

DRAFT

UNITED COMMERCIAL BANK LIMITED

As Issuer and Settlor

AND

PRIME BANK INVESTMENT LIMITED

As Trustee

TRUST DEED

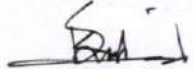
RELATING TO

**Issue of BDT 2,700,000,000 under private placement and
BDT 300,000,000 under public issue i.e. BDT
3,000,000,000 Unsecured, Contingent-Convertible, fully
paid-up, Non-Cumulative floating rate BASEL III
compliant, Perpetual bonds as part of Additional Tier-I
Regulatory Capital**


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahiruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

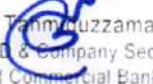

Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

CONTENTS¹

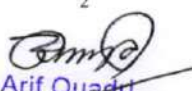
CLAUSE		PAGE
1.	Definitions and Interpretation.....	6
2.	Relation between the Parties.....	10
3.	Governing Law and Arbitration	10
4.	Description of the Trust.....	10
5.	Costs and expenses	12
6.	Description of the Trustee with rights, duties and obligations	17
7.	Trustee fee	19
8.	Modus Operandi of the Issue.....	21
9.	Call-option features	21
10.	Transfer of Bonds	21
11.	Rights duties and obligations of the Issuer or Originator.....	21
12.	Rights duties and obligations of the Investors (Bondholders).....	24
13.	Term and Termination of the Trust	25
14.	Rights and Obligation of the Other Contractual Parties.....	25
15.	Retirement and Substitution Of The Trustee and Appointment of New Trustee ..	25
16.	Meeting of Bondholders	26
17.	Amendment Provision of the Trust Deed.....	27
18.	Description of the Securities to be issued.....	28

¹ To be confirmed later


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tanmuzzaman, FCS
 DMO & Company Secretary
 United Commercial Bank Limited

2


Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited


Md. Kyzaul Haque
 Managing Director
 Prime Finance Capital Management Limited

19. Enforcement Of Charges Over The Collateral Securities, Guarantee Or Credit Enhancement	28
20. Payments.....	28
21. Notices	29
22. Severability.....	30
23. Counterparts.....	30

SCHEDULE 1

Terms And Conditions Of The Bonds	31
1. Certain Definitions	31
2. Status	38
3. Form, Denomination And Title	39
4. Transfers Of Bonds.....	39
5. Covenants	40
6. Coupon.....	43
7. Payments.....	44
8. Exercise Of Call-Option By The Issuer.....	47
9. Loss Absorption upon a Trigger Point Condition.....	47
10. Taxation.....	50
11. Enforcement.....	50
12. Meetings of Bondholders, Modification, Waiver And Substitution.....	51
13. Notices	52
14. Indemnification.....	52
15. Inconsistency	53
16. Governing Law	53



Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahiruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

³

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

17. Arbitration	53
SCHEDULE 2 PROVISIONS FOR MEETINGS OF BONDHOLDERS.....	54
SCHEDULE 3 FEATURES OF THE BOND	61


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tarmiduzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited


Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited


Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited

This **TRUST DEED** is made on the _____ day of _____, 2022.

BETWEEN:

- (1) **UNITED COMMERCIAL BANK LIMITED**, a banking company incorporated under the Companies Act, 1994 and carrying on its business as a scheduled bank with a license from the Bangladesh Bank under the Bank Companies Act 1991 (Act No. 14 of 1991) having its registered & Head Office at Bulus Center, Plot-CWS-(A) -1, Road No. 34, Gulshan Avenue, Dhaka-1212, Bangladesh (the "**Issuer & Settlor**", which expression shall include unless it is repugnant to the context or meaning thereof, its successors in interest, legal representatives, administrators and assigns); and
- (2) **PRIME BANK INVESTMENT LIMITED** a public limited company incorporated under the Companies Act 1994 having its registered office at Tajwar Centre (5th Floor), Road, 19/A, House, 34 Kemal Ataturk Ave, Dhaka 1212, Bangladesh (the "**Trustee**", which expression shall include where the context admits, all persons for the time being the trustee or trustees of this Trust Deed).


WHEREAS

- (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 the resolutions of the Board of Directors of the Issuer made in the _____ meeting held on _____, 202__ and pursuant to the special resolution passed by its shareholders at the ___ (extra ordinary) annual general meeting held on) _____, authorised the creation and issue of BDT 3,000,000,000.00 in aggregate principal amount of unsecured, contingent-convertible, fully paid-up, non-cumulative, BASEL III compliant, coupon-bearing perpetual Bond as part of Additional Tier-I Regulatory Capital (the "**Bonds**") to be constituted in relation to this Trust Deed. The issue may take place in multiple tranches.
- (C) The proceeds of the Bonds shall be utilised by the Issuer for raising perpetual debt as part of additional Tier-I Regulatory Capital following "Guideline of Risk


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office: Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rashed Haque
Managing Director
Prime Finance Capital Management Limited


Based Capital Adequacy (Revised Regulatory Capital Framework in line with Basel III) of Bangladesh Bank (as defined in the Conditions).

- (D) Issuer has decided that Bonds i.e. BDT 3,000,000,000.00 of which BDT 2,700,000,000.00 will be subscribed by the Eligible Investors through private placement and BDT 300,000,000.00 will be subscribed by the Eligible Investors through public issue.
- (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. For public issue of the Bonds, the Bondholders' right and claim shall be established and settled in accordance with the terms and conditions of the Bond Documents including Prospectus the Information Memorandum and this Trust Deed.
- (F) The Issuer has appointed **UCB Investment Limited**, having its Head Office at Plot-CWS-(A)-1, Road No-34, Gulshan Avenue, Dhaka-1212, as the "**Arranger**" to the Issue vide the Mandate Letter dated _____, setting out the terms and conditions of the appointment as stated therein for the purpose of the private and public issue of the Bonds under the Information Memorandum (as defined below) as approved by the Bangladesh Securities and Exchange Commission ("**BSEC**").
- (G) The BSEC has duly consented to the issuing of the Bonds, through a consent letter dated _____, (Ref: _____).
- (H) The Bangladesh Bank has duly approved to the issuing of the Bonds, through a letter dated 12.12.2022 (Ref: BRPD(BS)661/14B(P)/2022/12400).
- (I) The Arranger in consultation with the Issuer as Settlor has decided to create a trust for the said Bonds and the Bondholders shall be beneficiary of the said trust and the said trust shall be known as "**UCB 2ND PERPETUAL BOND TRUST**"².

² Please confirm


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahiruzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Aszad Haque
Managing Director
Prime Finance Capital Management Limited

- (J) The Issuer shall appoint **PRIME BANK INVESTMENT LIMITED** as Trustee in respect of the Bonds and provide evidences for proper utilization and repayment/redemption of the issue. The Trustee shall be entitled to get fees for their services as provided for herein.
- (K) 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 empower 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.

The Trustee has, at the request of the Issuer, consented to act as trustee and the BSEC has accorded consent to **PRIME BANK INVESTMENT LIMITED** to act as the trustee of the Bonds in its letter dated _____ (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:

"**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 11.3.9 (*Authorised Signatories*);


"**Bond Documents**" means the Bonds (including, without limitation, the Conditions), the Trust Deed, the Subscription Agreement and the Agreement entered into by the Issuer with Central Depository Bangladesh Limited (CDBL) to provide facilities for dematerialization of the Bonds, and the 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 by the CDBL;

"**BSEC**" means Bangladesh Securities and Exchange Commission;


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

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

"**CDBL**" means the Central Depository Bangladesh Limited registered as a Depository by the Securities and Exchange Commission under section 4 of The Depositories Act 1999, and regulation 5 of The Depositories Regulations 2000;

"**CDBL Bye Laws**" means the CDBL Bye Laws issued by Central Depository Bangladesh Limited in exercise of the powers conferred by section 18 of the Depositories Act, 1999 that defines the acts and responsibilities of the CDBL, Depository Participants, and Issuers;

"**Conditions**" means the terms and conditions in the form or substantially in the form set out in Schedule 1 (*Terms and Conditions of the Bonds*) and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Bonds accordingly;

"**Escrow Account**" means a designated bank account opened by the Issuer in its name with _____, being number _____.

