

(Draft)

**TERMS AND CONDITIONS
OF
“THE BONDS OF WOORI BANK NO. 1/2556 SERIES 1 DUE B.E. 2559 (2016)”
“THE BONDS OF WOORI BANK NO. 1/2556 SERIES 2 DUE B.E. 2561 (2018)”
AND
“THE BONDS OF WOORI BANK NO. 1/2556 SERIES 3 DUE B.E. 2563 (2020)”**

The following is the text of the terms and conditions of (a) “The Bonds of Woori Bank No. 1/2556 Series 1 Due B.E. 2559 (2016)” (“**Series 1 Bonds**”), (b) “The Bonds of Woori Bank No. 1/2556 Series 2 Due B.E. 2561 (2018)” (“**Series 2 Bonds**”) and (c) “The Bonds of Woori Bank No. 1/2556 Series 3 Due B.E. 2563 (2020)” (“**Series 3 Bonds**,” and together with Series 1 Bonds, Series 2 Bonds and Series 3 Bonds, the “**Bonds**”) setting out the rights and obligations of Woori Bank (the “**Issuer**”) and the Bondholders (as defined below) with respect to the Bonds, as may be supplemented, amended or modified by any subsequent amendment thereto, with TMB Bank Public Company Limited acting as the Bondholders’ Representative. The Issuer has been granted approval by the Ministry of Finance of Thailand to offer for sale the Bonds in Thailand by virtue of the MOF Notification (as defined below).

The Bondholders’ rights in respect of the Bonds shall be as prescribed in these Conditions in relation to which the Bondholders and the Issuer shall be bound in all respects. The Issuer has appointed the Bondholders’ Representative and the Registrar pursuant to the Bondholders’ Representative Appointment Agreement and the Registrar Appointment Agreement, respectively. The Bondholders are deemed to accept the appointment of the Bondholders’ Representative and are entitled to the benefits of, are bound by, and are deemed to have notice of and understand, all provisions of these Conditions and the Bondholders’ Representative Appointment Agreement.

Execution copies of these Conditions, the Bondholders’ Representative Appointment Agreement and the Registrar Appointment Agreement are available for inspection during normal business hours at the principal office of the Bondholders’ Representative.

1. DEFINITIONS

In these Conditions:

“**Baht**” means Thai Baht, the lawful currency of the Kingdom of Thailand.

“**Bond Certificate(s)**” means the certificate(s) issued in accordance with Condition 3.1, representing such Bond(s) in the respective form(s) specified in Annex A.

“**Bondholder(s)**” means the person(s) who owns the Bond(s) in accordance with Condition 3.3.

“**Bondholders’ Representative**” means TMB Bank Public Company Limited or any successor as the Bondholders’ Representative in respect of the Bonds.

“**Bondholders’ Representative Appointment Agreement**” means the Bondholders’ Representative appointment agreement entered into between the Bondholders’ Representative and the Issuer dated on or around 25 March 2013 or the agreement appointing a new Bondholders’ Representative to replace the existing Bondholders’ Representative (if any).

“**Bond Rights**” means all rights relating to the Bonds including, without limitation, the right to receive principal and interest on the Bonds and the right to attend and vote at meetings of the Bondholders.

“**Bonds**” means Series 1 Bonds, Series 2 Bonds and/or Series 3 Bonds, as the context may require.

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in Bangkok, Thailand.

“**Closing Date**” has the meaning given to it in Condition 3.2 (b).

“**Conditions**” means these terms and conditions setting out the rights and obligations of the Issuer and the Bondholders in respect of the Bonds.

“**Covered Bonds Legislation**” has the meaning given to it in Condition 7.4.

“**Credit Rating Agency(ies)**” means a credit rating agency(ies) approved by the SEC.

“**Default Interest Rate**” means the default rate of interest for the Bonds, being the Interest Rate plus 2 (two) per cent per annum.

“**Event of Default**” means any of the events specified in Condition 13.1.

“**Interest Payment Date**” means (a) in relation to Series 1 Bonds, every 28 March and 28 September of each year, (b) in relation to Series 2 Bonds, every 28 March and 28 September of each year, and (c) in relation to Series 3 Bonds, every 28 March and 28 March of each year.

“**Interest Period**” means:

- (a) with respect to the first Interest Period, the period commencing on, and including, the Issue Date and ending on, but excluding, the first Interest Payment Date; and
- (b) with respect to any subsequent Interest Period, the period commencing on, and including, the Interest Payment Date of the preceding Interest Period and ending on, but excluding, the next Interest Payment Date of such Interest Period or the Maturity Date, as the case may be.

“**Interest Rate**” means the rates as set out in Condition 8.1, which shall be the rate at which the Bonds bear interest.

“**Issue Date**” means the issue date of the Bonds which is 28 March 2013.

“**Issuer’s Contact Person**” means Dherakupt Consultant Co., Ltd. or any successor as the Issuer’s contact person in Thailand for the purposes specified in Condition 20.

“**Maturity Date**” means (a) in relation to Series 1 Bonds, the Series 1 Bonds Maturity Date, (b) in relation to Series 2 Bonds, the Series 2 Bonds Maturity Date, and (c) in relation to Series 3 Bonds, the Series 3 Bonds Maturity Date, as the case may be.

“**MOF Notification**” means the Ministry of Finance’s Notification Re: Approval for Issue of Bonds or Debentures Denominated in Baht in Thailand, dated 11 April 2006, as may from time to time be amended, modified, supplemented or replaced.

“**Notification No. KorChor. 5/2552**” means the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced.

“**Record Date**” has the meaning given to it in Condition 3.2(b).

“**Register Book**” means the register book of the Bonds recording particulars of the Bondholders or other sources of registration information relating to the transfer, pledge, attachment, issue of new

Bond Certificates and other matters related to the Bonds according to the relevant rules and procedures prescribed pursuant to the laws governing securities and notifications of the SEC.

“**Registrar**” means TSD acting in its capacity as registrar and paying agent or any successor as the registrar and paying agent in respect of the Bonds as permitted by relevant laws and regulations.

“**Registrar Appointment Agreement**” means the registrar appointment agreement entered into between the Registrar and the Issuer dated on or around 25 March 2013 or the agreement appointing a new Registrar to replace the existing Registrar (if any).

“**SEC**” means the Office of the Securities and Exchange Commission of Thailand.

“**Series 1 Bonds**” means “The Bonds of Woori Bank No. 1/2556 Series 1 Due B.E. 2559 (2016)”.

“**Series 1 Bonds Maturity Date**” means 28 March 2016.

“**Series 2 Bonds**” means “The Bonds of Woori Bank No. 1/2556 Series 2 Due B.E. 2561 (2018)”.

“**Series 2 Bonds Maturity Date**” means 28 March 2018.

“**Series 3 Bonds**” means “The Bonds of Woori Bank No. 1/2556 Series 3 Due B.E. 2563 (2020)”.

“**Series 3 Bonds Maturity Date**” means 28 March 2020.

“**Subscription Closing Date**” means the day on which the subscription of the Bonds is completed, in this case, 27 March 2013.

“**Subsidiary**” means any corporation or other business entity of which the Issuer owns or controls (either directly or through another or other Subsidiaries) 50 (fifty) per cent or more of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such corporation or other business entity (whether or not capital stock or other ownership interest in any other class or classes shall or might have voting power upon the occurrence of any contingency).

“**ThaiBMA**” means the Thai Bond Market Association or such other exchange as may be licensed by and registered with the SEC.

“**Thailand**” means the Kingdom of Thailand.

“**TSD**” means Thailand Securities Depository Company Limited, or any other successor organization legally entitled to operate a securities depository business in Thailand.

“**U.S.\$**” means United States Dollars, the lawful currency of the United States of America.

“**Won**” means Korean won, the lawful currency of the Republic of Korea.

2. FORM, DENOMINATION, INTEREST AND TERM

2.1 The Bonds are in registered form carrying interest at the Interest Rate. Series 1 Bonds have a tenor of 3 (three) years from the Issue Date, Series 2 Bonds have a tenor of 5 (five) years from the Issue Date, and Series 3 Bonds have a tenor of 7 (seven) years from the Issue Date. Series 1 Bonds are named “The Bonds of Woori Bank No. 1/2556 Series 1 Due B.E. 2559 (2016),” Series 2 Bonds are named “The Bonds of Woori Bank No. 1/2556 Series 2 Due B.E. 2561 (2018),” and Series 3 Bonds are named “The Bonds of Woori Bank No. 1/2556 Series 3 Due B.E. 2563 (2020).”

- 2.2 On the Issue Date, there are 3,000,000 (three million) units of Series 1 Bonds, 3,000,000 (three million) units of Series 2 Bonds and 2,000,000 (two million) units of Series 3 Bonds. There are 8,000,000 (eight million) units of the Bonds in total, with an aggregate total principal amount of Baht 8,000,000,000 (eight billion baht). The Bonds are denominated in Baht, with a nominal amount of Baht 1,000 (one thousand baht) each.

3. BOND CERTIFICATES, REGISTER BOOK AND OWNERSHIP OF THE BONDS

The Issuer has appointed TSD to act as a registrar and paying agent in respect of the Bonds in accordance with the Registrar Appointment Agreement made between the Issuer and TSD.

3.1 *Bond Certificates*

- (a) The Issuer shall ensure that the Registrar, by the entering into the Registrar Appointment Agreement, issues and delivers Bond Certificates, in the form attached as Annex A to these Conditions, to all Bondholders whose Bonds are not deposited with TSD within 15 (fifteen) Business Days from the Subscription Closing Date via registered mail at the name and address appearing in the subscription form of such Bonds. The Issuer shall cause the Registrar, by the entering into the Registrar Appointment Agreement, to deposit with TSD the Bonds of a Bondholder who has expressed its desire for such deposit in the subscription form of the Bonds within 7 (seven) Business Days from the Subscription Closing Date. For the Bonds deposited with TSD, the Registrar shall enter the name of TSD, as the holder of the Bonds on behalf of the Bondholder, in the Register Book.
- (b) If a person holding Bonds through TSD (scripless system) wishes to obtain a Bond Certificate with respect to those Bonds, that person must inform TSD. The Issuer shall cause the Registrar, by the entering into the Registrar Appointment Agreement, to issue a Bond Certificate to that person within 45 (forty-five) days from the date it has been notified by TSD of the name of that person and the number of Bonds deposited with TSD in the name of that person. Following the issue of such Bond Certificate, the number of Bonds registered in the name of TSD will then be reduced by the number of Bonds held by the person to whom the Bond Certificate has been issued.

