

## PRINCIPAL TERMS AND CONDITIONS OF THE PROPOSAL

<b>BACKGROUND INFORMATION</b>	
<b>1.</b>	<b>Issuer</b>
<b>(i)</b>	<b>Name</b>
	AmBank (M) Berhad (“AmBank”)
<b>(ii)</b>	<b>Address</b>
	22 <sup>nd</sup> Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur
<b>(iii)</b>	<b>Business Registration No.</b>
	8515-D
<b>(iv)</b>	<b>Date/Place of Incorporation</b>
	25 March 1969 / Malaysia
<b>(v)</b>	<b>Date of listing (in case of a public listed company)</b>
	Not listed on any exchange
<b>(vi)</b>	<b>Status</b>
	<b>Resident/non-resident controlled company (where applicable)</b>
	Resident controlled company.  <i>Note:</i> <i>Although foreign shareholders may hold equity in AMMB Holdings Berhad (“AHB”), AmBank is deemed resident controlled company by virtue of AmBank’s Board of Directors and management composition. This shareholding structure is a reflection of AHB’s shareholding being a listed company.</i>
	<b>Bumiputera/non-Bumiputera controlled company (where applicable)</b>
	Non-Bumiputera controlled company
<b>(vii)</b>	<b>Principal Activities</b>
	AmBank and its subsidiaries (“AmBank Group”) provide banking and financial services which include loans, advances and financing, deposit services, credit cards, remittance services, foreign exchange and (through its wholly-owned subsidiary, AmIslamic Bank Berhad) Islamic banking services.