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

"**Fee Letter**" means the fee letter (EOI letter and Acceptance Letter) between the Issuer and the Trustee dated _____;

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

"**Information Memorandum**" means the information memorandum dated _____ which is circulated by the Arranger to the prospective investor on the instructions of the Issuer;

"**Issue Date**" means the date of issue of the Bonds in favour of the respective Investors as per the individual Subscription Agreement;


"**Arranger**" means, **UCB Investment Limited**, Plot-CWS-(A)-1, Road No-34, Gulshan Avenue, Dhaka-1212, Bangladesh;

"**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


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

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

- (a) those which have been recalled in accordance with this Trust Deed;
- (b) those in respect of which the date for recall in accordance with the provisions of the Conditions has occurred and for which the call moneys (including all interest accrued thereon to the date for such recall) have been duly paid by the Issuer (and, where appropriate, notice to that effect has been given to the Bondholders in accordance with Condition 13(*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 19.1 (*Legal Proceedings*) and 17.1 (*Waiver*), Conditions 5 (*Covenants*), 12 (*Meetings of Bondholders, Modification, Waiver and Substitution*) and 13 (*Notices*) of 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;


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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

"Prospectus" means any document, including a red-herring prospectus, draft prospectus, information memorandum and/or offer document, submitted to the BSEC by the Issuer communicating the Issuer's terms and conditions for the issue of Bonds to the respective Eligible Investors;

"Register" means the register of the Bondholders as per the CDBL Bye Laws;

"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;

"Risk Premium" means the premium to be paid by the Issuer in addition to the stipulated Coupon or Profit Rate of the Bonds *in order to compensate the increased level of risk caused due to* downgrade of credit rating of the Issuer, as set out under clause 11.3.11 (*Risk Premium*) hereunder.

"Rules" means Bangladesh Securities and Exchange Commission (Debt Securities) Rules 2021 issued by the Bangladesh Securities and Exchange Commission;

"this Trust Deed" means this Trust Deed and the Schedules attached hereto (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 $66\frac{2}{3}$ per cent. 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.


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Terminuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

10

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

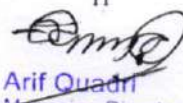
1.2 Principles of interpretation

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:* any additional amounts which may be payable under Condition 10 (*Taxation*);
- 1.2.3 *Tax:* costs, charges, duties or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof as per the law of the land;
- 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 *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*;
- 1.2.9 *Continuing:* a default is "**continuing**" if it has not been remedied or waived;
- 1.2.10 *Persons:* a person includes a reference to that person's legal personal representative, successors and permitted assigns and transferees; and


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmidul Islam, FCS
DMD & Company Secretary
United Commercial Bank Limited

11

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

1.2.11 *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.

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**

UNITED COMMERCIAL BANK LIMITED as Issuer & Settlor has agreed to appoint **PRIME BANK INVESTMENT LIMITED** as Trustee for the **UCB 2ND PERPETUAL BOND TRUST** for the purpose of raising perpetual debt as part of additional Tier-I Regulatory Capital following "Guideline of Risk Based Capital Adequacy (Revised Regulatory Capital Framework in line with Basel III) of Bangladesh Bank, 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


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

12

Arif Quader
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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. The award of the arbitration tribunal is final and shall be binding upon both the parties.

4. DESCRIPTION OF THE 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 "**UCB 2ND PERPETUAL BOND TRUST³**". There shall be a seal of the Trust under the name and style of "**UCB 2ND PERPETUAL BOND TRUST**" and all acts shall be done and all books of account of the Trust shall be maintained, kept and operated under the foregoing

³ Please Confirm


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tanmiazaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

name. The purpose of the Trust is the protection, preservation and representation of rights, interest and liabilities of the Beneficiaries under the Bonds

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 Tajwar Centre (5th Floor), Road, 19/A, House, 34 Kemal Ataturk Ave, 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 Date of Termination of the Trust

4.7.1 The Trust shall only be extinguished when all liabilities, if any, are paid in full in accordance with this Trust Deed and the Conditions.

4.7.2 The Bonds are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right to repay them in accordance with the Condition 8 (*Exercise of Call-Option by the Issuer*) by exercising its call option. Any exercise of call option of the Bonds is subject to the prior consent of Bangladesh Bank.

4.7.3 Notwithstanding anything to the contrary in this Trust Deed or the other Bond Documents, the Settlor may revoke the Trust with the express consent of all Beneficiaries of the Trust and the permission from the BSEC.

4.8 Objects and Undertakings of the Trust

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

- 4.8.1 to hold the benefit of the covenants made by the Issuer in this Trust Deed and the Conditions on trust for the exclusive interest of the Bondholders;
- 4.8.2 to open such accounts as the Trustee deems necessary for discharging the functions of Trustee;
- 4.8.3 to manage and administer the Bonds in accordance with the terms of this Trust Deed and to execute, acknowledge, confirm or endorse any


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahmuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

14

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

agreements, documents, deeds, instruments and papers in connection therewith;

- 4.8.4 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;
- 4.8.5 to implement, give effect to and facilitate the Conditions and such other documents, deeds and agreements in contemplation thereof or in connection therewith;
- 4.8.6 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
- 4.8.7 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

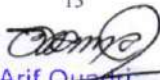
- 5.1.1 *Expenses to the Issue:* All costs and expenses in connection with the issue of Bonds is on account of the Issuer. Issuer shall reimburse to the Trustee all costs and expenses incurred by the Trustee at the time of Issue of Bond. The Trustee will notify the Issuer before incurring any cost.
- 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 as per the laws of the land.


5.2 Costs and Expenses of the Trustee

- 5.2.1 *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


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

15

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office Gulshan Avenue
10A-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

in relation to, this Trust Deed, including but not limited to any stamp, issue, registration, annual fees, 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 Trustee will notify the Issuer before incurring any cost. However, where cost being incurred for or being associated with BSEC, the Trustee will notify the Issuer requesting for reimbursement.

- 5.2.2 *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 6.1.12(*Trustee Liability*) shall apply in relation to these provisions and that the Trustee had exercised reasonable care in the appointment of such person;


5.3 **Stamp duties**

The Issuer will pay all stamp duties, registration taxes, capital duties and other similar duties or taxes (if any) payable on, subject to prior written consent from Issuer (a) the constitution and issue of the Bonds, (b) the initial delivery of the Bonds (c) the execution of this Trust Deed.

5.4 **Indemnities separate**

- 5.4.1 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 5.2.2(*Indemnity to the Trustee*) shall be deemed to constitute a Liability suffered by the Trustee or the Bondholders.

Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmeezuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

16

Afif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office: Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

5.4.2 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.

5.5 **Subscription Agreement with the Holders of the Bonds**

5.5.1 Taxes

All payments in respect of the obligations of the Issuer under the Subscription Agreement shall be made as per the prevailing laws of the land.

5.5.2 Stamp duties

The Issuer shall pay all stamp, registration and other Taxes which may be payable upon or in connection with the creation and issue of the Bonds and the execution of the Subscription Agreement and the Bond Documents, subject to prior consent from the Issuer.

6. **DESCRIPTION OF THE 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 Bangladesh Securities and Exchange Commission (Private Placement of Debt Securities) Rules 2021 together with all its amendment, modification or ratification thereof.

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


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

17

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

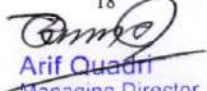
information may be sent or obtained by letter, telegram, telex, cablegram or facsimile transmission. However, the trustee should also perform the standard due diligence process in case of receipt of any advice, whatever means the communication form either print or electronic, in relation to the issuance of the bond;

- 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 *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

Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tanmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

18

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212



Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

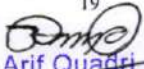
of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whenever made upon the Trustee, and whether in connection with or arising from any sums received 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 act to make such deduction or withholding as per the prevailing laws of the land.

- 6.1.7 *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 6.1.7 shall survive the termination or expiry of this Trust Deed or the removal or termination of the Trustee.
- 6.1.8 *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 of 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.
- 6.1.9 *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,


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahirul Hossain, FCS
DMD & Company Secretary
United Commercial Bank Limited


19

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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.

- 6.1.10 *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). In this connection prior approval from the Issuer should be obtained by the Trustee.
- 6.1.11 *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, subject to prior approval from the Issuer; and
- 6.1.12 *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.
- 6.1.13 *Right to Sue:* The Trustee may sue and may be sued on behalf of the Bondholders.
- 6.1.14 *Rating Trigger:* in case a downgrade of credit rating (i.e. below the rating trigger) of the Issue under surveillance rating, the Trustee shall ensure the collection of Risk Premium from the Issuer or originator for the


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

20

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

Bondholders/beneficiaries as per declaration in this Trust deed or IM, aimed at securing the lender claims from the borrower's higher risk level.

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 Bangladesh Securities and Exchange Commission (Debt Securities) Rules 2021 and any subsequent amendments, modifications or ratifications thereof.
- 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. However, in case of any non-compliance of the Issuer, the trustee shall first provide a copy of the report to the Issuer with details of such non-compliance and then submit to the BSEC;
- 6.2.5 *Notification of call or repayment:* immediately upon receipt of notice from the Issuer regarding a Call Exercise Date in respect of any Bond, give to the respective Bondholders notice in writing of the amount of such redemption or purchase by the Issuer pursuant to the Conditions;
- 6.2.6 *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 he shall keep the BSEC and the Issuer informed about the


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

21

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezail Haque
Managing Director
Prime Bank Investment Limited

number, nature and other particulars of the complaints received and the manner in which such complaints have been redressed;


- 6.2.7 *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;
- 6.2.8 *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;
- 6.2.9 *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 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;
- 6.2.10 *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;
- 6.2.11 *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;
- 6.2.12 *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;


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

22

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

6.2.13 *Agents:* Subject to the provisions of the Trust Act 1882 and Bangladesh Securities and Exchange Commission (Debt Securities) Rules 2021, 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 provided the Trustee shall have exercised reasonable care in the selection of any such agent. the Trustee shall not 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;

6.2.14 *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.

