*Non-payment*);

(b) Clause 21.2 (*Other obligations*) as it relates to:

(i) Clause 20.3 (*The Offer*);

(c) Clause 21.3 (*Misrepresentation*) as it relates to:

(i) Clause 17.1 (*Status*);

(ii) Clause 17.2 (*Binding obligations*);

(iii) Clause 17.3 (*Non-conflict with other obligations*);

(iv) Clause 17.4 (*Power and authority*); or

(v) Clause 17.5 (*Validity and admissibility in evidence*),

in each case as it relates to the Borrower;

(d) Clause 21.4 (*Insolvency*) or Clause 21.5 (*Insolvency proceedings*); or

(e) Clause 21.7 (*Unlawfulness*) or Clause 21.8 (*Repudiation*).

"**Code**" means the City Code on Takeovers and Mergers.

"**Commitment**" means KRW 700,000,000,000, to the extent not cancelled, reduced or transferred by the Lender under this Agreement.

"**Confidential Information**" means all information relating to the Borrower, the Finance Documents or the Facility of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facility from the Borrower or any of its advisers in whatever form, and includes information given orally and any

document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(a) is or becomes public information other than as a direct or indirect result of any breach by the Lender of Clause 32 (*Confidentiality*); or

(b) is identified in writing at the time of delivery as non-confidential by the Borrower or any of its advisers; or

(c) is known by the Lender before the date the information is disclosed to it by the Borrower or any of its advisers or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Borrower and which, in either case, as far as the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Lender.

"**Convertible Bonds**" means the convertible bonds issued by a Subsidiary of the Target that are convertible into ordinary shares in the capital of the Target.

"**Credit Guarantee Fund Contributions**" means the fund contributions to be made to each of the Korea Credit Guarantee Fund, Korea Technology Credit Guarantee Fund and Korean Federation of Credit Guarantee Foundations pursuant to Korea Credit Guarantee Fund Law (*Sinyong Bojeung Kigum Bub*), Korea Technology Credit Guarantee Fund Law (*Kisul Sinyong Bojeung Kigum Bub*) and Regional Credit Guarantee Foundation Law (*Jiyeok Sinyong Bojeung Jaedan Bub*), respectively.

"**Credit Guarantee Fund Contributions Ratio**" means the aggregate of the percentages of fund contributions required to be made to each of the Korea Credit Guarantee Fund, Korea Technology Credit Guarantee Fund and Korean Federation of Credit Guarantee Foundations as set forth in the Korea Credit Guarantee Fund Law (*Sinyong Bojeung Kigum Bub*), Korea Technology Credit Guarantee Fund Law (*Kisul Sinyong Bojeung Kigum Bub*) and Regional Credit Guarantee Foundation Law (*Jiyeok Sinyong Bojeung Jaedan Bub*), respectively.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Event of Default**" means any event or circumstance specified as such in Clause 21 (*Events of Default*).

"**Facility**" means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"**Facility Office**" means the office or offices notified by the Lender to the Borrower in writing as the office or offices through which it will perform its obligations under this Agreement.

"**Final Quotation Yield**" means, in relation to any day, the final quotation yield rate for Base CDs as published by the Korea Financial Investment Association (or its successor) at or about 3.30 p.m. on such day as determined by the Lender or, if such final quotation yield rate is not available on such day, the final quotation yield rate for Base CDs as at such day as determined by reference to such other publicly available service for displaying the rate for Base CDs as may be agreed upon by the Lender and the Borrower or, in the absence of such agreement, the "Final Quotation Yield" for the purposes of the foregoing definition shall instead be the arithmetic mean of the rates (rounded upwards to four decimal places) per annum notified to the Lender by each CD Reference Lender as the rate quoted by such CD Reference Lender to leading Korean banks for deposits in KRW at or about 10:00 a.m. (Seoul time) one (1) Business Day prior to the beginning of such Interest Period in the Korean interbank market for delivery on the first day of such Interest Period for the number of days comprised therein and in an amount comparable to the amount of the Loan to be outstanding during such Interest Period.

