

KOREA
**Financial Institution Agreement for Promotion of Company
Restructuring**
(Abbreviation: Company Restructuring Agreement)

Chapter I General Provisions

Article 1 (Purpose)

The purpose of this Agreement (the "Agreement") is to facilitate the efficient workout of a credit transaction company and to promote the soundness of financial institution assets through a substantial assistance between financial institutions (change in terminology is made on August 14, 1998).

Article 2 (Definition of Terms)

As used herein the following terms shall have the meanings set forth below.

1. "Creditor Financial Institutions" shall mean the financial institutions that has entered into this Agreement and has claims against the Related Company (as defined with below).
2. "Workout" shall mean procedures adopted to promote the financial soundness of the Related Company through additional financing, release of mutual guaranties, capital reductions, selection of areas of business concentration, foreign capital inducement, and restructuring of obligations, including but not limited to, conversion of loans into contributions, conversion of short-term loans into long-term or medium-term loans, the suspension of repayments of loan principal and interest accrued thereon, reductions or exemptions for interests, and exemptions for obligations.
3. "Related Company" shall mean a company for which the Creditor Financial Institutions agree to jointly carry out a Workout program pursuant to the terms of this Agreement.
4. "Claim" shall include loans, guarantees and other claims on a financial institution's balance sheet for which the Creditor Financial Institution may demand payment from the Related Company; provided, however, that by a resolution of the Board of the Creditor Financial Institutions any, or all, rights to demand performance of guaranty obligations from the Related Company may be included in the Claim. (amended on October 1, 1998)
5. "Claim Amount" shall mean a claim amount on the date immediately preceding the date on which notice is provided for a meeting of the Board of the Creditor Financial Institutions. (amended on August 14, 1998)

Chapter II Financial Institution Agreement Administrative Committee

Article 3 (Purpose)

A Financial Institution Agreement Administrative Committee (the "Administrative Committee") shall be established to implement this Agreement.

Article 4 (Organization)

4.1 The Administrative Committee shall have approximately ten committee members who will be financial institution's representatives appointed by the financial institutions that have entered into this Agreement.

4.2 The Chairman of the Administrative Committee shall, in principle, be selected from among the Administrative Committee members pursuant to an amicably reached consensus thereof.

4.3 The term of office for the Chairman and each of the committee members shall be one (1) year, and may be renewed.

Article 5 (Authority)

5.1 The Administrative Committee shall be authorized to do the following:

(1) Appoint of the Chairman and the members of the Company Restructuring Committee (as defined below);

(2) Make decisions related to the amendment or termination of this Agreement;

(3) Make decisions related to operating expenditures and settlement thereof for the Company Restructuring Committee (as defined below); and

(4) Make decisions related to implementation of this Agreement

5.2 Decisions reached pursuant to items (1) and (2) above shall be rendered ineffective if they are not ratified by three-fourths or more of the financial institutions that have entered into this Agreement within ten (10) days of the date of the relevant decision.

Article 6 (Adoption of Resolutions by the Administrative Committee)

Resolutions of the Administrative Committee shall be adopted by the affirmative vote of two-thirds or more of the committee members present at a meeting where two-thirds or more of the total number of committee members are in attendance.

Chapter III Company Restructuring Committee

Article 7 (Purpose)

In order to efficiently carry out the Workout and mediate any disagreements between the Creditor Financial Institutions, the Company Restructuring Committee (the "Committee") shall be established.

Article 8 (Organization)

8.1 The Committee shall have one

(1) Chairman and about six (6) committee members appointed by the Administrative Committee, from among any of the following: (1) Persons who have ten (10) years or more experience in management of a financial institution or management in other fields relating to the finance;

(2) Certified public accountants, lawyers, or persons who have special expertise in company restructuring and are employed in a credit appraisal company or a research institution relating to financial institutions; or

(3) Experts who have three (3) years or more experience in company restructuring.

