

EXECUTION VERSION

FACILITY AGREEMENT

dated *19 August* 2010

for

KOREA NATIONAL OIL CORPORATION
as Borrower

with

SOCIETE GENERALE
acting as Lender

Linklaters

Ref: OP/ALW

Linklaters LLP

CLAUSE	CONTENTS	PAGE
	SECTION 1	
	INTERPRETATION	
1.	Definitions and interpretation	1
	SECTION 2	
	THE FACILITY	
2.	The Facility.....	10
3.	Purpose.....	10
4.	Conditions of Utilisation	10
	SECTION 3	
	UTILISATION	
5.	Utilisation	12
	SECTION 4	
	REPAYMENT, PREPAYMENT AND CANCELLATION	
6.	Repayment.....	13
7.	Prepayment and cancellation	13
	SECTION 5	
	COSTS OF UTILISATION	
8.	Interest	18
9.	Interest Periods.....	18
10.	Changes to the calculation of interest	19
11.	Fees	20
	SECTION 6	
	ADDITIONAL PAYMENT OBLIGATIONS	
12.	Tax gross up and indemnities	21
13.	Increased costs.....	23
14.	Indemnities.....	24
15.	Mitigation by the Lender	25
16.	Costs and expenses	26
	SECTION 7	
	REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT	
17.	Representations.....	27
18.	Information undertakings	30
19.	Financial Covenants	32
20.	General Undertakings.....	32
21.	Events of Default	37
	SECTION 8	
	CHANGES TO PARTIES	
22.	Changes to the Lender	41
23.	Changes to the Borrower.....	42
	SECTION 9	
	THE LENDER	
24.	Conduct of Business by the Lender	43
	SECTION 10	

ADMINISTRATION

25.	Payment mechanics	44
26.	Set-off	45
27.	Notices	45
28.	Calculations and certificates	46
29.	Partial invalidity	47
30.	Remedies and waivers	47
31.	Amendments and waivers	47
32.	Confidentiality	47
33.	Counterparts	50

SECTION 11

GOVERNING LAW AND ENFORCEMENT

34.	Governing law	51
35.	Enforcement	51

THE SCHEDULES

SCHEDULE	PAGE
SCHEDULE 1 Conditions precedent.....	53
SCHEDULE 2 Utilisation Request.....	56
SCHEDULE 3 Mandatory Cost Formulae	57

THIS AGREEMENT is dated 19 August 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) **SOCIETE GENERALE**, 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 it 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) the date that is 180 days after the date of this Agreement;
- (d) 14 days after the Offer is closed; and
- (e) the date on which the Offer lapses or is withdrawn.

"Available Commitment" means the Lender's Commitment minus:

- (a) the Base Currency Amount of any outstanding Loans; and

- (b) in relation to any proposed Utilisation, the Base Currency Amount of any Loans that are due to be made on or before the proposed Utilisation Date.

"Bankruptcy Law" means any domestic or foreign law relating to bankruptcy, judicial management, moratorium, insolvency, reorganisation, administration or relief of debtors in effect in any jurisdiction and in relation to an entity incorporated or organised under the laws of Korea, including but not limited to the Debtor Rehabilitation and Bankruptcy Act of Korea.

"Base Currency" means US Dollars or Sterling (depending on the Facility selected by the Borrower in the first Utilisation Request).

"Base Currency Amount" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by the Borrower for that Loan adjusted to reflect any repayment (other than a repayment arising from a change of currency), prepayment, consolidation or division of the Loan.

"Break Costs" means the amount (if any) by which:

- (a) the interest (excluding the Margin) which the Lender should have received for the period from the date of receipt of all or any part of a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which the Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

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

- (a) in relation to any matter relating to notice given, in Seoul;
- (b) in relation to any matter relating to payment in Sterling, in Seoul and London;
- (c) in relation to any matter relating to payment in US Dollars, in Seoul, New York and London; and
- (d) in relation to any matter relating to LIBOR, in London.

"Certain Funds Default" means a 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 (*Negative pledge*); or
- (ii) paragraphs (a), (b) and (e) of Clause 20.4 (*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 21.5 (*Insolvency*), Clause 21.6 (*Insolvency proceedings*) or Clause 21.7 (*Creditors' process*); or
 - (e) Clause 21.8 (*Unlawfulness*) or Clause 21.9 (*Repudiation*).

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

"Commitment" means:

- (a) \$500,000,000; or
- (b) £320,000,000,

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.

"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 Facility (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.

"Environmental Claim" means any claim, proceeding or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law in any jurisdiction in which any member of the Group conducts business which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants.

"Environmental Permits" means any Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by the relevant members of the Group.

"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 Société Générale, Seoul Branch, or, subject to Clause 22.2 (*Conditions of assignment or transfer*), such other office as notified by the Lender to the Borrower in writing by not less than 5 Business Days' prior notice.

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

"Financial Indebtedness" means (without double counting) any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold or discounted on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, in each case in respect of indebtedness of a type referred to in paragraphs (a) to (g) above; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"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.

"Indirect Tax" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"Interest Period" means, in relation to a 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.

"LIBOR" means, in relation to any Loan:

- (a) the applicable Screen Rate; or
- (b) (if no Screen Rate is available for the currency or Interest Period of that Loan) the rate quoted by the Lender as the rate at which it could borrow funds in the London interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period as of 11:00 a.m. London time on the Quotation Day for the currency of that Loan and for a period comparable to the Interest Period of that Loan.

"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.

"Mandatory Cost" means the percentage rate per annum calculated by the Lender in accordance with Schedule 3 (*Mandatory Cost Formulae*).