3.2 *Register Book; Closure of the Register Book*

- (a) The Issuer shall cause the Registrar, by the entering into the Registrar Appointment Agreement, to prepare and keep the Register Book until the date that all Bonds are fully redeemed in accordance with these Conditions.
- (b) The Register Book will be closed on the 14th (fourteenth) day prior to any Interest Payment Date, the Maturity Date, any date fixed for any meeting of the Bondholders or any other date for any other purpose as specified in these Conditions and as notified by the Issuer to the Registrar and the Bondholders' Representative (the "**Closing Date**"). If the Closing Date falls on a day that is not a Business Day, the Register Book shall be closed on the next Business Day, and in such case, the period between the Closing Date to each relevant Interest Payment Date, the Maturity Date, any date fixed for any meeting of the Bondholders or any other date for any other purpose as specified above shall be less than 14 (fourteen) days. The Registrar shall not register any transfer of the Bonds on the Closing Date. A Business Day immediately preceding the Closing Date is hereinafter referred to as a "**Record Date**."

The Issuer and the Registrar hereby reserve the right to change the date and time for the closure of the Register Book without the need to obtain consent from the Bondholders, provided that such change: (i) must be in compliance with the rules and

regulations of TSD or any other relevant authorities, and (ii) shall not adversely affect materially the rights and benefits of the Bondholders. In such case, the Record Date shall be changed accordingly.

3.3 ***Ownership of Bonds***

- (a) For Bonds that are not deposited with TSD, title to the Bonds is vested in Institutional Investors or the High Net Worth Investors (as defined in Condition 4.3 below) whose names are registered in the Register Book from time to time. For the purpose of determining the Bond Rights, the Bond Rights are vested in the Institutional Investors or the High Net Worth Investors (as defined in Condition 4.3 below) whose names are registered in the Register Book as the owners of such Bonds at the end of business hours of the Registrar on the Record Date, unless a transfer of the Bonds has occurred prior to the relevant Record Date and such transfer is effective against the Issuer in accordance with Conditions 4.1(b). In case of such transfer, the Bond Rights will be vested in the transferee of the Bonds.
- (b) For Bonds that are deposited with TSD, title to the Bonds is vested in Institutional Investors or the High Net Worth Investors (as defined in Condition 4.3 below) whose names are listed with TSD as the owners of such Bonds from time to time. For the purpose of determining the Bond Rights, the Bond Rights are vested in the Institutional Investors or the High Net Worth Investors (as defined in Condition 4.3 below) whose names are listed with TSD as the owners of such Bonds at the end of business hours of the Registrar on the Record Date, as notified in writing by TSD to the Registrar.

4. **TRANSFERS OF BONDS**

4.1 ***Transfers of Bonds not deposited with TSD***

- (a) A transfer of Bonds is complete, as between the transferor and the transferee, when the transferor whose name is registered in the Register Book as the owner of such Bonds, or the last person to whom such Bonds have been previously transferred in accordance with these Conditions, delivers to the transferee a duly endorsed Bond Certificate representing such Bonds.
- (b) A transfer of Bonds is only effective against the Issuer if the Registrar accepts the application to register the transfer together with the Bond Certificate duly endorsed by the transferor and the transferee.
- (c) A transfer of Bonds is only effective against third parties if the transfer is actually registered in the Register Book.
- (d) An application to register the transfer of Bonds must be made at the principal office of the Registrar during its normal business hours in accordance with the form and procedures prescribed by the Registrar. In connection with the application to register a transfer of Bonds, the applicant must deliver the following documents to the Registrar:
 - (i) an application for registration of the transfer, together with the Bond Certificate duly endorsed pursuant to Conditions 4.1(a) and (b); and
 - (ii) any other evidence confirming the correctness and completeness of the transfer as may be specified by the Registrar.

- (e) The Registrar will register the transfer of Bonds in the Register Book within 7 (seven) Business Days after it receives the documents specified in Condition 4.1(d).
- (f) The Registrar shall decline to register a transfer of Bonds in a case where such transfer is in breach of these Conditions, the provisions of applicable law, or a court order.

4.2 *Transfers of Bonds deposited with TSD*

Bonds deposited with TSD must be transferred in accordance with the Bond transfer restrictions, the applicable regulations of the Stock Exchange of Thailand, TSD and any other relevant regulatory authority and agency, including the relevant over-the-counter centers, that have issued regulations applicable to such transfer of the Bonds.

4.3 *Bond Transfer Restrictions*

- (a) Thai transfer restriction

The Issuer has registered a transfer restriction of the Bonds with the SEC that no Bond will be transferred to any person other than those qualified as “**Institutional Investors**” and “**High Net Worth Investors**” as respectively defined in Clause 3(2)(a) and Clause 3(2)(b) of the Notification No. KorChor. 5/2552. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any person who is not qualified as such Institutional Investor or High Net Worth Investors referred to above (collectively, the “**Qualified Investors**”).

As of the date hereof,

- (i) “**Institutional Investors**” referred to above means:
 - (1) commercial banks;
 - (2) finance companies;
 - (3) securities companies holding securities for their own account or for the management of private funds or investment projects established under the law relating to the undertaking of finance business, securities business and credit foncier business;
 - (4) credit foncier companies;
 - (5) insurance companies;
 - (6) government agencies and state enterprises under the budgetary procedure law or other juristic persons established under specific laws;
 - (7) the Bank of Thailand;
 - (8) international financial institutions;
 - (9) the Financial Institutions Development Fund;
 - (10) the Government Pension Fund;
 - (11) provident funds;

- (12) mutual funds; and
 - (13) foreign investors with similar characteristics to the investors listed in paragraphs (1) to (12) above.
- (ii) “**High Net Worth Investors**” referred to above means:
- (1) a natural person who has gross assets of at least Baht 40 million, excluding his/her debts; and
 - (2) a juristic person which has assets of at least Baht 200 million pursuant to its latest annual audited financial statement.

A transfer of the Bonds to any foreign investor listed under paragraph (i)(13) above within 1 (one) year from the Issue Date, is subject to the Korean transfer restriction specified in Condition 4.3(b) below.

(b) Korean transfer restriction

According to applicable Korea laws and regulations, within 1 (one) year from the Issue Date, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any Korean Resident (as defined below).

As used herein, “**Korean Resident**” means any private person who has domicile or residence in the Republic of Korea and any juristic person whose main office is located in the Republic of Korea, provided that branch offices, local offices or other offices of non-residents located in the Republic of Korea shall be deemed residents regardless of whether such offices, etc. have an agent’s authority under law, and in the event of any disagreement or uncertainty, the parties shall refer to the provisions of the Korean Foreign Exchange Transactions Act.

(c) Transfer of Bonds in violation of the Bond transfer restrictions

If any transfer of the Bonds is made in violation of the transfer restrictions specified in Conditions 4.3 (a) and (b) above, a transferee in respect of such transfer (i.e. any (i) person who is not qualified as an Institutional Investor or High Net Worth Investor; and (ii) Korean Resident who has acquired the Bonds within 1 (one) year from the Issue Date, collectively the “**Non-Qualified Person**”) shall not be recorded or registered in the Register Book as a Bondholder and shall not be entitled to any Bond Rights. In this regard, the Bond Rights shall be vested in a Bondholder(s) who has transferred the Bonds to the Non-Qualified Person and who is qualified as a Qualified Investor and is not a Korean Resident (in respect of any Bond transfer within 1 (one) year from the Issue Date) (the “**Qualified Bondholder**”). If such transferor Bondholder(s) is not a Qualified Bondholder, the Bond Rights shall be vested in the previous transferor Bondholder(s) who is a Qualified Bondholder.

Each Bondholder hereby acknowledges and agrees that: (i) it shall not transfer any Bonds held by it to any Non-Qualified Person; and (ii) the Issuer and the Registrar shall not be obliged to indemnify or liable to any Bondholder or Non-Qualified Person from and against any and all loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges, legal fees and expenses paid or incurred in disputing or defending any of the foregoing and any value added tax thereon) which such Bondholder and/or Non-Qualified Person may incur or which may be made against any of them arising out of or in relation to or in connection with

any transfer of the Bonds in violation of the transfer restrictions specified in Conditions 4.3 (a) and (b) above.

5. STATUS OF BONDS

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 7.4) unsecured obligations of the Issuer which rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured (subject to Condition 7.4) and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

6. CREDIT RATING

As of the Issue Date, the Issuer has arranged for the assignment of a credit rating to itself and/or the Bonds by the Credit Rating Agency and the Issuer will procure that a credit rating by the Credit Rating Agency is assigned to itself and/or the Bonds throughout the term of the Bonds. For the avoidance of doubt, the credit rating result for the Issuer and/or the Bonds is subject to revision during the term of the Bonds.

7. COVENANTS OF THE ISSUER

The Issuer undertakes to comply with all the covenants set out in this Condition 7 for so long as any debt under the Bonds remains outstanding.

7.1 *Appointment of Replacement of Bondholders' Representative and Registrar*

If it becomes necessary to replace the Bondholders' Representative and/or the Registrar, the Issuer shall use its best endeavors to appoint a replacement Bondholders' Representative and/or a replacement Registrar (as the case may be) as soon as practicable, but in any case no later than 90 (ninety) days from the date on which the Issuer is aware of the necessity for such replacement.

7.2 *Registration with ThaiBMA*

Prior to or on the Issue Date, the Issuer shall apply for the registration of the Bonds with ThaiBMA and shall use its best effort to maintain the Bonds as securities registered with ThaiBMA until all the Bonds are fully redeemed.

