

**ROUF & ASSOCIATES**

Execution Version

**AB BANK LIMITED**

**As Issuer**

**AND**

**IDLC FINANCE LIMITED**

**As Trustee**

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**TRUST DEED  
RELATING TO  
BDT2,500,000,000 VARIABLE RATE  
UNSECURED NON-CONVERTIBLE SUBORDINATED  
BONDS DUE [●] 2021**

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THIS TRUST DEED is made on [●] 2014

**BETWEEN:**

(1) **AB BANK LIMITED** a banking company incorporated under the relevant Companies Act of Bangladesh and licensed by Bangladesh Bank under the Bank Companies Act 1991 having its Head Office at BCIC Bhaban, 30-31 Dilkusha Commercial Area, Dhaka – 1000, Bangladesh (hereinafter referred to as the "**Issuer & Settlor**") which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns) of the First Part

; and

(2) **IDLC FINANCE LIMITED** a financial institution incorporated under the relevant Companies Act of Bangladesh and licensed by Bangladesh Bank under the Financial Institutions Act 1993 having head office at Bay's Galleria (1st Floor) 57 Gulshan Avenue Gulshan-1, Dhaka 1212 (hereinafter referred to as "**Trustee**") ", which expression includes, where the context admits, all persons for the time being the trustee or trustees of this Trust Deed and shall mean and include its successors-in-interest and assigns

**OBJECTIVES OF THE ISSUE**

- (A) The Issuer, with a license from the Bangladesh Bank under the Bank Companies Act 1991 (Act No. 14 of 1991) to operate as a scheduled bank in Bangladesh, is engaged in the business of commercial banking under the laws of Bangladesh.
- (B) The Issuer has pursuant to resolutions of the Board of Directors of the Issuer made at a meeting held on 12 March 2014 and Extraordinary General Meeting held on 21 April 2014 authorised the creation and issue of BDT 2,500,000,000 in aggregate principal amount of Subordinated Bonds due 2021 (the "**Bonds**") to be constituted in relation to this Trust Deed. The Bangladesh Bank has given its approval to the Issuer for the issue of the Bonds in its letter dated [●] (Ref: [●]).
- (C) The proceeds of the Bonds shall be utilised by the Issuer in its commercial banking business and shall be considered as Supplementary Capital and to meet the requirements of Tier 2 Capital (as defined in the Conditions).
- (D) Issuer has decided that Bonds i.e. BDT 2,500,000,000 will be subscribed by the Investors through private placement.
- (E) For the purpose of private placement of Bonds the Issuer has entered into an agreement with the Investors (the "**Subscription Agreement**") for private placement of Bonds subject to the terms and conditions of the Bond Documents and Subscription Agreement.
- (F) The Bangladesh Securities and Exchange Commission of Bangladesh (the "**BSEC**") has duly consented to the issuing of the Bonds, through a consent letter dated 01 July 2014 (Ref: BSEC/CI/DS-12/2014/471).
- (G) The Issuer as Settlor has decided to create a trust under the Trust Act 1882 and the Securities and Exchange Commission (Private Placement of Debt Securities) Rules 2012 for the said Bonds and the Bondholders shall be beneficiary of the said trust and the said trust shall be known as **AB BANK LIMITED BOND TRUST**.
- (H) The Issuer shall appoint **IDLC FINANCE LIMITED** as Trustee in respect of the Bonds and provide evidences for proper utilization, conversion and repayment/redemption of the issue. The Trustee shall be entitled to get fees for their services as provided for herein.

- (I) **IDLC FINANCE LIMITED** has at the request of the Issuer consented to act as Trustee on the terms and conditions appearing hereinafter.
- (J) The Bondholders hereby authorize the Trustee to act in the capacity of Trustee in order to exercise their rights and remedies of the Bondholders in accordance with this Trust Deed and hereby empowered the Trustee to do such acts and sign documents as are required to carry out its duties in such capacity and as detailed in the Bond Documents.
- (K) The Trustee has, at the request of the Issuer, consented to act as trustee and the BSEC has accorded consent to the Trustee to act as trustee of the Bonds in its letter dated [●] 2014 (Ref: [●]). The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

**NOW THIS DEED WITNESSES AND IT IS HEREBY DECLARED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Trust Deed the following expressions have the following meanings:

"**Agency Agreement**" means the agency agreement dated on or about the date of this Trust Deed (as amended and restated or supplemented from time to time) between the Issuer, the Trustee, the Registrar, the Paying Agent and the Transfer Agent;

"**Appointee**" means any delegate, agent, nominee or custodian appointed pursuant to the provisions of this Trust Deed;

"**Authorised Signatory**" means, the persons authorised by the Board of Directors of the Issuer and notified to the Trustee pursuant to Clause 11.4.11 (*Authorised Signatories*);

"**Bond Certificate**" means any individual bond certificate representing a Bondholder's entire holding of Bonds, in substantially the form set out in Part A of Schedule 1 and any replacement Bond Certificates duly issued pursuant to Condition 13 (*Replacement of Certificates*);

"**Bond Documents**" means the Conditions and this Trust Deed (each a "**Bond Document**");

"**Bondholder**" means a person in whose name a Bond (or, as the case may be, such Bond) is registered in the Register;

"**Business Day**" has the meaning given to it in the Conditions;

"**Compliance Certificate**" means the compliance certificate substantially in the form as set out in Schedule 3 (*Form of Compliance Certificate*);

"**Conditions**" means the terms and conditions in the form or substantially in the form set out in PART- B (*Terms and Conditions of the Bonds*) and any reference in this Trust Deed and in the Prospectus to a particular numbered Condition shall be construed in relation to the Bonds accordingly;

"**Event of Default**" means any one of the circumstances described in Condition 10;

"**Extraordinary Resolution**" has the meaning set out in Schedule 2 (*Provisions for Meetings of Bondholders*);

"**Fee Letter**" means the fee letter between the Issuer and the Trustee dated on or around 24 April 2014;

"**Holder**" has the meaning given to it in the Conditions;

"**Issue Date**" means [●] 2014;

"**Liabilities**" means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust government or any agency or any other entity;

"**outstanding**" means, in relation to the Bonds, all the Bonds other than:

- (a) those which have been redeemed in accordance with this Trust Deed;
- (b) those in respect of which the date for redemption in accordance with the provisions of the Conditions has occurred and for which the redemption moneys (including all interest accrued thereon to the date for such redemption) have been duly paid by the Issuer (and, where appropriate, notice to that effect has been given to the Bondholders in accordance with Condition 14 (*Notices*)) and remain available for payment in accordance with the Conditions;
- (c) those which have been purchased and surrendered for cancellation as provided in Condition 7 (*Payments*) and notice of the cancellation of which has been given to the Trustee;

*provided that* for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of Bondholders;
- (ii) the determination of how many and which Bonds are for the time being outstanding for the purposes of Clauses 18.1 (*Legal Proceedings*) and 17.1 (*Waiver*), Conditions 5 (*Covenants*), 10 (*Events of Default*), 12 (*Meetings of Bondholders, Modification, Waiver and Substitution*) and 14 (*Notices*) Schedule 2 (*Provisions for Meetings of Bondholders*); and
- (iii) any discretion, power or authority, whether contained in this Trust Deed or provided by law, which the Trustee is required to exercise in or by reference to the interests of the Bondholders or any of them;

those Bonds (if any) which are for the time being held by any person (including but not limited to the Issuer or any Subsidiary) for the benefit of the Issuer or any Subsidiary shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"**Related Party**" means, in respect of any person, any affiliate of that person or any officer, director, employee or agent of that person or any such affiliate;

"**Repay**" shall include "**redeem**" and vice versa and "**repaid**", "**repayable**", "**repayment**", "**redeemed**", "**redeemable**" and "**redemption**" shall be construed accordingly;

"**this Trust Deed**" means this Trust Deed and the Schedules (as from time to time modified in accordance with the provisions contained herein) and (unless the context requires

otherwise) includes any deed or other document executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto;

"**Written Resolution**" means a resolution in writing signed by or on behalf of not less than  $66\frac{2}{3}$  percent of Bondholders for the time being outstanding, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Bonds.

## 1.2 **Principles of interpretation**

In this Trust Deed references to:

- 1.2.1 *Statutory modification:* a provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- 1.2.2 *Additional amounts:* principal and/or interest in respect of the Bonds shall be deemed also to include references to any additional amounts which may be payable under Condition 9 (*Taxation*);
- 1.2.3 *Tax:* costs, charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof;
- 1.2.4 *Enforcement of rights:* an action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction, references to such action, remedy or method of judicial proceedings for the enforcement of rights of creditors available or appropriate in such jurisdictions as shall most nearly approximate thereto;
- 1.2.5 *Clauses and Schedules:* a Schedule or a Clause or sub-clause, paragraph or sub-paragraph is, unless otherwise stated, to a schedule hereto or a clause or sub-clause, paragraph or sub-paragraph hereof respectively;
- 1.2.6 *Principal:* principal shall, when applicable, include premium;
- 1.2.7 *Currency:* all references to "**BDT**" or "**Taka**" are to the lawful currency of the People's Republic of Bangladesh ("**Bangladesh**") at all times;
- 1.2.8 *Principal:* principal shall, when applicable, include premium;
- 1.2.9 *Gender:* words denoting the masculine gender shall include the feminine gender also, words denoting individuals shall include companies, corporations and partnerships and words importing the singular number only shall include the plural and in each case *vice versa*;
- 1.2.10 *Continuing:* a Default is "**continuing**" if it has not been remedied or waived;
- 1.2.11 *Persons:* a person includes a reference to that person's legal personal representative, successors and permitted assigns and transferees; and
- 1.2.12 *Agreement:* an agreement or a document includes any agreement or document executed in accordance with the provisions thereof and expressed to be supplemental thereto.

## 1.3 **The Conditions**

In this Trust Deed, unless the context requires or the same are otherwise defined, words and expressions defined in the Conditions and not otherwise defined herein shall have the same

meaning in this Trust Deed. The Conditions form an integral part of this Trust Deed and the Issuer, the Trustee and the Beneficiaries are bound to comply with the said Conditions.

1.4 **Headings**

The headings and sub-headings are for ease of reference only and shall not affect the construction of this Trust Deed.

1.5 **The Schedules**

The schedules are part of this Trust Deed and shall have effect accordingly.

2. **RELATION BETWEEN THE PARTIES**

The AB Bank Limited as Issuer & Settlor has agreed to appoint IDLC Finance Limited as Trustee for the AB Bank Limited Bond Trust and the Trustee shall act as trustee for the benefit of the Beneficiaries subject to this Trust Deed.

3. **GOVERNING LAW AND ARBITRATION**

3.1 **Law**

This Trust Deed and the Conditions and all non-contractual obligations arising from or connected with them are governed by, and shall be construed in accordance with, the laws of Bangladesh.

3.2 **Arbitration**

Any dispute arising from or in connection with this Trust Deed or the Conditions (including a dispute relating to non-contractual obligations arising from or in connection with this Trust Deed and/or these Conditions, or a dispute regarding the existence, validity or termination of the Conditions and/or this Trust Deed or the consequences of their nullity) (the “**Dispute**”) between the Issuer and the Trustee or between Issuer and the Bondholders or between Trustee and the Bondholders shall be settled by arbitration in accordance with the provisions of the Arbitration Act 2001. Each party shall appoint its arbitrator and the arbitrators shall appoint chairman of the arbitral tribunal. Venue of arbitration shall be at Dhaka. Unless otherwise decided by the arbitral tribunal, each party to an arbitration proceeding shall bear their respective costs of arbitration.

4. **TRUST**

4.1 **Creation of the Trust**

The Issuer, acting as settlor, hereby declares and confirms that it has simultaneously with the execution of this Trust Deed settled and kept apart an amount of [BDT 100,000] (the “**Trust Assets**”) TO HAVE AND HOLD the same together with all additions or accretions thereto UPON the Trust and confirms that it will transfer said amount, together with all additions or accretions thereto, and the investments representing the same would be applied and governed by the provisions of this Trust Deed and the Trustee has consented to act on the provisions set out herein.

4.2 **Acceptance of the Trust**

The Trustee hereby declares and confirms that it shall hold and stand possessed of the Trust Assets UPON trust and subject to the powers, provisions, agreements and declarations herein contained.

4.3 **Beneficiaries**

The Trust Assets shall be held for the benefit of the Bondholders from time to time (the “**Beneficiaries**”) for distribution in accordance with applicable law.

4.4 **Name of the Trust**

The Trust hereby created shall be called the “**AB BANK LIMITED BOND TRUST**”.



