

Alliance Bank Malaysia Berhad ("ABMB" or the "Issuer")

Additional Tier 1 Capital Securities Programme of up to RM1.0 billion in nominal value ("AT1 Programme")

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : Alliance Bank Malaysia Berhad ("ABMB" or the "Issuer")
- (2) Address : 3rd Floor, Menara Multi Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100, Kuala Lumpur, Malaysia.
- (3) Date of incorporation : 03-Aug-1982
- (4) Place of incorporation : Malaysia
- (5) Business registration number : 88103-W

- (6) Residence status : Resident Controlled Company

(7) Place and date of listing :

No.	Place of listing	Date of listing
1	Bursa Malaysia	26 Sep 2017

- (8) Principal activities : ABMB is principally engaged in banking business and the provision of related financial services.

- (9) Authorised, issued and paid-up share capital :

Number of shares	Share Capital (RM)
1,548,105,929 Ordinary Shares	1,548,105,929

- (10) Structure of shareholdings and names of shareholders or, in the case of a public company, names of all substantial shareholders :

Name of substantial shareholders	Direct Interest	% of Issued Shares	Indirect Interest	% of Issued Shares
Vertical Theme Sdn Bhd	449,857,775	29.06	-	-
Langkah Bahagia Sdn Bhd	-	-	449,857,775(a)	29.06
Duxton Investments Pte Ltd	-	-	449,857,775(a)	29.06
Ong Beng Seng	-	-	449,857,775(b)	29.06
Ong Tiong Sin	-	-	449,857,775(b)	29.06
Seow Lun Hoo	-	-	449,857,775(b)	29.06
Fullerton Financial Holdings Pte Ltd	-	-	449,857,775(c)	29.06
Fullerton Management Pte Ltd	-	-	449,857,775(d)	29.06
Temasek Holdings (Private) Limited	-	-	449,993,675(e)	29.07
Minister for Finance of Singapore	-	-	449,993,675(f)	29.07
Employees Provident Fund Board	187,643,840	12.12	-	-

Notes:

(a) Deemed interested by virtue of Section 8 of the Companies Act, 2016 held through Vertical Theme Sdn Bhd.

(b) Deemed interested by virtue of Section 8 of the Companies Act, 2016 held through Langkah Bahagia Sdn Bhd.

(c) Deemed interested by virtue of Section 8 of the Companies Act, 2016 held through Duxton

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Investments Pte Ltd.

(d)Deemed interested by virtue of Section 8 of the Companies Act, 2016 held through Fullerton Financial Holdings Pte Ltd.

(e)Deemed interested by virtue of Section 8 of the Companies Act, 2016 held through Fullerton Management Pte Ltd and Standard Chartered Bank (Singapore) Limited.

(f)Deemed interested by virtue of Section 8 of the Companies Act, 2016 held through Temasek Holdings (Private) Limited.

- (11)Board of directors :
1. Tan Sri Dato' Ahmad Bin Mohd Don
 2. Kuah Hun Liang
 3. Lee Ah Boon
 4. Datuk Wan Azhar Bin Wan Ahmad
 5. Kung Beng Hong
 6. Ou Shian Waei
 7. Lee Boon Huat
 8. Ho Hon Cheong
 9. Thayaparan A/L S Sangarapillai
 10. Tan Chian Khong

(B) PARTIES TO THE TRANSACTION

(1) Origination :

No.	Roles	Name of parties
1	Issuer	Alliance Bank Malaysia Berhad
2	Principal Adviser	Alliance Investment Bank Berhad
3	Lead Arranger	Alliance Investment Bank Berhad
4	Solicitors	Messrs Adnan Sundra & Low
5	Trustee	Malaysian Trustees Berhad
6	Credit Rating Agency	RAM Rating Services Berhad

(2) At point of distribution :

No.	Roles	Name of parties
1	Issuer	Alliance Bank Malaysia Berhad
2	Lead Manager	Alliance Investment Bank Berhad
3	Facility Agent	Alliance Investment Bank Berhad
4	Central Depository	Bank Negara Malaysia
5	Paying Agent	Bank Negara Malaysia

(3) After distribution :

