

Principal Terms and Conditions of the SubNotes

The principal terms and conditions of each tranche of the SubNotes are set out below.

1. BACKGROUND INFORMATION

(a) Issuer

- (i) Name : AmPremier, a subsidiary of AmBank (M) Berhad (“**AmBank**”), incorporated in Malaysia under the Companies Act, 1965.
- (ii) Address : 22nd Floor, Bangunan AmBank Group
55, Jalan Raja Chulan
50200 Kuala Lumpur.
- (iii) Business Registration No : 842581-H
- (iv) Date/Place of Incorporation : 26 December 2008, Malaysia.
- (v) Date of Listing : Not listed on any exchange.
- (vi) Status
 - Resident/Non-Resident controlled company : Resident controlled company. Although foreign shareholders may hold more than 50% equity in AMMB Holdings Berhad (“**AHB**”), AmPremier is deemed resident controlled company by virtue of AmPremier's Board of Directors and management composition. This shareholding structure is a reflection of AHB's shareholding being a listed company.
 - Bumiputera/Non-Bumiputera controlled company : Non-Bumiputera controlled company.
- (vii) Principal activities : AmPremier was set up to issue SubNotes pursuant to the Proposed Issuance of SubNotes Programme whereby the proceeds of the issue are to be on-lent to AmBank.
- (viii) Board of Directors : (1) Mahdi Morad
(2) Sim How Chuah

- (ix) Structure of shareholdings and names of shareholders or, in the case of a public company, names of all substantial shareholders : AmPremier is a wholly-owned subsidiary of AmBank. AmBank is a wholly-owned subsidiary of AMFB Holdings Berhad (“AMFB”) which in turn is a wholly-owned subsidiary of AHB.
- The substantial shareholders of AmPremier as at 30 December 2008 are as follows:-

Name	No. of AmPremier shares / %	
	Direct	Indirect
AmBank	2 / 100%	
AMFB		2 # / 100%
AHB		2 ^ / 100%
Tan Sri Dato’ Azman Hashim		2 * / 100%
AmcorpGroup Berhad		2 * / 100%
Clear Goal Sdn Bhd		2 * / 100%
ANZ Funds Pty Ltd		2 * / 100%
Australia and New Zealand Banking Group Limited		2 * / 100%

Notes:

- # Deemed interested by virtue of its interests in AmBank.
- ^ Deemed interested by virtue of its interests in AmBank via its interests in AMFB.
- * Deemed interested by virtue of his/its interests in AmBank via his/its substantial interests in AHB.

(x) Authorised and Paid-Up
Capital

Authorised share capital : RM100,000 comprising 100,000 ordinary shares
as at 30 December 2008 of RM1.00 each ("**Ordinary Shares**")

Paid-up capital as at : 2 Ordinary Shares
30 December 2008

(b) Originator

Not applicable.

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2. PRINCIPAL TERMS AND CONDITIONS

(a) Name of parties involved in the proposed transaction (where applicable)

- (i) Principal Adviser : AmInvestment Bank
- (ii) Arranger(s) : N/A
- (iii) Valuers : N/A
- (iv) Solicitors : Adnan, Sundra & Low
- (v) Financial Adviser : N/A
- (vi) Technical Adviser : N/A
- (vii) Guarantor : N/A
- (viii) Trustee : Pacific Trustee Berhad
- (ix) Facility Agent : AmInvestment Bank
- (x) Primary subscriber(s) and amount subscribed : To be determined prior to each issuance in respect of issuance via bought deal basis only.
- (xi) Underwriter(s) and amount underwritten : N/A. AmPremier is proposing to issue the SubNotes via a direct placement without prospectus on a best effort basis or a bought deal basis or book running on a best effort basis.
- (xii) Central Depository : BNM
- (xiii) Paying Agent : BNM
- (xiv) Reporting Accountant : Ernst & Young (Firm No.: AF 0039)
- (xv) Others (please specify)
Lead Manager : AmInvestment Bank and any other parties as may be appointed by the AmPremier at its discretion.
Tax Adviser : Deloitte KassimChan Tax Services Sdn Bhd

(b) Facility description : Subordinated notes programme

- (c) **Issue size** : Up to RM500,000,000 in nominal value.
The total outstanding SubNotes shall not at any time exceed RM500,000,000 in nominal value
- (d) **Issue price** : 100% of the principal amount of the SubNotes.
- (e) **Tenor of the facility/issue** : **Facility**
Up to 60 years from the date of the first issuance of SubNotes.