"Margin" means:

- (a) in respect of Loans in US Dollars, 0.90 per cent. per annum; and
- (b) in respect of Loans in Sterling, 1.00 per cent. per annum,

or any other percentage agreed by the Lender and the Borrower to be the Margin as contemplated pursuant to Clause 7.4(c) (*Mandatory prepayment and cancellation – Credit Rating Downgrade*).

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

- (a) the business, operations or financial condition of the Borrower and/or the Group taken as a whole;
- (b) the ability of the Borrower to perform its obligations under any Finance Document; or
- (c) the validity or enforceability of this Agreement or the rights or remedies of the Lender under the Finance Documents.

"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.

"Moody's" means Moody's Investors Service Inc.

"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 Offer Documents and the Finance Documents or the financing of the Offer.

"Offer Document" means the offer document to be posted by the Borrower to holders of Target Shares 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) to (d) of Clause 3.1 (*Purpose*).

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

"Original Financial Statements" means annual audited unconsolidated financial statements of the Borrower and its Group for the financial year ended 31 December 2009 prepared in accordance with the accounting standards for government corporations in Korea as established by the Ministry of Strategy and Finance, which includes, to the extent applicable, GAAP.

"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:

- (a) (if the currency is Sterling) the first day of that period; or
- (b) (for any other currency) 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 the representations set out in Clause 17 (*Representations*) except for the representations set out in Clauses 17.2 (*Binding Obligations*), paragraph (a) of 17.7 (*No default*), paragraph (c) of 17.12 (*Financial Statements*), (17.8 (*Pari passu ranking*), 17.9 (*Deduction of Tax*), 17.10 (*No filing or stamp taxes*), 17.14 (*Authorised Signatures*), 17.17 (*Security*), 17.18 (*Ownership of the Borrower*) and 17.19 (*Insurance*).

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

"S&P" means Standard & Poor's Ratings Service.

"Screen Rate" means in relation to LIBOR, the British Bankers Association Interest Settlement Rate for the relevant currency and period displayed on the appropriate page of the Reuters

screen. If the agreed page is replaced or service ceases to be available, the Lender may specify another page or service displaying the appropriate rate after consultation with the Borrower.

"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.

"Sterling" and **"£"** means the lawful currency of the United Kingdom.

"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 or 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 12 months from the date of this Agreement.

"Treasury Transaction" means any derivative transaction entered into in connection with the protection against or the benefit from the fluctuation in any rate or pricing including, without limitation, any currency, interest rate and commodity hedging arrangement.

"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.

"US Dollars", "USD", "US\$" and "\$" means the lawful currency of the United States of America.

"Utilisation" means a utilisation of the Facility.

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

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

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.
 - (e) Where this Agreement specifies an amount in a given currency (the specified currency) or its "**equivalent**", the "**equivalent**" is a reference to the amount of any other currency which, when converted into the specified currency utilising the Lender's official spot rate of exchange for the purchase of the specified currency with that other currency at or about 11.00 a.m. on the relevant date, is equal to the relevant amount in the specified currency.

1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

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 term loan facility in US Dollars or Sterling (as selected by the Borrower in the first Utilisation Request) in an amount equal to the Commitment.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under 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:

- (i) no Default is continuing or would result from the proposed Loan; and
- (ii) 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:

- (a) if the Borrower selects Sterling as the currency of the Facility, more than one Loan would be outstanding; or
- (b) if the Borrower selects US Dollars as the currency of the Facility, more than two Loans 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 any Offer Loan;
- (b) exercise any right, power or discretion to terminate or cancel the obligation to make any Offer Loan, other than under 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 any Offer Loan;
- (d) take any step under Clause 21.12 (*Acceleration*) in respect of any Offer Loan or that part of the Commitment which may be used by way of any Offer Loan; or
- (e) exercise any right of set-off or counterclaim in respect of any 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 specified in the Utilisation Request.

5.2 Completion of a Utilisation Request

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

- (i) in relation to the first Utilisation Request only, it specifies whether the Facility shall be a \$500,000,000 term loan Facility or a £320,000,000 term loan Facility;
- (ii) the proposed Utilisation Date is a Business Day within the Availability Period;
- (iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);
- (iv) the proposed Interest Period complies with Clause 9 (*Interest Periods*); and
- (v) it specifies the account and bank to which the proceeds of the Utilisation are to be credited.

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be the Base Currency.

(b) The amount of the proposed Loan must be:

- (i) if the currency of the Facility is US Dollars, a minimum of \$200,000,000 or, if less, the Available Commitment; or
- (ii) if the currency of the Facility is Sterling, a minimum of the Sterling equivalent of \$200,000,000 or, if less, the Available Commitment.

5.4 Availability of Loans

If the conditions set out in this Agreement have been met, the Lender shall make each 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 each 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 any 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 Loans on the last day of the Interest Period for each 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 Mandatory prepayment and cancellation – change of control

- (a) If the Government of Korea ceases to own fifty one (51) per cent or more of the voting equity share capital of the Borrower or ceases to control the Borrower:

- (i) the Borrower shall promptly notify the Lender upon becoming aware of that event;
- (ii) after the end of the Availability Period, the Lender shall not be obliged to fund a Utilisation; and
- (iii) the Lender may, after the end of the Availability Period, by not less than five (5) days notice to the Borrower, cancel the Facility and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Facility will be cancelled and all such outstanding amounts will become immediately due and payable.

- (b) For the purpose of Clause 7.2(a) above **control** means the ability of the Government of Korea to direct the affairs of the Borrower and/or to control the composition of its board of directors or equivalent body.