"**Finance Document**" means this Agreement and any other document designated as such by the Lender and the Borrower.

"**GAAP**" means generally accepted accounting principles, standards and practices in Korea.

"**Group**" means the Borrower and its Subsidiaries.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**Interest Period**" means, in relation to the Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"**Korea**" means the Republic of Korea.

"**KRW**" means the lawful currency of Korea.

"**LMA**" means the Loan Market Association.

"**Loan**" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"**Margin**" means 1.17 per cent. per annum; provided that, if the Borrower states in the Utilisation Request that Credit Guarantee Fund Contributions will not be required and the Lender does not provide a written objection to such statement by the second Business Day prior to the Utilisation Date, "Margin" shall be reduced to 1.17 per cent. minus the Credit Guarantee Fund Contributions Ratio per annum.

"**Material Adverse Effect**" means a material adverse effect on or material adverse change in:

(a) the business or financial condition of the Group taken as a whole;

(b) the ability of the Borrower to perform its payment obligations under any Finance Document; or

(c) the validity or enforceability of any Finance Document.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period.

"**Offer**" means the offer made or proposed to be made by or on behalf of the Borrower for the Target Shares substantially on the terms and conditions set out in the Press Release, as that offer may from time to time be amended, extended, revised or waived in accordance with this Agreement.

"**Offer Costs**" means all costs, fees and expenses (and Taxes on them) and all stamp duty, stamp duty land tax, registration and other similar Taxes incurred by or on behalf of the Borrower in connection with the Offer, the Finance Documents, the Offer Documents or the financing of the Offer.

"**Offer Document**" means the offer document to be posted by the Borrower to holders of Target Shares of the Target containing the Offer.

"**Offer Documents**" means the Offer Document, the Press Release and any other document issued by or on behalf of the Borrower to holders of Target Shares in relation to the Offer.

"**Offer Loan**" means any Loan to be made solely for the purposes specified in paragraphs (a)–(d) of Clause 3.1 (*Purpose*).

"**Ordinary Shares**" means the issued ordinary shares in the capital of the Target.

"**Original Financial Statements**" means the audited unconsolidated financial statements of the Group for the financial year ended on December 31, 2009.

"**Panel**" means the Panel on Takeovers and Mergers.

"**Party**" means a party to this Agreement.

"**Press Release**" means the press release in the Agreed Form to be issued by or on behalf of the Borrower announcing the terms and conditions of the Offer.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined two Business Days before the first day of that period, unless market practice differs in the Relevant Interbank Market for a currency, in which case the Quotation Day for that currency will be determined by the Lender in accordance with market practice in the Relevant Interbank Market (and if quotations for that currency and period would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

"**Receiving Bank**" means the receiving bank appointed by the Borrower for the purposes of the Offer.

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Interbank Market**" means the London interbank market.

"**Repeating Representations**" means each of the representations set out in Clauses 17.1 (*Status*) to 17.4 (*Power and authority*), 17.6 (*Governing law and enforcement*) and paragraph (a) of Clause 17.7 (*No default*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Subsidiary**" means in relation to any company or corporation, a company or corporation;

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation;

and for this purpose, a company or corporation shall be treated as being controlled by another in that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Target**" means Dana Petroleum plc (company registration number 3456891).

"**Target Shares**" means all of the Ordinary Shares and the Convertible Bonds (including any Ordinary Shares and Convertible Bonds issued while the Offer remains open for acceptance).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Termination Date**" means the date which is 3 months after the Utilisation Date or, if a written notice for extension is given by the Borrower to the Lender by no later than 1 week before such date, the date which is 6 months after the Utilisation Date.

"**Unconditional Date**" means the date on which the Offer is declared or becomes unconditional in all respects.

"**Unpaid Sum**" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"**Utilisation**" means a utilisation of the Facility.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) the "**Lender**", the "**Borrower**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other agreement or instrument;

(iv) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(v) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(vi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, which is

generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(vii) a provision of law is a reference to that provision as amended or re-enacted; and

(viii) a time of day is a reference to Seoul time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) A Default or an Event of Default is "**continuing**" if it has not been remedied or waived.

