

AMENDMENT AGREEMENT

dated 15 April 2015

for

GANYMEDE INTERMEDIATE LIMITED

arranged by

CTBC BANK CO., LTD., CATHAY UNITED BANK CO., LTD., MEGA INTERNATIONAL
COMMERCIAL BANK CO., LTD. and ING BANK N.V., SINGAPORE BRANCH

with

CTBC BANK CO., LTD.
acting as Facility Agent

and

CATHAY UNITED BANK CO., LTD.
acting as Security Agent

RELATING TO A MGO FACILITY AGREEMENT DATED

23 December 2014

Linklaters

Ref: L-229288

CONTENTS

| CLAUSE | PAGE |
|--|-------------|
| 1. Definitions and interpretation..... | 1 |
| 2. Representations..... | 1 |
| 3. Amendment | 2 |
| 4. Transaction expenses..... | 3 |
| 5. Miscellaneous | 3 |
| 6. Governing law..... | 4 |
| Schedule Name of Lenders..... | 5 |

THIS AGREEMENT is dated 15 April 2015 and made between:

- (1) **GANYMEDE INTERMEDIATE LIMITED**, an exempted company incorporated under the laws of the Cayman Islands with registration number 293154, whose registered office is at 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands (the "**Borrower**" or the "**Company**");
- (2) **GANYMEDE INVESTMENT HOLDINGS, L.L.C.**, a limited liability company formed under the laws of the State of Delaware, whose registered office is at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, 19801, Delaware, United States (the "**MGOCo**");
- (3) **THE FINANCIAL INSTITUTIONS** listed in the Schedule (*Name of Lenders*) as Lenders (the "**Lenders**"); and
- (4) **CTBC BANK CO., LTD.** as facility agent of the other Finance Parties (the "**Facility Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Amended Agreement**" means the Original Facility Agreement, as amended by this Agreement.

"**Original Facility Agreement**" means the US\$200,000,000 MGO facility agreement dated 23 December 2014 between, amongst others, the Company as borrower, the MGOCo, CTBC Bank Co., Ltd., Cathay United Bank Co., Ltd., Mega International Commercial Bank Co., Ltd. and ING Bank N.V., Singapore Branch as mandated lead arrangers, the Facility Agent, and Cathay United Bank Co., Ltd. as security agent.

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

1.2 Incorporation of defined terms

- (a) Unless a contrary indication appears, terms defined in the Original Facility Agreement have the same meaning in this Agreement.
- (b) The principles of construction set out in the Original Facility Agreement shall have effect as if set out in this Agreement.

1.3 Designation

In accordance with the Original Facility Agreement, each of the Company and the Facility Agent designate this Agreement as a Finance Document.

2. REPRESENTATIONS

Each Obligor (unless otherwise stated in Clause 20 (*Representations*) of the Original Facility Agreement) makes the Repeating Representations, by reference to the facts and circumstances then existing on the date of this Agreement, but as if references in the Repeating Representations to "the Finance Documents" include this Agreement and the Amended Agreement.

3. AMENDMENT

3.1 Amendment

With effect on and from the date of this Agreement:

- (a) the account number "901-10-117118-3" in the definition of "Settlement Account" shall be replaced with "904-10-117118-3" as if that account number had been so replaced on and from the Signing Date;
- (b) in the definition of "Debt Funded Total Cost": (A) the words "amount in US\$" shall be inserted immediately after the words "in respect of any date, the aggregate"; and (B) the words "SPA Price" in paragraph (b)(i) shall be replaced with "SPA HK\$ Price";
- (c) in the definition of "Equity Funded Total Cost": (A) the words "the aggregate amount of all amounts that have been withdrawn from the Settlement Account" shall be replaced with the words "the aggregate amount in US\$ of all amounts that have been withdrawn from the Settlement Account (other than any amount which has been transferred from the Disbursement Account to the Settlement Account other than pursuant to a Reimbursement Transfer)"; and (B) the words "SPA Price" in paragraph (a) shall be replaced with "SPA HK\$ Price";
- (d) the definition of "Total Cost" shall be replaced with the following:

""**Total Cost**" means, in respect of any date, the aggregate amount in US\$ of:

- (a) all amounts withdrawn from the Disbursement Account and/or the Settlement Account, in each case, to the extent used to fund:
 - (i) the payment of the consideration for the Acquired MGO Shares in an amount equal to the SPA HK\$ Price multiplied by the number of the Acquired MGO Shares purchased by the MGO Co up to that date; and/or
 - (ii) all fees, costs, and expenses payable in HK\$ or any other currency other than US\$ up to that date in relation to the MGO Transaction (including stamp duty);
 - (b) the aggregate amount paid or payable into the Interest Reserve Account up to that date in order to comply with the Minimum Balance required on or prior to that date;
 - (c) all fees, costs, and expenses payable up to that date pursuant to Clauses 13 (*Fees*) or 18 (*Costs and Expenses*); and
 - (d) all fees, costs, and expenses payable in US\$ up to that date in relation to the MGO Transaction.";
- (e) the definition of "Deposited Equity Amount" shall be replaced with the following:

