

**AMENDMENT AGREEMENT**

**DATED** 29 July **2024**

**HOUTING B.V.**  
**as the Company**

**JPMORGAN CHASE BANK, N.A.,**  
**acting through its Hong Kong Branch,**  
**and**  
**THE FINANCIAL INSTITUTIONS listed in Part III of Schedule 1**  
**as Arrangers**

**with**

**JPMORGAN CHASE BANK, N.A.,**  
**acting through its Hong Kong Branch**  
**as Agent**

**and**

**GLAS TRUST CORPORATION LIMITED**  
**as Security Agent**

**RELATING TO A FACILITIES AGREEMENT AND AN UPFRONT FEE  
LETTER, EACH ORIGINALLY DATED 2 JULY 2024**

**KIRKLAND & ELLIS**

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**THIS AGREEMENT** is dated 29 July 2024 and is made between:

- (1) **HOUTING B.V.**, as the Company and as agent for the other Obligors and the Parent under, and in accordance with the terms of, the Facilities Agreement (the *Company* and the *Obligors' Agent*);
- (2) **JPMORGAN CHASE BANK, N.A., acting through its Hong Kong Branch**, a national banking association organised under the laws of United States of America with limited liability, as existing Lender and as existing Arranger (the *Existing Lender* and the *Existing Arranger*);
- (3) **THE FINANCIAL INSTITUTIONS** listed in Part II (*The New Lenders*) of Schedule 1 (*The Lenders*), as new Lenders (the *New Lenders*);
- (4) **THE FINANCIAL INSTITUTIONS** listed in Part III (*The New Arrangers*) of Schedule 1 (*The Lenders*), as new mandated lead arrangers and bookrunners (the *New Arrangers*);
- (5) **JPMORGAN CHASE BANK, N.A., acting through its Hong Kong Branch**, a national banking association organised under the laws of United States of America with limited liability, in its capacity as agent of the other Finance Parties other than the Security Agent (the *Agent*); and
- (6) **GLAS TRUST CORPORATION LIMITED**, in its capacity as security trustee and security agent for itself and the Secured Parties (the *Security Agent*).

#### **BACKGROUND:**

- (A) The Company enters into this Agreement in connection with the Facilities Agreement (as defined below) and the Upfront Fee Letter (as defined below) for, as applicable, itself and for each other Obligor in its capacity as Obligors' Agent under, and in accordance with the terms of, the Facilities Agreement.
- (B) The Parties intend that this Agreement will amend the Facilities Agreement and the Upfront Fee Letter with effect from the date of this Agreement.
- (C) The Parties further intend that this Agreement will confirm certain matters relating to the Upfront Fee Letter with effect from the date of this Agreement.
- (D) Each New Lender shall become party to the Amended Facilities Agreement as a Lender.
- (E) Each New Arranger shall become a party to the Amended Facilities Agreement as an Arranger and shall become a party to the Amended Upfront Fee Letter as a "MLAB".

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

*Additional MLAB* has the meaning given to it in the Upfront Fee Letter.

*Amended Facilities Agreement* means the Facilities Agreement as amended by this Agreement.

*Amended Upfront Fee Letter* means the Upfront Fee Letter as amended by this Agreement.

*Effective Date* means the date of this Agreement.

**Facilities Agreement** means the facilities agreement originally dated 2 July 2024 entered into between, among others, the Obligors' Agent, the Agent and the Security Agent.

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

**Upfront Fee Letter** means the upfront fee letter originally dated 2 July 2024 entered into between the Company and the Existing Arranger.

## 1.2 Construction

- (a) Unless otherwise expressly defined in this Agreement or the context otherwise requires, words and expressions defined in the Facilities Agreement have the same meaning in this Agreement.
- (b) Save as set out in this Agreement, the provisions of clause 1.2 (*Construction*), clause 1.3 (*Currency symbols and definitions*), clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Agreement as though they were set out in full in this Agreement, except that references therein to "this Agreement" will be construed as references to this Agreement.

## 1.3 Designation

This Agreement is designated as a Finance Document and a Transfer Certificate, and, for the purpose of paragraph 3.2 (*MLABs*) of the Upfront Fee Letter, shall constitute an Accession by each New Arranger as an Additional MLAB.

## 1.4 Allocation of Commitments

The Existing Arranger acknowledges that this Agreement is being entered into in connection with, among other things, the Company's right to allocate Commitments among one or more Additional MLABs pursuant to paragraph 3.1 of the Upfront Fee Letter. Each of the Parties agrees that the allocation and apportionment of the Commitments detailed in this Agreement shall, with effect from the Effective Date, supersede any requirements detailed in paragraph 3.1 of the Upfront Fee Letter.

## 2. AMENDMENTS

### 2.1 Amended Facilities Agreement

The Parties agree that the Facilities Agreement shall, with effect from the Effective Date, be amended as follows:

- (a) the words "(the **Arranger**)" in paragraph (4) of the Parties provision shall be deleted and replaced with the words "(the **Original Arranger**)";
- (b) the following shall be included as a new definition:

**"Amendment Agreement** means the amendment agreement entered into by, among others, the Obligors' Agent, the Agent and the Security Agent relating to certain amendments to the Facilities Agreement and the Upfront Fee Letter and implementing certain transfers of Commitments dated 29 July 2024.";

- (c) the following shall be included as a new definition:

**"Arranger** means the Original Arranger and each New Arranger."; and

- (d) the following shall be included as a new definition:

“*New Arranger* means each person which is a party to the Amendment Agreement as a New Arranger.”

## 2.2 Amended Upfront Fee Letter

Each of the New Arrangers, the Existing Arranger and the Company agrees that the Upfront Fee Letter shall, with effect from the Effective Date, be amended as follows:

- (a) the words “2.75 per cent.” in paragraph 1.1 of the Upfront Fee Letter shall be deleted and replaced with the words “3.00 per cent.”; and
- (b) the words “2.75 per cent.” in paragraph 2.1 of the Upfront Fee Letter shall be deleted and replaced with the words “3.00 per cent.”.

## 2.3 Continuation

- (a) On and from the Effective Date, the (i) Facilities Agreement and the amendments to the Facilities Agreement set out in this Agreement and (ii) Upfront Fee Letter and the amendments to the Upfront Fee Letter set out in this Agreement, shall (in each case) be read and construed as one document.
- (b) Except as otherwise provided in this Agreement, the Facilities Agreement, the Upfront Fee Letter and the other Finance Documents remain in full force and effect.
- (c) Save as expressly provided in this Agreement, nothing in this Agreement shall constitute or be construed as a waiver or compromise of any term or condition of the Finance Documents or of the rights of the Finance Parties in relation to the Finance Documents.
- (d) On and from the Effective Date:
  - (i) references in the Facilities Agreement to "this Agreement", "hereunder", "herein" and like terms or to any provision of the Facilities Agreement shall be construed as a reference to the Amended Facilities Agreement, or a provision of the Amended Facilities Agreement, as applicable; and
  - (ii) references in the Upfront Fee Letter to "this letter", "hereunder", "herein" and like terms or to any provision of the Upfront Fee Letter shall be construed as a reference to the Amended Upfront Fee Letter, or a provision of the Amended Upfront Fee Letter, as applicable.

## 3. REPRESENTATIONS

Subject to the provisions of clause 24.1 (*General*) and clause 4.3 (*Utilisations during the Certain Funds Period*) of the Amended Facilities Agreement, the Company (for itself and as agent for each other Obligor and the Parent, as applicable):

- (a) confirms to each Finance Party that, on the date of this Agreement and the Effective Date, the Repeating Representations are true; and
- (b) makes each Repeating Representation on the Effective Date as if references to the Facilities Agreement and Finance Documents were construed as references to this Agreement, the Amended Facilities Agreement and the Finance Documents (including the Amended Upfront Fee Letter),

in each case, applied to the facts and circumstances then existing.

#### 4. MANDATED LEAD ARRANGERS

- (a) The Parties acknowledge and agree that, with effect from the Effective Date:
  - (i) this Agreement shall take effect as an “Accession” by each New Arranger for the purpose of paragraph 3.2 (*MLABs*) of the Upfront Fee Letter, and each New Arranger shall accede to, and become an Additional MLAB under the Upfront Fee Letter; and
  - (ii) the Company appoints each New Arranger as a mandated lead arranger of the Facilities and each New Arranger shall become an Arranger under the Facilities Agreement.
- (b) The Existing Arranger, in its capacity as the “Original MLAB” and as an “MLAB” under the Upfront Fee Letter, confirms that it shall continue to comply with all of the obligations expressed to be assumed by the “Original MLAB” and an “MLAB” under the Upfront Fee Letter (including, but not limited to, pursuant to paragraphs 3.4 and 4.1 of the Upfront Fee Letter).
- (c) Each New Arranger, in its capacity as an “Additional MLAB” and as an “MLAB” under the Upfront Fee Letter:
  - (i) confirms that it shall comply with all obligations expressed to be assumed by an “Additional MLAB” and an “MLAB” under the Upfront Fee Letter (including, but not limited to, pursuant to paragraph 4.1 of the Upfront Fee Letter); and
  - (ii) agrees that, for the purpose of Clause 4.5 of the Upfront Fee Letter, it shall comply with the terms of the Syndication Protocol agreed between the Company and the Original Arranger.
- (d) For the purpose of the Upfront Fee Letter, the Company and the Existing Arranger agree that the Allocation Date shall be the same date as the Effective Date.

