

**APPENDIX 3 TO THE ACCOUNT HOLDER LETTER
DISTRIBUTION CONFIRMATION DEED**

Notes

In order for a Scheme Creditor (or its Designated Recipient) to be entitled to receive any Scheme Consideration under the terms of the Schemes (if they become effective in accordance with their terms), it must ensure that this Distribution Confirmation Deed is duly completed and returned, together with a duly completed Account Holder Letter (and, if applicable, a Designated Recipient Form), to the Information Agent by the Bar Date.

Any Scheme Creditor that wishes to receive a proportion of the Scheme Consideration on the Initial Distribution Date must ensure that this Distribution Confirmation Deed is duly completed and returned, together with a duly completed Account Holder Letter (and, if applicable, a Designated Recipient Form), to the Information Agent by the Initial Scheme Consideration Deadline. If a Scheme Creditor also wishes to make an election as to the type of Elective Scheme Consideration that it will receive under the Schemes, it must ensure that a duly completed Election Form is also submitted at the same time.

For the avoidance of doubt, Scheme Creditors do not have to complete a Distribution Confirmation Deed in order to vote on the Schemes.

Distribution Confirmation Deed

This Deed is made by way of deed poll by the person whose details are set out in Annex C on the date stated in Annex C,

For the benefit of the Company, and with the intention and effect that it may be directly relied upon and enforced separately by each beneficiary of any release granted under this Deed and any permitted assignee (together, the "**Relying Persons**"), even though they are not party to this Deed.

1 Definitions and interpretation

- 1.1 Unless otherwise defined herein, defined terms in this Deed shall have the meanings given to them in the Explanatory Statement and the Schemes.
- 1.2 In this Deed unless the context otherwise requires:
 - 1.2.1 words in the singular include the plural and in the plural include the singular;
 - 1.2.2 the words "including" and "include" shall not be construed as or take effect as limiting the generality of the foregoing;
 - 1.2.3 the headings shall not be construed as part of this Deed nor affect its interpretation;
 - 1.2.4 references to any clause, without further designation, shall be construed as a reference to the clause of this Deed so numbered;
 - 1.2.5 reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of this Deed and any former statutory provision replaced (with or without modification) by the provision referred to;
 - 1.2.6 reference to a person includes a reference to any body corporate, unincorporated association or partnership and to that person's legal personal representatives or successors; and
 - 1.2.7 the principles of construction set out in the Schemes apply to this Deed except that references to the Scheme shall instead be construed as referenced to this Deed.

2 Confirmations, warranties and undertakings

- 2.1 The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, gives the confirmations, acknowledgements, warranties and undertakings set out in:
 - 2.1.1 Annex A (*General confirmations, acknowledgements, warranties and undertakings*); and
 - 2.1.2 Annex B (*Securities Law confirmations and undertakings*).

2.2 Without prejudice to the provisions in Annex A and Annex B, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, hereby irrevocably warrants, undertakes and represents to the Company that with effect from the Restructuring Effective Date:

2.2.1 it will not seek to dispute, set aside, challenge, compromise or question in any jurisdiction the validity and efficacy of the cancellation and/or write-down of its Scheme Claims, including the Notes, provided that such cancellation and/or write-down was done in accordance with the terms of the Schemes; and

2.2.2 it will not seek to dispute, challenge, set aside or question the validity, authority or efficacy of the Schemes in any jurisdiction or before any court, regulatory authority, tribunal or otherwise and, without prejudice to the generality of the foregoing, notwithstanding that the issuer of the Notes is incorporated in the BVI, that certain Group Companies are incorporated in Hong Kong, the PRC, the BVI, Singapore and Australia or that the Indenture is governed by New York law.

3 **Grant of authority to the Company to execute certain documents on behalf of the Scheme Creditors**

Subject only to the Scheme Effective Date occurring, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, hereby irrevocably and unconditionally authorise the Company, and appoint the Company as their true and lawful attorney (acting by its directors or other duly appointed representative) to enter into, execute and deliver (as applicable) the Restructuring Documents and such other documents that the Company reasonably considers necessary to give effect to the terms of the Schemes on behalf of each of them and agree to be bound by their terms.