The Issuer may issue the SubNotes at any time within the 30-year period from the date of the first issuance provided that the first issue is within two (2) years from the date of the SC's approval.

Issue

The tenor of the SubNotes will be 30 years.

On the Final Maturity Date, AmPremier shall redeem the SubNotes (in whole, but not in part) at the Redemption Amount.

“**Final Maturity Date**” in relation to a tranche means the Interest Payment Date 30 years from the issue date of the SubNotes
- (f) **Interest/coupon (%)** : The interest/coupon will be determined by Lead Manager(s), in consultation with AmPremier prior to the respective issuance.
- (g) **Interest/coupon payment frequency** : Subject to applicable law; the clause relating to “*Interest Payments*” and the clause relating to “*Limitation on Payments*”, Interest Payments will accrue on the relevant tranche of the SubNotes from (and including) the issue date of such SubNotes and will be payable in arrears on the following dates (each an “**Interest Payment Date**”) for each tranche:

(a) annually, semi-annually, or quarterly (to be determined by the Lead Manager(s), in consultation with AmPremier prior to the respective issuance) during the period from (and including) the relevant issue date to (but excluding) the 10th / 20th / 40th (depending whether it is a annual, semi-annual, or quarterly interest payments respectively during the Initial Interest Payment Period) Interest Payment Date (“**Initial Interest Payment Period**”); and

(b) thereafter, semi-annually in each year.

An “**Interest Period**” in respect of a tranche of SubNotes is the period from and including an Interest Payment Date (or the issue date, in case of the first Interest Period) to but excluding the immediately succeeding Interest Payment Date.

(h) **Interest/coupon payment basis** : (i) “**Interest Rate**” in respect of a tranche of SubNotes means a fixed rate per annum (to be determined prior to issuance).

The “**Interest Payment**” in respect of a tranche of the SubNotes in relation to an Interest Period shall be calculated by applying the relevant Interest Rate to the original principal amount of the SubNotes of such tranche, multiplied by the relevant Day Count Fraction.

Where appropriate, Interest Payments shall also include any Additional Amounts due and payable with respect thereto.

“**Day Count Fraction**” means in respect of any period, the actual number of days in the relevant period divided by 365.

(i) **Yield to maturity (“YTM”) (%)** : The YTM will be determined by the Lead Manager(s) in consultation with AmPremier prior to the respective issuance.

(j) **Security/collateral (if any)** : None.

- (k) **Details on utilisation of proceeds** : The proceeds of the issue of the SubNotes will be on-lent by AmPremier to AmBank through the Intercompany Loan (as defined in Appendix 1B). The proceeds of the subordinated loan shall be made immediately available to AmBank, without limitation, for its working capital and general banking purposes.
- (l) **Sinking fund (if any)** : None.
- (m) **Rating** : Final long-term rating of A3 from RAM Rating Services Berhad.
- (n) **Form and denomination** : The Proposed Issuance of SubNotes Programme forms part of the Proposed Issuance of NIT1 Programme.

The Proposed Issuance of NIT1 Programme is issued in accordance with:

- (a) the Code of Conduct and Market Practices for the Malaysian Corporate Bond Market issued by Institut Peniaga Bon Malaysia and approved by BNM (“**IPBM Code**”);
- (b) the Rules on Scripless Securities under the Real Time Electronic Transfer of Funds and Securities (“**RENTAS**”) System issued by BNM (“**RENTAS Rules**”); and
- (c) the Rules on Fully Automated System for Issuing/Tendering (“**FAST**”) issued by BNM (“**FAST Rules**”)

or their replacement thereof (collectively the “Codes of Conduct”) applicable from time to time.

The RENTAS Rules shall prevail to the extent of any inconsistency between the RENTAS Rules and the IPBM Code.