	<p><b>(viii) Board of Directors (as at 11 December 2009)</b></p>	<table border="1"> <thead> <tr> <th>Name of Directors</th> <th>Positions</th> <th>Nationality</th> </tr> </thead> <tbody> <tr> <td>Tan Sri Dato' Azman Hashim ("TSDAH")</td> <td>Chairman, Non-Independent Non-Executive Director</td> <td>Malaysian</td> </tr> <tr> <td>Tun Mohammed Hanif bin Omar</td> <td>Independent Non-Executive Director</td> <td>Malaysian</td> </tr> <tr> <td>Tan Sri Datuk Clifford Francis Herbert</td> <td>Independent Non-Executive Director</td> <td>Malaysian</td> </tr> <tr> <td>Dato' Gan Nyap Liou @ Gan Nyap Liow</td> <td>Independent Non-Executive Director</td> <td>Malaysian</td> </tr> <tr> <td>Tan Kheng Soon</td> <td>Independent Non-Executive Director</td> <td>Malaysian</td> </tr> <tr> <td>Cheah Tek Kuang</td> <td>Chief Executive Officer</td> <td>Malaysian</td> </tr> <tr> <td>Ashok Ramamurthy</td> <td>Non-Independent Non-Executive Director</td> <td>Australian</td> </tr> </tbody> </table>	Name of Directors	Positions	Nationality	Tan Sri Dato' Azman Hashim ("TSDAH")	Chairman, Non-Independent Non-Executive Director	Malaysian	Tun Mohammed Hanif bin Omar	Independent Non-Executive Director	Malaysian	Tan Sri Datuk Clifford Francis Herbert	Independent Non-Executive Director	Malaysian	Dato' Gan Nyap Liou @ Gan Nyap Liow	Independent Non-Executive Director	Malaysian	Tan Kheng Soon	Independent Non-Executive Director	Malaysian	Cheah Tek Kuang	Chief Executive Officer	Malaysian	Ashok Ramamurthy	Non-Independent Non-Executive Director	Australian		
Name of Directors	Positions	Nationality																										
Tan Sri Dato' Azman Hashim ("TSDAH")	Chairman, Non-Independent Non-Executive Director	Malaysian																										
Tun Mohammed Hanif bin Omar	Independent Non-Executive Director	Malaysian																										
Tan Sri Datuk Clifford Francis Herbert	Independent Non-Executive Director	Malaysian																										
Dato' Gan Nyap Liou @ Gan Nyap Liow	Independent Non-Executive Director	Malaysian																										
Tan Kheng Soon	Independent Non-Executive Director	Malaysian																										
Cheah Tek Kuang	Chief Executive Officer	Malaysian																										
Ashok Ramamurthy	Non-Independent Non-Executive Director	Australian																										
	<p><b>(ix) Structure of shareholdings and names of shareholders or, in the case of public company, names of all substantial shareholders (as at 11 December 2009)</b></p>	<p>AmBank is a wholly-owned subsidiary of AMFB Holdings Berhad ("AMFB"), which in turn is a wholly-owned subsidiary of AHB.</p> <p>The substantial shareholders of AmBank as at 11 December 2009 are as follows:</p> <table border="1"> <thead> <tr> <th rowspan="2">Name</th> <th colspan="2">No. of AmBank shares / %</th> </tr> <tr> <th>Direct</th> <th>Indirect</th> </tr> </thead> <tbody> <tr> <td>AMFB</td> <td>670,363,762<sup>^</sup> / 100%</td> <td>-</td> </tr> <tr> <td>AHB</td> <td>-</td> <td>670,363,762<sup>#</sup> / 100%</td> </tr> <tr> <td>TSDAH</td> <td>-</td> <td>670,363,762<sup>*^</sup> / 100%</td> </tr> <tr> <td>AmcorpGroup Berhad</td> <td>-</td> <td>670,363,762<sup>*^</sup> / 100%</td> </tr> <tr> <td>Clear Goal Sdn Bhd</td> <td>-</td> <td>670,363,762<sup>*^</sup> / 100%</td> </tr> <tr> <td>ANZ Funds Pty Ltd</td> <td>-</td> <td>670,363,762<sup>*^</sup> / 100%</td> </tr> <tr> <td>Australia and New Zealand Banking Group Limited</td> <td>-</td> <td>670,363,762<sup>*^</sup> / 100%</td> </tr> </tbody> </table> <p><i>Notes:</i>  <sup>#</sup> Deemed interested by virtue of its interests in AMFB  <sup>*</sup> Deemed interested by virtue of his/its interests in AMFB via his/its substantial interests in AHB  <sup>^</sup> Excluding the 150,000,000 6% irredeemable non-cumulative convertible preference shares of RM1.00 each</p>	Name	No. of AmBank shares / %		Direct	Indirect	AMFB	670,363,762 <sup>^</sup> / 100%	-	AHB	-	670,363,762 <sup>#</sup> / 100%	TSDAH	-	670,363,762 <sup>*^</sup> / 100%	AmcorpGroup Berhad	-	670,363,762 <sup>*^</sup> / 100%	Clear Goal Sdn Bhd	-	670,363,762 <sup>*^</sup> / 100%	ANZ Funds Pty Ltd	-	670,363,762 <sup>*^</sup> / 100%	Australia and New Zealand Banking Group Limited	-	670,363,762 <sup>*^</sup> / 100%
Name	No. of AmBank shares / %																											
	Direct	Indirect																										
AMFB	670,363,762 <sup>^</sup> / 100%	-																										
AHB	-	670,363,762 <sup>#</sup> / 100%																										
TSDAH	-	670,363,762 <sup>*^</sup> / 100%																										
AmcorpGroup Berhad	-	670,363,762 <sup>*^</sup> / 100%																										
Clear Goal Sdn Bhd	-	670,363,762 <sup>*^</sup> / 100%																										
ANZ Funds Pty Ltd	-	670,363,762 <sup>*^</sup> / 100%																										
Australia and New Zealand Banking Group Limited	-	670,363,762 <sup>*^</sup> / 100%																										
	<p><b>(x) Authorised and paid-up capital (as at 11 December 2009)</b></p>	<p><u>Authorised share capital</u>  RM3,886,250,002 comprising:-  (a) 1,386,250,002 ordinary shares of RM1.00 each ("Ordinary Shares"); and  (b) 2,500,000,000 6% irredeemable non-cumulative convertible preference shares of RM1.00 each ("IPS")</p> <p><u>Paid-up share capital</u>  670,363,762 Ordinary Shares and 150,000,000 IPS</p>																										