6.2.15 *Determination of Coupon Rate:* the Trustee shall determine Applicable Coupon Rate in accordance with Condition of the Bond.

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 66²/₃ percent in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of Bondholders.


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tazimuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

²³

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

- 6.3.2 The Trustee will not 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 *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 execution of this Trust Deed. Such remuneration shall be payable on each anniversary from the date hereof and shall be paid upfront and non-refundable. The first of such fee is payable in full no later than seven days from and including the date of signing of the trust deed, with each subsequent annual fee to be paid in full annually on the same calendar date for the life of the Trust Deed.;
- 7.1.2 *Extra Remuneration:* In the event of the occurrence of a default or the Trustee (after prior approval from the Issuer to the extent reasonably practicable in the circumstances) 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 value added tax over the remuneration of the Trustee shall be determined as per the prevailing laws of the land;
- 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

Md. Rizwan Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahimuzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited

24

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

scope of the normal duties of the Trustee under this Trust Deed, or upon such additional remuneration;

such matters shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Issuer (the expenses involved in such nomination and the fees of such investment bank being borne by the Issuer) and the determination of any such investment bank 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, regulatory fees, 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 7.1.5 (*Expenses*) and 5.2.2 (*Indemnity to the Trustee*) shall be payable by the Issuer against presentation of invoices by the Trustee and such payment shall be made within the time frame stipulated in such invoice;
- 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.

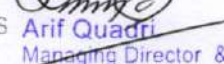
8. MODUS OPERANDI OF THE ISSUE

8.1 Application Procedure

The Bonds shall be distributed 90% through private placement and 10% under public issue. Each Investor (Bondholder) under private placement shall enter into a separate Subscription Agreement with respect to their investment with the Issuer and shall be bound by the terms and conditions set out in the Subscription


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited

25

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212

ATM Tahsinuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

Agreement and the Trust Deed containing in details of the rights and obligations of the Investor(s).

8.2 **Allotment**

On the Date of Allotment, the Issuer shall allot and issue the Bonds in favour of the respective Bondholder. The Bonds will be allotted according to the Bangladesh Securities and Exchange Commission (Debt Securities) Rules, 2021.

8.3 **Refund**

Not applicable at the time of Issuance. However, subject to receiving proper consent from the regulatory authorities Refund in relation to the subscription may be possible upon mutual agreement between the Issuer and each Bondholder.

8.4 **Transfer**

Bonds are transferable subject to the Terms and Conditions set out in this Trust Deed.

8.5 **Trading or listing with the stock exchange:**

The Bonds shall be listed with stock exchange(s) and the trading or listing procedure of the Bonds shall be allowed in accordance with and as per, instructions from the Bangladesh Securities and Exchange Commission (BSEC).

8.6 **Repayment and Redemption features of the Bond**

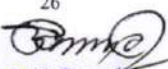
Coupon on the Bonds shall be paid on semi-annual basis on the Coupon Payment Dates, as set out in the Condition attached in Schedule 1 (*Terms and Conditions of the Bonds*) of this Trust Deed. The Bonds are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right to repay them in accordance with the Condition 8 (*Exercise Of Call-Option By The Issuer*) by exercising its call option.


8.7 **Details of conversion or exchange option**

Bonds are unsecured and contingent-convertible subject to the Terms and Conditions set out in this Trust Deed.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tanmuzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited

26

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rashedul Haque
Managing Director
Prime Finance Capital Management Limited

9. **CALL-OPTION FEATURES**

Each Bond shall be redeemed in accordance with Condition 8 (*Exercise of Call-Option by the Issuer*).

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*) and the CDBL Bye Laws.

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

11.1 **Covenant to Repay**

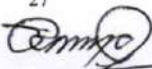
The Issuer covenants with the Trustee that it will, as and when the Bonds or any of the coupon payment under the Bonds become due for payment or any of them becomes due to be repaid in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee in Bangladesh Taka in Dhaka in immediately available freely transferable funds, the coupon payments or any of them becoming due for payment, 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 Trust Deed or any of them outstanding from time to time as set out in the Conditions *provided that*:

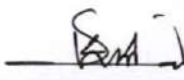
- 11.1.1 every payment of coupon in respect of the Bonds or any of them made to the Bondholder shall satisfy, to the extent of such payment;
- 11.1.2 if any payment coupon in respect of the Bonds or any of them is made after the due date, payment shall be deemed not to have been made until either the 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 Trustee; and
- 11.1.3 in case of the Issuer exercising the call option, where payment of the whole or any part of the principal amount due in respect of any Bond is improperly withheld or refused penalty shall accrue at applicable rate as per the reference rate for the Bond on the whole or such part of such


Md. Rezail Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahimuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

27

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

principal amount from the date of such withholding or refusal until the date on which such principal amount due is paid to the Bondholders.

The Trustee will hold the benefit of this covenant and the covenants in Clause 11.2 (*Covenant to comply with Trust Deed and Conditions, Schedules and applicable law*) and Clause 11.3 (*Covenants by the Issuer*) on trust for the Bondholders.

11.2 Covenant to comply with Trust Deed, Conditions, Schedules and applicable law

11.2.1 The Issuer hereby covenants with the Trustee to comply with, perform and observe all those provisions of this Trust Deed, 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.

11.2.2 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 Bangladesh Securities and Exchange Commission (Debt Securities) Rules 2021. 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.

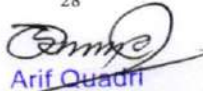
11.2.3 The Trustee shall itself be entitled to enforce the obligations of the Issuer under the Bonds and the Conditions and the applicable law as if the same were set out and contained in this Trust Deed which shall be read and construed as one document with the Bonds.


11.3 Covenants by the Issuer

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


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tarekuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

28

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezad Haque
Managing Director
Prime Finance Capital Management Limited

11.3.1 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;

11.3.2 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.

11.3.3 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;

11.3.4 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;

11.3.5 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;

11.3.6 Notification of non-payment


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMS & Company Secretary
United Commercial Bank Limited

29

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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;

11.3.7 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;

11.3.8 Notification of Call Exercise Date

Not less than 30 (thirty) days prior to the Call Exercise Date 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;

11.3.9 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

11.3.10 Payments

Pay moneys payable by it to the Trustee hereunder without set off, counterclaim, deduction or withholding, unless otherwise compelled by laws of the land.

11.3.11 Escrow Account:

Maintain an Escrow Account for the purpose of receiving the proceeds raised through the issuance of the Bonds and utilisation thereof.

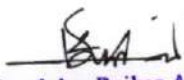
12. **RIGHTS DUTIES AND OBLIGATIONS OF THE INVESTORS (BONDHOLDERS)**

12.1 Each investor (Bondholder) shall enter into a separate Subscription Agreement with the Issuer and shall be bound by the terms and conditions contained in such


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahirul Islam, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office: Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezabul Haque
Managing Director
Prime Finance Capital Management Limited

Subscription Agreement containing in details the rights and obligations of the investors, and which shall be an integral part of this Trust Deed.

- 12.2 The rights of the Bondholder are several and any debt or other obligation arising under the Subscription Agreement at any time from the Issuer to any other Bondholder(s) shall be a separate and independent debt. Each Bondholder will be entitled to protect and enforce its individual rights independently of any other Bondholder and it shall not be necessary for any other Bondholder(s) to be joined as an additional party in proceedings for such purpose.
- 12.3 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 (*Terms and Conditions of the Bonds*).
- 12.4 Each Bondholder has the right to receive coupon on the Bond on the Coupon Payment Date as set out in the Condition attached in Schedule 1 (*Terms and Conditions of the Bonds*).
- 12.5 Each Bondholder has the right to attend meeting of the Bondholders and vote therein in accordance with Condition 12 (*Meetings of Bondholders, Modification, Waiver and Substitution*).
- 12.6 The Issuer shall fully indemnify the Bondholder(s) from and against any expense, loss, damage or liability which any of them may incur as per provisions of this Trust Deed in connection with the enforcement, protection or preservation of any right or claim of the Bondholders under the Transaction Documents.

13. **TERM AND TERMINATION OF THE TRUST**

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

14. **RIGHTS AND OBLIGATION OF THE OTHER CONTRACTUAL PARTIES**

14.1. **Lead Arranger:**


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

31

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

Pursuant to the Mandate Letter (Ref: _____) dated _____, the Issuer has been appointed UCB Investment Limited as the Arranger for the issuance of UBL 2nd Perpetual Bond⁴ having an aggregate issue size of BDT 3,000,000,000 (BDT three thousand million), setting out the terms and conditions of the appointment as stated therein for the purpose of the public issuance of the Bonds the terms of which is detailed under the Information Memorandum (as defined below) and subjected to the approval of BSEC.