7.3 Mandatory prepayment and cancellation – Net Debt Fundraising Proceeds

- (a) In this Clause 7.3:

"Net Debt Fundraising Proceeds" means an amount equal to any proceeds received by the Borrower from any bank or other debt facility from any person (including any Korean export credit agency), or any issue, sale or public offering of any debt security, any convertible instrument or hybrid instrument issued by the Borrower to any person, after deducting:

- (i) fees and transaction costs properly incurred in connection with that fundraising; and
- (ii) Taxes paid or reasonably estimated by the Borrower to be payable (as certified by the Borrower to the Lender) as a result of that fundraising,

other than Excluded Net Debt Fundraising Proceeds to the extent the proceeds are used in relation to the Offer and the acquisition of the Target Shares.

"Excluded Net Debt Fundraising Proceeds" means the proceeds received by the Borrower in relation to:

- (i) the debt facility agreement between the Borrower and The Export-Import Bank of Korea dated on or around the date of this Agreement;
 - (ii) the debt facility agreement between the Borrower and the Korea Finance Corporation dated on or around the date of this Agreement;
 - (iii) the debt facility agreement between the Borrower and Kookmin Bank dated on or around the date of this Agreement;
 - (iv) the debt facility agreement between the Borrower and Woori Bank dated on or around the date of this Agreement;
 - (v) the debt facility agreement between the Borrower and the Shinhan Bank dated on or around the date of this Agreement;
 - (vi) the debt facility agreement between the Borrower and the Industrial Bank of Korea dated on or around the date of this Agreement;
 - (vii) any US Dollar bond issued by the Borrower on or before 31 December 2010 up to an aggregate amount of \$1,000,000,000 and for the avoidance of doubt, any proceeds received by the Borrower in excess of such aggregate amount of \$1,000,000,000 shall not be Excluded Net Debt Fundraising Proceeds and shall be applied in accordance with Clause 7.3(b).
- (b) The Borrower shall ensure that an amount equal to 100 per cent. of any Net Debt Fundraising Proceeds are applied:
- (i) in prepayment of any Loans then outstanding promptly upon receipt of such proceeds by the Borrower; and/or
 - (ii) if there are no Loans then outstanding (or if any balance of such amount remains after a prepayment in sub-paragraph (i) above when the Commitment is not fully drawn), promptly in prepayment of Loans within 2 Business Days following the date on which any Loans (or further Loans as the case may be) becoming outstanding.

7.4 **Mandatory prepayment and cancellation – Credit Rating Downgrade**

(a) In this Clause 7.4, a "**Credit Rating Downgrade**" will occur if at any time:

- (i) the credit rating of the Borrower's long term issuer rating (foreign) as provided by Moody's or the foreign long term issuer credit rating as provided by S&P is more than one notch below the long term issuer rating (foreign) of Korea as provided by Moody's or the foreign long term issuer credit rating of Korea as provided by S&P, as the case may be; or
- (ii) the long term issuer rating (foreign) of Korea falls below Baa1 with Moody's or the foreign long term issuer credit rating of Korea falling below BBB+ with S&P.

(b) If a Credit Rating Downgrade, as referred to in paragraph (a)(i) above, occurs:

- (i) the Borrower shall notify the Lender upon promptly becoming aware of that event; and
- (ii) the Lender may, after the end of the Availability Period, cancel the Facility and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Facility will be cancelled and all such outstanding amounts will become immediately due and payable.

(c) If a Credit Rating Downgrade, as referred to in paragraph (a)(ii) above, occurs:

- (i) the Borrower shall notify the Lender upon promptly becoming aware of that event;
- (ii) if the Lender or the Borrower so requires, the Lender and the Borrower shall enter into negotiations in good faith (for a period of not more than 30 days) with a view to agreeing a substitute Margin for the Facility; or
- (iii) if the Lender and the Borrower fail to agree a new Margin as referred to in paragraph (ii) above (or choose not to enter into negotiations pursuant to paragraph (ii)), the Lender may, after the end of the Availability Period, immediately cancel the Facility and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Facility will be cancelled and all such outstanding amounts will become immediately due and payable.

7.5 **Mandatory prepayment - Disposals**

(a) In this Clause 7.5:

"Net Disposal Proceeds" means the cash or cash equivalent proceeds (calculated at the higher of the market value or consideration received) other than Excluded Disposal Proceeds received by members of the Group in connection with the sale, transfer or other disposal by any member of the Group of an asset after deducting:

- (i) fees and transaction costs properly incurred in connection with that sale, transfer or disposal; and
- (ii) Taxes paid or reasonably estimated by the Borrower to be payable (as certified by the Borrower to the Lender) as a result of that sale, transfer or disposal.

"Excluded Disposal Proceeds" means the cash or cash equivalent proceeds received by members of the Group in connection with any sale, transfer or other disposal of assets:

- (i) made in the ordinary course of trading of the disposing entity;
 - (ii) where the proceeds of that disposal are intended to be applied in the purchase of assets comparable or superior as to type, value and quality; or
 - (iii) that are redundant or obsolete.
- (b) The Borrower shall ensure that an amount equal to any Net Disposal Proceeds received by members of the Group in excess of \$2,000,000,000 (when aggregated with all Net Disposal Proceeds received by members of the Group from the date of this Agreement) are applied:
- (i) in prepayment of any Loans then outstanding promptly upon receipt of such proceeds by the Borrower; and/or
 - (ii) if there are no Loans then outstanding (or if any balance of such amount remains after a prepayment in sub-paragraph (i) above when the Commitment is not fully drawn), in prepayment of Loans within 2 Business Days following the date on which any Loans (or further Loans as the case may be) becoming outstanding.

