

IDB TRUST SERVICES LIMITED

(incorporated as a limited par value company in Jersey)

U.S.\$1,500,000,000

Trust Certificate Issuance Programme

with, *inter alia*, the benefit of a Liquidity Facility provided by



THE ISLAMIC DEVELOPMENT BANK

(an international organisation that derives its legal personality from public international law)

Under the trust certificate issuance programme described in this Base Prospectus (the “**Programme**”), IDB Trust Services Limited (the “**Trustee**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue trust certificates (the “**Trust Certificates**”) in series (each a “**Series**”).

Each Series of Trust Certificates will be constituted by an amended and restated master trust deed (the “**Master Trust Deed**”) dated 28 July 2009 (the “**Programme Date**”) entered into between the Trustee, The Islamic Development Bank (the “**IDB**”) and The Law Debenture Trust Corporation p.l.c. (the “**Delegate**”) acting as delegate of and attorney for the Trustee and the corresponding supplemental trust deed (“**Supplemental Trust Deed**”) and, together with the Master Trust Deed, the “**Trust Deed**”) in relation to each Series of Trust Certificates issued. Trust Certificates of each Series confer on the holders of the Trust Certificates from time to time (the “**Certificateholders**”) the right to receive certain payments (as more particularly described herein) arising from the assets of a trust declared by the Trustee in relation to the relevant Series (the “**Trust**”) over, *inter alia*, a separate and independent portfolio of assets created by the IDB comprising of (a) at least fifty-one per cent. tangible assets comprising of ijara contracts (together with the underlying assets other than voting rights), Shari’ah compliant equity instruments (and the assets underlying those shares) (“**Shares**”) and/or sukuk certificates (and the assets underlying those sukuk certificates) (“**Sukuk**”); and (b) no more than forty nine per cent. intangible assets comprising of *istisna’a* receivables and/or *murabaha* receivables, including, without limitation, the right to receive payment of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of the IDB and the right to exercise all powers of the IDB thereunder, the constituent elements of which may be supplemented from time to time with Additional Portfolio Assets (as defined below) (the “**Portfolio**”) which, together with any other assets in the relevant Trust, constitute the “**Trust Assets**”).

The Trustee will have the benefit of a Liquidity Facility (as defined under “*Principal features of the Programme*” below) from the IDB (the “**Liquidity Facility Provider**”) to support timely payments of, *inter alia*, profit distributions under each Series of Trust Certificates. In addition, the Trustee will have the benefit of a purchase undertaking from the IDB, and the IDB will have the benefit of a sale undertaking from the Trustee, pursuant to which the IDB may purchase the relevant Portfolio in relation to each Series of Trust Certificates upon the maturity or early dissolution of the relevant Series. Subject to the information provided herein, recourse in respect of the Trust Certificates is ultimately dependent on the performance of the IDB pursuant, *inter alia*, to such Liquidity Facility and purchase or sale undertakings.

Certificateholders are entitled to receive Periodic Distribution Amounts (as defined in the Conditions as defined herein) calculated on the basis specified in the final terms relating to the relevant Series of Trust Certificates (the “**Final Terms**”).

Application has been made to the United Kingdom Financial Services Authority (the “**FSA**”), which is the United Kingdom competent authority for the purposes of Directive 2003/71/EC (the “**Prospectus Directive**”) to approve this document as a base prospectus. Applications have been made for Trust Certificates to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FSA and to trading on the Regulated Market of the London Stock Exchange plc (the “**London Stock Exchange**”). The Regulated Market of the London Stock Exchange is a regulated market for the purposes of Directive 2004/39/EC on markets in financial instruments. The Programme also permits Trust Certificates to be issued on an unlisted basis or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Trustee.

See “**Risk Factors**” beginning on page 7 or a discussion of certain factors that should be considered in connection with an investment in Trust Certificates issued under the Programme.

Unless otherwise specified in the relevant Final Terms, each Series of Trust Certificates will be issued in registered form in the form of a global trust certificate which will be deposited with, and registered in the name of a nominee of, a common depository for Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) on or about the relevant Issue Date (as specified in the relevant Final Terms) of each such Series. Interests in Trust Certificates in individual registered form will only be issued in exchange for interests in the relevant global trust certificate in exceptional circumstances or as otherwise specified in the Final Terms applicable to the relevant Series.

Trust Certificates issued under the Programme may be assigned a rating by one or more of Standard & Poor’s Rating Services, a Division of the McGraw-Hill Companies, Inc. and/or Moody’s Investors Services, Inc. (collectively, the “**Ratings Agencies**”, and each a “**Rating Agency**”). A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the Rating Agencies. A suspension, reduction or withdrawal of the rating assigned to the Trust Certificates may adversely affect the market price of the Trust Certificates. The Trustee has not requested a rating on the Trust Certificates by any rating agency other than the Rating Agencies.

Joint – Arrangers and Dealers

Deutsche Bank

HSBC

The date of this Base Prospectus is 28 July 2009.

Important Notices

Each of Trustee and the IDB (together, the “**Responsible Persons**”) accepts responsibility for the information contained in this Base Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the “**Prospectus Directive**”).

This Base Prospectus should be read and construed together with any amendments or supplements hereto and with any other documents incorporated by reference herein and, in relation to any Series (as defined herein) of Trust Certificates, should be read and construed together with the relevant Final Terms.

Copies of applicable Final Terms will be available from the registered office of the Trustee and the specified office set out below of the Principal Paying Agent (as defined below) save that, if the relevant Trust Certificates are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive, the applicable Final Terms will only be obtainable by a Certificateholder holding one or more Trust Certificates and such Certificateholders must produce evidence satisfactory to the Trustee or, as the case may be, the Principal Paying Agent as to its holding of such Trust Certificates.

No person has been authorised to give any information or make any representation other than those contained in this Base Prospectus or any other document entered into in relation to the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Trustee, the IDB, the Dealers or the Delegate. Neither the delivery of this Base Prospectus nor any Final Terms nor the offering or sale of any Trust Certificate hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Trustee or the IDB since the date hereof. This Base Prospectus does not constitute an offer of, or an invitation by, or on behalf of, the Trustee, the IDB, the Dealers (as defined in “Subscription and Sale”) or the Delegate to subscribe for, or purchase any Trust Certificates. This Base Prospectus does not constitute an offer, and may not be used for the purposes of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The Dealers and the Delegate have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers and the Delegate or any of them as to the accuracy or completeness of the information contained in this Base Prospectus or of any other information provided by the Trustee or the IDB in connection with the Trust Certificates or their distribution.

This Base Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Trustee, the IDB, the Dealers or the Delegate that any recipient of this Base Prospectus should purchase any of the Trust Certificates. Each investor contemplating purchasing Trust Certificates should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Trustee and/or IDB. This Base Prospectus may only be used for the purposes for which it has been published.

No comment is made or advice given by the Trustee, the IDB, the Delegate or the Dealers in respect of taxation matters relating to any Trust Certificates or the legality of the purchase of Trust Certificates by an investor under applicable or similar laws.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, ATTORNEY AND BUSINESS ADVISER AS TO TAX, LEGAL, BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF TRUST CERTIFICATES.

The Trust Certificates have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or any State securities laws and subject to certain exceptions, may not be offered or sold within the United States or to or for the benefit or account of, U.S. persons (as defined in Regulation S under the Securities Act).

No action has been or will be taken to permit a public offering of Trust Certificates or the distribution of this Base Prospectus in any jurisdiction. The distribution of this Base Prospectus and the offering of the Trust Certificates in certain jurisdictions may be restricted by law. Persons into

whose possession this Base Prospectus (or any part thereof) comes are required by the Trustee, the IDB, the Dealers and the Delegate to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of the Trust Certificates and the distribution of this Base Prospectus, see “Subscription and Sale” below.

The maximum aggregate principal amount of Trust Certificates outstanding at any one time under the Programme will not exceed U.S.\$1,500,000,000 (and for this purpose, any Trust Certificates denominated in another currency shall be translated into U.S.\$ at the date of the agreement to issue such Trust Certificates (calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Trust Certificates which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.

In this Base Prospectus all references to “\$”, “U.S.\$” or “U.S. Dollars” are to the lawful currency of the United States of America, reference to “£” and “Sterling” are to United Kingdom pounds sterling and references to “€”, “EUR” or “euro” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

GENERAL NOTICE TO INVESTORS

The transaction structure relating to the Trust Certificates (as described in this Base Prospectus) has been approved by the Sharia’h Committee of the IDB. Prospective Certificateholders should rely on their own Sharia’h advisers as to whether the proposed transaction described in the approval referred to above meets their respective Sharia’h requirements.

NOTICE TO UK RESIDENTS

Trust Certificates issued under the Programme represent interests in a collective investment scheme (as defined in the Financial Services and Markets Act 2000 (“FSMA”)) which has not been authorised, recognised or otherwise approved by the U.K. Financial Services Authority (“FSA”). Accordingly, the Trust Certificates cannot be marketed in the United Kingdom to the general public and this Base Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Base Prospectus and any other marketing materials relating to the Trust Certificates of any Series (A) if effected by a person who is not an authorised person under FSMA, is being addressed to, or directed at, only the following persons: (i) persons who are “Investment Professionals” as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Financial Promotion Order”) and (ii) persons falling within any of the categories of persons described in Article 49 (*High net worth companies, unincorporated associations, etc*) of the Financial Promotion Order and (B) if effected by a person who is an authorised person under FSMA, is being addressed to, or directed at, only the following persons: (i) persons falling within one of the categories of “Investment Professional” as defined in Article 14(5) of the FSMA (Promotion of Collective Investment Schemes)(Exemption) Order 2001 (the “Promotion of CISs Order”), (ii) persons falling within any of the categories of person described in Article 22 (*High net worth companies, unincorporated associations, etc.*) of the Promotion of CISs Order and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Base Prospectus or any other marketing materials in relation to the Trust Certificates of any Series.

Potential investors in the United Kingdom are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the Trust Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

The contents of this Base Prospectus as amended or supplemented from time to time have not been approved by an authorised person in accordance with the rules of the FSA.

NOTICE TO JERSEY RESIDENTS

The Jersey Financial Services Commission (the “Commission”) has given, and has not withdrawn, its consent under Article 9(1) of the Control of Borrowing (Jersey) Order 1958 as amended to the raising of money in Jersey by the issue of Trust Certificates from time to time under the Programme by the

Trustee. The Commission is protected by the Borrowing (Control) (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under that Law.

The investments described in this Base Prospectus do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience of investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this Base Prospectus should consult his professional adviser and ensure that he fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

Potential investors who are in any doubt about the contents of this Base Prospectus should consult their stockbroker, bank manager, solicitor, accountant or other financial adviser.

The price of the Trust Certificates and the profit distributions from them can go down as well as up.

NOTICE TO BAHRAIN RESIDENTS

The Central Bank of Bahrain and the Bahrain Stock Exchange assume no responsibility for the accuracy and completeness of the statements and information contained in this Base Prospectus and expressly disclaim any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the contents of this Base Prospectus. Each potential investor resident in Bahrain intending to subscribe Trust Certificates (each, a potential investor) may be required to provide satisfactory evidence of identity and, if so required, the source of funds to purchase Trust Certificates within a reasonable time period determined by the Trustee, the IDB and the Dealers. Pending the provision of such evidence, an application to subscribe Trust Certificates will be postponed. If a potential investor fails to provide satisfactory evidence within the time specified, or if a potential investor provides evidence but none of the Trustee, the IDB or the Dealers are satisfied therewith, its application to subscribe Trust Certificates may be rejected in which event any money received by way of application will be returned to the potential investor (without any additional amount added thereto and at the risk and expense of such potential investor). In respect of any potential investors, the Trustee and the IDB will comply with Bahrain's Legislative Decree No. (4) of 2001 with respect to Prohibition and Combating of Money Laundering and various Ministerial Orders issued thereunder including, but not limited to, Ministerial Order No. (7) of 2001 with respect to Institutions' Obligations Concerning the Prohibition and Combating of Money Laundering.

KINGDOM OF SAUDI ARABIA NOTICE

This Base Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the Capital Market Authority).

The Capital Market Authority does not make any representations as to the accuracy or completeness of this Base Prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. Prospective purchasers of Trust Certificates issued under the Programme should conduct their own due diligence on the accuracy of the information relating to the Trust Certificates. If a prospective purchaser does not understand the contents of this Base Prospectus he or she should consult an authorised financial adviser.

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Documents Incorporated by Reference

The following documents shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

- (1) the audited financial statements of the Trustee for the year ended 30 Dhul Hijjah 1428H (9 January 2008);
- (2) the audited financial statements of the Trustee for the year ended 30 Dhul Hijjah 1429H (28 December 2008);
- (3) the audited financial statements of the Islamic Development Bank – Ordinary Capital Resources as at and for the year ended 30 Dhul Hijjah 1428H (9 January 2008);
- (4) the audited financial statements of the Islamic Development Bank – Ordinary Capital Resources as at and for the year ended 30 Dhul Hijjah 1429H (28 December 2008);
- (5) the terms and conditions set out on pages 10 to 31 of the offering circular dated 23 May 2005 relating to the Programme under the heading “Terms and Conditions of the Trust Certificates” (the “**2005 Conditions**”).

The Trustee will, at the specified office of the Principal Paying Agent, provide, free of charge, upon oral or written request, a copy of this Base Prospectus (or any document incorporated by reference in this Base Prospectus). Written or telephone requests for such documents should be directed to the specified office of the Principal Paying Agent set out at the end of this Base Prospectus.

Any information contained in any of the documents specified above which is not incorporated by reference in the Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

Risk Factors

The following is a description of principal risk factors that each of the Trustee and the IDB believes (a) may affect the Trustee's ability to fulfil its obligations under the Trust Certificates to prospective Certificateholders and (b) are material for the purpose of assessing the market risk associated with the Trust Certificates. Most of these factors are contingencies which may or may not occur and which neither the Trustee nor the IDB is in a position to express a view on the likelihood of any such contingency occurring. The Trustee and the IDB believe that the factors described below represent the principal risks inherent in investing in Trust Certificates issued under the Programme, but the inability of the Trustee to pay any amounts due on or in connection with any Trust Certificates may occur for other reasons and neither the Trustee nor the IDB represent that the statements below regarding the risks of holding any Trust Certificates are exhaustive.

Prospective Certificateholders should read the entire Base Prospectus and reach their own view prior to making any investment decision. Words and expressions defined in the "Terms and Conditions of the Trust Certificates" below or elsewhere in this Base Prospectus have the same meanings in this section.

Risk factor relating to the Trustee

The Trustee is a Special Purpose Company

The Trustee is a special purpose company in the form of a limited par value company pursuant to the Companies (Jersey) Law 1991 incorporated on 17 February 2005. The assets of the Trustee consist solely of the Trust Assets from time to time (which may not be sufficient to meet all claims under the Trust Certificates, the Programme Documents and any Transaction Documents). The Trustee does not engage in any business activity other than the issuance of the Trust Certificates and the acquisition of the Portfolio as described herein and other activities incidental or related to the foregoing.

Risk factor relating to IDB

In the course of its business activities, IDB is exposed to a variety of risks, the most significant of which are set out below. Whilst IDB believes it has implemented the appropriate policies, systems and processes to control and mitigate these risks, investors should note that any failure to adequately control these risks could be greater than anticipated and which could result in adverse effects on IDB's financial condition and reputation.

Status of IDB

IDB is an international organisation established by agreement among its Member Countries (as defined below). English law will assume legal personality for IDB to the extent that IDB has legal personality in its Member Countries.

IDB has opined that each of its Member Countries has duly signed and ratified or accepted its Articles of Agreement and therefore it has legal personality in each of its Member Countries. Accordingly, IDB would have legal personality as a matter of English Law.

IDB is subject to political and economic conditions in Member Countries

IDB currently has all of its operations and projects in Member Countries, and plans to continue to have all of its future operations and projects in Member Countries. While some Member Countries have generally historically experienced a relatively stable political environment, certain other Member Countries have not. The IDB's results of operations are affected by economic and political conditions in Member Countries and any sustained deterioration in the economies of these countries or major political upheaval could have a material adverse affect on the IDB's business and results of operations. Investors should also note that the IDB's business and financial performance could be adversely affected by political, economic and related developments both within and outside Member Countries because of the interrelationships within global financial markets.

Investors in emerging markets should be aware that these markets are subject to greater risks than more developed markets, including in some cases significant legal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in the light of those risks, their investment is appropriate. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risk involved.

Credit risks

Credit risks arising from adverse changes in the credit quality and recoverability of loans, advances and amounts due from counterparties are inherent in a wide range of IDB's businesses. Credit risks could arise from a deterioration in the credit quality of specific counterparties of IDB, from a general deterioration in local or global economic conditions or from systemic risks with the financial systems, all of which could affect the recoverability and value of IDB's assets and require an increase in IDB's provisions for the impairment of its assets and other credit exposures.

Operational risks

Operational risks and losses can result from fraud, error by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with conduct of business rules, the failure of internal systems, equipment and external systems (e.g., those of IDB's counterparties or vendors) and occurrence of natural disasters. Although IDB has implemented risk controls and loss mitigation strategies and substantial resources are devoted to developing efficient procedures, it is not possible to entirely eliminate any of the operational risks.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that either the Trustee or the IDB will be unable to comply with its obligations as a company with securities admitted to the Official List of the FSA.

Liquidity risks

Liquidity risks could arise from the inability of IDB to anticipate and provide for unforeseen decreases or changes in funding sources which could have adverse consequences on IDB's ability to meet its obligations when they fall due.

Risk factors relating to the Trust Certificates

Liability under the Trust Certificates

The Trust Certificates will represent entitlements solely to the Trust Assets of the relevant Series. In particular, the Trust Certificates will not be obligations or responsibilities of, or guaranteed by, any of the Delegate, the Principal Paying Agent or any Dealer. None of these persons shall accept any liability whatsoever to any Certificateholders in respect of any failure by the Trustee to pay any amount due under the relevant Trust Certificates.

The ability of the Trustee to pay amounts due in respect of the Trust Certificates will be primarily dependent upon the receipt by the Trustee of all amounts due in respect of the Portfolio of the relevant Series of Trust Certificates (which may not be sufficient to meet all claims under the Trust Certificates, the Programme Documents and relevant Transaction Documents) and ultimately in IDB fulfilling its obligations under the Purchase Undertaking Deed (and relevant Repurchase Agreement) and its obligations to provide a Liquidity Facility to (or otherwise make payments to), and indemnify, the Trustee pursuant to the Master Trust Deed and relevant Supplemental Trust Deed.

The Trust Certificates are Limited Recourse Obligations

Recourse in respect of Trust Certificates is limited to the Trust Assets of the relevant Series of Trust Certificates and the amounts received in respect of the Trust Assets will be the primary source of payments on such Series. Following a Dissolution Event, or early dissolution pursuant to Condition 11.2 (*Early Dissolution for Tax Reasons*) or Condition 11.3 (*Dissolution at the Option of the Trustee*), the sole rights of each of the Trustee, the Delegate and the Certificateholders of the relevant Series of Trust Certificates will be against IDB to pay the Exercise Price in respect of such Series together with any amounts advanced pursuant to the Liquidity Facility (or otherwise paid) to the Trustee pursuant to the Master Trust Deed. Certificateholders will otherwise have no recourse to any assets of the Delegate, IDB, the Dealers and the Agents or any affiliate of any of the foregoing entities in respect of any shortfall in the expected amounts due under the relevant Trust Assets. IDB is obliged to make its payments under the Purchase Undertaking Deed and the relevant Repurchase Agreement or other Programme Documents or Transaction Documents, and to provide a Liquidity Facility to (or otherwise make payments to) the Trustee pursuant to the Master Trust Deed and the relevant Supplemental Trust Deed.

Credit ratings

Trust Certificates issued under the Programme may be rated. Where an issue of Trust Certificates is rated, such rating will not necessarily be the same as the rating assigned to other issues of Trust Certificates issued pursuant to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the

assigning rating agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Trust Certificates issued under the Programme.

Price variations in Shares and Sukuk

The market price of the Trust Certificates is expected to be affected by fluctuations in the market price of any Shares and/or Sukuk included among the Portfolio, and it is impossible to predict whether the price of any such Shares and/or Sukuk will rise or fall. Trading prices of the Shares and Sukuk will be influenced by, among other things, the financial position of the issuer of such Shares or Sukuk, the results of its operations and political, economic, financial and other factors. Any decline in the price of such Shares and/or Sukuk may have an adverse effect on the market price of the Trust Certificates.

Notwithstanding the foregoing, on the Dissolution Date of any Series, the Portfolio will be purchased as a single portfolio of assets by the IDB at an aggregate price that is equal to the original sale price of the Portfolio originally sold by IDB to the Trustee on the Issue Date of the relevant Series.