14.2. Credit Rating Agency:

For the purpose of conducting the bond rating service for the UBL 2nd Perpetual Bonds having issue size of BDT 3,000,000,000 (BDT three thousand million) (which shall be referred to as "Rated Subject") the Issuer has appointed Emerging Credit Rating Ltd.⁵ the ("Credit Rating Agency" or "CRA") under the terms and covenants as detailed under Credit Rating Agency Agreement dated _____ executed by and between the Issuer and the CRA to be conducted as per the Credit Rating Companies Rules, 1996 issued by the BSEC and the Standard Methodology and Ethical Code of the CRA etc.

Moreover, for providing the requested rating services for the Rated Subject, the Issuer agrees to make payment to the CRA as per the payment schedule mentioned under Credit Rating Agency Agreement dated _____, up to end of bond maturity for any debt instrument as per requirements of the Credit Rating Companies Rules, 1996.

14.3. Legal Counsel:

Pursuant to the Letter issued under Ref. _____ dated _____ the Issuer agrees to appoint Lex Juris as the Legal Counsel of the UBL 2nd Perpetual Bonds in order to provide legal advice and legal assistance or any other legal services deliverables to the Issuer in relation to the issuance as per the following scope:

⁴ Drafting Note: To be confirmed.

⁵ Please confirm if **Emerging Credit Rating Ltd.** is the Credit Rating Company for both the Issuer and the Issue


Md. Resaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

32

Arif Quader
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

- 14.3.1. Draft, negotiate and finalize Trust Deed, Subscription Agreements and other ancillary documents in relation to the issuance of the Bonds;
- 14.3.2. Provide necessary legal opinion on various issues as required upon execution of the Bond Documents;
- 14.3.3. Assist with registering the required agreements, documents and related forms with the respective authorities and entities and
- 14.3.4. Attend meetings, telephone calls, discussions, correspondences, perusals and any other services incidental to the completion of the transaction in various stages for the issuance of Bond.

14.4. **Any Other Contractual Party:**

The rights and obligations of any other contractual party should be governed by the respective contract or agreement entered into by the parties therein.

15. **RETIREMENT AND SUBSTITUTION OF TRUSTEE AND APPOINTMENT OF NEW 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.

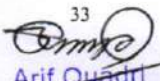
15.2 **Attorneys**

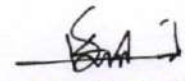
The Issuer hereby irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred 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


 Md. Rezal Haque
 Managing Director
 Prime Finance Capital Management Limited


 Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahmiduzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

33

 Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


 Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

co-trustee, shall for the purposes of this Trust Deed be treated as costs, charges and expenses incurred by the Issuer. However Trustee will take express written prior permission of Issuer regarding appointment an Attorney, and expenses to be incurred.

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 therefore 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 15.3, 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. In addition to that, such removal shall not affect any antecedent claim till the date of removal.


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,


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahmduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

34

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

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. In such case the Trustee will notify the Issuer and Bondholders in writing immediately after decision of the Board of the Trustee

15.7 **BSEC approval required**

Notwithstanding anything to the contrary in this Clause 15, 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. **AMENDMENT PROVISIONS OF THE 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 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 66²/₃ 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


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmeena Zaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

35

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezwan Haque
Managing Director
Prime Finance Capital Management Limited

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. **DESCRIPTION OF THE SECURITIES TO BE ISSUED**


18.1 **Description of the Bond**

The Issuer has authorised the creation and issuing of total 600,000 numbers of **UCB 2ND PERPETUAL BOND** valuing BDT 3,000,000,000 (BDT three thousand million) in aggregate principal amount (i.e. BDT 2,700,000,000 (Taka two thousand seven hundred million) under private placement and BDT 300,000,000 (Taka three hundred million) under public offer), to be constituted in relation to this Trust Deed.

18.2 **Description of the Collateral Securities, Guarantee or Credit Enhancement**

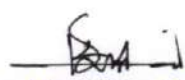
The Bonds to be issued are unsecured in nature, and hence no collateral securities or guarantees or credit enhancements are to be charged with Trustee of the Bonds.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahiruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

36

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezabi Haque
Managing Director
Prime Finance Capital Management Limited

19. **ENFORCEMENT OF CHARGES OVER THE COLLATERAL SECURITIES, GUARANTEE OR CREDIT ENHANCEMENT**

19.1 **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.

19.2 **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 coupon 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.

20. **PAYMENTS**

20.1 **Application of Moneys**

All moneys received by the Trustee in respect of the Bonds or amounts payable under this Trust Deed will despite any appropriation of all or part of them by the Issuer (including any moneys which represent coupon in respect of Bonds which


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmeenauzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

37

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

have become void under the Conditions) be held by the Trustee on trust to apply them:

- 20.1.1 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;
- 20.1.2 secondly, in or towards payment *paripassu* and rateably of all arrears of coupon payment remaining due and unpaid in respect of the Bonds;
- 20.1.3 thirdly, in or towards payment *paripassu* and rateably of all payment remaining due and unpaid in respect of the Bonds; and
- 20.1.4 fourthly, the balance (if any) in payment to the Issuer for itself.

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

20.2 **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 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. On making payment in respect of the Bonds, the Trustee on behalf of the Issuer or if necessary the Issuer shall give intimation to CDBL for making necessary updates in the CDBL System and the respective BO Accounts by reducing the balances against such payments.

21. **NOTICES**

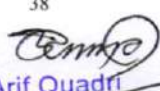
21.1 **Addresses for notices**

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

- 21.1.1 *Issuer*: If to the Issuer, to it at:


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahimuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

38

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezak Haque
Managing Director
Prime Finance Capital Management Limited

UNITED COMMERCIAL BANK LIMITED

Head Office
Bulus Center, Plot-CWS-(A) -1
Road No. 34, Gulshan Avenue
Dhaka-1212, Bangladesh
E-mail: _____

Attention: Mr. _____, _____

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

PRIME BANK INVESTMENT LIMITED

Corporate Office
Tajwar Centre (5th Floor)
Road, 19/A, House 34
Kemal Ataturk Ave,
Dhaka 1212, Bangladesh
E-mail: _____

Attention: Mr. _____, Managing Director

21.2 **Effectiveness**

Every notice or other communication sent in accordance with Clause 21.1 (*Addresses for notices*) 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 or E-mail, 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.

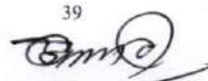
22. **SEVERABILITY**


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


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

39

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

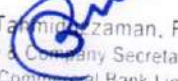
remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

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.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

40

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

SCHEDULE 1

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 UNITED COMMERCIAL 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 3,000,000,000.00 aggregate principal amount of unsecured, contingent-convertible coupon-bearing, fully paid-up, non-cumulative, BASEL III compliant, perpetual Bond due 20__ (the "**Bonds**") of UNITED COMMERCIAL BANK LIMITED (the "**Issuer**") was authorised by the Board of Directors of the Issuer on its _____ meeting held on _____. 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 _____ made between the Issuer and Prime Bank Investment 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) 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. Copy of the Trust Deed are available for inspection during usual business hours at the principal office for the time being of the Trustee (presently at Tajwar Centre (5th Floor), Road, 19/A, House, 34 Kemal Ataturk Ave, 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 applicable to them.

1. Certain Definitions

"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.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

41

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

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

"**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 vide letter Ref. BRPD(BS)661/14B(P)/2022/12400 dated 12.12.2022.

"**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 Trust Deed and each Subscription (each a "**Bond Document**").

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

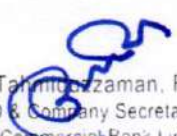
"**BSEC**" means the Bangladesh Securities & Exchange Commission.


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


"**Call Exercise Date**" means the date on which issuer shall redeem the Bonds pursuant to exercise of the call option under Condition 8 (*Exercise of Call-Option by the Issuer*).


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

42

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

"Call Option Eligibility" means:

- (1) Issuer being able to replace the Bonds with capital of the same or better quality that are sustainable for the income capacity of the Issuer, or,
- (2) Capital position of the Issuer is, as per Capital Adequacy Guidelines, above the minimum requirements after a call option of the Bonds is exercised.

"Capital Adequacy Guidelines" means the Guideline of Risk Based Capital Adequacy (Revised Regulatory Capital Framework in line with Basel III) of Bangladesh Bank or any successor guidelines or law.

"Conversion Period" means the period between the date of issuance of the Conversion Notice and the date when the Issuers consolidated CET-1 ratio reaches the regulatory requirement of 4.5% upon exercising the Loss Absorption Option.