<b>2.</b>	<b>PRINCIPAL TERMS AND CONDITIONS</b>	
<b>(a)</b>	<b>Names of parties involved in the proposed transaction</b>	
	(i) Principal Adviser(s)/ Lead Arranger(s)	AmlInvestment Bank Berhad (“AmlInvestment Bank”)
	(ii) Arranger(s)	Not applicable
	(iii) Valuer(s)	Not applicable
	(iv) Solicitors	Adnan Sundra & Low
	(v) Financial Adviser	Not applicable
	(vi) Technical Adviser	Not applicable
	(vii) Guarantor	Not applicable
	(viii) Trustee	Pacific Trustees Berhad
	(ix) Facility Agent	AmlInvestment Bank
	(x) Primary Subscriber(s) and Amount subscribed (where applicable)	To be determined prior to the issuance in respect of issuance on a bought-deal basis. Not applicable for issuance via book building or direct placement.
	(xi) Underwriter(s) and amount underwritten	Not applicable
	(xii) Central Depository	Bank Negara Malaysia (“BNM”)
	(xiii) Paying Agent	BNM
	(xiv) Reporting Accountant	Not applicable
	(xv) Others	<u>Lead Manager</u> AmlInvestment Bank  <u>Rating Agency</u> RAM Rating Services Berhad (“RAM Ratings”)
<b>(b)</b>	<b>Facility Description</b>	Senior notes (“Senior Notes”) to be issued pursuant to a senior notes issuance programme (“Senior Notes Issuance Programme”).

(c)	<b>Issue Size (RM)</b>	Up to RM7.0 billion in nominal value.  The aggregate outstanding nominal value of the Senior Notes issued under the Senior Notes Issuance Programme at any point in time shall not exceed RM7.0 billion.
(d)	<b>Issue Price (RM)</b>	Issued at par, at a premium or at a discount at an issue price to be determined prior to issuance.
(e)	<b>Tenor of the Facility/ Issue</b>	The date of the first issuance under the Senior Notes Issuance Programme shall not be later than twenty four (24) months from the date of approval by the Securities Commission ("SC").  <u>Tenure of Senior Notes Issuance Programme</u> Up to thirty (30) years from the date of the first issuance under the Senior Notes Issuance Programme.  <u>Tenure of Senior Notes</u> More than one (1) year and up to ten (10) years as the Issuer may select, provided that the Senior Notes mature at or prior to the expiry of the Senior Notes Issuance Programme.
(f)	<b>Interest/Coupon rate (%) (please specify)</b>	The interest rates will be determined prior to each issuance.
(g)	<b>Interest/Coupon Payment Frequency</b>	One (1), three (3) or six (6) months at the option of the Issuer, provided that no interest period shall extend beyond the final maturity of the respective series.
(h)	<b>Interest/Coupon Payment Basis</b>	Actual days/ 365 days
(i)	<b>Yield to Maturity ("YTM") (%)</b>	The YTM shall be determined prior to issuance.
(j)	<b>Security/Collateral</b>	Unsecured.
(k)	<b>Details on utilisation of proceeds</b>	The proceeds of the Senior Notes shall be utilised for the Issuer's general working capital requirements and to defray issuance expenses for the establishment of the Senior Notes Issuance Programme.
(l)	<b>Sinking fund (if any)</b>	Not applicable
(m)	<b>Rating</b>	Final long-term rating of AA3 assigned by RAM Ratings.