4 **Distribution of the Scheme Consideration**

4.1 The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient, confirms in relation to the claim that is the subject of the applicable Account Holder Letter that:

4.1.1 to the extent that it has submitted a duly completed Election Form to the Information Agent by the Initial Scheme Consideration Deadline, it wishes to receive the Elective Scheme Consideration set out in that Election Form; and

4.1.2 otherwise, it intends to receive the Scheme Consideration to which it is entitled in accordance with the terms of the Schemes.

4.2 To the extent that a Scheme Creditor is entitled to receive any of the Cash Consideration under the terms of the Schemes (whether as an Initial Cash Elector or otherwise), it irrevocably directs the Scheme Consideration Trustee to transfer the relevant sum to DTC for distribution by DTC to that

Scheme Creditor in accordance with the arrangements between those parties.

4.3 To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the Scheme Shares under the terms of the Schemes (whether as an Initial Share Elector or otherwise), it irrevocably directs the Company to issue such Scheme Shares to it by instructing the Share Registrar to:

4.3.1 enter the name of that Scheme Creditor (or its Designated Recipient) in the Share Register in respect of the Scheme Shares to which it is entitled; and

4.3.2 deliver by courier or registered post to that person a share certificate in respect of the relevant Scheme Shares.

4.4 To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the Contingent Value Rights under the terms of the Schemes, it irrevocably directs the Company to issue such Contingent Value Rights to it by instructing the CVR Registrar to:

4.4.1 enter the name of that Scheme Creditor (or its Designated Recipient) in the CVR Register in respect of the Scheme Shares to which it is entitled; and

4.4.2 deliver by courier or registered post to that person a share certificate in respect of the relevant Scheme Shares.

5 **Releases**

5.1 **Hong Kong law release**

With effect from the Final Distribution Date upon completion of all of the steps set out in clause 11.3.1 of the Schemes (and provided that the step set out in clause 11.2.3 of the Schemes has been completed), and without prejudice to the releases granted under the Schemes, each signatory to this Deed on behalf of itself and each of its predecessors, successors and assigns, to the fullest extent permitted by law, shall and shall be deemed to completely and forever release, waive, void, acquit, forgive, extinguish and discharge unconditionally each of:

5.1.1 the Subsidiary Guarantors, their Personnel and Affiliates;

5.1.2 the Company, its Personnel and Affiliates;

5.1.3 the Advisers, their Personnel and Affiliates; and

5.1.4 the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary, in such capacities, and their Personnel and Affiliates;

and each of their predecessors, successors and assigns, and in their capacities as such from any and all Claims and/or Liabilities (including any

and all Scheme Claims) arising prior to the Final Distribution Date or that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Final Distribution Date (or in respect of Clause 5.1.4 only, Claims and/or Liabilities which are based on actions taken or not taken by the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary, in such capacities, and their Personnel and Affiliates pursuant to this Hong Kong Scheme, whether before or after the Final Distribution Date) except for:

- (a) any and all claims or causes of action arising from or relating to fraud, wilful default or wilful misconduct;
- (b) any liability of any Adviser, its Personnel and Affiliates arising under a duty of care to its client;
- (c) any and all Claims or Liabilities that any Scheme Creditor Releasing Party may have against the Company and/or any Subsidiary Guarantor which do not arise directly or indirectly pursuant to, under or in connection with the Note Documents;
- (d) any Claims against or Liabilities of any Adviser, its Personnel and Affiliates that are wholly unrelated to the RSA, the Restructuring Transactions, the Schemes, the negotiation or preparation thereof, or to any other related matter; and
- (e) in the case of the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary and their Personnel and Affiliates, any and all Claims or Liabilities which do not relate to or arise in respect of the Notes, the Indenture or the Guarantees,

provided that the foregoing shall not prejudice or impair any right of any Scheme Creditor Releasing Party created under the Schemes and/or under or in connection with the Contingent Value Rights and/or the Scheme Shares.

