

THIRD AMENDMENT TO CREDIT AGREEMENT

among

**MAGNA INTERNATIONAL INC.,
AND THE OTHER BORROWERS IDENTIFIED HEREIN**
as Borrowers

- and -

THE FINANCIAL INSTITUTIONS IDENTIFIED HEREIN
as Lenders

- and -

**THE BANK OF NOVA SCOTIA,
CITIGROUP GLOBAL MARKETS INC.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
BNP PARIBAS SECURITIES CORP. and
EXPORT DEVELOPMENT CANADA**
as Joint Lead Arrangers and Joint Bookrunners

- and -

THE BANK OF NOVA SCOTIA
as Administrative Agent

- and -

THE BANK OF NOVA SCOTIA
as European Agent

- and -

CITICORP INTERNATIONAL LIMITED
as Asian Agent

- and -

**CITIBANK, N.A. CANADIAN BRANCH,
BANK OF AMERICA, N.A., BNP PARIBAS SECURITIES CORP, and EXPORT
DEVELOPMENT CANADA**
as Co-Syndication Agents

- and -

**CANADIAN IMPERIAL BANK OF COMMERCE,
MUFG BANK, LTD., CANADA BRANCH,
ROYAL BANK OF CANADA, and
THE TORONTO-DOMINION BANK**
as Documentation Agents

- and -

**COMMERZBANK AG, NEW YORK BRANCH,
ING BELGIUM, BRUSSELS, GENEVA BRANCH,
BANK OF MONTREAL,
JP MORGAN CHASE BANK, N.A.
HSBC BANK CANADA, and
SANTANDER BANK, N.A.**
as Senior Managing Agents

- and-

**RAIFFEISEN BANK INTERNATIONAL AG,
BANK OF CHINA, NEW YORK BRANCH and
INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED,
NEW YORK BRANCH, and**
as Co-Agents

DATED as of May 3, 2018

THIRD AMENDMENT TO CREDIT AGREEMENT made as of the 3rd day of May, 2018.

A M O N G:

MAGNA INTERNATIONAL INC.

and the other Borrowers indicated on the signature pages hereto
(herein called the “**Borrowers**”),

- and -

THE FINANCIAL INSTITUTIONS indicated
on the signature pages hereto

(herein called the “**Lenders**”),

- and -

THE BANK OF NOVA SCOTIA, as administrative agent of the
Lenders

(herein called the “**Administrative Agent**”)

- and -

THE BANK OF NOVA SCOTIA, as European funding agent of
the Lenders to the European Borrowers

(herein called the “**European Agent**”)

- and -

CITICORP INTERNATIONAL LIMITED, as Asian funding
agent of the Lenders to the Asian Borrowers

(herein called the “**Asian Agent**” and collectively with the
Administrative Agent and the European Agent, the “**Agents**”)

WHEREAS the Borrowers, the Agents and certain of the Lenders are parties to a credit agreement dated as of July 8, 2011 (as amended on June 20, 2013 and May 16, 2014, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to further amend certain terms and conditions of the Credit Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this amendment to the Credit Agreement (the “**Amending Agreement**”) (including the recitals) unless otherwise defined herein or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Amending Agreement otherwise requires, the Credit Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments to Credit Agreement

1. Section 1.01 of the Credit Agreement is hereby amended by adding the following definition in their proper alphabetical order:

“**Anti-Corruption Laws**” means the *United States Foreign Corrupt Practices Act of 1977*, the *U.K. Bribery Act 2010* and all other similar laws, rules and regulations of any jurisdiction applicable to Magna and its Subsidiaries concerning or relating to bribery or corruption;

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution;

“**Bail-In Legislation**” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule;

“**EEA Financial Institution**” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“**EEA Member Country**” means any of the member states of the European Union, Iceland, Liechtenstein and Norway;

“**EEA Resolution Authority**” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution;

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time;

“**PTE**” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time;

“**Sanction Laws**” means trade or financial sanctions imposed, administered or enforced by the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of the Treasury or similar trade or financial sanctions imposed, administered or enforced by (a) the U.S. Department of State pursuant to the *International Emergency Economic Powers Act, Trading with the Enemy Act, United Nations Participation Act, Foreign Narcotics Kingpin Designation Act, Comprehensive Iran Sanctions, Accountability, and Divestment Act, Iran Threat Reduction and Syria Human Rights Act* and related executive orders and regulations, (b) Her Majesty’s Treasury of the United Kingdom, (c) the European Union, (d) United Nations Security Council, or (e) Canada;

“**Sanctioned Person**” means any Person currently named on OFAC’s List of Specially Designated Nationals and Blocked Persons or any entity that is 50% or more owned by such Person; the Sanctioned Entities List maintained by the U.S. Department of State; the Consolidated list of persons, groups and entities subject to European Union financial sanctions maintained by the European Union External Action Committee; the Consolidated List of Financial Sanctions Targets maintained by Her Majesty’s Treasury of the United Kingdom; the Compendium of United Nations Security Council Sanctions Lists or any Canadian Governmental Body;

“**Third Amending Agreement**” means the third amending agreement dated as of May 3, 2018 among the Agents, the Borrowers and the Lenders party thereto.”

“**Write-Down and Conversion Powers**” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.”

2. The definition of “**Applicable Margin**” contained in Section 1.01 of the Credit Agreement is hereby amended by deleting the pricing grid contained therein in its entirety and replacing it with the following:

Level	Credit Rating: Fitch and S&P/ Moody’s	Acceptance Fee, BA Rate, Libor, TIE Rate, Letters of Credit Issuance Fee	Prime Rate, Base Rate Canada, U.S. Base Rate	Facility Fee
I	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
II	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
III	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
IV	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
V	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
VI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The pricing margin set forth in the grid above shall become effective on the date of the Third Amending Agreement.”

3. The definition of “**Final Repayment Date**” contained in Section 1.01 of the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing such deletion as follows:

“**Final Repayment Date**’ means June 22, 2023, subject to extensions of the maturity date as provided for in Section 2.06;”

4. The definition of “**Joint Lead Arrangers**” contained in Section 1.01 of the Credit Agreement is hereby amended by adding the clause “(or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation’s or any of its subsidiaries’ investment banking, commercial lending services or related businesses may be transferred following the date of this Agreement),” immediately following the reference to Merrill Lynch, Pierce, Fenner & Smith, Incorporated.