(n)	<b>Form and Denomination</b>	<p><u>Form</u> The Senior Notes shall be represented by Global Certificates in bearer form (exchangeable for definitive certificates in limited circumstances) in accordance with the Rules on the Scripless Securities under the Real Time Electronic Transfer of Funds and Securities (“RENTAS”) System and/or any other procedures/ guidelines issued by the relevant authority(ies). No physical delivery of the Senior Notes is permitted. The Global Certificates will be deposited with BNM acting as the Central Depository.</p> <p><u>Denomination</u> RM1,000 (unless required to be in such other denominations in accordance with the Rules on Fully Automated System for Issuing/ Tendering (“FAST”) issued by BNM and/or any other relevant guidelines).</p>
(o)	<b>Mode of Issue</b>	The Senior Notes may be issued via private placement on a best effort basis (i.e. direct placement or bought-deal) and/or book building on a best effort basis without prospectus.
(p)	<b>Selling Restriction</b>	<p><u>At issuance</u> The Senior Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia other than to persons falling within Schedule 6 or Section 229(1)(b) or Schedule 7 or Section 230(1)(b), and Schedule 9 or Section 257(3) of the Capital Markets and Services Act, 2007 (“CMSA”).</p> <p><u>After issuance</u> The Senior Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia other than to persons falling within Schedule 6 or Section 229(1)(b) and Schedule 9 or Section 257(3) of the CMSA.</p>
(q)	<b>Listing Status</b>	The Senior Notes may be listed on Bursa Malaysia Securities Berhad under the Exempt Regime. The SC will be notified accordingly in the event of such listing.
(r)	<b>Minimum Level of Subscription (RM or %)</b>	<p><u>Issuance via bought-deal or direct placement</u> 100%</p> <p><u>Issuance via book building</u> 5%</p>
(s)	<b>Other regulatory approvals required in relation to the issue, offer or invitation and</b>	The Senior Notes Issuance Programme is subject to the approval from the SC on the waiver from having to comply with paragraphs 14.1(iii) and 14.1(vi) in relation to “Covenants by the Borrower” as set out in the SC’s

	<b>whether or not obtained</b>	<p>Guidelines on the Minimum Contents Requirements for Trust Deeds in respect of the Senior Notes Issuance Programme. The SC's approval on the waiver is sought concurrently with the SC's approval for the Senior Notes Issuance Programme.</p> <p>Save for the above, no other regulatory approvals are required in relation to the issue, offer or invitation of the Senior Notes under the Senior Notes Issuance Programme.</p>
<b>(t)</b>	<b>Conditions Precedent</b>	<p>The availability of the Senior Notes Issuance Programme shall be subject to conditions precedent, including but not limited to the following:-</p> <ol style="list-style-type: none"> <li>a) Receipt of a certified true copy of the Issuer's Memorandum and Articles of Association and board of directors' resolution authorising, amongst others, the execution of the transaction documents;</li> <li>b) Receipt of a list of the Issuer's authorised signatories and their respective specimen signatures;</li> <li>c) Receipt of a report of the relevant winding-up search or the relevant statutory declaration in relation thereto;</li> <li>d) The Issuer shall have obtained the approvals from the SC, where applicable, in respect of the Senior Notes Issuance Programme and a written confirmation from the solicitors addressed to the Lead Arranger that the approvals are unconditional or, if they are conditional, the conditions have been fulfilled (to the extent that they have to be fulfilled prior to the issuance of the Senior Notes);</li> <li>e) All the transaction documents shall have been duly executed and endorsed as exempted from stamp duty;</li> <li>f) The Issuer shall have obtained a minimum long-term rating of AA3 from RAM Ratings at the point of first issuance; and</li> <li>g) Satisfactory legal opinion from solicitors confirming (a) the validity, legality and enforceability of the transaction documents and any other relevant documents pertaining to the Senior Notes Issuance Programme, and (b) that all the conditions precedent have been fulfilled.</li> </ol>
<b>(u)</b>	<b>Representations and Warranties</b>	<p>Representations and warranties typical and customary for a programme of this nature, which shall include but not limited to the following:-</p> <ol style="list-style-type: none"> <li>a) The Issuer is a company duly incorporated and validly existing under the laws of Malaysia and it has the power and authority to carry on its business and</li> </ol>