5.2 **BVI law release**

With effect from the Final Distribution Date upon completion of all of the steps set out in clause 11.3.1 of the Schemes (and provided that the step set out in clause 11.2.3 of the Schemes has been completed), and without prejudice to the releases granted under the Schemes, each signatory to this Deed on behalf of itself and each of its predecessors, successors and assigns, to the fullest extent permitted by law, shall and shall be deemed to completely and forever release, waive, void, acquit, forgive, extinguish and discharge unconditionally each of:

5.2.1 the Subsidiary Guarantors, their Personnel and Affiliates;

- 5.2.2 the Company, its Personnel and Affiliates;
- 5.2.3 the Advisers, their Personnel and Affiliates; and
- 5.2.4 the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary, in such capacities, and their Personnel and Affiliates;

and each of their predecessors, successors and assigns, and in their capacities as such from any and all Claims and/or Liabilities (including any and all Scheme Claims) arising prior to the Final Distribution Date or that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Final Distribution Date (or in respect of Clause 5.2.4 only, Claims and/or Liabilities which are based on actions taken or not taken by the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary, in such capacities, and their Personnel and Affiliates pursuant to this Hong Kong Scheme, whether before or after the Final Distribution Date) except for:

- (a) any and all claims or causes of action arising from or relating to fraud, wilful default or wilful misconduct;
- (b) any liability of any Adviser, its Personnel and Affiliates arising under a duty of care to its client;
- (c) any and all Claims or Liabilities that any Scheme Creditor Releasing Party may have against the Company and/or any Subsidiary Guarantor which do not arise directly or indirectly pursuant to, under or in connection with the Note Documents;
- (d) any Claims against or Liabilities of any Adviser, its Personnel and Affiliates that are wholly unrelated to the RSA, the Restructuring Transactions, the Schemes, the negotiation or preparation thereof, or to any other related matter; and
- (e) in the case of the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary and their Personnel and Affiliates, any and all Claims or Liabilities which do not relate to or arise in respect of the Notes, the Indenture or the Guarantees,

provided that the foregoing shall not prejudice or impair any right of any Scheme Creditor Releasing Party created under the Schemes and/or under or in connection with the Contingent Value Rights and/or the Scheme Shares.

5.3 **New York law release**

With effect from the Final Distribution Date upon completion of all of the steps set out in clause 11.3.1 of the Schemes (and provided that the step set out in clause 11.2.3 of the Schemes has been completed), and without prejudice to the releases granted under the Schemes, each signatory to this Deed on behalf of itself and each of its predecessors, successors and assigns, to the fullest extent permitted by law, shall and shall be deemed to completely and forever release, waive, void, acquit, forgive, extinguish and discharge unconditionally each of:

- 5.3.1 the Subsidiary Guarantors, their Personnel and Affiliates;
- 5.3.2 the Company, its Personnel and Affiliates;
- 5.3.3 the Advisers, their Personnel and Affiliates; and
- 5.3.4 the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary, in such capacities, and their Personnel and Affiliates;

and each of their predecessors, successors and assigns, and in their capacities as such from any and all Claims and/or Liabilities (including any and all Scheme Claims) arising prior to the Final Distribution Date or that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Final Distribution Date (or in respect of Clause 5.3.4 only, Claims and/or Liabilities which are based on actions taken or not taken by the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary, in such capacities, and their Personnel and Affiliates pursuant to this Hong Kong Scheme, whether before or after the Final Distribution Date) except for:

- (a) any and all claims or causes of action arising from or relating to fraud, wilful default or wilful misconduct;
- (b) any liability of any Adviser, its Personnel and Affiliates arising under a duty of care to its client;
- (c) any and all Claims or Liabilities that any Scheme Creditor Releasing Party may have against the Company and/or any Subsidiary Guarantor which do not arise directly or indirectly pursuant to, under or in connection with the Note Documents;
- (d) any Claims against or Liabilities of any Adviser, its Personnel and Affiliates that are wholly unrelated to the RSA, the Restructuring Transactions, the Schemes, the negotiation or preparation thereof, or to any other related matter; and

- (e) in the case of the Note Trustee, the Collateral Agent, the Scheme Consideration Trustee, the Registrar and the Depositary and their Personnel and Affiliates, any and all Claims or Liabilities which do not relate to or arise in respect of the Notes, the Indenture or the Guarantees,

provided that the foregoing shall not prejudice or impair any right of any Scheme Creditor Releasing Party created under the Schemes and/or under or in connection with the Contingent Value Rights and/or the Scheme Shares.

