

1.01 Background Information

(a) Issuer

- (i) Name : RHB Capital Berhad (“**RHB Capital**”)
- (ii) Address : Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur
- (iii) Business registration no. : 312952-H
- (iv) Date/place of incorporation : 24 August 1994/ Malaysia
- (v) Date of listing : 29 December 1994.
- (vi) Status :
 - Resident/non-resident controlled company (where applicable) : Resident-controlled company
 - Bumiputera/non-Bumiputera controlled company (where applicable) : Bumiputera-controlled company
- (vii) Principal activities : The principal activity of RHB Capital is investment holding. The subsidiaries of RHB Capital are involved in commercial banking, Islamic banking, investment banking, leasing, offshore banking, offshore trust services, general insurance, unit trust management, asset management and nominee and custodian services.
- (viii) Board of directors (as at 31 August 2008) :
 - 1. YBhg Datuk Azlan Zainol (Non-Independent Non-Executive Director)
 - 2. Encik Johari Abdul Muid (Non-Independent Non-Executive Director)
 - 3. YBhg Datuk Haji Faisal Siraj (Senior Independent Non-Executive Director)

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4. YBhg Datuk Tan Kim Leong
(Independent Non-Executive Director)
5. YBhg Dato' Mohamed Khadar Merican
(Independent Non-Executive Director)
6. Mr Michael Joseph Barrett
(Group Managing Director)

(ix) Structure of shareholdings and names of shareholders (as at 31 August 2008)

Ordinary Share holders	Direct		Indirect	
	No. of shares held	%	No. of shares held	%
Employees Provident Fund Board	1,232,372,489	57.23	-	-
ADCB Holdings (Malaysia) Sdn Bhd	538,368,674	25.00	-	-

(x) Authorised and paid-up capital (as at 31 August 2008)

Type	No. of shares	Par value (RM)	Amount (RM)
<u>Authorised</u> Ordinary Shares	2,500,000,000	1.00	2,500,000,000
<u>Issued and paid-up capital</u> Ordinary Shares	2,153,474,695	1.00	2,153,474,695

1.02 Principal Terms and Conditions:

(a) Names of parties involved in the proposed transaction

- (i) Principal Adviser/ Lead Arranger : RHB Investment Bank Berhad ("**RHB Investment Bank**")
- (ii) Arranger(s) : Not applicable
- (iii) Valuer : Not applicable
- (iv) Solicitors : Messrs. Adnan Sundra & Low
- (v) Financial adviser : Not applicable

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- (vi) Technical adviser : Not applicable
- (vii) Guarantor : Not applicable
- (viii) Trustee : AmanahRaya Trustees Berhad (Company No. 766864-T)
- (ix) Facility Agent : RHB Investment Bank
- (x) Primary subscriber(s) and amount subscribed : To be determined prior to the issuance in respect of issuance via bought deal basis only. Not applicable for issuance via book building.
- (xi) Underwriter(s) and amount underwritten : Not applicable.
- (xii) Central Depository : Bank Negara Malaysia ("**BNM**")
- (xiii) Paying Agent : BNM
- (xiv) Reporting Accountant : Not applicable
- (xv) Others : Rating Agency
RAM Rating Services Berhad (Company No. 763588-T) ("**RAM Ratings**")

Lead Manager
RHB Investment Bank

Joint Lead Manager
To be appointed (if applicable)

Tender Panel Members

Persons to whom an issue of, or an offer or invitation to subscribe, the CPs (as defined below) is made would fall within Schedule 6 or Section 229(1)(b) of the Capital Market and Services Act 2007 ("CMSA") and Schedule 7 of Section 230(1)(b) of the CMSA and would fall within Schedule 9 or Section 257(3) of the CMSA as amended from time to time.

- (b) Facility description : Commercial Paper/Medium Term Notes Programme ("the CP/MTN Programme") for the issuance of commercial papers ("CPs") and/or medium term notes ("MTNs") (CPs and MTNs are collectively referred to as "**the**

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Notes”).

- (c) Issue size (RM) : Up to RM1.1 billion in nominal value.

The aggregate outstanding Notes issued under the CP/MTN Programme shall not at any one time exceed RM1.1 billion in nominal value.