#### 5. TRANSFER BY NOVATION

##### 5.1 Transfer by novation

Subject to Clause 5.4(d) below, on the Effective Date (whether or not a Default is continuing) the Existing Lender shall transfer by novation all or part of its Commitment under the Initial Term Facility Loan and Initial Revolving Loan, and the portion of rights and obligations held by it under the Finance Documents corresponding to such transferred Commitments, in each case to the relevant New Lender(s), so that:

- (a) each New Lender will become a Lender under the Finance Documents with a Commitment as set out in the columns labelled "*Initial Term Facility Commitment (US\$)*" and "*Initial Revolving Facility Commitment (US\$)*" opposite its name in Schedule 2 (*Commitments with effect from the Effective Date*);
- (b) the Existing Lender's Commitment shall be reduced to the respective amount set out in the columns labelled "*Initial Term Facility Commitment (US\$)*" and "*Initial Revolving Facility Commitment (US\$)*" opposite its name in Schedule 2 (*Commitments with effect from the Effective Date*); and
- (c) each transfer by novation contemplated in this Clause 5.1 constitutes a Transfer.

##### 5.2 Procedure for transfer by novation

The transfer by novation set out in Clause 5.1 (*Transfer by novation*) shall take effect on the Effective Date so that:

- (a) to the extent that in Clause 5.1 (*Transfer by novation*) the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents, and in respect of its transferred Commitments only and subject to Clause 5.4(d) below and paragraph 3.4 of the Upfront Fee Letter, each of the Obligors, the Parent and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the *Discharged Rights and Obligations*);
- (b) each of the Obligors and the Parent and the New Lenders shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor or the Parent (as applicable) and the relevant New Lender have assumed and/or acquired the same in place of that Obligor, the Parent (as applicable) and the Existing Lender;
- (c) the Agent, the Security Agent, each Arranger, each New Lender, the other Lenders, the Issuing Bank, any relevant Ancillary Lender and the Hedge Counterparties shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had each New Lender been an Original Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer by novation and to that extent the Agent, the Existing Arranger, the Security Agent, the Issuing Bank, any relevant Ancillary Lender and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
- (d) each New Lender shall become a party to the Amended Facilities Agreement as a "Lender".

### **5.3 Amounts due on or before the Effective Date**

Any amounts payable to the Existing Lender by the Obligors or the Parent pursuant to any Finance Document (including all interest, fees and commission payable on the Effective Date) in respect of any period ending on or before the Effective Date shall be for the account of the Existing Lender and none of the New Lenders shall have any interest in, or any rights in respect of, any such amount.

### **5.4 Limitation of responsibility of Existing Lender and Existing Arranger**

- (a) Unless expressly agreed to the contrary, each of the Existing Lender and the Existing Arranger makes no representation or warranty and assumes no responsibility to the New Lenders and the New Arrangers for:
  - (i) the legality, validity, effectiveness, adequacy or enforceability of the Transaction Documents, the Transaction Security or any other documents;
  - (ii) the financial condition of the Target, any Obligor, the Parent or any Group Member;
  - (iii) the performance and observance by any Obligor, the Parent or any other Group Member of its obligations under the Transaction Documents or any other documents; or
  - (iv) the accuracy of any statements (whether written or oral) made in or in connection with the Transaction Documents or any other document,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender and New Arranger confirms to the Existing Lender, the Existing Arranger and the other Finance Parties and the Secured Parties that it:
- (i) has the power and authority to become a party to the Finance Documents and has taken all necessary action to authorise execution of this Agreement and has obtained all necessary approvals and consents to the assumption of its obligations under the Finance Documents;
  - (ii) has received a copy of the Facilities Agreement, the Upfront Fee Letter and this Agreement together with such other information as it has required in connection with this transaction;
  - (iii) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Target, each Obligor, the Parent and each Group Member and their related entities in connection with its participation in this Agreement and the Amended Facilities Agreement and has not relied exclusively on any information provided to it by the Existing Lender, the Existing Arranger or any other Finance Party in connection with any Transaction Document or the Transaction Security; and
  - (iv) will continue to make its own independent appraisal of the creditworthiness of each Obligor, the Parent and each Group Member and their related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Subject to paragraph (d) below, nothing in any Finance Document obliges the Existing Lender to:
- (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations transferred by novation under this Agreement; or
  - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor or the Parent of its obligations under the Transaction Documents or otherwise.
- (d) Notwithstanding any other provision of this Agreement, prior to the end of the Certain Funds Period:
- (i) the Existing Lender shall remain on risk and liable to fund any amount which any New Lender (or subsequent New Lender), following any Transfer pursuant to Clause 5.1 above is obliged to fund on any Utilisation Date, but has failed to fund on that date, as if such Transfer never occurred; and
  - (ii) each New Lender expressly acknowledges and confirms its obligations under paragraph (l) of the Clause 29.2 (*Conditions of Transfer*) of the Facilities Agreement and paragraph 4.1 of the Upfront Fee Letter.

For the avoidance of doubt, nothing in this Agreement shall release the Existing Lender from its obligations or liabilities under paragraph (l) of the Clause 29.2 (*Conditions of Transfer*) of the Facilities Agreement or paragraphs 3.4 or 4.1 of the Upfront Fee Letter.

## 5.5 Administrative details and KYC

- (a) Each New Lender has delivered to the Agent (i) its Facility Office details and address, fax number and attention details for the purposes of clause 37.2 (*Addresses*) and its email address for the purposes of clause 37.6 (*Electronic communication*) of the Amended

Facilities Agreement and (ii) its account details for payments to be distributed by the Agent to that New Lender under the Finance Documents.

- (b) Each of the Agent and Security Agent confirms that it has performed all necessary "*know your customer*" or other similar checks under all applicable laws and regulations in relation to such Transfer to the New Lenders, and hereby notifies each relevant Existing Lender and New Lender in accordance with clause 29.5(b) of the Amended Facilities Agreement.

## **5.6 Confirmation by the New Lenders**

- (a) On the Effective Date, each New Lender confirms that it is not a Sponsor Affiliate, a Defaulting Lender, a Conflicted Lender, a Non-Commercial Investor, the Parent, or a Group Member.
- (b) Each New Lender confirms its status for Dutch and UK tax purposes as set out in the table in Part II (*The New Lenders*) of Schedule 1 (*The Lenders*).
- (c) Other than a New Lender who has confirmed under Part II (*The New Lenders*) of Schedule 1 (*The Lenders*) of this Agreement that they are a UK Qualifying Lender (each a *New UKQL*), each New Lender confirms that it is able to provide a QPP Certificate, and shall, within 10 Business Days of the Effective Date, provide the Company with such completed QPP Certificate in accordance with clause 18.5 (*QPP Lender Certificate*) of the Amended Facilities Agreement. The parties agree that the obligation to provide a QPP Certificate in clause 18.5 of the Amended Facilities Agreement does not apply to any New UKQL. This is without prejudice to any other Lender's obligations under clause 18 (*Tax Gross-Up and Indemnities*) of the Amended Facilities Agreement.

## **6. CONSENTS AND WAIVERS**

- (a) The Company (for itself and as agent for each other Obligor and the Parent), the Existing Lender, the Existing Arranger, the New Arrangers, the Agent and the Security Agent each:
  - (i) consent to the New Lenders and New Arrangers becoming Lenders and Arrangers (as applicable); and
  - (ii) (save as provided otherwise under this Agreement) waive the requirements of clause 29 (*Changes to the Lenders*) of the Facilities Agreement for the purposes of this Agreement and for the transfer by way of novation effected pursuant to this Agreement.
- (b) Each New Lender and each New Arranger, by executing this Agreement, confirms, for the avoidance of doubt, that each of the Agent and the Security Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Arranger, or Lenders or Arrangers, in accordance with any Finance Document on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender and/or Existing Arranger would have been had it remained a Lender and/or Arranger (as applicable).
- (c) A New Lender shall be bound by any consent, waiver, election or decision given or made by the relevant Existing Lender in respect of the relevant interests and obligations under or pursuant to any Finance Document prior to the coming into effect of the relevant assignment or transfer to such New Lender.

- (d) A New Arranger shall be bound by any consent, waiver, election or decision given or made by the Existing Arranger in respect of the relevant interests and obligations under or pursuant to any Finance Document prior to it becoming an Arranger.
- (e) In relation to any assignment or transfer pursuant to clause 29 (*Changes to the Lenders*) of the Amended Facilities Agreement, each Party acknowledges and agrees that the Agent shall not be obliged to enquire as to the accuracy of any representation or warranty made by a New Lender in respect of its eligibility as a Lender.