4.5 **Registered Address of the Trust**

Unless otherwise decided by the Issuer and the Trustee, the registered address of the Trust shall be at IDLC Finance Limited, Bay's Galleria, 57 Gulshan Avenue, Dhaka – 1212, Bangladesh. Trustee may change registered address of the Trust with the consent of the Issuer and prior notification to the Beneficiaries.

4.6 **Date of Commencement of the Trust**

The Trust hereby created shall be established from the date of this Trust Deed.

4.7 **Objects and Undertakings of the Trust**

The Trust has been created with the following objects and the Trustee covenants as follows:

- 4.7.1 to hold the benefit of the covenants made by the Issuer in this Trust Deed and the Conditions on trust for the Bondholders;
- 4.7.2 to open such accounts as the Trustee deems necessary for discharging the functions of Trustee;
- 4.7.3 to keep the money and assets representing the Trust Assets (including enforcement proceeds) and to deposit and withdraw such moneys and assets as may be required from time to time and in accordance with the terms of this Trust Deed;
- 4.7.4 to undertake all such actions for the recoveries of any outstanding payments in accordance with the provisions of this Trust Deed and to execute all such documents, deeds and papers and to do all acts in relation thereto;
- 4.7.5 to manage and administer the Bonds in accordance with the terms of this Trust Deed and to execute, acknowledge, confirm or endorse any agreements, documents, deeds, instruments and papers in connection therewith;
- 4.7.6 to convene any meeting of the Bondholders in accordance with the provisions of the Trust Deed and the Conditions, and to facilitate the proceedings of such meeting as it deems appropriate in accordance with the terms of this Trust Deed;
- 4.7.7 to implement, give effect to and facilitate the Conditions and such other documents, deeds and agreements in contemplation thereof or in connection therewith;
- 4.7.8 upon receipt of the instructions of such requisite majority of the Bondholders in accordance with the terms of this Trust Deed, to sell or otherwise dispose of the Trust Assets and close any bank accounts that may have been opened in pursuance of this Trust Deed after the distribution of amounts standing to their credit; and
- 4.7.9 to do all such other acts, deeds and things as may be necessary and incidental to the above provisions unless such acts require the prior consent of the Bondholders in accordance with the terms of this Trust Deed.

5. **COSTS AND EXPENSES**

5.1 **Costs and Expenses of the Issue**

- 5.1.1 *Expenses to the Issue:* All costs and expenses in connection with the issue of Bonds is on account of the Issuer.
- 5.1.2 *Value added tax:* The Issuer shall in addition pay the amount equal to the amount of any value added tax or similar tax chargeable in respect of expenses set out in Clause 5.1.1 (*Expenses to the Issue*).

5.1.3 *Expenses of the Trustee:* The Issuer shall also pay or discharge all costs, charges and expenses incurred by the Trustee with prior consent from Issuer in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, including but not limited to any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Trust Deed. The Issuer shall in addition pay the amount equal to the amount of any value added tax or similar tax chargeable in respect of expenses set out in this Clause 5.1.3 (*Expenses of the Trustee*);

5.1.4 *Indemnity to the Trustee:* The Issuer shall indemnify the Trustee (a) in respect of all liabilities and expenses incurred by it or by any Appointee or other person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by this Trust Deed and (b) against all liabilities, actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to this Trust Deed *provided that* it is expressly stated that Clause 6.1.14 (*Trustee Liability*) shall apply in relation to these provisions and that the Trustee had exercised reasonable care in the appointment of such person, provided that such indemnity of the Issuer shall not exceed BDT 100,000 in the case of expenses and BDT 100,000 in the case of all other matters;

## 5.2 **Stamp duties**

The Issuer will pay all stamp duties, registration taxes, capital duties and other similar duties or taxes (if any) payable on (a) the constitution and issue of the Bonds, (b) the initial delivery of the Bonds (c) any action taken by the Trustee (or any Bondholder where permitted or required under this Trust Deed so to do) to enforce the provisions of the Bonds or this Trust Deed and (d) the execution of this Trust Deed. If the Trustee (or any Bondholder where permitted under this Trust Deed so to do) shall take any proceedings against the Issuer in any other jurisdiction and if for the purpose of any such proceedings this Trust Deed is taken into any such jurisdiction and any stamp duties or other duties or taxes become payable thereon in any such jurisdiction, the Issuer will pay (or reimburse the person making payment of) such stamp duties or other duties or taxes (including penalties).

## 5.3 **Indemnities separate**

5.3.1 The indemnities in this Trust Deed constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Trustee and/or any Bondholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed or the Bonds or any other judgment or order. Any such Liability as referred to in sub-clause 5.1.4 (*Indemnity*) shall be deemed to constitute a Liability suffered by the Trustee or the Bondholders.

5.3.2 Any indemnity in this Trust Deed will survive the redemption or maturity of the Bonds, the termination of this Trust Deed and the termination of the appointment of, or resignation of, the Trustee.

## 6. **TERMS OF APPOINTMENT (TRUSTEE WITH RIGHTS, DUTIES AND OBLIGATIONS)**

It is expressly declared as follows:

## 6.1 Trustee's Rights

- 6.1.1 *Applicable Law:* Notwithstanding anything contained in this Trust Deed the Trustee shall have all such rights and powers granted to it under the applicable law including but is not limited to The Securities and Exchange Commission (Private Placement of Debt Securities) Rules 2012.
- 6.1.2 *Advice:* The Trustee may in relation to this Trust Deed act on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by the Trustee, the Issuer, or any Subsidiary) and which advice or opinion may be provided on such terms (including as to limitations on liability) as the Trustee may consider in its sole discretion to be consistent with prevailing market practice with regard to advice or opinions of that nature and shall not be responsible for any Liability occasioned by so acting; any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, cablegram or facsimile transmission;
- 6.1.3 *Resolution or direction of Bondholders:* the Trustee shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any meeting of the Bondholders in respect whereof minutes have been made and signed or a direction of a specified percentage of Bondholders, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or the making of the directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the making of the directions was not valid or binding upon the Bondholders;
- 6.1.4 *Trustee not responsible for investigations:* save as otherwise provided by applicable law, the Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Trust Deed, the Bonds, or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof;
- 6.1.5 *Entry on the Register:* the Trustee shall not be liable to the Issuer or any Bondholder by reason of having accepted as valid or not having rejected any entry on the Register later found to be forged or not authentic and can assume for all purposes in relation hereto that any entry on the Register is correct;
- 6.1.6 *Events of Default:* save as otherwise provided by applicable law, until it shall have actual knowledge or express notice to the contrary, the Trustee shall be entitled to assume that no such Event of Default has happened and that the Issuer is observing and performing all the obligations on its part contained in the Bonds and under this Trust Deed and no event has happened as a consequence of which any of the Bonds may become repayable; and
- 6.1.7 *Right to Deduct or Withhold:* notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever

nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax from the funds held by the Trustee upon the trusts of this Trust Deed.

- 6.1.8 *Liability:* Under no circumstance will the Trustee be liable for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to loss of business, goodwill, opportunity or profit), whether or not foreseeable, even if the Trustee has been advised of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise. This Clause 6.1.8 shall survive the termination or expiry of this Trust Deed or the removal or termination of the Trustee.
- 6.1.9 *Force Majeure:* The Trustee shall not be liable for any failure or delay in the performance of its obligations under this Trust Deed or any other Bond Document because of circumstances beyond such Trustee's control, including, without limitation, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, embargo, labour disputes, any laws, ordinances, regulations or the like which restrict or prohibit the performance of the obligations contemplated by this Trust Deed or any other Bond Document, inability to obtain or the failure of equipment, or interruption of communications or computer facilities, and other causes beyond such Trustee's control whether or not of the same class or kind as specifically named above.
- 6.1.10 *Immunities:* The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Trust Deed shall extend to the Trustee's officers, directors and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the defeasance or discharge of this Trust Deed and final payment of the Bonds. The Issuer acknowledges that in any proceedings taken in relation to this Trust Deed, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.
- 6.1.11 *Professional charges:* any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partner or firm on matters arising in connection with the trusts of this Trust Deed and also his properly incurred charges in addition to disbursements for all other work and business done and all time spent by him or his partner or firm on matters arising in connection with this Trust Deed, in each case as agreed pursuant to the Fee Letter (including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person);
- 6.1.12 *Expenditure by the Trustee:* nothing contained in this Trust Deed shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in

the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it; and

6.1.13 *Trustee may enter into financial transactions with the Issuer:* no Trustee and no director or officer of any corporation being a Trustee hereof shall by reason of the fiduciary position of such Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any Subsidiary, or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or any Subsidiary or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary, and neither the Trustee nor any such director or officer shall be accountable to the Bondholders or the Issuer or any Subsidiary, or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustee and any such director or officer shall also be at liberty to retain the same for its or his own benefit.

6.1.14 *Trustee Liability:* The Trustee shall not be liable to any person for any matter or thing done or omitted in any way in connection with or in relation to this Trust Deed or the Bonds save in relation to its own gross negligence, wilful default or fraud.

6.1.15 *Right to Sue:* The Trustee may sue and may be sued on behalf of the Bondholders.

## 6.2 **Trustee's powers and duties**

6.2.1 *Applicable Law:* Notwithstanding anything contained in this Trust Deed the Trustee shall have all such responsibility as set out in the applicable law including but is not limited to The Securities and Exchange Commission (Private Placement of Debt Securities) Rules 2012.

6.2.2 *Act for Bondholders:* Subject to applicable law and terms and conditions of this Trust Deed Trustee shall act on behalf and for the exclusive interest of the Bondholders;

6.2.3 *Monitoring:* Trustee shall ensure that Issuer is observing the applicable law for the Bonds and the terms and conditions of the Bond Documents. As soon as the Trustee is aware of any breach by the Issuer it shall immediately inform the Bondholders and the Issuer of such breach;

6.2.4 *Report to BSEC:* Trustee shall submit an annual compliance report to the BSEC on the activities of the Issuer including repayment of dues to the Bondholders. When Trustee shall submit such report to the BSEC it shall provide copy to the Issuer and the Bondholders;

6.2.5 *Grievances of the Bondholders:* Upon receipt of a complaint from the Bondholders Trustee shall take necessary steps for redress of grievances of the Bondholders within one month of the date of receipt of the complaints and it shall keep the BSEC and the Issuer informed about the number, nature and other particulars of the complaints received and the manner in which such complaints have been redressed;

- 6.2.6 *Trustee's determination* The Trustee may determine whether or not a default in the performance or observance by the Issuer of any obligation under the provisions of this Trust Deed or contained in the Bonds is capable of remedy and if the Trustee shall certify that any such default is, in its opinion, not capable of remedy, such certificate shall be conclusive and binding upon the Issuer and the Bondholders;
- 6.2.7 *Determination of questions:* the Trustee as between itself and the Bondholders shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee and the Bondholders;
- 6.2.8 *Trustee's discretion:* the Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Trust Deed or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any Liability that may result from the exercise or non-exercise thereof (save as otherwise provided by applicable law) but whenever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Bondholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or provided with security to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing;
- 6.2.9 *Trustee's consent:* any consent given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee may require;
- 6.2.10 *Application of proceeds:* the Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Bonds or the delivery of any Bond Certificates to the Bondholders;
- 6.2.11 *Error of judgment:* the Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Trustee assigned by the Trustee to administer its corporate trust matters;
- 6.2.12 *Agents:* Subject to the provisions of the Trust Act 1882 and Securities and Exchange Commission (Private Placement of Debt Securities) Rules 2012, the Trustee may, in the conduct of the trusts of this Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money) with the consent of Issuer and the Trustee shall be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person *provided that* the Trustee had exercised reasonable care in the appointment of such person;
- 6.2.13 *Confidential information:* the Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Bondholder confidential information or other information made available to the Trustee by the Issuer in connection with this Trust Deed and no Bondholder shall be entitled to take any action to obtain from the Trustee any such information.

6.3 **Exercise of Discretion**

- 6.3.1 Notwithstanding anything in this Trust Deed to the contrary, the Trustee shall not be obliged to exercise or consider exercising any discretion or consider making or make any determination (including, without limitation, any determination as to whether any fact or circumstance or activity or thing is material or substantial or complies with some such similar quantitative standard) or to consider taking or take any action whatsoever in connection with or under or pursuant to the Bonds unless directed to do so by the holders of not less than  $66\frac{2}{3}$  percent in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of Bondholders (subject in all cases to the Trustee having been indemnified or provided with security to its satisfaction and otherwise being satisfied that it is lawful for it to so exercise discretion, make a determination or otherwise take any action). Such direction shall specify the way in which the Trustee shall exercise such discretion or, as the case may be, make the determination or take the action to be taken by the Trustee.
- 6.3.2 The Trustee will be responsible for any loss, expense, damage, claim, cost, charge or liability which may be suffered as a result of any exercise or non-exercise of a discretion or the making or failure to make any determination or the taking or failure to take any action by the Trustee, acting on the directions of the Bondholders as aforesaid or pending the provision of such a direction.