"Conversion Strike Price" means average of 3 month's market price of Issuer's ordinary shares prior to the 3rd quarter end date on which Issuer's consolidated CET-1 falls below Bangladesh Bank requirement (currently of 4.5%) or Par Value (BDT 10) whichever is higher.

"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.

"Coupon Costs" means, for any Relevant Period, the aggregate amount of the accrued coupon, 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.

"Coupon Margin" is 2.00 per cent per annum.

"Coupon Payment Date" means the date coupon payable by the Issuer on the Bond to the Bondholders. First Coupon 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.



Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Farukhuzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

43

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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

"**Coupon Range**" means 06.00% to 10.00% per annum subject to having available distributable profit.

"**Coupon Rate**" for any Coupon Period means the aggregate of the Coupon Margin and the Reference Rate on the relevant Quotation Day for such Coupon Period.

"**Credit Rating Agency**" means **Emerging Credit Rating Limited (ECRL)** or any other reputable credit rating agency in Bangladesh acceptable to the Issuer and the Trustee.

"**Default Coupon Rate**" means the incremental charge at rate of 2% per annum payable by the Issuer to the Bondholders higher than the Coupon Rate and be payable on the amount not paid on the due date up till the date of actual payment.

"**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).

"**Eligible Investors**" shall mean

- (a) Public financial institutions which are duly authorized to invest in Bonds as per Bangladesh Bank regulations
- (b) Mutual Funds, Insurance Companies, Scheduled Commercial Banks,
- (c) Co-operative Banks, Regional Rural Banks authorized to invest in bonds/ debentures,
- (d) Societies authorized to invest in bonds/debentures,
- (e) Trusts authorized to invest in bonds/ debentures,
- (f) Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in bonds/ debentures;
- (g) Any other persons who are eligible to subscribe as per regulations by Bangladesh Bank; and
- (h) Eligible general public (RB & NRB).



Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Farukuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

44

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

"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 IFRS, 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); and
- (h) any amount raised by the issue of redeemable shares.

"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:

Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

45

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

- (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**" means the Eligible Investors in whose name such Bond is registered by the CDBL and "**Bondholder**" shall be construed accordingly.

"**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.

"**IFRS**," means the International Financial Reporting Standards.

"**Loss Absorption Option**" means the options as mentioned under Condition 9 upon occurrence of the Trigger Point Condition.

"**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.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and


Md. Razaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Taheruzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited

46

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period.

"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.

"Quotation Day" for any Coupon Period means 5 (five) Business Days prior to the first day of any period for which a coupon rate is to be determined

"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.

"Reference Rate" for any Coupon Period means the Reference rate which shall be determined by the Trustee and notified to the Issuer and all Investors on every Quotation Day in the following method:-

Latest available 20-year Treasury Bond Rate as published by Debt Management Department of Bangladesh Bank on the Quotation Day.

Trustee will notify the Reference Rate to the Issuer and the Subscribers, within 5 (five) days after the beginning of any Quotation Day. Reference Rate for the first Coupon Period, the rate will be calculated and circulated on immediately preceding Business Day of the Issue Date.

"Relevant Period" means each period of 6 months ending on the last day of any financial half year of any financial year of the Issuer.

"Security Interest" means:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person;


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tannuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

47

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

- (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.

"Senior Creditors" has the meaning given in Condition 2 (*Status*).

"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 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


 Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited


 Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahmuzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited


 Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


 Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

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.

"**Trigger Point Condition**" means if the Issuer's consolidated CET-1 ratio falls below Bangladesh Bank requirement (currently of 4.50%) and stays below for 03 (Three) successive quarters;

"**Trigger Point Condition Date**" means the end date of successive 03 (Three) quarters during which Trigger Point Condition exists. Once the Trigger Point Condition has been reached and exercised, the cycle will start again.

2. Status

The Bonds shall constitute direct, 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 coupon 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 Bonds shall be distributed to Eligible Investors comprising of financial institutions, corporates and high net worth individuals via private placement and public offering and may only be transferred to another Eligible Investors. The rights of the holders of Bonds against the Issuer (including for coupon) are subordinated and junior in right of payment to its obligations (a) to its depositors, (b) under bankers' acceptances and letters of credit issued by the Issuer, (c) to


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahsinuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

⁴⁹

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

Senior Creditors (including the Bangladesh Bank and the Deposit Insurance Trust Fund) however, shall remain superior to the claims of investors in equity shares and perpetual non-cumulative preference shares, if any, of the Issuer whether currently outstanding or issued at any time in the future. In the event of any insolvency, receivership, conservatorship, reorganisation, 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 of the Issuer shall be entitled to be paid in full before any payment shall be made to the Bondholders in respect of the Bonds. In the event of any such proceedings, after payment in full of all sums owing on such prior obligations, the Bondholders and any other payment required to be made to a creditor in respect of indebtedness which ranks or is expressed to rank *paripassu* with the Bonds, shall be entitled to be paid from the remaining assets of the Issuer, any unpaid premium (if any) and coupon 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 any premium and coupon on the Bonds according to these Conditions. For this purpose, "Senior Creditors" shall mean creditors of the Issuer (including depositors) other than creditors in respect of indebtedness where, by the terms of such indebtedness, the claims of the holders of that indebtedness rank or are expressed to rank *paripassu* with, or junior to, the claims of the Bondholders.

The Bonds are not a deposit and are not insured by the Deposit Insurance Scheme as per The Bank Deposit Insurance Act 2000. The Bonds are ineligible for as collateral for a loan 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.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tanniruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezwan Haque
Managing Director
Prime Finance Capital Management Limited

3. **Form, Denomination and Title**

(A) **Form and Denomination**

The Bonds are issued in registered form in a minimum denomination of BDT 1,000,000 (BDT one million) only (for private placement and BDT 5,000 (BDT five thousand) only (for public issue) and integral multiples thereof. The Bonds shall be issued in dematerialised form as per the CDBL Bye Laws and shall be listed in the stock exchanges complying with respective regulations of the stock exchange(s) in this regard and subjected to guidelines/notification as formulated by BSEC. The Issuer shall apply to central Depository Bangladesh Ltd (CDBL) for dematerialization of the allotted securities/bonds in order to enable the bond holders to hold and transfer the units/bonds in dematerialized form.

(B) **Title**

Title to the Bonds passes only by transfer and registration in the Register to any other Eligible Investors. 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 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.

4. **Transfers of Bonds**

(A) **Transfer of Bonds in dematerialized form as per CDBL Bye Laws**


A Bond may be transferred to another Person in Bangladesh (a "**Transferee**") in the CDBL System upon initiation and upon issuance of a duly completed Transfer Request Form 14 to CDBL as referred to under Bye Law 11.5 under the CDBL Bye Laws. On receipt of a valid Transfer Request Form 14, the Participant or CDBL, in the case of Direct Accounts, shall enter a Transaction into the CDBL System in accordance with the User Manual. On the Settlement Date specified in the Transaction, the Bonds will be debited from the balance in the delivering Account and credited to the receiving Account. For the purpose of this paragraph, the following definitions shall mean:


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Taheruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

51

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Saiful Haque
Managing Director
Prime Finance Capital Management Limited

- i. **"CDBL System"** means all systems and application programs relevant to the operations of CDBL including all of the computer hardware and software maintained and used by CDBL and the software used by a Participant, or an Issuer or his agent to communicate with the CDBL System;
- ii. **"CDBL Participant"** means any Person entitled to participate in CDBL under the CDBL Bye Laws;
- iii. **"Settlement"** means the completion of a Transaction by delivery of Bonds from one Account to another;
- iv. **"Settlement Date"** means a Business Day when the Settlement of a Transaction is due to take place;
- v. **"Transaction"** means any transaction in the CDBL System which causes a debit or credit to be made to an Account which may be effected by:
 - (a) an electronic message, or
 - (b) a set of electronic messages of a kind specified by CDBL for use in the CDBL System;
- vi. **"User Manual"** means the CDBL User Manual issued by CDBL for the Issuer as amended from time to time;

5. Covenants

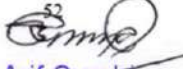
As long as any amount is outstanding to the Trustee or any Bondholder under any Bond Document, the Issuer undertakes to each of the Trustee and the Bondholders that it shall comply with the provisions of this Condition 5.

(A) *Financial 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(A)(i) above does not apply to any Financial Indebtedness:
 - (a) incurred in the ordinary course of business; and/or


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Talukduzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited


Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited


Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited

(b) arising under the Bonds Documents.

(B) 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.

(C) 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.

(D) 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) as and when requested by the Trustee, 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

- (a) The Issuer shall comply in all respects with all laws to which it is subject (including, without limitation, the requirements and guidelines issued by Bangladesh Bank from time to time), if failure so to comply would, or could reasonably be expected to, have a Material Adverse Effect.
- (b) The Issuer shall comply with the Rules so far it is applicable for the Issuer.



Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

53

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

(iii) 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.

(iv) Corporate Governance

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 Bangladesh Securities and Exchange Commission.