5. Section 1.01 of the Credit Agreement is hereby amended by deleting the definition “**Funded Indebtedness**” in its entirety and replacing such deletion as follows:

“**Funded Indebtedness**’ means, at any particular time, the aggregate, without duplication, of (i) the Restricted Subsidiaries’ indebtedness for borrowed money (including reimbursement obligations for issued letters of credit, letters of guarantee and bankers’ acceptances, but excluding Subordinate Debt) at such time but not including indebtedness owing pursuant to this Agreement, (ii) Capital Lease Obligations of the Restricted Subsidiaries at such time, and (iii) contingent liabilities of the Restricted Subsidiaries at such time with respect to indebtedness for borrowed money of a Person other than Magna or any of its Subsidiaries, but excluding any lease, concession or license of property which is considered an operating lease right-of use liability under GAAP as a result of the implementation and effectiveness of *ASC - 842 - Leases*, all determined on a consolidated basis in accordance with GAAP except as expressly provided for herein;”

6. Section 1.01 of the Credit Agreement is hereby amended by deleting the definition “**Non-Funding Lender**” in its entirety and replacing such deletion as follows:

“**Non-Funding Lender**” means any Lender (i) that has failed to fund any payment or Advances required to be made by it hereunder or to purchase all participations required to be purchased by it hereunder and under the Loan Documents, or (ii) that has given verbal or written notice to a Borrower, an Agent or any Lender or has otherwise publicly announced that it believes that it will be unable to fund advances under credit arrangements to which it is a party, or (iii) with respect to which one or more Lender-Related Distress Events has occurred, or (iv) that has become the subject of a Bail-In Action, or (v) with respect to which an Agent has knowledge that such Lender has

defaulted in fulfilling its obligations (whether as an agent, lender or letter of credit issuer) under one or more other syndicated credit facilities;”

7. Section 1.01 of the Credit Agreement is hereby amended by deleting the definition “**Total Debt**” in its entirety and replacing such deletion as follows:

“**Total Debt**” means, at any particular time, the aggregate, without duplication, of (i) Magna’s indebtedness for borrowed money (including reimbursement obligations for issued letters of credit, letters of guarantee and bankers’ acceptances, but excluding Subordinate Debt) at such time, (ii) Capital Lease Obligations of Magna at such time, and (iii) contingent liabilities of Magna at such time with respect to indebtedness for borrowed money of a Person other than Magna or any of its Subsidiaries but excluding any lease, concession or license of property which is considered an operating lease right-of-use liability under GAAP as a result of the implementation and effectiveness of *ASC - 842 - Leases*, all determined on a consolidated basis in accordance with GAAP except as expressly provided for herein;”.

8. Section 1.01 of the Credit Agreement is hereby amended by deleting the definitions “**Borrowers’ Counsel**” and “**Lenders’ Counsel**” in their entirety and replacing them as follows:

“**Borrowers’ Counsel**” means, collectively, Jeffrey O. Palmer of Toronto, Ontario, Baker & McKenzie of Zurich, Switzerland, Allen & Overy of Hong Kong and Goodrich, Riquelme y Asociados, Mexico City, Mexico and/or such other counsel not unacceptable to the Lenders acting reasonably as Magna may designate to the Administrative Agent in writing from time to time;

“**Lenders’ Counsel**” means, collectively, Davies Ward Phillips & Vineberg LLP of Toronto, Ontario, Chapman Cutler LLP of New York, New York, Galicia Abogados, S.C., Mexico, Clifford Chance, Hong Kong, Jun He Law Offices, Beijing, China, or such other counsel not unacceptable to Magna acting reasonably as the Administrative Agent may designate to Magna in writing from time to time;”.

9. Section 1.01 of the Credit Agreement is hereby amended by deleting the definition of “**Prohibited Person**” in its entirety.

10. Section 2.01(j) of the Credit Agreement is hereby amended by deleting the first sentence thereof and substituting the following:

“Upon at least 10 Banking Days’ written notice to the Agents and the Lenders, (i) Magna (and the Borrowers acknowledge Magna’s authority to make such requests on their behalf) may request an increase to the Tranche A Commitment Amount by an aggregate amount up to \$1,000,000,000, (ii) the Mexican Borrowers may request an increase to the Tranche B Commitment Amount by an amount up to \$25,000,000, and (iii) the Asian Borrowers may request an increase to the Tranche C Commitment Amount by an amount up to \$150,000,000, so long as the U.S. Dollar Value of the aggregate increase in the Credit Facility for all such increases from time to time does not exceed \$1,000,000,000.”

11. Section 3.05 of the Credit Agreement is hereby amended by adding the following new subsection (e):

“(e) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that the supervisor for the administrator of the Libor or a Governmental Body having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Libor shall no longer be used for determining interest rates for loans, then promptly after such determination, the Administrative Agent and Magna may amend this Agreement to replace Libor with an alternate benchmark rate, giving consideration to the then prevailing market convention at such time. Such amendment shall become effective on the fifth Banking Day by virtue of an amending agreement executed by Magna and the Administrative Agent after the Administrative Agent has posted such proposed amendment to all Lenders and Magna unless, prior to such time, Majority Lenders have delivered to the Administrative Agent written notice that they do not accept such amendment.”

12. Section 3.09 of the Credit Agreement is hereby amended by deleting subsection (c) in its entirety and replacing such deletion as follows:

“(c) The outstanding amount of all U.S. Swingline Loans at any time shall not exceed the lesser of:

- (i) \$25,000,000; and
- (ii) the amount if any, by which the limit of the Tranche A-2 Commitment Amount exceeds the U.S. Dollar Value of all Advances (other than U.S. Swingline Loans) outstanding at such time under the Tranche A-2 Commitment Amount.

Notwithstanding anything herein to the contrary, the U.S. Swingline Lender shall not be obligated to make U.S. Swingline Loans in an amount that, after giving effect to such proposed U.S. Swingline Loans, would cause the sum of (i) U.S. Swingline Lender’s pro rata share of all Loans outstanding and (ii) all U.S. Swingline Loans outstanding, to exceed U.S. Swingline Lender’s aggregate Commitments as a Lender under Tranche A-1, Tranche A-2 and Tranche A-3.