No.	Roles	Name of parties
1	Issuer	Alliance Bank Malaysia Berhad
2	Principal Adviser	Alliance Investment Bank Berhad
3	Facility Agent	Alliance Investment Bank Berhad
4	Trustee	Malaysian Trustees Berhad

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5	Central Depository	Bank Negara Malaysia
6	Paying Agent	Bank Negara Malaysia
7	Credit Rating Agency	RAM Rating Services Berhad

(C) DETAILS OF FACILITY/PROGRAMME

- (1) Name of facility : Additional Tier 1 Capital Securities Programme of up to RM1.0 billion in nominal value ("AT1 Programme")
- (2) One-time issue or programme : Programme
- (3) Shariah principles (for sukuk) : Not applicable
- (4) Facility description : An Additional Tier 1 Capital Securities Programme of up to RM1.0 billion in nominal value for issuance of Additional Tier 1 capital securities ("**Capital Securities**").
The Capital Securities are intended to qualify as Additional Tier 1 capital instrument of Alliance Bank Malaysia Berhad ("**ABMB**" or the "**Issuer**") in accordance with the Capital Adequacy Framework (Capital Components) issued by Bank Negara Malaysia ("**BNM**") on 4 August 2017 ("**Capital Adequacy Framework**").
- (5) Currency : Ringgit
- (6) Expected facility/ programme size : Upto MYR1,000,000,000.00
- (7) Option to upsize (for programme) : No
- (8) Tenure of facility/ programme : Perpetual
- (9) Availability period for debt/ sukuk programme : The AT1 Programme shall be available for utilisation upon compliance with (or waiver of) all relevant conditions precedent to the satisfaction of the Lead Arranger for as long as the AT1 Programme subsists. The first Capital Securities shall be issued within sixty (60) business days from the date of lodgement with the Securities Commission of Malaysia ("**SC**").
- (10) Clearing and settlement platform :
 - MyClear
 - PayNet
- (11) Mode of issue :
 - Tender
 - Direct placement
 - Private placement
 - Book running
 - Book building
 - Bought deal
- (12) Selling restrictions :
 - Part 1 of Schedule 6 of the Capital Markets & Services Act, 2007 (CMSA)
 - Part 1 of Schedule 7 of the CMSA
 - Read together with Schedule 9 of CMSA
 - Other-Selling Restrictions at Issuance: The Capital Securities may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Capital Securities and to whom the Capital Securities are issued would fall within: (i) Part 1 of Schedule 6 (or

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Section 229(1)(b)) and Part 1 of Schedule 7 (or Section 230(1)(b)); and (ii) read together with Schedule 9 (or Section 257(3)) of the CMSA, as amended from time to time, and such other selling restrictions as may be applicable outside Malaysia. Selling Restrictions after Issuance: The Capital Securities may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Capital Securities and to whom the Capital Securities are issued would fall within: (i) Part 1 of Schedule 6 (or Section 229(1)(b)); and (ii) read together with Schedule 9 (or Section 257(3)) of the CMSA, as amended from time to time, and such other selling restrictions as may be applicable outside Malaysia.