7. **TRUSTEE FEE**

7.1 **Remuneration**

- 7.1.1 *Normal Remuneration:* The Issuer shall pay to the Trustee remuneration as set out in the Fee Letter for its services as trustee as from the date of this Trust Deed. Such remuneration shall be payable in advance on the anniversary of the date hereof in each year and the first payment shall be made on the date hereof. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Bondholders) up to and including the date when, all the Bonds having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Trustee, *provided that* if any cheque, payment of the moneys due in respect thereof is improperly withheld or refused, remuneration will commence again to accrue;
- 7.1.2 *Extra Remuneration:* In the event of the occurrence of an Event of Default or the Trustee considering it expedient or necessary or being requested by the Issuer to undertake duties which the Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Issuer shall pay to the Trustee such additional remuneration as shall be agreed between them;
- 7.1.3 *Value added tax:* The Issuer shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable in respect of its remuneration under this Trust Deed;
- 7.1.4 *Failure to agree:* In the event of the Trustee and the Issuer failing to agree:
- (a) (in a case to which sub-clause 7.1.1 applies) upon the amount of the remuneration; or

- (b) (in a case to which sub-clause 7.1.2 applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, or upon such additional remuneration;

such matters shall be determined by a merchant bank (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Trustee) by RSA Capital (arranger to issue of Bond) (the expenses involved in such nomination and the fees of such merchant bank being payable by the Issuer and Trustee equally) and the determination of any such merchant bank or the person nominated shall be final and binding upon the Trustee and the Issuer;

- 7.1.5 *Expenses:* The Issuer shall also pay or discharge all costs, charges and expenses incurred by the Trustee with prior consent from Issuer in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, including but not limited to any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Trust Deed;
- 7.1.6 *Payment of amounts due:* All amounts due and payable pursuant to sub-clauses 5.1.3 (*Expenses*) and 5.1.4 (*Indemnity*) shall be payable by the Issuer on the date specified in a demand by the Trustee;
- 7.1.7 *Discharges:* Unless otherwise specifically stated in any discharge of this Trust Deed the provisions of this Clause 7.1 (*Remuneration*) shall continue in full force and effect notwithstanding such discharge.

## 8. THE BONDS (MODUS OPERANDI OF THE ISSUE)

### 8.1 Bond Certificates

Each series of Bonds will be represented by Bond Certificates. On the date on which any Bond Certificates are issued, the Register shall be completed by or on behalf of the Issuer by the Registrar. On or promptly following the date of issuance, the Registrar shall procure delivery of the duly executed and authenticated Bond Certificates to the registered Bondholders.

### 8.2 The Bond Certificates

The Bond Certificates will be printed in accordance with applicable legal requirements substantially in the forms set out in Part A of Schedule 1. The Bond Certificates will be endorsed with the Conditions.

### 8.3 Signature

The Bond Certificates will be signed manually by a duly authorised person(s) designated by the Issuer and will be authenticated manually by or on behalf of the Registrar. The Issuer may use the signature of a person(s) who at the date of this Trust Deed is such a duly authorised person even if at the time of issue of any Bond Certificates he is no longer so authorised. Bond Certificates so executed and authenticated will be binding and valid obligations of the Issuer.

### 8.4 Entitlement to treat Registered Holder as owner

The Register shall be prima facie evidence of any matter in relation to the ownership of the Bonds. Each of the Issuer, the Trustee and any Agent may deem and treat the registered holder of a Bond as the absolute owner of such Bond, free of any equity, set-off or



counterclaim on the part of the Issuer against the original or any intermediate Holder of such Bond (whether or not the Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon or any notice of previous loss or theft of the Bond Certificate issued in respect of that Bond) for all purposes and, except as ordered by a court of competent jurisdiction or as required by applicable law, the Issuer, the Trustee and the Agents shall not be affected by any notice to the contrary. All payments made to any such Holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the moneys payable upon the Bonds.

9. **REDEMPTION FEATURES**

Each Bond shall be redeemed in accordance with Condition 8 (*Redemption, Repurchase and Cancellation*).

10. **TRANSFER OF BONDS**

Bonds are transferable subject to the terms and conditions set out in the Bond Documents. Each Bond shall be transferred in accordance with Condition 4 (*Transfer of Bonds*).

11. **RIGHTS DUTIES AND OBLIGATIONS OF THE ISSUER**

11.1 **Covenant to Repay**

The Issuer covenants with the Trustee that it will, as and when the Bonds or any of them become due to be redeemed or any principal on the Bonds or any of them becomes due to be repaid in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee in Bangladesh Taka in Dhaka in immediately available freely transferable funds the principal amount of the Bonds or any of them becoming due for redemption or repayment on that date and shall (subject to the provisions of the Conditions) until all such payments (both before and after judgment or other order) are duly made unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid on the dates provided for in the Conditions interest on the principal amount of the Bonds or any of them outstanding from time to time as set out in the Conditions *provided that*:

11.1.1 every payment of principal or interest in respect of the Bonds or any of them made to or to the account of the Paying Agent in the manner provided in the Agency Agreement shall satisfy, to the extent of such payment, the relevant covenant by the Issuer contained in this Clause except to the extent that there is default in the subsequent payment thereof to the Bondholders in accordance with the Conditions;

11.1.2 if any payment of principal or interest in respect of the Bonds or any of them is made after the due date, payment shall be deemed not to have been made until either the full amount is paid to the Bondholders or, if earlier, the [seventh day] after notice has been given to the Bondholders in accordance with the Conditions that the full amount has been received by the Paying Agent or the Trustee except, in the case of payment to the Paying Agent, to the extent that there is failure in the subsequent payment to the Bondholders under the Conditions; and

11.1.3 in any case where payment of the whole or any part of the principal amount due in respect of any Bond is improperly withheld or refused upon due presentation of a Bond Certificate, interest shall accrue at applicable interest rate for the Bond on the whole or such part of such principal amount from the date of such withholding or refusal until the date either on which such principal amount due is paid to the Bondholders or, if earlier, the seventh day after which notice is given to the Bondholders in accordance with the Conditions that the full amount payable in respect of the said principal amount is available for collection by the Bondholders provided that on further due presentation thereof such payment is in fact made.

The Trustee will hold the benefit of this covenant and the covenants in Clause 11.3 (*Covenant to comply with Trust Deed, Conditions, Schedules, and Agency Agreement*) and Clause 11.4 (*Covenants by the Issuer*) on trust for the Bondholders.

**11.2 Following an Event of Default**

At any time after any Event of Default shall have occurred, the Trustee may:

11.2.1 by notice in writing to the Issuer, the Paying Agent and the other Agents, require the Paying Agent and the other Agents or any of them, until notified by the Trustee to the contrary:

- (a) to act thereafter as agents of the Trustee under the provisions of this Trust Deed on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Agents shall be limited to amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Bonds on the terms of this Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Bond Certificates and all sums, documents and records held by them in respect of Bonds on behalf of the Trustee; and/or
- (b) to deliver up all Bond Certificates and all sums, documents and records held by them in respect of Bonds to the Trustee or as the Trustee shall direct in such notice *provided that* such notice shall be deemed not to apply to any document or record which the relevant Agent is obliged not to release by any law or regulation; and

11.2.2 by notice in writing to the Issuer, require it to make all subsequent payments in respect of Bonds to or to the order of the Trustee and with effect from the issue of any such notice until such notice is withdrawn, sub-clause 11.1.1 of Clause 11.1 (*Covenant to Repay*) and (so far as it concerns payments by the Issuer) Clause 19.2 (*Payment to Bondholders*) shall cease to have effect.

**11.3 Covenant to comply with Trust Deed, conditions, Schedules, agency agreement and applicable law**

11.3.1 The Issuer hereby covenants with the Trustee to comply with, perform and observe all those provisions of this Trust Deed, the Agency Agreement, the Conditions (including, without limitation, Condition 5 (*Covenants*)) and the other Schedules which are expressed to be binding on it and to perform and observe the same. The Bonds are subject to the provisions contained in this Trust Deed, all of which shall be binding upon the Issuer and the Bondholders and all persons claiming through or under them respectively. The Bondholders and all persons claiming under or through them respectively will also be entitled to the benefit of, and will be bound by, this Trust Deed and the other Bond Documents and will be deemed to have notice of all of the provisions of the Bond Documents applicable to them.

11.3.2 The Issuer hereby covenants with the Trustee to comply with, perform and observe all those provisions of the applicable law including but is not limited to The Securities and Exchange Commission (Private Placement of Debt Securities) Rules 2012. The Issuer agrees that Bondholders and all persons claiming under or through them respectively will also be entitled to the benefit of, and will be bound by, the applicable law and will be deemed to have notice of all of the provisions of the applicable law applicable to them.

11.3.3 The Trustee shall itself be entitled to enforce the obligations of the Issuer under the Bonds and the Conditions and the applicable law as if the same were set out and contained in this Trust Deed which shall be read and construed as one document with the Bonds.

**11.4 Covenants by the Issuer**

The Issuer hereby covenants with the Trustee that, so long as any of the Bonds remain outstanding, it will:

**11.4.1 Books of account**

At all times keep and procure that all its Subsidiaries keep such books of account as may be necessary to comply with all applicable laws and so as to enable the financial statements of the Issuer to be prepared and allow, subject to confidentiality obligations under applicable law, the Trustee and any person appointed by it free access to the same at all reasonable times and to discuss the same with responsible officers of the Issuer;

**11.4.2 Event of Default**

Give notice in writing to the Trustee forthwith upon becoming aware of any Event of Default and without waiting for the Trustee to take any further action;

**11.4.3 Corporate Governance**

Comply (and shall ensure that each member of the Group will) in all material respects with the corporate governance guidelines set out by the Bangladesh Bank and the Bangladesh Securities and Exchange Commission.

**11.4.4 Information**

So far as permitted by applicable law, at all times give to the Trustee such information, opinions, certificates and other evidence as it shall require and in such form as it shall require in relation to Issuer for the performance of its obligations under the Bond Documents;

**11.4.5 Execution of further Documents**

So far as permitted by applicable law, at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to the provisions of this Trust Deed;

**11.4.6 Notices to Bondholders**

Send or procure to be sent to the Trustee not less than 5 (five) business days prior to the date of publication, one copy of each notice to be given to the Bondholders in accordance with the Conditions and, upon publication, send to the Trustee two copies of such notice;

**11.4.7 Notification of non-payment**

Notify the Trustee forthwith in the event that it does not, on or before the due date for payment in respect of the Bonds or any of them, pay unconditionally the full amount in the relevant currency of the moneys payable on such due date on all such Bonds;

**11.4.8 Notification of late payment**

In the event of the unconditional payment to the Trustee of any sum due in respect of the Bonds or any of them being made after the due date for payment thereof, forthwith give notice to the Bondholders that such payment has been made;

11.4.9 Notification of redemption or repayment

14 (Fourteen) days prior to the Redemption Dates or purchase in respect of any Bond, give to the Trustee notice in writing of the amount of such redemption or purchase pursuant to the Conditions and duly proceed to redeem or purchase such Bonds accordingly;

11.4.10 Obligations of Agents:

Observe and comply with its obligations and use all reasonable endeavours to procure that the Agents observe and comply with all their obligations under the Agency Agreement; maintain the Register; and notify the Trustee immediately it becomes aware of any material breach of such obligations, or failure by any Agent to comply with such obligations, in relation to the Bonds;

11.4.11 Authorised Signatories

Upon the execution hereof and thereafter forthwith upon any change of the same, deliver to the Trustee a list of the Authorised Signatories of the Issuer, together with certified specimen signatures of the same; and

11.4.12 Payments

Pay moneys payable by it to the Trustee hereunder without set off, counterclaim, deduction or withholding, unless otherwise compelled by law and in the event of any deduction or withholding compelled by law will pay such additional amount as will result in the payment to the Trustee of the amount which would otherwise have been payable by it to the Trustee hereunder.

**12. RIGHTS DUTIES AND OBLIGATIONS OF THE BONDHOLDERS**

12.1 Each Bondholder has the right to demand information from the Issuer as set out in this Trust Deed and the Condition attached in Schedule 1 Part B (*Terms and Conditions of the Bonds*).

12.2 Each Bondholder has the right to received payment of principal amount of the Bond on the Redemption Date as set out in the Condition attached in Schedule 1 Part B (*Terms and Conditions of the Bonds*).

12.3 Each Bondholder has the right to received interest on the Bond on the Interest Payment Date as set out in the Condition attached in Schedule 1 Part B (*Terms and Conditions of the Bonds*).

12.4 Each Bondholder has the right to attend meeting of the Bondholders and vote there in in accordance with Condition 12 (*Meetings of Bondholders, Modification, Waiver and Substitution*).