Risk factors relating to the Portfolio

Liability attaching to owners of assets

In order to comply with the requirements of *Sharia'h*, the ownership of the *ijara* assets will pass to the Trustee and the Certificateholders under the Master Purchase Agreement, the relevant Supplemental Purchase Agreement and the relevant Additional Portfolio Assets Sale Agreements. Accordingly, Certificateholders will have beneficial ownership interests in the relevant constituent assets comprised in the Portfolio unless transfer of such constituent assets comprised in the Portfolio is prohibited by any applicable law. However, to the extent that a third party is able to establish a direct claim against the Trustee or any Certificateholders on the basis of a legal or beneficial ownership in any of the constituent assets comprised in the Portfolio, IDB has agreed in the Master Trust Deed to indemnify the Trustee and Certificateholders against any such liabilities. In the event that IDB is unable to meet any such claims then Certificateholders may suffer losses in excess of the original nominal amount invested.

The Portfolio

No investigation or enquiry will be made and no due diligence will be conducted in respect of any of the constituent assets comprised in the Portfolio. The constituent assets in the Portfolio shall be selected by the IDB and the Certificateholders shall have no ability to influence this selection. Only limited representations will be obtained from IDB in respect of the Portfolio of any Series of Trust Certificates. In particular, the precise terms of any of the constituent assets comprised in the Portfolio will not be known (including whether there are any restrictions on transfer or any further obligations required to be performed by IDB to give effect to the transfer of any of the relevant constituent assets comprised in the Portfolio). No steps will be taken to perfect any transfer of any of the relevant constituent assets comprised in the Portfolio or otherwise give notice of the transfer to any lessee or obligor in respect thereof. Obligors and lessees may have rights of set off or counterclaim against IDB in respect of such constituent assets comprised in the Portfolio.

No investigation will be made as to whether any Portfolio or any constituent assets comprised therein may be transferred as a matter of the law governing the contracts, the law of the jurisdiction where such assets are located or even the law where the obligors are situated. No investigation will be made to determine if the Master Purchase Agreement together with the relevant Supplemental Purchase Agreement and the relevant Additional Portfolio Assets Sale Agreements will have the effect of transferring any of the constituent assets comprised in the Portfolio of the relevant Series of Trust Certificates or any Additional Portfolio Assets. Accordingly, no assurance will be given that the relevant Portfolio will actually be transferred to the Trustee.

In order to maintain the economic benefit of the proposed transfer, the Master Purchase Agreement provides that to the extent that the sale and purchase or transfer of any of the constituent assets comprised in the Portfolio is not effective in any jurisdiction for any reason, IDB agrees to pay any and all amounts received by it in respect of the Portfolio to the Trustee immediately upon receipt. IDB (in the Master Purchase Agreement) has provided indemnities for, *inter alia*, any losses suffered as a result of any failure to transfer any Portfolio. Ultimately payments of amounts due in respect of the Trust Certificates will however be dependent on the performance of IDB in making payments under the Purchase Undertaking Deed (and the relevant Repurchase Agreement) and its obligations to provide a Liquidity Facility to (or otherwise make payments to) the Trustee pursuant to the Master Trust Deed and the relevant Supplemental Trust Deed.

Pronouncement

IDB's *Sharia'h* Committee has issued a pronouncement in the Arabic language on 20 July 2009 (the "**Pronouncement**") that the structure and mechanism of the Programme Documents and the Transaction Documents are acceptable within the principles of *Sharia'h*. Prospective Certificateholders and any prospective third parties distributing the Trust Certificates should understand that they may not rely on the Pronouncement in deciding whether to make an investment in the Trust Certificates and should consult their own *Sharia'h* advisers as to whether the proposed transaction meets their respective *Sharia'h* requirements. At the time of each issue of Trust Certificates under the Programme, IDB will represent that the then current Pronouncement remains in force. In addition, IDB has in the Dealer Agreement covenanted that if there is any change in, or if any change is proposed to, the current Pronouncement, it will properly inform the Dealers.

Risk factors relating to payments

Periodic Distribution Amount

It is expected that the rate of return of the Portfolio of each Series of Trust Certificates will exceed the relevant Periodic Distribution Amount due in respect of the corresponding Series of Trust Certificates. It is expected that until the Trust Certificates of the relevant Series are redeemed in full, the Trustee will receive principal collections in respect of the relevant Portfolio and that such amounts will be invested in purchasing Additional Portfolio Assets (comprising *ijara* contracts and the related underlying assets, *murabaha* receivables, *istisna'a* receivables, Shares and/or Sukuk) or as otherwise specified in the relevant Final Terms.

However, there is no assurance that such principal collections will be so invested nor any assurance that the profit generated by any such Additional Portfolio Assets will be sufficient to ensure that the Trustee will have sufficient profit collections to pay Periodic Distribution Amounts in respect of any Series of Trust Certificates. To mitigate this risk, if specified in the relevant Final Terms it will be a Dissolution Event if the expected profit (expressed as a percentage of the outstanding principal amount of the Trust Certificates) in respect of the Portfolio (as disclosed in each Service Report) falls below the percentage return specified in the relevant Final Terms.

Credit Risk

The Trustee is subject to the risk of default in payment by the obligors under each of the *ijara* contracts, *murabaha* receivables, *istisna'a* receivables and/or Sukuk comprised in any Portfolio and the risk that the issuer of the Shares becomes insolvent. This risk is addressed in respect of the Trust Certificates by IDB, primarily pursuant to a combination of the Liquidity Facility in the Master Trust Deed and the Purchase Undertaking Deed (and the relevant Repurchase Agreement). IDB has undertaken to make advances (without any demand being required to be made) to the Trustee pursuant to the Liquidity Facility contained in the Master Trust Deed to allow timely payment of amounts due to Certificateholders under the Trust Certificates. Furthermore, the Exercise Price payable by IDB in respect of any Portfolio under the Purchase Undertaking Deed (and to be specified in the relevant Repurchase Agreement) will be based on (a) the Aggregate Nominal Amount (specified in the relevant Final Terms) of the relevant Series of Trust Certificates, and (b) the amount of accrued but unpaid Periodic Distribution Amounts on such date (including any additional amounts payable pursuant to Condition 12 (*Taxation*)).

Currency Risk

The payments made by obligors in respect of the constituent assets comprised in any Portfolio may be calculated by reference to a schedule denominated in a variety of currencies, including Islamic Dinars (the "**relevant currency**") though the actual payments may be made in a currency selected by the obligor. In addition, the relevant currency applicable to dividend and other payments made on Shares included in any Portfolio may be different from the Specified Currency. Accordingly, in the event of changes in the rate of exchange between the Specified Currency of the relevant Series of Trust Certificates and the relevant currency or in the rate between the relevant currency and the currency in which the obligor makes payments, there could be a shortfall in the amounts available to pay principal and profit in respect of the Trust Certificates. To mitigate this risk, IDB will prepare a schedule of payments in the Specified Currency in respect of the Portfolio of the relevant Series of Trust Certificates. In addition, IDB has undertaken to make advances (without any demand being required to be made) to the Trustee pursuant to the Liquidity Facility contained in the Master Trust Deed to allow timely payment of amounts due to Certificateholders under the Trust Certificates. Furthermore, the Exercise Price payable by IDB in respect of any Portfolio under the Purchase Undertaking Deed (and to be specified in the relevant Repurchase Agreement) will be based on (a)

the Aggregate Nominal Amount (specified in the relevant Final Terms) of the relevant Series of Trust Certificates, and (b) the amount of accrued but unpaid Periodic Distribution Amounts on such date (including any additional amounts payable pursuant to Condition 12 (*Taxation*)).

Risk factors relating to taxation

Taxation Risks on Payments

Payments made by the Trustee in respect of the Trust Certificates could become subject to taxation. Condition 12 (*Taxation*) provides that the Trustee is required to gross-up for any such withholdings or deductions imposed by Jersey and any Member Country in certain circumstances (management of IDB believe that the circumstances in which a Member Country may impose withholding or deductions are rare). In the event that the Trustee fails to gross-up for any such withholding or deduction on payments due in respect of the Trust Certificates to Certificateholders IDB has, pursuant to the Master Trust Deed, unconditionally and irrevocably undertaken (irrespective of the payment of any fee), as a continuing obligation, to pay to the Trustee (for the benefit of the Certificateholders) the liabilities of the Trustee in respect of any and all additional amounts required to be paid in respect of the Trust Certificates pursuant to Condition 12 (*Taxation*) in respect of any withholding or deduction in respect of any tax as set out in that Condition.

EU Directive on the Taxation of Savings Income

In the event that any withholding or deduction for or on account of taxes is imposed or is otherwise applicable to payments of principal or profit on the Trust Certificates to Certificateholders the Trustee and IDB are obliged to pay additional amounts to cover the amounts so deducted to Certificateholders, save in the limited circumstances set out in Condition 12 (*Taxation*). For the avoidance of doubt, neither the Delegate nor the Principal Paying Agent nor any other person is obliged to gross-up or otherwise compensate Certificateholders for any lesser amounts that Certificateholders may receive as a result of such withholding or deduction.

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of certain payments (which may include payments of Periodic Distribution Amounts) or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, including Jersey, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

However, each of the Trustee and IDB has agreed that, for so long as any Trust Certificate is outstanding, it will maintain at all times a Principal Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC, or maintain a Principal Paying Agent with a specified office outside the European Union if there is no member state that is not obliged to withhold or deduct tax pursuant to such Directive.

Risk factors relating to enforcement

Change of law

The structure of the Programme and of any issue of Trust Certificates under it are based on English law and administrative practice in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to English law or administrative practice after the date of this Base Prospectus, nor can any assurance be given as to whether any such change could adversely affect the ability of the Trustee to make payments under the Trust Certificates.

Enforcement Risk

Certain payments under the Trust Certificates are dependent upon IDB making payments in the manner contemplated under the Purchase Undertaking Deed (and the relevant Repurchase

Agreement) and providing a Liquidity Facility and other payments as provided in the Master Trust Deed.

If IDB should fail to do so it would be necessary to enforce its obligations. IDB has irrevocably agreed to the documentation being governed by English law and to the courts of England having exclusive jurisdiction to settle disputes. Notwithstanding that a judgment may be obtained in an English court there is no assurance that IDB has or would at the relevant time have assets in the United Kingdom against which such a judgment could be enforced. Under the laws of some of IDB's Member Countries (for example, under the laws of the Kingdom of Saudi Arabia) while the parties to any agreement may stipulate the laws of England as the law by which that agreement is to be governed and construed and submit to the jurisdiction of the English courts, the courts of such jurisdiction may not be bound by such acceptance or submission. If any actions were instituted before such courts and adjudicatory authorities, such courts and authorities may not apply the relevant foreign law but, rather, would apply local laws which may not recognise the doctrine of conflict of laws.

IDB's Articles of Agreement provide that all property and assets of IDB shall, wherever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of a final judgment against it. The Articles of Agreement require each Member Country of IDB, in accordance with its judicial system, to promptly take such action as is necessary to make effective in its own territory the provisions as to, *inter alia*, immunity.

Therefore, any judgment obtained against IDB in an English court may not be capable of enforcement in IDB's Member Countries and if capable of enforcement such enforcement may be time consuming and costly.

Claims for Specific Performance

In the event that IDB fails to perform its obligations under the Purchase Undertaking Deed or the relevant Repurchase Agreement or to advance the Liquidity Facility or make other payments under the Master Trust Deed then the potential remedies available to the Trustee include obtaining an order for specific performance of IDB's obligations or a claim for damages. There is no assurance that a court will provide an order for specific performance which is a discretionary matter.

The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors including an obligation on the Trustee to mitigate. No assurance is provided on the level of damages which a court may award in the event of a failure by IDB to perform its obligations set out in the Purchase Undertaking Deed or the Master Trust Deed.

Additional risks

Absence of Secondary Market/Limited Liquidity

There is no assurance that a market for the Trust Certificates of any Series will develop or, if it does develop, that it will continue for the life of such Trust Certificates. Illiquidity means that a Certificateholder may not be able to find a buyer to buy its Trust Certificates readily or at prices that will enable the Certificateholder to realise a desired yield. Illiquidity can have a severe adverse effect on the market value of the Trust Certificates. Accordingly, the purchase of the Trust Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the Trust Certificates and the financial and other risks associated with an investment in the Trust Certificates.

Consents to variation of Programme Documents and other matters

The Master Trust Deed contains provisions permitting the Delegate, or Trustee acting on the directions of the Delegate (acting as directed by the Certificateholders), from time to time and at any time without any consent or sanction of the Certificateholders to make any modification to the Master Trust Deed if in the opinion of the Delegate such modification (a) is of a formal, minor or technical nature, or (b) is made to correct a manifest or proven error, or (c) is not materially prejudicial to the interest of Certificateholders. Unless the Delegate otherwise decides, any such modification shall as soon as practicable thereafter be notified to the Certificateholders and shall in any event be binding upon the Certificateholders.

Principal Features of the Programme

This summary must be read as an introduction to this Base Prospectus and any decision to invest in the Trust Certificates should be based on a consideration of the Base Prospectus as a whole, including any information incorporated by reference and the applicable Final Terms. Following the implementation of the Prospectus Directive (Directive 2003/71/EC) in each Member State of the European Economic Area, no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus, including any information incorporated by reference. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member States, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Reference to a “Condition” is to a numbered condition of the “Terms and Conditions of the Trust Certificates”.

Overview

The Programme provides a facility for the issuance of Trust Certificates in series (each, a “**Series**”). The terms and conditions governing each Series of Trust Certificates will be the “*Terms and Conditions of the Trust Certificates*” as described herein, as modified or supplemented by the relevant Final Terms. The following is a summary of the principal features of the Trust Certificates.

On the occasion of each issuance of Trust Certificates, IDB Trust Services Limited as trustee (the “**Trustee**”) will receive the contributions from the Certificateholders (as defined in the Conditions) representing the proceeds of the Trust Certificates in the amount specified in the relevant Supplemental Trust Deed. IDB will provide an advance (pursuant to the Liquidity Facility described below) to the Trustee of an amount (the “**IDB Contribution**”, as defined in the Master Trust Deed) equal to, *inter alia*, the issue cost of the relevant Series of Trust Certificates (as specified in the relevant Supplemental Trust Deed).

The Trustee has agreed to apply, on each occasion on which Trust Certificates are issued and in respect of the relevant Series of Trust Certificates only, the net proceeds of the issue of such Trust Certificates to purchase from IDB a separate and independent portfolio of assets created by IDB and comprising of:

- (a) at least fifty-one per cent. tangible assets comprising of *ijara* contracts (together with the underlying assets other than voting rights), Shariah compliant equity instruments (and the assets underlying those shares) (“**Shares**”) and/or sukuk certificates (and the assets underlying those sukuk certificates) (“**Sukuk**”); and
- (b) no more than forty nine per cent. intangible assets comprising of *istisna’a* receivables and/or, *murabaha* receivables,

including, without limitation, the right to receive payment of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of IDB and the right to exercise all powers of IDB thereunder, the constituent elements of which may be supplemented from time to time with Additional Portfolio Assets (the “**Portfolio**”), in accordance with an amended and restated master purchase agreement dated on or about 28 July 2009 between the Trustee and IDB (the “**Master Purchase Agreement**”) and, in respect of each Series, a supplemental purchase agreement between the Trustee and IDB (each a “**Supplemental Purchase Agreement**”).

Pursuant to an additional portfolio assets sale undertaking deed dated on or about 28 July 2009 (the “**Additional Portfolio Assets Sale Undertaking Deed**”), the Trustee has been granted the right to require IDB to sell, in certain circumstances (as detailed below), to the Trustee on the relevant Settlement Date (as specified in the relevant exercise notice (the “**Additional Portfolio Assets Exercise Notice**”) scheduled to the Additional Portfolio Assets Sale Undertaking Deed), at the relevant purchase price (the “**Purchase Price**”), the relevant “**Additional Portfolio Assets**” (as defined in the Master Purchase Agreement and as specified in the relevant Additional Portfolio Assets Exercise Notice).

The Purchase Price payable for the relevant Additional Portfolio Assets will be specified in the relevant sale agreement (the “**Additional Portfolio Assets Sale Agreement**”) scheduled to the Additional

Portfolio Assets Sale Undertaking Deed and will be an aggregate amount no greater than the total amount of principal collections to be applied to the acquisition of Additional Portfolio Assets in order to reduce any Revenue Generating Assets Shortfall disclosed in a Servicing Report to zero (the “**Revenue Generating Assets Make-Whole Amount**”) in respect of the relevant Series.

This right granted under the Additional Portfolio Assets Sale Undertaking Deed may only be exercised by the Trustee if, and only to the extent that, IDB has relevant Additional Portfolio Assets on its balance sheet and at its disposal for sale to the Trustee (as specified in the relevant Purchase Report (as defined in the Master Purchase Agreement)) and if:

- (a) in respect of the relevant Series, on the relevant Report Date (as defined in the Master Purchase Agreement) prior to the relevant Settlement Date:
 - (i) the aggregate net asset value of all *ijara* contracts, Shares and Sukuk comprised in the relevant Portfolio (less all principal collections (if any) received in respect of those assets during the period from the closing date or the relevant settlement date (as applicable) to but excluding the relevant Report Date) divided by the net asset value of the relevant Portfolio and multiplied by one hundred, as set out in the relevant Servicing Report on a Report Date (the “**Tangibility**”), as identified in the Servicing Report (as defined in the Wakala Agreement), is less than 51%; or
 - (ii) there is a Revenue Generating Assets Shortfall identified in the relevant Servicing Report, by delivering an Additional Portfolio Assets Exercise Notice to IDB specifying the Settlement Date and details of the Additional Portfolio Assets to be purchased; and
- (b) the Additional Portfolio Assets specified in the relevant Additional Portfolio Assets Exercise Notice comprise of:
 - (i) in the event that the relevant Additional Portfolio Assets Exercise Notice is delivered pursuant to paragraph (a)(i) above, the rights, title, interest and benefit of IDB in, to and under *ijara* contracts (together with the relevant underlying assets other than voting rights), Shares and/or Sukuk (as, and only to the extent, specified in the relevant Purchase Report) the aggregate Net Asset Value of such *ijara* contracts, Shares and/or Sukuk being no greater than the relevant Tangibility Make-Whole Amount (as defined in the Wakala Agreement); and
 - (ii) in the event that the relevant Additional Portfolio Assets Exercise Notice is delivered pursuant to paragraph (a)(ii) above, Additional Portfolio Assets (as, and only to the extent, specified in the relevant Purchase Report) the aggregate Net Asset Value of such Additional Portfolio Assets being no greater than the relevant Revenue Generating Assets Make-Whole Amount.

Following the exercise of this right, the Trustee will pay the relevant Purchase Price to the IDB and the Trustee and IDB will enter into an Additional Portfolio Assets Sale Agreement to effect the sale of the relevant Additional Portfolio Assets to the Trustee.

In the event that the IDB has insufficient assets available to sell to the Trustee on a Settlement Date, the Trustee will not be able to exercise the Additional Portfolio Assets Sale Undertaking Deed. Instead the Trustee shall instruct the Wakeel to purchase additional Sukuk and Shares from the open market on its behalf in accordance with the terms of the Wakala Agreement.

Pursuant to an amended and restated master trust deed (the “**Master Trust Deed**”) dated on or about 28 July 2009 between the Trustee, IDB and The Law Debenture Trust Corporation p.l.c. (the “**Delegate**”), as the same will be supplemented (on the occasion of the issue of each Series of Trust Certificates) by a supplemental trust deed (each, a “**Supplemental Trust Deed**” and, together with the Master Trust Deed, the “**Trust Deed**”) in respect of the relevant Series of Trust Certificates, the Trustee will declare a trust (each, a “**Trust**”) over, *inter alia*, the Portfolio, its rights, interests and benefits under the Purchase Undertaking Deed, the Liquidity Facility and certain other documents which it has entered into and any amounts standing to the credit of any relevant bank account or any other amounts held by any agent on its behalf in relation to the relevant Series of Trust Certificates, subject to the terms of the relevant Supplemental Trust Deed (the “**Trust Assets**”). Each Trust will be declared for the benefit of the Certificateholders of the relevant Series.

The Trustee shall carry out the activities of the relevant Trust in accordance with the Trust Deed. In accordance with the Trust Deed, the Trustee will unconditionally and irrevocably appoint the Delegate to be its attorney and to exercise certain future duties, powers, authorities and discretions

vested in the Trustee by certain provisions in Trust Deed and in accordance with the terms of the Trust Deed at all times.

The Trustee has appointed IDB to perform limited actions in order to manage the Portfolio of each Series of Trust Certificates pursuant to an amended and restated servicing agreement dated on or about 28 July 2009 between, *inter alios*, the Trustee and IDB (the “**Wakala Agreement**”).