SECTION 2

THE FACILITY

2. THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a KRW term loan facility in an amount equal to the Commitment.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards financing or refinancing:

(a) the consideration payable by the Borrower in respect of the Target Shares to which the Offer relates;

(b) the consideration payable by the Borrower in respect of the Target Shares acquired by it as a result of its implementing the compulsory acquisition procedures set out in sections 979 to 982 of the Companies Act 2006;

(c) the consideration payable by the Borrower to holders of options to acquire Target Shares in the Target pursuant to any proposal by it in respect of those options as required by the Code; and/or

(d) Offer Costs.

3.2 Monitoring

The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

The Borrower may not deliver a Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Lender. The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 Further conditions precedent

Subject to Clause 4.4 (*Offer loans during the Availability Period*), the Lender will only be obliged to comply with Clause 5.4 (*Availability of Loans*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Loan; and

(b) the Repeating Representations to be made by the Borrower are true in all material respects.

4.3 **Maximum number of Loans**

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than one (1) Loan would be outstanding.

4.4 **Offer Loans during the Availability Period**

During the Availability Period, unless a Certain Funds Default is continuing or would result from the proposed Offer Loan, the Lender shall not:

(a) invoke any condition set out in Clause 4.2 (*Further conditions precedent*) as a ground for refusing to make the Offer Loan;

(b) exercise any right, power or discretion to terminate or cancel the obligation to make the Offer Loan, other than Clause 7.1 (*Illegality*);

(c) waive or exercise any right of rescission or similar right or remedy which it or they may have in respect of this Agreement in respect of the Offer Loan;

(d) take any step under Clause 21.9 (*Acceleration*) in respect of any Offer Loan or that part of the Commitment which may be used by way of the Offer Loan; or

(e) exercise any right of set-off or counterclaim in respect of the Offer Loan.

However, as soon as the Availability Period ends, all those rights, remedies and entitlements shall be available even though they have not been exercised or available during the Availability Period.

SECTION 3

UTILISATION

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than 10:00 a.m. three Business Days before the Utilisation Date.

5.2 Completion of a Utilisation Request

(a) The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) the proposed Utilisation Date is a Business Day within the Availability Period;

(ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);

(iii) the proposed Interest Period complies with Clause 9 (*Interest Periods*); and

(iv) it specifies the account and bank to which the proceeds of the Utilisation are to be credited.

(b) Only one Utilisation Request may be completed and delivered in connection with the Facility.

5.3 Currency and amount

(a) The currency specified in Utilisation Request must be KRW.

(b) The amount of the proposed Loan must be an amount which is equal to or less than the Lender's Commitment.

5.4 Availability of Loans

If the conditions set out in this Agreement have been met, the Lender shall make the Loan available by the Utilisation Date through its Facility Office.

5.5 Cancellation of Commitment

The Commitment which, at that time, is not utilised shall be immediately cancelled at the end of the Availability Period.

SECTION 4

REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment of Loans

The Borrower shall repay the Loan on the Termination Date.

6.2 Reborrowing

The Borrower may not reborrow any part of the Facility which is repaid.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

If it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Loan:

(a) the Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon the Lender notifying the Borrower, the Commitment will be immediately cancelled; and

(c) the Borrower shall repay the Loan on the last day of the Interest Period for the Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Voluntary cancellation

The Borrower may, if it gives the Lender not less than 5 Business Days' prior notice, cancel the whole or any part (being a minimum amount of KRW 10,000,000,000) of the Available Commitment.

7.3 Voluntary prepayment of Loan

The Borrower may, if it gives the Lender not less than 5 Business Days' prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of KRW 10,000,000,000).

7.4 Restrictions

(a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and without premium or penalty.

(c) The Borrower may not reborrow any part of the Facility which is prepaid.

(d) The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitment except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

(f) If all or part of the Loan under the Facility is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (Further conditions precedent)), an amount of the Commitment (equal to the amount of the Loan which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

SECTION 5

COSTS OF UTILISATION

8. INTEREST

8.1 Calculation of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) CD Rate.

8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

8.3 Default interest

If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate of 17 per cent per annum. Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Lender.