6 **Governing Law**

- 6.1 Subject to Clauses 6.2 and 6.3, this Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and this Deed shall be construed in accordance with, the laws of Hong Kong. The courts of Hong Kong shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed and, for such purposes, each signatory hereto irrevocably submits to the jurisdiction of the courts of Hong Kong.
- 6.2 The provisions in Clause 5.2 (*BVI law release*) of this Deed shall be governed by the laws of the BVI.
- 6.3 The provisions in Clause 5.3 (*New York law release*) of this Deed shall be governed by the laws of the State of New York.

Annex A
to the Distribution Confirmation Deed
General confirmations, acknowledgements, warranties and undertakings

- 1 The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient, confirms to the Company and the Information Agent that:
 - 1.1 to the best of its knowledge, it has complied with all laws and regulations applicable to it in any jurisdiction with respect to the Schemes, the Account Holder Letter and this Deed;
 - 1.2 it is not a Disqualified Person;
 - 1.3 it is not a Prohibited Transferee;
 - 1.4 it will retain no beneficial interest in any Scheme Shares or any Contingent Value Rights nominated to be held by any Designated Recipient(s) if it is itself a Disqualified Person or a Prohibited Transferee;
 - 1.5 it has received and reviewed the Explanatory Statement;
 - 1.6 it acknowledges that no information has been provided to it by the Note Trustee or the Information Agent with regard to the tax consequences arising from the receipt of any of the Scheme Consideration or the participation in the Schemes and acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Schemes and agrees that it will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Note Trustee or the Information Agent or any other person in respect of such taxes and payments;
 - 1.7 it consents to, and agrees to be bound by the terms of the Schemes and the other matters contained herein, upon the Schemes becoming effective;
 - 1.8 it acknowledges that all authority conferred or agreed to be conferred pursuant to the Account Holder Letter and this Deed and each obligation and the authorisations, instructions and agreements given by it shall, to the best of its knowledge and to the extent permitted by law, be binding upon its successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives and shall not be affected by, and shall survive, its death or incapacity and that all of the information in the Account Holder Letter and this Deed is true, complete and accurate as at the date of this Deed;
 - 1.9 it authorises the execution and the taking of all steps as are required to give effect to this Deed and its terms;
 - 1.10 it authorises the execution and the taking of all such steps by any party as are required to give effect to: (i) the cancellation and discharge of the Notes, (ii) the release of the Guarantees, and (iii) the release or

cancellation of the Indenture in accordance with the terms of the Schemes on and after the Final Distribution Date;

- 1.11 it acknowledges and agrees that the Company may, between the date on which the Explanatory Statement is issued and the Scheme Effective Date, make any modifications of, or additions to, the Scheme and/or the Restructuring Documents which would not directly or indirectly have an adverse effect on the interests of the Scheme Creditors, the Note Trustee, the Collateral Agent, the Registrar or the Scheme Consideration Trustee under the Schemes and are necessary for the purpose of implementing the Restructuring Transactions, and provided that the Company draws all such modifications or additions to the attention of the Hong Kong Court and the BVI Court at the respective Sanction Hearings;
- 1.12 it acknowledges that neither the Schemes nor the transactions contemplated by the Explanatory Statement shall be deemed to be investment advice or a recommendation as to a course of conduct by the Note Trustee or any of its officers, directors, employees or agents; and
- 1.13 it represents that, in directing the execution and delivery of this Deed, it has made an independent decision in consultation with its advisers and professionals to the extent that it considers it necessary.