Profit received in respect of the Portfolio of each Series of Trust Certificates will, after paying the expenses of the relevant Trust, be applied to make Periodic Distributions in respect of such Series of Trust Certificates on the relevant Periodic Distribution Date(s), as more particularly described in the Conditions.

Principal amounts received in respect of the Portfolio of each Series of Trust Certificates will be credited to the Principal Account and if either a Tangibility Make-Whole Amount and/or Revenue Generating Assets Make-Whole Amount arises, shall be used firstly in acquiring from IDB Additional Portfolio Assets pursuant to the Additional Portfolio Assets Sale Undertaking Deed and secondly, to the extent that IDB does not have sufficient Additional Portfolio Assets on its balance sheet and at its disposal for sale to the Trustee to enable the Trustee to reinvest the principal amounts in full, by acquiring Shares and/or Sukuk in the open market (through IDB as its wakeel). Any such Additional Portfolio Assets, Shares and Sukuk will form part of the Portfolio of the relevant Series of Trust Certificates.

IDB has agreed to purchase the outstanding Portfolio on the relevant Maturity Date or following the occurrence of the Dissolution Event (as defined in the Conditions) pursuant to an amended and restated purchase undertaking deed dated on or about 28 July 2009 executed by IDB in favour of the Trustee (the “**Purchase Undertaking Deed**”), to be supplemented, at the time of each such purchase, by a repurchase agreement (each a “**Repurchase Agreement**”) substantially in the form annexed to the Purchase Undertaking Deed and containing the specific terms applicable to the relevant purchase.

The Trustee has agreed to sell the outstanding Portfolio, upon the occurrence of an early dissolution for taxation reasons under Condition 11.2 (*Early Dissolution for Taxation Reasons*) or an optional dissolution (call) under Condition 11.3 (*Dissolution at the Option of the Trustee*), pursuant to a sale undertaking deed (the “**Sale Undertaking Deed**”) dated on or about 28 July 2009, executed by the Trustee in favour of IDB, to be supplemented at the time of such sale, by a sale agreement (each a “**Sale Agreement**”) substantially in the form annexed to the Sale Undertaking Deed and containing the specific terms applicable to the relevant purchase.

The purchase price payable by IDB pursuant to each such Repurchase Agreement or Sale Agreement, as the case may be, will be an amount equal to (a) the Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series of Trust Certificates, and (b) the amount of accrued but unpaid Periodic Distribution Amounts on such date, as more particularly described in “*Summary of the Principal Programme Documents*”.

IDB has agreed, in the Master Trust Deed, to make available a facility as described herein (the “**Liquidity Facility**”) to the Trustee to ensure timely payment of, *inter alia*, Periodic Distribution Amounts in respect of each Series of Trust Certificates. No interest is payable in respect of advances made pursuant to such facility. Such advances are repayable ahead of payments in respect of the Trust Certificates unless otherwise specified in the Final Terms of the relevant Series.

Certificateholders, by subscribing for or acquiring Trust Certificates, acknowledge that no recourse may be had for the payment of any amount owing in respect of any Trust Certificates against the Trustee or the Delegate, in any circumstances whatsoever, or the relevant Trust to the extent the relevant Trust Assets (as defined in the Conditions) have been exhausted, following which all obligations of the Trustee, the Delegate and the relevant Trust shall be extinguished.

Certificateholders should note that through a combination of, *inter alia*, the Liquidity Facility and the Purchase Undertaking Deed, the Trustee will have recourse to IDB and the ability of the Trustee to pay the amounts due in respect of the Trust Certificates will ultimately be dependent on IDB.

A description of IDB is included within this Base Prospectus under “*Description of IDB*” below.

The Master Purchase Agreement, the Wakala Agreement, the Purchase Undertaking Deed, the Sale Undertaking Deed, the Additional Portfolio Assets Sale Undertaking Deed and the Liquidity Facility available to the Trustee under the Master Trust Deed are described in more detail in “*Summary of the Principal Programme Documents*” below.

Parties

Trustee	IDB Trust Services Limited, a company incorporated in accordance with the laws of, and formed and registered in, Jersey. The affairs of the Trustee are managed by Ogier SPV Services Limited (as provider of corporate services to the Trustee) pursuant to a corporate services agreement entered into on or about 23 May 2005 (the “ Corporate Services Agreement ”).
Liquidity Facility Provider	The Islamic Development Bank.
Joint-Arrangers	Deutsche Bank AG, London Branch and HSBC Bank plc.
Dealers	Deutsche Bank AG, London Branch and HSBC Bank plc.
Delegate	The Law Debenture Trust Corporation p.l.c.
Principal Paying Agent and Calculation Agent	HSBC Bank plc.
Registrar, Replacement Agent and Transfer Agent	HSBC Private Bank (C.I.) Limited, Jersey Branch.
Corporate Administrator	Ogier SPV Services Limited.

Summary of the Programme

Listing:	Application has been made to the United Kingdom Financial Services Authority (the “ FSA ”), which is the United Kingdom competent authority for the purposes of Directive 2003/71/EC (the “ Prospectus Directive ”) to approve this document as a base prospectus. Applications have been made for such Trust Certificates to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FSA and to trading on the Regulated Market of the London Stock Exchange plc (the “ London Stock Exchange ”). The Regulated Market of the London Stock Exchange is a regulated market for the purposes of Directive 2004/39/EC on markets in financial instruments. The Programme also permits Trust Certificates to be issued on an unlisted basis or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Trustee and the relevant Dealer.
Programme Amount:	Up to U.S.\$1,500,000,000 (or its equivalent in other currencies) aggregate principal amount of Trust Certificates outstanding at any one time. The size of the Programme may be increased in accordance with the terms of the Dealer Agreement.
Denominations:	Subject as set out below, Trust Certificates will be issued in minimum denominations of €50,000 (or equivalent in another currency) or in such other higher denomination(s) as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Trust Certificates which may be admitted to trading on the Regulated Market of the London Stock Exchange and/or admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system situated or operating in a member state of the European Union may not (a) have a minimum denomination of less than €50,000 (or nearly equivalent in another currency), or (b) carry the right to acquire shares (or transferable securities equivalent to shares) issued by the Trustee or by any entity to whose group the Trustee belongs.

Final Terms:	Each Series will be the subject of Final Terms which, for the purposes of that Series only, supplements the Terms and Conditions of the Trust Certificates and this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Series of Trust Certificates are the Terms and Conditions of the Trust Certificates as supplemented, amended and/or replaced by the relevant Final Terms.
Currencies:	Trust Certificates may be denominated in U.S.\$, euro or in any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. If so provided in the relevant Final Terms, payments in respect of Trust Certificates may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Trust Certificates are denominated.
Status:	Each Trust Certificate will evidence an undivided beneficial ownership of the Certificateholders in the Trust Assets of the relevant Series and will be limited recourse obligations of the Trustee and will rank <i>pari passu</i> , without any preference or priority, with all other present and future Trust Certificates issued under the Programme.
Liquidity Facility:	IDB has agreed, in the Master Trust Deed, to make available a facility to the Trustee to ensure timely payment of Periodic Distribution Amounts, amounts due to the Delegate and the expenses of the Trustee (other than amounts payable to IDB) in respect of each Series of Trust Certificates. See “ <i>Summary of Principal Programme Documents</i> ”.
Form and Delivery of the Trust Certificates:	Trust Certificates will be issued in registered form only, initially (unless otherwise specified in the relevant Final Terms) in the form of a permanent global trust certificate (the “ Global Trust Certificate ”) which will be deposited with, and registered in the name of a nominee for, a common depositary for Euroclear Bank S.A./N.V. as operator of the Euroclear System (“ Euroclear ”) and Clearstream Banking, société anonyme (“ Clearstream, Luxembourg ”). Only in exceptional circumstances or unless otherwise specified in the relevant Final Terms will individual registered trust certificates (“ Individual Trust Certificates ”) evidencing holdings of trust certificates be issued in exchange for the relevant Global Trust Certificate. See “ <i>Provisions relating to the Trust Certificates whilst in Global Form</i> ” below.
Clearance and Settlement:	Interests in the Trust Certificates will be held through Euroclear or Clearstream, Luxembourg or any other clearing system as may be specified in the relevant Final Terms. Transfers within Euroclear or Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearing system. See “ <i>Provisions relating to the Trust Certificates whilst in Global Form</i> ” below.
Maturities:	Trust Certificates with a final Maturity Date of less than one year will not be issued under the Programme. Subject to the foregoing, Trust Certificates may be issued with any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Periodic Distributions:	Certificateholders are entitled to receive Periodic Distribution Amounts (as defined in the Conditions) calculated on the basis specified in the Final Terms applicable to the relevant Series of Trust Certificates.

Redemption of Trust Certificates:	Trust Certificates may be redeemed at the Final Dissolution Amount as may be specified in the relevant Final Terms.
Early Dissolution of the Trust:	Other than as a result of the occurrence of a Dissolution Event or as a result of an Optional Dissolution (see below), the Trust will not be subject to dissolution and the relevant Trust Certificates will not be redeemed prior to the Maturity Date (as defined in the relevant Final Terms).
Dissolution Events:	Upon the occurrence of any Dissolution Event, the Trust Certificates may be redeemed on the Dissolution Date at the Final Dissolution Amount as may be specified in the Final Terms. See Condition 14 (<i>Dissolution Events</i>).
Optional Dissolution:	If so specified in the relevant Final Terms, a Series of Trust Certificates may be dissolved prior to its scheduled dissolution in the circumstances set out in Condition 11.2 (<i>Early Dissolution for Tax Reasons</i>) and Condition 11.3 (<i>Dissolution at the Option of the Trustee</i>).
Withholding Tax:	All payments in respect of Trust Certificates by the Trustee shall be made without withholding or deduction for, or on account of, any taxes, levies, imposts, duties, fees, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction (as such term is defined in the Conditions). In the event that any such withholding or deduction is made, the Trustee will, save in the limited circumstances provided in Condition 12 (<i>Taxation</i>), be required to pay additional amounts so that the holders of the Trust Certificates will receive the full amounts that they would have received in the absence of such withholding or deduction.
Programme Documents:	The Master Purchase Agreement, the Master Trust Deed, the Wakala Agreement, the Purchase Undertaking Deed, the Sale Undertaking Deed, the Additional Portfolio Assets Sale Undertaking Deed, the Agency Agreement, the Dealer Agreement and the Corporate Services Agreement.
Transaction Documents:	In respect of each Series of Trust Certificates, any Supplemental Purchase Agreement, any Supplemental Trust Deed, any Repurchase Agreement, any Sale Agreement, any Additional Portfolio Assets Sale Agreement and any Relevant Agreement (as defined in the Dealer Agreement).
Governing Law:	The Programme Documents (with the exception of the Corporate Services Agreement) will be governed by English law. The Corporate Services Agreement will be governed by the laws of Jersey. The Transaction Documents (with the exception of the Relevant Agreement) will be governed by English law. The Relevant Agreement will be governed by the law stated therein.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Trust Certificates and on the distribution of offering material in the United States of America, the United Kingdom, the Kingdom of Saudi Arabia, Jersey, Switzerland, Malaysia, Hong Kong and Singapore, see “ <i>Subscription and Sale</i> ” below.
Covenants:	The Trustee has agreed to certain restrictive covenants in the Master Trust Deed, as more fully set out in Condition 6 (<i>Covenants</i>).
Cross Default:	None.
Limited Recourse:	Each Trust Certificate of a particular Series will represent an undivided beneficial ownership interest in the Trust Assets for such Series. No payment of any amount whatsoever shall be made in respect of the Trust Certificates except to the extent that funds for

that purpose are available from the relevant Trust Assets. Certificateholders have no recourse to any assets of the Trustee (other than the relevant Trust Assets) or IDB (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party) or the Delegate or any Agent or any of their respective affiliates in respect of any shortfall in the expected amounts from the relevant Trust Assets, to the extent the relevant Trust Assets have been enforced, realised and fully discharged, following which all obligations of the Trustee and IDB shall be extinguished.

Terms and Conditions of the Trust Certificates

The following is the text of the Terms and Conditions of the Trust Certificates, which, as supplemented, amended and/or replaced by the relevant Final Terms, will be endorsed on each Trust Certificate in individual registered form issued under the Programme and will apply to the Global Trust Certificate. The applicable Final Terms in relation to any series of Trust Certificates may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Trust Certificates.

IDB Trust Services Limited (the “**Trustee**”) has established a programme (the “**Programme**”) for the issuance of up to U.S.\$1,500,000,000 in aggregate principal amount of Trust Certificates.

Trust Certificates issued under the Programme (the “**Trust Certificates**”) are issued in series (each a “**Series**”) of Trust Certificates. Each Series is the subject of final terms (“**Final Terms**”). The Conditions applicable to any particular Series of Trust Certificates are these Conditions as supplemented, amended and/or replaced by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

In these Terms and Conditions (“**Conditions**”), references to “**Trust Certificates**” shall be references to the Trust Certificates which are the subject of the relevant Final Terms.

Each of the Trust Certificates will represent an undivided beneficial ownership interest in the relevant Trust Assets held by the Trustee on trust (the “**Trust**”) for, *inter alia*, the benefit of the registered holders of the Trust Certificates pursuant to (i) an amended and restated master trust deed (the “**Master Trust Deed**”) dated 28 July 2009 and made between the Trustee, The Islamic Development Bank (the “**IDB**”) and The Law Debenture Trust Corporation p.l.c. (the “**Delegate**”) as well as (ii) the relevant supplemental trust deed (each, a “**Supplemental Trust Deed**” and, together with the Master Trust Deed, the “**Trust Deed**”) applicable to each Series.

In accordance with the Trust Deed, the Trustee will unconditionally and irrevocably appoint the Delegate to be its attorney and to exercise certain future duties, powers, authorities and discretions vested in the Trustee by certain provisions in Trust Deed and in accordance with the terms of the Trust Deed at all times. The Delegate is entitled to receive its properly incurred fees, costs, charges and expenses for acting in relation to the Trust Certificates from the Certificateholder Entitlement in the distributions of Trust Assets ahead of the distributions to Certificateholders.

Payments relating to the Trust Certificates will be made pursuant to an amended and restated issue and paying agency agreement dated on or about 28 July 2009 (the “**Agency Agreement**”) made between the Trustee, IDB, the Delegate, HSBC Bank plc as principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor agent) and as Calculation Agent, and HSBC Private Bank (C.I.) Limited, Jersey Branch as registrar (in such capacity the “**Registrar**”), as Replacement Agent (in such capacity, the “**Replacement Agent**”) and as transfer agent (in such capacity, the “**Transfer Agent**”, and together with the Calculation Agent, the Transfer Agent, the Registrar and the Principal Paying Agent, the “**Agents**”).

Copies of the documents set out below are available for inspection and obtainable free of charge during normal business hours at the Specified Office for the time being of the Principal Paying Agent. The Certificateholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the documents set out below to which the Trustee is a party:

- (a) an amended and restated master purchase agreement between the Trustee and IDB dated on or about 28 July 2009 (the “**Master Purchase Agreement**”);
- (b) any supplemental purchase agreement (each, a “**Supplemental Purchase Agreement**”) in relation to Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system;
- (c) an amended and restated servicing agreement between the Trustee and IDB as wakeel (the “**Wakeel**”) dated on or about 28 July 2009 (the “**Wakala Agreement**”);
- (d) a purchase undertaking deed dated on or about 28 July 2009 (the “**Purchase Undertaking Deed**”), containing the form of repurchase agreement (the “**Repurchase Agreement**”) to be executed by IDB and the Trustee on the relevant Dissolution Date of the relevant Series of Trust Certificates;

- (e) a sale undertaking deed executed by the Trustee in favour of IDB dated on or about 28 July 2009, (the “**Sale Undertaking Deed**”) containing the form of sale agreement (the “**Sale Agreement**”) to be executed by IDB and the Trustee on the relevant Dissolution Date of the relevant Series of Trust Certificate;
- (f) an additional portfolio assets sale undertaking deed executed by IDB in favour of the Trustee dated on or about 28 July 2009, (the “**Additional Portfolio Assets Sale Undertaking Deed**”) containing the form of the additional portfolio assets sale agreement (the “**Additional Portfolio Assets Sale Agreement**”) to be executed by IDB and the Trustee on any relevant Settlement Dates of the relevant Series of Trust Certificates;
- (g) the Master Trust Deed (incorporating the Liquidity Facility and the provisions regarding the appointment of the Delegate);
- (h) any Supplemental Trust Deed in relation to Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system;
- (i) the Agency Agreement;
- (j) a corporate services agreement between Ogier SPV Services Limited (as provider of corporate services to the Trustee) and the Trustee dated 23 May 2005 (the “**Corporate Services Agreement**”);
- (k) an amended and restated dealer agreement between the Trustee, IDB and the Dealers dated on or about 28 July 2009 (the “**Dealer Agreement**”);
- (l) any Final Terms in relation to Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system;
- (m) copies of each purchase report (“**Purchase Report**”) produced on each Report Date by IDB substantively in the form set out in Schedule 2 (*Purchase Report*) of the Master Purchase Agreement in respect of any Series of Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system; and
- (n) copies of each servicing report (“**Servicing Report**”) produced by the Wakeel substantively in the form set out in Schedule 1 (*Form of Servicing Report*) of the Wakala Agreement in respect of any Series of Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system.

Each Servicing Report will set out, in respect of the relevant Series of Trust Certificates, the principal and profit collections received in respect of each *ijara* contract, *murabaha* receivables and *istisna’a* receivables, as well as dividends and other receivables in respect of Shares and Sukuk since the previous Servicing Report. Each Purchase Report will detail, in respect of the relevant Series of Trust Certificates, the *ijara*, *murabaha* and *istisna’a* receivables which have matured, and the Shares and/or Sukuk that have been capitalised, repurchased or redeemed since the previous Purchase Report, any Additional Portfolio Assets purchased during that period and their net asset value as at the date of the report.

Copies of the Supplemental Purchase Agreement, the Supplemental Trust Deed, the Final Terms, any Purchase Report and any Servicing Report in respect of Trust Certificates which are not admitted to listing, trading and/or quotation on any competent authority, stock exchange or quotation system will only be available for inspection and obtainable free of charge by the relevant Certificateholders from the Principal Paying Agent.

The statements in the Conditions include summaries of, and are subject to, detailed provisions of the Master Trust Deed, the relevant Supplemental Trust Deed and the Agency Agreement.

Each initial Certificateholder, by its acquisition and holding of its interest in a Trust Certificate, shall be deemed to authorise and direct the Trustee, on behalf of the Certificateholders, (a) to apply the sums paid by it in respect of its Trust Certificates to purchase the Portfolio from IDB; and (b) to enter into each Transaction Document to which it is expressed to be a party, subject to the terms and conditions of the Master Trust Deed, as supplemented by the relevant Supplemental Trust Deed and these Conditions.