""**Deposited Equity Amount**" means, in respect of any time, the aggregate of all amounts which have been transferred from any source other than the Disbursement Account into the Settlement Account up to and including that time (whether or not such amounts have been subsequently withdrawn) (each an "**Equity Amount**") minus the aggregate of all such Equity Amounts which have been (i) withdrawn from the Settlement Account and (ii) applied for:

- (a) funding any difference between the MGO Offer Price and the SPA HK\$ Price in making payment of any MGO Consideration; or

- (b) any purpose other than a Permitted Purpose, in each case up to and including that time."; and
- (f) paragraph (b) of Clause 22.26 (*Conditions subsequent*) of the Original Facility Agreement shall be replaced with the following:

"(b) ensure that the MGOCo shall:

- (i) within 10 Business Days after any MGO Shares are acquired by the MGOCo, deposit such MGO Shares (to the extent already in the form of CCASS Shares when acquired by the MGOCo) into the Securities Account;
- (ii) (A) within 10 Business Days after any MGO Shares are acquired by the MGOCo, irrevocably instruct the Custodian to take such actions as are necessary to (x) convert such MGO Shares into CCASS Shares (to the extent not already in such form when acquired by the MGOCo) and (y) deposit the same into the Securities Account; and (B) on request of the Custodian, promptly do all such acts or execute all such documents as may be necessary to enable the Custodian to carry out such instructions; and
- (iii) if any Acquired MGO Shares have not been so converted into CCASS Shares for any reason within 20 Business Days after such shares are acquired by the MGOCo, comply with the Acquired MGO Shares Charge as if there had been a failure to comply with this paragraph (b) (but as if any obligation under the Acquired MGO Shares Charge to deliver share certificate(s) in respect of such Acquired MGO Shares to the Security Agent were an obligation to deliver such share certificate(s) only on the date on which the original copy of the relevant share certificate is delivered by the Custodian to the MGOCo or to the Security Agent (in the latter case, the MGOCo's obligations to deliver the share certificate under the Acquired MGO Shares Charge shall be deemed to have been complied with on the date on which the original copy of the relevant share certificate is delivered by the Custodian to the Security Agent))."

3.2 **Continuing obligations**

The provisions of the Original Facility Agreement and the other Finance Documents (including the guarantee and indemnity of each Guarantor) shall, save as amended by this Agreement, continue in full force and effect.

4. **TRANSACTION EXPENSES**

Clause 18.2 (*Amendment Costs*) of the Original Facility Agreement applies to this Agreement.

5. **MISCELLANEOUS**

5.1 **Incorporation of terms**

The provisions of Clause 32 (*Notices*) and Clause 40 (*Enforcement*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" are references to this Agreement.

5.2 **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

6. **GOVERNING LAW**

This Agreement is governed by Hong Kong law.

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

SCHEDULE
NAME OF LENDERS

Cathay United Bank Co., Ltd.

CTBC Bank Co., Ltd.

Mega International Commercial Bank Co., Ltd.

ING Bank N.V., Singapore Branch

SIGNATURES

THE COMPANY

GANYMEDE INTERMEDIATE LIMITED

By: Wayne Banner

Name: Wayne Banner

Title: Authorized Signatory

Address: c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George
Town, Grand Cayman KY1-9005, Cayman Islands

cc: The Carlyle Group, Suite 2801, 28/F, Two Pacific Place, 88 Queensway,
Hong Kong

Fax Number: +852 2878 7227

Email: alex.ying@carlyle.com; james.yang@carlyle.com; frank.lin@carlyle.com

Attention: Alex Ying, James Yang and Frank Lin

THE MGOCO

GANYMEDE INVESTMENT HOLDINGS, L.L.C.

By: Wayne Bannan

Name: Wayne Bannan

Title: Authorized Signatory

Address: c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange
Street, City of Wilmington, County of New Castle, 19801, Delaware, United
States

cc: The Carlyle Group, Suite 2801, 28/F, Two Pacific Place, 88 Queensway,
Hong Kong

Fax Number: +852 2878 7227

Email: alex.ying@carlyle.com; james.yang@carlyle.com; frank.lin@carlyle.com

Attention: Alex Ying, James Yang and Frank Lin

THE LENDERS

CTBC BANK CO., LTD.



By:

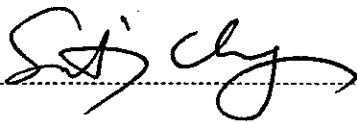
THE LENDERS

CATHAY UNITED BANK CO., LTD.

By: 

THE LENDERS

MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.

By: 

THE LENDERS

ING BANK N.V., SINGAPORE BRANCH

By: 

Ranesh Verma
Managing Director
Head of Telecoms, Media & Technology, Asia



THE FACILITY AGENT

CTBC BANK CO., LTD.



By:

Name:

Title:

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Fax Number: +886 2 2653-9016/ +886 2 2653-9019

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Attention: Mendy Tsui