13. Section 7.01 of the Credit Agreement is hereby amended by deleting subsection (i) in its entirety and replacing it as follows:

“(i) **Sanctions and Anti-Corruption.** Magna has implemented and will maintain policies and procedures designed to ensure compliance by the Borrowers, their Subsidiaries and their directors, officers and employees with Sanctions Laws and applicable Anti-Corruption Laws, and is in compliance with Sanctions Laws and applicable Anti-Corruption Laws in all material respects. None of Magna or any Subsidiary or, to the knowledge of Magna, any director, officer or employee of Magna or any Subsidiary acting in connection with or benefitting from the credit facility established hereby, is a Sanctioned Person. No borrowing of Advances

will be made by a Borrower (a) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person, in violation of applicable Anti-Corruption Laws or (b) for the purpose of financing, funding or facilitating unauthorized transactions with any Sanctioned Person. To the knowledge of Magna, no transactions undertaken by a Borrower hereunder will be undertaken in violation of Sanctions Laws or applicable Anti-Corruption Laws. Nothing in this Section 7.01(i) shall create or establish an obligation or right to the extent that, by agreeing to it, complying with it, exercising it, having such obligation or right, or otherwise, such party to this Agreement (or any directors, officers or employees, agents and affiliates thereof) would be placed in violation of any foreign trade law or anti-boycott law applicable to it (including, but not limited to, Section 7 German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) and Council Regulation (EC) 2271/196), and the representation made in this Section 7.01(i) shall be so limited in relation to such party to this Agreement and to that extent shall not be made by nor apply to any such party to this Agreement.”

14. Section 8.01 of the Credit Agreement is hereby amended by deleting subsection (j) in its entirety and replacing it as follows:

“(j) **Total Debt to Total Capitalization.** Magna shall at all times maintain as at its most recently completed Fiscal Quarter a ratio of Total Debt to Total Capitalization of not greater than (i) 0.50 to 1.0 or (ii) should Magna complete an acquisition in which the debt-financed portion of the consideration for such acquisition is in excess of \$2,000,000,000, 0.60 to 1.0 for the twelve-month period following the completion of such acquisition, reverting back to 0.50 to 1.0 after such twelve-month period;”.

15. Section 8.01 of the Credit Agreement is hereby amended by deleting subsection (n) in its entirety.

16. Section 8.02 of the Credit Agreement is hereby amended by deleting subsection (f) in its entirety and replacing it as follows:

“(f) **Use of Proceeds.** No part of the proceeds of any Advances will knowingly be used, whether directly or indirectly, (i) in furtherance of an offer, payment, promise to pay, authorization of the payment or giving of money, or anything else of value, to any Person in violation of applicable Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating unauthorized transactions with any Sanctioned Person, or (iii) in any manner that would result in the violation by the Borrower or any Subsidiary of any applicable Sanctions Law. Nothing in this Section 8.02(f) shall create or establish an obligation or right for a party to this Agreement to the extent that, by agreeing to it, complying with it, exercising it, having such obligation or right, or otherwise, such party to this Agreement (or any directors, officers or employees, agents and affiliates thereof) would be placed in violation of any foreign trade law or anti-boycott law applicable to it (including, but not limited to, Section 7 German Foreign Trade Regulation

(*Außenwirtschaftsverordnung*) and Council Regulation (EC) 2271/196), and the representation made in this Section 8.02(f) shall be so limited in relation to such party to this Agreement and to that extent shall not be made by nor apply to any such party to this Agreement.”

17. Article 8 of the Credit Agreement is hereby amended by adding the following new Section 8.04:

“8.04 Certain ERISA Matters

- (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower, that at least one of the following is and will be true:
- (i) such Lender is not using “plan assets” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Pension Plans in connection with the Loans, the Letters of Credit or the Commitments;
 - (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administrative of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;
 - (iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

- (iv) such other representation, warranty and covenant as may be agreed in writing between Administrative Agent, in its sole discretion, and such Lender.
- (b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or if such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of a Borrower or any other Loan Party, that:
- (i) none of Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto);
 - (ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50,000,000, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E);
 - (iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations);
 - (iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and
 - (v) no fee or other compensation is being paid directly to Administrative Agent or any its Affiliates for investment advice (as opposed to other

services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

- (c) Administrative Agent hereby informs the Lenders that, with respect to itself and its Affiliates, each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing."

18. Section 11.08 of the Credit Agreement is hereby amended by adding by the following sentence at the end of such section:

"Any amendment to the last sentence of Section 7.01(i) or the last sentence of Section 8.02(f) shall require the consent of the Majority Lenders plus any Lender or Lenders existing pursuant to the laws of Germany or any State thereof."

19. Article 12 of the Credit Agreement is hereby amended by adding a new Section 12.21 as follows:

"12.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
- (i) a reduction in full or in part or cancellation of any such liability;

- (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
- (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.”

20. Schedule F (Commitment Amounts) to the Credit Agreement is hereby deleted in its entirety and replaced with the Schedule F attached hereto as Schedule A.

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Amending Agreement, each of the Borrowers represents and warrants to the Administrative Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

1. the representations and warranties set out in Article 7 of the Credit Agreement shall be true and correct in all material respects on the date of this Amending Agreement as if made on and as of such date, except that if any such representation and warranty is specifically given in respect of a particular date or particular period of time and relates to such date or period of time, then such representation and warranty shall be true and correct in all material respects as at such date or for such period of time;
2. all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Amending Agreement by each Borrower. Each Borrower has duly executed and delivered this Amending Agreement. This Amending Agreement is a legal, valid and binding obligation of each Borrower enforceable against it by the Agents and the Lenders in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditor’s rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies; and
3. as of the date hereof and after giving full force and effect to the amendments to the Credit Agreement provided for in this Amending Agreement, no Default or Event of Default exists.

Section 5 Confirmation of Magna Guarantee

Magna hereby acknowledges, confirms and agrees that, notwithstanding this Amending Agreement (i) the Magna Guarantee continues in full force and effect, and constitutes a legal, valid and binding obligation of Magna enforceable against it in accordance with its terms, and (ii) the Magna Guarantee is hereby ratified and confirmed.