8.2 The Chairmanship shall be a standing position and the ordinary committee membership shall be non-standing positions.

8.3 The term of office for the Chairman and the members of the Committee shall be one (1) year, but may be renewed.

Article 9 (Authority)

9.1 The Committee shall be authorized to do the following:

- (1) Mediate disagreement over the possibility of recovery for the Related Company that the Creditor Financial Institution has requested;
- (2) Mediate disagreements on the Workout promotion plan for a recoverable company that the Creditor Financial Institution has requested;
- (3) Dispose of disputes involving the violation of the Committee's mediation opinion and/or breach of items separately agreed to among the Creditor Financial Institutions; and
- (4) Construe this Agreement and suggest amendments or termination hereof.

9.2 In the course of mediating any disagreements referred to in Article 9.1 (2) above, when it is deemed necessary in the Committee's discretion, to change any Workout promotion plans that the Creditor Financial Institutions have not requested the Committee may submit its mediation opinion as if such had been requested by Creditor Financial Institutions.

Article 10 (Request for Mediation)

10.1 Any of the Creditor Financial Institutions may request mediation from the Committee, if they fail to agree after three (3) negotiations through the Board of the Creditor Financial Institutions: provided that, such three (3) negotiations are required for mediation requests, except those that the Committee recognizes to be unavoidable. (amended on October 1, 1998)

10.2 Requests for mediation shall be made to the Committee by the financial institution managing the Board of Creditor Financial Institution. Such request shall be submitted together with the written statement of purpose and contents and the result of the Board's meeting at the time of the request for the mediation.

Article 11 (Mediation Procedure)

11.1 Upon the receipt of the request for mediation from the Creditor Financial Institution, the Committee shall commence mediation proceedings as soon as practical.

11.2 The Committee may cause a relevant officer of the Creditor Financial Institution to be present at the Committee's meetings, and may express any its opinions that may be necessary for the mediation.

11.3 The Committee may cause a managing group of the Related Company to be present at the meeting of the Committee and to express their opinion for the self-restructuring plan and the normalization of management, when deemed necessary.

11.4 In connection with the mediation opinion, the Committee may ask an independent expert institution for advice when deemed necessary, in which case the consulting fee and expenditures shall be paid by each of the Creditor Financial Institutions according to their respective portion of the Claim Amount against the Related Company.

Article 12 (Notice of Mediation Opinion)

12.1 The Committee shall give a written mediation opinion to all of the Creditor Financial Institutions and their supervisory authorities within one (1) month of the receipt of the request for mediation; provided that, if there are reasonable grounds, the notice period may be extended by up to one (1) month by resolution of the Committee.

12.2 When deemed necessary the Committee may ask the authorities supervising the related Creditor Financial Institutions for enforcement of the mediation.

Article 13 (Executive Office)

13.1 The Committee may establish an Executive Office.

13.2 The Executive Office shall have ten (10) or fewer executive committee members and office clerks.

13.3 The Chairman shall appoint the executive committee members and office clerks.

Article 13-1 (Business of Executive Office)

13-1.1 The Executive Office shall do the following:

- (1) Collect and review materials, records, manage documents and other activities necessary for the purpose of the efficient business;
- (2) Make public, train and advise for the Workout;
- (3) Convene meetings of the Board of the Creditor Financial Institution, establish the Board's agenda, and discuss the Workout promotion plan;
- (4) Examine the performance situation of the Creditor Financial Institution's separate agreement and the Committee's mediation; and
- (5) Act other activities deemed necessary for the Workout.

13-1.2 For the purpose of the performance of the above, the Executive Office, when deemed necessary, may ask the Creditor Financial Institutions for their assistance, and the Creditor Financial Institutions shall assist the Executive Office unless there are other reasonable grounds. (amended on August 14, 1998)

Article 14 (Adoption of Resolution in Executive Office)

Resolutions of the Executive Office shall be adopted by an affirmative vote of two-thirds or more of the committee members present at a meeting where two-thirds or more of the total number of the committee members are in attendance.