## **7. MISCELLANEOUS**

### **7.1 Incorporation**

The provisions of clauses 37 (*Notices*), 39 (*Partial Invalidity*) and 41 (*Amendments and Waivers*) of the Facilities Agreement shall apply to this Agreement as though they were set out in full in this Agreement, except that references therein to "this Agreement" will be construed as references to this Agreement.

### **7.2 Counterparts**

This Agreement 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 this Agreement.

### **7.3 No amendment fee**

No consent, amendment or other fees shall be payable by any Group Member to any Finance Party in connection with this Agreement.

### **7.4 Conditions precedent**

Each New Arranger confirms that it is bound by the confirmations set out in "Project Hera – Conditions Precedent Satisfaction Letter" delivered to the Company by the Agent dated 2 July 2024.

## **8. GOVERNING LAW AND ENFORCEMENT**

### **8.1 Governing Law**

This Agreement is governed by the laws of Hong Kong.

### **8.2 Enforcement**

Clause 45 (*Enforcement*) of the Facilities Agreement shall apply to this Agreement as though it was set out in full in this Agreement, except that references therein to "this Agreement" will be construed as references to this Agreement.

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

**SCHEDULE 1  
THE LENDERS**

**Part I – The Existing Lender and Commitments Prior to the Effective Date**

Name of Existing Facility Lender	Initial Term Facility Commitment (US\$) before transfer	Initial Revolving Facility Commitment (US\$) before transfer
JPMorgan Chase Bank, N.A., acting through its Hong Kong branch	918,000,000	225,000,000
<b>Total</b>	<b>918,000,000</b>	<b>225,000,000</b>

**Part II – The New Lenders**

New Lender (Each in respect of the Commitments transferred to it set out in the relevant columns opposite its name in Schedule 2 <i>(Commitment with effect from the Effective Date)</i> )	Dutch Tax Status in respect of a Dutch Borrower	UK Tax Status in respect of a UK Borrower	HMRC DTTP Scheme Reference Number (if applicable) and Jurisdiction of Tax Residence
The Hongkong and Shanghai Banking Corporation Limited	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	99/H/358123/DTTP Hong Kong
HSBC Continental Europe	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	9/H/310721/DTTP France
Morgan Stanley Senior Funding, Inc.	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	13/M/227953/DTTP The United States of America
Barclays Bank PLC	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender (other than a UK Treaty Lender)	Not applicable

DBS Bank Ltd.	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	67/D/363894/DTTP Singapore
BNP Paribas, a public limited company (société anonyme) incorporated in the Republic of France with the liability of its members being limited and having its head office at 16 boulevard des Italiens, 75009 Paris, France and having a branch at 63/F Two International Finance Centre, 8 Finance Street in Hong Kong	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	5/B/255139/DTTP France
Crédit Agricole Corporate and Investment Bank, Hong Kong Branch (incorporated in France with limited liability)	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	5/C/222082/DTTP France
CITIBANK EUROPE PLC	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	12/C/355825/DTTP Ireland
DEUTSCHE BANK AKTIENGESELLSCHAFT, a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, local court of Frankfurt am Main, HRB no. 30,000, acting through its branch in Singapore (also known as Deutsche Bank AG, Singapore Branch)	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	7/D/70006/DTTP Germany
ING Bank N.V., London Branch	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender (other than a UK Treaty Lender)	Not applicable

MUFG Bank, Ltd., London Branch	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender (other than a UK Treaty Lender)	Not applicable
Natixis, Hong Kong Branch	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	5/N/243838/DTTP France
Nomura Singapore Limited	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	Not applicable
Standard Chartered Bank	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender (other than a UK Treaty Lender)	Not applicable
SMBC Bank International plc	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender (other than a UK Treaty Lender)	Not applicable
UBS AG Hong Kong Branch (UBS AG is incorporated in Switzerland with limited liability)	a Dutch Qualifying Lender (other than a Dutch Treaty Lender)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	6/U/00582/DTTP Switzerland
CTBC Bank Co., Ltd.	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	126/C/394098/DTTP Taiwan
Taipei Fubon Commercial Bank Co., Ltd.	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	126/T/377684/DTTP Taiwan

Bank SinoPac Company Limited	a Dutch Qualifying Lender by virtue of being a Dutch Treaty Lender (on the assumption that all procedural formalities have been completed)	a UK Qualifying Lender by virtue of being a UK Treaty Lender (on the assumption that all procedural formalities have been completed)	126/B/391823/DTTP Taiwan
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### Part III – The New Arrangers

The Hongkong and Shanghai Banking Corporation Limited
Morgan Stanley Senior Funding, Inc.
Barclays Bank PLC
DBS Bank Ltd.
BNP Paribas, a public limited company (société anonyme) incorporated in the Republic of France with the liability of its members being limited and having its head office at 16 boulevard des Italiens, 75009 Paris, France and having a branch at 63/F Two International Finance Centre, 8 Finance Street in Hong Kong
Crédit Agricole Corporate and Investment Bank, Hong Kong Branch (incorporated in France with limited liability)
Citibank, N.A., London Branch
DEUTSCHE BANK AKTIENGESELLSCHAFT, a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, local court of Frankfurt am Main, HRB no. 30,000, acting through its branch in Singapore (also known as Deutsche Bank AG, Singapore Branch)
ING Bank N.V., London Branch
MUFG Bank, Ltd., London Branch
Natixis, Hong Kong Branch
Nomura International (Hong Kong) Limited
Standard Chartered Bank
SMBC Bank International plc
UBS AG Hong Kong Branch (UBS AG is incorporated in Switzerland with limited liability)
CTBC Bank Co., Ltd.
Taipei Fubon Commercial Bank Co., Ltd.
Bank SinoPac Company Limited

**SCHEDULE 2**  
**COMMITMENTS WITH EFFECT FROM EFFECTIVE DATE**

Name of Lender	Initial Term Facility Commitment (US\$)	Initial Revolving Facility Commitment (US\$)
JPMorgan Chase Bank, N.A., acting through its Hong Kong branch	56,220,472.46	13,779,527.56
The Hongkong and Shanghai Banking Corporation Limited	30,118,110.23	7,381,889.77
HSBC Continental Europe	20,078,740.16	4,921,259.84
Morgan Stanley Senior Funding, Inc.	50,196,850.39	12,303,149.61
Barclays Bank PLC	50,196,850.39	12,303,149.61
DBS Bank Ltd.	80,314,960.63	19,685,039.37
BNP Paribas, a public limited company (société anonyme) incorporated in the Republic of France with the liability of its members being limited and having its head office at 16 boulevard des Italiens, 75009 Paris, France and having a branch at 63/F Two International Finance Centre, 8 Finance Street in Hong Kong	47,130,279.17	11,551,539.01
Crédit Agricole Corporate and Investment Bank, Hong Kong Branch (incorporated in France with limited liability)	47,130,279.17	11,551,539.01
CITIBANK EUROPE PLC	47,130,279.17	11,551,539.01
DEUTSCHE BANK AKTIENGESELLSCHAFT, a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, local court of Frankfurt am Main, HRB no. 30,000, acting through its branch in Singapore (also known as Deutsche Bank AG, Singapore Branch)	47,130,279.17	11,551,539.01
ING Bank N.V., London Branch	47,130,279.17	11,551,539.01
MUFG Bank, Ltd., London Branch	47,130,279.17	11,551,539.01
Natixis, Hong Kong Branch	47,130,279.17	11,551,539.01
Nomura Singapore Limited	47,130,279.17	11,551,539.01
Standard Chartered Bank	47,130,279.17	11,551,539.01
SMBC Bank International plc	47,130,279.17	11,551,539.01
UBS AG Hong Kong Branch (UBS AG is incorporated in Switzerland)	47,130,279.17	11,551,539.01

<b>Name of Lender</b>	<b>Initial Term Facility Commitment (US\$)</b>	<b>Initial Revolving Facility Commitment (US\$)</b>
with limited liability)		
CTBC Bank Co., Ltd.	40,157,480.31	9,842,519.69
Taipei Fubon Commercial Bank Co., Ltd.	40,157,480.31	9,842,519.69
Bank SinoPac Company Limited	32,125,984.25	7,874,015.75
<b>Total</b>	<b>918,000,000</b>	<b>225,000,000</b>

**SIGNATURES**

**THE COMPANY**

**for itself and as agent for the other Obligors and the Parent**

**HOUTING B.V.**

\_\_\_\_\_  
Name:

Title:



**THE EXISTING ARRANGER**

**JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH, A NATIONAL BANKING ASSOCIATION ORGANISED UNDER THE LAWS OF THE UNITED STATES OF AMERICA WITH LIMITED LIABILITY**