8.4 Notification of rates of interest

The Lender shall promptly notify the Borrower of the determination of a rate of interest under this Agreement.

9. INTEREST PERIODS

9.1 Interest Periods

(a) The Interest Period for the Loan will be one Month.

(b) An Interest Period for the Loan shall not extend beyond the Termination Date.

(c) Each Interest Period for the Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10. CHANGES TO THE CALCULATION OF INTEREST

10.1 Market disruption

(a) If a Market Disruption Event occurs in relation to the Loan for any Interest Period, then the rate of interest on the Loan for the Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Borrower by the Lender as soon as practicable and in any event by close of business on the date falling 10 Business Days after the Quotation Day (or, if earlier, on the date falling 5 Business Days prior to the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the Lender of funding the Loan from whatever source it may reasonably select.

(b) In this Agreement "**Market Disruption Event**" means:

(i) at or about noon on the Quotation Day for the relevant Interest Period, the CD Rate is not capable of being determined in accordance with the definition of CD Rate or is zero or negative; or

(ii) before close of business in Seoul on the Quotation Day for the relevant Interest Period, the Borrower receives notification from the Lender that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of the CD Rate.

10.2 **Alternative basis of interest or funding**

(a) If a Market Disruption Event occurs and the Lender or the Borrower so requires, the Lender and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.

(b) Any alternative basis agreed pursuant to paragraph (a) above shall, with the prior consent of the Lender and the Borrower, be binding on all Parties.

11. FEES

The Borrower shall not be liable to pay to the Lender any fees (including without limitation commitment fees and arrangement fees) in connection with this Agreement.

SECTION 6

ADDITIONAL PAYMENT OBLIGATIONS

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

In this Agreement:

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"**Tax Payment**" means either the increase in a payment made by the Borrower to the Lender under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

Unless a contrary indication appears, in this Clause 12 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

(a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to the Lender.

(c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from that Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If the Borrower is required to make a Tax Deduction, that Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

(a) If the Lender is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document, then the Borrower shall (within three Business Days of demand by the Lender) pay to the Lender an amount equal to the loss, liability or cost which the Lender determines will be or has been (directly or indirectly) suffered for or on account of Tax by it in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on the Lender:

(A) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

(ii) to the extent a loss, liability or cost is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*).

(c) If the Lender makes, or intends to make, a claim under paragraph (a) above, it shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

12.4 **Tax Credit**

If the Borrower makes a Tax Payment and the Lender determines that:

(a) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part, or to that Tax Payment; and

(b) the Lender has obtained, utilised and retained that Tax Credit,

the Lender shall pay an amount to the Borrower which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

12.5 **Stamp taxes**

The Borrower shall pay and, within three Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.6 **VAT**

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Lender which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Lender to any Party under a Finance Document, that Party shall pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and the Lender shall promptly provide an appropriate VAT invoice to such Party).

(b) If VAT is or becomes chargeable on any supply made by the Lender to any Party in connection with a Finance Document, that Party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT.

(c) Where a Finance Document requires any Party to reimburse or indemnify the Lender for any cost or expense, that Party shall reimburse or indemnify (as the case may be) the Lender for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Lender reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Clause 12.6 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

13. INCREASED COSTS

13.1 Increased costs

(a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Lender, pay the Lender the amount of any Increased Costs incurred by the Lender as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement.

(b) In this Agreement "**Increased Costs**" means:

(i) a reduction in the rate of return from the Facility or on the Lender's overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender to the extent that it is attributable to the Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased cost claims

(a) If the Lender intends to make a claim pursuant to Clause 13.1 (*Increased costs*) it shall notify the Borrower of the event giving rise to the claim.

(b) The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs.

13.3 Exceptions

(a) Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law;

(ii) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax indemnity*) applied);

(iii) attributable to the wilful breach by the Lender or its Affiliates of any law or regulation; or

(iv) attributable to the implementation or application of or compliance with the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework"

published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Lender or any of its Affiliates).

(b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 12.1 (*Definitions*).