- (d) Issue price (RM) : CPs

At a discount to face value computed in accordance with the following formula as specified in the Rules On Fully Automated System for Issuing/ Tendering’ (“**FAST**”) issued by BNM:

$$\text{Issue Price} = \text{Face Value} \times \left\{ 1 - \left[\frac{(d \times r)}{36500} \right] \right\}$$

where:-

FV = Face Value of the CPs

d = number of days in the maturity of the CPs

r = applicable yield (in percentage per annum)

or as amended and substituted from time to time by BNM

MTNs

At par, discount or premium to face value.

- (e) Tenor of the facility/issue : CP/MTN Programme
Up to seven (7) years from the date of first issuance of the Notes.

The first issuance shall be made within two (2) years from the date of approval by the Securities Commission (“**SC**”).

Maturity of the CPs

One (1), two (2), three (3), six (6), nine (9) or twelve (12) months as the Issuer may select, provided the CPs mature prior to the expiry of the CP/MTN Programme.

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Maturity of the MTNs

Above one (1) year to seven (7) years as the Issuer may select provided that the MTNs mature prior to the expiry of the CP/MTN Programme.

- (f) Interest/coupon (%) : CPs
 Not applicable as the CPs will be issued at a discount. The discount on the CPs will only be determined upon issuance of the CPs.

MTNs

To be determined at the point of issuance of the respective MTNs.

- (g) Interest/coupon payment frequency : CPs
 Not applicable as the CPs will be issued at a discount.

MTNs

Semi-annually in arrears with the first payment commencing six (6) months from the date of issuance and the last payment to be made on the maturity date.

- (h) Interest/coupon payment basis : Actual number of days elapsed on a 365-day basis.
- (i) Yield to maturity (%) : To be determined at the point of each issuance.
- (j) Security/collateral : None.
- (k) Details on utilisation of proceeds : 1. The proceeds of the MTNs will be utilised for the following purposes:
- i. Up to RM1.1 billion to repay existing borrowings; and
 - ii. The balance for working capital, capital expenditure or investments of the Issuer, and to pay fees, costs, expenses and all other amount payable in relation to the CP/MTN Programme.
2. The proceeds of the CPs will be utilised for the Issuer's working capital purposes.

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- (l) Sinking fund : Nil.
- (m) Rating : Final short-term rating of P1 for the CPs and long-term rating of A₁ for the MTNs assigned by RAM Ratings.
- (n) Form and denomination : The Notes will be represented by Global Certificates (which are exchangeable into Definitive Certificates in several limited circumstances) in bearer form and issued in a denomination of RM1,000 each.

These Global Certificates shall be deposited with the Central Depository and will be traded under the Real Time Electronic Transfer of Funds and Securities ("RENTAS") operated and maintained by BNM.

The Notes shall be issued in accordance with FAST rules issued by BNM.

- (o) Mode of issue : CPs
Via competitive tender by the Tender Panel Members ("TPM") or direct placement on a best effort basis, all without prospectus.

MTNs
Via book building or direct placement on best effort basis or on bought deal basis, all without prospectus.

- (p) Selling restriction : Selling Restrictions at Issuance

The Notes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia other than to persons falling within Schedule 6 or Section 229(1)(b), Schedule 7 or Section 230(1)(b) and Schedule 9 or Section 257(3) of the Capital Markets and Services Act, 2007 ("CMSA").

Selling Restrictions after Issuance

The Notes may not be offered, sold or delivered, directly or indirectly, nor may any

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document or other material in connection therewith be distributed in Malaysia other than to persons falling within Schedule 6 or Section 229(1)(b) and Schedule 9 or Section 257(3) of the CMSA.

(q) Listing status : The Notes will not be listed on Bursa Malaysia Securities Berhad or any other stock exchange.

(r) Minimum level of subscription : CPs
5% of the value for each issuance.

MTNs

100% of the value of each issuance via bought deal or direct placement.

50% of the value of each issuance via book building.

(s) Other regulatory approvals required in relation to the issue, offer or invitation and whether or not obtained : 1. Approval from BNM for the proposed issuance of the Notes under the CP/MTN Programme "BNM Approval".

Application to BNM had been submitted via letter dated 5 November 2008, and is pending BNM's approval.