The SubNotes shall be in denominations greater or equal to RM1,000 each. Any amounts issued in denominations greater than RM1,000 will be in increments of RM1,000 or such other denomination as determined or allowed by BNM and in multiples of RM1,000 and will be represented at all times by a Global Certificate to be deposited with BNM, and is exchangeable for definitive bearer form only in certain limited circumstances.

The SubNotes will be stapled to the NCPCS and together will constitute a Stapled Security. The NCPCS and SubNotes cannot be traded separately until an Assignment Event occurs.

(o) Mode of Issue : The SubNotes may be issued via direct placement without prospectus on a best effort basis or a bought deal basis or book running on a best effort basis.

(p) Selling restriction : At Issuance

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

After Issuance

The SubNotes may not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia other than to persons falling within Schedule 6 or section 229(1)(b) and Schedule 9 or section 257(3) of the CMSA.

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

(r) Minimum level of subscription (RM or %) : 5% of the respective tranche of the SubNotes to be issued if the issuance is via book-building.

100% of the respective tranche of the SubNotes to be issued if the issuance is via private placement or bought deal.

- (s) **Other regulatory approvals required in relation to the issue, offer or invitation and whether or not obtained** :
- The Proposed Issuance of SubNotes Programme forms part of the Proposed Issuance of NIT1 Programme. In this respect, the Proposed Issuance of NIT1 Programme is subject to the following approvals being obtained:
- BNM's approval for the Proposed Issuance of NIT1 Programme and classification of the NCPCS as Tier 1 capital of AmBank for inclusion in the computation of the AmBank's RWCR. In addition, BNM's approval is required for the establishment of AmPremier. The BNM's approval has been obtained via its letter dated 23 December 2008; and
 - SC's approval on the waiver from compliance with certain provisions under the SC's Guidelines on the Minimum Contents Requirements for Trust Deeds in respect of the Proposed Issuance of SubNotes Programme.
- (t) **Conditions precedent** :
- To include but not limited to the following (in form acceptable to the Lead Manager):
- execution of all transaction documents;
 - delivery of the Issuer's Memorandum and Articles of Association, board resolution and other constitutional documents of the Issuer required by the Lead Manager;
 - evidence that the Stapled Securities have been accorded the requisite rating as stated in this Principal Terms and Conditions;
 - receipt by the Lead Manager of tax and legal opinions;
 - all representations and warranties made by AmPremier to the Lead Manager in the programme agreement remaining true and correct and there having been no material adverse change in AmPremier's financial condition; and

- receipt by AmPremier of all requisite regulatory approvals for the issuance of the SubNotes.

- (u) **Representations and warranties** : Representations and warranties typical and customary for financing of this nature, which shall include but not be limited to the following:-
- (a) that the Issuer is a company duly incorporated under the laws of Malaysia as a legal entity and has full power and authority to own its assets and carry on its business as it is now being carried on;
 - (b) that the Issuer has the power and capacity to execute, deliver and perform the terms of the Transaction Documents and the Issuer has taken all necessary corporate and other actions to authorise the execution, delivery and performance of the Transaction Documents;
 - (c) that no Enforcement Event has occurred;
 - (d) that to the best of the knowledge of the directors of the Issuer, the Issuer is not in liquidation and no steps have been taken by any person for or with a view to the appointment of a liquidator, receiver and/or manager or judicial manager of the Issuer or any of its assets or undertakings that would have a material adverse effect on the ability of the Issuer to comply with its obligations under the Transaction Documents;
 - (e) 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;

- (f) the written information provided to the Lead Manager and contained in the Information Memorandum are true, complete, accurate and not misleading and no circumstance or situation has arisen which would materially and adversely affect the condition of the Issuer (financial or otherwise) or the earnings, affairs or business prospects of the Issuer or the success of the issue of the SubNotes;
 - (g) that the audited financial statements and unaudited financial statements of the Issuer to be delivered to the Trustee from time to time in accordance with the trust deed have been prepared in accordance with all relevant laws and the approved accounting standards issued by the Malaysian Accounting Standards Board (save for matters specifically disclosed therein) consistently applied and give a true and fair view of the financial condition and results of operations of the Issuer, taken as a whole, as of the date or dates to which they were made up and that there has been no adverse change in the financial position of the Issuer taken as a whole, which is material in the context of the issue of the SubNotes since the date of such financial statements; and
 - (h) non-conflict with laws, contracts or constitutional documents in the execution of the Transaction Documents.
- (v) **Events of default** : Please refer to the clause relating to “*Limited Right of Acceleration*”.
- (w) **Principal terms and conditions for the warrants** : N/A as no warrants are issued.