14. INDEMNITIES

14.1 Currency indemnity

(a) If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Borrower;

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Borrower shall as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other indemnities

The Borrower shall, within three Business Days of demand, indemnify the Lender against any cost, loss or liability incurred by the Lender as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by the Borrower to pay any amount due under a Finance Document on its due date;

(c) funding, or making arrangements to fund, the Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or

(d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

14.3 Indemnity to the Lender

The Borrower shall promptly indemnify the Lender against any cost, loss or liability incurred by the Lender (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is a Default; or

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.

14.4 **Transaction undertaking to pay**

(a) The Borrower undertakes to pay the Lender within three Business Days of demand an amount equal to any liability, damages, loss, cost or expense (including legal fees, costs and expenses) incurred by or awarded against the Lender or any of its Affiliates or any of its (or its Affiliates') directors, officers, employees or agents (each a "**Relevant Party**") arising out of, in connection with or based on any actual or potential action, claim, suit, investigation or proceeding arising out of, in connection with or based on:

(i) the Offer (whether or not made);

(ii) any Relevant Party financing or refinancing, or agreeing to finance or refinance the Offer; or

(iii) the use of proceeds of the Loan,

except to the extent such liability, damages, loss, cost or expense incurred or awarded results from any breach by the Lender of a Finance Document which is finally judicially determined to have resulted directly from the gross negligence or wilful misconduct of that Relevant Party.

(b) The Borrower undertakes to pay the Lender, within three Business Days of demand, an amount equal to any reasonable cost or expense (including reasonable legal fees, costs and expenses) incurred by any Relevant Party in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation or proceeding arising out of, in connection with or based on any of the above, whether or not pending or threatened and whether or not any Relevant Party is a party.

(c) The Lender shall not have any duty or obligation, whether as fiduciary for any Relevant Party or otherwise, to recover any payment made or required to be made under paragraph (a).

(d) The Borrower agrees that no Relevant Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Borrower or any of its Affiliates for or in connection with anything referred to in paragraph (a) above except for any such liability, damages, loss, cost or expense incurred by the Borrower that results directly from any breach by that Relevant Party of any Finance Document which is in each case finally judicially determined to have resulted directly from the gross negligence or wilful misconduct of that Relevant Party.

Notwithstanding paragraph (d) above, no Relevant Party shall be responsible or have any liability to the Borrower or any of its Affiliates or anyone else for consequential losses or damages.

15. MITIGATION BY THE LENDER

15.1 **Mitigation**

(a) The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax gross-up and*

indemnities) or Clause 13 (*Increased costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 **Limitation of liability**

(a) The Borrower shall promptly indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under Clause 15.1 (*Mitigation*).

(b) The Lender is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in its opinion (acting reasonably), to do so might be prejudicial to it.

16. COSTS AND EXPENSES

16.1 **Transaction expenses**

The Borrower shall promptly on demand pay the Lender the amount of all reasonable and documented costs and expenses (including reasonable and documented legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of:

(a) this Agreement and any other documents referred to in this Agreement; and

(b) any other Finance Documents executed after the date of this Agreement.

16.2 **Amendment costs**

If (a) the Borrower requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 25.8 (*Change of currency*), the Borrower shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 **Enforcement costs**

The Borrower shall, within three Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

SECTION 7

REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

17. REPRESENTATIONS

The Borrower makes the representations and warranties set out in this Clause 17 to the Lender on the date of this Agreement.

17.1 Status

It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

17.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*), legal, valid, binding and enforceable obligations.

17.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

(a) any law or regulation applicable to the extent such conflict would have a Material Adverse Effect;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets, breach of which would have a Material Adverse Effect.

17.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

17.5 Validity and admissibility in evidence

All Authorisations required:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and

(b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect (or will be when required).

17.6 No default

(a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which would reasonably be expected to have a Material Adverse Effect.

17.7 **Pari passu ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

17.8 **Repetition**

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of the Utilisation Request and the first day of each Interest Period.

18. INFORMATION UNDERTAKINGS

The undertakings in this Clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 **Financial statements**

The Borrower shall supply to the Lender, as soon as the same become available, but in any event within 150 days after the end of each of its financial years, its audited unconsolidated financial statements for that financial year.