- (13) Tradability and transferability : • Tradable & transferable
- (14) Other regulatory approvals required in relation to the issue, offer or invitation to subscribe or purchase PDS/sukuk, and whether or not obtained : Approval from BNM for the establishment of the AT1 Programme of up to RM1.0 billion in nominal value and to classify the proceeds of the Capital Securities issued under the AT1 Programme as Additional Tier 1 regulatory capital of ABMB. BNM's approval has been obtained on 26 September 2017 for the establishment of the AT1 Programme. It is a condition precedent for each issuance under the AT1 Programme to obtain BNM's prior approval for the issuance of the relevant tranche of Capital Securities.
- (15) Details of security/ collateral pledged : Unsecured
- (16) Details of guarantee : Not guaranteed
- (17) Convertibility of Issuance : Non-convertible
- (18) Exchangeability of Issuance : Non-exchangeable
- (19) Call option : Subject to the approval from BNM and the **Redemption Conditions** (as defined below) being satisfied, the Issuer may exercise its option to redeem the Capital Securities pursuant to Optional Redemption, Regulatory Redemption and Tax Redemption (as defined below).
Optional Redemption
The Issuer may, at its option and subject to the Redemption Conditions being satisfied, redeem the Capital Securities (in whole or in part) at the **Redemption Amount** (as defined below) on any **Optional Redemption Date** (as defined below).
"**Optional Redemption Date**" means a date to be determined prior to the issuance. In the case of a tranche of Capital Securities under the AT1 Programme, a date falling no earlier than the fifth anniversary of the relevant date of issuance ("**Issue Date**"), and any **Distribution Payment Date** (as defined in the paragraph entitled "*Interest/coupon payment frequency*") thereafter.
Tax Redemption
If there is more than an insubstantial risk that:
(i) the Issuer has or will become obliged to pay **Additional Amounts** (as defined in the paragraph entitled "*Withholding taxes*") or any taxes other than the Additional Amounts (if any), in relation to the Capital Securities; or
(ii) the Issuer is not able to obtain tax deductions under Malaysian corporation tax for the payment of **Distribution** (as defined in the paragraph entitled "*Interest/coupon or equivalent rate (%)*") made in respect of the Capital Securities, and the Issuer cannot, by taking reasonable measures available to it, avoid such additional obligations, then the Issuer may, at its option, redeem the Capital Securities (in whole or in part) at

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the Redemption Amount, subject to the Redemption Conditions being satisfied.

Regulatory Redemption

If any tranche of the Capital Securities (in whole or in part) no longer, either immediately or with the passage of time or upon either the giving of notice or the fulfillment of a condition, qualify as Additional Tier 1 capital of the Issuer for the purposes of BNM's capital adequacy requirements or any regulations applicable to the Issuer, then the Issuer may, at its option, and subject to the Redemption Conditions being met, redeem the Capital Securities (in whole or in part) at the Redemption Amount.

In the case of a partial redemption of a tranche of Capital Securities, the selection of the Capital Securities to be redeemed will be made by the Trustee on a pro rata basis, by lot or by such other method as the Trustee (with the agreement of the Issuer) will deem to be fair and appropriate.

In this paragraph, the following definitions have the following meanings:

"Redemption Amount" means in the case of an Optional Redemption, a Tax Redemption or a Regulatory Redemption, an amount equal to 100% of the nominal value together with any accrued but unpaid and uncanceled Distributions (if any) relating to the then current Distribution period (if any) up to (and excluding) the date on which the Capital Securities are redeemed.

"Redemption Conditions" means:

- (i) the Issuer is solvent at the time of redemption of a tranche of Capital Securities or part thereof and immediately thereafter;
- (ii) the Issuer:

- (a) shall replace that tranche of Capital Securities or part thereof to be redeemed with capital of the same or better quality and the replacement of such capital is done at conditions which are sustainable for the income capacity of the Issuer; or

- (b) demonstrates that its capital position is and can be sustained well above the minimum capital adequacy and capital buffer requirements as imposed by BNM after the redemption; and

- (i)
 - (iii) the Issuer has obtained the written approval of BNM prior to redemption of that tranche of Capital Securities or part thereof.

(20) Put option : No put option

(21) Details of covenants : a. **Positive covenants**

The positive covenants of the AT1 Programme shall include, but is not limited to the following:

- (i) The Issuer shall, at all times perform all its obligations and promptly comply with all provisions of the trust deed ("**Trust Deed**") and the Transaction Documents and the terms and conditions of the Capital Securities and immediately notify the Trustee in the event that the Issuer is unable to fulfill or comply with any of the provisions of the Trust Deed or any of the other Transaction Documents;

- (ii) The Issuer shall 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;

- (iii) The Issuer shall comply at all times with any and all requirements and rules, regulations and guidelines as may be issued and / or imposed by the SC and BNM, from time to time and the applicable provisions of the CMSA;

- (iv) The Issuer shall at all times maintain its corporate legal existence and exercise reasonable due 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, amongst others, that all necessary approvals and relevant licenses required for it to carry on its business are obtained other than where the failure to obtain such licenses or approvals, would not have a **Material Adverse Effect** (as defined below) on the ability of the Issuer to comply with its obligations under the Transaction Documents;

- (v) The Issuer shall at all times maintain a paying agent with a specified office in Malaysia;