**13. ACCOUNTS AND AUDIT**

13.1 The Issuer shall at all times keep and procure that all its Subsidiaries keep such books of account as may be necessary to comply with all applicable laws and so as to enable the financial statements of the Issuer to be prepared and allow, subject to confidentiality obligations under applicable law, the Trustee and any person appointed by it free access to the same at all reasonable times and to discuss the same with responsible officers of the Issuer

13.2 The Issuer shall audit its books of account at the end of its financial year through an auditor duly appointed under the applicable law. The Issuer shall provide two copies of the audit report to the Trustee.

14. **DATE OF TERMINATION OF THE TRUST**

The Trust shall continue to exist until all liabilities including the principal, premium (if any) and interest are repaid in full in accordance with the terms and conditions of the Bonds and this Trust Deed.

15. **APPOINTMENT AND RETIREMENT OF TRUSTEE**

15.1 **Appointment of Trustees**

Subject to Clause 15.7 (*BSEC approval required*) below, the power of appointing new trustees of this Trust Deed shall be vested in the Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Bondholders.

15.2 **Attorneys**

The Issuer hereby irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustee by this Trust Deed) and such duties and obligations as shall be conferred on such person or imposed by the instrument of appointment. The Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Trust Deed be treated as costs, charges and expenses incurred by the Trustee.

15.3 **Retirement of Trustees**

Subject to Clause 15.7 (*BSEC approval required*) below, any Trustee for the time being of this Trust Deed may retire at any time upon giving not less than three calendar months' notice in writing to the Issuer without assigning any reason therefor and without being responsible for any costs occasioned by such retirement. The retirement of any Trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such retirement. The Issuer hereby covenants that in the event of the only trustee hereof which is a trust corporation giving notice under this Clause it shall use its best endeavours to procure a new trustee, being a trust corporation, to be appointed and if the Issuer has not procured the appointment of a new trustee within 30 days of the expiry of the Trustee notice referred to in this Clause 11.4, the Trustee shall be entitled to procure forthwith a new trustee.

15.4 **Removal of Trustees**

The BSEC may, on the application of the Bondholders together have the power, exercisable by Extraordinary Resolution, to remove any trustee or trustees for the time being hereof. The removal of any trustee shall not become effective unless a successor trustee is appointed prior to such removal. Such removal of Trustee shall not become effective unless a successor is appointed.

15.5 **Powers additional**

The powers conferred by this Trust Deed upon the Trustee shall be in addition to any powers which may from time to time be vested in it by general law or as the holder of any of the Bonds.

15.6 **Merger**

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Clause, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

15.7 **BSEC approval required**

Notwithstanding anything to the contrary in this Clause 15.7, no trustee hereunder may be appointed or removed, and no trustee hereunder may retire without the prior written approval of the BSEC.

16. **MEETING OF BONDHOLDERS**

Each Bondholder is entitled to participate in the meeting of the Bondholders and vote in accordance with Condition 12 (*Meetings of Bondholders, Modification, Waiver and Substitution*).

17. **AMENDMENTS OF TRUST DEED**

17.1 **Waiver**

The Trustee may, without any consent or sanction of the Bondholders and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Bondholders shall not be materially prejudiced thereby, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any breach or proposed breach of any of the covenants or provisions contained in this Trust Deed or the Bonds or determine that any Event of Default shall not be treated as such for the purposes of this Trust Deed; any such authorisation, waiver or determination shall be binding on the Bondholders and the Trustee shall cause such authorisation, waiver or determination to be notified to the Bondholders as soon as practicable thereafter in accordance with the Condition relating thereto; *provided that* the Trustee shall not exercise any powers conferred upon it by this Clause in contravention of any express direction by an Extraordinary Resolution or of a request in writing made by the holders of not less than  $66\frac{2}{3}$  per cent. in aggregate principal amount of the Bonds then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in Schedule 2 (*Provisions for Meetings of Bondholders*).

17.2 **Modifications**

The Trustee may from time to time and at any time without any consent or sanction of the Bondholders concur with the Issuer in making (a) any modification to this Trust Deed (other than in respect of Reserved Matters as specified and defined in Schedule 2 (*Provisions for Meetings of Bondholders*)) or any provision of this Trust Deed referred to in that specification), or the Bonds which in the opinion of the Trustee it may be proper to make provided the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Bondholders or (b) any modification to this Trust Deed or

the Bonds if in the opinion of the Trustee such modification is of a formal, minor or technical nature or made to correct a manifest error. Upon approval of the BSEC, any such modification shall be binding on the Bondholders and, unless the Trustee otherwise agrees, the Issuer shall cause such modification to be notified to the Bondholders as soon as practicable thereafter in accordance with the Conditions.

18. **ENFORCEMENT**

18.1 **Legal Proceedings**

The Trustee may at any time, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to recover any amounts due in respect of the Bonds which are unpaid or to enforce any of its rights under this Trust Deed or the Conditions but it shall not be bound to take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or a Written Resolution and (b) it shall have been indemnified and/or secured to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith and *provided that* the Trustee shall not be held liable for the consequence of taking any such action and may take such action without having regard to the effect of such action on individual Bondholders. Only the Trustee may enforce the provisions of the Bonds or this Trust Deed and no Bondholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

Notwithstanding whatsoever contained to the contrary herein, in the event of default, the procedure to be undertaken by the Trustee as envisaged herein shall be initiated only after compliance with any relevant procedure described under the Securities & Exchange Commission (Private Placement of Debt Securities) Rules, 2012.

18.2 **Evidence of Default**

If the Trustee (or any Bondholder where entitled under this Trust Deed so to do) makes any claim, institutes any legal proceeding or lodges any proof in a winding-up or insolvency of the Issuer under this Trust Deed or under the Bonds, proof therein that: as regards any specified Bond the Issuer has made default in paying any principal due in respect of such Bond shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Bonds in respect of which a corresponding payment is then due and for the purposes of the above a payment shall be a "**corresponding**" payment notwithstanding that it is due in respect of a Bond of a different denomination from that in respect of the above specified Bond.

19. **PAYMENTS**

19.1 **Application of Moneys**

All moneys received or recovered by the Trustee in respect of the Bonds and any amounts payable under this Trust Deed will be held by the Trustee on trust to apply them:

- 19.1.1 first, in payment or satisfaction of the costs, charges, expenses and Liabilities incurred by, or other amounts owing to, the Trustee in the preparation and execution of the trusts of this Trust Deed (including remuneration of the Trustee) as agreed by the Issuer but not paid by the Issuer;
- 19.1.2 secondly, in payment of any amounts due and owing by the Issuer to any Agent under the Agency Agreement;
- 19.1.3 thirdly, in or towards payment *paripassu* and rateably of all arrears of interest remaining due and unpaid in respect of the Bonds;

19.1.4 fourthly, in or towards payment *paripassu* and rateably of all principal remaining due and unpaid in respect of the Bonds; and

19.1.5 fifthly, the balance (if any) in payment to the Issuer for itself.

If the Trustee holds any moneys which represent principal or interest in respect of Bonds which have become void under the Conditions then, except where a Default or Event of Default has occurred and is continuing, such moneys shall be returned to the Issuer for itself.

**19.2 Payment to Bondholders**

The Trustee shall give notice to the Bondholders of the date fixed for any payment. Subject to Clause 11.2, payment to be made in respect of the Bonds by the Issuer or the Trustee may be made in the manner provided in the Conditions, the Agency Agreement and this Trust Deed and any payment so made shall be a good discharge to the extent of such payment, by the Issuer or the Trustee, as the case may be.

**19.3 Production of Bond Certificates**

Upon any payment under Clause 19.2 (*Payment to Bondholders*) of principal or interest, the Bond Certificate representing the Bond in respect of which such payment is made shall, if the Trustee so requires, be produced to the Trustee or the Paying Agent by or through whom such payment is made and the Trustee shall, in the case of part payment, require the Registrar to make or cause to be made a notation in the Register of the amount and date of payment thereon or, in the case of payment in full, shall cause such Bond Certificate to be surrendered or shall cancel or procure the same to be cancelled and shall certify or procure the certification of such cancellation.

**20. NOTICES**

**20.1 Addresses for notices**

All notices and other communications hereunder shall be made in writing and in English (by letter or fax) and shall be sent as follows:

20.1.1 *Issuer*: If to the Issuer, to it at:

AB Bank Limited  
BCIC Bhaban  
30-31 Dilkusha Commercial Area  
Dhaka – 1000, Bangladesh  
Fax: +880-2-9555098

20.1.2 *Trustee* if to the Trustee, to it at:

IDLC Finance Limited  
Bay's Galleria  
57 Gulshan Avenue  
Dhaka- 1212, Bangladesh  
Fax: +880 (2) 883 4377

**20.2 Effectiveness**

Every notice or other communication sent in accordance with Clause 20.1 shall be effective as follows if sent by letter, it shall be deemed to have been delivered 7 days after the time of despatch and if sent by fax it shall be deemed to have been delivered at the time of despatch *provided that* any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.



Any notice or other communication sent via email to the other party shall be followed up with a fax or a letter, failing which, such notice or other communication shall not be deemed duly delivered.

21. **SEVERABILITY**

In case any provision in or obligation under this Trust Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

23. **COUNTERPARTS**

This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF this Trust Deed has been executed as a deed by the parties hereto and is intended to be and is hereby delivered on the date first before written.

**SCHEDULE 1**

**PART A  
FORM OF BOND CERTIFICATE**

Serial Number: .....

**AB BANK LIMITED**

*(incorporated with limited by shares under  
the laws of Bangladesh)*

**BDT 2,500,000,000 Variable Rate Subordinated Bonds due [●] 2021**

This Bond Certificate is issued in respect of the BDT 2,500,000,000 Variable Rate Unsecured Non-Convertible Subordinate Bonds due 2021 (the "**Bonds**") of AB Bank Limited (the "**Issuer**"). The Bonds are constituted by, are subject to, and have the benefit of, a trust deed (as may be amended or supplemented from time to time, the "**Trust Deed**") dated \_\_\_\_\_ between the Issuer and **IDLC Finance Limited** as trustee (the "**Trustee**", which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed) and are the subject of an agency agreement (as amended or supplemented from time to time, the "**Agency Agreement**") dated [●] 2014 and made between the Issuer, AB Investment Limited as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Bonds), AB Investment Limited as paying agent and transfer agent and the Trustee.

Any reference herein to the "**Conditions**" is to the terms and conditions of the Bonds endorsed hereon and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

THE BONDS ARE NOT A DEPOSIT AND ARE NOT INSURED BY THE DEPOSIT INSURANCE SCHEME ESTABLISHED UNDER THE DEPOSIT INSURANCE ORDINANCE 1984. THIS OBLIGATION IS SUBORDINATED TO CLAIMS OR DEPOSITORS AND OTHER CREDITORS, IS UNSECURED, AND IS INELIGIBLE AS COLLATERAL FOR A LOAN BY THE ISSUER. DETAIL OF SUCH OBLIGATION ARE SET OUT IN THE CONDITION.

This is to certify that:

.....  
of .....  
.....

is the person registered in the register maintained by the Registrar in relation to the Bonds (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

BDT.....  
(..... BANGLADESH TAKA)

in aggregate principal amount of the Bonds.

The Issuer, for value received, hereby promises to pay such principal sum to the Holder on [●] 2021 or on such earlier date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrears on the dates and at the rate specified in the

Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Bond Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Bond Certificate.

This Bond Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of the Registrar.