(v) Taxation and claims

The Issuer shall duly and punctually follow the prevailing rules and regulations of taxation of the country of jurisdiction.

(vi) 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.

(vii) 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.


(viii) 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.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahimuzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezwan Haque
Managing Director
Prime Finance Capital Management Limited

- (2) The Issuer shall ensure that the representatives, agents and/or advisers of the Trustee shall be allowed, subject to confidentiality obligations under applicable law, to have access to the assets, books, records and premises (including access to view any physical assets which are the subject of any Security Interest) of each member of the Group and to inspect the same during normal business hours (at the expense of the Issuer) with prior consent of the Issuer.
- (3) 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.

(ix) Further assurance

The Issuer shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee may reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)) for the exercise of any rights powers and remedies of the Trustee (for and on behalf of any or all of the Trustee and/or the Bondholders) provided by or pursuant to the Bond Documents or by law on a best efforts basis and to the extent permitted by applicable laws.

(E) Undertakings to Comply with Bangladesh Bank Authorisation

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 (including maintaining any required Bangladesh Bank rating and/or rating grade of the Bonds and/or the Issuer);

(F) Information Comply with Bangladesh Bank Authorisation 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



Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Taniduzzaman, FCA
DMD & Company Secretary
United Commercial Bank Limited

55

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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;

6. Coupon

(A) Calculation of Coupon


- (i) The Bonds bear coupon from the Issue Date at the Applicable Coupon Rate on the principal amount of the Bonds. Coupon is payable in arrears on each Coupon Payment Date. The Trustee shall notify the Bondholders in accordance with Condition 13 (Notices) the Applicable Coupon Rate for a Coupon Period on the Quotation Day. Coupon will be calculated semi-annually. The Coupon Rate will be re-fixed semi-annually based on the determination of Reference Rate.
- (ii) If coupon is required to be paid in respect of a Bond on any date other than an Coupon Payment Date, it shall be calculated by applying the Coupon Rate to the outstanding due 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 coupon is to be calculated, the actual number of days in the relevant period divided by 365, irrespective of a leap year.


(B) Market Disruption Event


Md. Raqab Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Farukuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

56

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

If a Market Disruption Event occurs in relation to a Bond for any Coupon Period, then the Reference Rate will be determined by the Trustee in consultation with the Issuer. 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 Coupon Rate. However, if the Issuer and Trustee is unable to arrive at an agreed rate within 2 (two) Business Days of negotiation the previous auction rate as published in the Bangladesh Bank website shall be applicable as Reference Rate for the said Coupon Payment Period.

7. Payments


(A) Payment of Coupon


- (a) The Issuer hereby covenants that from (and including) the Issue Date up to (but excluding) the Call Exercise Date as per Condition 7(B), the Issuer will pay to the Bondholders coupon on each Bond at the Coupon Rate, provided however that all payment of coupon shall be subject to having distributable profit after making payments to creditors senior to the Bondholders and Coupon payment Range shall be proportionately adjusted based on such available distributable profits of the Issuer; provided further that obligation of the Issuer for making payment of coupon shall be subject to loss absorption obligation of the Bondholders as per clause 7(A)(d).
- (b) Trustee will notify the amount of the Coupon Payment to the Issuer 10 (ten) days prior to any Coupon Payment Date.
- (c) If the Issuer has written down any part of the Bond, until such part is written up, the Issuer may not (a) declare or pay a dividend on any of its ordinary shares or preference shares, or (b) redeem, purchase, reduce or otherwise acquire any of their respective ordinary shares, preference shares or other securities ranking, as to the right of repayment of principal *pari passu* with or junior to the Bondholders, provided however that, writing down a part of the Bonds shall not hinder rights of the Issuer to:

Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahsin Muzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

57

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


- (i) The re-capitalization of the Issuer;
 - (ii) The Issuer's right to make payments on other instruments ranking in senior to the Bondholders;
 - (iii) The Issuer's right to making distributions to shareholders for a period that extends beyond the point in time that coupon on the Bonds are resumed; and
 - (iv) The normal operation of the Issuer or any restructuring activity (including acquisitions/ disposals
- (d) Every payment by the Issuer to the Bondholders in respect of the coupon payments under the Bonds shall be in satisfaction *pro tanto* of the covenant by the Issuer contained in this Condition and the obligations and liabilities of the Issuer with regard to that coupon payment.
- (e) Any coupon payment will be distributed subject to the Issuer having available distributable profit. The Issuer will have full discretion at all times to cancel distributions/payments to the Bondholder.


(B) Redemption Payments on exercise of Issuer's Call Option

Upon issuance of Call-Option Exercise Notice as per Condition 8(A) hereunder, on the Call Exercise Date, the Issuer shall make payment of the principal and/or any accrued and unpaid coupon payments 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. Coupon on Bonds due on an Coupon 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 coupon due otherwise than on a Coupon Payment Date, on the second Business Day before the due date for payment and, in the case of coupon due on an Coupon Payment Date, on


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahimuzzaman, FCA
DMD & Company Secretary
United Commercial Bank Limited

58

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

the relevant Record Date, and a Bondholder's "registered address" means its address appearing on the Register at that time.

(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 Conditions. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(D) 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").

(E) Default Coupon 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 Coupon Rate for the default period.

(F) Stopping of Dividend Payment

During any non-payment of the coupon of the Bonds by the Issuer, the Issuer shall not, (i) declare or pay any dividends or distributions or redeem, purchase, acquire or make a liquidation payment on any of the Issuer's capital stock or (ii) make any payment of coupon or premium, if any, on, or repay, repurchase or redeem, any debt securities of the Issuer (including other junior subordinated debt securities or other junior subordinated debt) or (iii) make any guarantee payments on any guarantee by the Issuer of the debt securities of any of its Subsidiaries (including under other guarantees of junior subordinated debt securities or other junior subordinated debt).

(G) Payment to Nominee

If the Holder of a Bond is a natural person, he may appoint a nominee who shall on the death of the Holder of a Bond is entitled to receive money in relation to the Bond held in the name of the Bondholder in the Register. Bondholder shall inform the Trustee in the prescribed form the name of



Md. Rezaul Haque
Managing Director
Prime Bank Investment Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Farukuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

59

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

his nominee and upon receipt of such information the Trustee shall inform the CDBL to record the name of nominee in the Register and shall inform the Issuer. If the Holder of a Bond is more than one person each Holder of a Bond may appoint a nominee for himself who shall hold the Bond along with the percentage of share on the Bond by each nominee. Payment to the nominee on the Coupon Payment Date on the death of the Bondholder shall be sufficient to discharge payment obligations of the Issuer to the respective Bondholder and it shall be responsibility of the nominee to distribute amongst the heirs of the deceased in accordance with applicable laws.

8. Exercise of Call-Option by the Issuer

(A) Call-Option

Subject to Issuer having achieved Call Option Eligibility and obtaining approval of Bangladesh Bank, after the 10th (tenth) anniversary of the Issue Date, the Issuer may, by giving not less than 30 nor more than 60 days' notice to the Trustee of the Call Exercise Date ("Call-Option Exercise Notice"), which notice shall be irrevocable, elect to redeem all of the Bonds at their principal amount together with any outstanding payments. No partial redemption of the Bonds shall be allowed under any Call-Option Exercise Notice by the Issuer.

Upon receipt of the Call-Option Exercise Notice as per Condition 8(A), Trustee will notify the amount of the redemption payment, i.e. principal amount of the Bonds together with any outstanding payments to the Issuer 15 (fifteen) days prior to intended Call Exercise Date.

When issued in dematerialized form, give proper intimation to CDBL for making necessary updates in the CDBL System and the respective BO Accounts for reducing the balances against such Call-Option.

9. Loss Absorption upon a Trigger Point Condition

(A) Loss Absorption Features


The instrument has principal loss absorption features in case the Trigger Point Condition is satisfied through either (i) conversion to common


Md. Kaziul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Taheruzzaman, FCA
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office: Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

shares or (ii) a write-down mechanism which allocates losses to the instrument at a pre-specified trigger point.


The write-down will have the following effects:

- a) Reduce the claim of the instrument in liquidation;
- b) Reduce the amount re-paid when a call is exercised; and
- c) Partially or fully reduce dividend payments on the instrument.