Chapter IV Separate Agreement Between Creditor Financial Institutions

Article 15 (Board of Creditor Financial Institution)

15.1 When, in connection with the Workout, assistance between the Creditor Financial Institutions is necessary, the Board of Creditor Financial Institutions (the "Board") shall be composed of the Creditor Financial Institutions of the Related Company.

15.2 The major creditor bank (or bank which lent the largest amount of money, if there is no major creditor bank) (the "Supervisory Bank") shall manage the organization and operation of the Board.

15.3 A Creditor Financial Institution other than the Supervisory Bank may, on its own or together with other Creditor Financial Institutions, request the Supervisory Bank to convene a meeting of the Board. Upon such request of the Supervisory Bank a meeting of the Board shall be convened without delay; provided, however, that the meeting of the Board shall be convened to only if the Creditor Financial Institution requesting the meeting has a Claim Amount exceeding one-fourth of the total Claim Amount of all the Creditor Financial Institutions against the Related Company. In that case notwithstanding item 5 of Article 2, such Claim Amount may be the Claim Amount on the current date as proven by the Company Credit Information of the Korea Federation of Banks.

15.4 The Supervisory Bank shall convene the first meeting of the Board within ten (10) days of notice therefor.

15.5 The Supervisory Bank may decide whether the recovery of the Related Company is possible. They also determine the Workout promotion plan for companies with the possibility of being salvaged and other matters in connection therewith (i.e. the decision on the period in which the right to exercise a claim is suspended, as described in Article 18.4). (amended on August 14, 1998)

15.6 When necessary for smooth discussions between the Creditor Financial Institutions, the Supervisory Bank may ask the Committee for advice.

15.7 The Creditor Financial Institution may request the Related Company's collect a letter of commitment for the extended maturity date of a credit held by a financial institution that has not entered into this Agreement. Such financial institution shall be deemed to be the Creditor Financial Institution which is party hereto.

15.8 Resolutions of the Board shall be adopted by the affirmative vote of the Creditor Financial Institutions having three-fourths or more of the Claim on the basis of the Claim Amount.

15.9 In case a guaranty is included in the Claim under the proviso of item 4 of Article 2, the financial institution holding the guaranty shall be deemed, as the Creditor Financial Institution of the Related Company, to agree with these matters resolved by the Board.

Article 16 (Operation Committee)

16.1 The Supervisory Bank, under the consent of the Board, may establish an Operations Committee composed of the representatives of the Creditor Financial Institutions.

16.2 The Operations Committee shall determine the number of its committee members.

16.3 The Operations Committee shall do all items in connection with the matters decided by the Board and other matters assigned from the Board.

16.4 Resolutions of the Operations Committee shall be adopted by an affirmative vote of two-thirds or more of the committee members present at a meeting where two-thirds or more of the total number of the members are in attendance.

Article 17 (Application to other Affiliate Company)

17.1 When deemed necessary to determine whether another affiliate company of the Related Company shall be subject to the Workout, a Board may be established for each such affiliate company.

17.2 The major creditor bank of an affiliate company group shall supervise the Board referred to the above paragraph.

17.3 The major creditor banks shall manage each Board for an affiliate company, and the major creditor bank of the affiliate company group shall administer the overall affairs thereof.

17.4 The matters referred to in Article 17.1 above shall be determined by the affirmative vote of the Creditor Financial Institution holding a majority of the Claims against the related affiliate company.

17.5 In an event where the affiliate company is determined to be subject to the Workout, then the Supervisory Bank over the Board for the Related Company shall convene the first meeting of the Board within ten (10) days of the determinate date.

Article 18 (Suspension of Claim Exercise)

18.1 Upon notice of the convening of a meeting of the Board under Article 15.4, the Creditor Financial Institution shall suspend exercise of its claim, including the demand of repayment and its right to demand performance of guaranties against the Related Company, except regarding the restoration of notes exchange for interrupting prescription or the set-off against a collateral deposit that the Creditor Financial Institution acquired prior to such notice.