2 The Scheme Creditor hereby acknowledges and agrees that the confirmations, authorisations, acknowledgements and waivers made by it in paragraphs 1.5, 1.7, 1.8, 1.9, 1.12 and 1.13 above are also given in favour of each relevant Relying Person (as defined above), who, in each case, are entitled to enforce and enjoy the benefit of any terms contained therein.

Annex B
to the Distribution Confirmation Deed
Securities Law confirmations and undertakings

- 1 The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient, confirms to the Company and the Information Agent that:
 - 1.1 it is either (i) a "qualified investor" within the meaning of Article 2(1)(e) the EU Prospectus Directive (Directive 2003/71/EC and amendments thereto, including Directive 2010/73/EU; or (ii) is not incorporated or situated in any member state of the European Economic Area;
 - 1.2 it is not located or resident in the United Kingdom or, if it is a resident of or located in the United Kingdom, it is (i) a person who has professional experience in matters relating to investments and qualifies as an Investment Professional in accordance with Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"); (ii) a high net worth company, unincorporated association, partnership, trustee or any person to whom communication may otherwise lawfully be made in accordance within Article 49(2) of the Order; or (iii) person falling with Article 43(2) of the Order;
 - 1.3 it understands that Scheme Shares and Contingent Value Rights will not be registered under the securities laws of any state of the United States, and will be issued pursuant to the Schemes in reliance on available exemptions from Federal and state law registration requirements or the pre-emption of such requirements by the US Securities Act;
 - 1.4 it understands that the Company intends to rely on the exemption from the registration requirements of the US Securities Act provided in Section 3(a)(10) thereof for the issuance of the Scheme Shares and Contingent Value Rights to the Scheme Creditors in exchange for their Scheme Claims, as contemplated in the Schemes, and in that connection the Scheme Shares and the Contingent Value Rights that it may receive will be in exchange for its Scheme Claims;
 - 1.5 it understands that, in connection with the possible issuance of CVR Shares in respect of the settlement of Contingent Value Rights, the Company intends to rely on the exemption from the registration requirements of the US Securities Act provided in Section 3(a)(9) thereof, available subject to the following conditions: (i) the holders of the Contingent Value Rights are not required to give up any additional consideration (other than the surrender of the Contingent Value Rights Instrument itself) in respect of the settlement of such rights; and (ii) no payment of commissions or other remuneration shall be made (directly or indirectly) in connection with the solicitation of such exchange (other than the Consent Fee);
 - 1.6 it understands that the Scheme Shares and Contingent Value Rights will not be "restricted securities" within the meaning of Rule 144(a)(3) under the US Securities Act and may be immediately resold without restriction under

the US Securities Act by holders who are not "affiliates" (as defined under the US Securities Act) of the Company and have not been affiliates of the Company within 90 days prior to the issuance of the Scheme Shares and Contingent Value Rights under the Schemes;

- 1.7 it understands that, under the US Securities Act, a Scheme Creditor who is an affiliate of the Company at the time or within 90 days prior to any resale of Scheme Shares and Contingent Value Rights received under the Schemes may not sell such Scheme Shares and Contingent Value Rights in the United States without registration under the US Securities Act, except pursuant to any available exemptions from the registration requirements or in a transaction not subject to such registration requirements (including a transaction that satisfies the applicable requirements for re-sales outside the United States pursuant to Regulation S);
- 1.8 it will consult its own legal advisers prior to any sales of Scheme Shares and Contingent Value Rights received pursuant to the Schemes if it believes that it may be an affiliate of the Company;
- 1.9 it understands that neither the United States Securities and Exchange Commission (the "**SEC**") nor any other state securities commission or regulatory authority has approved or disapproved of the Scheme Shares and Contingent Value Rights or passed comment upon the accuracy or adequacy of this Solicitation Packet or the Explanatory Statement. Any representation to the contrary is a criminal offence in the United States;
- 1.10 it has consulted and will continue to consult, in each case as required, its own legal, financial and tax advisers with respect to the legal, financial and tax consequences of the Schemes, the Scheme Consideration and the Restructuring in its particular circumstances;
- 1.11 it understands that the foregoing representations, warranties and agreements are required in connection with United States securities laws and that the Company and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. It agrees that, if any of the acknowledgements, representations and warranties made in connection with its receipt of its Scheme Shares and/or Contingent Value Rights are no longer accurate, it will promptly, and in any event prior to the issuance of its Scheme Shares and/or Contingent Value Rights, notify the Company in writing;
- 1.12 it understands that the arrangements for the issue of the Scheme Consideration have not been authorised by Hong Kong's Securities and Futures Commission ("**SFC**"), nor has the Explanatory Statement (for this purposes including the Solicitation Packet) been approved by the SFC pursuant to section 105(1) of Hong Kong's Securities and Futures Ordinance ("**SFO**") or section 342C(5) of Hong Kong's Companies Ordinance ("**CO**") or registered by Hong Kong's Registrar of Companies pursuant to section 342C(7) of CO;