7.3 *Information*

- (a) The Issuer shall promptly send a written notice to the Bondholders' Representative if it becomes aware of the occurrence of any event which constitutes (or with the giving of notice, lapse of time, determination of materiality or the fulfillment of any other applicable condition or any combination of the foregoing, would constitute) an Event of Default under these Conditions.
- (b) The Issuer shall deliver to the SEC and the Bondholders' Representative copies of its reviewed but unaudited interim financial statements (if prepared) and audited annual financial statements including, if prepared, consolidated financial statements of the Issuer and its consolidated Subsidiaries, for the relevant financial period and year, within the same period as that required by a stock exchange on which the Issuer's shares are listed or by any other relevant supervisory authorities, whichever is the earlier, but in any case, shall be no later than 180 (one hundred and eighty) days from the end of the Issuer's fiscal year. If, after the Issue Date, such submission period to the SEC is changed under the applicable laws or regulations, the Issuer shall comply with the new submission period or requirements according to such amended applicable laws or regulations.

- (c) The Issuer shall report to the SEC and the Bondholders' Representative as promptly as possible when there is a material adverse change to the Issuer's business or financial status.

7.4 *Negative Pledge*

So long as any of the Bonds remains outstanding, the Issuer will not create or permit to be outstanding any mortgage, charge, pledge or other security interest upon the whole or part of its property, assets or revenues, present or future, to secure for the benefit of the holders of any International Investment Securities (as defined below) (i) payment of any sum due in respect of any such securities or (ii) any payment under any guarantee of any such securities or (iii) any payment under any indemnity or other like obligation relating to any such securities, without in any such case at the same time according to the Bonds, either the same security as is granted to or is outstanding in respect of such International Investment Securities, guarantee, indemnity or other like obligation or such other security as shall be approved by a resolution passed at a meeting of the Bondholders.

As used in this Condition, "International Investment Securities" means notes, debentures, bonds or investment securities of the Issuer which:

- (a) either are by their terms payable, or confer a right to receive payment, in any currency other than Won or are denominated in Won and more than 50 (fifty) per cent of the aggregate principal amount thereof is initially distributed outside Korea by or with the authorization of the Issuer; and
- (b) are for the time being, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market outside Korea.

Notwithstanding the foregoing, in the event that there is a change in law or regulation in Korea permitting or providing for the issue of covered bonds (the "**Covered Bonds Legislation**"), issuance of covered bonds by the Issuer and any arrangement relating to the segregation or ring-fencing of any part of the Issuer's property, assets or revenues (whether present or future) for the purpose thereof shall be permitted, provided that, such covered bonds are issued in compliance with the Covered Bonds Legislation and that such property, assets or revenues are intended to form part of the pool of the assets in respect of which a priority of claim in favor of the covered bondholders may be given.

8. **INTEREST**

8.1 *Interest Rate*

Interest on Series 1 Bonds, Series 2 Bonds and Series 3 Bonds shall accrue at the relevant Interest Rate below and payable semi-annually in arrears on each Interest Payment Date. Such interest shall be calculated on the outstanding principal amount of each Bond.

- (a) Series 1 Bonds

The interest rate of Series 1 Bonds is 3.56 (three point five six) per cent per annum.

- (b) Series 2 Bonds

The interest rate of Series 2 Bonds is 3.99 (three point nine nine) per cent per annum.

- (c) Series 3 Bonds

The interest rate of Series 3 Bonds is 4.31 (four point three one) per cent per annum.

8.2 *Interest Calculation*

The amount of interest payable in respect of any Bond for any Interest Period shall be calculated by multiplying (a) the product of the principal amount outstanding on each unit of the Bonds as at the first day of such Interest Period and the relevant Interest Rate applicable thereto by (b) the number of days in respect of that Interest Period and dividing by 365 (three hundred and sixty-five), and rounding the resulting figure to 6 (six) decimal places (in case the seventh decimal place is equivalent to or more than 5 (five), the 6th (sixth) decimal place shall be rounded up one decimal).

If respect of the final Interest Payment Date, the calculation of interest shall be subject to Condition 9.3.

8.3 *Default Interest*

Upon a default on any payment by the Issuer under these Conditions, the Default Interest Rate shall be charged on any unpaid amount of principal from the due date until the date on which the Issuer makes a full payment, irrespective of whether or not the Bondholders' Representative has notified the Issuer or declared default as specified in Condition 13.2.

In such event, Condition 8.2 shall apply *mutatis mutandis* and the Interest Rate used in Condition 8.2 shall be replaced by the Default Interest Rate.

9. PAYMENTS OF PRINCIPAL AND INTEREST

9.1 *Principal Payment*

The Issuer shall fully repay the principal amount of Series 1 Bonds, Series 2 Bonds and Series 3 Bonds on the relevant Maturity Date below.

(a) Series 1 Bonds

The due date of the principal repayment of Series 1 Bonds shall be the Series 1 Bonds Maturity Date.

(b) Series 2 Bonds

The due date of the principal repayment of Series 2 Bonds shall be the Series 2 Bonds Maturity Date.

(c) Series 3 Bonds

The due date of the principal repayment of Series 3 Bonds shall be the Series 3 Bonds Maturity Date.

9.2 *Interest Payments*

Interest on the Bonds shall be payable in arrears to each Bondholder on each Interest Payment Date. The first Interest Payment Date in relation to Series 1 Bonds shall be 28 September 2013 and the last Interest Payment Date shall be the Series 1 Bonds Maturity Date. The first Interest Payment Date in relation to Series 2 Bonds shall be 28 September 2013 and the last Interest Payment Date shall be the Series 2 Bonds Maturity Date. The first Interest Payment Date in relation to Series 3 Bonds shall be 28 September 2013 and the last Interest Payment Date shall be the Series 3 Bonds Maturity Date.

9.3 *Non-Business Days*

If any payment date under these Conditions (including, but not limited to the Maturity Date and the Interest Payment Date) falls on a day that is not a Business Day, the relevant amount due and payable shall be paid on the next Business Day (and no interest shall be calculated with respect to any such postponement except for the final Interest Payment Date), with the same force and effect as if made on the original payment date. In respect of the final Interest Payment Date, interest shall accrue in accordance with these Conditions until, but excluding, the actual date of payment.

9.4 *Payment Methods*

- (a) Interest Payment: Interest due on any Interest Payment Date will be payable by the Issuer through the Registrar to the Bondholders whose names appear in the Register Book on the relevant Record Date or, with respect to persons whose Bonds are deposited with TSD, the persons whose names appear on the list of the owners of the Bonds maintained by TSD, subject to Condition 3.3. Payments of interest on each Bond will be made to the Bondholder by means of: (i) a Baht crossed cheque marked “A/C Payee Only” drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder appearing on the Register Book; or (ii) such other method as may be agreed from time to time by the Issuer, the Bondholders’ Representative and the Registrar; provided that payment of interest with respect to the final Interest Payment Date may only be made upon the surrender of the Bond Certificates (except for the Bonds deposited with TSD) at the principal office of the Registrar. A Bondholder whose Bonds are not deposited with TSD may surrender its Bond Certificate on or prior to the Maturity Date, in which case the Registrar shall issue to such Bondholder a receipt or written evidence of such Bond Certificate being duly surrendered.
- (b) Principal Payment: Principal due on the Maturity Date will be payable by the Issuer through the Registrar to the Bondholders whose names appear in the Register Book on the relevant Record Date or, with respect to persons whose Bonds are deposited with TSD, the persons whose names appear on the list of owners of the Bonds maintained by TSD, subject to Condition 3.3. Payments of principal on each Bond will be made to the Bondholder by means of: (i) a Baht crossed cheque marked “A/C Payee Only” drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder appearing on the Register Book; or (ii) such other method as may be agreed from time to time by the Issuer, the Bondholders’ Representative and the Registrar; provided that such principal repayment on the Maturity Date may only be made upon surrender of the Bond Certificates (except for the Bonds deposited with TSD) at the principal office of the Registrar. A Bondholder whose Bonds are not deposited with TSD may surrender its Bond Certificate on or prior to the Maturity Date, in which case the Registrar shall issue to such Bondholder a receipt or written evidence of such Bond Certificate being duly surrendered.

9.5 *Distribution of payments*

All principal, interest and any other amounts received from the Issuer by the Bondholders’ Representative under the Bonds shall be applied in the following order of priority:

- (a) firstly, the payment of all costs, expenses and liabilities incurred by the Bondholders’ Representative in performing its duties and obligations in respect of the Bonds, including (but not limited to) the enforcement of these Conditions, in accordance with the Bondholders’ Representative Appointment Agreement;

- (b) secondly, the remuneration of the Bondholders' Representative pursuant to the Bondholders' Representative Appointment Agreement;
- (c) thirdly, the interest of the Bonds accrued and unpaid up to the date of payment;
- (d) fourthly, the outstanding amount of the principal of the Bonds; and
- (e) finally, the balance (if any) to be paid to the Issuer without unreasonable delay.

10. REDEMPTION AND REPURCHASE OF BONDS

10.1 *Redemption*

Unless previously redeemed, purchased or cancelled, the Bonds will be redeemed at their outstanding principal amount on the Maturity Date as specified in Condition 9.4(b), together with interest accrued thereon up to (but excluding) the Maturity Date.

10.2 *Purchase by the Issuer*

The Issuer may at any time purchase the Bonds in any open market or otherwise and at any price. If the Issuer makes a general tender offer to buy back the Bonds, the Issuer must buy back the Bonds from all the Bondholders who have tendered their intention to sell the Bonds, on a pro rata basis.

10.3 *Cancellation*

Bonds that are redeemed or purchased by the Issuer must be cancelled and may not be re-issued or resold. The Issuer must inform the Registrar of the Bonds purchased by it so that the Registrar shall cancel such Bonds. The Issuer will also file a report on the buy-back of the Bonds by it to ThaiBMA and the SEC as required by applicable laws and regulations.