This Bond Certificate is governed by and shall be construed in accordance with Bangladesh law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

**AB BANK LIMITED**

By: .....  
[*manual signature*]  
(*duly authorised*)

**ISSUED** as of [●] 2014

**AUTHENTICATED** for and on behalf of

**AB INVESTMENT LIMITED**

as Registrar

By: .....  
[*manual signature*]  
(*duly authorised*)

**SCHEDULE OF TRANSFER OF BONDS**  
*(to be printed to the reverse of each Bond Certificate)*

**Date of Transfer:**

| <b>Transferor</b>            | <b>Transferee</b>            | <b>Registrar's Endorsement</b> |
|------------------------------|------------------------------|--------------------------------|
| <i>Name:</i>                 | <i>Name:</i>                 |                                |
| <i>Address:</i>              | <i>Address:</i>              |                                |
| <i>Authorised Signature:</i> | <i>Authorised Signature:</i> | <i>Authorised Signature:</i>   |
| _____                        | _____                        | _____                          |

**Date of Transfer:**

| <b>Transferor</b>            | <b>Transferee</b>            | <b>Registrar's Endorsement</b> |
|------------------------------|------------------------------|--------------------------------|
| <i>Name:</i>                 | <i>Name:</i>                 |                                |
| <i>Address:</i>              | <i>Address:</i>              |                                |
| <i>Authorised Signature:</i> | <i>Authorised Signature:</i> | <i>Authorised Signature:</i>   |
| _____                        | _____                        | _____                          |

**Date of Transfer:**

| <b>Transferor</b>            | <b>Transferee</b>            | <b>Registrar's Endorsement</b> |
|------------------------------|------------------------------|--------------------------------|
| <i>Name:</i>                 | <i>Name:</i>                 |                                |
| <i>Address:</i>              | <i>Address:</i>              |                                |
| <i>Authorised Signature:</i> | <i>Authorised Signature:</i> | <i>Authorised Signature:</i>   |
| _____                        | _____                        | _____                          |

**Date of Transfer:**

| <b>Transferor</b>            | <b>Transferee</b>            | <b>Registrar's Endorsement</b> |
|------------------------------|------------------------------|--------------------------------|
| <i>Name:</i>                 | <i>Name:</i>                 |                                |
| <i>Address:</i>              | <i>Address:</i>              |                                |
| <i>Authorised Signature:</i> | <i>Authorised Signature:</i> | <i>Authorised Signature:</i>   |
| _____                        | _____                        | _____                          |



*[Attached to each Bond Certificate:]*

*[Terms and Conditions as set out in the Part B of Schedule 1]*

*[At the foot of the Terms and Conditions:]*

**REGISTRAR, PAYING AGENT AND TRANSFER AGENT**

**AB INVESTMENT LIMITED**

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

**PART B**  
**TERMS AND CONDITIONS OF THE BONDS**

THIS OBLIGATION IS NOT A DEPOSIT AND IS NOT INSURED BY ANY DEPOSIT INSURANCE SCHEME. THIS OBLIGATION IS SUBORDINATED TO CLAIMS OF DEPOSITORS AND OTHER CREDITORS, IS UNSECURED, AND IS INELIGIBLE AS COLLATERAL FOR A LOAN BY AB BANK LIMITED.

*The following, subject to amendment and save for the paragraphs in italics, are the Terms and Conditions of the Bonds:*

The issue of the BDT 2,500,000,000 aggregate principal amount of Subordinated Bonds due 2021 (the "**Bonds**") of AB Bank Limited (the "**Issuer**") was authorised by the Board of Directors of the Issuer on 12 March 2014 and the shareholders of the Issuer on 21 April 2014. The Bonds are constituted by the trust deed ((as amended or supplemented from time to time) the "**Trust Deed**") to be dated on or about 24 April 2014 made between the Issuer and IDLC FINANCE LIMITED as trustee for the holders of the Bonds (the "**Trustee**", which term shall, where the context so permits, include all other persons or companies for the time being acting as trustee or trustees under the Trust Deed) and are subject to the agency agreement to be dated on or about [●] 2014 (as amended and/or supplemented from time to time, the "**Agency Agreement**") between the Trustee, **AB INVESTMENT LIMITED**, as paying agent (together with its successors, the "**Paying Agent**"), **AB INVESTMENT LIMITED** as registrar (together with its successors, the "**Registrar**") and **AB INVESTMENT LIMITED** as transfer agent (together with its successors, the "**Transfer Agent**" and, together with the Registrar and the Paying Agent, the "**Agents**") relating to the Bonds. The statements in these terms and conditions of the Bonds (these "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed. Unless otherwise defined in these Conditions, terms used in these Conditions have the meaning specified in the Trust Deed. Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours at the principal office for the time being of the Trustee (presently at Bay's Galleria, 57 Gulshan Avenue, Dhaka – 1212, Bangladesh) and at the registered office of the Trustee. The Bondholders are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

**1. Certain Definitions**

"**Additional Tax Amounts**" has the meaning given in Condition 9 (*Taxation*).

"**Affiliate**" means, in relation to any Person, a Subsidiary of that Person or a Holding Company of that Person or any other Subsidiary of any Holding Company of that Person.

"**Applicable Interest Rate**" for any Interest Period is the Interest Margin and the Reference Rate on the relevant Quotation Day for such Interest Period. However, Applicable Interest Rate for any Interest Period shall be within the Interest Range.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bangladesh Bank**" means the central bank in Bangladesh under the Bangladesh Bank Order 1972 (President's Order No. 127 of 1972).

"**Bangladesh Bank Rating Grade**" means rating grade of Bangladesh Bank mapping with the rating of external credit rating agencies.

"**BAS**" means the generally accepted accounting principles in Bangladesh (Bangladesh Accounting Standards) which are in effect from time to time.

"**Basel Capital Accord**" means the Report on International Convergence of Capital Measurement and Capital Standards dated July 1988 of the Basel Committee on Banking

Regulations and Supervisory Practices, as may be amended, modified, supplemented or replaced from time to time, together with the pronouncements of the Basel Committee on Banking Supervision thereon from time to time.

"**BB Approval**" means the approval from the Bangladesh Bank issued on [●] 2014.

"**BDT**" and "**Bangladesh Taka**" denote the lawful currency for the time being of Bangladesh.

"**Bond Documents**" means the Bonds (including, without limitation, the Conditions), the Bond Certificates, the Trust Deed and the Agency Agreement (each a "**Bond Document**").

"**Bondholders**" has the meaning given in Condition 3(B) (*Title*).

"**Business Day**" means a day other than a Friday or Saturday on which commercial banks are open for business in Dhaka, Bangladesh.

"**Capital Adequacy Ratio**" means the ratio of Total Capital to Weighted Risk Assets.

"**Closed Period**" has the meaning given in Condition 4(E) (*Closed Periods*).

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 3 (*Form of Compliance Certificate*) of the Trust Deed.

"**Core Labour Standards**" means the requirements as applicable to the Issuer under the laws of Bangladesh on child and forced labour, discrimination and freedom of association and collective bargaining.

"**Cost to Income Ratio**" means, for any Relevant Period, the ratio of Operational Cost to Operational Income.

"**CRAB**" means the Credit Rating Agency of Bangladesh.

"**CRISL**" means Credit Rating Information and Services Limited

"**Credit Rating Agency**" means CRAB, CRISL or any other reputable credit rating agency in Bangladesh acceptable to the Issuer and the Trustee.

"**Default Interest Rate**" means the aggregate of the Applicable Interest Rate for the Interest Period immediately preceding the date of the occurrence of an Event of Default and 2 percent.

"**Deposit Insurance Scheme**" means the scheme under the Deposit Insurance Trust Fund.

"**Deposit Insurance Trust Fund**" means trust fund established, preserved and maintained by the Bangladesh Bank under the Bank Insurance Deposit Act 2000 (Act No. 18 of 2000).

"**Environmental Law**" means any applicable law in Bangladesh which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants.

"**Environmental Permits**" means any permit, licence, consent, approval or other authorisation and/or the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

- (a) moneys borrowed;



- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with BAS, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any amount raised by the issue of redeemable shares;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

**"Group"** means the Issuer and its Subsidiaries from time to time.

**"guarantee"** means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Financial Indebtedness of any Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

- (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or
- (b) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term "guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning. The term "guarantor" shall mean any Person guaranteeing any obligation.

**"Holder"** has the meaning given in Condition 4(B) (*Transfer*).

**"Holding Company"** means, in relation to a company, corporation or entity, any other company, corporation or entity in respect of which it is a Subsidiary.

**"Interest Costs"** means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment penalties or premiums and other finance payments in respect of money borrowed by the Issuer whether paid, payable or capitalised by the Issuer in respect of that Relevant Period.

**"Interest Margin"** is 3 per cent per annum.

**"Interest Payment Date"** means the date interest payable by the Issuer on the Bond to the Bondholders. First Interest Payment Date shall commence on the Issue Date and ending on last Business Day of the sixth month and thereafter shall occur after every six months. However, last Interest Payment Date shall be the Maturity Date.

**"Interest Period"** means each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

**"Interest Rate"** for any Interest Period means the aggregate of the Interest Margin and the Reference Rate on the relevant Quotation Day for such Interest Period. However, Interest Rate shall be within the Interest Range.

**"Interest Range"** means 11% to 13% per annum at all times.

**"Issue Date"** has the meaning given in Condition 6 (*Interest*).

**"Loan Loss Reserve"** means, at any time, the total reserve established to cover potential losses from outstanding Loans at such time.

**"Loans"** means any loans, credit facilities or any other transaction having the commercial effect of a lending.

**"Market Disruption Event"** means at or about noon on the Quotation Day for the relevant Interest Period the Reference Rate is not available.

**"Material Adverse Effect"** means a material adverse effect on the business, conditions (financial or otherwise), operations, performance, assets or prospects of (i) the Issuer or the Group (taken as a whole) or (ii) the ability of the Issuer to perform its obligations under the Bond Documents; or the legality, validity or enforceability of any or all of the Bond Documents or any or all of the rights or remedies of any of the Trustee or the Bondholders under any or all of the Bond Documents.

**"Maturity Date"** means [●] 2021.

**"Non-performing Loans"** means the aggregate of all loans and other credit facilities provided by the Borrower where one or more repayment instalments are overdue by the number of days as stipulated by Bangladesh Bank from time to time and loans that are restructured more than three times and as changed by Bangladesh Bank from time to time.

**"Open Loan Exposure Ratio"** means, at any time, the quotient derived from the division of (a) Non-performing Loans less the aggregate of (i) the Loan Loss Reserve and (ii) the amount of the cash collateral granted in favour of the Issuer in respect of outstanding Non-performing Loans by (b) the Total Capital at such time.

**"Operational Cost"** means, for any Relevant Period, the aggregate amount of personnel costs, administrative costs, overhead costs and any amount attributable to the depreciation of tangible assets and amortisation of intangible assets but excluding any provisions.

**"Operational Income"** means, for any Relevant Period, the aggregate of interest income and other operational income less Interest Costs.

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint - stock company, trust, unincorporated organisation, government or any agency or political subdivision thereof or any other entity.

**"record date"** means the date on which the Issuer has notified its shareholders as required under the Companies Act of Bangladesh 1994 (Act no. 18 of 1994) as the record date or other due date for the establishment of any entitlement to receive any dividend or other distribution declared, paid or made, or any rights granted, in respect of its Shares.

“**Quotation Day**” for any Interest Period, means 5 business days before the first day of such Interest Period.

“**Redemption Date**” has the meaning specified in Condition 8 (B) (*Scheduled Redemption*).

“**Redemption Instalments**” has the meaning specified in Condition 8 (B) (*Scheduled Redemption*).

"**Reference Rate**" for any Interest Period means the latest available interest rate for the 5 years Bangladesh Government Treasury Bond as published on Bangladesh Bank web site (<http://www.bangladesh-bank.org/>) or other publication sources on the Quotation Day.

"**Register**" has the meaning given in Condition 3(A) (*Form and Denomination*).

"**BSEC**" means the Bangladesh Securities & Exchange Commission of Bangladesh.

"**Security Interest**" means:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person;
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

"**Shares**" means the fully paid up shares of the Issuer.

"**Social Law**" means any law, rule or regulation (including international treaty obligations) applicable in Bangladesh concerning (i) labour, (ii) social security, (iii) the regulation of industrial relations (between government, employers and employees), (iv) the protection of occupational as well as public health and safety, (v) the regulation of public participation, (vi) the protection and regulation of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, (vii) the protection and empowerment of indigenous peoples or ethnic groups, (viii) the protection, restoration and promotion of cultural heritage, (ix) all other laws, rules and regulations providing for the protection of employees and citizens.

"**Subscription Agreement**" means each subscription agreement dated on or about [●] entered into between the Issuer and holders of the Bonds.

"**Subsidiary**" means, in relation to any company, corporation or entity, a company, corporation or entity:

- (a) which is controlled, directly or indirectly, by the first-mentioned company, corporation or entity;
- (b) more than half of the issued share capital of or equity interest in which is beneficially owned, directly or indirectly, by the first-mentioned company, corporation or entity; or
- (c) which is a Subsidiary of another Subsidiary of the first-mentioned company, corporation or entity,

and for this purpose, a company, corporation or entity shall be treated as being controlled by another if that other company, corporation or entity is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**"Tier 1 Capital"** means the core capital of the Issuer as construed under the Basel Capital Accord and as implemented under the laws of Bangladesh and currently consisting of the aggregate of the paid-in share capital, disclosed reserves (which are made up of capital surplus and retained earnings) and, certain innovative instruments after deducting from that aggregate, intangible assets and equity investments in unconsolidated banking and financial institutions.

**"Tier 2 Capital"** means the supplemental capital of the Issuer as construed under the Basel Capital Accord and as implemented under the laws of Bangladesh.

**"Total Capital"** means, at any time, the total capital of the Issuer as calculated under the Basel Capital Accord and as at the Issue Date, comprises the aggregate of Tier 1 Capital and Tier 2 Capital.