- (vi) The Issuer shall procure that the paying agent shall notify the Trustee, through a Facility Agent, in the event that the paying agent does not receive any monies payable in respect of the Capital Securities from the Issuer on the due dates and in the manner as required under the Trust Deed

and the terms and conditions of the Capital Securities; and

(vii) Such other positive covenants deemed necessary or as may be advised by the Solicitors, including but not limited to the positive covenants which are required in order to comply with the Trust Deeds Guidelines (issued on 12 July 2011 and effective on 12 August 2011) issued by the SC ("**Trust Deeds Guidelines**").

b. **Negative covenants**

No negative covenant

c. **Financial covenants**

No financial covenant

d. **Information covenants**

The information covenants of the AT1 Programme shall include, but is not limited to the following:

(i) The Issuer shall deliver to the Trustee:

(a) a copy of its annual audited financial statements within one hundred and eighty (180) days after the end of its financial year;

(b) as soon as they become available (and in any event within ninety (90) days after the end of the first half of its financial year), copies of its unaudited half-yearly financial statements, which are duly certified by any one of its directors; and

(c) any other accounts, balance sheet, report, notice, statement, circular or other documents issued by the Issuer to its shareholders;

(ii) The Issuer shall no later than one hundred and eighty (180) days after the end of each financial year, deliver to the Trustee a certificate signed by an authorised signatory of the Issuer, certifying that the Issuer has complied with and performed its obligations under the Trust Deed and the terms and conditions of the Capital Securities and the other Transaction Documents and that there did not exist and there had not at any time existed, from the issue date of the Capital Securities or the date of the previous certificate, as the case may be, any **Enforcement Event** (as defined in the paragraph entitled "*Events of defaults or enforcement events*") and if such is not the case, the certificate should specify the same;

(iii) The Issuer shall promptly provide to the Trustee any information relating to its affairs to the extent permitted by law or as stipulated in the Trust Deed as the case may be, as the Trustee may from time to time require in order to discharge its duties and obligations as Trustee under the Trust Deed and other Transaction Documents;

(iv) The Issuer shall provide, to the extent permitted by law, all relevant financial and other information relating to the Issuer's business and its operations on a continuous basis to the Credit Rating Agency;

(v) The Issuer shall immediately notify the Trustee in writing in the event that the Issuer becomes aware of the following:

(a) upon the occurrence of any Enforcement Event, the Issuer shall take reasonable steps and / or such other steps as may be reasonably requested by the Trustee to remedy and / or mitigate the Enforcement Event;

(b) any circumstance that has occurred or any other matter that may materially prejudice the ability of the Issuer to perform its obligations under the Transaction Documents or in respect of the Capital Securities;

(c) any substantial change in the nature of the business of the Issuer;

(d) any change in the utilisation of the proceeds from the Capital Securities from that set out in the lodgement to the SC, the Information Memorandum (if any) or any of the Transaction Documents which sets out the purpose for which proceeds are to be utilised;

(e) any amount payable under the Capital Securities or that the Capital Securities becomes immediately enforceable;

(f) any change in the Issuer's withholding tax position or tax jurisdiction; and

(g) any other matter that may materially prejudice the interests of the holders of the Capital

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Securities.

(vi) Such other covenants deemed necessary or as may be advised by the Solicitors, including but not limited to the covenants which are required in order to comply with the Trust Deeds Guidelines.

"Material Adverse Effect" shall mean the occurrence of any event which materially and adversely affects the ability of the Issuer to perform any of its obligations under any of the Transaction Documents or which materially and adversely affects the business, financial position, shareholders' funds or operating results of the Issuer.

(22) Details of designated account(s) : No designated account

(23) Name of credit rating agency and credit rating :

No.	Credit Rating Agency	Credit rating	Final/ Indicative rating	Partial	Amount rated
1	RAM Rating Services Bhd (RAM)	BBB1	Indicative rating	No	MYR 1,000,000,000.00

(24) Conditions precedent : The conditions precedent of the AT1 Programme shall include, but is not limited to the following:
A. Main Documentation

The Transaction Documents have been duly executed and, where applicable, stamped and presented for registration.