2. Approval from SC on the waiver from having to comply with the requirement to obtain all necessary approvals prior to the submission to the SC as set out in the PDS Guidelines.

Application for waiver from the SC in relation to the BNM Approval is sought via letter dated 6 November 2008, together with this submission.

(t) Conditions precedent : Conditions precedent customary for a programme of this nature which shall include but not limited to the following:-

1. Execution and delivery of all the Transaction Documents reflecting the terms and conditions set forth herewith and otherwise in form and substance acceptable to the Principal Adviser/Lead

Arranger and the Issuer;

2. Certified true copies of the Issuer's Memorandum and Articles of Association, board resolution and other constitutional documents of the Issuer have been furnished to the Principal Adviser/Lead Arranger;
3. A legal opinion from the Solicitors addressed to the Principal Adviser/Lead Arranger advising with respect to, among others, inter alia, the validity, legality and enforceability of the Notes and the Transaction Documents, and a written confirmation from the Solicitors to the Principal Adviser/Lead Arranger that all conditions precedent have been fulfilled (or to the extent not fulfilled, waived);
4. Written approval from the SC for the CP/MTN Programme;
5. Evidence that the Notes have been assigned a minimum short term rating of P1 and long term rating of A2 or equivalent from RAM Ratings;
6. Payment of all relevant fees and amounts due by the Issuer in connection with the CP/MTN Programme; and
7. Such other conditions precedent as advised by the legal counsel of the Principal Adviser/Lead Arranger.

(u) Representations and warranties : Representations and warranties typical and customary for a programme of this nature, which shall include but is not limited to the following:

1. The Issuer (and each of its Principal Subsidiaries) is a company with limited liability duly incorporated and validly existing under the laws of Malaysia, has the full power to carry on its business and to own its property and assets;

For purposes set out herein, a “Principal Subsidiary” shall be any subsidiary of the Issuer which contributes ten (10)% or more of the consolidated earnings before interest and tax of the Issuer or which makes up ten (10)% or more of the consolidated net tangible assets of the Issuer, as reflected in its latest annual consolidated audited financial statements, and “Principal Subsidiaries” shall be construed accordingly.

2. The Issuer has the power to enter into, exercise its rights under and perform its obligations under the Transaction Documents;
3. The Issuer's entry into, exercise of its rights under and performance of the Transaction Documents do not and will not violate any existing law or agreements to which it is a party;
4. The Issuer has all licenses, franchises, permits, authorisations, approvals, orders and other concessions of and from all governmental and regulatory officials and bodies that are necessary to own or lease its properties and conduct its business, other than where the failure to obtain such licenses, franchises, permits, authorisations, approvals, orders and other concessions would not have a material adverse effect of the Issuer to comply with its obligations under the Transaction Documents;
5. The Transaction Documents create valid and binding obligations which are enforceable on and against the Issuer;
6. All necessary actions, authorisations and consents required under the Transaction Documents have been taken, fulfilled and obtained and remain in full force and effect;
7. Save as disclosed by the Issuer, no event has occurred which, if the Notes had already been issued, would constitute an Event of Default under the

Transaction Documents;

8. The audited financial statements of the Issuer are prepared in accordance with generally accepted accounting principles and standards and they fairly represent its financial position;
9. No litigation or arbitration is current or, to the Issuer's knowledge, is threatened, which if adversely determined would have a material adverse effect on the ability of the Issuer to comply with its obligations under the Transaction Documents;
10. The financial statements and other information supplied are true and accurate in all material aspects and not misleading except that, when the warranted information is a forecast, the warranty will be to the effect that the forecast has been made on the basis of assumptions which were reasonable at the time when they were made and after due enquiry;
11. No step has been taken by the Issuer, its creditors or any of its shareholders or any other person on its behalf nor have any legal proceedings or applications been started or threatened under Section 176 of the Companies Act 1965;
12. There has been no change in the business or condition (financial or otherwise) of the Issuer or its subsidiaries since the date of its last audited financial statements which might have a material adverse effect on the ability of the Issuer to comply with its obligations under the Transaction Documents; and
13. Such other representation and warranties as may be advised by the Solicitors for the Principal Adviser/Lead Arranger.