7.6 Mandatory prepayment and cancellation – Merger Event

"Merger Event" means any amalgamation, demerger, merger or corporate reconstruction in relation to the Borrower which results in the Borrower ceasing to be the corporate entity responsible for its obligations under this Agreement or which would in any way affect the obligations of the Borrower under this Agreement (and for the avoidance of doubt, such event shall not include any acquisition of assets and/or shares in any third party including the Target)

- (a) If a Merger Event occurs:
- (i) the Borrower shall notify the Lender promptly upon becoming aware of that event; and
 - (ii) the Lender may, after the end of the Availability Period, cancel the Facility and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Facility will be cancelled and all such outstanding amounts will become immediately due and payable.

7.7 Mandatory prepayment – Exchange Rate Movement

- (a) In the event that the currency of the Facility is Sterling, on the first Business Day following the end of the Availability Period, and thereafter on the first Business Day of each Month, the Lender shall calculate the US Dollar equivalent of the outstanding Loans (the **"Dollar Equivalent Amount"**).
- (b) In the event that the Dollar Equivalent Amount exceeds \$500,000,000 the Lender shall notify the Borrower of the amount that the Dollar Equivalent Amount exceeds \$500,000,000 (the **"Sterling Prepayment Amount"**) and upon receipt of such notification the Borrower shall ensure that an amount equal to the Sterling Prepayment Amount is applied in prepayment of the Loans.

7.8 Voluntary cancellation

The Borrower may, if it gives the Lender not less than 5 Business Days' prior notice (or such shorter prior notice as the Lender may consent to), cancel the whole or any part (being a minimum amount of initially US\$10,000,000 or the equivalent in Sterling as at the date of this Agreement (if Sterling is the currency of the Facility selected by the Borrower in the first Utilisation Request) and thereafter in integral multiples of US\$1,000,000 or the equivalent in Sterling as at the date of this Agreement (if Sterling is the currency of the Facility selected by the Borrower in the first Utilisation Request) of the Available Commitment.

7.9 Voluntary prepayment of Loans

The Borrower may, if it gives the Lender not less than 10 Business Days' prior notice (or such shorter notice period as the Lender may consent to), prepay the whole or any part of any Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of initially US\$10,000,000 or the equivalent in Sterling as at the date of this Agreement (if Sterling is the currency of the Facility selected by the Borrower in the first Utilisation Request) and thereafter in integral multiples of US\$5,000,000 or the equivalent in Sterling as at the date of this Agreement (if Sterling is the currency of the Facility selected by the Borrower in the first Utilisation Request).

7.10 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, subject to any Break Costs, 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 Loans 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 a 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;
- (b) LIBOR; and
- (c) Mandatory Cost, if any.

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

- (a) 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 which, subject to paragraph (b) below, is the sum of 2 per cent and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Lender.
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
 - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the sum of 2 per cent and the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

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) Each Interest Period for a Loan shall be six Months.

- (b) An Interest Period for a Loan shall not extend beyond the Termination Date.
- (c) Each Interest Period for a 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 a Loan for any Interest Period, then the rate of interest on that Loan for the Interest Period shall be the percentage rate per annum which is the sum of:
 - (i) the Margin;
 - (ii) the rate notified to the Borrower by the Lender as soon as practicable and in any event 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 that Loan from whatever source it may reasonably select; and
 - (iii) the Mandatory Cost applicable to that Loan, if any.
- (b) In this Agreement "**Market Disruption Event**" means:
 - (i) at or about noon on the Quotation Day for the relevant Interest Period the Screen Rate is not available and the Lender is unable to provide a quotation to determine LIBOR for the relevant currency and Interest Period; or
 - (ii) before close of business in London 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 LIBOR.

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.

10.3 Break Costs

- (a) The Borrower shall, within three Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

- (b) The Lender shall, as soon as reasonably practicable after a demand by the Borrower, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11. FEES

11.1 Commitment fee

- (a) The Borrower shall pay to the Lender a fee in US Dollars computed and accruing on a daily basis at the rate of 0.30 per cent. per annum on the Available Commitment at close of business in Seoul for each day of the Availability Period (or, if any such day shall not be a Business Day, at close of business on the immediately preceding business day).
- (b) The accrued commitment fee is payable on the last day of each Month during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the Lender's Commitment at the time the cancellation is effective.

11.2 Upfront fee

The Borrower shall pay to the Lender an upfront fee calculated at 0.25% of the Commitment as of the date of this Agreement in two instalments. The first instalment shall be calculated in US Dollars at 0.10% of the Commitment as of the date of this Agreement and shall be payable in US Dollars on the date of this Agreement and the second instalment shall be calculated in the currency of the Facility selected by the Borrower in the first Utilisation Request at 0.15% of the Commitment as of the date of this Agreement and shall be payable on the first Utilisation Date in the currency of the Facility selected by the Borrower in the first Utilisation Request.

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 the 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, the 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 Indirect Tax

(a) All amounts set out or expressed in a Finance Document to be payable by the Borrower to the Lender which (in whole or in part) constitute the consideration for a supply or supplies for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax which is chargeable on such supply or supplies, and accordingly, subject to paragraph (b) below, if Indirect Tax is or becomes chargeable on any supply made by the Lender to the Borrower under a Finance Document, the Borrower 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 Indirect Tax (and the Lender shall promptly provide an appropriate Indirect Tax invoice to the Borrower).

(b) Where a Finance Document requires the Borrower to reimburse or indemnify the Lender for any cost or expense, the Borrower 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 Indirect Tax, save to the extent that the Lender reasonably determines that it is entitled to credit or repayment in respect of such Indirect Tax from the relevant tax authority.

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;
 - (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); or
 - (v) compensated for by the payment of the Mandatory Cost.