1. INTERPRETATION

1.1 Definitions

In these Conditions the following expressions have the following meanings:

“**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Additional Financial Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Business Day**” means:

- (i) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in the Kingdom of Saudi Arabia, in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) “**Preceding Business Day Convention**” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) “**FRN Convention**”, “**Floating Rate Convention**” or “**Eurodollar Convention**” means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) “**No Adjustment**” means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“**Calculation Agent**” means the Principal Paying Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Periodic Distribution Amount and/or such other amount(s) as may be specified in the relevant Final Terms;

“**Calculation Amount**” has the meaning given in the relevant Final Terms;

“**Calculation Date**” means, in respect of each Series, the date specified in the relevant Supplemental Purchase Agreement;

“**Certificateholder Contribution**” has the meaning given in the relevant Final Terms;

“**Certificateholder Entitlement**” has the meaning given in the relevant Final Terms;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if “**Actual/Actual (ICMA)**” is so specified, means:

- (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
- (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and **D₁** is greater than 29, in which case **D₂** will be 30; and

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case **D₂** will be 30; and

- (vii) if “**30E/360 (ISDA)**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“**Dissolution Amount**” means, as appropriate, the Final Dissolution Amount, the Early Dissolution Amount (Tax), the Optional Dissolution Amount (Call) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

“**Dissolution Date**” means, as the case may be, (a) the Maturity Date; (b) following the occurrence of a Dissolution Event (as defined in Condition 14 (*Dissolution Events*)), the date on which a Series of Trust Certificates is dissolved in accordance with the provisions of Condition 14 (*Dissolution Events*), (c) the date on which a Series of Trust Certificates is dissolved in accordance with the provisions of Condition 11.2 (*Early Dissolution for Tax Reasons*), or (d) the Optional Dissolution Date (Call) in accordance with the provisions of Condition 11.3 (*Dissolution at the Option of the Trustee*);

“**Early Dissolution Amount (Tax)**” means, in respect of any Trust Certificate, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Extraordinary Resolution**” has the meaning given in the Schedule to the Master Trust Deed;

“**Final Dissolution Amount**” means, in respect of any Trust Certificate, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Fixed Amount**” has the meaning given in the relevant Final Terms;

“**Issue Date**” has the meaning given in the relevant Final Terms;

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

“**Margin**” has the meaning given in the relevant Final Terms;

“**Maturity Date**” has the meaning given in the relevant Final Terms;

“**Maximum Rate of Return**” means the maximum rate of return of profit (if any) specified in the relevant Final Terms in respect of the relevant Portfolio;

“**Member Country**” means a country being a shareholder from time to time of IDB;

“**Minimum Rate of Return**” means the minimum rate of return of profit (if any) specified in the relevant Final Terms in respect of the relevant Portfolio;

“**Optional Dissolution Amount (Call)**” means, in respect of any Trust Certificate, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Optional Dissolution Date (Call)**” has the meaning given in the relevant Final Terms;

“**Participating Member State**” means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

“**Payment Business Day**” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of surrender of the Certificate of Registration are open for presentation and payment of registered securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of surrender of the Certificate of Registration are open for presentation and payment of registered securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“**Periodic Distribution Amount**” means in relation to a Trust Certificate and a Return Accumulation Period, the amount of profit distribution payable in respect of that Trust Certificate for that Return Accumulation Period;

“**Periodic Distribution Date**” means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Return Accrual Commencement Date (in the case of the first Periodic Distribution Date) or the previous Periodic Distribution Date (in any other case);

“**Periodic Distribution Determination Date**” has the meaning given in the relevant Final Terms;

“**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“**Portfolio**” means a separate and independent portfolio of assets created by IDB and comprising of:

- (i) at least fifty-one per cent. tangible assets comprising of *ijara* contracts (together with the underlying assets other than voting rights), Shares and/or Sukuk; and
- (ii) no more than forty nine per cent. intangible assets comprising of *istisna'a* receivables and/or *murabaha* receivables,

including, without limitation, the right to receive payment of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of IDB and the right to exercise all powers of IDB

thereunder, the constituent elements of which may be supplemented from time to time with Additional Portfolio Assets (as defined in the Master Purchase Agreement);

“**Principal Financial Centre**” means, in relation to any currency, the principal financial centre for that currency *provided, however, that*:

- (i) in relation to euro, it means the principal financial centre of such Participating Member State as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“**Programme Documents**” means the Master Purchase Agreement, the Wakala Agreement, the Purchase Undertaking Deed, the Master Trust Deed, the Sale Undertaking Deed, the Additional Portfolio Assets Sale Undertaking Deed, the Agency Agreement, the Corporate Services Agreement and the Dealer Agreement;

“**Rate**” means the rate or rates (expressed as a percentage per annum) representing a defined share of the profits distributable by the Trustee in respect of the Trust Certificates specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

“**Rating Agencies**” means one or more of Standard & Poor’s Rating Services, a Division of the McGraw-Hill Companies, Inc. and/or Moody’s Investors Services, Inc.;

“**Record Date**” means the date falling on the fifteenth day before the relevant Periodic Distribution Date, or such other date as may be specified in the relevant Final Terms;

“**Reference Banks**” has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

“**Reference Rate**” has the meaning given in the relevant Final Terms;

“**Regular Period**” means:

- (i) in the case of Trust Certificates where profit distributions are scheduled to be payable only by means of regular payments, each period from and including the Return Accrual Commencement Date to but excluding the first Periodic Distribution Date and each successive period from and including one Periodic Distribution Date to but excluding the next Periodic Distribution Date;
- (ii) in the case of Trust Certificates where, apart from the first Return Accumulation Period, profit distributions are scheduled to be payable only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Periodic Distribution Date falls; and
- (iii) in the case of Trust Certificates where, apart from one Return Accumulation Period other than the first Return Accumulation Period, profit distributions are scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Periodic Distribution Date falls other than the Periodic Distribution Date falling at the end of the irregular Return Accumulation Period;

“**Relevant Date**” means, unless otherwise specified in the relevant Final Terms, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which the Certificateholders have been notified by the Trustee in accordance with Condition 17 (*Notices*);

“**Relevant Financial Centre**” has the meaning given in the relevant Final Terms;

“**Relevant Jurisdiction**” means Jersey, any Member Country or any political subdivision therein;

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or

sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**Relevant Time**” has the meaning given in the relevant Final Terms;

“**Report Date**” means, for each Series and unless otherwise specified in the relevant Supplemental Purchase Agreement, 1 day after each Calculation Date (or if such day is not a Business Day, the next following Business Day);

“**Return Accrual Commencement Date**” means the Issue Date of the Trust Certificates or such other date as may be specified as the Return Accrual Commencement Date in the relevant Final Terms;

“**Return Accumulation Period**” means each period beginning on (and including) the Return Accrual Commencement Date or any Periodic Distribution Date and ending on (but excluding) the next Periodic Distribution Date;

“**Revenue Generating Assets Shortfall**” means the difference between the Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series and the net asset value of the Portfolio (less all principal collections received during the period from the closing date or the relevant settlement date (as applicable) to but excluding the relevant Report Date) corresponding to such Series, as set out in the relevant Servicing Report on a Report Date;

“**Specified Currency**” has the meaning given in the relevant Final Terms;

“**Specified Denomination(s)**” has the meaning given in the relevant Final Terms;

“**Specified Period**” has the meaning given in the relevant Final Terms;

“**Specified Office**” has the meaning given in the Agency Agreement;

“**Stock Exchange**” means, in relation to Trust Certificates, the stock exchange or exchanges (if any) on which such Trust Certificates are for the time being quoted, listed and/or admitted to trading;

“**Subsidiary**” means, in relation to any Person (the “**first Person**”) at any particular time, any other Person (the “**second Person**”):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

“**TARGET2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

“**TARGET Settlement Day**” means any day on which TARGET2 is open for the settlement of payments in euro;

“**Taxes**” means any taxes, levies, imposts, duties, fees, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction, and all interest, penalties or similar liabilities with respect thereto;

“**Transaction Documents**” means, in respect of each Series of Trust Certificates, any Supplemental Purchase Agreement, any Supplemental Trust Deed, any Relevant Agreement (as defined in the Dealer Agreement), any Sale Agreement, any Repurchase Agreement and any Additional Portfolio Assets Sale Agreement; and

“**Treaty**” means the Treaty establishing the European Communities, as amended; and “**Trust Assets**” means the assets, rights, cash or investments described in Condition 5.1 (*Trust Assets*).

1.2 Interpretation

In these Conditions:

- (i) any reference to principal shall be deemed to include the Dissolution Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Trust Certificate and any other amount in the nature of principal payable pursuant to these Conditions;

- (ii) any reference to Periodic Distribution Amounts shall be deemed to include any additional amounts in respect of profit distributions which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of a profit distribution payable pursuant to these Conditions;
- (iii) references to Trust Certificates being “**outstanding**” shall be construed in accordance with the Agency Agreement;
- (iv) if an expression is stated in Condition 1.1 (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “**not applicable**” then such expression is not applicable to the Trust Certificates;
- (v) any reference to the Agency Agreement shall be construed as a reference to the Agency Agreement as amended and/or supplemented up to and including the Issue Date of the Trust Certificates; and
- (vi) words and expressions defined and rules of construction and interpretation set out in each of the Programme Documents shall, unless the context otherwise requires, have the same meanings in these Conditions.

2. FORM, DENOMINATION AND TITLE

2.1 Form and Denomination

The Trust Certificates are issued in registered form in the Specified Denominations and, save as provided by Condition 3.2 (*Delivery of New Certificates of Registration*), each Trust Certificate shall represent the entire holding of Trust Certificates by the same holder.

In the case of a Series of Trust Certificates with more than one Specified Denomination, Trust Certificates of one Specified Denomination will not be exchangeable for Trust Certificates of another Specified Denomination. The Trust Certificates will be serially numbered.

The Trust Certificates are not issuable in bearer form.

2.2 Register

The Registrar will maintain a register (the “**Register**”) of Certificateholders in respect of the Trust Certificates in accordance with the provisions of the Agency Agreement. In these Conditions, the “**Certificateholder**” means the person in whose name such Trust Certificate is registered in the Register (or in the case of a joint holding, the first named person). A certificate of registration (each a “**Certificate of Registration**”) will be issued to each Certificateholder in respect of its registered holding of Trust Certificates serially numbered with an identifying number which will be recorded also on the Register.

2.3 Title

The Trustee, IDB, the Delegate and the Agents may (to the fullest extent permitted by applicable laws) deem and treat the person in whose name any outstanding Trust Certificate is for the time being registered (as set out in the relevant Register) as the holder of such Trust Certificate or of a particular principal amount of the Trust Certificates for all purposes (whether or not such Trust Certificate or principal amount shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, and any notice of loss or theft or any writing thereon), and the Trustee, IDB, the Delegate and the Agents shall not be affected by any notice to the contrary. The registered holder of a Certificate will be recognised by the Trustee as entitled to the Trust Certificate free from an equity set-off or counterclaim on the part of the Trustee against the original or any intermediate holder of such Certificate.

All payments made to such holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for moneys payable in respect of such Trust Certificate or principal amount.

3. TRANSFERS OF TRUST CERTIFICATES AND ISSUE OF CERTIFICATES

3.1 Transfers

Subject to Conditions 3.4 (*Closed Periods*) and 3.5 (*Regulations*), a Trust Certificate may be transferred by depositing the Certificate of Registration issued in respect of that Trust Certificate, with the form of transfer on the back duly completed and signed, at the Specified Office of the Transfer Agent.

3.2 Delivery of new Certificates of Registration

Each new Certificate of Registration to be issued upon transfer of Trust Certificates will, within five business days of receipt by the Registrar or the relevant other Agent of the duly completed form of transfer endorsed on the relevant Certificate of Registration, be mailed by uninsured mail at the risk of the holder entitled to the Trust Certificate to the address specified in the form of transfer. For the purposes of this Condition, “**business day**” shall mean a day on which banks are open for business in the city in which the Specified Office of the Registrar or the relevant other Agent with whom a Certificate of Registration is deposited in connection with a transfer is located.

Where some but not all of the Trust Certificates in respect of which a Certificate of Registration is issued are to be transferred a new Certificate of Registration in respect of the Trust Certificates not so transferred will, within five business days of receipt by the Registrar or the relevant other Agent of the original Certificate of Registration, be mailed by uninsured mail at the risk of the holder of the Trust Certificates not so transferred to the address of such holder appearing on the Register or as specified in the form of transfer.

3.3 Formalities free of charge

Registration of transfer of Trust Certificates will be effected without charge by or on behalf of the Trustee, the Registrar or any other Agent but upon payment (or the giving of such indemnity as the Trustee, the Registrar or any other Agent may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

3.4 Closed periods

No Certificateholder may require the transfer of a Trust Certificate to be registered during the period of 15 days ending on a Periodic Distribution Date, a Dissolution Date or any other date on which any payment of principal, premium or profit in respect of a Trust Certificate falls due.

3.5 Regulations

All transfers of Trust Certificates and entries on the Register will be made subject to the detailed regulations concerning the transfer of Trust Certificates scheduled to the Master Trust Deed. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Certificateholder who requests one.

The Certificateholder shall be entitled to receive, in accordance with Condition 2.2 (*Register*), only one Certificate of Registration in respect of his entire holding of Trust Certificates. In the case of a transfer of a portion of the face amount of the Trust Certificates held, a new Certificate of Registration in respect of the balance of the Trust Certificates not transferred will be issued to the transferor in accordance with Condition 3.2 (*Delivery of New Certificates of Registration*).

4. STATUS

The Trust Certificates evidence an undivided beneficial ownership (real ownership) interest in the Trust Assets of the relevant Series of Trust Certificates subject to the terms of the Master Trust Deed, the relevant Supplemental Trust Deed, the Purchase Undertaking Deed, the Sale Undertaking Deed, the relevant Repurchase Agreement, the relevant Sale Agreement and these Conditions and will be limited recourse obligations of the Trustee. The obligations of the Trustee pursuant to the Conditions of each Trust Certificate rank *pari passu*, without any preference or priority, among all Trust Certificates of the same Series and with all other present and future Trust Certificates.

5. THE TRUST

5.1 Trust Assets

The Trustee has agreed to apply, on each occasion on which Trust Certificates are issued and in respect of the relevant Series of Trust Certificates only, the net proceeds of the issue of such Trust Certificates to purchase the Portfolio pursuant to the Master Purchase Agreement. The Portfolio (as defined in the Master Trust Deed) relating to each Series of Trust Certificates will be the subject of and specified in the Supplemental Purchase Agreement and which shall, upon purchase (and as amended from time to time, including by way of acquiring Additional Portfolio Assets) comprise the relevant Portfolio.

The Trustee has appointed IDB to perform limited action in order to service the Portfolio of each Series of Trust Certificates pursuant to the Wakala Agreement.

Profit received in respect of the Portfolio of each Series of Trust Certificates will, after paying the expenses of the relevant Trust (as defined below), be applied to make Periodic Distributions in respect of such Series of Trust Certificates on the relevant Periodic Distribution Date(s), as more particularly described in the Conditions.

Principal amounts received in respect of the Portfolio of each Series of Trust Certificates will be reinvested by the Trustee firstly in acquiring from IDB Additional Portfolio Assets pursuant to the Additional Portfolio Assets Sale Undertaking Deed and secondly, to the extent that IDB does not have sufficient Additional Portfolio Assets on its balance sheet and at its disposal for sale to the Trustee to enable the Trustee to reinvest the principal amounts in full, by acquiring Shares and/or Sukuk in the open market (through IDB as its Wakeel). Any such Additional Portfolio Assets, Shares and Sukuk will form part of the Portfolio of the relevant Series of Trust Certificates.

IDB has agreed to purchase the outstanding Portfolio relating to each Series of Trust Certificates on the relevant Dissolution Date pursuant to the Purchase Undertaking Deed, to be supplemented, at the time of each such purchase, by the Repurchase Agreement containing the specific terms applicable to the relevant purchase. The Trustee has agreed to sell the outstanding Portfolio relating to each Series of Trust Certificates on the relevant Dissolution Date pursuant to the Sale Undertaking Deed, to be supplemented, at the time of each such purchase, by the Sale Agreement containing the specific terms applicable to the relevant sale. The purchase price payable by IDB pursuant to each such Repurchase Agreement and the sale price pursuant to each such Sale Agreement will be an amount equal to (a) the Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series of Trust Certificates, and (b) the amount of accrued but unpaid Periodic Distribution Amounts on such date. The Trustee will distribute the proceeds of sale of the Portfolio of the relevant Series of Trust Certificates to Certificateholders of the relevant Series in the amounts required to be paid in respect of the relevant Trust Certificates under the Conditions or as otherwise specified in the Final Terms applicable to such Series.

IDB has agreed, in the Master Trust Deed, to make available a facility (the “**Liquidity Facility**”) to the Trustee to ensure timely payment of, *inter alia*, Periodic Distribution Amounts (as defined herein) in respect of each Series of Trust Certificates. No interest is payable in respect of advances made pursuant to such facility. Any amounts so advanced will be required to be repaid following the redemption of the Trust Certificates in full in accordance with the priority of payments set out in Conditions 5.2 (*Application of Trust Assets prior to Dissolution*) and 5.3 (*Application of Trust Assets on Dissolution Date*).

Unless otherwise specified in the relevant Final Terms and the relevant Supplemental Trust Deed, the Trust Assets in respect of each Series of Trust Certificates will comprise:

- (a) the Initial Trust Property (as defined in the Master Trust Deed);
- (b) all of the Trustee’s rights, title, interest and benefit, present and future, in and to the Portfolio;
- (c) all of the Trustee’s rights, title, interest and benefit, present and future, in and to the Programme Documents and Transaction Documents to which it is a party (excluding any representation given to the Trustee by IDB pursuant to any of the Programme Documents or Transaction Documents);
- (d) the rights of the Trustee to any Cash (as defined in the Master Trust Deed) in any of its bank accounts (and any profit or income earned on such Cash) and any other amounts held by any agent on its behalf (including, but not limited to, any amount held on its behalf pursuant to the Wakala Agreement) which are attributable to, arise from, or are in any way connected with such Series of Trust Certificates;
- (e) any Eligible Investments (as defined in the Master Trust Deed) other than the Portfolio (and any profit or income earned on such Eligible Investments other than the Portfolio) which are attributable to, arise from, or are in any way connected with such Series of Trust Certificates;
- (f) any amount contributed pursuant to Clause 18.2 (*Application of Moneys*) of the Master Trust Deed; and
- (g) any other assets, rights, Cash or investments of the Trustee as may be specified in the relevant Final Terms,

and any proceeds arising from the sale of any of the assets comprised in (a) to (g) and any assets representing the same.

5.2 Application of Trust Assets prior to Dissolution

Prior to the Dissolution Date, payments of Periodic Distribution Amounts in respect of the Trust Certificates will represent (unless otherwise specified in the relevant Final Terms), *inter alia*, distributions from (a) profit collections received by or on behalf of the Trustee from IDB in its capacity as Wakeel in respect of the relevant Portfolio (and, if applicable, the proceeds of certain indemnities from IDB) after paying certain fees and expenses of the Trust and (b) if applicable, any amounts advanced to (or otherwise contributed to) the Trust and/or the Trustee by IDB pursuant to the Master Trust Deed and the relevant Supplemental Trust Deed.

Unless otherwise specified in the applicable Final Terms, on each Settlement Date the Wakeel will apply the relevant collections received in the immediately preceding Calculation Period to pay the following amounts on behalf of the Trustee in accordance with the following order of priority:

FIRST to the Delegate in respect of all amounts owing to it under the Programme Documents and Transaction Documents in its capacity as Delegate and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Trust Deed;

SECONDLY *pro rata*, to pay an amount equal to any other sums payable by the Trustee (other than to Certificateholders or as otherwise provided in the third and fourth items (inclusive) below) including rating fees, listing fees, paying agents' fees and corporate administrator fees together with any stamp, issue, registration, documentary and other fees, duties and taxes, including compensation and penalties, payable on or in connection with (i) the execution and delivery of the Master Trust Deed, the relevant Supplemental Trust Deed, the relevant Series and the Conditions (ii) the constitution and original issue of the relevant Series and (iii) any action taken by or on behalf of the Trustee or (where permitted by the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions) any Certificateholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions each of which such amounts shall have been properly incurred by the Trustee and to pay any remuneration agreed with the Trustee pursuant to such arrangements as the Wakeel, the Delegate and the Trustee shall separately agree;

THIRDLY, in respect of each Periodic Distribution Date, to pay to the Principal Paying Agent any Periodic Distribution Amounts due and payable on such Periodic Distribution Date; and

FOURTHLY to repay any advances made by IDB to the Trustee in respect of the facility provided to the Trustee pursuant to Clause 22 (*Liquidity*) of the Master Trust Deed until repaid in full.

5.3 Application of Trust Assets on Dissolution Date

On the Dissolution Date, the Portfolio will be transferred by the Trustee to IDB pursuant to the Purchase Undertaking Deed and the relevant Repurchase Agreement or, as the case may be, pursuant to the Sale Undertaking Deed and the relevant Sale Agreement, in return for a purchase price (to be specified in the relevant Repurchase Agreement or Sale Agreement, as the case may be) equal to, (a) the Aggregate Nominal Amount specified in the relevant Final Terms) and (b) the amount of accrued but unpaid Periodic Distribution Amounts on such date (including any additional amounts payable pursuant to Condition 12 (*Taxation*)).

The Trustee will apply the proceeds of such purchase price together with any remaining Trust Assets and, if applicable, any amounts advanced to (or otherwise paid to) the Trustee by IDB pursuant to the Master Trust Deed and the relevant Supplemental Trust Deed and any other amounts as may be specified in the relevant Final Terms to make payments in respect of, *inter alia*, the Trust Certificates in accordance with the following order of priority (or as otherwise specified in the relevant Final Terms):

FIRST to the Delegate in respect to of all amounts owing to it under the Programme Documents and Transaction Documents in its capacity as Delegate and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Trust Deed;

SECONDLY to pay, *pro rata*, an amount equal to any other sums payable by the Trustee (other than to Certificateholders or as otherwise provided in the Third and Fourth items (inclusive) below) including rating fees, listing fees, paying agent's fees and corporate administrator fees together with any stamp, issue, registration, documentary and certain other fees, duties and taxes, including compensation and penalties, payable on or in connection with (i) the execution and delivery of the Master Trust Deed, the relevant Supplemental Trust Deed, the relevant Series of Trust Certificates and the Conditions, (ii) the constitution and original issue of the relevant Series of Trust Certificates and (iii) any action taken by or on behalf of the Trustee or (where permitted under the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions so to do) any Certificateholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, the Master Trust Deed or the relevant Supplemental Trust Deed, the relevant Series of Trust Certificates and the Conditions each of which such amounts shall have been properly incurred by the Trustee and to pay any remuneration agreed with the Trustee pursuant to such arrangements as IDB, the Delegate and the Trustee shall separately agree;

THIRDLY to pay an amount equal to any outstanding sums payable in respect of the relevant Series of Trust Certificates until redeemed in full by way of distributing the remainder of the relevant Certificateholder Entitlement;

FOURTHLY to repay any advances made by IDB to the Trustee pursuant and subject to Clause 22 (*Liquidity*) of the Master Trust Deed until repaid in full; and

FIFTHLY to pay the relevant Basic Fee and all remaining amounts to IDB by way of Incentive Fee, for acting as Wakeel in relation to the Programme.