**THE EXISTING LENDER**

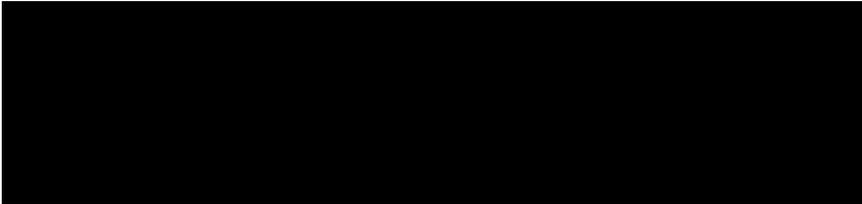
**JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH, A NATIONAL BANKING ASSOCIATION ORGANISED UNDER THE LAWS OF THE UNITED STATES OF AMERICA WITH LIMITED LIABILITY**



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**THE NEW ARRANGER**

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED**

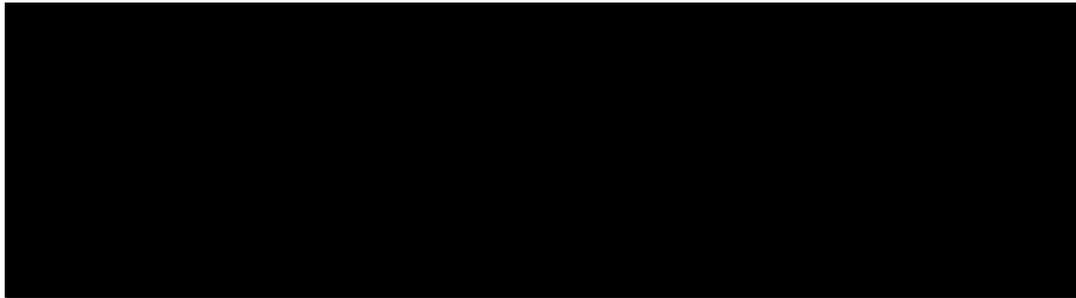


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**THE NEW ARRANGER**

**MORGAN STANLEY SENIOR FUNDING, INC.**

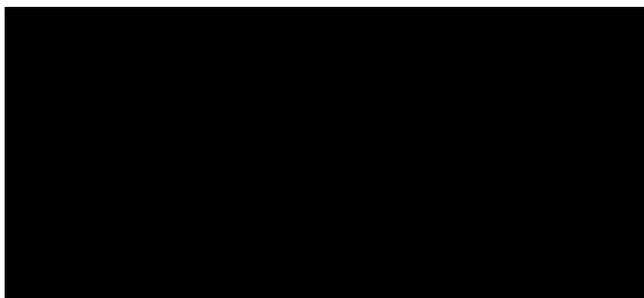


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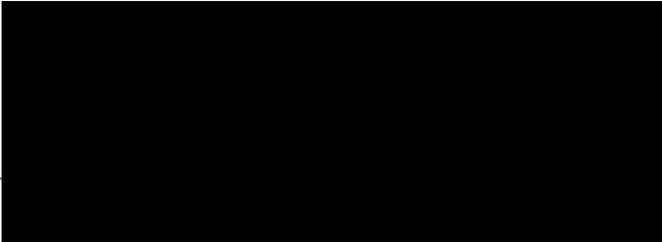
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**THE NEW ARRANGER**

**BARCLAYS BANK PLC**

**(a public limited company incorporated in England and Wales with limited liability)**



Address:

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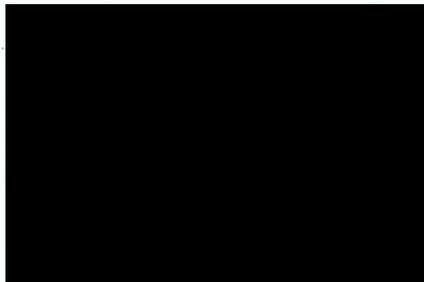
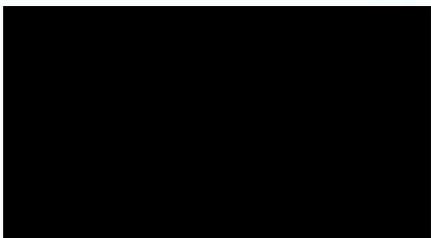
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**THE NEW ARRANGER**

**DBS BANK LTD.**

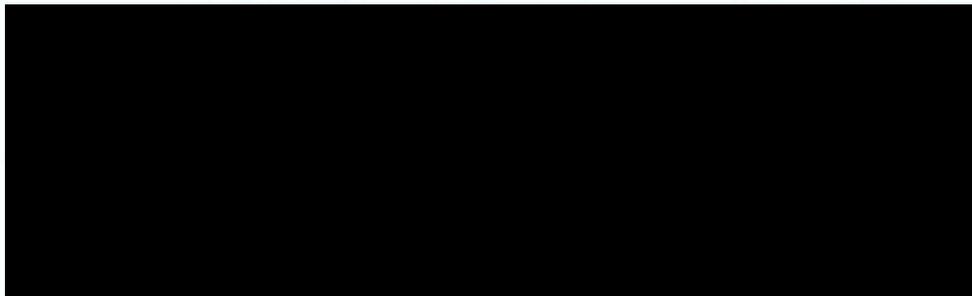


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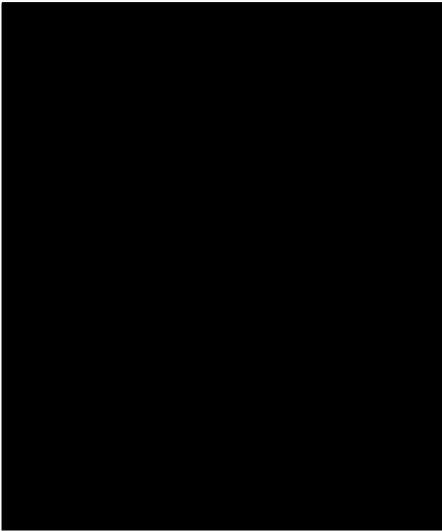
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**THE NEW ARRANGER**

**BNP PARIBAS**



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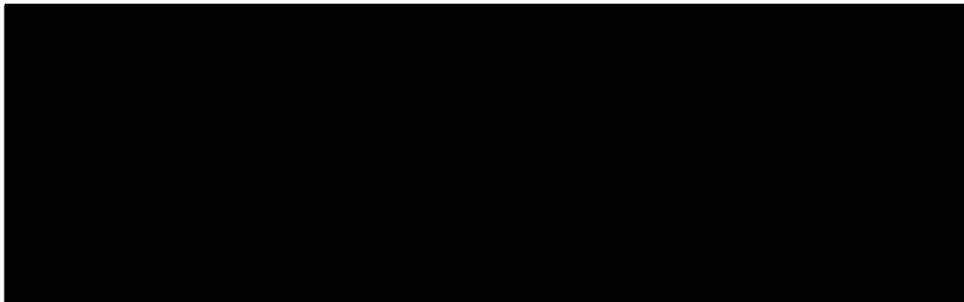
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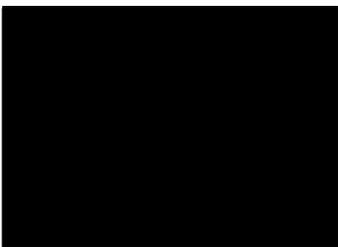
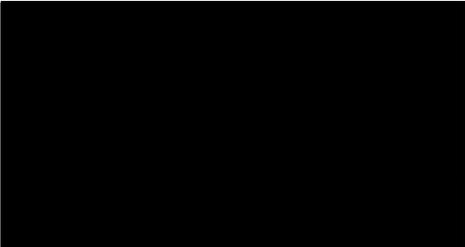
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**THE NEW ARRANGER**

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, HONG KONG BRANCH**  
**(incorporated in France with limited liability)**