		<p>to own its properties and assets;</p> <p>b) The Issuer has the power to enter into, exercise its rights under and perform its obligations under the transaction documents;</p> <p>c) The Issuer's entry into, exercise of its rights under and performance of the transaction documents do not and will not violate any existing law or agreements to which it is a party;</p> <p>d) The transaction documents create valid and binding obligations which are enforceable on and against the Issuer;</p> <p>e) No litigation or arbitration is current or, to the best of the Issuer's knowledge, is threatened, which if adversely determined would have a material adverse effect on the ability of the Issuer to comply with its obligations under the transaction documents;</p> <p>f) No step has been taken by the Issuer, its creditors or any of its shareholders or any other person on its behalf nor have any legal proceedings or application been started or threatened under Section 176 of the Companies Act 1976;</p> <p>g) The audited financial statements of the Issuer are prepared in accordance with generally accepted accounting principles and standards and they fairly represent its financial position;</p> <p>h) There has been no change in the business or condition (financial or otherwise) of the Issuer or its subsidiaries since the date of its last audited financial statements which might have a material adverse effect on the ability of the Issuer to comply with its obligations under the transaction documents; and</p> <p>i) Such other representations and warranties as may be advised by the solicitors for the Lead Arranger including but not limited to the requirements under the SC's Minimum Contents Requirements for Trust Deeds, save and except for such requirements waived by the SC pursuant to item (s) set out herein.</p>
<b>(v)</b>	<b>Events of Default</b>	<p>Standard events of default shall apply and shall include, but not be limited to: -</p> <p>a) The Issuer fails to pay any amount due under the Senior Notes Issuance Programme and/or the transaction documents on the due date or on demand, if so payable;</p> <p>b) The Issuer fails to observe or perform or commits a breach of any obligation, undertaking or covenant under the transaction documents (other than an obligation of the type referred to in (a) above) and in the case of a failure capable of remedy, the Issuer has not remedied the said breach within thirty (30)</p>

		<p>days after the Issuer became aware or having being notified of the failure;</p> <p>c) Any representation, warranty or statement which is made by the Issuer proves to be inaccurate in any material respect when made or repeated and in the case of a representation made in good faith but subsequently proves to be incorrect, the Trustee does not determine that such misrepresentation has been rectified to the Trustee's satisfaction within thirty (30) days after the Issuer became aware or having being notified of the failure;</p> <p>d) Any indebtedness of the Issuer (other than indebtedness arising from the Senior Notes Issuance Programme) becomes due or capable of being declared due before its stated maturity or any guarantee or similar obligations of the Issuer is not discharged at maturity or when called and the occurrence of such event has a material adverse effect on the Issuer to meet its obligations under the Senior Notes Issuance Programme or the transaction documents;</p> <p>e) There is a revocation, withholding or modification of a licenses, authorisation or approval that would materially impair or prejudice the Issuer's ability to comply with the terms and conditions of the Senior Notes Issuance Programme and/or transaction documents and no appeal in respect thereof is made by the Issuer within the time period stipulated under the Banking and Financial Institutions Act 1989 ("BAFIA") and/or any other relevant legislations;</p> <p>f) Any step is taken for the winding up, dissolution or liquidation of the Issuer or a petition for winding up, is presented against the Issuer and the Issuer has not taken any action to set aside such petition within sixty (60) days from the date of service of such winding up petition;</p> <p>g) An encumbrancer takes possession of, or a trustee, receiver or similar officer is appointed in respect of, the whole or substantial part of the business or assets of the Issuer or distress, legal process, sequestration or any form of execution is levied or enforced upon or instituted against any of the assets of the Issuer and is not discharged within sixty (60) days after being levied, enforced or instituted, or any security interest which may for the time being affect any of its assets becomes enforceable;</p> <p>h) Any legal proceedings, suit or action which could materially and adversely affect the obligations of the Issuer under the transaction documents or the Senior Notes Issuance Programme shall be instituted against the Issuer by any third party and the Issuer has not, within thirty (30) days from the</p>
--	--	--



		<p>date such legal proceedings, suit or action were instituted against the Issuer taken any reasonable steps to discharge or stay such legal proceedings, suit or action;</p> <p>i) The Issuer undergoes any scheme of reconstruction, arrangement or compromise pursuant to Section 176 of the Companies Act, 1965 or there is declared by a Malaysian court or authority, a moratorium on the payment of indebtedness or other suspension of payments generally (other than for the purposes of and followed by a scheme for reconstruction, amalgamation, consolidation or merger of the Issuer with prior approval in writing by the Minister of Finance or BNM, unless during or following such reconstruction, amalgamation, consolidation or merger the Issuer becomes or is declared to be insolvent); and</p> <p>j) Such other Events of Default as may be advised by the solicitors for the Lead Arranger.</p> <p>Upon the occurrence of any of the above Events of Default, the Trustee may and shall, if so directed by a special resolution of the holders of the Senior Notes, declare that an Event of Default has occurred and the Senior Notes are immediately due and repayable.</p>
<b>(w)</b>	<b>Principal terms and conditions for warrants, (where applicable)</b>	Not applicable
<b>(x)</b>	<b>Other Principal Terms and Conditions for the issue</b>	
<b>(i)</b>	Positive Covenants	<p>These shall include but not limited to the following:</p> <p>a) The Issuer shall at all times maintain its corporate legal existence and exercise reasonable diligence in carrying out its business in a proper and efficient manner and in particular, it shall ensure, amongst others, that all necessary approvals or relevant licenses are obtained;</p> <p>b) The Issuer shall at all times perform all its obligations and promptly comply with all provisions of the transaction documents and the terms and conditions of the Senior Notes Issuance Programme;</p> <p>c) The Issuer shall provide the following to the Trustee:</p> <p>(i) within 180 days after the end of each financial year, a copy of its annual audited accounts and any other accounts, reports, notices, statements, circulars or other documents issued by the Issuer to its</p>