18.2 **Information: miscellaneous**

The Borrower shall supply to the Lender:

(a) all material documents dispatched by the Borrower to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, or threatened in writing against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect; and

(c) promptly, such further information regarding the financial condition, business and operations of any member of the Group as the Lender may reasonably request, in writing, subject to applicable law and confidentiality obligations.

18.3 **Notification of default**

The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

19. FINANCIAL COVENANTS

There are none.

20. GENERAL UNDERTAKINGS

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 Authorisations

The Borrower shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Lender of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

20.2 Compliance with laws

The Borrower shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

20.3 The Offer

(a) The Borrower shall:

(i) issue the Press Release within 2 Business Days after the date of this Agreement;

(ii) post the Offer Document to holders of Target Shares within 28 days after the date on which the Press Release is issued;

(iii) ensure that the Press Release and Offer Document and any other documents relating to the Offer provided to the Lender contain all the material terms and conditions of the Offer; and

(iv) ensure that the Offer Document corresponds in all material respects to the terms and conditions of the Offer as contained in the Press Release.

(b) The Borrower shall not without the consent of the Lender:

(i) extend any closing date for acceptance of the Offer, if a Default is continuing;

(ii) amend or vary, in whole or in part, any material term or condition of the Offer in any respect; or

(iii) issue or make, or allow to be issued or made, any press release or other publicity which refers to any Facility, any Finance Document or any Finance Party unless the publicity is required by any law or regulation, the Code, the Panel or any stock exchange.

(c) The Borrower shall comply with the Code (subject to any waivers granted by the Panel), the Financial Services and Markets Act 2000, the Companies Act 2006, and all other applicable laws and regulations material in the context of the Offer.

(d) The Borrower shall promptly supply to the Lender:

(i) copies of all material documents, certificates, notices or announcements received or issued by it (or on its behalf) in relation to the Offer;

(ii) details of the date of purchase, price and number of all Target Shares purchased by the Borrower other than pursuant to the Offer; and

(iii) such further information relating to the Offer as the Lender may reasonably request.

(e) The Borrower shall keep the Lender informed as to the status and progress of the Offer and, in particular, will from time to time and promptly upon request give to the Lender details of the current level of acceptances of the Offer.

(f) If the Borrower becomes aware of a circumstance or event which, if not waived, would entitle the Borrower (with the Panel's consent, if needed) to lapse the Offer, it shall promptly notify the Lender.

20.4 **Compulsory acquisition procedures**

If the Borrower becomes entitled to initiate the procedures set out in sections 979 to 982 of the Companies Act 2006 it shall:

(a) give notices under section 979 of the Companies Act 2006 promptly and in any event within seven days after the date on which:

(i) all of the Convertible Bonds have converted to Ordinary Shares or have been redeemed; and

(ii) the Borrower has become entitled to initiate the procedures set out in sections 979 to 982 of the Companies Act 2006; and

(b) use all reasonable endeavours to acquire 100 per cent. of the Target Shares to which the Offer relates and in a case where the Target Shares to which the Offer relates are voting shares, 100 per cent. of the voting rights carried by those Target Shares within six weeks of the date on which those notices were given.

20.5 **Convertible Bonds**

The Borrower shall procure that the Target uses its reasonable endeavours to redeem the Convertible Bonds as soon as practicable after it has become entitled to do so.

21. EVENTS OF DEFAULT

Each of the events or circumstances set out in Clause 21 is an Event of Default (save for Clause 21.9 (*Acceleration*)).

21.1 **Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) administrative or technical error; or

(ii) a Disruption Event; and

(b) payment is made within 7 Business Days of its due date.

21.2 **Other obligations**

(a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 21.1 (*Non-payment*).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the earlier of (A) the Lender giving notice to the Borrower and (B) the Borrower becoming aware of the failure to comply.

21.3 **Misrepresentation**

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made unless the facts or circumstances underlying the misrepresentation are capable of remedy and are remedied within 15 Business Days of the earlier of (A) Lender giving notice to the Borrower and (B) the Borrower becoming aware of the misrepresentation.