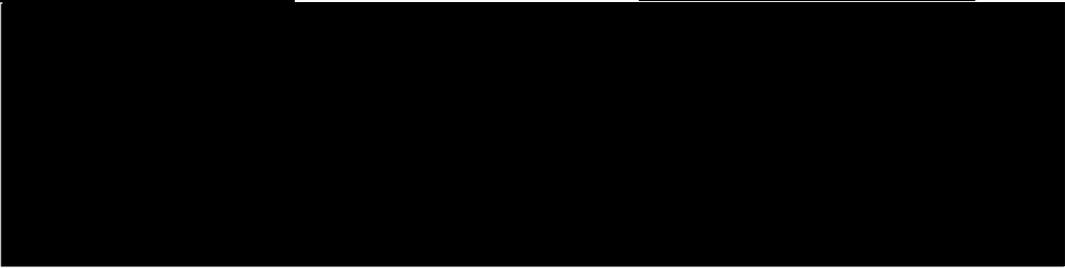


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**THE NEW ARRANGER**

**CITIBANK, N.A., LONDON BRANCH**

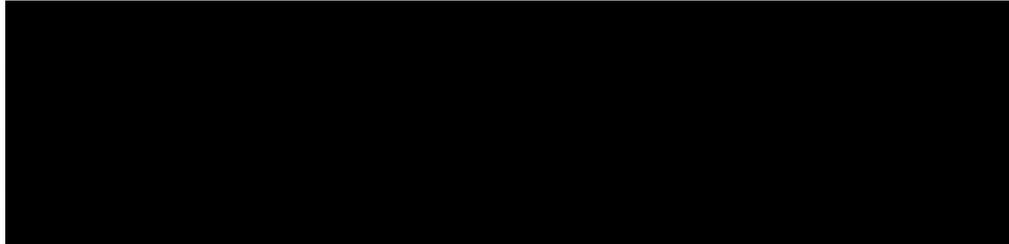


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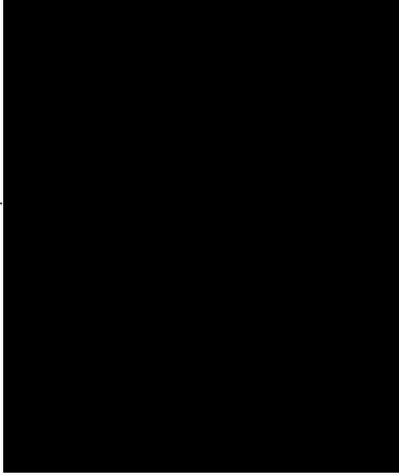
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**THE NEW ARRANGER**

**DEUTSCHE BANK AKTIENGESELLSCHAFT, a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, local court of Frankfurt am Main, HRB no. 30,000, acting through its branch in Singapore (also known as Deutsche Bank AG, Singapore Branch)**



Address:

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Email:



**THE NEW ARRANGER**

**ING BANK N.V., LONDON BRANCH**



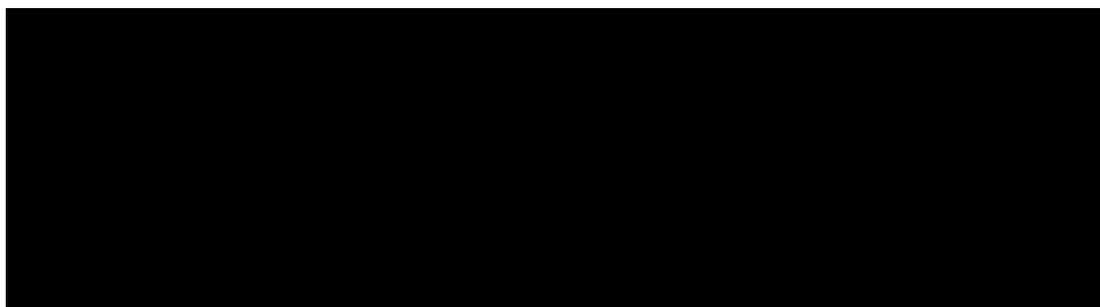
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**THE NEW ARRANGER**

**MUFG BANK, LTD., LONDON BRANCH**

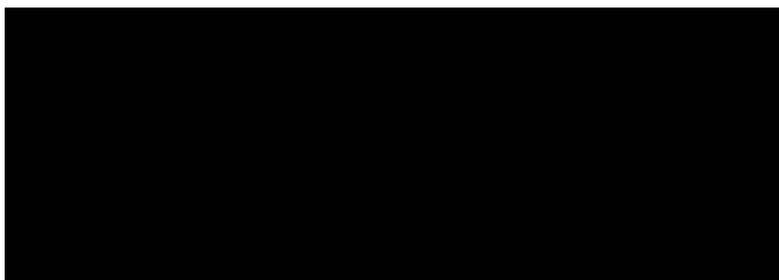


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**THE NEW ARRANGER**

**NATIXIS, HONG KONG BRANCH**



Address:

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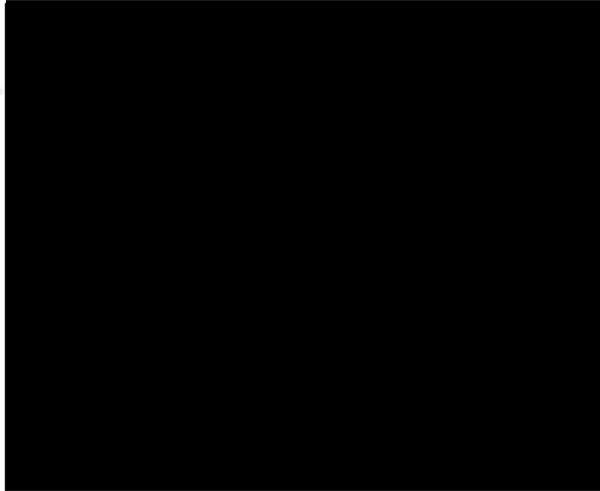
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**THE NEW ARRANGER**

**NOMURA INTERNATIONAL (HONG KONG) LIMITED**

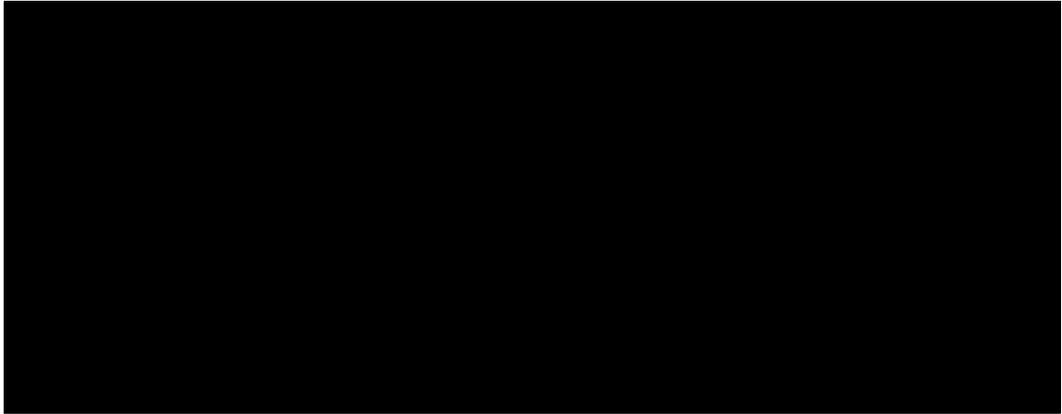


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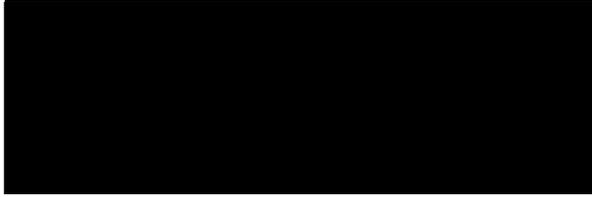
Email:



SFC CE Number: AAF742, a corporation licensed under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the SFO) and permitted to carry out Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities (as defined under the SFO), with its registered office address at 30/F Two International Finance Centre, 8 Finance Street, Central, Hong Kong

**THE NEW ARRANGER**

**STANDARD CHARTERED BANK**

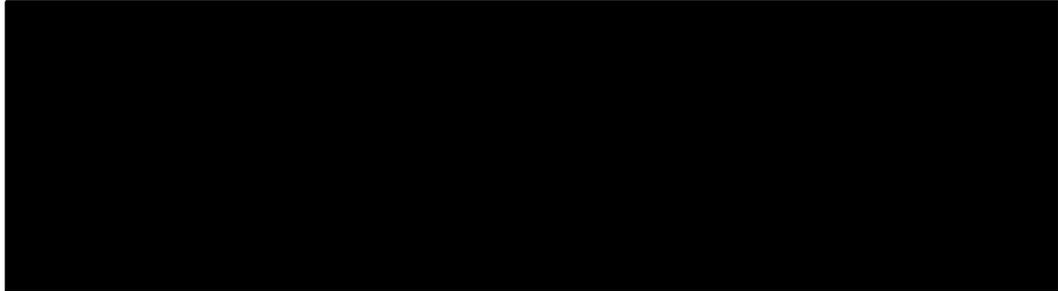


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**THE NEW ARRANGER**

**SMBC BANK INTERNATIONAL PLC**

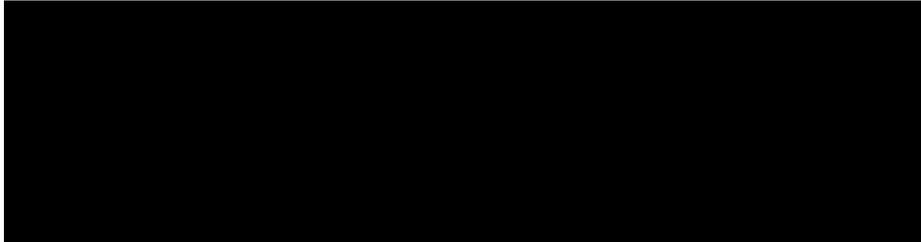


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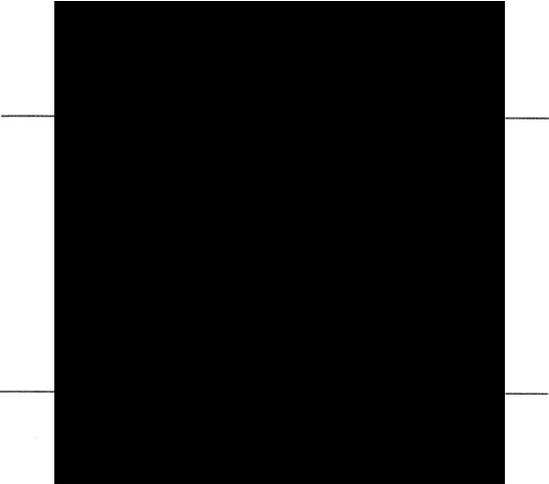
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**THE NEW ARRANGER**