(x) **Other principal terms and conditions for the issue**

- (i) **Optional Redemption** : On any Optional Redemption Date of a tranche of SubNotes, AmPremier may, at its option, redeem such tranche of the SubNotes (in whole, but not in part) at the Redemption Amount, subject to the Redemption Conditions being satisfied.

“Optional Redemption Date” in relation to a particular tranche of SubNotes, means any Interest Payment Date of that tranche.

“Redemption Conditions” in relation to each tranche means:

- (a) an Assignment Event (as defined in Appendix 1A) has occurred, and the SubNotes have been assigned to AmBank in connection therewith; and
- (b) AmPremier and AmBank, or AmBank, as the case may be, has obtained the written approval of BNM prior to redemption.

“Redemption Amount” in relation to each tranche means an amount equal to 100% of the principal amount for the respective tranche of the SubNotes together with Deferred Interest Amount, accrued but unpaid Interest Payments (if any) and any other amounts outstanding on the SubNotes up to (and excluding) the date on which the SubNotes are redeemed.

Upon an assignment of the SubNotes to AmBank following an Assignment Event, AmBank and AmPremier may redeem the SubNotes and the Intercompany Loan.

- (ii) **Redemption due to Aborting of Merger or Acquisition**

If the SubNotes were issued for the purpose of funding a merger or acquisition, which is subsequently aborted, AmPremier may, at its option, and subject to BNM’s prior approval, redeem the SubNotes (in whole, but not in part) at the Redemption Amount.

(iii) Tax Redemption : AmPremier may, at its option, redeem the SubNotes (in whole, but not in part) at the Redemption Amount, subject to the Redemption Conditions being satisfied, if a Tax Event occurs.

“**Tax Event**” means any time if there is more than an insubstantial risk, as determined by AmPremier or AmBank, and as certified by an external tax advisor, that AmPremier will be required to pay any Additional Amounts or will no longer be able to deduct interest in respect of the SubNotes or AmBank will no longer be able to fully deduct interest in respect of the Intercompany Loan for taxation purposes as a result of a change in any applicable law or regulation which comes into effect on or after the issue date.

(iv) Taxation and Additional Amounts : All payments by AmPremier in respect of the SubNotes shall be made free and clear of, and without withholding or deduction for taxes imposed, levied, collected, withheld or assessed by or within Malaysia or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, AmPremier shall pay such additional amounts (“**Additional Amounts**”) as will result in receipt by the holders of such amounts as would have been received by them had no such withholding or deduction been required.

(v)Regulatory Redemption : AmPremier may, at its option, redeem the SubNotes (in whole, but not in part) at the Redemption Amount, subject to the Redemption Conditions being satisfied, if a Regulatory Event occurs.

“**Regulatory Event**” means any time there is more than an insubstantial risk, as determined by AmBank or AmPremier, and as certified by an external legal advisor, that the NCPCS will no longer qualify as Non-Innovative Tier 1 capital of AmBank for the purposes of BNM’s capital adequacy requirements under any applicable regulations or guidelines.

(vi) Interest Payments : Each tranche of the SubNotes will bear interest at the respective Interest Rate and holders of that tranche of the SubNotes will be entitled to receive Interest Payments subject to:

- (a) AmBank meeting and continuing to meet BNM's minimum capital adequacy ratio requirements applicable to AmBank on the relevant Interest Payment Date following an Interest Payment; and
- (b) the Payment Limitation Condition not being met.