		<p>shareholders;</p> <p>(ii) annually, a certificate stating that the Issuer has complied with its obligations under the Trust Deed and the terms and conditions of the Senior Notes Issuance Programme and that there did not exist or had not existed, from the first issue date, any Event of Default and if such is not the case, to specify the same; and</p> <p>(iii) such information relating to the Issuer's affairs to the extent permitted by law which the Trustee may reasonably require from time to time in order to discharge its duties and obligations;</p> <p>d) The Issuer shall immediately notify the Trustee in the event that the Issuer becomes aware of the following:</p> <p>(i) the occurrence of any Event of Default and the Issuer shall take reasonable steps and/or such other steps as may be reasonably requested by the Trustee to remedy and/or mitigate the Event of Default;</p> <p>(ii) any circumstance that has occurred or any other matter that may materially prejudice the ability of the Issuer to perform its obligations under the Senior Notes Issuance Programme;</p> <p>(iii) any substantial change in the nature of the business of the Issuer;</p> <p>(iv) any change in the utilisation of the proceeds from the Senior Notes Issuance Programme other than for the purpose stipulated;</p> <p>(v) any change in the Issuer's withholding tax position or taxing jurisdiction; and</p> <p>(vi) any other matters that may materially prejudice the interests of the holders of Senior Notes;</p> <p>e) The Issuer shall at all times keep proper books and accounts on a basis consistently applied in accordance with the laws of Malaysia and generally accepted accounting principles and standards in Malaysia;</p> <p>f) The Issuer shall at all times maintain a paying agent with a specified office in Malaysia;</p> <p>g) The Issuer shall procure that the paying agent notifies the Trustee in the event that the paying agent does not receive payment from the Issuer on the due dates as required under the Trust Deed and the terms and conditions of the Senior Notes Issuance Programme;</p> <p>h) The Issuer shall promptly comply with all applicable provisions of the CMSA and BAFIA and/or any</p>
--	--	--

		<p>notes, circulars, conditions and/or guidelines issued by the SC and BNM from time to time; and</p> <p>i) Such other covenants as may be advised by the solicitors for the Lead Arranger including but not limited to the requirements under the SC's Minimum Contents Requirements for Trust Deeds, save and except for such requirements waived by the SC pursuant to item (s) set out herein.</p>
(ii)	Negative covenants	<p>These shall include but not limited to the following:</p> <p>a) The Issuer shall not carry out any business or other activities other than that currently set out in its Memorandum and Articles of Association;</p> <p>b) Save and except for transactions lawfully entered into by the Issuer in the ordinary course of its banking and/or financial services business or such other incidental business(es) with its or its related corporations' directors, substantial shareholders or persons connected with any of them ("Interested Persons") and recurring transactions with Interested Persons approved by the shareholders of the Issuer, the Issuer shall not enter into any transaction, whether directly or indirectly with any of the Interested Persons unless:-</p> <p>(i) such transaction shall be on terms that are no less favourable to the Issuer than those which could have been obtained in a comparable transaction from persons who are not Interested Persons, provided that the transaction has been approved by the majority of its board of directors and, where applicable, shareholders at a general meeting; and</p> <p>(ii) with respect to transactions involving an aggregate payment or value equal to or greater than 25% of the Issuer's total shareholders' funds as reflected in the latest audited financial statements, the Issuer shall obtain certification from an independent adviser that the transaction is carried out on fair and reasonable terms, provided that the Issuer certifies to the Trustee that, where applicable, the Issuer has received the certification referred to in this sub-paragraph (ii), and that the transaction has been approved by the majority of its board of directors and, where applicable, shareholders at a general meeting;</p> <p>c) The Issuer shall not execute or omit to execute any document which may render any of the transaction documents to be illegal, void, voidable or</p>