**"Weighted Risk Assets"** means, at any time, all assets of the Issuer (including off-balance sheet assets) weighted for credit risk in accordance with the provisions of the Basel Capital Accord.

## **2. Status**

The Bonds shall constitute direct, subordinated, unconditional and (subject to Condition 5 (*Covenants*)) unsecured obligations of the Issuer and shall at all times rank *paripassu* and without any preference or priority among themselves. The payment obligations of the Issuer in respect of the Bonds (whether on account of principal, interest or otherwise) will be subordinated to all unsubordinated payment obligations of the Issuer in the manner described below but will rank *paripassu* with all other subordinated payment obligations of the Issuer which do not rank or are not expressed by their terms to rank junior to the payment obligations of the Issuer under the Bonds and in priority to all claims of shareholders of the Issuer.

The indebtedness of the Issuer, including the principal and premium, if any, and interest shall be subordinate and junior in right of payment to its obligations to its depositors, its obligations under bankers' acceptances and letters of credit, and its obligations to its other creditors, including its obligations to the Bangladesh Bank, Deposit Insurance Trust Fund (DITF). In the event of any insolvency, receivership, conservatorship, reorganization, readjustment of debt or similar proceedings or any liquidation or winding up of or relating to the Issuer, whether voluntary or involuntary, all such obligations shall be entitled to be paid in full before any payment shall be made on account of the principal of, or premium, if any, or interest, on the note. In the event of any such proceedings, after payment in full of all sums owing on such prior obligations, the Bondholder together with any obligations of the Issuer ranking on a parity with the Bond, shall be entitled to be paid from the remaining assets of the bank the unpaid principal thereof and any unpaid premium, if any, and interest before any payment or other distribution, whether in cash, property, or otherwise, shall be made on account of any capital stock or any obligations of the Issuer ranking junior to the Bonds. Nothing herein shall impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on the Bond according to its terms

The Bonds are not a deposit and are not insured by the Deposit Insurance Scheme established under the Deposit Insurance Ordinance 1984. The Bonds are ineligible for as collateral for a loan or credit facility by the Issuer.

Each Bondholder unconditionally and irrevocably waives any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Bond. No collateral is or will be given for the payment

obligations under the Bonds and any collateral that may have been or may in the future be given in connection with other indebtedness of the Issuer shall not secure the payment obligations under the Bonds.

Sponsor shareholders of the Issuer or their Affiliate are ineligible for subscription or purchase of Bonds.

### 3. Form, Denomination and Title

#### (A) Form and Denomination

The Bonds, (each, a “series”) are issued in registered form in a minimum denomination of [BDT 10,000,000] and integral multiples thereof. A bond certificate (each a “**Bond Certificate**”) will be issued to each Bondholder in respect of its registered holding of each series of Bonds. Each Bond and each Bond Certificate will be numbered serially with an identifying number which will be recorded on the relevant Bond Certificate and in the register of Bondholders (the “**Register**”), which will be kept by Registrar on behalf of the Issuer.

#### (B) Title

Title to the Bonds passes only by transfer and registration in the Register. A registered Bondholder shall (except as otherwise required by law) be treated as the absolute owner of such Bond for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Bond Certificate relating thereto (other than the endorsed Instrument of Transfer) or any notice of any previous loss or theft of such Bond Certificate) and no person shall be liable for so treating such Bondholder. In these Terms and Conditions “**Bondholder**” and (in relation to a Bond) “**holder**” means the person in whose name a Bond is registered in the Register as owner of the Bond. In the event of any inconsistency between the Register, the record of the holders in the Register shall prevail.

### 4. Transfers of Bonds

#### (A) Register

The Issuer will maintain an authoritative Register and will procure that the Registrar will maintain the Duplicate Register in respect of the Bonds, in accordance with the provisions of the Agency Agreement. In these Conditions, the “**Holder**” of a Bond means the person in whose name such Bond is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and “**Bondholder**” shall be construed accordingly. The Register shall be *prima facie* evidence of any matter in relation to the rights under the Bonds. Bondholders and the Trustee shall be entitled to inspect the Register and take copies therefrom upon payment of fees as may be prescribed by the Issuer from time to time.

#### (B) Transfer

Subject to Conditions 4(E) (*Closed Periods*) and 4(F) (*Regulations concerning transfers and registration*), a Bond may be transferred to another Person in Bangladesh (a “**Transferee**”) upon surrender of the Bond Certificate issued in respect of that Bond, together with a duly completed and executed instrument of transfer (in the form attached to the Bond Certificate, a “**Instrument of Transfer**”) by the registered holder of the Bond, as transferor (the “**Transferor**”) or the proposed Transferee. A valid Instrument of Transfer shall be duly stamped, completed and executed by both the Transferor and the Transferee. If the Transferor or the Transferee is a body corporate, such Instrument of Transfer shall be executed by the authorised persons of the Transferor or the Transferee, as the case may be.

Upon receipt of the Bond Certificate issued in respect of the Bond to be transferred along with the duly completed and executed Instrument of Transfer at the Specified Office of the Transfer Agent, together with such evidence as such Transfer Agent may reasonably require to prove (i) the title of the Transferor and (ii) the signature and authority of each of the individuals who have executed the Instrument of Transfer on behalf of the Transferor and the Transferee. Upon receipt of the Bond Certificate, the Instrument of Transfer and the other supporting documents named above, the Transfer Agent, as the duly authorized delegate of the Issuer's Board of Directors, shall approve and certify the transfer on behalf of the Board of Directors of the Issuer. If the Transfer Agent refuses to register the transfer of any Bond it shall immediately provide notice of such refusal to the Issuer. If the Issuer does not agree with the Transfer Agent's refusal to approve and certify such transfer, it shall within 3 (three) Business Days of receipt of such notice from the Transfer Agent, direct the Transfer Agent to approve and certify the transfer as requested in the relevant Instrument of Transfer. If the Issuer agrees with Transfer Agent that the requested transfer should be refused, the Issuer shall, within 30 (thirty) days from the date on which the relevant Instrument of Transfer was lodged with the Transfer Agent, send or cause to be sent notice of such refusal to both the Transferor and the Transferee. Where it is proved to the satisfaction of the Issuer that a duly completed and executed Instrument of Transfer has been lost, the Issuer may, in its discretion, on application in writing made by the Transferee and bearing such stamp as is required by an Instrument of Transfer, register such transfer on such terms as to indemnity as the Issuer may think fit. Where not all the Bonds represented by the surrendered Bond Certificate are the subject of the transfer, a new Bond Certificate in respect of the balance of the Bonds will be issued to the transferor.

**(C) Registration and delivery of Bond Certificates**

Within 5 (five) Business Days of the approval of a transfer of Bonds by the Transfer Agent or the Issuer in accordance with Condition 4(B) (*Transfers*), the Registrar shall (a) register the transfer in question in the Duplicate Register and procure the registration of such transfer in the Register; (b) make any necessary endorsements on the reverse of a Bond Certificate transferred in whole but not in part and (c) deliver a new Bond Certificate (or, in case of a transfer of Bonds in whole but not in part, the existing Bond Certificate, in each case in respect of which entries have been made in the Duplicate Register and the Register, of a like principal amount to the Bonds transferred to each relevant Bondholder (i) at its Specified Office or (ii) (at the request and risk of any such Bondholder) by uninsured first class mail to the address specified for the purpose by such relevant Bondholder.

**(D) Formalities Free of Charge**

The transfer of a Bond will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent but against such indemnity as the Registrar or such Transfer Agent may require in respect of any tax or other duty or governmental charges of whatsoever nature which may be levied or imposed in connection with such transfer.

**(E) Closed Periods**

Bondholders may not require transfers to be registered:

- (i) within 15 (fifteen) Business Days of the due date for any payment of principal or interest in respect of the Bonds, save in the case of a payment which falls due as a result of an Event of Default; or
- (ii) in the case of a payment of principal or interest as a result of an Event of Default, during the period from the later of (i) 15 (fifteen) Business Days prior to the due

date of such payment and (ii) the date on which the Trustee provides a notice pursuant to Condition 10 (*Events of Default*) to and including the due date for such payment of principal or interest; or

(iii) on the due date for any payment of principal or interest in respect of such Bond.

**(F) *Regulations concerning transfers and registration***

All transfers of Bonds and entries in the Register are subject to the detailed regulations concerning the transfer of Bonds scheduled to the Agency Agreement. The regulations may only be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current regulations will be mailed by the Registrar to any Bondholder who requests in writing a copy of such regulations.

**5. Covenants**

As long as any of the Bonds remains outstanding (and, for the avoidance of doubt, a Bond is outstanding as long as it has not been redeemed in full notwithstanding that it has become due) or any amount is outstanding to the Trustee or any Bondholder under any Bond Document, the Issuer undertakes to each of the Trustee and the Bondholders that it shall comply with the provisions of this Condition 5.

**(A) *Financial Covenants***

The Issuer shall ensure at all times that in respect of each Relevant Period ending on or after the Issue Date:

- (a) the Capital Adequacy Ratio shall be greater than 10 per cent.;
- (b) the Cost to Income Ratio shall be less than 75 per cent.; and
- (c) the Open Loan Exposure Ratio shall be less than 30 per cent.

**(B) *Negative Pledge***

- (i) The Issuer shall not (and the Issuer shall ensure that no other member of the Group shall) without the prior approval of the Bondholders create or permit to subsist any Security Interest over any of its assets.
- (ii) Condition 5(A)(i) above does not apply to any Security Interest arising in the ordinary course of business.

**(C) *Disposals***

- (i) The Issuer shall not (and the Issuer shall ensure that no other member of the Group shall) without the prior approval of the Bondholders, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (ii) Condition 5(C)(i) above does not apply to any sale, lease, transfer or other disposal made in the ordinary course of business of the disposing entity.

**(D) *Financial Indebtedness***

- (i) The Issuer shall not (and the Issuer shall ensure that no other member of the Group shall) incur, create or permit to subsist or have outstanding any Financial Indebtedness or enter into any agreement or arrangement whereby it is entitled to incur, create or permit to subsist any Financial Indebtedness.

- (ii) Condition 5(D)(i) above does not apply to any Financial Indebtedness:
  - (a) incurred in the ordinary course of business; and/or
  - (b) arising under the Bonds Documents.

**(E) *Change of Business***

The Issuer shall procure that no substantial change is made to the general nature of the business of the Issuer or the Group from that carried on at the Issue Date.

**(F) *Arms' length transactions***

The Issuer shall not (and the Issuer shall ensure that no member of the Group shall) enter into any transaction, agreement or arrangement with any of its Affiliates other than on arm's length basis.

**(G) *General Undertakings***

- (i) Authorisations

The Issuer shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply to the Trustee certified copies of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Bond Documents to which it is a party (or any of them) and/or to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Bond Document to which it is a party.

- (ii) Compliance with laws

The Issuer shall, and the Issuer shall ensure that each member of the Group shall, comply in all respects with all laws to which it is subject (including, without limitation, the requirements and guidelines of the Bangladesh Bank with respect to capital adequacy). Insurance

The Issuer shall (and the Issuer shall ensure that each other member of the Group shall) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.

- (iii) Corporate Governance

- (1) The Issuer shall (and the Issuer shall ensure that each member of the Group shall) in all material respects with the corporate governance guidelines set out by the Bangladesh Bank and the Securities and Exchange Commission.

- (iv) Taxation and claims

The Issuer shall (and the Issuer shall ensure that each other member of the Group shall) duly and punctually pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties, save to the extent that



(1) payment is being contested in good faith, (2) adequate reserves are being maintained for those Taxes and (3) payment can be lawfully withheld.

(v) Environmental Compliance

The Issuer shall (and the Issuer shall ensure that each other member of the Group shall) comply in all material respects with all existing Environmental Law and obtain and maintain any Environmental Permits.

(vi) Social Law Compliance

The Issuer shall (and the Issuer shall ensure that each other member of the Group shall) comply in all material respects with all existing Social Law. Furthermore, the Issuer shall use its best efforts to act in accordance with the stricter of the Core Labour Standards and the Social Law.

(vii) Maintenance of and access to books and records and inspection

(1) The Issuer shall, and the Issuer shall procure that each other member of the Group shall, maintain books and records (with respect to itself and its business) in good order.

(2) The Issuer shall ensure that the officers of each member of the Group shall, upon reasonable notice, be available to discuss in good faith the affairs of such member of the Group with the Trustee and/or its representatives, agents and/or advisers.