For the avoidance of doubt, if the Payment Limitation Condition is not met and AmBank does not meet BNM's minimum capital adequacy ratio requirements applicable to AmBank on the relevant Interest Payment Date, or if the Payment Limitation Condition is not met and AmBank would not continue to meet BNM's minimum capital adequacy ratio requirements applicable to AmBank following an Interest Payment, holders of the SubNotes will not be entitled to receive Interest Payments on the relevant Interest Payment Date.

(vii) Limitations on Payments : If the Payment Limitation Condition is met on the 15th business day prior to any Interest Payment Date, AmPremier may, at its option, elect not to pay Interest Payments on such Interest Payment Date provided that the Payment Limitation Condition continues to be met in the period from the 15th business day prior to such Interest Payment Date to (and including) such Interest Payment Date.

If AmPremier elects not to pay Interest Payments on such Interest Payment Date, such Interest Payment ("**Deferred Interest Amounts**") will be deferred and any such deferral and non-payment will not constitute or be deemed a default by AmPremier for any purpose whatsoever.

If AmPremier has not fully paid Interest Payments on an Interest Payment Date, the restrictions described in the clause relating to “*Capital and Dividend Stopper*” will apply.

Any payment of (a) dividends to shareholders of AmBank or AmPremier and/or (b) dividends or interest to holders of securities or instruments ranking junior to or pari passu with the SubNotes (or the Intercompany Loan, in the case of AmBank) and which contain deferral rights or rights of non-payment with respect to interest payment(s), in connection with the Payment Limitation Condition ceasing to exist, may only be made simultaneously with, or immediately following the full payment of Interest Payments on an Interest Payment Date.

The “**Payment Limitation Condition**” is deemed to be met if during the 6 month period immediately preceding any Interest Payment Date:

- (a) AmBank or AmPremier did not declare dividends, or make any interest payment(s), on other securities or obligations ranking junior to or pari passu with the SubNotes (or the Intercompany Loan, in the case of AmBank); and
- (b) AmBank or AmPremier did not redeem, purchase, repay or otherwise acquire any of its ordinary shares, preference shares or securities ranking junior to or pari passu with the SubNotes, or any securities or obligations of any of its subsidiary undertakings benefiting from a guarantee from AmBank or AmPremier, ranking, as to the right of repayment of principal, or in the case of any such guarantee, as to the payment of sums under such guarantee, pari passu with or junior to the SubNotes.

For the avoidance of doubt, no Interest Payment will be made if the payment of Interest Payments will result in AmBank breaching BNM's minimum capital adequacy ratio requirements.

(viii) **Capital and Dividend Stopper**

: In the event that AmPremier does not fully pay Interest Payments on an Interest Payment Date, then AmBank, AmPremier or any other subsidiary of AmBank or AmPremier shall not pay any dividend to shareholders or make any interest payment or distribution on any other securities or obligations ranking junior to or pari passu with the SubNotes which contain deferral rights or rights of non-payment with respect to interest payment(s) including other Non-innovative and Innovative Tier 1 Capital qualifying securities ("**Dividend Stopper**").

Furthermore, AmBank, AmPremier or any other subsidiary of AmBank or AmPremier shall not redeem, purchase, repay or otherwise acquire any of its ordinary shares, preference shares or securities ranking junior to or pari passu with the SubNotes, or any securities or obligations of any of its subsidiary undertakings benefiting from a guarantee from AmBank or AmPremier, ranking, as to the right of repayment of principal, or in the case of any such guarantee, as to the payment of sums under such guarantee, pari passu with or junior to the SubNotes, including other Non-innovative and Innovative Tier 1 Capital qualifying securities ("**Capital Stopper**").

The Dividend Stopper and Capital Stopper will apply until

- (a) AmPremier has paid the full amount of Interest Payments on the next annual / next two semi-annual / next four quarterly Interest Payments (depending on the applicable Interest Payments periods) during the Initial Interest Payment Period or the next two semi-annual Interest Payments after the Initial Interest Payment Period, as the case may be; or

(b) AmBank has set aside an amount sufficient to provide for the full payment of Interest Payments on the next annual / next two semi-annual / next four quarterly Interest Payments (depending on the applicable Interest Payment periods) during the Initial Interest Payment Period or the next two semi-annual Interest Payments after the Initial Interest Payment Period, as the case may be.