Section 6 Conditions Precedent

This Amending Agreement shall not be effective until satisfaction of the following terms, each to the satisfaction of the Administrative Agent and the Lenders, acting reasonably:

- (a) this Amending Agreement shall be executed and delivered by the Borrowers, the Agents and the Lenders;
- (b) payment of all upfront fees owing to the Lenders as set forth in the Administrative Agent's April 3, 2018 memorandum;
- (c) the Agents shall have received the following in form and substance satisfactory to the Lenders:
 - (i) an Officers' Certificate of Magna certifying:
 - (A) that (a) the constating documents previously delivered to the Administrative Agent on the Closing Date have not been amended and remain in full force and effect, or (b) attached thereto are true and correct copies of the articles or constating documents and the by-laws of Magna and that such documents are in full force and effect, unamended; and
 - (B) as to the incumbency of officers and directors of Magna, who have executed this Amending Agreement (such certificate to include sample signatures); and
- (d) the Administrative Agent and each Lender shall have received all such other documents, instruments and agreements as may reasonably be required by it.

Section 7 Acknowledgement regarding Certain Lenders

The Borrowers hereby acknowledge and agree that the Commitments of Banco Santander, S.A. (the "**Departing Lender**") pursuant to Tranche A-1, Tranche A-2 and Tranche A-3 and all Advances owing to the Departing Lender pursuant to each such Tranche shall, effective the date of this Amending Agreement and without the requirement or need of any further action or documentation, become the Commitments of Santander Bank, N.A. (the "**New Lender**") (as described on Schedule A to this Amending Agreement) and all Advances made by the Departing Lender pursuant to each Tranche shall become Advances made by the New Lender under such Tranche.

Section 8 Expenses

The Borrowers shall pay all reasonable fees and expenses incurred by the Agents and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Amending Agreement.

Section 9 Continuance of the Loan Documents and the Credit Agreement

The Loan Documents and the Credit Agreement, as changed, altered, amended or modified by this Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for in this Amending Agreement.

Section 10 Counterparts

This Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

Section 11 Governing Law

This Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably attorns in accordance with the provisions of Section 1.08 of the Credit Agreement.

Section 12 Severability

If any term or provision of this Amending Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Amending Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Amending Agreement.

[Remainder of page intentionally left blank]

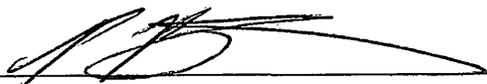
IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first written above.

MAGNA INTERNATIONAL INC.

Per: 

Name: Vincent J. Galifi

Title: EVP & Chief Financial Officer

Per: 

Name: Paul H. Brock

Title: Vice President & Treasurer

**MAGNA TREASURY SERVICES LP, by its
general partner, MAGNA TREASURY
SERVICES INC.**

Per: 

Name: Paul H. Brock

Title: President

Per: 

Name: Riccardo C. Trecroce

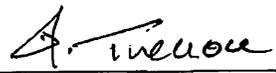
Title: Vice President & General Counsel

**MAGNA INTERNATIONAL OF
AMERICA, INC.**

Per: 

Name: Paul H. Brock

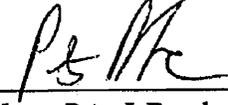
Title: Vice President & Treasurer

Per: 

Name: Riccardo C. Trecroce

Title: Vice President & General Counsel

**MAGNA INTERNATIONAL
INVESTMENTS S.A.**

Per:  _____

Name: Peter J. Donohoe

Title: Director

Per:  _____

Name: Dietmar Perger

Title: Director

This Agreement was executed outside Belgium.

**NEW MAGNA INVESTMENTS NV,
BEERSEL, BELGIEN,
ZWEIGNIEDERLASSUNG
STEINHAUSEN**

Per:

Name:

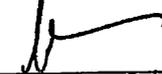

RALF HUPE

Title:

Director

Per:

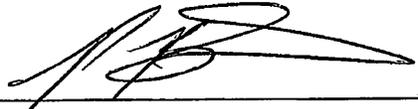
Name:

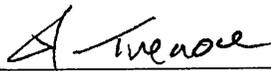

Thomas Schultheiss

Title:

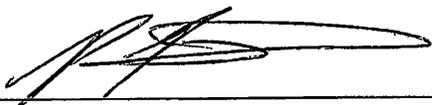
Authorized Signatory

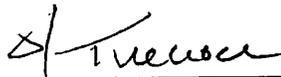
**MAGNA INTERNACIONAL DE MEXICO,
S.A. DE C.V.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

**MAGNA INTERNATIONAL (HONG
KONG) LIMITED**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

**MAGNA TECHNOLOGY AND TOOLING
SYSTEMS (TIANJIN) CO., LTD.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

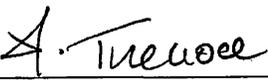
Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

**MAGNA POWERTRAIN (CHANGZHOU)
CO., LTD.**

Per: 

Name: Paul H. Brock

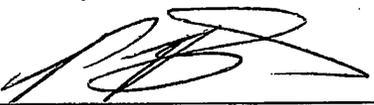
Title: Vice President & Treasurer

Per: 

Name: Riccardo C. Trecroce

Title: Vice President & General Counsel
- Americas & Asia

**MAGNA AUTOMOTIVE TECHNOLOGY
AND SERVICE (SHANGHAI) CO., LTD.**

Per: 

Name: Paul H. Brock

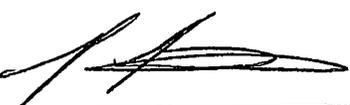
Title: Vice President & Treasurer

Per: 

Name: Riccardo C. Trecroce

Title: Vice President & General Counsel
- Americas & Asia

**GUANGDONG MAGNA AUTOMOTIVE
MIRRORS CO., LTD.**

Per: 

Name: Paul H. Brock

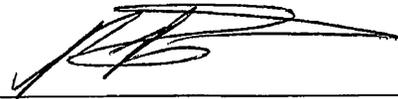
Title: Vice President & Treasurer

Per: 

Name: Riccardo C. Trecroce

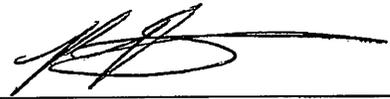
Title: Vice President & General Counsel
- Americas & Asia

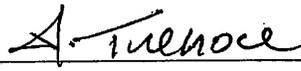
**MAGNA AUTOMOTIVE MIRRORS
(SHANGHAI) CO., LTD.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

MAGNA POWERTRAIN KOREA INC.

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

**COSMA AUTOMOTIVE (SHANGHAI)
CO., LTD.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

MAGNA CLOSURES (KUNSHAN) CO., LTD.

Per: 

Name: Paul H. Brock

Title: Vice President & Treasurer

Per: 

Name: Riccardo C. Trecroce

Title: Vice President & General Counsel
– Americas & Asia

MAGNA (FUZHOU) AUTOMOTIVE SEATING CO., LTD.