**UBS AG HONG KONG BRANCH (UBS AG is incorporated in Switzerland with limited liability)**

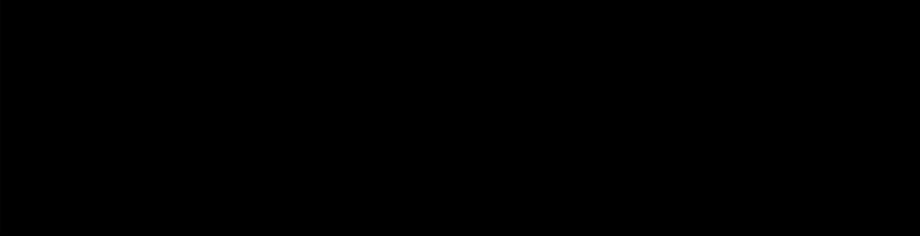


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**THE NEW ARRANGER**

**CTBC BANK CO., LTD.**



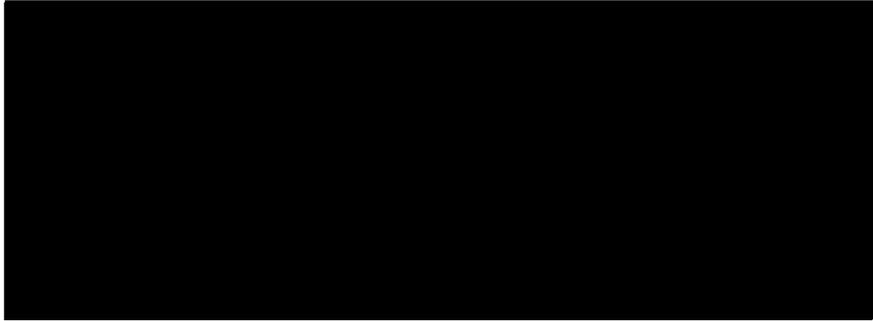
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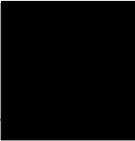
Telephone:

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**THE NEW ARRANGER**

**TAIPEI FUBON COMMERCIAL BANK CO., LTD.**



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Address:

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**THE NEW ARRANGER**

**BANK SINOPAC COMPANY LIMITED**

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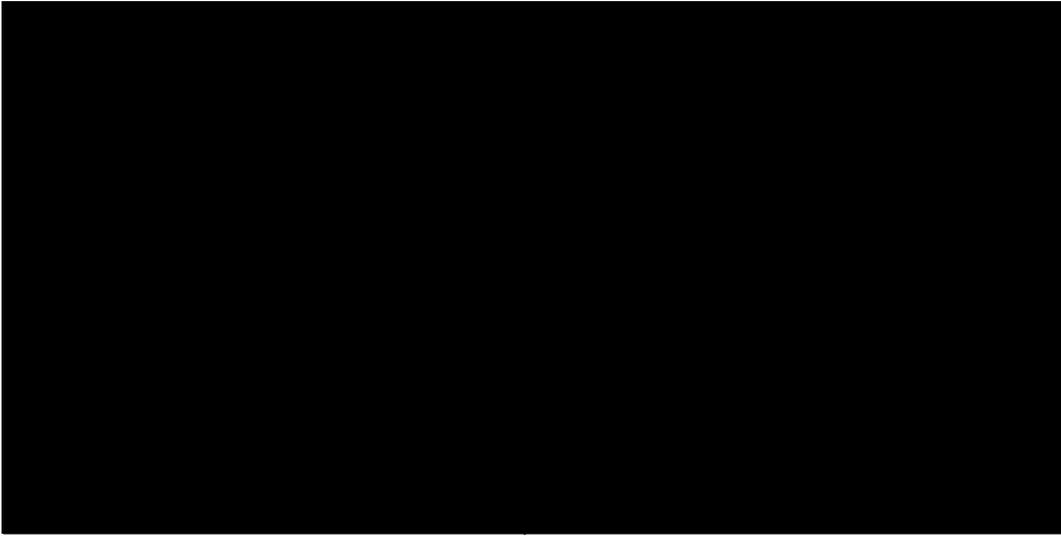
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**THE NEW LENDER**

**THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED**



Address:

Attention:

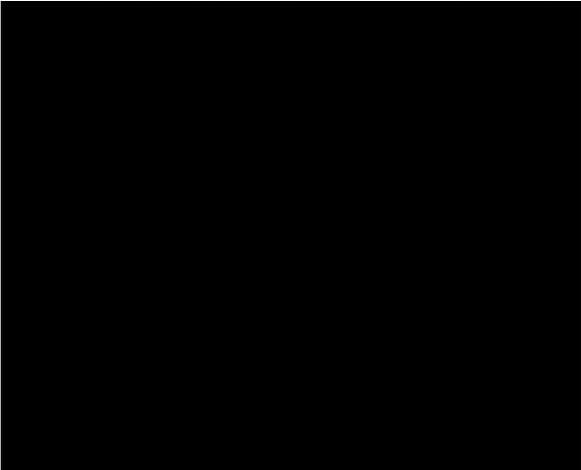
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THE NEW LENDER

HSBC CONTINENTAL EUROPE

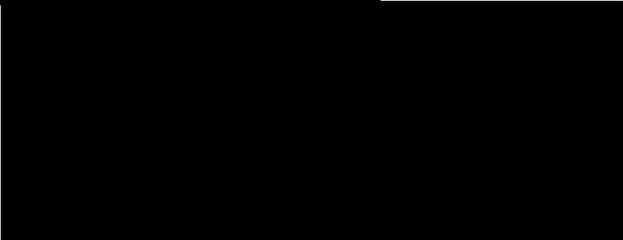


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**THE NEW LENDER**

**HSBC CONTINENTAL EUROPE**

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Address:



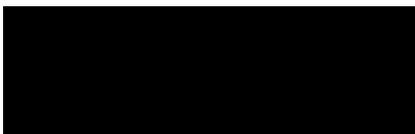
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**THE NEW LENDER**

**MORGAN STANLEY SENIOR FUNDING, INC.**

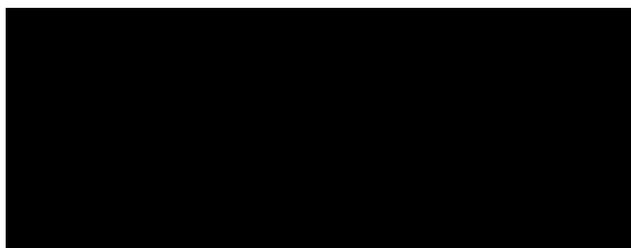


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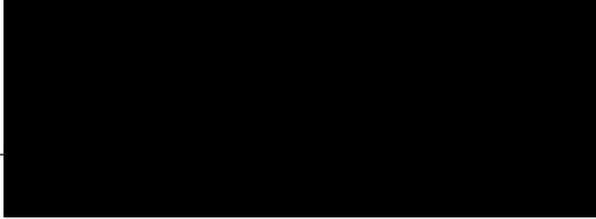
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**THE NEW LENDER**

**BARCLAYS BANK PLC**

**(a public limited company incorporated in England and Wales with limited liability)**

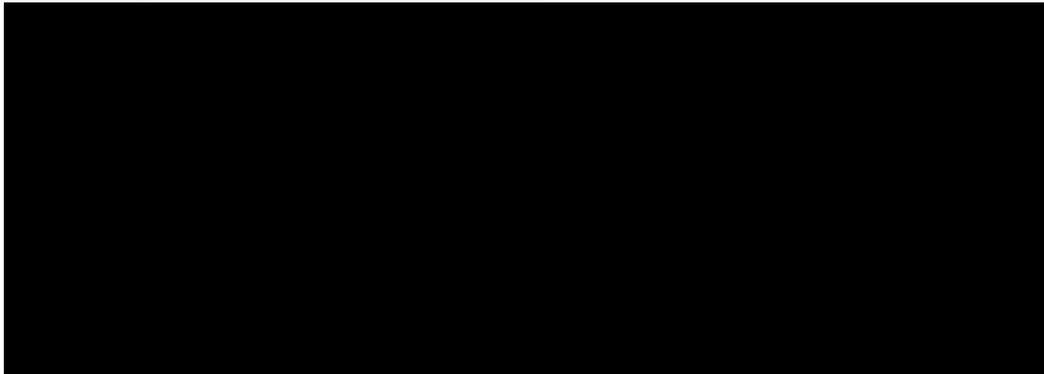


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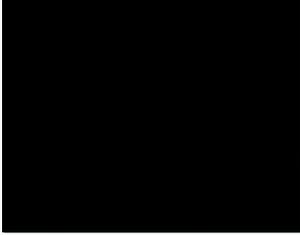
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**THE NEW LENDER**