6. COVENANTS

The Trustee has covenanted in the Master Trust Deed that, *inter alia*, for so long as any Trust Certificate is outstanding, it shall not (subject to contrary instructions or an Extraordinary Resolution of Certificateholders provided to the Delegate):

- (a) incur any indebtedness in respect of borrowed money whatsoever, or give any guarantee in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) other than the Trust Certificates issued under the Programme;
- (b) secure any of its present or future indebtedness for borrowed money by any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law);
- (c) sell, transfer, convey or otherwise dispose of (i) its legal title (apparent ownership) to the Portfolio of the relevant Series or any interest therein except pursuant to (A) the Purchase Undertaking Deed and the relevant Repurchase Agreement and (B) the Sale Undertaking Deed and the relevant Sale Agreement or (ii) its interests in any of the other Trust Assets of the relevant Series except pursuant to the Programme Documents, the relevant Supplemental Purchase Agreement, the relevant Additional Portfolio Assets Sale Agreement or the relevant Supplemental Trust Deed;
- (d) use the relevant Certificateholder Contribution for any purpose other than as set out in the Programme Documents, the relevant Supplemental Trust Deed or the relevant Final Terms;
- (e) amend materially or agree to any material amendment of any Programme Document or Transaction Document to which it is a party, or its memorandum and articles of association, or enter into any other agreement, letter or other document in connection with the Programme without (i) the prior approval of the Certificateholders of the relevant Series by way of Extraordinary Resolution or otherwise in accordance with Clause 15 (*Waiver/Amendments*) of the Trust Deed and (ii) first notifying the Rating Agencies of the proposed amendments and subsequently providing the Rating Agencies with copies of the relevant executed amended Programme Documents or Transaction Documents;
- (f) act as trustee in respect of any trust other than the Trust corresponding to a Series of Trust Certificates issued from time to time pursuant to the Programme;
- (g) have any Subsidiaries or employees;
- (h) redeem any of its shares or pay any dividend or make any other distribution to its shareholders save for an aggregate annual dividend not exceeding £500;

- (i) put to its directors or shareholders any resolution for or appoint any liquidator for its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it, otherwise than for the purposes of, or pursuant to, an amalgamation, reorganisation or restructuring whilst solvent; and
- (j) enter into any contract, transaction, amendment, obligation or liability other than the Programme Documents or Transaction Documents to which it is a party or as expressly permitted or required thereunder or engage in any business or activity other than:
 - (i) as provided for or permitted in the Programme Documents, relevant Transaction Documents or any Final Terms;
 - (ii) the ownership, management and disposal of Trust Assets as provided in the Programme Documents, relevant Transaction Documents or any Final Terms; and
 - (iii) such other matters which are incidental thereto.

7. FIXED PERIODIC DISTRIBUTION AMOUNT PROVISIONS

7.1 Application

This Condition 7 (*Fixed Periodic Distribution Amount Provisions*) is applicable to the Trust Certificates only if the Fixed Periodic Distribution Amount Provisions are specified in the relevant Final Terms as being applicable.

7.2 Periodic Distribution Amount

A Periodic Distribution Amount representing a defined share of the profit in respect of the Trust Assets for the relevant Series of Trust Certificates will be payable in respect of the Trust Certificates and be distributable by the Trustee to the Certificateholders in accordance with these Conditions.

7.3 Fixed Amount

The Periodic Distribution Amount payable in respect of each Trust Certificate for any Return Accumulation Period shall be the relevant Fixed Amount and, if the Trust Certificates are in more than one Specified Denomination, shall be the relevant Fixed Amount in respect of the relevant Specified Denomination.

7.4 Periodic Distribution Date

Subject to Condition 7.6 (*Cessation of Profit Entitlement*), Condition 11.2 (*Early Dissolution for Tax Reasons*), Condition 11.3 (*Dissolution at the Option of the Trustee*) and Condition 14 (*Dissolution Events*) below, and unless otherwise specified in the relevant Final Terms, each Periodic Distribution Amount will be made in respect of the relevant Trust Certificates in arrear on each Periodic Distribution Date.

7.5 Return Accumulation Period

The Periodic Distribution Amount payable on each Periodic Distribution Date will be in respect of the relevant Return Accumulation Period which, unless otherwise specified in the relevant Final Terms, shall be the period from and including the Return Accrual Commencement Date of the relevant Series of Trust Certificates to but excluding the first Periodic Distribution Date in respect of such Series and each successive period from and including a Periodic Distribution Date to but excluding the next succeeding Periodic Distribution Date.

7.6 Cessation of Profit Entitlement

No further amounts will be payable on any Trust Certificate from and including the Dissolution Date unless, upon due presentation, payment of the Dissolution Amount or any part thereof is improperly withheld or refused. In such event, Periodic Distribution Amounts shall continue to be payable as provided in accordance with this Condition 7 (*Fixed Periodic Distribution Amount Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Trust Certificate up to that day are received by or on behalf of the relevant Certificateholder and (ii) the day which is seven days after the Principal Paying Agent has notified the Certificateholders of the relevant Series that it has received all sums due in respect of the Trust Certificates up to such seventh day (except to the extent that there is any subsequent default in payment under these Conditions).

7.7 Calculation of Periodic Distribution Amount

The Periodic Distribution Amount payable on any Periodic Distribution Date in respect of each Trust Certificate for any period for which a Fixed Amount is not specified, shall be calculated by the Calculation Agent by applying the applicable Rate to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Trust Certificate divided by the Calculation Amount. For this purpose, a “sub-unit” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7.8 Determination by the Trustee

The Trustee or the Delegate, as the case may be, shall, if the Calculation Agent defaults at any time in its obligation to determine the Periodic Distribution Amount in accordance with the above provisions, determine the Periodic Distribution Amount in the manner provided in Condition 7.7 (*Calculation of Periodic Distribution Amount*) above and any such determination shall be deemed to be a determination by the Calculation Agent.

7.9 Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 7 (*Fixed Periodic Distribution Amount Provisions*), whether by the Calculation Agent or, if applicable, the Trustee or the Delegate, as the case may be, will (in the absence of wilful default, bad faith or manifest or proven error) be binding on the Trustee, the Delegate, the Principal Paying Agent and all Certificateholders of such Series (in the absence as referred to above). No liability to the Trustee, IDB, the Delegate, the Principal Paying Agent or the Certificateholders shall attach to the Calculation Agent or, where applicable, the Trustee or the Delegate, as the case may be, in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 7 (*Fixed Periodic Distribution Amount Provisions*).

8. FLOATING PERIODIC DISTRIBUTION AMOUNT PROVISIONS

8.1 Application

This Condition 8 (*Floating Periodic Distribution Amount Provisions*) is applicable to the Trust Certificates only if the Floating Periodic Distribution Amount Provisions are specified in the relevant Final Terms as being applicable.

8.2 Periodic Distribution Amount

A Periodic Distribution Amount representing a defined share of the profit in respect of the Trust Assets for the relevant Series of Trust Certificates will be payable in respect of the Trust Certificates and be distributable by the Trustee to the Certificateholders in accordance with these Conditions.

8.3 Screen Rate Determination

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) is/are to be determined, the Rate applicable to the Trust Certificates for each Return Accumulation Period will be determined by the Calculation Agent on the following basis:

- (i) if the Reference Rate specified in the relevant Final Terms is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

- (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Periodic Distribution Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
- (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Return Accumulation Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Return Accumulation Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate for such Return Accumulation Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Return Accumulation Period, the Rate applicable to the Trust Certificates during such Return Accumulation Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Trust Certificates in respect of a preceding Return Accumulation Period.

8.4 Maximum or Minimum Rate(s) of Return

If any Maximum Rate of Return or Minimum Rate of Return is specified in the relevant Final Terms, then the Rate(s) applicable to the Trust Certificates for each Return Accumulation Period shall in no event be greater than the maximum or be less than the minimum so specified.

8.5 Cessation of Profit Entitlement

No further amounts will be payable on any Trust Certificate from and including the Dissolution Date unless, upon due presentation, payment of the Dissolution Amount or any part thereof is improperly withheld or refused. In such event, Periodic Distribution Amounts shall continue to be payable as provided in accordance with this Condition 8 (*Floating Periodic Distribution Amount Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Trust Certificate up to that day are received by or on behalf of the relevant Certificateholder and (ii) the day which is seven days after the Principal Paying Agent has notified the Certificateholders of the relevant Series that it has received all sums due in respect of the Trust Certificates up to such seventh day (except to the extent that there is any subsequent default in payment under these Conditions).

8.6 Calculation of Periodic Distribution Amount

The Calculation Agent will, as soon as practicable after the time at which the Rate is to be determined in relation to each Return Accumulation Period, calculate the Periodic Distribution Amount payable in respect of each Trust Certificate for such Return Accumulation Period. The Periodic Distribution Amount will be calculated by applying the Rate applicable to the relevant Return Accumulation Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Trust Certificate divided by the Calculation Amount. For this purpose, a “sub-unit” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

8.7 Calculation of Other Amounts

If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

8.8 Determination by the Trustee

The Trustee or the Delegate, as the case may be, shall, if the Calculation Agent defaults at any time in its obligation to determine the Periodic Distribution Amount in accordance with the above provisions, determine the Periodic Distribution Amount in the manner provided in Conditions 8.6 (*Calculation of Periodic Distribution Amount*) and 8.7 (*Calculation of Other Amounts*) above and any such determination shall be deemed to be a determination by the Calculation Agent.

8.9 Publication

The Calculation Agent will cause each Rate and Periodic Distribution Amount determined by it, together with the relevant Periodic Distribution Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Principal Paying Agent and each competent authority, stock exchange and/or quotation system (if any) by which the Trust Certificates have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate, Periodic Distribution Amount and Periodic Distribution Date) in any event not later than the first day of the relevant Return Accumulation Period. Notice thereof shall also promptly be given to the Certificateholders. The Calculation Agent (or, as the case may be, the Trustee or the Delegate, as the case may be) will be entitled to recalculate any Periodic Distribution Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Return Accumulation Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Periodic Distribution Amount but instead may publish only the Calculation Amount and the Periodic Distribution Amount in respect of a Trust Certificate having the minimum Specified Denomination.

8.10 Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8 (*Floating Periodic Distribution Amount Provisions*), whether by the Calculation Agent or, if applicable, the Trustee or the Delegate, as the case may be, will be binding on the Trustee, the Delegate, the Principal Paying Agent and all Certificateholders (in the absence of wilful default, bad faith or manifest or proven error). No liability to the Trustee, IDB, the Delegate, the Principal Paying Agent or the Certificateholders shall attach to the Calculation Agent or, where applicable, the Trustee or the Delegate, as the case may be, in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 8 (*Floating Periodic Distribution Amount Provisions*).

9. PAYMENT

Payment of Dissolution Amounts and Periodic Distribution Amounts will be made by transfer to the registered account (as defined below) of the Certificateholder or by cheque drawn on a bank that processes payments in the Specified Currency mailed to the registered address of the Certificateholder if it does not have a registered account. Payments of Dissolution Amounts and payments of Periodic Distribution Amounts due otherwise than on a Periodic Distribution Date will only be made against surrender of the relevant Certificate of Registration at the Specified Office of any of the Agents. Periodic Distribution Amounts on Trust Certificates due on a Periodic Distribution 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 9 (*Payment*), a Certificateholder's "**registered account**" means the account in the Specified Currency maintained by or on behalf of such Certificateholder with a bank that processes payments in the Specified Currency, details of which appear on the Register at the close of business, in the case of principal and Periodic Distribution Amounts due otherwise than on a Periodic Distribution Date, on the second Payment Business Day before the due date for payment and, in the case of principal and Periodic Distribution Amounts due on a Periodic Distribution Date, on the relevant Record Date, and a Certificateholder's registered address means its address appearing on the Register at that time.

All such payments will be made subject to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions described in Condition 12 (*Taxation*).

Where payment is to be made by transfer to a registered account, payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed, on the Payment Business Day preceding the due date for payment or, in the case of a

payment of principal or due otherwise than on a Periodic Distribution Date, if later, on the Payment Business Day on which the relevant Certificate of Registration is surrendered at the Specified Office of an Agent.

Unless otherwise specified in the relevant Final Terms, Certificateholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the Certificateholder is late in surrendering its Certificate of Registration (if required to do so) or if a cheque mailed in accordance with this Condition arrives after the due date for payment.

If the amount of any Dissolution Amount or Periodic Distribution Amount which is due on the Trust Certificates is not paid in full, the Registrar will annotate the Register with a record of the amount of any Dissolution Amount or Periodic Distribution Amounts in fact paid.

10. AGENTS

10.1 Agents of Trustee

In acting under the Agency Agreement and in connection with the Trust Certificates, the Agents act solely as agents of the Trustee and IDB and do not assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders.

10.2 Specified Offices

The names of the initial Agents and their Specified Offices at the date of the Base Prospectus are set out at the end of the Base Prospectus. Each of the Trustee and IDB reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents *provided, however, that:*

- (a) it will at all times maintain a Principal Paying Agent;
- (b) it will at all times maintain a Registrar;
- (c) if and for so long as any Trust Certificates are admitted to listing, trading and/or quotation on any competent authority, stock exchange and/or quotation system, it will at all times maintain a Principal Paying Agent and/or Transfer Agent and/or Replacement Agent having its Specified Office in any place required by such competent authority, stock exchange and/or quotation system;
- (d) it will at all times maintain a Replacement Agent;
- (e) each of the Trustee and IDB will ensure that it maintains a Principal Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with or introduced to comply with such Directive, or maintain a Principal Paying Agent with a Specified Office outside the European Union if there is no Member State that is not obliged to withhold or deduct tax pursuant to such Directive; and
- (f) it will at all times maintain a Calculation Agent.

Notice of any termination or appointment and of any changes in Specified Offices will be given to the Certificateholders promptly by the Trustee in accordance with Condition 17 (*Notices*).

11. CAPITAL DISTRIBUTIONS OF TRUST

11.1 Scheduled Dissolution

Unless the Trust Certificates are redeemed earlier, each Series of Trust Certificates will be dissolved on the relevant Maturity Date at its Final Dissolution Amount together with, for the avoidance of doubt, any accrued but unpaid Periodic Distribution Amounts. Upon payment in full of such amounts and the termination of the relevant Trust, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

11.2 Early Dissolution for Tax Reasons

The Trust in respect of a Series of Trust Certificates may be dissolved at the option of the Trustee (with the prior written consent of IDB) in whole, but not in part:

- (a) at any time (if the Floating Periodic Distribution Amount Provisions are not specified in the relevant Final Terms as being applicable); or

- (b) on any Periodic Distribution Date (if the Floating Periodic Distribution Amount Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Certificateholders (which notice shall be irrevocable), at their Early Dissolution Amount (Tax), together with Periodic Distribution Amounts accrued but unpaid (if any) to, but excluding, the relevant Dissolution Date, if:

- (A) the Trustee has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction or, by any authority in or of a Relevant Jurisdiction having a power tax), which change or amendment becomes effective on or after the date of issue of the Trust Certificates in respect of such Series; and

- (B) such obligation cannot be avoided by the Trustee taking reasonable measures available to it,

provided, however, that no such notice of dissolution shall be given unless the Trustee has received the relevant notice from IDB under the Sale Undertaking Deed and no such notice of dissolution shall be given earlier than:

- (1) where the relevant Series of Trust Certificates may be dissolved at any time, 90 days prior to the earliest date on which the Trustee would be obliged to pay such additional amounts if a payment in respect of the Trust Certificates were then due; or
- (2) where the relevant Series of Trust Certificates may be dissolved only on a Periodic Distribution Date, 60 days prior to the Periodic Distribution Date occurring immediately before the earliest date on which the Trustee would be obliged to pay such additional amounts if a payment in respect of the Trust Certificates were then due.

Prior to the publication of any notice of dissolution pursuant to this paragraph, the Trustee shall deliver to the Delegate and the Principal Paying Agent (a) a certificate signed by two directors of the Trustee, which shall be binding on the Certificateholders, stating that the Trustee is entitled to effect such dissolution and setting forth a statement of facts showing that the conditions precedent in (A) and (B) above to the right of the Trustee so to dissolve have occurred, and (b) an opinion of independent legal advisors of recognised standing to the effect that the Trustee has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 11.2 (*Early Dissolution for Tax Reasons*), the Trustee shall be bound to dissolve the Trust Certificates in accordance with this Condition 11.2 (*Early Dissolution for Tax Reasons*). Upon such dissolution as aforesaid and the termination of the relevant Trust, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

11.3 Dissolution at the Option of the Trustee

If the Optional Dissolution (Call) option is specified in the relevant Final Terms as being applicable, the relevant Trust in respect of such Series of Trust Certificates may be dissolved at the option of the Trustee (with the prior written consent of IDB) in whole but not in part on any Optional Dissolution Date (Call) at the relevant Optional Dissolution Amount (Call) on the Trustee's giving not less than 30 nor more than 60 days' notice to the Certificateholders (which notice shall be irrevocable and shall oblige the Trustee to dissolve all of the Trust Certificates of the relevant Series on the relevant Optional Dissolution Date (Call) at the Optional Dissolution Amount (Call) plus Periodic Distribution Amounts (if any) to such date). Upon payment in full of such amounts accrued but unpaid and the termination of the relevant Trust, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

11.4 No Other Optional Early Dissolution

The Trustee shall not be entitled to redeem any Series of Trust Certificates and dissolve the Trust created in respect of such Series at its option otherwise than as provided in Conditions 11.1 (*Scheduled Dissolution*), 11.2 (*Early Dissolution for Tax Reasons*) and 11.3 (*Dissolution at the Option of the Trustee*) above.

11.5 Cancellation

All Trust Certificates which are redeemed will forthwith be cancelled and accordingly may not be held, reissued or resold.

12. TAXATION

All payments in respect of the Trust Certificates shall be made without withholding or deduction for, or on account of, any Taxes, unless the withholding or deduction of the Taxes is required by law. In such event, the Trustee will pay to the Certificateholders additional amounts so that the full amount which otherwise would have been due and payable under the Trust Certificates is received by parties entitled thereto, except that no such additional amount shall be payable to any Certificateholder:

- (a) who is liable for such Taxes in respect of such Trust Certificate by reason of having some connection with any Relevant Jurisdiction other than the mere holding of such Trust Certificate; or
- (b) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with or introduced to comply with such Directive; or
- (c) where the Certificate of Registration is required to be presented for payment and is presented for payment by or on behalf of a Certificateholder who would be able to avoid such withholding or deduction by presenting the relevant Certificate of Registration to another Principal Paying Agent in a Member State of the European Union; or
- (d) where (in the case of principal or Periodic Distribution Amounts on dissolution) the relevant Certificate of Registration is surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Certificateholder would have been entitled to such additional amount if it had surrendered the relevant Certificate of Registration on the last day of such period of 30 days.

13. PRESCRIPTION

The rights to receive distributions in respect of the Trust Certificates will be forfeited unless presented for payment within periods of 10 years (in the case of Final Dissolution Amounts) and five years (in the case of Periodic Distribution Amounts) from the Relevant Date in respect thereof.