10.4 *Redemption for Taxation Reasons*

- (a) Subject to Condition 10.4(b) below, the Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Bondholders in accordance with Condition 19 (which notice shall be irrevocable), if:
 - (i) on the occasion of the next payment due under the Bonds, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11.2 as a result of any change in, or amendment to, the laws or regulations of Korea, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including the cessation of tax exemptions presently applicable), which change or amendment becomes effective on or after the Issue Date; and
 - (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 (ninety) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Bondholders' Representative a certificate signed by two duly authorized officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth

a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognized standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Bonds redeemed pursuant to this Condition 10.4 (a) will be redeemed at their outstanding principal amount together with interest accrued to (but excluding) the date of redemption.

- (b) Prior to the lapse of 3 (three) years from the Issue Date, the Issuer will not be entitled to exercise the redemption option as specified in Condition 10.4 (a) above in accordance with the MOF Notification unless the MOF Notification is amended to permit such early redemption or a specific waiver or approval to redeem the Bonds early is granted to the Issuer by the Ministry of Finance of Thailand.

11. TAXATION

11.1 Notwithstanding Condition 11.2 below, payment under the Bonds will be subject to withholding tax in Thailand according to the Thai tax laws and the Issuer will not be required to gross-up such Thai withholding tax.

11.2 Subject to Condition 11.1 above, all payments of principal and interest in respect of the Bonds by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Korea or any political subdivision or any authority thereof or therein having power to tax, or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Bondholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Bonds, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Bond:

- (a) presented for payment by or on behalf of a Bondholder, who is liable for such taxes or duties in respect of such Bond by reason of his having some connection with Korea other than the mere holding of such Bond; or
- (b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such 30th day; or
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Union Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26th-27th November, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (d) presented for payment by or on behalf of a Bondholder who would have been able to avoid such withholding or deduction by presenting the relevant Bond to another registrar or paying agent in a Member State of the European Union; or
- (e) presented for payment by or on behalf of a Bondholder who, at the time of such presentation, is able to avoid such withholding or deduction by making a declaration of non-residence or other similar claim for exemption and does not make such declaration or claim.

As used herein, the “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Registrar on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Bondholders in accordance with Condition 19.

12. **PRESCRIPTION**

Claims in respect of the principal and interest of the Bonds shall become unenforceable unless the Bonds are presented for payment within a period of 10 (ten) years from the relevant payment date in the case of principal and 5 (five) years from the relevant payment date in the case of interest.

13. **EVENTS OF DEFAULT**

13.1 If any of the following events occurs and is continuing (each, an “**Event of Default**”), the Bondholders’ Representative shall deliver a default notice to the Issuer in compliance with, and subject to, Condition 13.2 below:

- (a) a default is made for more than seven days in the payment of any principal due in respect of any of the Bonds when and as the same ought to be paid in accordance with these Conditions; or
- (b) a default is made for more than 14 days in the payment of any amount other than principal in respect of any of the Bonds when and as the same ought to be paid in accordance with these Conditions; or
- (c) a default is made by the Issuer in the performance or observance of any obligation (other than a payment obligation) under the Bonds and (except where such default is not capable of remedy, when no such notice shall be required) such default shall continue for 30 days after written notice requiring such default to be remedied shall have been given to the Issuer by the Bondholders’ Representative; or
- (d) any other notes, debentures, bonds or other Indebtedness (as defined below) having an aggregate principal amount of at least U.S.\$10,000,000 (or its equivalent in any other currency) or more of the Issuer or any Principal Subsidiary (as defined below) shall become prematurely repayable following a default in respect of the terms thereof or steps are taken to enforce any security therefor, or the Issuer or any Principal Subsidiary defaults in the repayment of any such Indebtedness at the maturity thereof (or at the expiration of any applicable grace period therefor, if any) or any guarantee of or indemnity in respect of any Indebtedness of others given by the Issuer or any Principal Subsidiary shall not be honored when due and called upon in accordance with its terms; or
- (e) a resolution is passed or an order of a court of competent jurisdiction is made that the Issuer be wound up or dissolved otherwise than for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction the terms of which shall have previously been approved in writing by a resolution of a meeting of the Bondholders; or
- (f) a resolution is passed or an order of a court of competent jurisdiction is made for the winding up or dissolution of any Principal Subsidiary except (A) for the purposes of or pursuant to and followed by a consolidation or amalgamation with or merger into the Issuer or any other Subsidiary, (B) for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction (other than as described

in (A) above) the terms of which shall have previously been approved in writing by a resolution of a meeting of the Bondholders or (C) by way of a voluntary winding-up or dissolution where there are surplus assets in such Principal Subsidiary and such surplus assets attributable to the Issuer and/or any other Subsidiary are distributed on a pro-rata basis to the Issuer and/or any such other Subsidiary; or

- (g) an encumbrancer takes possession or a receiver is appointed of the whole or a material part of the assets or undertaking of the Issuer or any Principal Subsidiary; or
- (h) a distress, execution or other legal process is levied or enforced upon or sued out against a part of the property of the Issuer or any Principal Subsidiary which is material in its effect upon the operations of the Issuer or such Principal Subsidiary (as the case may be) and is not discharged within 45 days thereof; or
- (i) the Issuer or any Principal Subsidiary (A) stops payment (within the meaning of Korean or any other applicable bankruptcy law) or (B) (otherwise than for the purposes of such a consolidation, amalgamation, merger, reconstruction or voluntary solvent winding up or dissolution as is referred to in (e) or (f) above) ceases or through an official action of the Board of Directors of the Issuer or such Principal Subsidiary (as the case may be) threatens to cease to carry on business or (C) is unable to pay its debts as and when they fall due; or
- (j) proceedings shall have been initiated against the Issuer or any Principal Subsidiary under any applicable bankruptcy, reorganization or insolvency law and such proceedings shall not have been discharged or stayed within a period of 60 days; or
- (k) the Issuer or any Principal Subsidiary shall initiate or consent to proceedings relating to itself under any applicable bankruptcy, reorganization or insolvency law or make an assignment for the benefit of, or enter into any composition with, its creditors,

“Indebtedness” means all obligations created, incurred or assumed by the Issuer for the payment or repayment of moneys relating to or in connection with (a) any indebtedness of the Issuer in respect of moneys borrowed by it, (b) any indebtedness of the Issuer under acceptance or documentary credit facilities; (c) any indebtedness of the Issuer under bills, bonds, debentures, notes or similar instruments on which the Issuer is liable; (d) any obligations of the Issuer under leases which in accordance with accounting principles generally accepted in Korea are required to be capitalized for financial reporting purposes; (e) any indebtedness of the Issuer (whether actual or contingent) for moneys owing under any instrument entered into by the Issuer in respect of the acquisition cost of assets payment of which is deferred for a period in excess of six months after acquisition thereof; and (f) indebtedness of the Issuer (actual or contingent) under guarantees, security, indemnities or other commitment designed to assure any creditors in respect of the payment of any indebtedness of any other person;

“Principal Subsidiary” means at any time a Subsidiary:

- (a) whose operating income (consolidated in the case of a Subsidiary which itself has Subsidiaries) or whose gross assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent in each case (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, are equal to) not less than 10 (ten) per cent of the consolidated operating income of the Issuer, or, as the case may be, consolidated gross assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited

consolidated accounts of the Issuer and its Subsidiaries, *provided that*, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, the reference to the then latest audited consolidated accounts of the Issuer and its Subsidiaries for the purposes of the calculation above shall, until consolidated accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer;

- (b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary, *provided that* the transferor Subsidiary shall upon such transfer forthwith cease to be a Principal Subsidiary and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (b) on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited as aforesaid but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition; or
- (c) to which is transferred an undertaking or assets which, taken together with the undertaking or assets of the transferee Subsidiary, generated (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, generate operating income equal to) not less than 10 (ten) per cent of the consolidated operating income of the Issuer, or represent (or, in the case aforesaid, are equal to) not less than 10 (ten) per cent of the consolidated gross assets of the Issuer and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, *provided that* the transferor Subsidiary (if a Principal Subsidiary) shall upon such transfer forthwith cease to be a Principal Subsidiary unless immediately following such transfer its undertaking and assets generate (or, in the case aforesaid, generate operating income equal to) not less than 10 (ten) per cent of the consolidated operating income of the Issuer, or its assets represent (or, in the case aforesaid, are equal to) not less than 10 (ten) per cent of the consolidated gross assets of the Issuer and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (c) on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition.

For the purposes of this definition:

- (a) if there shall not at any time be any relevant audited consolidated accounts of the Issuer and its Subsidiaries, references thereto herein shall be deemed to be references to a consolidation (which need not be audited) by the Issuer of the relevant audited accounts of the Issuer and its Subsidiaries;

- (b) if, in the case of a Subsidiary which itself has Subsidiaries, no consolidated accounts are prepared and audited, its consolidated operating income and consolidated gross assets shall be determined on the basis of pro forma consolidated accounts (which need not be audited) of the relevant Subsidiary and its Subsidiaries prepared for this purpose by the Issuer;
- (c) if (i) any Subsidiary shall not in respect of any relevant financial period for whatever reason produce audited accounts or (ii) any Subsidiary shall not have produced at the relevant time for the calculations required pursuant to this definition audited accounts for the same period as the period to which the latest audited accounts of the Issuer and its Subsidiaries relate, then there shall be substituted for the purposes of this definition the management accounts of such Subsidiary for such period; and
- (d) where any Subsidiary is not wholly owned by the Issuer there shall be excluded from all calculations all amounts attributable to minority interests.

A report by two directors of the Issuer that in their opinion a Subsidiary is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary shall, in the absence of manifest or proven error, be conclusive and binding on all parties.

13.2 If any Event of Default occurs and is continuing, and if

- (a) the Bondholders' Representative deems appropriate; or
- (b) the Bondholders' Representative has received a written demand from any one or more of the Bondholders together holding at least 25 (twenty-five) per cent of the total outstanding principal amount of the Bonds; or
- (c) the Bondholders' Representative has received a resolution of the Bondholders' meeting in accordance with Condition 14; or
- (d) any of the Events of Default under Conditions 13.1(e), (f), (i)(A), (j) or (k) has occurred,

the Bondholders' Representative shall deliver a default notice to the Issuer informing the Issuer of the occurrence of such Event of Default, declaring the Bonds to be immediately due and payable and demanding payment of all outstanding principal amounts under the Bonds together with interest accrued thereon until (but excluding) the date of repayment. If the Issuer defaults in making a payment under any Bond to any Bondholder, if otherwise not apparent or clearly proven to the contrary, it shall be presumed that such defaults in payment have occurred to all the Bonds.