		<p>unenforceable;</p> <p>d) The Issuer shall not use the proceeds derived from the Senior Notes Issuance Programme for purposes other than those stated herein; and</p> <p>e) Such other covenants as may be advised by the solicitors for the Lead Arranger including but not limited to the requirements under the SC's Minimum Contents Requirements for Trust Deeds, save and except for such requirements waived by the SC pursuant to item (s) set out herein.</p>
(iii)	Status	The Senior Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, and will rank pari passu, without any preference amongst themselves, and equally with all other present and future unsecured and unsubordinated obligations (excluding deposits) of the Issuer, except those obligations preferred by law, liens or rights of set-off arising from the normal course of business.
(iv)	Redemption	Unless previously redeemed or purchased and cancelled, the Senior Notes shall be fully redeemed on the respective maturity date(s) at 100% of their nominal value.
(v)	Open Market Acquisition and Cancellation	<p>The Issuer or any of its related corporations (within the meaning of the Companies Act 1965) may at any time acquire the Senior Notes at any price in the open market or by private treaty, provided:</p> <p>(a) Any of the Senior Notes so acquired by the Issuer shall be cancelled and cannot be reissued; or</p> <p>(b) Any of the Senior Notes acquired by the Issuer's related corporations need not be cancelled but will not entitle such related corporations to vote at any meetings of the holders of the Senior Notes and will not be deemed to be outstanding for the purpose of determining the total votes exercisable by the holders of the Senior Notes whenever such determination is required under the Trust Deed.</p>
(vi)	Changes of Circumstances	If at any time prior to the availability of the Senior Notes Issuance Programme, as a result of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof or if compliance by the Lead Arranger / Facility Agent / Primary Subscriber(s) / investor(s) (collectively "the Financing Parties") with any applicable direction, request or requirement (whether or not having the force of law) will impose on the Financing Parties any condition, burden or obligation, then the commitment of the Financing Parties to arrange/subscribe (as the case may be) under the Senior Notes Issuance Programme will terminate upon notice to the

		Issuer of the occurrence of such event after becoming aware thereof.
(vii)	Adverse Market	At any time prior to the first issuance under the Senior Notes Issuance Programme, the Financing Parties reserve the right to withdraw/ terminate the arrangement of the Senior Notes Issuance Programme if there occurs any change in the national or international financial, political or economic conditions, including but not limited to adversities in international/ domestic money, capital or syndicated loan markets, the business activities or financial position of the Issuer which in the opinion of the Financing Parties, will materially affect the offering and distribution of the Senior Notes under the Senior Notes Issuance Programme in the secondary market upon successful completion of the arrangement of the same.
(viii)	Trust Deed	The Senior Notes Issuance Programme shall be constituted by a trust deed, which shall be administered by the Trustee, who shall act on behalf of the holders of the Senior Notes.
(ix)	Taxation	All payments by the Issuer in respect of the Senior Notes Issuance Programme shall be made without withholding or deductions for or on account of any present or future tax, duty or charge of whatsoever nature imposed or levied by or on behalf of Malaysia or Malaysian law, unless such withholding or deduction is required by law and the Issuer shall not gross up for any such withholding or deduction.
(x)	Interest on Late Payment(s)	In the event of overdue payment of any sums covenanted to be paid, the Issuer shall pay default interest of 1% above the prevailing Malayan Banking Berhad's base lending rate on such overdue amounts.
(xi)	Currency	Ringgit Malaysia
(xii)	Documentation	Standard documentation satisfactory to all parties concerned incorporating clauses normal and customary for a financing of this nature and/or as advised by the Lead Arranger's solicitors.
(xiii)	Governing Law	The laws of Malaysia
(xiv)	Jurisdiction	The Issuer shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.