- (v) Events of default : To include but not limited to the following:
1. the Issuer fails to pay any amount due under the Notes and/or the Transaction Documents on the due date (whether formally demanded or not) or on demand, if so payable;
 2. the Issuer fails to observe or perform or commits a breach of any of its obligations or undertakings under the Transaction Documents, other than an obligation of the type referred to in (a) above and, in the case of a failure capable of being remedied, the Issuer has not remedied such failure within thirty (30) days to the Trustee's satisfaction after the Issuer having been notified of the failure;
 3. any representation, warranty or statement which is made (or acknowledged to have been made) by the Issuer in the Transaction Documents upon the execution of the same or which is contained in any certificate, statement, legal opinion or notice provided or caused to be provided by the Issuer under or in connection with the Transaction Documents proves to be inaccurate in any material respect or, if repeated at any time with reference to the facts and circumstances then existing, would not be accurate in all material respects;
 4. at any time it is unlawful for the Issuer to perform any of its obligations under any of the Transaction Documents or any provision of the Transaction Documents is or becomes, for any reason, invalid or unenforceable;
 5. the Issuer or any of the Principal Subsidiaries stops payment in respect of its obligations generally or any other debenture of or monies borrowed by the Issuer and/or Principal Subsidiaries becomes repayable by reason of default or any amount owing thereunder or in respect thereof is not repaid on its due date (or within any applicable grace

period) or any guarantee or indemnity given by the Issuer is not honoured when due and called upon or any security for any such debenture, monies borrowed, guarantee or indemnity becomes enforceable;

6. an encumbrancer takes possession of, or a trustee, receiver or similar officer is appointed in respect of, the whole or substantial part of the business or assets of the Issuer or any of the Principal Subsidiaries or distress, legal process, sequestration or any form of execution is levied or enforced upon or instituted against any of the assets of the Issuer or of any of the Principal Subsidiaries and is not discharged within sixty (60) days after being levied, enforced or instituted, or any Security Interest which may for the time being affect any of its assets becomes enforceable;
7. the Issuer and/or any of the Principal Subsidiaries enters into a scheme of arrangement under section 176 of the Companies Act, 1965 (as amended) with their creditors or such a scheme has been instituted by or against the Issuer and/or any of the Principal Subsidiaries (save and except pursuant to an internal reorganisation which has been approved by the Trustee);
8. any step is taken for the bankruptcy, winding up, dissolution or liquidation of the Issuer or any of the Principal Subsidiaries (including, without limitation), the presentation of a petition for the bankruptcy of or winding up against the Issuer or any Principal Subsidiary and the Issuer or any Principal Subsidiary, as the case may be, has not taken any action to set aside such petition within sixty (60) days from date of service of such winding up petition;
9. any legal proceedings, suit or action which could materially and adversely affect the obligations of the Issuer under

the Transaction Documents or the Notes shall be instituted against the Issuer by any third party and the Issuer has not, within thirty (30) days from the date such legal proceedings, suit or action were instituted against the Issuer taken any reasonable steps acceptable to the Trustee to discharge or stay such legal proceedings, suit or action;

10. there is a revocation, withholding or modification of a licence, authorisation or approval that impairs or prejudices the Issuer's ability to comply with the terms and conditions of the Transaction Documents or the Notes or any other document relating to the issue offer or invitation in respect of the Notes; and
11. an order is made for winding-up the Issuer or any Principal Subsidiary and such order is not stayed or set aside within thirty (30) days of such order being made or, where so stayed, such stay lapses, or an effective resolution is passed for winding-up the Issuer or any Principal Subsidiary except where such order is made or such resolution is passed for the purpose of a reconstruction or amalgamation to the terms of which have been approved in writing by the trustee.

Upon the occurrence of any of the above Events of Default, the Trustee, may, at its absolute discretion, or shall (if so directed to do so by a special resolution of the Noteholders) declare (by giving notice to the Issuer) that an Event of Default has occurred and the Notes are immediately due and payable.