- (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, a 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) a Loan (or part of a 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 any 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*), Clause 13 (*Increased costs*) or Schedule 3 (*Mandatory cost formulae*) 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) 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) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Finance Document including any such costs and expenses incurred pursuant to any arbitration proceedings.

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

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

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 and the Offer Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets breach of which would have a Material Adverse Effect.

17.4 Power and authority

- (a) 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 and the Offer Documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing or indemnities contemplated by the Finance Documents to which it is a party.

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;
 - (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
 - (c) for it to carry on their business, and which are material,
- have been obtained or effected and are in full force and effect (or will be when required).

17.6 Governing law and enforcement

Subject to any reservations or qualifications as to matters of law which are referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*):

- (i) the choice of English law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation; and
- (ii) any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

17.7 No default

- (a) No Event of Default and, on the date of this Agreement and the first date of the Utilisation of the Facility only, no Default is continuing or might reasonably be expected to result from the making of that Utilisation or the entry into, the performance of, or any transactions contemplated by, any Finance Document.
- (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.

17.8 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.

17.9 Deduction of Tax

It is not required under the law applicable where it is incorporated or resident or at the address specified in this Agreement to make any deduction for or on account of Tax from any payment it may make under any Finance Document other than any deduction specifically referred to in any legal opinion delivered in accordance with Clause 4 (*Conditions of Utilisation*).

17.10 No filing or stamp taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except stamp duty in Korea imposed on each original copy of this Agreement executed in Korea.

17.11 No misleading information

- (a) All material information provided to the Lender by or on behalf of the Borrower or any other member of the Group in connection with the Finance Documents, the Facility, the Offer and/or the Target and/or the Target Shares on or before the date of this Agreement and not superseded before that date is accurate and not misleading in any material respect.
- (b) Nothing has occurred or been omitted from any information provided to the Lender in paragraph (a) above and no information has been given to or withheld from the Lender that results in the information provided to the Lender being untrue or misleading in any material respect.

17.12 Financial statements

- (a) Its financial statements most recently supplied to the Lender (which, at the date of this Agreement, are the Original Financial Statements) were prepared in accordance with the accounting standards for government corporations in Korea, as established by the Ministry of Strategy and Finance, which includes, to the extent applicable, GAAP, consistently applied save to the extent expressly disclosed in such financial statements.
- (b) Its financial statements most recently supplied to the Lender (which, at the date of this Agreement, are the Original Financial Statements) give a true and fair view and represent its financial condition and operations (consolidated and unconsolidated) during the relevant financial year save to the extent expressly disclosed in such financial statements.
- (c) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group) since 31 December 2009.

17.13 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, would reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

17.14 Authorised Signatures

Any person specified as its authorised signatory pursuant to the board resolutions provided under Schedule 1 (*Conditions precedent*) or Clause 18.3(e) (*Information: miscellaneous*) is authorised to sign Utilisation Requests and other notices on its behalf.

17.15 No immunity

In any proceedings taken in its jurisdiction of incorporation in relation to the Finance Documents to which it is a party, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

17.16 Private and Commercial Acts

Its execution of the Finance Documents to which it is a party constitutes, and its exercise of its rights and performance of its obligations hereunder will constitute, private and commercial acts done and performed for private and commercial purposes.

17.17 Security

No Security has been created by any member of the Group on any of its assets to secure any Financial Indebtedness incurred to fund the consideration for the Target Shares.

17.18 Ownership of the Borrower

The Government of Korea owns fifty one (51) per cent. or more of the voting equity share capital of the Borrower and controls the Borrower (where control has the meaning given to such term in Clause 7.2(b) (*Mandatory prepayment and cancellation - Change of control*)).

17.19 Insurance

The Borrower and each member of the Group is in compliance with the undertakings in Clause 20.13 (*Insurance*).

17.20 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 each 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

(a) The Borrower shall supply to the Lender:

- (i) as soon as the same become available, but in any event within 120 days after the end of each of its financial years its audited unconsolidated financial statements for that financial year; and
- (ii) as soon as the same become available, but in any event within 90 days after the end of the first half of each of its financial years its unconsolidated financial statements for that financial half year.

(b) In addition to the financial statements required to be delivered pursuant to clause 18.1(a) (*Financial statements*), if at any time:

- (i) the Borrower's practice is or becomes to produce consolidated financial statements;
- (ii) the Borrower is required to prepare consolidated financial statements by the Ministry of Strategy and Finance or any other government body or Governmental Agency or under any law, regulation, directive or order; or
- (iii) the consolidated financial statements of the Borrower otherwise become available,

the Borrower shall supply to the Lender:

- (iv) as soon as the same become available, but in any event within 120 days after the end of each of its financial years its consolidated financial statements (audited if available) for that financial year; and
- (v) as soon as the same become available, but in any event within 90 days after the end of the first half of each of its financial years its consolidated financial statements for that financial half year.

18.2 Requirements as to financial statements

Each set of financial statements delivered by the Borrower pursuant to Clause 18.1(a)(ii) (*Financial statements*) shall be certified by a director of the Borrower as fairly representing its financial condition as at the date as at which those financial statements were drawn up.

18.3 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;
- (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;
- (d) promptly, any announcement, notice or other document relating specifically to the Borrower posted onto any electronic website maintained by any stock exchange on which shares in or other securities of the Borrower are listed or any electronic website required by any such stock exchange to be maintained by or on behalf of the Borrower;
- (e) promptly, notice of any change in its authorised signatories signed by a director or company secretary of the Borrower accompanied by specimen signatures of any new authorised signatories; and
- (f) promptly upon becoming aware of the relevant claim, the details of any claim which is current, threatened or pending against any person in respect of the Offer or the Offer Documents.