**DBS BANK LTD.**



Address:

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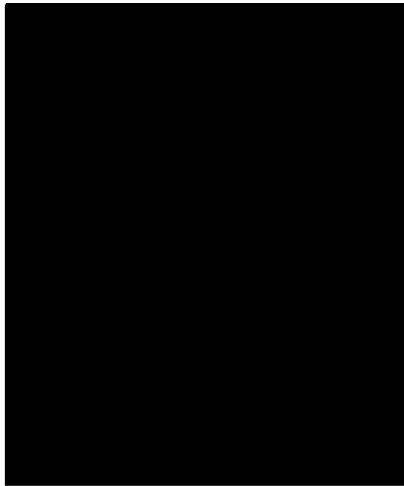
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**THE NEW LENDER**

**BNP PARIBAS**



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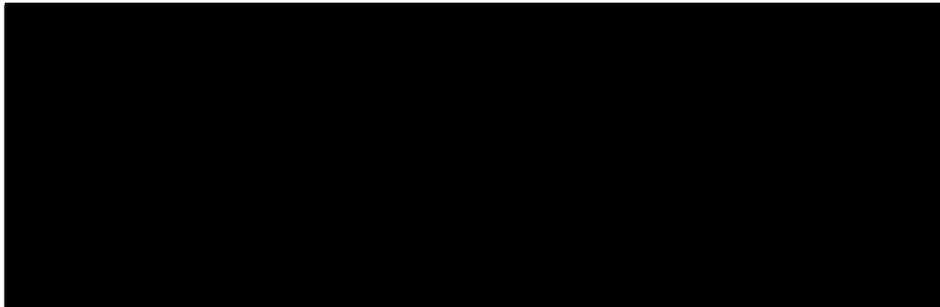
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**THE NEW LENDER**

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, HONG KONG BRANCH**  
**(incorporated in France with limited liability)**



Address:

Attention:

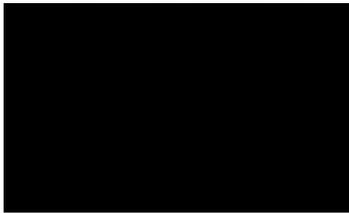
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**THE NEW LENDER**

**CITIBANK EUROPE PLC**

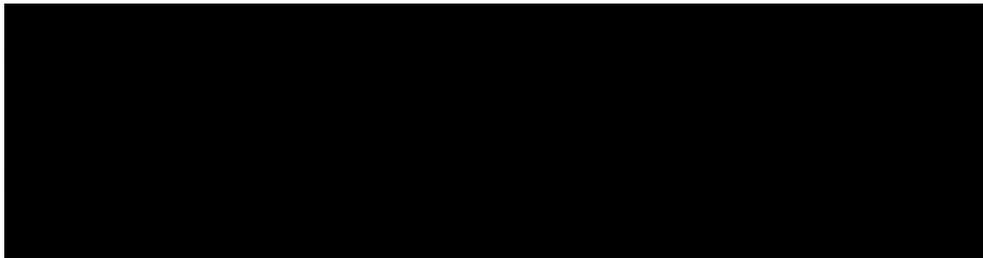


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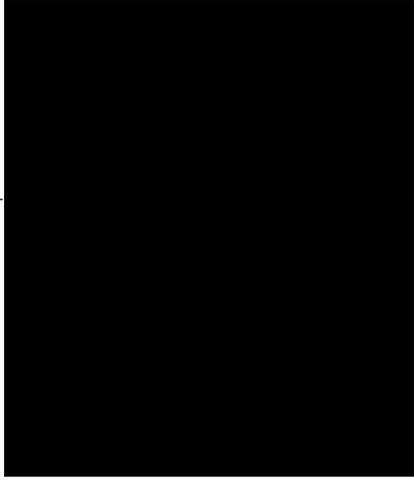
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**THE NEW LENDER**

**DEUTSCHE BANK AKTIENGESELLSCHAFT, a joint stock corporation with limited liability incorporated in the Federal Republic of Germany, local court of Frankfurt am Main, HRB no. 30,000, acting through its branch in Singapore (also known as Deutsche Bank AG, Singapore Branch)**

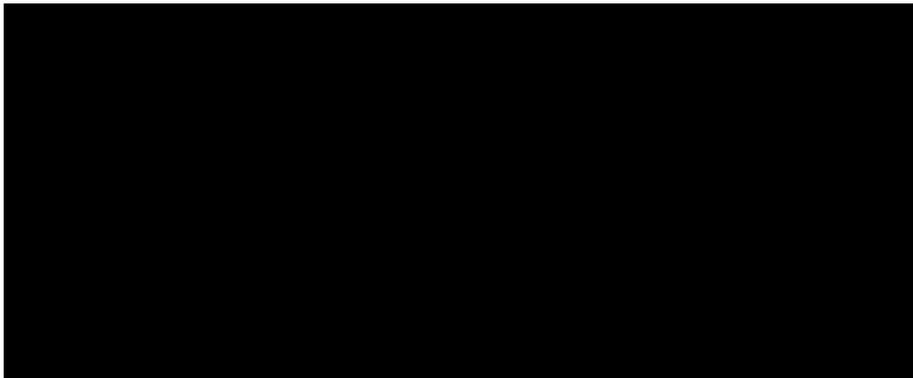


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**THE NEW LENDER**

**ING BANK N.V., LONDON BRANCH**

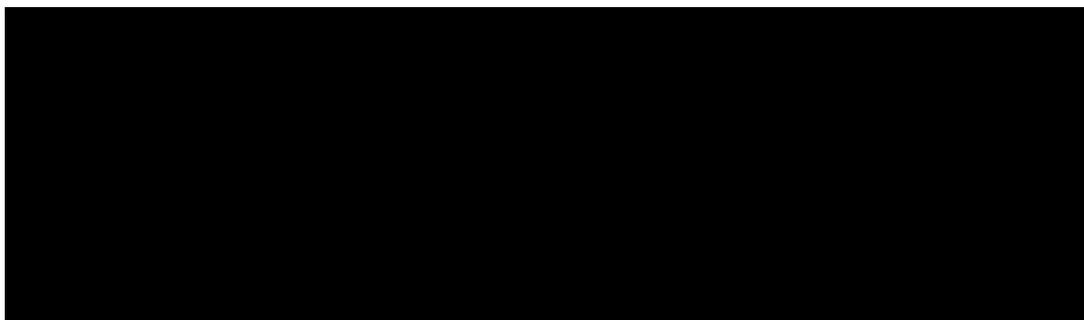


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**THE NEW LENDER**

**MUFG BANK, LTD., LONDON BRANCH**

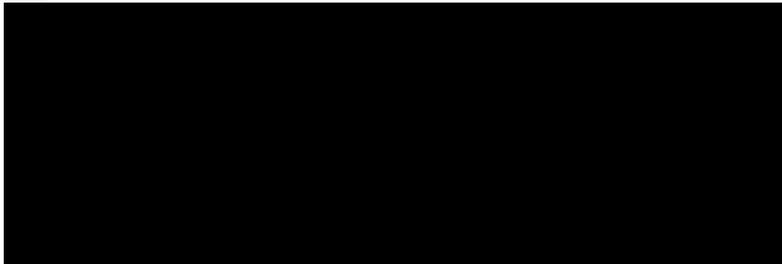


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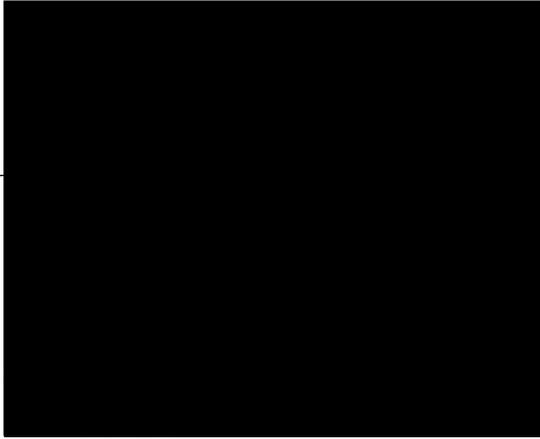
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**THE NEW LENDER**