- (w) Principal terms and conditions for warrants : Not applicable.
- (x) Other principal terms and conditions for the issue
 - (i) Positive Covenants : The usual and customary for a programme of such nature, which shall include but not limited to the following:

1. it shall and shall procure that each of the Principal Subsidiaries exercise reasonable diligence in carrying out its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices and will ensure that all necessary approvals and licences required for it and each of the Principal Subsidiaries to carry out its business are obtained;
2. it will not later than one hundred and eighty (180) days after the end of its financial year, furnish to the Trustee one (1) copy of its annual audited financial statements (including consolidated balance sheet and profit and loss account), and any other accounts, report, notice, circular or other document issued by the Issuer to its members (in their capacity as such);
3. it shall promptly provide to the Trustee any information relating to its affairs and the affairs of its Principal Subsidiaries to the extent permitted by law, as the Trustee may from time to time reasonably require in order to discharge its duties as trustee under the Trust Deed and the other Transaction Documents;
4. it will not later than one hundred and eighty (180) days after the end of its financial year provide to the Trustee a certificate signed by an authorised signatory of the Issuer relating to the financial year prior to the relevant date, which certificate shall state the following matters:-
 - a. whether or not the Issuer has observed and performed all its obligations, covenants, terms and conditions and all other provisions under or pursuant to the Notes or the Trust Deed or the other Transaction Documents; and
 - b. whether or not any Event of Default has happened, existed or exists, from the date the Notes were first issued

and if in the affirmative to specify the details of such Event of Default;

5. it will and will ensure that each of the Principal Subsidiaries keep proper books and accounts at all times on a basis consistently applied in accordance with the laws of Malaysia and generally accepted accounting principles and standards in Malaysia, and will provide the Trustee and any person appointed by it (e.g. auditors), to the extent permitted by law to which the Issuer and each of the Principal Subsidiaries is subject to, access to such book and accounts subject to prior written notice;
6. it will at all times maintain a Paying Agent with a specified office in Malaysia;
7. it will promptly comply with the terms and perform and carry out all its obligations under the Notes, the Trust Deed and the other Transaction Documents (including but not limited to redeeming the Notes on the relevant maturity dates or any other date on which the Notes are due and payable) and ensure that it shall immediately notify the Trustee in the event the Issuer is unable to fulfil or comply with any of the provisions of the Transaction Documents;
8. it shall upon becoming aware, immediately notify the Trustee of the following:-
 - a. any change in the utilisation of proceeds from the Notes from that set out in the application to the SC for approval to issue the Notes;
 - b. any substantial change in the nature of its business;
 - c. any change in its withholding tax position or taxing jurisdiction;
 - d. any circumstances that has occurred that would materially prejudice the Issuer; and

- e. any other matter that may materially prejudice the interests of the Noteholders;
 - 9. it shall procure that the Paying Agent notifies the Trustee in the event that the Paying Agent does not receive, in the manner provided by the Transaction Documents, the monies payable on the due date for payment in respect of the Notes or any of them;
 - 10. it shall promptly comply with all applicable provisions of the CMSA and/or any notes, circulars, conditions or guidelines issued by the SC from time to time;
 - 11. it shall promptly give notice to the Trustee of the occurrence of any Event of Default or of such other right or remedy under the terms, provisions and covenants of the Notes, the Trust Deed and the other Transaction Documents which shall have become enforceable or of any potential Event of Default forthwith upon becoming aware thereof, and it shall take all reasonable steps and/or such other steps as may be reasonably requested by the Trustee to remedy and/or mitigate the effect(s) of the Event of Default or the potential Event of Default.
- (ii) Negative Covenants : Usual and customary for an issue/programme of such nature, which shall include but shall not be limited to the following:
- 1. it shall not grant, create, or permit to exist any Security Interest over all or any of its assets present or future save for any Security Interest existing as at the date of the Trust Deed and disclosed to the Trustee and those Security Interest mutually agreed upon between the Trustee and the Issuer;
 - 2. it will not and will ensure that each of the Principal Subsidiaries will not carry out any business or other activities other than that currently set out in their respective Memorandum and Articles of Association;