Per: 

Name: Paul H. Brock

Title: Vice President & Treasurer

Per: 

Name: Riccardo C. Trecroce

Title: Vice President & General Counsel
– Americas & Asia

MAGNA ELECTRONICS (ZHANGJIAGANG) CO., LTD.

Per: 

Name: Paul H. Brock

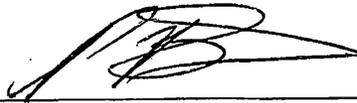
Title: Vice President & Treasurer

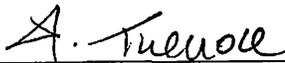
Per: 

Name: Riccardo C. Trecroce

Title: Vice President & General Counsel
– Americas & Asia

**MAGNA AUTOMOTIVE PARTS
(SUZHOU) CO., LTD.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

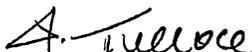
**MAGNA STEYR AUTOMOTIVE
TECHNOLOGY (SHANGHAI) LTD.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

**MAGNA MIRRORS (TAICANG)
AUTOMOTIVE TECHNOLOGY CO., LTD.**

Per: 
Name: Paul H. Brock
Title: Vice President & Treasurer

Per: 
Name: Riccardo C. Trecroce
Title: Vice President & General Counsel
- Americas & Asia

**MAGNA POWERTRAIN (TIANJIN) CO.,
LTD.**

Per:



Name: Paul H. Brock

Title: Vice President & Treasurer

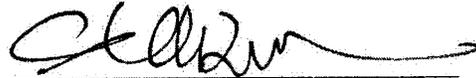
Per:



Name: Riccardo C. Trecroce

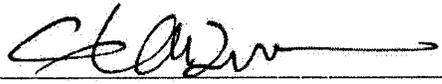
Title: Vice President & General Counsel
– Americas & Asia

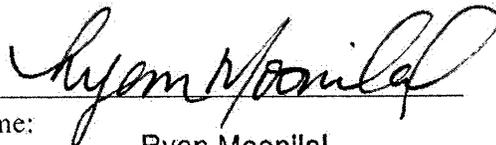
**THE BANK OF NOVA SCOTIA, as
Administrative Agent**

Per: 
Name: Clement Yu
Title: Director

Per: 
Name: Ryan Moonilal
Title: Analyst

**THE BANK OF NOVA SCOTIA, as
European Agent**

Per: 
Name: Clement Yu
Title: Director

Per: 
Name: Ryan Moonilal
Title: Analyst

**THE BANK OF NOVA SCOTIA, as
Tranche A-2 Lender**

Per:  _____

Name: Jamie Davis

Title: Director

Per:  _____

Name: Lihor Abraham

Title: Associate Director

**THE BANK OF NOVA SCOTIA, as
Tranche A-3 Lender**

Per: J. D.
Name: Jamie Davis
Title: Director

Per: [Signature]
Name: Lihor Abraham
Title: Associate Director

△

△

**SCOTIABANK INVERLAT, S.A.,
INSTITUCIÓN DE BANCA MÚLTIPLE,
GRUPO FINANCIERO SCOTIABANK INVERLAT,
as Tranche B Lender**



Per: _____

Name: José Jorge Rivero Méndez

Title: Attorney-in-fact



Per: _____

Name: Stephen James Shaw

Title: Attorney-in-fact



**THE BANK OF NOVA SCOTIA, as
Tranche C Lender**

Per: J. D.
Name: Jamie Davis
Title: Director

Per: L. A.
Name: Lihor Abraham
Title: Associate Director

S-17

**CITICORP INTERNATIONAL LIMITED,
as Asian Agent**

Per: _____

Name: "

Title:

Patrick Wong
Vice President

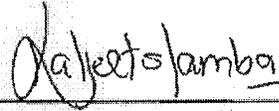
Per: _____

Name:

Title:

**CITIBANK, N.A., CANADIAN BRANCH,
as Tranche A-1 Lender**

Per:



Name: Daljeet Lamba

Title: Authorized Signatory

Per:

Name:

Title:

S-19

CITIBANK N.A., as Tranche A-2 Lender

Per: Richard O. Rivera

Name: Richard Rivera

Title: Vice President

S-20

**CITIBANK, N.A., LONDON BRANCH, as
Tranche A-3 Lender**

Per: Lucy Devlin

Name: Lucy Devlin
Title: Director

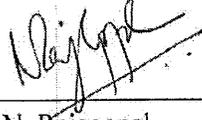
Per: _____

Name:
Title:

S-21

**CITIBANK N.A., HONG KONG BRANCH,
as Tranche C Lender**

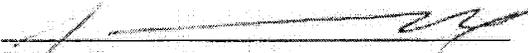
Per:



Name: N. Rajagopal

Title: Managing Director
Head - Hong Kong
Global Subsidiaries

**BANK OF AMERICA, N.A., CANADA
BRANCH, as Tranche A-1 Lender**

Per: 
Name: James Campbell
Title: Director

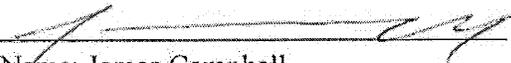
Per: _____
Name:
Title:

**BANK OF AMERICA, N.A., CANADA
BRANCH, as Tranche A-2 Lender**

Per: 
Name: James Campbell
Title: Director

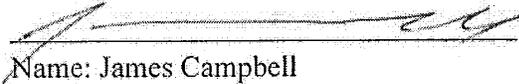
Per: _____
Name:
Title:

**BANK OF AMERICA, N.A., LONDON
BRANCH, as Tranche A-3 Lender**

Per: 
Name: James Campbell
Title: Director

Per: _____
Name:
Title:

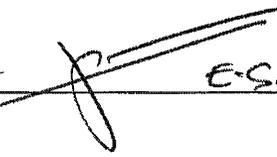
**BANK OF AMERICA, N.A., as Tranche C
Lender**

Per: 
Name: James Campbell
Title: Director

Per: _____
Name:
Title:

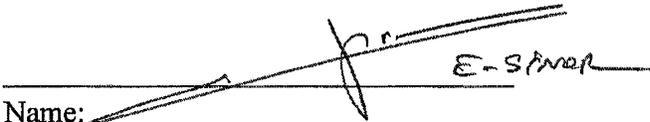
BNP PARIBAS, as Tranche A-1 Lender

Per: 
Name: _____
Title: **JEAN ROLIN**
Director

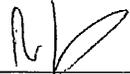
Per: 
Name: _____
Title: _____

BNP PARIBAS, as Tranche A-2 Lender

Per: 
Name: **JEAN ROLIN**
Title: **Director**

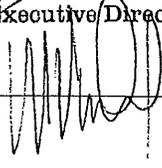
Per: 
Name: _____
Title: _____

**BNP PARIBAS SA, NETHERLANDS
BRANCH, as Tranche A-3 Lender**

Per:  _____

Name:

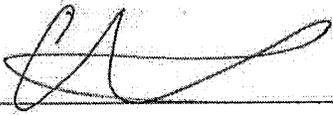
Title: **Theo Schrage**
Executive Director

Per:  _____

Name:

Title: *M. van Waas*
managing director

**EXPORT DEVELOPMENT CANADA, as
Tranche A-1 Lender**

Per: 

Name:

ADAM SMITH

Title:

FINANCING MANAGER

Per: 

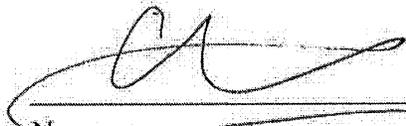
Name:

Bassam Hammoud

Title:

Senior Financing Manager

**EXPORT DEVELOPMENT CANADA, as
Tranche A-2 Lender**

Per: 
Name: _____
Title: **ADAM SMITH
FINANCING MANAGER**

Per: 
Name: _____
Title: **Bassam Hammoud
Senior Financing Manager**

**EXPORT DEVELOPMENT CANADA, as
Tranche A-3 Lender**

Per: 

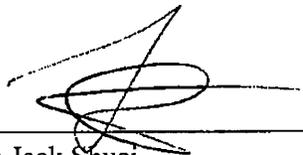
Name: **ADAM SMITH**
Title: **FINANCING MANAGER**

Per: 

Name: **Bassam Hammoud**
Title: **Senior Financing Manager**

**MUFG BANK, LTD., CANADA BRANCH,
as Tranche A-1 Lender**

Per:



Name: Jack Shuai

Title: Director & Relationship Manager

Per:

Name:

Title:

S-33

**MUFG BANK, LTD., CANADA BRANCH,
as Tranche A-2 Lender**

Per: _____


Name: Jack Shuai

Title: Director & Relationship Manager

Per: _____

Name:

Title:

S-34

**MUFG BANK, LTD., LONDON BRANCH,
as Tranche A-3 Lender**

Per: *Keisuke Ito*

Name: *Keisuke Ito*

Title: *Managing Director
Deputy Head of Corporate Banking for
EMEA*

Per: _____

Name:

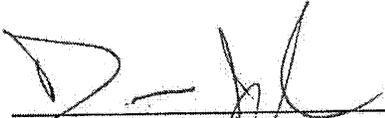
Title:

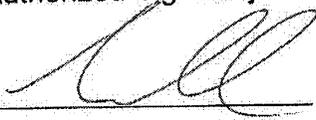
**CANADIAN IMPERIAL BANK OF
COMMERCE, as Tranche A-1 Lender**

Per: 
Name: **Emma Johnson**
Title: **Director**

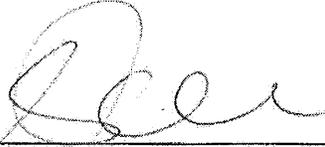
Per: 
Name: **Kevin Charko**
Title: **Executive Director**

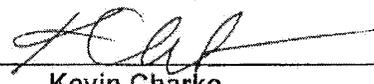
CIBC INC., as Tranche A-2 Lender

Per: 
Name: **Dominic Sorresso**
Title: **Authorized Signatory**

Per: 
Name: **Andrew R. Campbell**
Title: **Authorized Signatory**

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Tranche A-3 Lender**

Per: 
Name: **Emma Johnson**
Title: **Director**

Per: 
Name: **Kevin Charko**
Title: **Executive Director**

**ROYAL BANK OF CANADA, as
Tranche A-1 Lender**

Per:



Name: Chris Cowan

Title: Authorized Signatory

Per:

Name:

Title:

**ROYAL BANK OF CANADA, as
Tranche A-2 Lender**

Per:



Name: Chris Cowan

Title: Authorized Signatory

Per:

Name:

Title:

**ROYAL BANK OF CANADA, as
Tranche A-3 Lender**

Per: 

Name: Chris Cowan
Title: Authorized Signatory

Per: _____
Name:
Title:

**THE TORONTO-DOMINION BANK, as
Tranche A-1 Lender**

Per: 
Name: Tim Thomas
Title: Managing Director

Per: 
Name: Andrew C. Rytel
Title: Vice President

S-42

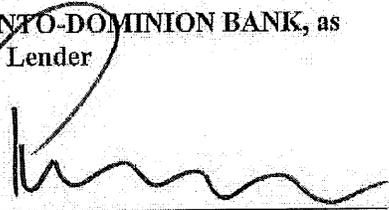
**TORONTO-DOMINION (TEXAS) LLC, as
Tranche A-2 Lender**

Per: 

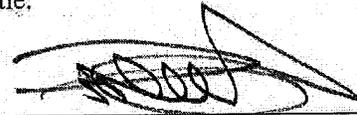
Name: Annie Dorval

Title: Authorized Signatory

**THE TORONTO-DOMINION BANK, as
Tranche A-3 Lender**

Per: 

Name: **Philip Bates**
Title: **MD, European Credit Origination**

Per: 

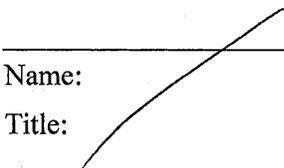
Name: **Paul Needs**
Title: **Director, Global Counterparty Credit**

S-44

**BANK OF MONTREAL, as Tranche A-1
Lender**

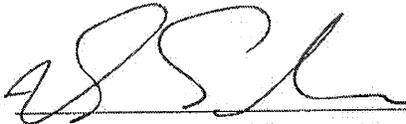
Per: 

Name: Martin Stevenson
Title: Managing Director

Per: 

Name:
Title:

**BANK OF MONTREAL, CHICAGO
BRANCH, as Tranche A-2 Lender**

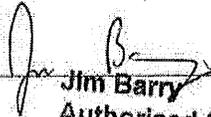
Per: 

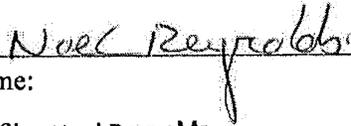
Name: Brian L. Banke

Title: Managing Director

S-46

**BANK OF MONTREAL IRELAND PLC, as
Tranche A-3 Lender**

Per: 
Name: **Jim Barry**
Title: **Authorised Signatory
Bank of Montreal Ireland p.l.c**

Per: 
Name:
Title: **Noel Reynolds
Chief Financial Officer
Bank of Montreal Ireland p.l.c.**

**SANTANDER BANK, N.A., as Tranche A-1
Lender**

Per:

A handwritten signature in black ink, appearing to read "Daniel Kostman", is written over a horizontal line.