(ix) Subordination : The principal amount of, and Interest Payments and any Additional Amounts payable on, the SubNotes will be subordinated in right of payment upon occurrence of any Winding Up Proceeding, to the prior payment in full of all deposit liabilities and all other liabilities of AmPremier (including liabilities of all offices, branches and subsidiaries of AmPremier wherever located and any securities (whether subordinated or unsubordinated) of AmPremier that rank senior to the SubNotes) except, in each case, to those liabilities and securities which by their terms rank pari passu with or junior to the SubNotes.

Claims in respect of the SubNotes will rank pari passu and without preference among themselves and with the most junior class of notes or preference shares (if any) of AmPremier but in priority to the rights and claims of holders of the ordinary equity shares of AmPremier. For the avoidance of doubt, AmBank's payment obligations under the Intercompany Loan will rank pari passu with the NCPCS issued by AmBank in relation to the Stapled Securities.

“Winding Up Proceeding” means the occurrence of any of the following:

- (a) An agency or supervisory authority in Malaysia having jurisdiction in respect thereof shall have instituted a proceeding or a proceeding instituted in court or a court, agency or supervisory authority in Malaysia having jurisdiction in respect thereof 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 AmBank or AmPremier 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 30 days; or
- (b) AmPremier and any subsequent Substituted Issuer files a petition in accordance with any insolvency statute.

- (x) Amendments** : No provision of the SubNotes may be amended without the prior written consent of BNM if such amendment would or may result in the NCPCS not being treated as Non-Innovative Tier 1 capital of AmBank on a consolidated or unconsolidated basis.
- (xi) Guarantee** : The SubNotes will not be secured or covered by a guarantee of AmPremier or any related entity of AmPremier, or any other arrangement that legally or economically enhances the seniority of the claims of the holders of the SubNotes.

(xii) Limited Right of Acceleration : If an Enforcement Event occurs in respect of a tranche of SubNotes, then holders of that tranche of SubNotes may institute such proceedings as it chooses to enforce the obligations of AmPremier under the relevant SubNotes and/or institute Winding Up Proceedings against AmPremier but provided that no person shall have any right to accelerate payment of such SubNotes or of other tranche of SubNotes in the case of such default in the payment of any interest on or other amounts owing under any of the tranche of SubNotes or a default in the performance of any other covenants of AmPremier. If a Winding Up Proceeding occurs or an effective resolution of the shareholders of AmPremier is passed for a winding up of AmPremier, all the holders of the SubNotes of all tranches may declare that all the outstanding SubNotes to be due and payable immediately, by a notice in writing to AmPremier. Upon such a declaration, the outstanding amount together with interest to and including the date of repayment shall become immediately due and payable.

“Enforcement Event” means a default is made in the payment of relevant tranche Interest Payments on the SubNotes on the due date for payment thereof and such default continues for 14 days (other than non-payment of interest in accordance with Limitations on Payments).

- (xiii) Repurchase and Cancellation** AmBank or any of its subsidiaries may at any time purchase, subject to the prior approval of BNM, the SubNotes at any price in the open market or by private treaty. If purchases are made by tender, such tender must (subject to any applicable rules and regulations) be made available to all holders of the SubNotes equally. SubNotes purchased by AmBank or any of its related companies may not be used for voting purposes or for directing or requesting the Trustee to take any action. All SubNotes which are (a) redeemed or (b) purchased by AmBank or any of its subsidiaries (other than in the ordinary course of business) will forthwith, subject to the prior approval of BNM, be cancelled and accordingly may not be reissued or resold.
- (xiv) Voting Rights** : None.
- (xv) Governing Laws** : The SubNotes will be governed by, and construed in accordance with Malaysian Law.
- (xvi) Covenants** : Covenants typical and customary for financing of this nature.
- (xvii) Transaction Documents** : Transaction Documents shall refer to:-
- (a) Programme Agreement;
 - (b) Trust Deed;
 - (c) Depository and Paying Agency Agreement; and
 - (d) Any other legal documentation as may be advised by the legal counsel for the Lead Manager

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