(B) Option for Write-down


- i. If prior to any Coupon Payment Date, the Trigger Point Condition is satisfied, then Issuer may, by giving notice to the Trustee but without the need for the consent of Bondholders or the Trustee, write down the outstanding principal of the Bonds and to reserves by such amount as the Issuer may in its absolute discretion decide subject to the amount of write down not exceeding the amount which would be required to reverse the Trigger Point Condition to level required by Bangladesh Bank from time to time (currently 4.5%) and also cancel any coupon payment which is accrued but unpaid on the Trigger Point Date for the written down part of the Bond. During the period in which Trigger Point Condition remains satisfied, coupon payment shall only be to the extent of amount of Bond which has not been written down as per this clause. Unless the Issuer is liquidated earlier, as and when, as per published audited financials of the Issuer, the Trigger Point Condition is reversed without considering the written-down part of the Bond transferred to reserves, i.e, minimum CET-1 improves to level required by Bangladesh Bank without considering the written-down part of the Bond transferred to reserves, the Bond will be written up automatically and coupon payment shall resume on the written up part of the Bonds from next Coupon Payment Date prorated to the period between the reporting date (quarter-end date when minimum CET-1 reaches 4.5% or above) and next Coupon Payment Date. The Issuer shall send a notification to the Trustee


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited

61

Arif Quader
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212

ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

and restating the Financial Statements with written-up Bond amount.

- ii. The Issuer shall have the discretion to write-down the Bonds multiple times in case the Trigger Point Condition is satisfied subsequent to the previous writing-down, which was partial.


(C) Option for Conversion


Within 2 (two) Business Days of the end of the 3rd Quarter when Common Equity Tier 1 (CET-1) Ratio remains below 4.50%, Issuer shall notify the Trustee that in the event that the Trigger Point Condition is met, the Loss Absorption Option shall be exercised ("Loss Absorption Option Indication Notice"). Within 2 (two) Business Days of the approval of the audited financials which confirms fulfilment of the Trigger Point Condition, the Issuer shall notify the Trustee of the need for exercising Loss Absorption Option by notifying the Conversion Strike Price, number of Bonds to be converted, expected end date of the Conversion Period ("Conversion Notice"); and the Trustee shall within 2 (two) Business Days of the receipt of the Conversion Notice, notify the Bondholders about the receipt of the Conversion Notice.


(D) Notices to be given

All notices are validly given if:

- i. Mailed to bondholders at their respective address in the register,
- ii. Published for three consecutive days in one English newspaper and one Bengali newspaper; each having wide circulation in Bangladesh,
- iii. Emailed to bondholders at their respective addresses set out in the Issuer Register provided that such notices will only be considered as validly given when followed up with hard copies of the notices


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCA
DMO & Company Secretary
United Commercial Bank Limited

62

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

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 7 (seventh) day after being so mailed or on the later of the date of such publications.

(E) Number of Bonds to be converted


After the Trigger Point Condition Date, the Loss Absorption Option shall be exercised upon conversion of the outstanding principal of the Bonds to common shares at the Conversion Strike Price by such amount which shall not exceed the amount which would be required to bring the consolidated Common Equity Tier 1 (CET 1) ratio to 4.5% of risk weighted asset.

CET-1 on Trigger Point Condition Date will be considered to identify the shortfall percentage and it will be converted into common shares eventually. If an issue in relation to issuance of a fractional share arises upon conversion, the Issuer will round the number of shares issuable, up to the next whole number. Fractional lot size will also be rounded to the next whole number.

(F) Payment Suspension

In case of the event of exercise of Loss Absorption Option of the Bond, any payment of coupon in between the Trigger Point Condition Date and publication date of audited financials will be suspended. The Bondholder will not be eligible for the coupon payment if the same situation prevails (Issuer's consolidated CET-1 ratio remains below the regulatory requirement of 4.5%) after the publication of audited financials. In case of exercise of the Loss Absorption Option, the portion of Bonds that will be required to be converted, no such interest shall be paid on such converted Bonds. The portion of the Bonds that shall not be converted, payment will resume from next Coupon Payment Date for that non-


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMS & Company Secretary
United Commercial Bank Limited

63

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezul Haque
Managing Director
Prime Finance Capital Management Limited

converted portion, but subject to CET-1 Ratio reaching 4.50% or above, and coupon will be paid along with previous coupon for this portion.

No penal/additional/delay fee shall be charged on the Issuer for the period when coupon (s) payment was suspended.

10. Taxation

All tax will be paid or deducted as per prevailing law of the land.

11. Enforcement

(A) Proceeding

At any time after the Bonds have become due and repayable, the Trustee may 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.

(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 (including remuneration of the Trustee) agreed between the Trustee and the Issuer but not paid by the Issuer;
- (b) secondly, in or towards payment pari passu and rateably of all amounts remaining due and unpaid in respect of the Bonds; and


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahiruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

64

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

(c) thirdly, 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 66²/₃ 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 66²/₃ 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

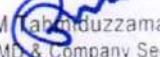
The Trustee may agree, without the consent of the Bondholders, to (i) any modification (except as mentioned in Condition 12(A) (*Meetings*) above) to, or the waiver or authorisation of any breach or proposed breach of, these Conditions or the Trust Deed which is not, in the opinion of the Trustee, materially 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

Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Kabiruzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

65

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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 10 (*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 13.

13. Notices

All notices are validly given if:

- (i) mailed to the Bondholders at their respective addresses in the Register; or
- (ii) E-mailed 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.



M.d. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahimuzzaman, FCS
CMD & Company Secretary,
United Commercial Bank Limited

⁶⁶

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

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.

14. 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.

15. Inconsistency

In the event of any inconsistency between the provisions of any Bond Document and the Rules, the latter shall prevail.

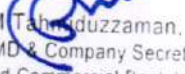
16. Governing Law

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.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

67

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

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;


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fariduzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited

68


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezul Haque
Managing Director
Prime Finance Capital Management Limited

"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;

"Reserved Matter" means any proposal:

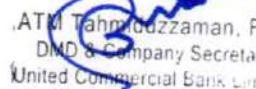
- (a) to reduce or cancel the amounts payable on any date in respect of the Bonds;
- (c) to effect the exchange, conversion or substitution of the Bonds of such series for, or the conversion of the Bonds of such series into shares, bonds, or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed; or
- (d) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution with respect to any Bond Specific Matters or to sign a Written Resolution or otherwise required in respect of any matter that is expressed under any Bond Document as requiring the consent or instructions of the Holders of at least 66 $\frac{2}{3}$ per cent in aggregate outstanding principal amount of the Bonds;

"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:


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

69

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

- (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 3 (*Record Date*)) a Bondholder; *provided, however, that* (subject to paragraph 3 (*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.


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahmiduzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

70

Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited


Md. Resatul Haque
 Managing Director
 Prime Finance Capital Management Limited

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 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 13.

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.


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fariduzzaman, FCS
DMS & Company Secretary
United Commercial Bank Limited

71

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

7. Quorum

The quorum at any Meeting shall be at least the number of Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Bonds unless the business of such meeting includes consideration of proposals relating inter alia to a Reserved Matter, in which case the quorum for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 75 per cent in principal amount of the Bonds for the time being outstanding.

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


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmuzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

- (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:


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tanniduzzaman, FCS
DMB & Company Secretary
United Commercial Bank Limited

73

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote in respect of each BDT 1,000,000.00⁶ 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

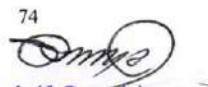
A Meeting shall have power (exercisable only by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:


- (a) to approve any Reserved Matter;
- (b) 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;

⁶ Please confirm


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahirul Islam, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

74

Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited


Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited

- (c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Bonds;
- (d) 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 a default under the Bonds;
- (e) to remove any Trustee;
- (f) to approve the appointment of a new Trustee;
- (g) 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;
- (h) 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;
- (i) to give any other authorisation or approval which under this Trust Deed or the Bonds is required to be given by Extraordinary Resolution; and
- (j) 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.

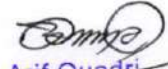
18. Minutes

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


Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 .ATM Tahmiduzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

75

Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

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


FEATURES OF THE BOND

Name of the Instrument	UCB 2nd Perpetual Bond
Issue Type	Unsecured, Contingent-Convertible, fully paid up, Non-Cumulative, BASEL III compliant, Perpetual Debt instrument for inclusion in Additional Tier I Capital
Issuer	United Commercial Bank Limited
Nature of Instrument	Unsecured
Purpose and Objectives	<p>To raise Additional Tier-1 Capital through issuance of UCB 2nd Perpetual Bond in order to strengthen its capital base in accordance with Bangladesh Bank's Guidelines on Risk-Based Capital Adequacy (Revised Regulatory Capital Framework in line with Basel III).</p> <p>The funds being raised by the Bank through the mentioned Issue are not meant for financing any particular project. The Bank shall utilize the proceeds of the Issue for its regular business activities. The Bank shall not utilize proceeds of the Issue for any purpose which may be in</p>


Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahmuzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

76

Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

	contravention of the regulations/ guidelines/ norms issued by the Bangladesh Bank and Bangladesh Security Exchange and Commission where applicable.
Arranger	UCB Investment Limited
Issue Manager(s) for the public offer/issue	Prime Finance Capital Management Limited & Sonali Investment Limited
Underwriter(s) for the public offer/issue	Prime Finance Capital Management Limited & Sonali Investment Limited
Trustee	Prime Bank Investment Limited
Rating Agency	Emerging Credit Rating Limited
Legal Advisor	Lex Juris
Mode of Issue	90% of the issue size under Private Placement and 10% of the issue size under Public Offer
Facility Size	BDT 3,000,000,000 (BDT 2,700,000,000 under private placement and BDT 300,000,000 under public issue)
No. of Bonds to be Issued	540,000 under private placement and 60,000 under public offer
Face Value Per Lot	BDT 5,000/ (Five thousand taka only)
Minimum Subscription	01 lot for public issue and 200 lots for private placement
Tenure	Not Applicable. The Bonds shall be perpetual i.e. there is no maturity date and there are no step-ups or other incentives to redeem.
Investors	As per the NOC from Bangladesh Bank and Consent Letter from Bangladesh Securities and Exchange Commission
Coupon Rate	Reference Rate + Coupon Margin
Reference Rate	20-year Treasury-Bond rate.