14. DISSOLUTION EVENTS

If any of the following events occurs and is continuing (each, a “**Dissolution Event**”):

- (a) default is made in the payment of any Dissolution Amount in respect of the relevant Series of Trust Certificates on the date fixed for payment thereof, or default is made in the payment of any Periodic Distribution Amount in respect of any Trust Certificate on the due date for payment thereof, and in the case of any Periodic Distribution Amount only, such default continues for a period of seven days; or
- (b) IDB fails duly to perform or comply with any of the obligations expressed to be assumed by it in the Programme Documents to which it is a party, any Supplemental Purchase Agreement, any Additional Portfolio Assets Sale Agreement or any Supplemental Trust Deed; or
- (c) an IDB Event occurs under the Wakala Agreement; or
- (d) the Trustee fails to exercise the rights that it has under the Additional Portfolio Assets Sale Undertaking or fails to enter into any relevant Additional Portfolio Assets Sale Agreement in the event that a Servicing Report in respect of the Portfolio of the relevant Series identifies the Tangibility of the relevant Portfolio as being less than 51% or identifies a Revenue Generating Assets Shortfall in respect of that Portfolio and such rights are capable of being exercised and such exercise is not restricted as a result of non-availability of any Additional Portfolio Assets on IDB’s balance sheet; or
- (e) the Trustee repudiates any Programme Document to which it is a party, any Supplemental Purchase Agreement, any Additional Portfolio Assets Sale Agreement or any Supplemental Trust Deed or does or causes to be done any act or thing evidencing an intention to repudiate any Programme Document to which it is a party, any Supplemental Purchase Agreement, any Additional Portfolio Assets Sale Agreement or any Supplemental Trust Deed; or

- (f) at any time it is or will become unlawful for the Trustee (by way of insolvency or otherwise) to perform or comply with any of its obligations under the Programme Documents, any Supplemental Purchase Agreement, any Additional Portfolio Assets Sale Agreement or any Supplemental Trust Deed or any of the obligations of the Trustee under the Programme Documents, any Supplemental Purchase Agreement, any Additional Portfolio Assets Sale Agreement or any Supplemental Trust Deed are not or cease to be legal, valid, binding and enforceable; or
- (g) if the expected rate of return of profit in respect of the Portfolio (expressed as a percentage of the outstanding principal amount of the Trust Certificates and as reported in the servicing report) at any time falls below the Minimum Rate of Return (if so specified in the relevant Final Terms),

then the Delegate at its discretion may, and if so requested in writing by the Certificateholders representing not less than one-fifth in principal amount of the Trust Certificates of the relevant Series for the time being outstanding, and subject to the provisions of Condition 15.2 (*Enforcement by the Delegate*) shall, by written notice addressed to the Trustee and IDB and delivered to the Trustee and IDB or to the Specified Office of the Principal Paying Agent, declare the Trust in respect of the Trust Certificates of the relevant Series to be dissolved and the relevant Trust Certificates immediately due and payable, whereupon they shall become immediately due and payable at their Dissolution Amount together with accrued Periodic Distribution Amounts (if any). Notice of any such declaration shall promptly be given to the Certificateholders of the relevant Series in accordance with Condition 17 (*Notices*). Upon payment in full of such amounts, the Trust Certificates shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

Unless otherwise specified in the relevant Final Terms, the Return Accumulation Period during which a Dissolution Event occurs will be adjusted to represent the period from and including the immediately preceding Periodic Distribution Date (or the Issue Date, as the case may be) to but excluding the Dissolution Date (or, if later, the date on which the applicable Periodic Distribution Amount is actually paid), and the corresponding Periodic Distribution Amount shall be adjusted accordingly and paid on such Dissolution Date (or, if later, the date on which the applicable Periodic Distribution Amount is actually paid).

For the purpose of (a) above, amounts shall be considered due in respect of the Trust Certificates (including for the avoidance of doubt any amounts calculated as being payable under Condition 7 (*Fixed Periodic Distribution Amount Provisions*), Condition 8 (*Floating Periodic Distribution Amount Provisions*) and Condition 11 (*Capital Distributions of Trust*)) notwithstanding that the Trustee has at the relevant time insufficient funds or Trust Assets to pay such amounts.

The Trustee and/or IDB shall notify the Delegate promptly following the occurrence of a Dissolution Event.

15. ENFORCEMENT AND EXERCISE OF RIGHTS

15.1 Enforcement

The Delegate may at any time, at its discretion and without notice, take such proceedings and/or other steps as it may think fit against or in relation to each of the Trustee and/or IDB to enforce their respective obligations under the Master Trust Deed, the applicable Supplemental Trust Deed, the Conditions and the relevant Trust Certificates or any other Programme Document or Transaction Document.

Following the enforcement, realisation and ultimate distribution of the net proceeds of the relevant Trust Assets in respect of the Trust Certificates to the Certificateholders in accordance with these Conditions and the Trust Deed, the Trustee shall not be liable for any further sums and, accordingly, Certificateholders may not take any action against the Trustee or any other person (including IDB) to recover any such sum in respect of the Trust Certificates or the relevant Trust Assets.

15.2 Enforcement by the Delegate

The Delegate shall not be bound to take any action to enforce or to realise the Trust Assets or take any proceedings or any other steps against the Trustee and/or IDB under any Programme Documents or Transaction Documents to which the Trustee or IDB is a party unless requested to do so (a) by an Extraordinary Resolution or (b) in writing by the Certificateholders holding at least one-fifth in principal amount of the Trust Certificates then outstanding and in either case then only if it shall be

indemnified and/or secured to its satisfaction against all liabilities to which it may render itself liable or which it may incur by so doing.

In addition, the Delegate shall not be bound to provide any instructions to the Trustee to take any action pursuant to Condition 15.1 (*Enforcement*) unless it has express notice of the occurrence of a Dissolution Event.

15.3 Direct enforcement by Certificateholders

No Certificateholder shall be entitled to proceed directly against the Trustee or IDB unless (a) the Delegate, having become bound so to proceed, fails to do so within a reasonable period and (b) the relevant Certificateholder (or such Certificateholder together with the other Certificateholders who propose to proceed directly against any of the Trustee or IDB, as the case may be) holds at least 20 per cent. of the then outstanding aggregate face amount of the Series. Under no circumstances shall the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the relevant Trust Assets and the sole right of the Delegate and the Certificateholders against the Trustee and IDB shall be to enforce their respective obligations under the Programme Documents and Transaction Documents.

The foregoing paragraphs in Condition 15 (*Enforcement and Exercise of Rights*) are subject to this paragraph. After enforcing or realising the relevant Trust Assets and distributing the net proceeds of the relevant Trust Assets in accordance with Condition 5.2 (*Application of Trust Assets prior to Dissolution*) and, as the case may be, Condition 5.3 (*Application of Trust Assets on Dissolution Date*), the obligations of the Trustee in respect of the Trust Certificates shall be satisfied and no Certificateholder may take any further steps against the Trustee to recover any further sums in respect of the Trust Certificates and the right to receive any such sums unpaid shall be extinguished. In particular, no Certificateholder shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Trustee.

15.4 Limited recourse

Notwithstanding anything to the contrary contained herein or in any other Programme Document or Transaction Document, no payment of any amount whatsoever shall be made in respect of the Trust Certificates by the Trustee or the Trust or any agents thereof except to the extent that funds are available therefor from the Trust Assets of the relevant Series of Trust Certificates.

Certificateholders by subscribing for or acquiring the Trust Certificates acknowledge that no recourse may be had for the payment of any amount owing in respect of the Trust Certificates against the Trustee or the Trust to the extent the Trust Assets have been exhausted.

In addition, no Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, *désastre*, winding up or receivership of the Trustee, the Trust, the Delegate or any of their affiliates as a consequence of such shortfall or otherwise.

The Trust Certificates do not represent an interest in or obligation of any of the Trustee, the Delegate, the Agents or any of their affiliates. The proceeds of the relevant Trust Assets are the sole source of payment on the Trust Certificates of such Series and the net proceed of the realisation of, or enforcement with respect to the relevant Trust Certificates may not be sufficient to make all payments due in respect of the Trust Certificates. Certificateholders will have no recourse to any assets of the Trustee (other than Trust Assets of the relevant Series of Trust Certificates), IDB, to the extent it fulfils its obligations under the Programme Documents and Transaction Documents to which it is a party, the Delegate or the Agents or any of their affiliates in respect of any shortfall in the expected amounts from the relevant Trust Assets to the extent the relevant Trust Assets have been enforced, realised and fully discharged following which all the obligations of the Trustee shall be extinguished. The Delegate will, as delegate to the Trustee for the Certificateholders, have direct recourse against IDB to recover payments due to the Trustee from IDB pursuant to such Transaction Document.

16. REPLACEMENT OF CERTIFICATES OF REGISTRATION

Should any Certificate of Registration be lost, stolen, mutilated, defaced or destroyed it may be replaced at the Specified Office of the Transfer Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Trustee may reasonably require. Mutilated or defaced Certificates of Registration must be surrendered before replacements will be issued.

17. NOTICES

All notices regarding the Trust Certificates will be deemed to be validly given if mailed to the Certificateholders at their respective addresses on the Register and, if the Trust Certificates are admitted to trading on the Regulated Market of the London Stock Exchange (or any other Stock Exchange (and when the rules of such Stock Exchange so require)), if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe (or published in a daily newspaper of general circulation in the jurisdiction of such Stock Exchange in the case of Trust Certificates admitted to trading on any other Stock Exchange). The Principal Paying Agent (acting on behalf of the Trustee) shall also ensure that notices are duly published in a manner which complies with the rules of any competent authority, stock exchange and/or quotation system on which any Trust Certificates are from time to time admitted to listing, trading and/or quotation.

Any such notice will be deemed to have been given on the seventh day after being so mailed or, if required to be published, on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Notices to be given by any Certificateholders shall be in writing and given by lodging the same, together with the relevant Certificate of Registration or Certificates of Registration, with the Registrar.

18. MEETINGS OF CERTIFICATEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION AND REPLACEMENT OF DELEGATE

- (a) No Certificateholder may directly provide instructions to the Trustee.
- (b) The Master Trust Deed contains provisions for the Delegate and/or IDB to convene meetings of Certificateholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Master Trust Deed, any other Programme Document, any Supplemental Purchase Agreement, any Additional Portfolio Assets Sale Agreement or any Supplemental Trust Deed, provided that IDB shall not be entitled to vote at any such meeting. The quorum at any meeting for passing an Extraordinary Resolution will be one or more Certificateholders, proxies or representatives holding or representing in the aggregate not less than one-fifth in principal amount of the relevant Series of the Trust Certificates for the time being outstanding, or at any adjourned such meeting one or more Certificateholders, proxies or representatives present whatever the principal amount of the Trust Certificates held or represented by him or them. To be passed, an Extraordinary Resolution requires a majority in favour consisting of not less than two-thirds of the persons voting on a show of hands or, if a poll is duly demanded, a majority of not less than two-thirds of the votes cast on such poll and, if duly passed, will be binding on all holders of the relevant Series of the Trust Certificates, whether or not they are present at the meeting and whether or not voting.

In addition, a resolution in writing signed by or on behalf of 90 per cent. of Certificateholders who for the time being are entitled to receive notice of a meeting of Certificateholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Certificateholders.

- (c) The Delegate may from time to time and at any time without any consent or sanction of the Certificateholders agree and require the Trustee to agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Master Trust Deed any other Programme Document or any Transaction Document or determine, without any such consent as aforesaid, that any Dissolution Event shall not be treated as such, which in any such case is not, in the opinion of the Delegate, materially prejudicial to the interests of the Certificateholders or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest or proven error. The Delegate shall be entitled to assume, for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to the Trust Certificates, that such exercise will not be materially prejudicial to the interests of the

Certificateholders if each of the Rating Agencies has confirmed in writing (whether or not addressed to the Delegate) that their respective ratings of the Trust Certificates would not be adversely affected by such exercise.

- (d) In connection with the exercise by it of any of the powers, trusts, authorities and discretions vested in it by the Master Trust Deed, the Trust Certificates, the Conditions, the other Programme Documents or any Transaction Documents (including, without limitation, any modification, waiver, authorisation or determination), the Delegate shall have regard to the general interests of the Certificateholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof) and neither the Trustee nor the Delegate shall be entitled to require, nor shall any Certificateholder be entitled to claim from the Trustee, the Delegate or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders except to the extent provided in Condition 12 (*Taxation*).
- (e) Any modification, abrogation, waiver, authorisation or determination shall be binding on all the Certificateholders and, unless the Delegate otherwise decides, the Delegate shall be required to notify the Certificateholders of any modification as soon as practicable thereafter in accordance with Condition 17 (*Notices*).
- (f) The Master Trust Deed also contains provisions regarding (i) the removal of the Delegate in respect of a Series of Trust Certificates pursuant to an Extraordinary Resolution of Certificateholders of the relevant Series of Trust Certificates, and (ii) the retirement of the Delegate upon not less than three months' notice in writing to IDB and the Certificateholders of each Series of Trust Certificates then outstanding, provided that no such removal or retirement may become effective until a successor Delegate is appointed.

19. INDEMNIFICATION AND LIABILITY OF THE TRUSTEE AND THE DELEGATE

- (a) The Master Trust Deed contains provisions for the indemnification of each of the Trustee and the Delegate in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured to its satisfaction.
- (b) The Master Trust Deed contains provisions pursuant to which no director or officer of the Delegate or of any holding, affiliated or associated company of the Delegate shall be precluded from subscribing any Trust Certificates issued under the Programme, with or without a commission or other remuneration, or from purchasing or otherwise acquiring, holding, dealing in or disposing of any notes, bonds, debentures, shares or securities whatsoever or from being interested in any contract or transaction or from accepting and holding the office of trustee or administrator for the holders of any other securities, and in any such case neither the Delegate nor any director or officer of the Delegate shall be liable to the Certificateholders for any profit made by it or him thereby or in connection therewith.

20. CURRENCY INDEMNITY

All payments made in respect of the Trust Certificates shall be made in the Specified Currency irrespective of the currency of the Trust Assets. Certificateholders shall accordingly be indemnified from the Trust Assets against:

- (a) any Liability incurred by any of them arising from the non-payment in respect of the Trust Certificates or of any other amount due to the Certificateholders under these Conditions by reason of any variation in the rates of exchange between those used for the purposes of calculating the amount due under a judgment or order in respect thereof and those prevailing at the date of actual payment; and
- (b) any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the local currency equivalent of the amounts due or contingently due under the Conditions is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Trust, the Trustee or IDB and (ii) the final date for ascertaining the amount of claims in such

bankruptcy, insolvency or liquidation. The amount of such deficiency shall be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation.

The above indemnities apply irrespective of any indulgence granted by the Delegate or the Certificateholders from time to time and shall continue in full force and effect notwithstanding the judgment or filing of any proof or proofs in any bankruptcy, insolvency or liquidation of the Trust, the Trustee or IDB for a liquidated sum or sums in respect of amounts due under the Conditions. Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Certificateholders and no proof or evidence of any actual loss shall be required by the Trustee or the liquidator or liquidators of the Trust.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

22. GOVERNING LAW AND SUBMISSION TO JURISDICTION

Each of the Master Trust Deed, the Trust Certificates, the Agency Agreement, the Purchase Undertaking Deed, the other Programme Documents (other than the Corporate Services Agreement), each Supplemental Purchase Agreement, each Additional Portfolio Assets Sale Agreement, each Supplemental Trust Deed and each Repurchase Agreement, and any non-contractual obligations arising out of or in connection with any of them (other than the Corporate Services Agreement) is governed by English law.

The Trustee and IDB have in the Master Trust Deed irrevocably and unconditionally agreed that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Master Trust Deed (“**Proceedings**”) and has accordingly submitted to the exclusive jurisdiction of the English courts. This submission is made for the benefit of Certificateholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

Each of the Trustee and IDB, as the case may be, has also agreed to waive any objection to the Proceedings on the grounds that they are an inconvenient or inappropriate forum.

The Trustee has in the Master Trust Deed appointed Clifford Chance Secretaries Limited at its registered office at 10 Upper Bank Street, London E14 5JJ, as its agent for service of process and has undertaken that, in the event of Clifford Chance Secretaries Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by IDB and/or the Delegate, as the case may be, as its agent for service of process in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any matter permitted by law.

IDB has, in each of the Programme Documents to which it is a party, represented and warranted that it has entered into such Agreement/Deed and the other Programme Documents to which it is a party in connection with the exercise of its powers to raise money and, accordingly, that it is not entitled to claim for itself or any of its assets immunity from legal process in actions taken in relation to such Agreement/Deed or any other Programme Documents and brought against it in a court of competent jurisdiction by the Trustee and/or the Delegate irrespective of the identity of the holders of beneficial interests in the Trust Certificates provided, however, that, in respect of any action brought in a Member Country of IDB, no form of service, attachment or execution may be exercised against the property and assets of IDB before delivery of final judgment against IDB.

Form of Final Terms

The Final Terms in respect of each Series of Trust Certificates will be substantially in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the relevant Trust Certificates and their issue. Text in this Section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

Final Terms dated [●]

IDB Trust Services Limited

Issue of [Aggregate Nominal Amount of Series] [Title of Trust Certificates]

with, *inter alia*, the benefit of a Liquidity Facility provided by

THE ISLAMIC DEVELOPMENT BANK

under the

U.S.\$1,500,000,000

Trust Certificate Issuance Programme

The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Trust Certificates in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Trust Certificates. Accordingly any person making or intending to make an offer in that Relevant Member State of the Trust Certificates may only do so in circumstances in which no obligation arises for the Trustee or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Trustee, IDB nor any Dealer has authorised, nor do they authorise, the making of any offer of Trust Certificates in any other circumstances.

Part A – Contractual Terms

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated 28 July 2009 [and the supplemental Base Prospectus dated [●] 2009] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Trust Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive. These Final Terms contain the final terms of the Trust Certificates and must be read in conjunction with such Base Prospectus [as so supplemented].

Full information on the Trustee, IDB and the offer of the Trust Certificates described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is] [are] available for viewing during normal business hours at the specified office of the Principal Paying Agent set out in the Base Prospectus.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an offering circular or base prospectus with an earlier date and the relevant terms and conditions from that offering circular or base prospectus with an earlier date were incorporated by reference in this Base Prospectus.]

Terms used herein shall be deemed to be defined as such for the purposes of the 2005 Conditions (the “**Conditions**”) included in the offering circular dated 23 May 2005 (the “**Offering Circular**”). These Final Terms contain the final terms of the Trust Certificates and must be read in conjunction with the Base Prospectus dated 28 July 2009 [and the supplemental Base Prospectus dated [●] 2009] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”), save in respect of the Conditions which are set forth in the Offering Circular and are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Trust Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|-----|---|--|
| 1. | (i) Trustee (issuer of the Trust Certificates): | IDB Trust Services Limited |
| | (ii) Liquidity Facility Provider: | The Islamic Development Bank (“IDB”) |
| 2. | Series Number: | [] |
| 3. | Specified Currency or Currencies: | [] |
| 4. | Aggregate Nominal Amount of Series: | [] |
| 5. | Issue Price: | [] per cent. of the Aggregate Nominal Amount |
| 6. | (i) Specified Denominations: | [] |
| | | <i>Trust Certificates which may be admitted to trading on the Regulated Market of the London Stock Exchange and/or admitted to listing, trading and/or quotation by any other competent authority, stock exchange and/or quotation system situated or operating in a member state of the European Union may not have a minimum denomination of less than €50,000 (or nearly equivalent in another currency).
No Trust Certificates may be issued which have a minimum denomination of less than €1,000 (or nearly equivalent in another currency).</i> |
| | (ii) Calculation Amount: | [] |
| 7. | (i) Issue Date: | [] |
| | (ii) Return Accrual Commencement Date: | [The Issue Date/other (specify)] |
| 8. | Maturity Date: | <i>[specify date or (for Floating Rate Periodic Distribution Trust Certificates) Periodic Distribution Date falling in or nearest to the relevant month and year][Trust Certificates may not be issued with a Maturity Date of less than one year]</i> |
| 9. | Periodic Distribution Amount Basis: | [[]% Fixed Periodic Distribution Amount]
[[specify reference rate] +/- []% Floating Periodic Distribution Amount]
[Screen Rate Determination]
<i>(further particulars specified below)</i> |
| 10. | Dissolution Basis: | [Dissolution at par]
[Other (specify)] |
| 11. | Change of Periodic Distribution Amount or Dissolution Basis: | <i>[Specify details of any provision for convertibility of Trust Certificates into another Periodic Distribution Amount or Dissolution/ Amount basis]</i> |
| 12. | (i) Call Options: | [Not Applicable/Trustee call]
<i>[(further particulars specified below)]</i> |
| | (ii) Date Board approval for issuance of Trust Certificates obtained: | [Not Applicable]/[date] |
| 13. | Status of the Trust Certificates: | Limited recourse, unsubordinated obligations |
| 14. | Method of distribution: | [Syndicated/Non-syndicated] |

PROVISIONS RELATING TO PERIODIC DISTRIBUTION AMOUNTS (IF ANY) PAYABLE

15. **Fixed Periodic Distribution Amount Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Fixed Amount: [] per Calculation Amount
- (ii) Periodic Distribution Date(s): [] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”]/not adjusted]
- (iii) Rate(s): [] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear] *(include if Fixed Amount not specified in respect of any Return Accumulation Period in paragraph 15(i))*
- (iv) Return Accumulation Period: [Condition 7.5 (Return Accumulation Period) applies/other (specify)]
- (v) Broken Amount(s): [] per Calculation Amount, payable on the Period Distribution Date falling [in/on] []
(Insert particulars of any initial or final broken Periodic Distribution Amounts or of any initial or final broken Fixed Amounts which do not correspond with the Fixed Amount[(s)] specified under paragraph 15(i))
- (vi) Day Count Fraction: [30/360/Actual/Actual [(ICMA)/(ISDA)]/other]
(include if Fixed Amount not specified in respect of any Return Accumulation Period)
- (vii) Other terms relating to the method of calculating Periodic Distribution Amount for Fixed Periodic Distribution Amount Trust Certificates: [Not Applicable/give details]
16. **Floating Periodic Distribution Amount Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Specified Periodic Distribution Dates: []
(Specified Period and Specified Periodic Distribution Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert “Not Applicable”)
- (ii) Specified Period: []
(Specified Period and Specified Periodic Distribution Dates are alternatives. A Specified Period, rather than Specified Periodic Distribution Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert “Not Applicable”)]
- (iii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]
- (iv) Additional Business Centre(s): [Not Applicable/give details]
- (v) Manner in which the Rate(s) is/are to be determined: [Screen Rate Determination (Condition 8.3 (Screen Rate Determination) applies)/ other (give details)]

- (vi) Party responsible for calculating the Rate(s) and/or Periodic Distribution Amount(s) (if not the Principal Paying Agent): [Not Applicable/[Name] shall be the Calculation Agent [no need to specify if the Principal Paying Agent is to perform this function]]
- (vii) Screen Rate Determination: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- Reference Rate: [For example, LIBOR or EURIBOR]
 - Periodic Distribution Determination Date(s): []
 - Relevant Screen Page: [For example, Reuters LIBOR 01/EUROBOR 01]
 - Relevant Time: [For example, 11.00 a.m. London time/Brussels time]
 - Relevant Financial Centre: [For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]
 - Reference Banks: []
- (viii) Margin(s): [Not Applicable/[+/-][] per cent. per annum]
- (ix) Day Count Fraction: []
- (x) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating Period Distributions on Trust Certificates, if different from those set out in the Conditions: []

PROVISIONS RELATING TO DISSOLUTION

17. Optional Dissolution (Call) [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- Optional Dissolution Amount (Call) [Final Dissolution Amount/[] per Calculation Amount/other (specify)]
 - Optional Dissolution Date (Call) [Any Periodic Distribution Date/other (specify)]
 - Notice period: [] (Not less than 30 nor more than 60 days)
18. Final Dissolution Amount [[] per Calculation Amount/other/see Appendix (give details)]
19. Early Dissolution Amount (Tax): [Final Dissolution Amount/[] per Calculation Amount/other (specify)]
20. Dissolution Event As listed in sub-paragraphs (a) to [(e)/(f)] inclusive of Condition 14 (Dissolution Events) [delete (e) if a Minimum Rate of Return is specified under paragraph 32, otherwise delete (f)]

GENERAL PROVISIONS APPLICABLE TO THE TRUST CERTIFICATES

21. Form of Trust Certificates: **Registered Trust Certificates:**
 Global Trust Certificate exchangeable for interests in Individual Trust Certificates in the limited circumstances specified in the Global Trust Certificate.