13.3 After the Bondholders' Representative has delivered the default notice pursuant to Condition 13.2,

- (a) the Bondholders' Representative shall take any actions to cause the Issuer to repay all the debts under the Bonds without further notice. Such actions include filing a lawsuit against the Issuer in so far as legally possible; and
- (b) no Bondholder shall be entitled to take any legal action directly against the Issuer in order to enforce the debt owed to it pursuant to the Bonds unless such Bondholder is able to demonstrate that the Issuer has not made the payment to such Bondholder and the Bondholders' Representative has not taken any actions pursuant to Condition 13.3(a) above against the Issuer within 60 (sixty) days from the date of the default notice to the Issuer in accordance with Condition 13.2.

14. MEETINGS OF BONDHOLDERS

- 14.1 The Issuer or the Bondholders' Representative shall be entitled to call a Bondholders' meeting at any time. The Bondholders' Representative shall promptly convene a Bondholders' meeting:
- (a) within 30 (thirty) days from its receipt of a written request from one or more Bondholder(s) together holding not less than 25 (twenty-five) per cent of the total outstanding principal amount of the Bonds; or
 - (b) as soon as possible after the Bondholders' Representative has become aware of an occurrence of any of the following events:
 - (i) an Event of Default has occurred and no default notice has been sent to the Issuer as specified in Condition 13.2;
 - (ii) a proposal to amend material terms of these Conditions has been made pursuant to Condition 17.1; or
 - (iii) an appointment of a new Bondholders' Representative is required except in the case where the Issuer has sent a notice to the Bondholders requesting their approval for the appointment of the new Bondholders' Representative pursuant to Condition 16.3 (b).
- 14.2 A resolution duly passed at a duly convened meeting of the Bondholders shall be binding upon all Bondholders, whether or not present at the meeting. The rules and procedures for convening and conducting a meeting of the Bondholders are as set out in Annex B to these Conditions.
- 14.3 The Bondholders' Representative may adopt a resolution without holding a Bondholders' meeting if Bondholders approve the action by placing their signatures on a copy of the text of the resolution. Any such resolution shall be effective and duly bind all the Bondholders (regardless of whether or not a Bondholder has executed or accepted such resolution) when it has been signed by the Bondholders holding the aggregate number of votes required to pass such resolution in accordance with Clause 6 of Annex B to these Conditions, provided that the counting of the number of votes is based on the total outstanding amount of the Bonds. The duly signed copy or copies of the resolution shall be delivered to the Bondholders' Representative within a reasonable period of time as determined by the Bondholders' Representative and placed in the minutes of the Bondholders' meeting with a copy to the Registrar and the Issuer.
- 14.4 If there is only one Bondholder, a written resolution, duly signed by such Bondholder, shall be treated as a resolution of a Bondholders' meeting without having to hold a Bondholders' meeting.
- 14.5 Any meeting of the Bondholders under these Conditions shall be a joint meeting between the Bondholders of Series 1 Bonds, the Bondholders of Series 2 Bonds and the Bondholders of Series 3 Bonds using a joint quorum and resolution, unless the subject matter for which the resolution is required affects the holders of a particular series of Bonds, in which case a quorum and resolution of the relevant Bondholders shall be required.
- 14.6 The Issuer shall be responsible for all reasonable costs and expenses incurred in connection with the convening and holding of any meeting of the Bondholders.

15. POWERS, DUTIES AND RESPONSIBILITIES OF THE BONDHOLDERS' REPRESENTATIVE

- 15.1 The Bondholders' Representative shall act in good faith and shall be bound to exercise the degree of care usually required from a person performing the business of the Bondholders' Representative. The Bondholders' Representative shall not be responsible to the Bondholders for any damages arising from the performance or non-performance of its obligations, except those arising from willful misconduct, gross negligence and/or bad faith in the performance of its obligations as provided in these Conditions, in the Bondholders' Representative Appointment Agreement or in any applicable law.
- 15.2 The Bondholders' Representative shall duly perform and comply with its powers and duties which are prescribed by the relevant laws and the SEC regulations as powers and duties of a representative of Bondholders appointed by virtue of the SEC's notification and as specified in the Bondholders' Representative Appointment Agreement, including those powers and duties under these Conditions. The Bondholders' Representative's powers, duties and responsibilities include (but are not limited to) the following:
- (a) to act in accordance with these Conditions and the Bondholders' Representative Appointment Agreement and in the case where the Bondholders' Representative has the right to exercise its discretion to act under these Conditions, the Bondholders' Representative may at liberty use its discretion by upholding the interest of the Bondholders as the main objective;
 - (b) to enter into an agreement with the Issuer in respect of the following matters without having to first obtain consent from a meeting of the Bondholders:
 - (i) amending or modifying these Conditions and/or any agreement relating to the Bonds in any respect that the Bondholders' Representative deems to be beneficial to the Bondholders or in a manner that would not prejudice the Bondholder's rights;
 - (ii) amending or modifying these Conditions and/or any agreement relating to the Bonds in order to correct any manifest errors or to ensure they are in line with the relevant law and regulations; and
 - (iii) providing a waiver or exemption in respect of any event specified in Condition 13.1 at any time which must proceed in accordance with Condition 13.2 if the Bondholders' Representative considers that such waiver or exemption is appropriate, taking into account the interest of the Bondholders as its main concern;
 - (c) to monitor the Issuer's and compliance with, and performance of, its obligations under these Conditions;
 - (d) to receive and keep in custody the original documents and assets including security (if any) which the Bondholders' Representative must receive or hold for the benefit of all Bondholders in connection with the performance of its duties under these Conditions and the Bonds;
 - (e) to convene meetings of Bondholders as required under these Conditions and to attend all meetings of the Bondholders and to give its opinions to the meetings on suitable courses of action in cases where the Issuer fails to comply with these Conditions or in other cases which are or might be prejudicial to the interests of the Bondholders;

- (f) to promptly make a report to the Bondholders on important matters which have been carried out pursuant to the powers and duties of the Bondholders' Representative;
 - (g) to facilitate the inspection by the Bondholders, at the principal office of the Bondholders' Representative during its normal office hours, of copies of the financial statements, these Conditions, the Bondholders' Representative Appointment Agreement and the Registrar Appointment Agreement and other reports provided by the Issuer to the Bondholders' Representative; and
 - (h) in the event that the Bondholders' Representative is for any reason disqualified from acting in its capacity as Bondholders' Representative, to immediately inform the Issuer in writing of such disqualification.
- 15.3 The Bondholders' Representative shall perform its duties and obligations in good faith for the interest and benefit of the Bondholders in accordance with these Conditions, the Bondholders' Representative Appointment Agreement and all applicable laws. The Bondholders' Representative shall not be liable to any person for damages arising from its acts in reliance upon affidavits issued by authorized directors of the Issuer, or opinions, recommendations or information supplied by experts given specifically to the Bondholders' Representative, if the Bondholders' Representative acts in good faith with such level of duty and care as can be expected from a professional entity acting as a bondholders' representative.
- 15.4 Any material amendment or modification of the Bondholders' Representative Appointment Agreement which may adversely affect any interest and benefit of the Bondholders must be approved in advance by a meeting of the Bondholders.

16. APPOINTMENT AND REMOVAL OF THE BONDHOLDERS' REPRESENTATIVE

- 16.1 The Issuer has appointed the Bondholders' Representative to act as a representative of the Bondholders, in full compliance with all applicable laws as well as the Notification of the Capital Market Supervisory Board No. TorChor. 37/2552 Re: Qualifications Required for the Bondholders' Representative and Performance of the Bondholders' Representative according to its Powers and Duties dated 3 August 2009 (as amended) and any other relevant laws and regulations concerning qualifications of a bondholders' representative. The Bondholders' Representative has been approved by the SEC and other relevant authorities to perform its duties and functions as a representative of the Bondholders, as required by applicable laws and regulations. The Bondholders are deemed to have accepted and consented to the Issuer's appointment of the Bondholders' Representative as the Bondholders' Representative pursuant to the terms of the Bondholders' Representative Appointment Agreement and to ratify any action the Bondholders' Representative may have done for or on behalf of the Bondholders prior to and after the subscription or accepting the transfer of the Bonds.
- 16.2 Removal of the Bondholders' Representative is required under the following circumstances:
- (a) the Bondholders' Representative becomes disqualified to act as a representative of Bondholders and fails to rectify the event of such disqualification within 60 (sixty) days from the date of the disqualification;
 - (b) a Bondholders' meeting passes a resolution to terminate the appointment of the Bondholders' Representative due to its negligent performance or failure to perform its duties;
 - (c) the Bondholders' Representative is in breach of any provision of the Bondholders' Representative Appointment Agreement or these Conditions and such breach has not been remedied within 30 (thirty) days from the date the Issuer or any one or more of

the Bondholders holding together at least 25 (twenty-five) per cent of the total outstanding principal amount of the Bonds sends a written notice to the Bondholders' Representative demanding such remedy; and

- (d) the appointment of the Bondholders' Representative is terminated in accordance with the Bondholders' Representative Appointment Agreement.

16.3 In case of a removal of the Bondholders' Representative, the Bondholders' Representative or the Issuer shall proceed in accordance with either of the following:

- (a) call a meeting of the Bondholders to approve the appointment of a new Bondholders' Representative; or
- (b) issue a notice to all Bondholders requesting approval for the appointment of the new Bondholders' Representative, and if such request is not rejected in writing by Bondholders holding more than 10 (ten) per cent of the total outstanding principal amount of the Bonds within 30 (thirty) days from the date of such notice, it shall be deemed that all Bondholders approve the appointment of the new Bondholders' Representative.

16.4 The existing Bondholders' Representative shall in any event continue to perform its duties and functions in order to protect the Bondholders' interests under these Conditions until the new Bondholders' Representative is legally appointed in accordance with these Conditions, applicable laws and regulations.