**(H) *Undertakings to Comply with Bangladesh Bank Authorisation & Bangladesh Securities & Exchange Commission***

It will at all times comply with the terms of the BB Approval and the provisions of the Guidelines on Subordinated Debt issued by the Bangladesh Bank and the Guidelines on Risk Based Capital Adequacy (Revised Regulatory Framework in line with Basel-II) (including maintaining any required Bangladesh Bank rating and/or rating grade of the Bonds and/or the Issuer) and also will issue/Debt/Instrument rating and Issuer entity rating at least “3”.

It will at all times comply with the terms of the Bangladesh Securities & Exchange Commission (BSEC) approval and all relevant BSEC rules, regulations and guidelines.

**(I) *Information Comply with Bangladesh Bank Authorisation, Investment Grade and Providing Information***

It shall supply to the Bondholders the statements and documents, except those published in the website of the issuer as per local regulations, as follows on requisition by the bondholders (with a copy to the Trustee) if it does not contradict with the laws of land and policy of the issuer:

(a) all documents dispatched by the Issuer to its shareholders and/or creditors (or any class of them);

(b) not earlier than 30 days after the end of each calendar quarter, the unaudited consolidated quarterly management accounts of the Issuer;

- (c) not earlier than 60 days after the end of each calendar year, the unaudited consolidated annual management accounts of the Issuer; and
- (d) within 90 days after the end of each financial year, the audited consolidated annual accounts of the Issuer (together with a written confirmation from the auditors as to due compliance (or, if such is not the case, giving details of the circumstances of such non-compliance) by the Issuer of the financial covenants described in Condition 5(A) in respect of such financial year);

**(J) Compliance Certificate**

The Issuer shall provide to the Trustee (a) within 10 Business Days of any request by the Trustee and (b) at the time of the despatch to the Bondholders of its accounts pursuant to Condition 5(I) (d), the Compliance Certificate, signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer certifying that up to a specified date not earlier than seven days prior to the date of such certificate (the "**Certified Date**") the Issuer has complied with its obligations under the Bonds and the Trust Deed (or, if such is not the case, giving details of the circumstances of such non compliance) and that as at such date there did not exist nor had there existed at any time prior thereto since the Certified Date in respect of the previous such certificate (or, in the case of the first such certificate, since the Issue Date) any Event of Default or other matter which would affect the Issuer's ability to perform its obligations under the Bonds and the Trust Deed or (if such is not the case) specifying the same.

**6. Interest**

**(A) Calculation of Interest**

- (i) The Bonds bear interest from the Issue Date at the Applicable Interest Rate on the principal amount of the Bonds. Interest is payable in arrear on each "Interest Payment Date". The Trustee shall notify the Bondholders in accordance with Condition 13 (*Notices*) not less than 5 business days after the commencement of each Interest Period of the Applicable Interest Rate for such Interest Period. Interest will be paid on actual number of days divided by 365.
- (ii) Each Bond will cease to bear interest from the due date for redemption thereof unless payment of the full amount due in accordance with Condition 8(*Redemption Purchase and Cancellation*) is improperly withheld or refused or default is otherwise made in respect of any such payment. In such event, interest will continue to accrue at the Default Interest Rate specified in Condition 7 (G) (*Default Interest Rate and Delay In Payment*) hereto above the rate aforesaid (after as well as before any judgment) up to but excluding the date on which all sums due in respect of any Bond are received by or on behalf of the relevant holder.
- (iii) If interest is required to be paid in respect of a Bond on any date other than an Interest Payment Date, it shall be calculated by applying the Interest Rate to the outstanding principal amount of such Bond, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest taka (half a taka being rounded upwards), where "**Day Count Fraction**" means, in respect of any period for which interest is to be calculated, the actual number of days in the relevant period divided by 365.

**(B) Rounding**

All amounts resulting from any calculations referred to in this Condition 6 (*Interest*) and Condition 7 (*Payments*) will be rounded upwards to the nearest unit (if 0.5 of a unit or higher) and downwards to the nearest unit (if less than 0.5 of a unit) of BDT.

(C) ***Market Disruption Event***

If a Market Disruption Event occurs in relation to a Bond for any Interest Period, then the Reference Rate will be determined by the Trustee based on the 5-Year Government T-Bond Rate with immediate previous cut off rate. If such rate is unavailable then the Issuer shall negotiate in good faith with the Trustee in order to arrive at a mutual agreement upon the Applicable Interest Rate. However, if the Issuer and Trustee is unable to arrive at an agreed rate within 7 (seven) Business Days of negotiation the Reference Rate of the previous Interest Period shall be applicable as Reference Rate for the said Interest Period.

**7. Payments**

(A) ***Principal***

Payment of principal, premium (if any) and interest will be made by transfer to the registered account of the Bondholder or by a BDT cheque drawn on a bank that processes payments in BDT mailed to the registered address of the Bondholder if it does not have a registered account. Payments of principal and premium (if any) and payments of interest due otherwise than on an Interest Payment Date will only be made against surrender of the relevant Bond Certificate at the Specified Office of the Paying Agent. Interest on Bonds due on an Interest Payment Date will be paid to the holder shown on the Register at the close of business on the Record Date. For the purposes of this Condition, a Bondholder's "**registered account**" means the BDT account maintained by or on behalf of it with a bank that processes payments in BDT, details of which appear on the Register at the close of business, in the case of principal and premium (if any) and interest due otherwise than on an Interest Payment Date, on the second Business Day before the due date for payment and, in the case of interest due on an Interest Payment Date, on the relevant Record Date, and a Bondholder's "**registered address**" means its address appearing on the Register at that time.

(B) ***Interest***

Payments of interest shall be made by the payment of clear funds and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Bond Certificates at the Specified Office of the Paying Agent.

(C) ***Payments subject to applicable laws***

All payments in respect of the Bonds are subject in all cases to any applicable laws and regulations of Bangladesh, but without prejudice to the provisions of Condition 10 (*Events of Default*). No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(D) ***Payments on Business Days***

Payments will be made by the Paying Agent (a) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Bond Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of the Paying

Agent and (b) (in the case of payments of interest payable other than on redemption) on the due date for payment. A holder of a Bond shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a Business Day.

**(E) *Partial payments***

If the Paying Agent makes a partial payment in respect of any Bond, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Bond Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Bond Certificate.

**(F) *Record date***

Each payment in respect of a Bond will be made to the person shown as the holder in the Register at the close of business on the day that is ten Business Days before the due date for such payment (the "**Record Date**").

**(G) *Default Interest Rate and Delay In Payment***

If the Issuer fails to pay any sum in respect of the Bonds within 30 days when the same becomes due and payable, Issuer shall pay Default Interest Rate for the default period.

**8. Redemption, Purchase and Cancellation**

**(A) *Redemption***

On any scheduled or early redemption of the Bonds (in whole or in part) pursuant to Condition 8(B) (*Schedule Redemption*) to Condition 8 (C) (*Redemption at the option of the Issuer*), the Issuer shall:

- (a) accept for payment on a pro rata basis of Bonds or portions thereof that are being redeemed in accordance with that Condition; and
- (b) deposit with the Paying Agent money sufficient to redeem all the Bonds or portions thereof so accepted together with any interest thereon.

**(B) *Scheduled redemption***

Unless previously redeemed, or purchased and cancelled as specified in this Condition 8, each Bond shall be redeemed in the amount of each Redemption Instalment as specified below on the following Redemption Dates on a pro rata basis:

| <u>Redemption Instalment</u>                                  | <u>Redemption Date</u> |
|---|------------------------|
| 20 per cent. of the outstanding principal amount of the Bonds | _____2017              |
| 20 per cent. of the outstanding principal amount of the Bonds | _____2018              |
| 20 per cent. of the outstanding principal amount of the Bonds | _____2019              |
| 20 per cent. of the outstanding principal amount of the Bonds | _____2020              |

all of the remaining Outstanding Principal Amount of the Maturity Date  
Bonds

The Redemption Instalment stated above cannot be changed or amended without prior approval of the Bangladesh Bank and consent of the Issuer.

**9. Taxation**

All payments made by the Issuer under or in respect of the Bonds and the Trust Deed will be in accordance with the applicable laws of Bangladesh.

**10. Events of Default**

**(A) Events of Default**

The Trustee at its sole discretion may, and if so requested in writing by the holders of not less than 66<sup>2/3</sup> percent in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject to being indemnified and/or secured by the holders to its satisfaction), give notice to the Issuer that the Bonds are, and they shall accordingly thereby become, immediately due and repayable at their principal amount and any accrued interest (due and unpaid) if:

- (i) *Non-Payment*: a default is made in the payment of any principal or in the payment of any interest due remain unpaid for thirty days from the due date in respect of the Bonds;
- (ii) *Breach of Other Obligations*: the Issuer does not perform or comply with one or more of its other obligations in the Bonds or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 90 days after written notice of such default shall have been given to the Issuer by the Trustee;
- (iii) *Misrepresentation*: any representation or statement made or deemed to be made by the Issuer in any Bond Document or any other document delivered by or on behalf of the Issuer under or in connection with any Bond Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (iv) *Insolvency*: the Issuer is insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts of the Issuer ; an administrator or liquidator of the Issuer is appointed (or application for any such appointment is made);
- (v) *Cross-Default*: (a) any other present or future indebtedness (whether actual or contingent) of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any event of default or the like (howsoever described), or (b) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (c) the Issuer fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the

relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (iv) have occurred equals or exceeds [BDT 100,000,000] or its equivalent in any other currency on the day on which such indebtedness becomes due and payable or is not paid or any such amount becomes due and payable or is not paid under any such guarantees or indemnity;

- (vi) *Winding-up*: an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or the Issuer ceases or threatens to cease to carry on all or a material part of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Trustee or by an Extraordinary Resolution of the Bondholders;
- (vii) *Governmental Intervention*: by or under the authority of any government or of the Bangladesh Bank (as the case may be) (a) the management of the Issuer is wholly or partially displaced; or (b) the authority of the Issuer in the conduct of its business is wholly or partially curtailed; or (c) any of the Shares of the Issuer or any material part of its assets is seized, nationalised, expropriated or acquired;
- (viii) *Repudiation*: it rescinds or purports to rescind or repudiates or purports to repudiate a Bond Document or evidences an intention to rescind or repudiate a Bond Document.
- (ix) *Illegality*: it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed;
- (x) *Material Adverse Change*: any event or circumstance (or any series of events or circumstances) occurs which the Trustee reasonably believes might have a Material Adverse Effect; or

The Bonds shall automatically bear interest from (and including) the date of the occurrence of any such event at the Default Interest Rate. The Trustee shall notify the Bondholders in accordance with Condition 13 not less than 3 business days after it has become aware of an Event of Default that the Default Interest Rate has taken effect.

## **11. Enforcement**

### **(A) Proceeding**

At any time after the Bonds have become due and repayable, the Trustee may, at its sole discretion and without further notice, take such proceedings against the Issuer as it may think fit to enforce repayment of the Bonds and to enforce the provisions of the Trust Deed, but it will not be bound to take any such proceedings unless (a) it shall have been so requested in writing by the holders of not less than  $66\frac{2}{3}$  per cent. in principal amount of the Bonds then outstanding or shall have been so directed by an Extraordinary Resolution of the Bondholders and (b) it shall have been indemnified and/or secured to its satisfaction. No Bondholder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing.

Notwithstanding whatsoever contained to the contrary herein, in the event of default, the procedure to be undertaken by the Trustee as envisaged herein shall be initiated only after compliance with any relevant procedure described under the Securities & Exchange Commission (Private Placement of Debt Securities) Rules, 2012.

**(B) Application of Moneys**

All moneys recovered by the Trustee in respect of the Bonds or amounts payable under the Trust Deed will be held by the Trustee on trust to apply them (subject to the terms of the Trust Deed):

- (a) first, in payment or satisfaction of the costs, charges, expenses and liabilities incurred by, or other amounts owing to, the Trustee in relation to the preparation and execution of the Trust Deed and remuneration of the Trustee and other costs, charges, expenses incurred by the Trustee agreed between the Trustee and the Issuer but not paid by the Issuer;
- (b) secondly, in payment of any amounts due and owing by the Issuer to any Agent under the Agency Agreement;
- (c) thirdly, in or towards payment paripassu and rateably of all arrears of interest remaining due and unpaid in respect of the Bonds;
- (d) fourthly, in or towards payment paripassu and rateably of all principal remaining due and unpaid in respect of the Bonds; and
- (e) fifthly, the balance (if any) in payment to the Issuer for itself.

**12. Meetings of Bondholders, Modification, Waiver and Substitution**

**(A) Meetings**

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds or the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing over  $66\frac{2}{3}$  percent in principal amount of the Bonds for the time being outstanding or at any adjourned such meeting not less than 33 percent, in principal amount of the Bonds for the time being outstanding. An Extraordinary Resolution passed at any meeting of Bondholders will be binding on all Bondholders, whether or not they are present at the meeting. The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than  $66\frac{2}{3}$  percent of the aggregate principal amount of Bonds outstanding shall be as valid and effective as a duly passed Extraordinary Resolution.