B. The Issuer

- (i) Certified true copies of the Certificate of Incorporation, and the Constitution of the Issuer (if any);
- (ii) Certified true copies of the latest Forms 24, and the latest Forms 44 and 49 (or any other equivalent forms as prescribed under the Companies Act 2016) of the Issuer;
- (iii) A certified true copy of a board resolution of the Issuer authorising, among others, the execution of the Transaction Documents;
- (iv) A list of the Issuer's authorised signatories and their respective specimen signatures;
- (v) A report of the relevant company search of the Issuer; and
- (vi) A report of the relevant winding up search or the relevant statutory declaration of the Issuer (in form and substance acceptable to the Principal Adviser/Lead Arranger) signed by a director of the Issuer declaring that the Issuer is not wound up and that no winding up petition has been presented against the Issuer.

C. General

- (i) The requirements relating to the lodgement of the documents and information relating to the AT1 Programme in accordance with the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework ("**Guidelines on LOLA Framework**") as specified by the SC have been complied with;
 - (ii) Documentary evidence that the approval from BNM in respect of the establishment of the AT1 Programme has been obtained;
 - (iii) The Principal Adviser/Lead Arranger has received from its Solicitors a favourable legal opinion addressed to it and the Trustee advising with respect to, among others, the legality, validity and enforceability of the Transaction Documents and a confirmation addressed to the Principal Adviser/Lead Arranger that all the conditions precedent has been fulfilled;
 - (iv) Evidence that the AT1 Programme has obtained an indicative long-term rating of BBB1 by the Credit Rating Agency;
 - (v) Such other conditions precedent as may be advised by the Solicitors.
- It is a condition precedent for each issuance under the AT1 Programme to obtain BNM's prior approval for the issuance of the relevant tranche of Capital Securities.

(25) Representations and warranties : The representations and warranties of the AT1 Programme shall include, but is not limited to the following:
(i) The Issuer is duly established and validly in existence under the laws of Malaysia and has the power and authority to carry out its business;
(ii) The Issuer has the power to enter into the Transaction Documents and exercise its rights to

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- perform its obligations under the Transaction Documents;
- (iii) The Issuer's entry into and the exercise of the Issuer's rights and obligations under the Transaction Documents do not violate any existing law or regulation;
- (iv) The Transaction Documents are valid, binding and enforceable;
- (v) All necessary actions, authorisations and consents required under the Transaction Documents and the Capital Securities have been obtained and remain in full force and effect;
- (vi) The audited accounts of the Issuer are prepared in accordance with generally accepted accounting principles and standards and represent a true and fair view of the Issuer's financial position;
- (vii) There is no litigation which has a Material Adverse Effect, is presently in progress or pending or threatened against the Issuer or any of its assets;
- (viii) The Issuer has all licenses, 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 conducts its business, other than where the failure to obtain such licenses, permits, authorizations, approvals, orders and other concessions would not have a Material Adverse Effect;
- (ix) The information supplied do not contain any untrue statement or omit to state any fact the omission of which makes the statements misleading and are not misleading except that, when 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;
- (x) No event has occurred which would constitute an event of default or an Enforcement Event under the AT1 Programme or with the giving of notice or the lapse of time or other condition would constitute an event of default or an Enforcement Event as the case may be;
- (xi) 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 366 of the Companies Act 2016 (or its equivalent under any successor laws);
- (xii) 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; and
- (xiii) Any other representations and warranties as may be advised by the Solicitor.

- (26) Events of defaults or enforcement events, where applicable, including recourse available to investors :
- There are no events of defaults under the terms of the Capital Securities. However, the following are the occurrence of enforcement events (each an "**Enforcement Event**"): (i) A default made in the payment of any amount in respect of a tranche of the Capital Securities when due and payable, which default continues for seven (7) business days consecutively then, the Trustee may, at its discretion or shall (if directed to do so by a special resolution of the holders of the defaulted tranche of the Capital Securities), and without further notice, institute **Winding Up Proceedings** (as defined below) against the Issuer provided that, neither the Trustee nor such holders shall have any right to accelerate payment of such Capital Securities in the case of non-payment of Distribution on, or other amounts owing under, such Capital Securities or a default in the performance of any other covenant under the Transaction Documents by the Issuer.