- 1.13 it is not located or resident in Hong Kong or, if it is resident or located in Hong Kong, it is (i) a person whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or (ii) a professional investor as defined in the SFO;
- 1.14 it understands that the Scheme Consideration has not been and will not be registered under the relevant laws of the PRC;
- 1.15 it is not located or resident in Singapore or, if it is located or resident in Singapore, it is (i) an "institutional investor" as defined in the Securities and Futures Act, Chapter 289; or (ii) a person to whom the Scheme Consideration may otherwise be offered pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;
- 1.16 it understands that the Scheme Consideration has not been and will not be registered under the securities laws of Taiwan and, upon delivery, may not be offered, sold or otherwise transferred except (i) pursuant to an effective registration statement under Taiwan's Securities and Exchange Act; or (ii) in accordance with another exemption from registration under, or transaction not subject to Taiwan's Securities and Exchange Act;
- 1.17 it will comply with all securities laws relating to the Scheme Shares and the Contingent Value Rights that apply to it in any place in which it accepts, holds or sells any of its Scheme Shares and its Contingent Value Rights. It has obtained all consents or approvals that it needs in order to receive its Scheme Shares and its Contingent Value Rights, and the Company is not responsible for compliance with these legal requirements; and
- 1.18 it will not offer or resell any of its Scheme Shares or its Contingent Value Rights, or cause any offer for the resale of its Scheme Shares or Contingent Value Rights, in any state or jurisdiction in which such offer, a solicitation for the purchase of, or resale of its Scheme Shares or Contingent Value Rights would be unlawful under, or cause the Company to be in breach of, the securities laws of such state or jurisdiction and it has complied and will comply with all applicable laws and regulations with respect to anything done by it in relation to the Scheme Shares or Contingent Value Rights.

**Annex C
to the Distribution Confirmation Deed
Details of Scheme Creditor / Designated Recipient**

Scheme Creditor (if applicable)

Name of Scheme Creditor:

Registered or principal address:

Place of organisation or incorporation:

Telephone number:

Specimen signatures of Scheme Creditor (in the case of an individual) or its authorised representative(s)

Name	Signature

Designated Recipient (if applicable)

Name of Designated Recipient:

Registered or principal address:

Place of organisation or incorporation:

Telephone number:

Specimen signatures of Designated Recipient (in the case of an individual) or its authorised representative(s)

Name	Signature

In witness whereof this Deed has been executed as a deed and delivered on _____ by the duly authorised representatives of the parties hereto.

Executed as a deed on behalf of

[*Scheme Creditor*], a company
incorporated in

signature

[*territory*], by
[*full name(s) of person(s) signing*], being
[a] person[s] who, in accordance with the
laws of that territory, [is][are] acting
under the authority of the company

print name

Authorised [signatory][signatories]

print name

Executed as a deed on behalf of

[*Designated Recipient*], a company
incorporated in

signature

[*territory*], by
[*full name(s) of person(s) signing*], being
[a] person[s] who, in accordance with the
laws of that territory, [is][are] acting
under the authority of the company

print name

Authorised [signatory][signatories]

print name