22. Additional Financial Centre(s) or other special provisions relating to Periodic Distribution Dates: []
(Note that this item relates to the date and place of periodic distribution, and not Return Accumulation Period end dates, to which items 15(ii) and 16(iv) relate)
23. Other terms or special conditions [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

DISTRIBUTION

24. If syndicated, names of Managers: [Not Applicable/give names]¹
25. If non-syndicated, name of Dealer: [Not Applicable/give name]
26. Additional selling restrictions: [Not Applicable/give details]
27. Non-exempt Offer: [Not Applicable] [An offer of the Trust Certificates may be made by the Managers [and [specify, if applicable]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplements have been passported] (“**Public Offer Jurisdictions**”) during the period from [specify date] until [specify date] (“**Offer Period**”). See further Paragraph 10 of Part B below.

PROVISIONS IN RESPECT OF THE PORTFOLIO

28. Portfolio: [As specified in Annex 1/ other (specify)]
29. Trust Assets: [Condition 5.1 (Trust Assets) applies/other (specify)]
30. Application of Trust Assets (Prior to Dissolution): [As specified in Condition 5.2 (Application of Trust Assets prior to Dissolution)/ other (specify)]
31. Application of Trust Assets (Following a Dissolution): [As specified in Condition 5.3 (Application of Trust Assets on Dissolution Date)/other (specify)]
32. [(i) Maximum Rate of Return: [[] per cent. per annum / Not Applicable]
[(ii) Minimum Rate of Return: [[] per cent. per annum / Not Applicable]
33. Certificateholder Contribution: []
34. IDB Contribution: []²
35. Certificateholder Entitlement: [[], calculated pursuant to the Master Trust Deed and Supplemental Trust Deed dated [date] / other (specify)]
36. IDB Entitlement: [As set out in the Master Trust Deed/other (specify)]
37. Record Date: [Specify date which is on fifteenth day before the relevant Periodic Distribution Date/other (specify)]
38. Calculation Date(s): [Date/The [number] day of each [month/year/other]
39. Calculation Period: []
40. Report Date(s) [Specify date which is one day after Calculation Date/ other (specify)]
41. Settlement Date(s) [Specify date which is four days after Calculation Date/other (specify)]

1 There should be no reference to a stabilising manager in the distribution provisions of the Final Terms as stabilising activity is not permitted in the United Kingdom in respect of units in a collective investment scheme, such as the Trust Certificates.

2 Should include amount of the Initial Trust Property.

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on [the Regulated Market of the London Stock Exchange/ other] of the Trust Certificates described herein] pursuant to the U.S.\$1,500,000,000 Trust Certificate Issuance Programme of IDB Trust Services Limited with, *inter alia*, the benefit of a Liquidity Facility provided by the IDB.

RESPONSIBILITY

IDB Trust Services Limited and IDB accept responsibility for the information contained in these Final Terms. [[*Relevant third party information*] has been extracted from [*specify source*]. Each of IDB Trust Services Limited and IDB confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of **IDB Trust Services Limited:**

By:

Duly authorised

Signed on behalf of the **Islamic Development Bank:**

By:

Duly authorised

Part B – Other Information

1. LISTING

- (i) Listing [London/Other/None]
- (ii) Admission to trading [Application has been made by the Trustee (or on its behalf) for the Trust Certificates to be admitted to trading on the [Regulated Market of the London Stock Exchange/other] with effect from [].]
[Application is expected to be made by the Trustee (or on its behalf) for the Trust Certificates to be admitted to trading on [Regulated Market of the London Stock Exchange/other] with effect from [].] [Not Applicable.]

2. RATINGS

- Ratings: The Trust Certificates to be issued have been rated:
[S & P: []]
[Moody's: []]
[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]
[The above disclosure should reflect the rating allocated to Trust Certificates of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

["Save as discussed in "Subscription and Sale" of the Base Prospectus, so far as the Trustee or IDB is aware, no person involved in the offer of the Trust Certificates has an interest material to the offer."]

[When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

4. ESTIMATED TOTAL EXPENSES

Estimated total expenses related to the admission to trading: []

5. [Fixed Periodic Distribution Amount Trust Certificates only – YIELD]

Indication of yield: []

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [Floating Periodic Distribution Amount Trust Certificates only – HISTORIC RATES]

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. OPERATIONAL INFORMATION

ISIN Code: []

Common Code: []

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking Société Anonyme and the relevant identification number(s): [Not Applicable/give name(s) (i.e. Clearstream Banking, Frankfurt) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of initial paying agent(s): []

Names and addresses of additional paying agent(s) (if any): []

Annex 1
Portfolio³

³ Insert Schedule of Portfolio contained in relevant Supplemental Purchase Agreement once in final form.

Provisions Relating to the Trust Certificates Whilst in Global Form

Trust Certificates issued under the Programme will only be issued in registered form evidenced by a permanent global trust certificate (the “**Global Trust Certificate**”) which will be deposited with, and registered in the name of a nominee for, a common depository for Euroclear Bank SA./NV. as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”). Only in the exceptional circumstances outlined below will individual registered trust certificates (“**Individual Trust Certificates**”) evidencing holdings of Trust Certificates be issued in exchange for the Global Trust Certificate relating to the relevant Series.

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as the beneficial holder of a Trust Certificate represented by a Global Trust Certificate must look solely to Euroclear, Clearstream, Luxembourg or such other clearing system (as the case may be) for such person’s share of each payment made by the Trustee to the registered holder of the Global Trust Certificate, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg or such other clearing system (as the case may be). Such persons shall have no claim directly against the Trustee in respect of payments due on any Trust Certificates for so long as such Trust Certificates are represented by a Global Trust Certificate and such obligations of the Trustee will be discharged by payments to the registered holder of the relevant Global Trust Certificate in respect of each amount so paid. References in these “Provisions Relating to the Trust Certificates whilst in Global Form” to “**Accountholder**” are to those persons shown in the records of the relevant clearing system as a holder of a Trust Certificate.

Unless otherwise specified in the relevant Final Terms, each Global Trust Certificate will be in registered form and registered in the name of a nominee for, and deposited on or about the relevant Issue Date with, a common depository for Euroclear and Clearstream, Luxembourg. Upon confirmation from the common depository that it holds the relevant Global Trust Certificate, Euroclear or Clearstream, Luxembourg, as the case may be, will record book-entry interests in the beneficial owner’s account or the participant account through which the beneficial owner holds its interests in such Global Trust Certificate. These book-entry interests will represent the beneficial owner’s beneficial interest in the relevant Global Trust Certificate. Beneficial interests in a Global Trust Certificate will be shown on, and the transfers thereof will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg and their participants.

Unless otherwise specified in the relevant Final Terms, each Global Trust Certificate will become exchangeable in whole, but not in part, for Individual Trust Certificates only in the limited circumstances specified in the relevant Global Trust Certificate. Beneficial owners of interests in a Global Trust Certificate will only be entitled to receive Individual Trust Certificates under the following limited circumstances:

- (i) if either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee acting on the instructions of IDB and (if so directed by the Certificateholders) the Delegate is available; or
- (ii) if the Trustee would suffer a disadvantage as a result of a change in taxation laws or regulations which would not be suffered were the Trust Certificates in individual registered form and a certificate to such effect signed by a Director of the Trustee and the President (or other duly authorised person) of IDB is given to the Delegate; or
- (iii) if otherwise specified in the relevant Final Terms.

Thereupon the registered holder of the Global Trust Certificate or the Delegate may, or in the case of (i) above, present the relevant Global Trust Certificate on any day (other than a Saturday or Sunday) on which banks are open for business in the city in which the Registrar has its office for exchange for the corresponding Individual Trust Certificates.

In no event will Individual Trust Certificates in bearer form be issued. Any Individual Trust Certificate will be issued in registered form in the denominations specified in the relevant Final Terms.

Whenever a Global Trust Certificate is to be exchanged for Individual Trust Certificates, such Individual Trust Certificates will be issued in an aggregate principal amount equal to the principal amount of such Global Trust Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Trust Certificate, Euroclear, Clearstream, Luxembourg, and/or any other relevant clearing system to the Registrar of such information as is required to complete and

deliver such Individual Trust Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Trust Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Trust Certificate at the specified office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Global Trust Certificates in Schedule 3 (*Register and Transfer of Individual Trust Certificates*) to the Master Trust Deed and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Whilst any Trust Certificates are represented by a Global Trust Certificate, Dissolution Amount and Periodic Distribution Amount payments on the Trust Certificates will be made to the Principal Paying Agent (as defined in the Conditions) and then credited by the Principal Paying Agent to the cash accounts of Euroclear, Clearstream, Luxembourg or their nominee or their common depositary as the registered holder of the relevant Trust Certificates. After receipt of any payment from the Principal Paying Agent to the common depositary, Euroclear or Clearstream, Luxembourg as the case may be, will credit their respective participants' accounts in proportion to those participants' holdings as shown in the records of Euroclear and Clearstream, Luxembourg, respectively. Payments by participants in Euroclear or Clearstream, Luxembourg to the beneficial owners of the relevant Trust Certificates will be governed by standing instructions, customary practice and any statutory or regulatory requirements as may be in effect from time to time. These payments will be the responsibility of the relevant participant and not of Euroclear, Clearstream, Luxembourg, the Principal Paying Agent or the Trustee.

In addition, each Global Trust Certificate may contain provisions which modify the terms and conditions of the Trust Certificates as they apply to the Trust Certificates evidenced by the Global Trust Certificate. Notwithstanding Condition 17 (*Notices*), so long as any Global Trust Certificate is held on behalf of or for Euroclear, Clearstream, Luxembourg or any other clearing system (an “**alternative clearing system**”), notices to the holders of the Trust Certificates represented by such Global Trust Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such alternative clearing system provided that, in the case of any Trust Certificates listed, traded or quoted on a Stock Exchange, publication shall also be made as required by Condition 17 (*Notices*) for so long as the rules of such Stock Exchange so require. Any notice delivered to Euroclear, Clearstream, Luxembourg or (as the case may be) such alternative clearing system shall be deemed to have been given on the day of delivery.

It is a condition of the Trust Certificates that the Trustee is entitled to rely and bound to act only on the instructions of the Delegate acting on directions of the Certificateholders. It is a term of the Trust Certificates that whilst the Trust Certificates are in global form, for the purposes of convening meetings of Certificateholders and obtaining instructions from Certificateholders and exercising discretions on their behalf, the Delegate (but not the Trustee) shall treat the Accountholders as if they were Certificateholders.

IDB will be entitled to convene and attend at meetings of Certificateholders but will not be entitled to vote at any such meetings.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their Accountholders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective Accountholders.

Euroclear and Clearstream, Luxembourg each provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective Accountholders may settle trades with each other.

Accountholders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an accountholder of either system.

An Accountholder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective accountholders and have no record of or relationship with persons holding through their respective accountholders.

Use of Proceeds

The net proceeds of each Series of Trust Certificates issued under the Programme will be applied by the Trustee for the purchase of the Portfolio of the relevant Series by the Trustee from IDB. The net proceeds that IDB receives from the sale of the Portfolio to the Trustee will be used by it for general corporate purposes, including financing projects in IDB Member Countries in accordance with its Articles of Agreement.

Description of the Trustee

Introduction

The Trustee was incorporated in Jersey on 17 February 2005 as a limited par value company pursuant to the Companies (Jersey) Law 1991, with registered number 89541. The registered office of the Trustee is Whiteley Chambers, Don Street, St Helier, Jersey JE4 9WG. The Trustee's authorised share capital, at the date of this Base Prospectus, is £10,000, divided into 10,000 shares of £1.00 each. The Trustee's issued share capital was £2.00 divided into two shares of £1.00 each.

All of the issued shares of the Trustee are held by or on behalf of Ogier Corporate Trustee (Jersey) Limited as share trustee, under the terms of a declaration of trust dated 16 February 2005 establishing a charitable trust.

The principal objects of the Trustee are set out in its memorandum of association and these permit the Trustee to act as trustee generally and to issue trust certificates in respect of any such trust, to borrow or raise money and to grant security over its assets for the performance of its obligations or the payment of money.

The Trustee was established to raise capital by the issue of Trust Certificates and to use the net proceeds of such issuance to purchase the Portfolio in accordance with the Master Purchase Agreement and each Supplemental Purchase Agreement.

Since its incorporation, the Trustee has not engaged in any material activities other than those incidental to its registration as a limited par value company under the Companies (Jersey) Law 1991, the authorisation and issue of the Trust Certificates, the matters contemplated in this Base Prospectus, the authorisation of the other Programme Documents referred to in this Base Prospectus or in connection with the issue of the Trust Certificates and other matters which are incidental or ancillary to those activities. The Trustee has no employees.

There is no intention to accumulate surplus cash in the Trustee except in the circumstances set out in the Master Trust Deed and (if applicable) the relevant Supplemental Trust Deed. The auditor of the Trustee is BDO Alto Limited of Windward House, La Route de la Liberation, St Helier, Jersey JE1 1BG. The accounts for the Trustee are audited by BDO Alto Limited. There is no requirement under Jersey law for the Trustee to register or publish audited or unaudited accounts. The audited accounts for the year ended (29 Dhul Hijjah 1427H (19 January 2007) and subsequent annual audited accounts will be made available for inspection by Certificateholders at the registered office of the Trustee within seven days of such reports and accounts being delivered to the Trustee). In addition, such accounts will be made available for inspection and will be obtainable free of charge on application at the specified office of the Principal Paying Agent.

Directors and Secretary

At the date of this Base Prospectus, the Directors of the Trustee and their respective business addresses and principal activities or business occupations are:

Name	Business Address	Principal Activities Outside the Trustee
Matthew Swan	Whiteley Chambers Don Street St Helier Jersey JE4 9WG	Partner of law firm
Peter Gatehouse	As above	Director of fiduciary trust company

At the date of this Base Prospectus, the Company Secretary of the Trustee is:

Name	Business Address
Ogier SPV Services Limited	Whiteley Chambers Don Street St Helier Jersey JE4 9WG

Matthew Swan is a partner of Ogier, the Jersey legal adviser to the Trustee, which is associated with the Ogier Group Partnership, the owner of Ogier Fiduciary Services (Jersey) Limited. Peter Gatehouse

is a director of Ogier Fiduciary Services (Jersey) Limited. Ogier Fiduciary Services (Jersey) Limited is the holding company of Ogier Corporate Trustee (Jersey) Limited, the trustee of IDB Trust Services Charitable Trust, and Ogier SPV Services Limited, the secretary of and corporate services provider to the Trustee.

There are no potential conflicts of interest between any duties toward the Trustee of any of the persons referred to above and their respective private interests and/or duties.

The Trustee's activities will comprise the issue of Trust Certificates, the purchase of the Portfolio pursuant to the Master Purchase Agreement, the Supplemental Purchase Agreement and the Additional Portfolio Assets Sale Undertaking Deed, the entering into all documents relating to such issue and purchase to which it is expressed to be a party and the exercise of related rights and powers and other activities referred to in this Base Prospectus or reasonably incidental to those activities.

Description of the IDB

The following information includes financial information derived from the audited financial statements of the IDB as at and for the year ended 30 Dhul Hijjah 1429H (28 December 2008). Such financial statements have been approved by Board of Governors of IDB on 3 June 2009.

The following information also includes information derived from the annual report of IDB for the year ended 30 Dhul Hijjah 1429H (28 December 2008).

Introduction

The Islamic Development Bank (the “IDB”) was established on 24 Rajab 1394H (12 August 1974) pursuant to the Articles of Agreement (the “Articles of Agreement”) among and between its founding Member Countries (as defined below) and began operating as a multilateral development bank on 15 Shawwal 1395H (20 October 1975).

The IDB’s purpose is to foster the economic development and social progress of its Member Countries as well as of Muslim communities in non-Member Countries in accordance with the principles of Shari’ah (Islamic law). The IDB pursues this goal by providing project financing, loans and technical assistance as well as establishing and managing special funds and trust funds.

The principal office of the IDB is at King Khalid Street, P.O. Box 5925, Jeddah 21432 in the Kingdom of Saudi Arabia (telephone number: 00966 2 6361400). The IDB also has, at the date of this Base Prospectus, regional offices in Rabat, Morocco; in Kuala Lumpur, Malaysia; in Almaty, Kazakhstan and in Dakar, Senegal as well as field representatives in Afghanistan, Azerbaijan, Bangladesh, Guinea-Conakry (covering Sierra Leone), Indonesia, Iran, Nigeria, Pakistan, Sudan, Uzbekistan and Yemen.

The IDB’s financial year is the lunar Hijrah year, which is 11 days shorter than the solar Gregorian year. The most recent financial year of the IDB ended on 30 Dhul Hijjah 1429H (28 December 2008).

Legal Status of the IDB

The IDB is an international organisation and derives its legal personality from public international law. As a result, it is able to enter into contracts, acquire and dispose of property and take legal action. The Articles of Agreement have been signed and ratified or accepted by each of the IDB’s Member Countries.

As a supranational institution, the IDB is not subject to national banking regulation and is not supervised by any external regulatory authority. It is, however, closely supervised by its organs, namely, the Board of Governors and the Board of Executive Directors. Moreover, in each Member Country the IDB has been granted an exemption from all taxes and tariffs on assets, property or income, and from any liability involving payment, withholding or collection of any taxes.

The IDB is required to carry out its activities in accordance with the principles of Shari’ah. The fundamental principle underlying the Shari’ah approach to financial matters is that to earn a profit it is always necessary to take a risk. The concept of a bank deposit or bank loan that earns interest but whose principal must be repaid in full does not fit in with this underlying principle. In practice, Shari’ah means that all Islamic finance is asset-based, and the foundation of Islamic banking is asset-based.