Md. Rezai Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Taha Huzuzaman, FCS
DMB & Company Secretary
United Commercial Bank Limited

77


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited


	(Latest available rate of 20-year Treasury-Bond rate as published by Debt Management Department of Bangladesh Bank on the quotation day)
Coupon Margin	2.00% p.a.
Quotation Day	Five (05) days before the first day of any period for which a coupon rate is to be determined.
Coupon Range	Coupon Ceiling: 10% p.a. Coupon Floor: 6% p.a. (subject to having available distributable profit)
Coupon Discretion	The bank will have full discretion at all times to cancel distributions/payments to the bondholder
Exercise of Coupon Discretion	Any coupon payment will be distributed subject to having available distributable profit of the issuer
Coupon Payment Frequency	Semi-Annual <ul style="list-style-type: none"> Coupon will be paid to the bondholders semi-annually. However, the first coupon payment period will be from the issue date/subscription closing date up to the ensuing either 30 June or 31 December of the respective year whichever is earlier of issue date/subscription closing date Thereafter, coupon payment will be made semi-annually on June and December (i.e. Coupon Period will be from <u>01 January to 30 June</u> and <u>01 July to 31 December</u> or up to Issuer Call date, or regulatory call date, if exercised).
Late Payment	Issuer shall pay a late payment penalty of 2% (two percent) higher than the Coupon Rate and be payable on the amount not paid on the due date till the date of actual payment unless the exercise of coupon discretion is not in effect.
Business Day Convention/Effect of Holidays	<ul style="list-style-type: none"> If any Coupon/ Profit Payment Date falls on a day that is not a Business Day, the payment shall be made by the Bank on the immediately succeeding Business Day. If the Call Option Due Date (also being the last Coupon Payment Date, in case Call Option is exercised) of the Bonds falls on a day that is not a Business Day, the Call Option Price shall be paid by the Bank on the immediately preceding Business Day along with profit accrued on the Bonds until but excluding the date of such payment.
Late Redemption	Not Applicable.



 Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited


 Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahiruzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

78


 Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


 Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

	Since the instrument is perpetual in nature i.e. there is no maturity date; late redemption is not applicable unless and until it is eligible for call option criteria.
Put Date	Not Applicable
Put Price	Not Applicable
Call Option	Can be exercised only after ten years of issuance, with prior approval from the Bangladesh Bank
Call Option Eligibility	<ol style="list-style-type: none"> 1. Replace this instrument with capital of the same or better quality that are sustainable for the income capacity of the Bank, or, 2. Capital position is above the minimum requirements after the call option is exercised
Claim Settlement in the event of Liquidation or Wind-up	<p>Claims of the investors on the bond are:</p> <ul style="list-style-type: none"> • Superior to the claims of investors in equity shares and perpetual non-cumulative preference shares, if any, of the bank whether currently outstanding or issued at any time in the future. • subordinated to the claims of depositors, general creditors and subordinated debt of the Bank other than any subordinated debt qualifying as Additional Tier 1 Capital (as defined in the Basel III Guidelines) of the Bank; • Is neither secured nor covered by a guarantee of the issuer nor related entity or other arrangement that legally or economically enhances the seniority of the claim vis-à-vis bank creditors • Notwithstanding anything to the contrary stipulated herein, the claims of the Bondholders shall be subject to the provisions of Loss Absorption in this terms and features.
Loss Absorption	<p>Any losses will be absorbed in the following manner:</p> <p>Conversion to common shares at pre-specified trigger point as needed to reach the minimum consolidated CET-1 ratio as per Bangladesh Bank requirement (Currently of 4.50%).</p>
Loss Absorption Methodology	CET-1 on Trigger Date will be considered to identify the shortfall percentage and it will be converted into common shares eventually. If a fractional share issuance arises upon conversion, the issuer will round the number of shares issuable, up to the next whole number. Fractional lot size will also be rounded to the next whole number.

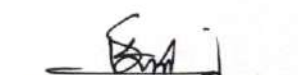

 Md. Rezaul Haque
 Managing Director
 Prime Finance Capital Management Limited


 Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Tahmiduzzaman, FCS
 DMD & Company Secretary
 United Commercial Bank Limited

79

 Arif Quader
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


 Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

Trigger Point for Loss Absorption	If the bank's consolidated CET-1 falls below Bangladesh Bank requirement (Currently of 4.50%) and stays below for 03 (Three) successive quarters; then, the 3rd quarter-end date of consecutive below-minimum CET-1 Ratio would be the Trigger-Point (date). Once the trigger point has been reached and exercised, the cycle will start again.
Conversion Strike Price	Average market price of the immediate 180 days or par value (currently BDT 10) whichever is higher.
Payment Suspension Methodology	In case of the event of exercise of loss absorption feature of the bond, any coupon payment in between the trigger date and publication date of audited financials will be hold. The bondholder will not be eligible for the coupon payment if the same situation prevails (CET-1 (Conso) remains below the regulatory requirement of 4.5%) after the publication of audited financials.
Conversion Notice	In time of conversion Trustee must notify the bondholders in accordance with not less than 2 business days prior to start of each conversion period of the commencement date and the final date of such conversion period. All notices are validly given if: <ul style="list-style-type: none"> • Mailed to bondholders at their respective address in the register, • Published for three consecutive days in one English newspaper and one Bengali newspaper; each having wide circulation in Bangladesh, • Emailed to 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 seventh day after being so mailed or on the later of the date of such publications.
Events of Default	Not Applicable. It is further clarified that cancellation of discretionary payments/coupon shall not be deemed to be an event of default. The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (coupon or principal) except in bankruptcy and liquidation.
Common Equity Holders' Dividend Stopper Clause	Dividend Stopper Clause will be applicable to these Bonds and it will stop common equity holders' dividend payments on common shares in the event the holders of the Bonds are not paid coupon. In the event the holders of the Bonds are not paid coupon, they shall not impede the full


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Tahmiduzzaman, FCS
DMO & Company Secretary
United Commercial Bank Limited

80

Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Chandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited

	<p>discretion that Issuer has at all times to cancel distributions/payments on the Bonds, nor will they impede / hinder:</p> <ul style="list-style-type: none"> (i) The Re-Capitalization of the Issuer. (ii) The Issuer's right to make payments on other instruments, where the payments on this other instrument were not also fully discretionary (i) The Issuer's right to making distributions to shareholders for a period that extends beyond the point in time that coupon on the Bonds are resumed. The normal operation of the Issuer or any restructuring activity (including acquisitions/ disposals).
Transferability/Liquidity	Freely transferable in accordance with the provisions of the Deed of Trust.
Governing Law	The Bonds are governed by and shall be construed in accordance with the existing laws of Bangladesh. Any dispute arising thereof shall be subject to the jurisdiction of courts of Bangladesh.

SIGNATURES

ISSUER

UNITED COMMERCIAL BANK LIMITED

Witness

By:

By:

Name:

Name:

Designation:

Address:


Address:


Md. Rezwan Haque
 Managing Director
 Prime Finance Capital Management Limited


Faruk Ahammad, FCA
 Chief Financial Officer
 United Commercial Bank Limited


 ATM Farukduzzaman, FCS
 DMO & Company Secretary
 United Commercial Bank Limited

81


Arif Quadri
 Managing Director & CEO
 United Commercial Bank Limited
 Corporate Office, Gulshan Avenue
 Dhaka-1212


Khandoker Raihan Ali FCA
 Acting MD & CEO
 Prime Bank Investment Limited

TRUSTEE

PRIME BANK INVESTMENT LIMITED

Witness

By:

By:

Name:

Address:

Name:

Designation:


Address:


Md. Rezaul Haque
Managing Director
Prime Finance Capital Management Limited


Faruk Ahammad, FCA
Chief Financial Officer
United Commercial Bank Limited


ATM Fahmduzzaman, FCS
DMD & Company Secretary
United Commercial Bank Limited

82


Arif Quadri
Managing Director & CEO
United Commercial Bank Limited
Corporate Office, Gulshan Avenue
Dhaka-1212


Khandoker Raihan Ali FCA
Acting MD & CEO
Prime Bank Investment Limited