For the avoidance of doubt:

- (a) the occurrence of such event in respect of a tranche of the Capital Securities shall not trigger an Enforcement Event in respect of the other tranches of the Capital Securities and,
- (b) no Distribution shall be due and payable if such Distribution has been cancelled or is deemed cancelled (in each case, in whole or in part) under the **Limitation on payment of distribution** (as defined in the paragraph entitled "*Limitation on payment of distribution*"); or
- (ii) If a Winding Up Proceeding (as defined below) commences in respect of the Issuer, or an effective resolution of the shareholders of the Issuer is passed for a Winding Up Proceeding in respect of the Issuer, the holders of the relevant tranche of the Capital Securities may, at such holders' option, declare (via the Trustee) the nominal value of and any accrued, unpaid and uncancelled Distribution amounts on the Capital Securities to be due and payable immediately, by a notice in writing to the Issuer. Upon such a declaration, such nominal value and any accrued, unpaid and uncancelled Distribution amounts shall become immediately due and payable.
- "Winding Up Proceeding"** means the occurrence of any of the following:

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(i) a court or agency or supervisory authority in Malaysia having jurisdiction in respect thereof shall have instituted a proceeding or entered a decree or order for the appointment of a receiver or liquidator in any insolvency, rehabilitation, readjustment of debt, marshalling of assets and liabilities, or similar arrangements involving the Issuer or all or substantially all of its properties, or for the winding up of or liquidation of its affairs and such proceeding, decree or order shall not have been vacated or shall have remained in force undischarged or unstayed for a period of sixty (60) days; or
(ii) the Issuer files a petition to take advantage of any insolvency statute.

(27) Governing laws : Laws of Malaysia.

(28) Provisions on buy-back : **Purchase and Cancellation**
Subject to the prior approval of BNM (but which approval shall not be required for a purchase done in the ordinary course of business), the Issuer or any of its subsidiaries or agents of the Issuer may at any time purchase the Capital Securities or part thereof at any price in the open market or by private treaty provided no **Non-Viability Event** (as defined in the paragraph entitled "*Non-Viability Event*") has occurred prior to the date of such purchase. If purchase is made by tender, such tender must (subject to any applicable rules and regulations) be made available to all holders of the Capital Securities equally. The Capital Securities purchased by the Issuer or its subsidiaries or agents of the Issuer (other than in the ordinary course of business) shall be cancelled and shall not be resold.

The Capital Securities purchased by other related corporations (other than its subsidiaries) or any interested person (as defined in the Trust Deeds Guidelines) of the Issuer, which includes the directors, major shareholders and chief executive officer, need not be cancelled but they will not entitle such related corporations or interested person of the Issuer to vote under the terms of the Capital Securities subject to any exceptions in the Trust Deeds Guidelines.

For the avoidance of doubt, subject always to the requirements of the Trust Deeds Guidelines, where the purchase of the Capital Securities by the Issuer or its subsidiaries (if any) or by agents of the Issuer (other than in the ordinary course of business) shall be cancelled and shall not be resold, neither the Issuer nor an affiliated party (as defined in the Capital Adequacy Framework) over which the Issuer exercises control or significant influence can purchase the Capital Securities, nor can the Issuer directly or indirectly have funded its purchase.

For the purpose of this paragraph, the term "**ordinary course of business**" includes those activities performed by the Issuer or any of its subsidiaries (if any), related corporations or agents for third parties i.e. the clients of the Issuer, its subsidiaries (if any) and related corporations, and excludes those performed for own account of the Issuer, its subsidiaries (if any) or related corporations.

(29) Provisions on early redemption : Please see the paragraph entitled "**Call option and details**".

(30) Voting : The holders of the Capital Securities shall vote on a "per tranche" basis and not on a collective basis.
The holders of the Capital Securities have no voting rights in any way whatsoever that are of an equivalent nature to those of the shareholders of ABMB.

(31) Permitted investments : No permitted investments

(32) Ta'widh (for sukuk) : Not applicable

(33) Ibra' (for sukuk) : Not applicable

(34) Kafalah (for sukuk) : Not applicable