18.4 Notification of default

- (a) 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.
- (b) Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.5 "Know your customer" checks

The Borrower shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (for itself or on behalf of any prospective new Lender) in order for the Lender or such prospective new Lender to conduct any "know your customer" or other similar procedures under applicable laws and regulations.

18.6 Refinancing strategy

The Borrower shall:

- (a) as soon as possible, but in any event no later than 90 days prior to the Termination Date, notify the Lender in writing of its strategy for refinancing the Facility and all outstanding Loans (and shall thereafter promptly notify the Lender of any changes to such refinancing strategy); and
- (b) provide the Lender with any other details relating to such refinancing strategy as may be reasonably requested by the Lender from time to time.

18.7 **Utilisation of the Facility**

The Borrower shall notify the Lender of its intention to select Sterling as the currency of the Facility in the first Utilisation Request 5 Business Days prior to the proposed Utilisation Date.

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 to enable it to:
 - (i) perform its obligations under the Finance Documents;
 - (ii) ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and
 - (iii) carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.

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 **Negative pledge**

In this Clause 20.3, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

- (a) The Borrower shall not (and shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets including, after the date the Borrower has acquired the Target Shares, the Target Shares.
- (b) The Borrower shall not (and shall ensure that no other member of the Group will):
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a member of the Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- (c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, listed below:
- (i) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
 - (ii) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by any member of the Group for the purpose of:
 - (A) hedging any risk to which that member of the Group is exposed in its ordinary course of trading; or
 - (B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,excluding, in each case, any Security or Quasi-Security under a credit support arrangement in relation to a hedging transaction;
 - (iii) any lien arising by operation of law and in the ordinary course of trading;
 - (iv) any Security or Quasi-Security over or affecting any asset acquired by any member of the Group after the date of this Agreement if:
 - (A) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by that member of the Group; and
 - (B) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by that member of the Group.
 - (v) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group, if:
 - (A) the Security or Quasi-Security was not created in contemplation of the acquisition of that company; and
 - (B) the principal amount secured has not increased in contemplation of or since the acquisition of that company.
 - (vi) any Security or Quasi-Security created pursuant to any Finance Document;
 - (vii) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by that member of the Group;
 - (viii) any Security or Quasi-Security securing indebtedness incurred for the purpose of financing the acquisition, construction, improvement, repair or operation of real and

tangible property, or other assets, of an offshore oil field, or any part thereof, provided that:

- (A) such Security or Quasi-Security is only over the property or assets so acquired, constructed, improved or operated, or the relevant part thereof, and not over any other asset of the Borrower;
 - (B) the aggregate principal amount of the indebtedness secured by such Security or Quasi-Security does not exceed the cost of the property or assets so acquired, constructed, improved or operated, or the relevant part thereof; and
 - (C) the lenders and other finance parties to such financing only have recourse to the property or assets so acquired, constructed, improved, repaired or operated, or the relevant part thereof, and do not have any other Security, claim or recourse of any nature whatsoever to the Borrower or any other asset of the Borrower.
- (ix) any Security or Quasi-Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi-Security given by a member of the Group, including, without limitation, any Security or Quasi-Security created before the date of this Agreement over future assets of any member of the Group other than any permitted under paragraphs (i) to (vii) above) does not exceed \$1,000,000,000 (or its equivalent in another currency or currencies).

20.4 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 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.

(c) 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.

- (d) 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.
- (e) 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.

20.5 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.

20.6 Pari passu ranking

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

20.7 Change of business

The Borrower shall procure that no substantial change is made to the general nature of the business of the Borrower or the Group from that carried on at the date of this Agreement.

20.8 Payment of taxes

The Borrower shall (and shall procure that each member of the Group will) duly and punctually pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties (save to the extent that (i) payment is being contested in good faith and (ii) adequate reserves are being maintained for those Taxes or (iii) payment can be lawfully withheld).

20.9 Use of proceeds

- (a) The Borrower will use the proceeds of each Loan advanced under this Agreement strictly in accordance with the purpose specified in Clause 3.1 (*Purpose*).
- (b) The Borrower shall not use the proceeds of any Loan advanced under this Agreement for any purpose in Korea.

20.10 Environmental compliance

The Borrower shall (and shall procure that each member of the Group will) comply in all material respects with all Environmental Law, obtain and maintain any Environmental Permits and take all reasonable steps in anticipation of known or expected future changes to or obligations under Environmental Law or any Environmental Permits.

20.11 Environmental Claims

The Borrower shall inform the Lender in writing as soon as reasonably practicable upon becoming aware of:

- (a) any Environmental Claim which has been commenced or (to the best of the Borrower's knowledge and belief) is threatened against any member of the Group; or
- (b) any facts or circumstances which will or might reasonably be expected to result in any Environmental Claim being commenced or threatened against any member of the Group,

in each case where such Environment Claim might reasonably be expected, if determined against it or that member of the Group, to have a Material Adverse Effect.

20.12 Loans and guarantees

The Borrower shall (and shall procure that each member of the Group will) not make any loans, grant any credit (save in the ordinary course of business) or give any guarantee or indemnity (except as required under any of the Finance Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person.

20.13 Insurance

- (a) The Borrower shall (and shall procure that each member of the Group will) maintain insurances on and in relation to its business and assets against those risks, and to the extent as is usual for, companies carrying on the same or substantially similar business.
- (b) All insurances must be with reputable independent insurance companies or underwriters.