18.2 In the period in which the right to exercise a claim is suspended, as described in Article 18.1 above, even if the notes and checks issued for financing by the Related Company are not honored, suspension of the transaction as provided for under Article 78 (Disposition of Transaction Suspension) of the Clearing-House Regulation shall not be made.

18.3 In the period in which the right to exercise a claim is suspended, as described in Article 18.1 above, the Related Company whose transaction is not suspended in accordance with Article 18.2 above shall have its suspended registration under Article 10 (Person of Bad Credit Information) of the Credit Information Exchange Management Regulation of Financial Institution, and even if interest is unpaid, the unpaid interest shall not be deemed to be default interest.

18.4 In consideration of the scale of the Related Company and the number of the Creditor Financial Institutions, etc., the Board, at its first meeting thereof, shall determine the period for which the claim exercise shall be suspended, such period shall not exceed one (1) month (or three (3) months, if due diligence is necessary) from the beginning date of the suspension period, and such period may be extended up to one (1) month only, and only one time.

18.5 In the period in which the right to exercise a claim is suspended, as described in preceding paragraph, should the Committee receive a request for mediation, such suspension period shall be deemed to be extended up to the date of notice of the mediation decision under Article 12.1.

18.6 In the event that notice for convening meetings of the Board is given as set forth in Article 17.5, the provisions of Paragraph 1 to 5 in this Article shall apply: provided, however, that if a company is determined not to be subject to the Workout, the foregoing provisions shall apply.

Chapter V Supplementary Provisions

Article 19 (Operations Expenditures of the Committee)

19.1 The Committee shall obtain the prior consent of the Operations Committee for the annual amount of the operating expenditure for the Committee, and shall prepare the

guidelines for expenditure payment and pay in accordance therewith.

19.2 The operating expenditure for the Committee shall be paid by each of the Creditor Financial Institutions according to their respective portion of the Claim Amount against a company subject to Workout that the Committee mediated a dissent thereof.

19.3 The Committee shall report to the financial institutions which are parties to this Agreement which expenditures have been approved by the Administrative Committee up to January 31 of the next fiscal year

Article 20 (Imposition of Penalty)

20.1 The Committee may impose penalties on the financial institutions breaching the agreement that separately reached by the Creditor Financial Institutions or the Committee's mediation in an amount up to 30% of Claim Amount of such financial institution or 50% of the amount in breach.

20.2 The Committee shall establish and operate the guidelines for penalty imposition and the collection methods, for the penalties imposed.

20.3 The penalty referred to in the preceding paragraph shall be income for the Creditor Financial Institutions and the dividing basis shall be determined by the Board.

Article 21 (Amendment to and Termination of Agreement)

This Agreement shall be amended or terminated upon the suggestion of the Committee and the resolution of the Administrative Committee.

Article 22 (Assignment)

The Committee may set the detailed enforcement guidelines in the form necessary for enforcement hereof.

Article 23 (Duties of Creditor Financial Institutions)

The Creditor Financial Institutions shall observe the mediation of the Committee and the provisions hereof.

Addenda

Article 1 (Effective Date)

This Agreement shall be effective on June 25, 1998.

Article 2 (Termination of Former Agreement)

Upon the effective date of this Agreement, the "Financial Institution Agreement to Normalize the Operation of Companies that Show Signs of Financial Instability and to Effectively Solve the Bad Loan Problem" and the "Agreement between Financial Institutions for Normalization of Company" shall be terminated.

Article 3 (Duration)

This Agreement shall be effective until December 31, 1999; provided, however, that if the financial institutions entering into this Agreement resolve to renew this Agreement before the expiration thereof, then the foregoing shall not apply.

Article 4 (Effective Date)

This Agreement shall be effective on August 14, 1998.

Article 5 (Effective Date)

The Amendment Agreement shall be effective on October 1, 1998; provided that this Agreement may apply to company that has been selected to be subject to the Workout prior to the amendment date.