16.5 If the Bondholders' Representative is replaced, the Issuer and/or the new Bondholders' Representative, as the case may be, shall, if required by applicable laws and regulations, apply for approval from the SEC. After the Issuer has appointed the new Bondholders' Representative, the Issuer shall notify each Bondholder in writing of such appointment within 30 (thirty) days from the date thereof and the Bondholders' Representative who has been terminated shall promptly hand over all assets, information and documents currently held by it to the new Bondholders' Representative and shall fully co-operate with the new Bondholders' Representative so as to ensure an orderly transition and the proper performance and assumption of duties by the new Bondholders' Representative.

17. AMENDMENT TO THESE CONDITIONS

17.1 Except as specified in Conditions 15.2 (b) (i) and (ii), any amendment to these Conditions requires the approval of the Issuer and the Bondholders' meeting in accordance with Annex B to these Conditions.

17.2 The Bondholders' Representative may amend any Conditions as specified in Conditions 15.2 (b) (i) and (ii). The Bondholders' Representative shall promptly inform the Issuer in writing of the amendment to these Conditions made by the Bondholders' Representative pursuant to Condition 19.

17.3 The Issuer shall deliver the amended Conditions to the Registrar and the Bondholders' Representative and shall cause the Registrar or the Bondholders' Representative to deliver copies of such amended Conditions and other relating document(s) (if any) to the SEC and ThaiBMA within 15 (fifteen) days from the effective date of such amendment and to the Bondholders upon written request.

18. REPLACEMENT OF BOND CERTIFICATES

If a Bond Certificate is lost, stolen, mutilated, defaced, destroyed or damaged in any manner, the relevant Bondholder whose name appears in the Register Book shall be entitled to request that the Registrar issue a replacement certificate, subject to the payment of reasonable fees and expenses to the Registrar for the replacement certificate and the delivery of relevant documents reasonably required by the Registrar. Mutilated or defaced Bond Certificates must be surrendered before replacements will be issued. The Registrar shall issue a replacement Bond Certificate to the Bondholder within 14 (fourteen) Business Days from the date of the Registrar's receipt of the request and other documents required by it and the Registrar shall record in the Register Book the cancelled Bond Certificates.

19. NOTICES

19.1 Notices to Bondholders and the Bondholders' Representative

- (a) Notices to Bondholders will be deemed to be validly given if sent by registered mail (or the equivalent) or (if posted to an overseas address) by courier to the address of the Bondholder specified in the Register Book or, with respect to persons whose Bonds are deposited with TSD, to the address specified by TSD for such Bondholder; and
- (b) Notices to the Bondholders' Representative shall be validly given if sent to the address or fax number of the Bondholders' Representative specified in the Bondholders' Representative Appointment Agreement.

19.2 Neither the failure to give notice nor any defect in any notice given to any particular Bondholder shall affect the sufficiency of any notice with respect to other Bondholders.

19.3 Notices to the Issuer and the Registrar

- (a) Notices to the Registrar shall be validly given if sent to the address or fax number of the Registrar specified in the Registrar Appointment Agreement;
- (b) Notices to the Issuer shall be validly given if sent to the address or fax number of the Issuer as specified below (or as otherwise notified from time to time to the Bondholders' Representative and the Registrar):

THE ISSUER

Woori Bank

Address: 203 Hoehyon-dong, 1-ka
Chung-ku, Seoul 100-051
Korea

Telephone: +822-2002- 4307
Fax: +822-2002-5630
Attention: Mr. Jeong Mook Lee

THE ISSUER'S CONTACT PERSON

Dherakupt Consultant Co., Ltd.

Address: 15th Floor, Uninvest Complex Building
546 Ratchadaphisek Road
Chandrakasem, Jatujak
Bangkok 10900

Telephone: +662-511-1512
Facsimile: +662-938-1247
Attention: Mr. Ekamol Boonyaviroj

- (c) Any communication made or delivered by one person to another under these Conditions will only be effective:
- (i) if sent by fax, when a transmission report showing the successful transmission of the facsimile is received by the sender;
 - (ii) if sent by registered mail, 7 (seven) days after the dispatch; or
 - (iii) if sent by courier, 48 (forty-eight) hours from the date of delivery to the courier service.

19.4 All notices and communications to be made to the Issuer in relation to the Bonds and these Conditions shall be made in English language, unless as otherwise required under the applicable laws or any other agreement, in which case an English translation thereof shall be provided to the Issuer.

20. THE ISSUER'S CONTACT PERSON IN THAILAND

The Issuer has appointed Dherakupt Consultant Co., Ltd., whose address is specified in Condition 19.3(b) as its contact person in Thailand for the purposes of (i) receiving writs, summons, letters, orders or any other documents relating to the Bonds in Thailand on behalf of the Issuer; and (ii) contacting relevant government authorities relating the issue and offer of the Bonds in Thailand on behalf of the Issuer. If, for any reason, the existing Issuer's Contact Person ceases to act as the Issuer's contact person in Thailand or ceases to be registered in Thailand, the Issuer must forthwith appoint a new Issuer's Contact Person and inform the Bondholders' Representative and the Registrar of the appointment of such new Issuer's Contact Person together with its contact details as soon as practicable. In such case, the Issuer agrees to procure that the existing Issuer's Contact Person shall continue to perform its duties as specified above until a new Issuer's Contact Person is appointed. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

21. CURRENCY INDEMNITY

21.1 The Issuer shall make payment in respect of any sum payable under these Conditions in Baht. If any sum is due from the Issuer under these Conditions (a "Sum"), or any order, judgment or award given or made in any jurisdiction in relation to a Sum, has to be converted from Baht (the "First Currency") in which that Sum is payable into another currency for the purpose of:

- (a) making or filing a claim or proof against the Issuer, including the winding-up of the Issuer;
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Issuer shall as an independent obligation, within 7 (seven) Business Days of demand, indemnify the Bondholder(s) to whom that Sum is payable against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into such another currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

21.2 The indemnity specified under this Condition 21 shall constitute separate and independent obligations from the other obligations contained herein, shall give rise to a separate and

independent cause of action, and shall apply irrespective of any indulgence granted by any Bondholder from time to time, and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due hereunder or under any such judgment or order, to the fullest extent permitted by applicable laws.

22. GOVERNING LAW AND JURISDICTION

- 22.1 These Conditions and the Bonds shall be governed by and construed in accordance with the laws of Thailand. To the extent of discrepancy or inconsistency between any provision of these Conditions and any laws or notifications applicable to the Bonds, the provisions of such laws or notifications applicable to the Bonds shall supersede only the parts of these Conditions which give rise to such discrepancy or inconsistency.
- 22.2 The Issuer agrees that any legal action arising out of or relating to these Conditions may be brought in the courts of Thailand and submits to the non-exclusive jurisdiction of such courts.
- 22.3 Nothing in these Conditions shall limit the right of the Bondholders' Representative and/or the Bondholders to commence any legal action against the Issuer and/or its assets in any other jurisdiction or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction shall, to the full extent permitted by applicable laws of the relevant jurisdictions, not preclude the Bondholders' Representative and/or the Bondholders from taking proceedings in any other jurisdiction whether concurrently or not.
- 22.4 In the case where the Issuer has acquired or will subsequently acquire immunity from the proceedings in respect of itself or its property, the Issuer shall have waived such immunity, except immunity in respect of its property used for diplomatic or consular missions, property of a military nature, and property located in its territory and dedicated to a public or governmental use as distinguished from the property dedicated to commercial use.

These Conditions are made on 20 March 2013, and shall be effective from the Issue Date.

WOORI BANK

as Issuer

By: _____

(Mr. Chang Yeon Kim)
Authorized Signatory

ANNEX A
BOND CERTIFICATE

(Form of Bond Certificate: Series 1 Bonds)

Certificate of name registered, unsecured, unsubordinated bonds
Registration No. [●] with a Bondholders' Representative Registered on [●]

Registration No. [●]
Registered on [●]



Woori Bank

(incorporated with limited liability under the laws of the Republic of Korea)

CERTIFICATE OF THE BONDS OF WOORI BANK NO. 1/2556 SERIES 1 DUE B.E. 2559 (2016)

Issue Date: 28 March 2013 Maturity Date: 28 March 2016 Term: 3 years Nominal Amount: Baht 1,000 each Total Offering Amount: 3,000,000 units Total Issue Size: Baht 3,000,000,000

Interest Rate: 3.56 per cent per annum Payable: semi-annually Paid by (i) account-payee-only cheque sent by mail to the Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar, according to the procedures and conditions set forth in paragraph 2.3 on the reverse side of this Bond Certificate.

Woori Bank (the "Issuer") will redeem "The Bonds of Woori Bank No. 1/2556 Series 1 Due B.E. 2559 (2016)" (the "Bonds") on the Maturity Date which is 28 March 2016 by: (i) issuing account-payee-only cheque in the name of the Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar.

Name of Bondholder [●] No. of Bonds (Units) [●] Bond Certificate No. [●]
Bondholder Registration No. [●] Total Principal Amount (Baht) [●]
Issue Date of the Bond Certificate [●]

This Bond Certificate is subject to the Terms and Conditions of the Bonds dated 20 March 2013 (as amended) (the "Terms and Conditions") submitted to the Office of the Securities and Exchange Commission.

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 7.4 of the Terms and Conditions) unsecured obligations of the Issuer which rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured (subject to Condition 7.4 of the Terms and Conditions) and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

The Issuer has registered a transfer restriction of the Bonds with the Office of the Securities and Exchange Commission and is bound by such transfer restriction to procure that no Bond will be transferred to any person other than those qualified as "Institutional Investors" and "High Net Worth Investors" as respectively defined in Clause 3(2)(a) and Clause 3(2)(b) of the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any person who is not qualified as such Institutional Investor or High Net Worth Investors referred to above. In addition, according to applicable Korea laws and regulations, within 1 (one) year from the Issue Date, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any Korean Resident (as defined in the Terms and Conditions).

Authorized signatory / Registrar

Unless otherwise specified in this Bond Certificate, the defined terms used in this Bond Certificate shall have the meaning given to them in the Terms and Conditions.