21.4 **Insolvency**

The Borrower is, or is deemed to be or is declared for the purpose of the Bankruptcy Law to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness and any corporate action, legal proceedings or other procedure or step is taken in relation to the following:

(a) the value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities); or

(b) a moratorium is declared in respect of any indebtedness of the Borrower.

21.5 **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;

(b) a composition, compromise, assignment or arrangement with any creditor of the Borrower;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower;

or any analogous procedure or step is taken in any jurisdiction.

This Clause 21.5 shall not apply to any such corporate action, legal proceedings or other procedures set forth above which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

21.6 **Creditors' process**

Any expropriation, attachment (excluding provisional attachments), sequestration, distress or execution affects any asset or assets of the Borrower having an aggregate value of KRW 50,000,000,000 and is not discharged within 30 Business Days.

21.7 **Unlawfulness**

It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents, provided that, this Clause 21.7 shall not apply in the case that such unlawfulness does not have a material adverse effect on the Lender's rights and remedies under the relevant Finance Documents.

21.8 **Repudiation**

The Borrower repudiates a Finance Document or purports to repudiate a Finance Document.

21.9 **Acceleration**

Subject to Clause 4.4 (*Offer Loans during the Availability Period*), on and at any time after the occurrence of an Event of Default the Lender may, by notice to the Borrower:

(a) cancel the Commitment whereupon it shall immediately be cancelled;

(b) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or

(c) declare that all or part of the Loan be payable on demand, whereupon they shall immediately become payable on demand by the Lender.

SECTION 8

CHANGES TO PARTIES

22. CHANGES TO THE LENDER

22.1 Assignments and transfers by the Lender

Subject to this Clause 22, the Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

22.2 Conditions of assignment or transfer

(a) The prior written consent of the Borrower is required for any assignment or transfer by the Existing Lender.

(b) If:

(i) the Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or the Lender acting through its new Facility Office under Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased Costs*),

then the New Lender or the Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or the Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

23. CHANGES TO THE BORROWER

The Borrower shall not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

SECTION 9

THE LENDER

24. CONDUCT OF BUSINESS BY THE LENDER

No provision of this Agreement will:

(a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

SECTION 10

ADMINISTRATION

25. PAYMENT MECHANICS

25.1 Payments to the Lender

(a) On each date on which the Borrower is required to make a payment under a Finance Document, the Borrower shall make the same available to the Lender for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account with such bank as the Lender may notify to the Borrower by not less than five Business Days' notice.

25.2 Payments by the Lender

(a) On each date on which the Lender is required to make a payment under a Finance Document, the Lender shall make the same available to the Borrower for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account with such bank as the Borrower may notify to the Lender in the relevant Utilisation Request.

25.3 Distributions to the Borrower

The Lender may (with the consent of the Borrower or in accordance with Clause 26 (*Set-off*)) apply any amount payable by it to the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

25.4 Partial payments

(a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Lender shall apply that payment towards the obligations of the Borrower under the Finance Documents in any order selected by the Lender.

(b) Paragraph (a) above will override any appropriation made by the Borrower.

25.5 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

25.6 Business Days

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or an Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

25.7 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from the Borrower under any Finance Document.

(b) A repayment of the Loan or Unpaid Sum or a part of the Loan or Unpaid Sum shall be made in the currency in which the Loan or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in KRW.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

25.8 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

26. SET-OFF

The Lender may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

27. NOTICES

27.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

27.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified with its name below, or any substitute address or fax number or department or officer as the Party may notify to the other Parties by not less than five Business Days' notice.

27.3 **Delivery**

(a) Any communication or document made or delivered by the Lender to another Party under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 27.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

(c) Any communication or document made or delivered to the Borrower in accordance with this Clause 27.2 will be deemed to have been made or delivered to the Borrower.

27.4 **English language**

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

28. CALCULATIONS AND CERTIFICATES

28.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.