20.14 Debt raising

In the event that the Borrower or any other member of the Group proposes or intends to:

- (a) issue, sell or offer any debt security, bond, note, convertible instrument or hybrid instrument to any person in the international capital markets including, without limitation, the bond issuance referred to in paragraph (vii) of the definition of "Excluded Net Debt Fundraising Proceeds" in Clause 7.3(a) (*Mandatory prepayment and cancellation – Net Debt Fundraising Proceeds*), (a "**DCM Raising**"); or
- (b) raise any other finance in the international syndicated loan, debt or bank markets including, without limitation any bilateral or syndicated facility or export credit agency related facility, (a "**Bank Debt Raising**"),

the Borrower shall ensure (or procure as the case may be) that in relation to (i) a DCM Raising or Bank Debt Raising by it; or (ii) a DCM Raising or Bank Debt Raising by a member of the Group that is intended to be guaranteed by the Borrower:

- (c) that the Lender is invited to submit a proposal to act as bookrunner in relation to such DCM Raising and as mandated lead arranger and lender in relation to such Bank Debt Raising; and
- (d) provided that any such proposal submitted by the Lender to the Borrower (or the relevant member of the Group) is competitive with other proposals received by the Borrower (or that member of the Group) in relation to that DCM Raising or Bank Debt Raising, as the case may be, act in good faith to ensure that the Lender is treated fairly in mandating the Lender for a role as a bookrunner in relation to that DCM Raising or mandated lead arranger and lender in relation to that Bank Debt Raising, as the case may be.

20.15 Hedging

The Borrower will ensure that:

- (a) the Lender is invited to provide proposals in respect of any Treasury Transactions to be entered into by any member of the Group in connection with:
 - (i) this Agreement (including, without limitation the cross currency swap described in Clause 20.16 (*Conditions subsequent*)),
 - (ii) the Offer (in respect of Treasury Transactions with an aggregate notional amount of at least \$500,000,000 or its equivalent); and
 - (iii) any financing (including, without limitation, any financing raised in the international syndicated loan, debt, bank or capital markets) utilised for the purposes of refinancing the Facility (provided that the Lender is a participant in such financing and in a proportion equal to the Lender's commitment under any such financing);
- (b) it acts in good faith in providing the Lender with a right to match any offer or proposal received by any member of the Group from any other bank or financial institution in relation to any Treasury Transaction referred to in paragraph (a) above and, in the event that the Lender matches any offer or proposal from that other bank or financial institution or there are no competing offers or proposals from any other bank or financial institution, that member of the Group shall enter into the relevant Treasury Transactions with the Lender.

20.16 Condition subsequent

If the currency of the Facility selected by the Borrower is Sterling, the Borrower shall enter into a Sterling/US Dollars cross currency swap arrangement in relation to the Loans, within 5 Business Days following the first Utilisation Date.

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 3 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 5 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**

- (a) 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.
- (b) No Event of Default under paragraph (a) will occur if the facts or circumstances underlying the misrepresentation are capable of remedy and are remedied within 5 Business Days of the Lender giving notice to the Borrower and the Borrower becoming aware of the misrepresentation.

21.4 **Cross default**

- (a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default (however described).
- (d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 21.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within Clauses 21.4(a) to (d) above is less than US\$50,000,000 (or its equivalent in any other currency or currencies).

21.5 **Insolvency**

- (a) A member of the Group 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.

- (b) The value of the assets of a member of the Group is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) A moratorium is declared in respect of any indebtedness of a member of the Group.

21.6 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 any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not the Borrower;
- (b) a composition, compromise, assignment or arrangement with any creditor or class of creditors of any member of the Group;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets (other than in respect of a solvent liquidation of a member of the Group which is not the Borrower);

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

This Clause 21.6 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 14 days of commencement.

21.7 Creditors' process

- (a) Any expropriation, attachment (excluding provisional attachments), sequestration, distress or execution affects any asset or assets of the Borrower having an aggregate value of US\$50,000,000.
- (b) The Borrower fails to comply with or pay any sum in an amount equal to or greater than US\$50,000,000 (or its equivalent in any other currency or currencies) due from it under any final judgement or any final order made or given by a court of competent jurisdiction. For the purpose of this Clause 21.7 a judgement subject to appeal shall not be considered a final judgement.

21.8 Unlawfulness

It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents or any of the obligations of the Borrower are not or cease to be legal, valid, binding and enforceable.

21.9 Repudiation

The Borrower rescinds or repudiates or purports to repudiate a Finance Document or evidences an intention to rescind or repudiate a Finance Document.

21.10 Cessation of business

The Borrower suspends or ceases to carry on all or a material part of its business or of the business of the Group taken as a whole.

21.11 Material adverse change

Any event or circumstance occurs which would reasonably be expected to have a Material Adverse Effect.

21.12 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 Loans, 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 Loans 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) grant participations or sub-participations in its rights and obligations;
- (b) assign any of its rights; or
- (c) 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 during the Availability Period. For the avoidance of doubt, the Borrower is not required to consent to a change to the Facility Office of the Lender or a sub-participation by the Lender provided that, in the event of a proposed change to the Facility Office of the Lender at any time when any Available Commitment is outstanding, the Parties shall cooperate to file any report required by the Ministry of Strategy and Finance of Korea (the "**Ministry**") in relation to this Agreement and any such change of Facility Office during such period may only be made after having obtained the acceptance of that report by the Ministry.
- (b) After the end of the Availability Period, the consent of the Borrower is not required for an assignment or transfer by the Existing Lender.
- (c) 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 (and, for the avoidance of doubt, the Borrower shall not be liable under Clause 12 (*Tax gross-up and indemnities*) as a result of the change to the Lender's Facility Office to an office other than the Seoul Branch).

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 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 a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.
- (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 will be deemed to have been made or delivered to each of the Borrower.