**(B) Modification and Waiver**

The Trustee may agree, without the consent of the Bondholders, to (i) any modification (except as mentioned in Condition 12(A) (*Meetings*) above) to, or the waiver or authorisation of any breach or proposed breach of, these Conditions or the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders or (ii) any modification to the Bonds or the Trust Deed which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. Any such

modification, waiver or authorisation will be binding on the Bondholders and, unless the Trustee agrees otherwise, any such modifications will be notified by the Issuer to the Bondholders as soon as practicable thereafter.

**(C) *Interests of Bondholders***

In connection with the exercise of its functions (including but not limited to those in relation to any proposed modification, authorisation, waiver or substitution) the Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer or the Trustee, any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders except to the extent provided for in Condition 9 (*Taxation*) and/or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

**(D) *Certificates/Reports***

Any certificate or report of any expert or other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of these Conditions or the Trust Deed may be relied upon by the Trustee as sufficient evidence of the facts therein (and shall, in absence of manifest error, be conclusive and binding on all parties) notwithstanding that such certificate or report and/or engagement letter or other document entered into by the Trustee and/or the Issuer in connection therewith contains a monetary or other limit on the liability of the relevant expert or person in respect thereof.

*In the event of the passing of an Extraordinary Resolution in accordance with Condition 12(A) (Meetings), a modification, waiver or authorisation in accordance with Condition 12(B)(Modifications and Waiver) the Issuer will procure that the Bondholders be notified in accordance with Condition 14.*

**13. Replacement of Certificates**

If any Bond Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Registrar or any Agent upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer and such Agent may require. Mutilated or defaced Bond Certificates must be surrendered before replacements will be issued.

**14. Notices**

All notices are validly given if:

- (i) mailed to the Bondholders at their respective addresses in the Register; or
- (ii) emailed to the Bondholders at their respective addresses set out in the Issuer Register provided that such notices will only be considered as validly given unless followed up with hard copies of the notices being mailed to the Bondholders or published for three consecutive days in a leading newspaper as aforesaid.

Any such notice shall be deemed to have been given on the third day after being so mailed or on the later of the date of such publications.



**15. Indemnification**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

**16. Governing Law**

These Conditions and the Trust Deed and all non-contractual obligations arising from or connected with them are governed by, and shall be construed in accordance with, the laws of Bangladesh.

**17. Arbitration**

Any dispute arising from or in connection with this Trust Deed or the Conditions (including a dispute relating to non-contractual obligations arising from or in connection with this Trust Deed and/or these Conditions, or a dispute regarding the existence, validity or termination of the Conditions and/or this Trust Deed or the consequences of their nullity) (the “**Dispute**”) between the Issuer and the Trustee or between Issuer and the Bondholders or between Trustee and the Bondholders shall be settled by arbitration in accordance with the provisions of the Arbitration Act 2001. Each party shall appoint its arbitrator and the arbitrators shall appoint chairman of the arbitral tribunal. Venue of arbitration shall be at Dhaka. Unless otherwise decided by the arbitral tribunal, each party to an arbitration proceeding shall bear their respective costs of arbitration.

**SCHEDULE 2**  
**PROVISIONS FOR MEETINGS OF BONDHOLDERS**

**1. Definitions**

In this Trust Deed and the Conditions, the following expressions have the following meanings:

**"Block Voting Instruction"** means, in relation to any Meeting, a document in the English language issued by the Trustee:

- (a) Certifying that each registered holder of certain specified Bonds (each a **"Relevant Bond"**) or a duly authorised person on its behalf has instructed the Trustee that the votes attributable to each Relevant Bond held by it are to be cast in a particular way on each resolution to be put to the Meeting and in each case that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked;
- (b) listing the total principal amount of the Relevant Bonds, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (c) authorising a named individual or individuals to vote in respect of the Relevant Bonds in accordance with such instructions;

**"Chairman"** means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 6 (*Chairman*);

**"Extraordinary Resolution"** means a resolution passed at a Meeting duly convened and held in accordance with this Schedule by a majority of not less than  $66\frac{2}{3}$  percent of the votes cast;

**"Form of Proxy"** means, in relation to any Meeting, a document in the English language available from the Trustee signed by a Bondholder or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the Trustee not later than 48 hours before the time fixed for such Meeting, appointing a named individual or individuals to vote in respect of the Bonds held by such Bondholder;

**"Meeting"** means a meeting of Bondholders (whether originally convened or resumed following an adjournment);

**"Proxy"** means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction or a Form of Proxy other than:

- (a) any such person whose appointment has been revoked and in relation to whom the Trustee has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed;

**"Relevant Fraction"** means:

- (a) for all business including voting on an Extraordinary Resolution, more than  $66\frac{2}{3}$  percent;

*provided, however, that*, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

- (i) for all business the fraction of the aggregate principal amount of the outstanding Bonds represented or held by the Voters actually present at the Meeting; and
- (ii) for voting on any Extraordinary Resolution, not less than 33 percent;

**"Voter"** means, in relation to any Meeting, a Proxy or (subject to paragraph 4 (*Record Date*)) a Bondholder; *provided, however, that* (subject to paragraph 43 (*Record Date*)) any Bondholder which has appointed a Proxy under a Block Voting Instruction or Form of Proxy shall not be a **"Voter"** except to the extent that such appointment has been revoked and the Trustee notified in writing of such revocation at least 48 hours before the time fixed for such Meeting;

**"Written Resolution"** means a resolution in writing signed by or on behalf of [not less than  $66\frac{2}{3}$  percent] of holders of Bonds who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Bonds;

**"24 hours"** means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and

**"48 hours"** means 2 consecutive periods of 24 hours.

**2. Issue of Block Voting Instructions and Forms Of Proxy**

The holder of a Bond may require the Trustee to issue a Block Voting Instruction by delivering to the Trustee written instructions not later than 48 hours before the time fixed for the relevant Meeting. Any holder of a Bond may obtain an uncompleted and unexecuted Form of Proxy from the Trustee. A Block Voting Instruction and a Form of Proxy cannot be outstanding simultaneously in respect of the same Bond.

**3. Record Date**

The Issuer may fix a record date for the purposes of any Meeting or any resumption thereof following its adjournment for want of a quorum provided that such record date is not more than 10 days prior to the time fixed for such Meeting or (as the case may be) its resumption. The person in whose name a Bond is registered in the Register at close of business on the record date shall be deemed to be the Holder of such Bond for the purposes of such Meeting, notwithstanding any subsequent transfer of such Bond or entries in the Register.

**4. Convening of Meeting**

The Issuer or the Trustee may convene a Meeting at any time, and the Trustee shall be obliged to do so upon the request in writing of one or more Bondholders of a series holding not less than one tenth of the aggregate principal amount of the outstanding Bonds of such series. Every Meeting shall be held on a date, and at a time and place, approved by the Trustee.

**5. Notice**

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Bondholders (with a copy to the Issuer) where the Meeting is convened by the Trustee or, where the Meeting is convened by the Issuer, the Trustee. The notice shall set out the full text of any resolutions to be proposed unless the Trustee agrees that the notice shall instead specify the nature of the resolutions without including the full text and shall state that a Bondholder may appoint a Proxy either under a Block Voting Instruction by delivering written instructions to the Trustee or by executing and delivering a Form of Proxy to the Specified Office of the Trustee, in either case until 48 hours before the time fixed for the Meeting. The notice shall be given in accordance with Condition 14.

**6. Chairman**

An individual (who may, but need not, be a Bondholder) nominated in writing by the Trustee may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was the Chairman of the original Meeting.

**7. Quorum**

The quorum at any Meeting shall be at least two Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Bonds.

**8. Adjournment for want of quorum**

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Bondholders, it shall be dissolved; and
- (b) in the case of any other Meeting (unless the Issuer and the Trustee otherwise agree), it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) and to such place as the Chairman determines (with the approval of the Trustee); *provided, however, that:*
  - (i) the Meeting shall be dissolved if the Issuer and the Trustee together so decide; and
  - (ii) no Meeting may be adjourned more than once for want of a quorum.

**9. Adjourned Meeting**

The Chairman may, with the consent of, and shall if directed by, any Meeting adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

**10. Notice following adjournment**

Paragraph 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

- (a) 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

**11. Participation**

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) representatives of the Issuer and the Trustee;
- (c) the financial advisers of the Issuer and the Trustee;
- (d) the legal counsel to the Issuer and the Trustee and such advisers; and
- (e) any other person approved by the Meeting or the Trustee.

**12. Show of hands**

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.

**13. Poll**

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Trustee or one or more Voters representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Bonds. The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairman directs.

**14. Votes**

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote in respect of each [BDT 10,000,000] in aggregate face amount of the outstanding Bond(s) represented or held by him.

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way. In the case of a voting tie the Chairman shall have a casting vote.

**15. Validity of Votes by Proxies**

Any vote by a Proxy in accordance with the relevant Block Voting Instruction or Form of Proxy shall be valid even if such Block Voting Instruction or Form of Proxy or any instruction pursuant to which it was given has been amended or revoked, *provided that* the Trustee has not been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction or Form of Proxy in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment; *provided, however, that* no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to

such Meeting when it is resumed. Any person appointed to vote at such a Meeting must be re-appointed under a Block Voting Instruction or Form of Proxy to vote at the Meeting when it is resumed.

**16. Powers**

A Meeting shall have power (exercisable only by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:

- (a) to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any provisions of this Trust Deed or the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Bonds;
- (b) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Bonds;
- (c) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of this Trust Deed or the Bonds or any act or omission which might otherwise constitute an Event of Default under the Bonds;
- (d) to remove any Trustee;
- (e) to approve the appointment of a new Trustee;
- (f) to authorise the Trustee (subject to its being indemnified and/or secured to its satisfaction) or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- (g) to discharge or exonerate the Trustee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed or the Bonds;
- (h) to give any other authorisation or approval which under this Trust Deed or the Bonds is required to be given by Extraordinary Resolution; and
- (i) to appoint any persons as a committee to represent the interests of the Bondholders and to confer upon such committee any powers which the Bondholders could themselves exercise by Extraordinary Resolution.

**17. Extraordinary Resolution binds all holders**

An Extraordinary Resolution shall be binding upon all Bondholders, whether or not present at such Meeting, and each of the Bondholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Bondholders (with a copy to the Issuer and the Trustee) within 14 days of the conclusion of the Meeting.

**18. Minutes**

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairman shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

**19. Written Resolution**

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

**20. Further regulations**

Subject to all other provisions contained in this Trust Deed, the Trustee may without the consent of the Issuer or the Bondholders prescribe such further regulations regarding the holding of Meetings of Bondholders and attendance and voting at them as the Trustee may in its sole discretion determine.

**SCHEDULE 3 FORM OF COMPLIANCE CERTIFICATE**

\_\_\_\_\_ 2014

To: **IDLC Finance Limited** (the "**Trustee**") (on behalf of the Bondholders)

The Undersigned hereby certify that:

1. We are two Authorised Signatories of AB Bank Limited (the "**Issuer**").
2. This certificate is given pursuant to [Clause 5.3] of a trust deed (as amended and supplemented from time to time, the "**Trust Deed**") dated \_\_\_\_ [●] 2014 made between the Issuer and the Trustee. Terms defined in the Trust Deed shall, unless otherwise defined herein, bear the same meaning when used herein. References to Clauses are references to clauses of the Trust Deed.
3. We have reviewed the provisions of the Trust Deed.
4. Up to \_\_\_\_\_ 2014 (the "**Certified Date**") the Issuer has complied with its obligations under the Trust Deed.

As at the Certified Date, we confirm:

- 4.1 no Event of Default or Potential Event of Default or other matter which would affect the Issuer's ability to perform its obligations under the Bonds and the Trust Deed existed nor had existed prior thereto since the certified date in respect of the previous compliance certificate provided to you dated \_\_\_\_\_ 2014; and
- 4.2 [*Insert details of financial covenants and whether the Issuer is in compliance with those calculations and calculations of the same*].

Signed:

\_\_\_\_\_  
*Authorised Signatory of the Issuer*

\_\_\_\_\_  
*Authorised Signatory of the Issuer*

[As at the Certified Date, we confirm that the calculations set out in paragraph 4.2 are accurate and are in accordance with the Issuer's most recent audited financial statements.

\_\_\_\_\_  
*Authorised Signatory of [Issuer's Auditor]<sup>1</sup>*

\_\_\_\_\_  
<sup>1</sup> Auditor's confirmation to be provided annually.



**SIGNATURES**

**AB BANK LIMITED**

**Witness**

By: .....

**IDLC FINANCE LIMITED**

**Witness**

By: .....