3. it will not, without the prior consent of the Noteholders by a Special Resolution (to be defined in the Trust Deed), consolidate or amalgamate with, or merge with or into or transfer all or substantially all its assets to another entity, or enter into any de-merger, reconstruction or winding-up unless the successor entity expressly assumes the Issuer's obligations under the Transaction Documents and after giving effect to the transaction, no Event of Default has occurred and is continuing;
4. it will not, without the prior written consent of the Trustee, reduce or in any way whatsoever alter except increase its authorised or paid-up share capital whether by varying the amount, structure or value thereof or the rights attached thereto or convert any of its share capital into stock, or by consolidation, dividing or sub-dividing all or any of its shares (and for the avoidance of doubt, this covenant shall not restrict the Issuer from doing a share split of its shares so long as its authorised and paid-up share capital after the share split is not reduced);
5. it will not enter into any transaction, whether directly or indirectly with interested persons (including a director, substantial shareholder or persons connected with them) unless:-
 - a. such transaction shall be on terms that it is no less favourable to the Issuer than those which could have been obtained in a comparable transaction from persons who are not interested persons; and
 - b. with respect to transactions involving an aggregate payment or value equal to or greater than ten per cent (10%) of the consolidated net tangible asset value of the Issuer, the Issuer obtains certification from an independent adviser that the transaction is carried out on fair and reasonable terms;

PROVIDED THAT the Issuer certifies to the Trustee that the transaction complies

with paragraph (a) above, and that, where applicable, the Issuer has received the certification referred to in paragraph (b) above, and that the transaction has been approved by its board of directors and, where applicable, its shareholders at a general meeting;

6. it shall not and shall ensure that each of the Principal Subsidiaries shall not take steps to wind up or otherwise dissolve itself;
7. it shall not do or omit to do any act, or execute or omit to execute any document which may render any of the Transaction Documents to be illegal, void, voidable or unenforceable; and
8. it shall not use the proceeds derived from the Notes issue except for the specific purposes as set out in the application to the SC for approval to issue the Notes.

(iii) Special Covenants : The Principal Subsidiaries shall remain the subsidiaries of RHB Capital for the duration of the CP/MTN Programme;

(iv) Financial Covenants : Based on the Issuer's audited annual financial statements of the company, RHB Capital shall maintain the following:-

1. Maximum Gearing Ratio of 1.0 times.

RHB Capital will ensure that the Gearing Ratio will not exceed 0.75 times without the Trustee's approval, which approval shall not be unreasonably withheld.

Definition of Gearing Ratio: Total Net Debt / Shareholders' Funds: Total Net Debt shall mean external interest bearing borrowings (not including inter-company loans) less cash balances. Shareholders' Funds shall mean paid-up share capital, share premium and reserves.

2. Minimum Interest Coverage Ratio of 1.5 times.

Definition of Interest Coverage Ratio:

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Operating profit before depreciation,
amortisation, interest and tax / Interest
charges

- (v) Status of Notes : The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, and will rank pari passu, without any preference amongst themselves, and equally with all other present and future unsecured and unsubordinated obligations of the Issuer, except those obligations preferred by law, liens or rights of set-off arising from the normal course of business.
- (vi) Redemption : Unless previously redeemed or purchased and cancelled, the Issuer shall redeem the Notes at their face value on the relevant maturity dates.
- (vii) Repurchase and Cancellation : The Issuer or its related corporations (within the meaning of the Companies Act 1965) may, at any time, purchase the Notes on the open market or by private treaty at any price subject to:
1. any of the Notes so purchased by the Issuer shall be cancelled and cannot be reissued;
 2. any of the Notes purchased by the Issuer's related corporations need not be cancelled but will not entitle such related corporations to vote at any meetings of the Noteholders and will not be deemed to be outstanding for the purpose of determining the total votes exercisable by the Noteholders whenever such determination is required under the Trust Deed.
- (viii) Availability : Upon completion of documentation and compliance of all conditions precedent and other applicable conditions to the satisfaction of the Lead Arranger.
- (ix) Transaction Documents : The Notes shall be evidenced inter-alia, by the following documents:-
1. Programme Agreement;
 2. Depository and Paying Agency Agreement;
 3. Trust Deed; and

4. any other legal documentations as advised by the legal counsel for the Principal Adviser/Lead Arranger.

- (x) Taxation : All payments shall be made free and clear of all present and future taxes, duties, withholdings or other deductions whatsoever imposed by the Government or any political sub-division or tax authority thereof. In the event that any such taxes are in future imposed or if such withholding or deduction is required by law, the Issuer must make such additional payments as are necessary to cause the Noteholders to receive the net amount that they would otherwise have received.
- (xi) Governing Law : The laws of Malaysia.
- (xii) Jurisdiction : The Issuer shall unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.