Name: Daniel Kostman

Title: Executive Director

SANTANDER BANK, N.A., as Tranche A-1 Lender

Per: _____
Name:
Title:

Per: _____
Name:
Title:

BANCO SANTANDER, S.A., as Tranche A-1 Lender (departing)

Per: Isabel Pastor
Name: ISABEL PASTOR
Title: VP

Per: Paloma Garcia Castro
Name: Paloma Garcia Castro
Title: VP.

**SANTANDER BANK, N.A., as Tranche A-2
Lender**

Per: 
Name: Daniel Kostman
Title: Executive Director

**SANTANDER BANK, N.A., as Tranche A-2
Lender**

Per: _____
Name:
Title:

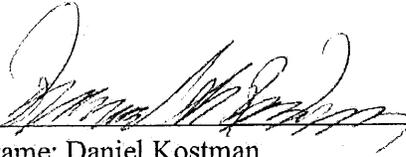
Per: _____
Name:
Title:

**BANCO SANTANDER, S.A., as
Tranche A-2 Lender (departing)**

Per: Isabel Pastor
Name: ISABEL PASTOR
Title: VP

Per: Paloma Garcia Castro
Name: Paloma Garcia Castro
Title: VP.

**SANTANDER BANK, N.A., as Tranche A-3
Lender**

Per: 
Name: Daniel Kostman
Title: Executive Director

**SANTANDER BANK, N.A., as Tranche A-3
Lender**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**BANCO SANTANDER, S.A., as
Tranche A-1 Lender (departing)**

Per: Isabel Pastor
Name: ISABEL PASTOR
Title: VP

Per: Paloma García Castro
Name:
Title: Paloma García Castro
VP.

**COMMERZBANK AG NEW YORK
BRANCH, as Tranche A-1 Lender**

Per: 

Name: **Michael W. Ravelo**

Title: **Managing Director**

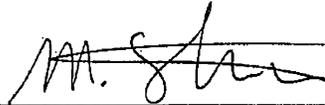
Per: 

Name: **MARK Coglitore**

Title: **Associate**

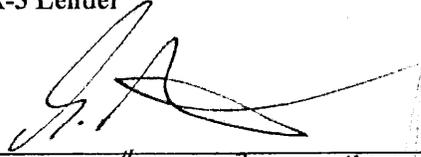
**COMMERZBANK AG NEW YORK
BRANCH, as Tranche A-2 Lender**

Per: 
Name: Michael W. Ravelo
Title: Managing Director

Per: 
Name: Mark Coglitore
Title: Associate

**COMMERZBANK FRANKFURT AG, as
Tranche A-3 Lender**

Per:



Name: Matthias Bueergelin

Title: Managing Director

Per:

Name: Sebastian Ott

Title: DIRECTOR



**HSBC BANK CANADA, as Tranche A-1
Lender**

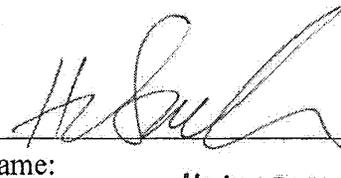
Per: 

Name: **Harjeet Sadera**
Title: **Vice President
Global Banking**

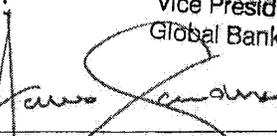
Per: 

Name: **James Sanders**
Title: **Vice President, Global Banking**

**HSBC BANK CANADA, as Tranche A-2
Lender**

Per: 

Name: **Harjeet Sadava**
Title: **Vice President
Global Banking**

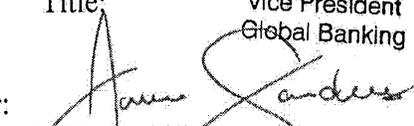
Per: 

Name: **James Sanders**
Title: **Vice President, Global Banking**

**HSBC BANK CANADA, as Tranche A-3
Lender**

Per: 

Name: **Harjeet Sadera**
Title: **Vice President
Global Banking**

Per: 

Name: **James Sanders**
Title: **Vice President, Global Banking**

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**ING BELGIUM, BRUSSELS, GENEVA
BRANCH, as Tranche A-1 Lender**

Per: _____

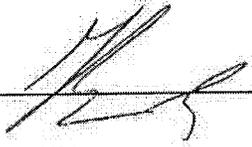


Name:

PAUL-EMMANUEL AERTS
GENERAL MANAGER

Title:

Per: _____

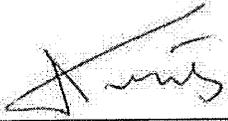


Name:

HERMEN EGBERINK
HEAD OF CREDIT RISK

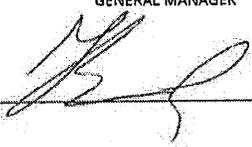
Title:

**ING BELGIUM, BRUSSELS, GENEVA
BRANCH, as Tranche A-2 Lender**

Per: 

Name:

Title: **PAUL-EMMANUEL AERTS**
GENERAL MANAGER

Per: 

Name:

Title: **HERMEN EGBERINK**
HEAD OF CREDIT RISK

**ING BELGIUM, BRUSSELS, GENEVA
BRANCH, as Tranche A-3 Lender**

Per: 

Name:

Title: **PAUL-EMMANUEL AERTS**
GENERAL MANAGER

Per: 

Name:

Title: **HERMEN EGBERINK**
HEAD OF CREDIT RISK

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH, as Tranche A-1
Lender**

Per: 

Name: Gene Riego de Dios

Title: Executive Director

Per: _____

Name:

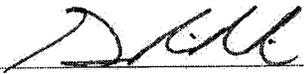
Title:

**JPMORGAN CHASE BANK, N.A., as
Tranche A-2 Lender**

Per: 
Name: Gene Riego de Dios
Title: Executive Director

Per: _____
Name:
Title:

**JPMORGAN CHASE BANK N.A.,
LONDON BRANCH, as Tranche A-3 Lender**

Per: 
Name: Gene Riego de Dios
Title: Executive Director

Per: _____
Name:
Title:

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**RAIFFEISEN BANK INTERNATIONAL
AG, as Tranche A-1 Lender**

Per: 

Name: P. Straubinger

Title: 

Josef Hörl

Per: _____

Name:

Title:

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**RAIFFEISEN BANK INTERNATIONAL
AG, as Tranche A-2 Lender**

Per:

Name

P. Straubinger

Title:


Josef Hörl

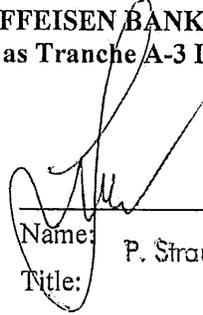
Per:

Name:

Title:

**RAIFFEISEN BANK INTERNATIONAL
AG, as Tranche A-3 Lender**

Per:


Name: P. Straubinger
Title: _____


Name: Josef Hörl
Title: _____

Per: _____

Name:

Title:

S-65

**BANK OF CHINA, NEW YORK BRANCH,
as Tranche A-1 Lender**

Per:



Name: Raymond Qiao

Title: Executive Vice President

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**BANK OF CHINA, NEW YORK BRANCH,
as Tranche A-2 Lender**

Per:



Name: Raymond Qiao

Title: Executive Vice President

S-67

**BANK OF CHINA, NEW YORK BRANCH,
as Tranche A-3 Lender**

Per:



Name: Raymond Qiao

Title: Executive Vice President

**INDUSTRIAL AND COMMERCIAL BANK
OF CHINA LIMITED, NEW YORK
BRANCH, as Tranche A-1 Lender**

Per: Jing Qu

Name: Jing Qu

Title: Assistant Vice President

Per: Gang Duan

Name: Gang Duan

Title: Executive Director

**INDUSTRIAL AND COMMERCIAL BANK
OF CHINA LIMITED, NEW YORK
BRANCH, as Tranche A-2 Lender**

Per: Jing Qu.

Name: Jing Qu

Title: Assistant Vice President

Per: Gang Duan

Name: Gang Duan

Title: Executive Director

**INDUSTRIAL AND COMMERCIAL BANK
OF CHINA LIMITED, NEW YORK
BRANCH, as Tranche A-3 Lender**

Per: Jing Qu.

Name: Jing Qu

Title: Assistant Vice President

Per: Gang Duan

Name: Gang Duan

Title: Executive Director

SCHEDULE A

Schedule F

Commitment Amounts

Tranche A

Tranche A-1 Lender	Commitment	Tranche A-2 Lender	Commitment
The Bank of Nova Scotia	[REDACTED]	The Bank of Nova Scotia	[REDACTED]
Citibank, N.A., Canadian Branch	[REDACTED]	Citibank, N.A.	[REDACTED]
Bank of America, N.A., Canada Branch	[REDACTED]	Bank of America, N.A.	[REDACTED]
BNP Paribas	[REDACTED]	BNP Paribas	[REDACTED]
Export Development Canada	[REDACTED]	Export Development Canada	[REDACTED]
MUFG Bank, Ltd., Canada Branch	[REDACTED]	MUFG Bank, Ltd., Canada Branch	[REDACTED]
Canadian Imperial Bank of Commerce	[REDACTED]	CIBC INC.	[REDACTED]
Royal Bank of Canada	[REDACTED]	Royal Bank of Canada	[REDACTED]
The Toronto-Dominion Bank	[REDACTED]	Toronto-Dominion (Texas) LLC	[REDACTED]
Bank of Montreal	[REDACTED]	Bank of Montreal, Chicago Branch	[REDACTED]
Santander Bank, N.A.	[REDACTED]	Santander Bank, N.A.	[REDACTED]
Commerzbank AG, New York Branch	[REDACTED]	Commerzbank AG, New York Branch	[REDACTED]
HSBC Bank Canada	[REDACTED]	HSBC Bank Canada	[REDACTED]
ING Belgium, Brussels, Geneva Branch	[REDACTED]	ING Belgium, Brussels, Geneva Branch	[REDACTED]
JPMorgan Chase Bank, N.A., Toronto Branch	[REDACTED]	JPMorgan Chase Bank, N.A.	[REDACTED]
Raiffeisen Bank International AG	[REDACTED]	Raiffeisen Bank International AG	[REDACTED]
Bank of China, New York Branch	[REDACTED]	Bank of China, New York Branch	[REDACTED]
Industrial and Commercial Bank of China Limited, New York Branch	[REDACTED]	Industrial and Commercial Bank of China Limited, New York Branch	[REDACTED]
Tranche A-1 Commitment Amount	U.S.\$1,550,000,000	Tranche A-2 Commitment Amount	U.S.\$200,000,000

Tranche A

	Tranche A-3 Lender	Commitment
The Bank of Nova Scotia		████████████████████
Citibank, N.A., London Branch		████████████████████
Bank of America, N.A, London Branch		████████████████████
BNP Paribas SA, Netherlands Branch		████████████████████
Export Development Canada		████████████████████
MUFG Bank, Ltd., London Branch		████████████████████
Canadian Imperial Bank of Commerce		████████████████████
Royal Bank of Canada		████████████████████
The Toronto-Dominion Bank		████████████████████
Bank of Montreal Ireland PLC		████████████████████
Santander Bank, N.A.		████████████████████
Commerzbank Frankfurt AG		████████████████████
HSBC Bank Canada		████████████████████
ING Belgium, Brussels, Geneva Branch		████████████████████
JPMorgan Chase Bank N.A., London Branch		████████████████████
Raiffeisen Bank International AG		████████████████████
Bank of China, New York Branch		████████████████████
Industrial and Commercial Bank of China Limited, New York Branch		████████████████████
Tranche A-3 Commitment Amount		U.S.\$700,000,000
TRANCHE A COMMITMENT AMOUNT		U.S.\$2,450,000,000

Tranche B

	Tranche B Lender	Commitment
Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat		████████████████████
TRANCHE B COMMITMENT AMOUNT		████████████████████

Tranche C

	Tranche C Lender	Commitment
Citibank, N.A., Hong Kong Branch		████████████████████
The Bank of Nova Scotia		████████████████████
Bank of America, N.A.		████████████████████
TRANCHE C COMMITMENT AMOUNT		U.S.\$200,000,000