Summary of key terms relating to the payments and redemption of the Bonds:

1. The Bonds are unsecured and unsubordinated with a Bondholders' Representative in the name-registered Bond Certificate.
Bondholders' Representative: TMB Bank Public Company Limited
Registrar: Thailand Securities Depository Company Limited ("TSD")
2. Interest calculation period and procedures for interest payment and redemption of the Bonds:
 - 2.1 Interest shall be payable semi-annually and shall be paid on 28 March and on 28 September of each year throughout the term of the Bonds and the first payment of interest shall be made on 28 September 2013 and the last interest payment on the Maturity Date. If the Interest Payment Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.2 The Issuer shall redeem the Bonds on the Maturity Date by making payments of all outstanding principal under the Bonds and the final interest. If the Maturity Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.3 The Issuer shall pay interest in each installment (as specified in paragraph 2.1 above) and principal (as specified in paragraph 2.2 above) to the Bondholders by: (i) a Baht crossed check marked "A/C Payee Only" drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar. In this regard, for the principal repayment and the final interest payment, the Issuer shall not be required to make such payments until the Bondholders whose Bonds are not deposited with TSD have surrendered the Bond Certificate at the principal office of the Registrar. Such Bondholders may surrender the Bond Certificate prior to the payment date and the Registrar shall issue a written acknowledgement of receipt thereof as evidence.
3. The closure of the Register Book
The Issuer shall cause the Registrar to close the Register Book for one day on the 14th day prior to the interest payment date, the maturity date or the meeting date of the Bondholders or any other date for any other purpose as specified in the Terms and Conditions in order to suspend the transfer of the Bonds for the purpose of determining the rights of the Bondholders.
If the closure date of the Register Book is not a Business Day, the Register Book shall be closed on the following Business Day.
4. Other details and conditions are as specified in the Terms and Conditions.

Please read	(1) An applicant for the registration of a Bond transfer must complete the Bond transfer registration form for each transfer, and deliver such form to the Registrar.
	(2) For the first transferee of the Bonds from the Bondholder whose name appears on the front of this Bond Certificate, a certified copy of the affidavit issued by the Ministry of Commerce which is not more than 1 (one) year old and (a) certified copy(ies) of the I.D. card of the authorized person(s) must be submitted together with this Bond Certificate.
	(3) When a transferee wishes to transfer the Bonds, such transferee must affix exactly the same signature as when he acquires the transfer of such Bonds. Any change of authorized signatory(ies) must be substantiated by the documents referred to in item (2) above.

Signature of Transferor	Signature of Transferee (who wishes to have his name entered in the Register Book)	Authorized Signature of the Registrar with the seal of the Registrar/Issuer (if any)
	Full Name of Transferee in Block Letters	
1 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
2 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
3 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	

(Form of Bond Certificate: Series 2 Bonds)

Certificate of name registered, unsecured, unsubordinated bonds
Registration No. [●] with a Bondholders' Representative Registered on [●]

Registration No. [●]
Registered on [●]



Woori Bank

(incorporated with limited liability under the laws of the Republic of Korea)

CERTIFICATE OF THE BONDS OF WOORI BANK NO. 1/2556 SERIES 2 DUE B.E. 2561 (2018)

Issue Date: 28 March 2013 Maturity Date: 28 March 2018 Term: 5 years Nominal Amount: Baht 1,000 each Total Offering Amount: 3,000,000 units Total Issue Size: Baht 3,000,000,000

Interest Rate: 3.99 per cent per annum Payable: semi-annually Paid by (i) account-payee-only cheque sent by mail to the Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar, according to the procedures and conditions set forth in paragraph 2.3 on the reverse side of this Bond Certificate.

Woori Bank (the "Issuer") will redeem "The Bonds of Woori Bank No. 1/2556 Series 2 Due B.E. 2561 (2018)" (the "Bonds") on the Maturity Date which is 28 March 2018 by: (i) issuing account-payee-only cheque in the name of the Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar.

Name of Bondholder [●] No. of Bonds (Units) [●] Bond Certificate No. [●]
Bondholder Registration No. [●] Total Principal Amount (Baht) [●]
Issue Date of the Bond Certificate [●]

This Bond Certificate is subject to the Terms and Conditions of the Bonds dated 20 March 2013 (as amended) (the "Terms and Conditions") submitted to the Office of the Securities and Exchange Commission.

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 7.4 of the Terms and Conditions) unsecured obligations of the Issuer which rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured (subject to Condition 7.4 of the Terms and Conditions) and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

The Issuer has registered a transfer restriction of the Bonds with the Office of the Securities and Exchange Commission and is bound by such transfer restriction to procure that no Bond will be transferred to any person other than those qualified as "Institutional Investors" and "High Net Worth Investors" as respectively defined in Clause 3(2)(a) and Clause 3(2)(b) of the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any person who is not qualified as such Institutional Investor or High Net Worth Investors referred to above. In addition, according to applicable Korea laws and regulations, within 1 (one) year from the Issue Date, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any Korean Resident (as defined in the Terms and Conditions).

Authorized signatory / Registrar

Unless otherwise specified in this Bond Certificate, the defined terms used in this Bond Certificate shall have the meaning given to them in the Terms and Conditions.

Summary of key terms relating to the payments and redemption of the Bonds:

1. The Bonds are unsecured and unsubordinated with a Bondholders' Representative in the name-registered Bond Certificate.
Bondholders' Representative: TMB Bank Public Company Limited
Registrar: Thailand Securities Depository Company Limited ("TSD")
2. Interest calculation period and procedures for interest payment and redemption of the Bonds:
 - 2.1 Interest shall be payable semi-annually and shall be paid on 28 March and on 28 September of each year throughout the term of the Bonds and the first payment of interest shall be made on 28 September 2013 and the last interest payment on the Maturity Date. If the Interest Payment Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.2 The Issuer shall redeem the Bonds on the Maturity Date by making payments of all outstanding principal under the Bonds and the final interest. If the Maturity Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.3 The Issuer shall pay interest in each installment (as specified in paragraph 2.1 above) and principal (as specified in paragraph 2.2 above) to the Bondholders by: (i) a Baht crossed check marked "A/C Payee Only" drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar. In this regard, for the principal repayment and the final interest payment, the Issuer shall not be required to make such payments until the Bondholders whose Bonds are not deposited with TSD have surrendered the Bond Certificate at the principal office of the Registrar. Such Bondholders may surrender the Bond Certificate prior to the payment date and the Registrar shall issue a written acknowledgement of receipt thereof as evidence.
3. The closure of the Register Book
The Issuer shall cause the Registrar to close the Register Book for one day on the 14th day prior to the interest payment date, the maturity date or the meeting date of the Bondholders or any other date for any other purpose as specified in the Terms and Conditions in order to suspend the transfer of the Bonds for the purpose of determining the rights of the Bondholders.
If the closure date of the Register Book is not a Business Day, the Register Book shall be closed on the following Business Day.
4. Other details and conditions are as specified in the Terms and Conditions.

Please read	(1) An applicant for the registration of a Bond transfer must complete the Bond transfer registration form for each transfer, and deliver such form to the Registrar.
	(2) For the first transferee of the Bonds from the Bondholder whose name appears on the front of this Bond Certificate, a certified copy of the affidavit issued by the Ministry of Commerce which is not more than 1 (one) year old and (a) certified copy(ies) of the I.D. card of the authorized person(s) must be submitted together with this Bond Certificate.
	(3) When a transferee wishes to transfer the Bonds, such transferee must affix exactly the same signature as when he acquires the transfer of such Bonds. Any change of authorized signatory(ies) must be substantiated by the documents referred to in item (2) above.

Signature of Transferor	Signature of Transferee (who wishes to have his name entered in the Register Book)	Authorized Signature of the Registrar with the seal of the Registrar/Issuer (if any)
	Full Name of Transferee in Block Letters	
1 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
2 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
3 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	

(Form of Bond Certificate: Series 3 Bonds)

Certificate of name registered, unsecured, unsubordinated bonds
Registration No. [●] with a Bondholders' Representative Registered on [●]

Registration No. [●]
Registered on [●]



Woori Bank

(incorporated with limited liability under the laws of the Republic of Korea)

CERTIFICATE OF THE BONDS OF WOORI BANK NO. 1/2556 SERIES 3 DUE B.E. 2563 (2020)

Issue Date: 28 March 2013 Maturity Date: 28 March 2020 Term: 7 years Nominal Amount: Baht 1,000 each Total Offering Amount: 2,000,000 units Total Issue Size: Baht 2,000,000,000

Interest Rate: 4.31 per cent per annum Payable: semi-annually Paid by (i) account-payee-only cheque sent by mail to the Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar, according to the procedures and conditions set forth in paragraph 2.3 on the reverse side of this Bond Certificate.

Woori Bank (the "Issuer") will redeem "The Bonds of Woori Bank No. 1/2556 Series 3 Due B.E. 2563 (2020)" (the "Bonds") on the Maturity Date which is 28 March 2020 by: (i) issuing account-payee-only cheque in the name of the Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar.

Name of Bondholder [●] No. of Bonds (Units) [●] Bond Certificate No. [●]
Bondholder Registration No. [●] Total Principal Amount (Baht) [●]
Issue Date of the Bond Certificate [●]

This Bond Certificate is subject to the Terms and Conditions of the Bonds dated 20 March 2013 (as amended) (the "Terms and Conditions") submitted to the Office of the Securities and Exchange Commission.

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 7.4 of the Terms and Conditions) unsecured obligations of the Issuer which rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured (subject to Condition 7.4 of the Terms and Conditions) and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

The Issuer has registered a transfer restriction of the Bonds with the Office of the Securities and Exchange Commission and is bound by such transfer restriction to procure that no Bond will be transferred to any person other than those qualified as "Institutional Investors" and "High Net Worth Investors" as respectively defined in Clause 3(2)(a) and Clause 3(2)(b) of the Notification of the Securities and Exchange Commission No. KorChor. 5/2552 Re: Determination of Definitions Used in the Notifications on the Issue and Sale of All Types of Debt Instruments dated 15 March 2009, as may from time to time be amended, modified, supplemented or replaced. As a result, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any person who is not qualified as such Institutional Investor or High Net Worth Investors referred to above. In addition, according to applicable Korea laws and regulations, within 1 (one) year from the Issue Date, the Issuer and/or the Registrar will not accept or register any transfer of Bonds to any Korean Resident (as defined in the Terms and Conditions).