27.4 English language

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

(b) The Finance Documents and 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 or English version of any such document (as the case may be) 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 360 days for US Dollars or 365 days for Sterling 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, insurers, reinsurers 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 English law.

35. ENFORCEMENT

35.1 Arbitration

- (a) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference into this clause. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the said rules.
- (b) The seat of arbitration shall be Singapore.
- (c) The language to be used in the arbitral proceedings shall be English.
- (d) For the avoidance of doubt, the agreement to arbitrate shall not (and shall not be construed so as to) limit the right of the Lender to take conservatory measures or enforcement proceedings against the Borrower in any other court of competent jurisdiction.

35.2 No immunity

To the extent that the Borrower may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower hereby irrevocably agrees not to claim and hereby irrevocably waives any such immunity.

35.3 Waiver and enforcement

The Borrower hereby irrevocably and unconditionally:

- (a) waives to the largest extent permitted by law any defence or claim (including on the basis of it being an inconvenient forum) that it may raise as regards the jurisdiction of the arbitral tribunal referred to above; and
- (b) agrees that an arbitration award rendered by such arbitral tribunal shall be final and binding on the parties hereto and enforceable in accordance with the rules of the New York Convention.

Nothing herein shall be construed to be a waiver of the right by the Borrower to request a competent authority to refuse and recognize a foreign arbitral award under the grounds provided for under the New York Convention.

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

SCHEDULE 1
CONDITIONS PRECEDENT
PART I
TO BE PROVIDED AT SIGNING

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:
 - (i) borrowing or guaranteeing, as appropriate, the Commitment would not cause any borrowing, guaranteeing or similar limit binding on the Borrower to be exceeded; and
 - (ii) the Borrower will use the proceeds of all Loans advanced to it under the Facility only for the overseas payment purposes as stipulated in this Agreement and will not in any way use such proceeds for any purpose in Korea.
- (f) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Part I of 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) A legal opinion of Norton Rose Hong Kong, legal advisers to the Lender as to the laws of England and Wales, substantially in the form agreed by the Lender prior to signing this Agreement.
- (b) A legal opinion of Kim & Chang, legal advisers to the Borrower as to the laws of Korea, substantially in the form agreed by the Lender prior to signing this Agreement.

3. Finance Documents

The Finance Documents (other than any Utilisation Request) duly executed by all Parties thereto.

4. **Other documents and evidence**

- (a) The Original Financial Statements of the Borrower.

PART II
TO BE PROVIDED BEFORE UTILISATION

1. Borrower

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

2. Offer Information

- (a) A certified copy of the Press Release.
- (b) A certified copy of the Offer Documents, together with a copy of all amendments, variations, supplements and any other documents relating to the Offer Documents.
- (c) A certified copy of the announcement that the Offer has become or has been declared wholly unconditional.
- (d) A certificate from the Receiving Bank (addressed to (among others) the Lender issued in accordance with Note 7 on Rule 10 of the Code.
- (e) A certificate of the Borrower (signed by a director or authorised signatory) confirming that all governmental, regulatory and/or competition Authorisations in the United Kingdom and Korea necessary in connection with the Offer have been obtained and attaching a copy of each such Authorisation.

3. Other documents and evidence

Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 11 (*Fees*) and 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: Société Générale

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. [The Facility shall be a [\$500,000,000 term loan Facility] [£320,000,000 term loan Facility]]*
3. 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: 6 Months
4. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
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

* This election is only required for the first Utilisation Request.

SCHEDULE 3
MANDATORY COST FORMULAE

1. The Mandatory Cost is an addition to the interest rate to compensate the Lender for the cost of compliance with the requirements of the European Central Bank.
2. If the Lender is lending from a Facility Office in a Participating Member State, the Mandatory Cost will be the percentage notified by the Lender to the Borrower.
3. The Lender shall calculate the Mandatory Cost on the first day of each Interest Period (or as soon as possible thereafter). The percentage will be certified by the Lender in its notice to the Borrower to be its reasonable determination of the cost (expressed as a percentage of all Loans made from that Facility Office) of complying with the minimum reserve requirements of the European Central Bank in respect of loans made from that Facility Office.
4. Any determination by the Lender pursuant to this Schedule in relation to a formula, the Mandatory Cost or any amount payable to the Lender shall, in the absence of manifest error, be conclusive and binding on all Parties.
5. The Lender may from time to time, after consultation with the Borrower, determine and notify to all Parties any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all Parties.

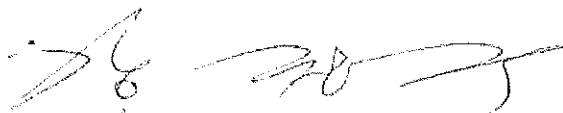
The Borrower

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

Fax No: +82 31 387 9324

Attention: Finance Team, Finance Management Department

By:


Vice President

The Lender

Address: Société Générale
11F, Sean Bldg. 116, 1-Ka, Shinmun-ro
Chongno-Ku, Seoul Korea

Fax No: 822 2195 7944

Telephone: 822 2195 7933

Attention: Mr Kenny Chan / Ms Elaine Tsang – Asia Loan Operation Centre

Email: SEO-OPER-LOANS@sgcib.com

By:

The Borrower

Address: 1588-14, Gwanyang-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: Société Générale
11F, Sean Bldg. 116, 1-Ka, Shinmun-ro
Chongno-Ku, Seoul Korea

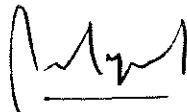
Fax No: 822 2195 7944

Telephone: 822 2195 7933

Attention: Mr Kenny Chan / Ms Elaine Tsang – Asia Loan Operation Centre

Email: SEO-OPER-LOANS@sgcib.com

By:



BRUNO MAGNOUAT