**NATIXIS, HONG KONG BRANCH**

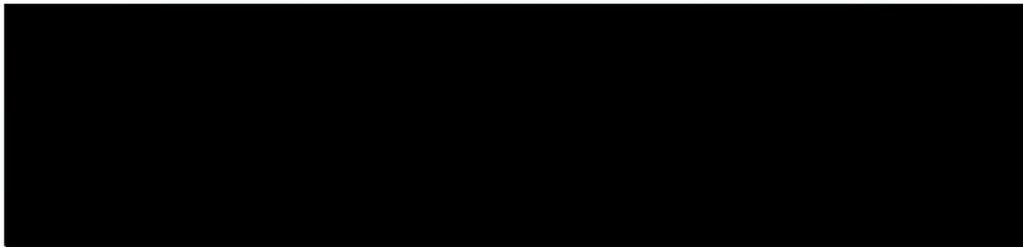


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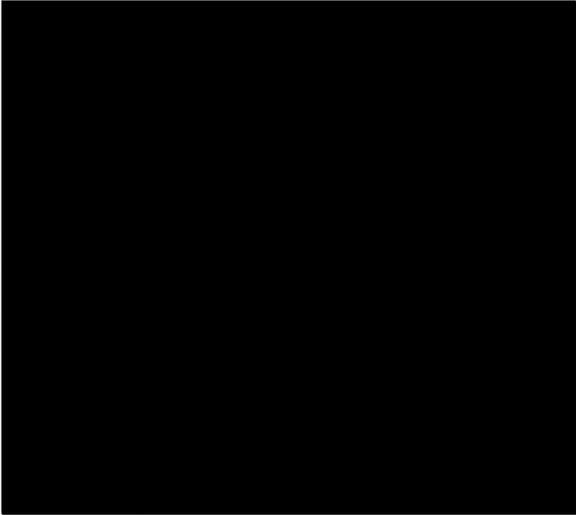
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**THE NEW LENDER**

**NOMURA SINGAPORE LIMITED**



Address:

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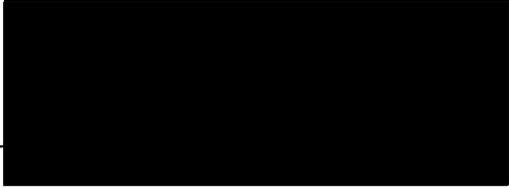
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**THE NEW LENDER**

**STANDARD CHARTERED BANK**

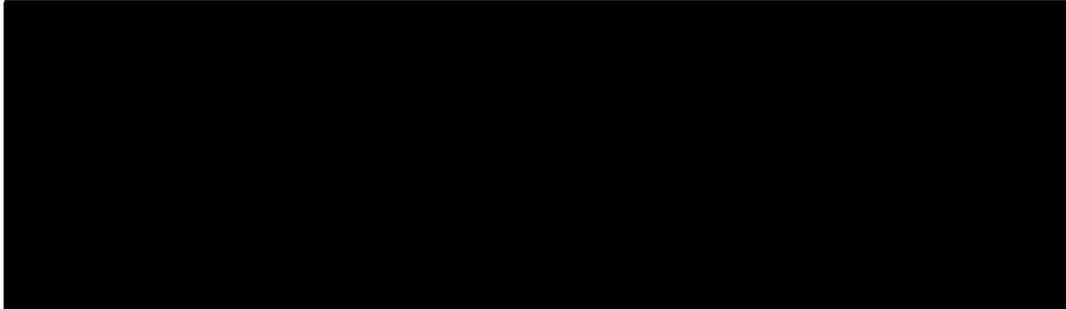


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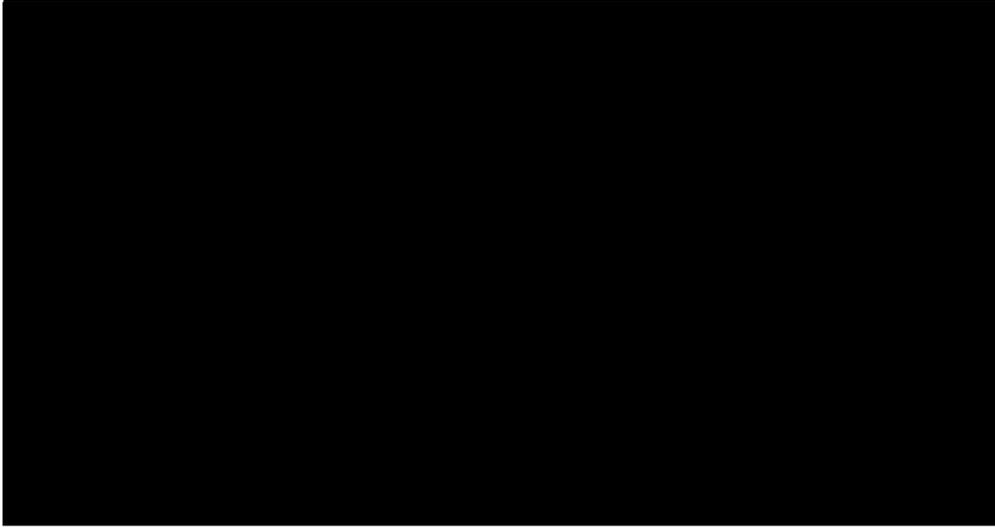
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**THE NEW LENDER**

**SMBC BANK INTERNATIONAL PLC**



Address:

Attention:

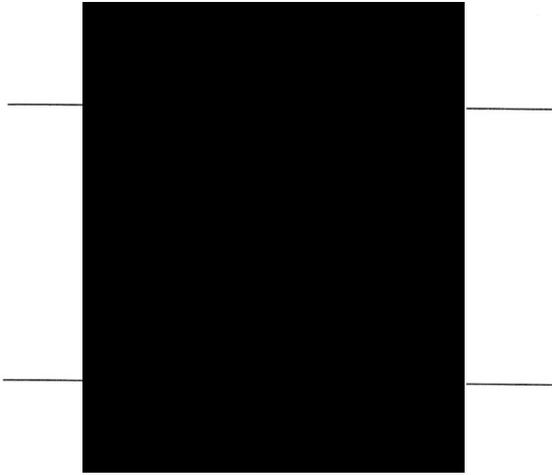
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**THE NEW LENDER**

**UBS AG HONG KONG BRANCH (UBS AG is incorporated in Switzerland with limited liability)**

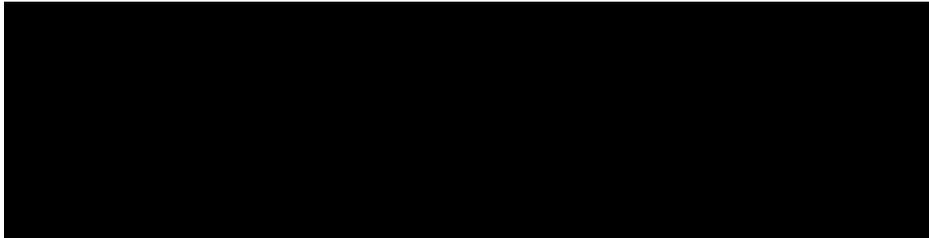


Address:

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**THE NEW LENDER**

**CTBC BANK CO., LTD.**



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Address:

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**THE NEW LENDER**

**TAIPEI FUBON COMMERCIAL BANK CO., LTD.**



Address:

Attention:

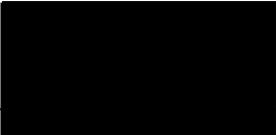
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**THE NEW LENDER**

**BANK SINOPAC COMPANY LIMITED**

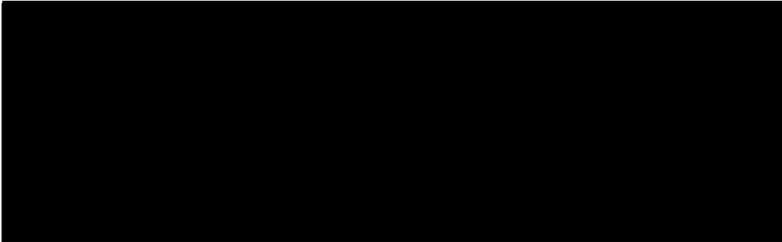
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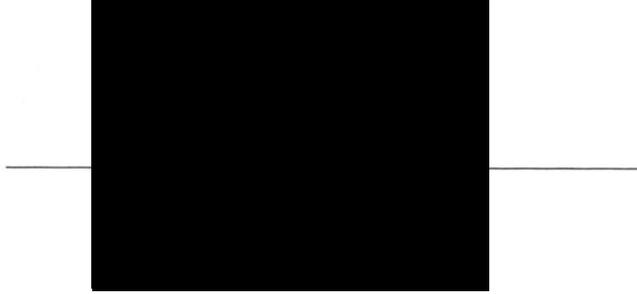
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**THE AGENT**

**JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH, A NATIONAL BANKING ASSOCIATION ORGANISED UNDER THE LAWS OF THE UNITED STATES OF AMERICA WITH LIMITED LIABILITY**



**THE SECURITY AGENT**

Signed by for and on behalf of

**GLAS TRUST CORPORATION LIMITED**



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