Authorized signatory / Registrar

Unless otherwise specified in this Bond Certificate, the defined terms used in this Bond Certificate shall have the meaning given to them in the Terms and Conditions.

Summary of key terms relating to the payments and redemption of the Bonds:

1. The Bonds are unsecured and unsubordinated with a Bondholders' Representative in the name-registered Bond Certificate.
Bondholders' Representative: TMB Bank Public Company Limited
Registrar: Thailand Securities Depository Company Limited ("TSD")
2. Interest calculation period and procedures for interest payment and redemption of the Bonds:
 - 2.1 Interest shall be payable semi-annually and shall be paid on 28 March and on 28 September of each year throughout the term of the Bonds and the first payment of interest shall be made on 28 September 2013 and the last interest payment on the Maturity Date. If the Interest Payment Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.2 The Issuer shall redeem the Bonds on the Maturity Date by making payments of all outstanding principal under the Bonds and the final interest. If the Maturity Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.3 The Issuer shall pay interest in each installment (as specified in paragraph 2.1 above) and principal (as specified in paragraph 2.2 above) to the Bondholders by: (i) a Baht crossed check marked "A/C Payee Only" drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder; or (ii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar. In this regard, for the principal repayment and the final interest payment, the Issuer shall not be required to make such payments until the Bondholders whose Bonds are not deposited with TSD have surrendered the Bond Certificate at the principal office of the Registrar. Such Bondholders may surrender the Bond Certificate prior to the payment date and the Registrar shall issue a written acknowledgement of receipt thereof as evidence.
3. The closure of the Register Book
The Issuer shall cause the Registrar to close the Register Book for one day on the 14th day prior to the interest payment date, the maturity date or the meeting date of the Bondholders or any other date for any other purpose as specified in the Terms and Conditions in order to suspend the transfer of the Bonds for the purpose of determining the rights of the Bondholders.
If the closure date of the Register Book is not a Business Day, the Register Book shall be closed on the following Business Day.
4. Other details and conditions are as specified in the Terms and Conditions.

Please read	<p>(1) An applicant for the registration of a Bond transfer must complete the Bond transfer registration form for each transfer, and deliver such form to the Registrar.</p> <p>(2) For the first transferee of the Bonds from the Bondholder whose name appears on the front of this Bond Certificate, a certified copy of the affidavit issued by the Ministry of Commerce which is not more than 1 (one) year old and (a) certified copy(ies) of the I.D. card of the authorized person(s) must be submitted together with this Bond Certificate.</p> <p>(3) When a transferee wishes to transfer the Bonds, such transferee must affix exactly the same signature as when he acquires the transfer of such Bonds. Any change of authorized signatory(ies) must be substantiated by the documents referred to in item (2) above.</p>
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Signature of Transferor	Signature of Transferee (who wishes to have his name entered in the Register Book)	Authorized Signature of the Registrar with the seal of the Registrar/Issuer (if any)
	Full Name of Transferee in Block Letters	
1 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
2 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	
3 Signature of Transferor	(Signature of Transferee)	
	(Block Letters)	

ANNEX B
REQUIREMENTS FOR THE MEETING OF BONDHOLDERS

1. Calling Meetings

The Issuer or the Bondholders' Representative may call a meeting of the Bondholders by requesting the Registrar to send notice of the meeting by registered mail to the Bondholders and the Issuer or the Bondholders' Representative (who is not the person calling for the meeting) at least 7 (seven) days (excluding the date of delivery of such notice of the meeting and the meeting date) prior to the proposed meeting date. Such notice shall be in the English and Thai languages and shall specify the date, time and place for the meeting, the agenda of the meeting and the identity of the party calling the meeting. The Registrar shall deliver notice of the meeting to all Bondholders whose names and addresses appear in the Register Book or in the record of TSD on the Record Date.

2. Eligibility to Attend Meetings

The following persons are eligible to attend each meeting of the Bondholders:

- (a) the Bondholders, the Issuer and the Bondholders' Representative;
- (b) the Bondholders may appoint another Bondholder(s) or any person ("**Proxy**") to attend the meeting and vote on their behalf, by executing a written proxy appointment in the form as set out by the Registrar, available at the principal office of the Registrar, provided that the original proxy form and supporting documents required by the Registrar must be submitted to the Registrar prior to the time scheduled for the meeting;
- (c) on the request of the Issuer and/or the Bondholders' Representative, financial advisors, legal advisors or other persons involved with the matters to be discussed at the meeting; and
- (d) any person permitted by the chairman of the meeting to attend the meeting for observation.

3. Quorum Requirements

- 3.1 Except with respect to meetings of Bondholders convened to approve the matters set out in Clause 6.3 and Clause 6.4, a quorum of a meeting of Bondholders shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 25 (twenty-five) per cent of the outstanding Bonds.
- 3.2 If a meeting is adjourned due to the lack of a quorum as required by Clause 3.1, the quorum for a subsequent meeting shall be constituted by the presence of two or more Bondholders, regardless of the aggregate number of Bonds held by them.
- 3.3 A quorum of a meeting of the Bondholders convened to consider the matters set out in Clause 6.3 shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 50 (fifty) per cent of the outstanding Bonds. If a meeting is adjourned due to the lack of a quorum as required by this Clause 3.3, the quorum for a subsequent meeting shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 25 (twenty-five) per cent of the outstanding Bonds.
- 3.4 A quorum of a meeting of the Bondholders convened to consider the matters set out in Clause 6.4 shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 66 (sixty-six) per cent of the outstanding Bonds. If a meeting is adjourned due to the

lack of a quorum as required by this Clause 3.4, the quorum for a subsequent meeting shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 33 (thirty-three) per cent of the outstanding Bonds.

4. Chairman of the Meeting

The Bondholders' Representative or such person authorized by the Bondholders' Representative shall preside as chairman of the meeting. Should the chairman of the meeting be absent upon a lapse of 45 (forty-five) minutes from the time scheduled for the meeting, the meeting shall elect any Bondholder to preside over such meeting.

5. Adjournment of the Meeting

5.1 At any meeting of the Bondholders, upon a lapse of 45 (forty-five) minutes from the time scheduled for the meeting, should the number of the Bondholders attending the meeting remain insufficient to constitute a quorum, the chairman of the meeting shall adjourn the meeting as follows:

- (a) If the meeting was called by the Issuer or the Bondholders' Representative, the chairman of the meeting shall adjourn the meeting to the date, time and place as specified by the chairman. The date for the adjourned meeting shall not be less than 7 (seven) days but not more than 14 (fourteen) days from the previous meeting date, unless the Issuer and the Bondholders' Representative agree not to call another meeting. In addition, the matters to be considered and resolved at the adjourned meeting must be only those pending from the previous meeting;
- (b) If the meeting was called by the Bondholders, no adjourned meeting shall be called as provided by paragraph (a) above; and
- (c) If the meeting was called due to the absence of a quorum at the previous meeting, no adjourned meeting shall be called as provided by paragraph (a) above.

5.2 The Registrar shall deliver the notice of any adjourned meeting to the Issuer, the Bondholders' Representative and the Bondholders who were sent notices of the previous meeting, not less than 3 (three) days prior to the adjourned meeting (excluding the date of the notice of the meeting and the meeting date). Such notice of the meeting shall specify the date, time and place for the meeting, the agenda of the meeting and quorum required for the adjourned meeting.

6. Resolutions of the Meeting

6.1 Resolutions on any matters by the meeting of the Bondholders shall be decided by a show of hands or casting of votes as selected by the chairman of the meeting. The votes held by each of the Bondholders will be equal to the number of Bonds held by them and one unit of Bonds shall be entitled to one vote. In the case of an equal vote, the chairman of the meeting shall have a decisive (casting) vote (for both a show of hands and secret ballot) in addition to the votes that the chairman of the meeting may be entitled to cast in his or her capacity as a Bondholder or a Proxy.

6.2 Resolutions of the meeting of the Bondholders on any matters other than those specified in Clauses 6.3 and 6.4 shall be decided by a majority of votes of the Bondholders attending the meeting and casting their votes.

- 6.3 Resolutions of the meeting of the Bondholders on any of the following matters shall be decided by a majority of votes representing not less than 66 (sixty-six) per cent of all votes of the Bondholders attending the meeting and casting their votes.
- (a) any amendment or waiver to the Conditions other than those matters specified in Clause 6.4; and
 - (b) any replacement of the Bondholders' Representative and the appointment of new Bondholders' Representative.
- 6.4 Resolutions of the meeting of the Bondholders on any of the following matters shall be decided by a majority of votes representing not less than 75 (seventy-five) per cent of all votes of the Bondholders attending the meeting and casting their votes.
- (a) the repayment of Bonds by way of conversion of the Bonds into shares, other Bonds or other property of the Issuer or any person;
 - (b) any amendment to the Maturity Date or the due date for any payment in respect of the Bonds;
 - (c) any amendment to, reduction, cancellation, or change of the security, the amount of principal, interest and/or any other sum due or payable in respect of the Bonds;
 - (d) a change of the currency of any payment to be made in respect of the Bonds;
 - (e) any amendment to the requirements for the meeting of the Bondholders in relation to quorum (Clause 3) and resolutions of the meeting (Clause 6); and
 - (f) any amendment to the Conditions to enable any actions relating to (a) to (e) above.
- 6.5 Any Bondholder that has any conflict of interest with respect to any matter to be decided at a meeting of Bondholders shall not be entitled to vote on such matter.

7. Minutes of the Meeting

Within 14 (fourteen) days after the date of the meeting of the Bondholders, the Bondholders' Representative shall prepare the minutes of the meeting. The chairman of the meeting shall certify such minutes as accurate and the Bondholders' Representative shall keep the original minutes and make copies available for inspection by the Bondholders at its principal office during normal business hours.