28.2 **Certificates and Determinations**

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

28.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

29. **PARTIAL INVALIDITY**

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

30. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

31. **AMENDMENTS AND WAIVERS**

No term of any of the Finance Documents may be amended or waived without the prior consent of the Lender and the Borrower and any such amendment or waiver will be binding on all Parties.

32. **CONFIDENTIALITY**

32.1 **Confidential Information**

The Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 32.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

32.2 **Disclosure of Confidential Information**

The Lender may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as the Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by the Lender or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party; or

(viii) with the consent of the Borrower;

in each case, such Confidential Information as the Lender shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and b(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information

may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender, it is not practicable so to do in the circumstances;

(c) to any person appointed by the Lender or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender.

32.3 **Entire agreement**

This Clause 32 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

32.4 **Inside information**

The Lender acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

32.5 **Notification of disclosure**

The Lender agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 32.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 32 (*Confidentiality*).

32.6 **Continuing obligations**

The obligations in this Clause 32 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on the Lender for a period of twelve months from the earlier of:

(a) the date on which all amounts payable by the Borrower under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which the Lender otherwise ceases to be the Lender.

33. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

SECTION 11

GOVERNING LAW AND ENFORCEMENT

34. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Korean law.

35. ENFORCEMENT

35.1 Jurisdiction

(a) The Seoul Central District Court has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

(b) The Parties agree that the Seoul Central District Court is the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

CONDITIONS PRECEDENT

1. **Borrower**

(a) A copy of the commercial registry extract of the Borrower.

(b) A copy of the constitutional documents of the Borrower.

(c) A copy of a resolution of the board of directors of the Borrower:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (c) above.

(e) A certificate of the Borrower (signed by a director or authorised signatory) confirming that borrowing or guaranteeing, as appropriate, the Commitment would not cause any borrowing, guaranteeing or similar limit binding on the Borrower to be exceeded.

(f) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **Legal opinions**

A legal opinion of the legal advisers to the Borrower in Korea, substantially in the form agreed by the Lender prior to signing this Agreement.

3. **Offer Information**

(a) A certified copy of the Press Release.

(b) A certified copy of the Offer Document.

(c) A certified copy of the announcement that the Offer has become or has been declared wholly unconditional.

(d) A certificate of the Borrower (signed by a director or authorised signatory) confirming that all regulatory and/or competition Authorisations necessary in connection with the Offer have been obtained and attaching a copy of each such Authorisation.

4. **Other documents and evidence**

(a) The Original Financial Statements of the Borrower.

(b) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

SCHEDULE 2

UTILISATION REQUEST

From: Korea National Oil Corporation

To: Woori Bank

Dated:

Dear Sirs

Korea National Oil Corporation - Facility Agreement dated [_____] (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[_____] (or, if that is not a Business Day, the next Business Day)
Amount:	[_____] or, if less, the Available Commitment
Interest Period:	one month

3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4. [We confirm that Credit Guarantee Fund Contributions will not be required.][1]

5. The proceeds of this Loan should be credited to [account].

6. This Utilisation Request is irrevocable.

Yours faithfully

.....

authorised signatory for
Korea National Oil Corporation

[1] Delete if it is not applicable.

The Borrower

Address: 1588-14 Gwangyang-dong, Dongan-gu, Anyang, Gyeonggi-do, Korea 431-711

Fax No: +82-31-387-9324

Attention: Finance Team, Finance Management Department

By:

The Lender

Address: 203, Hoehyeon-dong 1-ga, Jung-gu, Seoul, Korea 100-792

Fax No: +82-2-2002-5739

Attention: Yoon-Seok Moon, General Manager, Head Office operation team, Investment Banking Division

By:

The Borrower

Address: 1588-14 Gwangyang-dong, Dongan-gu, Anyang, Gyeonggi-do, Korea 431-711

Fax No: +82-31-387-9324

Attention: Finance Team, Finance Management Department

By:

The Lender

Address: 203, Hoehyeon-dong 1-ga, Jung-gu, Seoul, Korea 100-792

Fax No: +82-2-2002-5739

Attention: Yoon-Seok Moon, General Manager, Head Office operation team, Investment Banking Division

By:

Yoon-Seok Moon
General Manager