Shari’ah is regularly clarified by the Islamic *Fiqh* Academy (the “*Fiqh Academy*”), an institution established by the Organisation of the Islamic Conference (“OIC”) to interpret and develop Islamic jurisprudence. The IDB has established its own Shari’ah Committee to give its opinion on matters on which the *Fiqh* Academy has not yet made any pronouncement. In particular, the IDB submits proposals for transactions and products to be used by the IDB for the first time (and which raise fundamental issues of Shari’ah) to its Shari’ah Committee for a ruling on the conformity of such proposals with the principles of Shari’ah, pending the submission of the relevant issue to the *Fiqh* Academy.

IDB’s Unit of Account and Exchange Rates Used in the Base Prospectus

The unit of account of the IDB is the Islamic Dinar (“ID”). At the date of this Base Prospectus, one ID is equal to one Special Drawing Right (“SDR”) of the International Monetary Fund (“IMF”). The IMF revises the SDR valuation every five years. With effect from 1 January 2006, the IMF has assigned the following weights to the four component currencies of the SDR: US Dollar (44 per cent.), Euro (34 per cent.), Japanese Yen (11 per cent.) and British Pound Sterling (11 per cent.).

U.S. Dollar amounts in parentheses after ID amounts in this Prospectus are only indicative and approximations of actual amounts in ID. For the purpose of simplicity and except where otherwise indicated, all financial statement figures, relating to 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (9 January 2008) have been converted using exchange rates of ID1 = U.S.\$1.5443 and ID1 = U.S.\$1.5805 respectively.

Capital Structure and Ownership

Capital Structure

The IDB is unique among multilateral development banks in that its ordinary operations are funded primarily by paid-up capital from its Member Countries.

By the nature of Islamic banking and the confines of Shari'ah there is, at the date of this Base Prospectus, no significant long-term debt in the IDB with the exception of U.S. \$500 million Trust Certificates due 2010, Malaysian Ringgit (“MYR”) 300 million Trust Certificates due 2013, MYR 100 million Trust Certificates due 2014, and Euro 500 million, as raised through private placements with maturities of 2010, 2011, 2012, and 2013 for Euro 125 million each. However, due to the overriding discipline imposed by Shari'ah, the IDB has a built in mandatory, business policy and accounting standard and policy defences to keep its balance sheet exposure within prudent limits while raising funds from the market. For example, Article 21 of the Articles of Agreement require that the total amount of equity investments, amounts of loans outstanding and other ordinary operations of the IDB do not exceed, at any time, the total amount of unimpaired subscribed share capital, reserves, deposits, other funds raised and surplus included in the IDB's Ordinary Capital Resources (“OCR”). As of 29 Jumad Thani 1430H (23 June 2009), the debt equity ratio was 27% and Equity to Total Assets ratio was 76%. Also, the IDB is currently implementing a risk sensitive capital adequacy framework in accordance with Basel Committee and IFSB Capital adequacy standards.

As at 30 Dhul Hijjah 1429H (28 December 2008) the IDB had authorised share capital of ID30 billion (U.S.\$46.33 billion), comprised of 3.0 million shares with a par value of ID10,000 (U.S.\$15,443) per share. During the course of 2008, IDB subscribed capital was further increased from ID15 billion to ID16 billion by the Board of Governors during its 33rd Annual Meeting held in Jeddah on 30 Jumad Awwal 1429H (4 June 2008). This increase was approved by the Board to accommodate the request of the State of Qatar to increase its contribution to 8.65 per cent. of IDB subscribed capital so as to have the right to appoint a member on the Board of Executive Directors.

The subscribed share capital of ID16 billion (U.S.\$24.71 billion) is comprised of a called capital of ID4.40 billion (U.S.\$6.79 billion) and a callable capital of ID11.60 billion (U.S.\$17.91 billion). Out of the called capital, ID3.30 billion (U.S.\$5.10 billion) was paid-in, ID907.27 million (U.S.\$1.40 billion) was not yet due and the balance amount of ID169.93 million (U.S.\$262.42 million) was overdue. As of 26 Jumad Thani 1430H (20 June 2009), the overdue amount has come down to ID70.96 million (U.S.\$109.58 million). All of the shares of the IDB are common shares.

The IDB's subscribed capital is divided into the following components:

- initial capital, which is the capital paid by countries in order to become members of the IDB;
- capital increases, of which there have been four, beginning with the Additional Capital Increase on 27 Rabi Thani 1401H (3 March 1981), the 2nd General Capital Increase on 4 Muharram 1413H (4 July 1992), the 3rd General Capital Increase on 8 Shabaan 1422H (24 October 2001), and the 4th General Capital Increase on 4 Jumad Awwal 1427H (31 May 2006); and
- special capital increases, which took place on 16 Shabaan 1412H, 29 Rajab 1419H and 30 Jamad'I 1429H (19 February 1992, 18 November 1998 and 4 June 2008, respectively).

The subscribed capital consists of total capital subscriptions under the Initial, the Additional Capital Increase, and the second, third and fourth General Capital Increases (“GCI”) of the IDB. The Callable Capital comprises 100 per cent. of the third GCI and 100 per cent. of the fourth GCI. 100 per cent. of the third GCI and 50 per cent. of the fourth GCI are collateral for raising funds from the market and for providing guarantees for its operations. The remaining 50 per cent. of the fourth GCI is callable in cash. The collateral portion of the callable capital will be called only if the IDB fails to meet its obligations to the market. Member Countries are irrevocably committed to pay their portion of the subscribed capital in question. Calls are made in freely convertible currencies acceptable to IDB. The IDB's shares cannot be pledged or encumbered, and cannot be transferred to any entity other than the IDB.

Member Countries' equity in IDB accounted for 74.86 per cent. of the balance sheet total as at 30 Dhul Hijjah 1429H (28 December 2008).

IDB Member Countries

Share ownership of the IDB is restricted to member countries (the “**Member Countries**”). The basic conditions of membership are that a country must be a member of the OIC and it must pay its contribution to the capital of the IDB. As at 30 Dhul Hijjah 1429H (28 December 2008), 56 countries had fulfilled all of the requirements for membership of the IDB. Of these, the eight principal shareholders (and their respective shareholdings), based on total subscribed capital, were Saudi Arabia (24.44 per cent.), Libya (9.81 per cent.), Qatar (8.61 per cent.), Iran (8.58 per cent.), Egypt (8.48 per cent.), Turkey (7.73 per cent.), United Arab Emirates (6.94 per cent.), and Kuwait (6.54 per cent.).

The table below provides a list of the Member Countries of the IDB, along with their respective contributions to the IDB's capital, as at the end of 1429H (28 December 2008):

IDB Member Countries

COUNTRY	TOTAL SUBSCRIBED		% OF TOTAL SUBSCRIBED¹
	<i>(ID million)</i>	<i>(U.S.\$ million)</i>	
Afghanistan.....	9.93	15.33	0.07
Albania	9.23	14.25	0.06
Algeria	459.22	709.17	3.05
Azerbaijan.....	18.19	28.09	0.12
Bahrain	25.88	39.97	0.17
Bangladesh.....	182.16	281.31	1.21
Benin	18.19	28.09	0.12
Brunei	45.85	70.81	0.30
Burkina Faso	24.63	38.04	0.16
Cameroon	45.85	70.81	0.30
Chad	9.77	15.09	0.06
Comoros	4.65	7.18	0.03
Côte d'Ivoire.....	4.65	7.18	0.03
Djibouti.....	4.96	7.66	0.03
Egypt.....	1278.67	1974.65	8.48
Gabon	54.58	84.29	0.36
Gambia	9.23	14.25	0.06
Guinea	45.85	70.81	0.30
Guinea-Bissau	4.96	7.66	0.03
Indonesia.....	406.48	627.73	2.70
Iran	1293.34	1997.30	8.58
Iraq	48.24	74.50	0.32
Jordan	73.5	113.51	0.49
Kazakhstan	19.29	29.79	0.13
Kuwait	985.88	1522.49	6.54
Kyrgyz	9.23	14.25	0.06
Lebanon.....	9.77	15.09	0.06
Libya.....	1478.24	2282.85	9.81
Malaysia.....	294.01	454.04	1.95
Maldives.....	9.23	14.25	0.06
Mali.....	18.19	28.09	0.12
Mauritania	9.77	15.09	0.06
Morocco.....	91.69	141.60	0.61
Mozambique	9.23	14.25	0.06
Niger	24.63	38.04	0.16
Nigeria	4.65	7.18	0.03
Oman	50.92	78.64	0.34
Pakistan	459.22	709.17	3.05
Palestine	19.55	30.19	0.13

COUNTRY	TOTAL SUBSCRIBED		% OF TOTAL SUBSCRIBED ¹
	(ID million)	(U.S.\$ million)	
Qatar	1297.5	2003.73	8.61
Saudi Arabia	3685.13	5690.95	24.44
Senegal	45.89	70.87	0.30
Sierra Leone.....	4.96	7.66	0.03
Somalia	4.96	7.66	0.03
Sudan	72.77	112.38	0.48
Suriname.....	9.23	14.25	0.06
Syria	18.49	28.55	0.12
Tajikistan	4.96	7.66	0.03
Togo.....	4.96	7.66	0.03
Tunisia	19.55	30.19	0.13
Turkey.....	1165.86	1800.44	7.73
Turkmenistan.....	4.96	7.66	0.03
U.A.E.	1045.96	1615.28	6.94
Uganda	24.63	38.04	0.16
Uzbekistan	2.5	3.86	0.02
Yemen.....	92.38	142.66	0.61
Sub-Total	15,076.20	23,282.18	100.00
Uncommitted	923.80	1426.62	
Grand Total.....	16,000.00	24,708.80	

¹ The percentages are rounded up

Management and Employees of IDB

The most senior levels of management of IDB are comprised of the Board of Governors, the Board of Executive Directors, the President and three Vice-Presidents.

During the year 1430H (2009), the IDB's restructuring process began and two new Vice Presidents were appointed. The restructuring is being done with a view to implement the IDB's new vision which, *inter alia*, calls for making the IDB a world-class development bank mainly focusing on human development and restoring the dignity of the people in the member countries.

The President

Dr. Ahmad Mohamed Ali Al-Madani is the first President of the IDB since 1975. Dr. Ali was born in Al-Madinah Al-Munawarah, Saudi Arabia, in 1934, where he completed his early education. He holds a B.A. degree in Commerce and a degree in Law from Cairo University, Egypt. He earned M.A. and Ph.D. degrees, both in Public Administration, from the University of Michigan, Ann Arbor, and, State University of New York (SUNY), Albany, USA, respectively in 1962 and 1967.

Dr. Ali began his career in education and manpower development with his appointment as Director, Scientific and Islamic Institute, Aden, Yemen, during 1958-59. Subsequently, he returned to Saudi Arabia and continued in the same path with his appointment as the Acting Rector of King Abdulaziz University from 1967 to 1972. His contribution to the development of the people was recognised by the government of the Kingdom of Saudi Arabia and in 1972 he was selected to serve as Deputy Minister of Education and served his country for three years. Upon the initiative of the late King Faisal Bin Abdulaziz, when the member countries of the Organization of the Islamic Conference (OIC) decided to establish the IDB, he was chosen as its first President. He has also been contributing to the welfare of the community in the Kingdom by extending his services to the Higher Education Councils of five universities and as a board member of the Saudi Fund for Development.

Vice President Finance

Dr. Abdulaziz Bin Mohamed Bin Zahir Al-Hinai, a national of Sultanate of Oman, joined as Vice President in the IDB on 1/8/1429H (2/8/2008). Dr. Al Hinai, born in 1963, holds a Doctorate in Economics and Public Policy from the Claremont Graduate University, California. His Masters in Economics is also from the same University. He earned another Masters in Banking from the American University in Washington, D.C. after the B.Sc program in Economics & Finance from the New Hampshire College, New Hampshire. Prior to joining the IDB, Dr. Al Hinai served the Oman Development Bank (ODB) in various senior positions. Until recently, he was Advisor to the Board of Directors of the Oman Development Bank. Prior to the assignment with ODB, he served the Oman Bank for Agriculture and Fisheries (OBAF) in various capacities for several years. He has been a member on the Boards of a number of organisations such as the Omani Chamber of Commerce and Industry, the Export Credit Guarantee Agency, the Agriculture and Fisheries Fund of the Government of Oman, the Omani Economic Association and the Inter-Arab Investment Guarantee Corporation.

Vice President Operations

Br. Birama Boubacar Sidibe, a citizen of Mali was appointed as Vice President of the IDB on 1 January 2009 (4 Muharram 1430H). He obtained his Engineering degree from the Ecole National du Genie Rural des Eaux et Forets, Paris, France, and Master of Sciences in Water and Sanitation from the University of Montpellier, France. Br. Sidibe has extensive experience and fairly long exposure to development issues and challenges. Prior to joining the IDB, Br. Sidibe was Managing Director of Shelter Afrique, the Regional Housing Finance Institution, in Nairobi, Kenya. Before Shelter Afrique, he worked for the African Development Bank for 23 years and held various technical and managerial positions covering operational as well as corporate areas of the Institution.

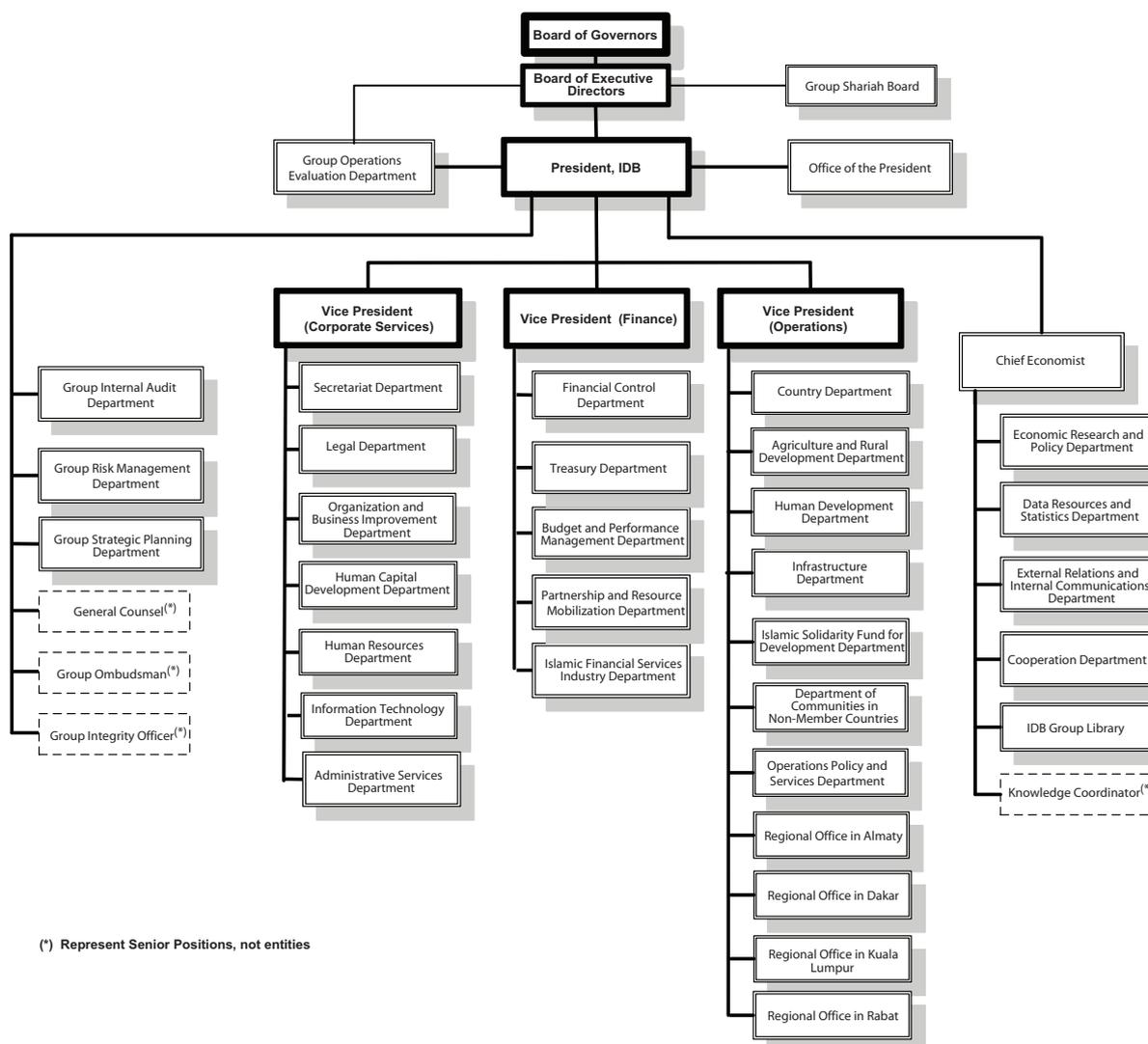
Vice President Corporate Services

Dr. Ahmet Tiktik, born in 1956, in Kayseri, Turkey, was appointed as Vice-President of the IDB on 24 January 2009. Dr. Tiktik graduated in Economics & Statistics from the Middle East Technical University (Ankara) in 1979 and received a Ph.D. in Economics (“Trade Liberalization under Imperfect Competition: A Computable General Equilibrium Analysis on Turkey”) from the same university in 1996. He also has a Diploma Degree in Economics and Econometrics from the University of Southampton, United Kingdom. He has several publications to his credit. Prior to joining the IDB, Dr. Tiktik has served in various senior capacities in the Turkish Government. The last position he held in the Turkish Government was the Undersecretary, State Planning Organisation (SPO), since 2002, reporting directly to the Vice-Prime Minister in charge of economy, in addition to holding many other responsibilities. Previously, he was the Deputy Secretary General of the Economic Cooperation Organisation, an intergovernmental organisation headquartered in Tehran. He also had the opportunity to serve as the Chairperson for Senior Officials Meeting of COMCEC since 2002. He acted as Co-chairman of the 2nd World Forum on Statistics: “How to Measure the Progress of Societies”, jointly organised with OECD”. He was actively involved in the IMF, World Bank, OECD and UNDP Country Programs and Reviews executed in Turkey as well as Turkey’s accession process to EU.

The following diagram sets out the management structure of the IDB at the date of this Base Prospectus:



ISLAMIC DEVELOPMENT BANK (IDB)
BASIC ORGANIZATION CHART



(*) Represent Senior Positions, not entities

Board of Governors

According to IDB’s Articles of Agreement, each Member Country is represented on the Board of Governors and appoints one Governor and one Alternate Governor. Currently the IDB’s membership stands at 56 Member Countries represented by 56 Governors on the Board of Governors along with an equal number of Alternate Governors. All the powers of the IDB are vested in the Board of Governors. The Board of Governors may delegate the exercise of certain powers to the Board of Executive Directors. Some of the powers that the Board of Governors cannot delegate under the Articles of Agreement include: admission or suspension of Member Countries, changes in the authorised capital stock, election of the President and the Executive Directors and determining their terms of service, approving the auditor’s report and financial statements, as well as determining the reserve and distribution of net income. Pursuant to the Articles of Agreement, the Board of Governors may also adopt such rules and regulations and establish such subsidiary institutions as may be necessary to conduct the business of the IDB.

The Board of Governors meets once every year to review the activities of the IDB for the previous year and to decide future policies, or upon the request of the Board of Executive Directors.

Board of Executive Directors

As stated in the Articles of Agreement, the Board of Executive Directors is composed of up to sixteen members (at the date of this Base Prospectus, there are fifteen) who are not members of the Board of Governors and their number may be increased at the discretion of the Board of Governors. The number of Executive Directors was increased to 11 at the 9th Annual Meeting of the Board of Governors held in 1405H (1985), to 14 at the 23rd Annual Meeting held in 1419H (1998) and thereafter to 16 at the 33rd Annual Meeting held in 1429H (2008). At the date of this Base Prospectus, however, the number of Directors is 15 and the 16th Director will be elected at the 36th Annual Meeting of the Board of Governors to be held in 1432H (2011).

The Board of Executive Directors is responsible for the direction of the general operations of the IDB and exercises all powers delegated to it by the Board of Governors including preparing the work of the Board of Governors, taking decisions concerning the business of the IDB and its operations, approving the budget and submitting the accounts of each financial year for the approval of the Board of Governors at each annual meeting.

Each Executive Director represents one or more Member Countries and, in voting, is entitled to cast the number of votes that counted toward his election or appointment, which need not be cast as a unit. All matters before the Board of Executive Directors are decided by a majority of the voting power represented at the meeting.

The table below indicates the current composition of the Executive Directors as at the date of this Base Prospectus.

Board of Executive Directors of IDB

Name of the Executive Director¹	Nationality	Countries Represented
Hon. Ibrahim Mohamed Al-Mofleh*	Saudi Arabia	Saudi Arabia
Hon. Ismail Omar Al-Dafa*	Qatar	Qatar
Hon. Badar Abdullah S. Abuaziza*	Libya	Libya
Hon. Abdul Aziz A. Al-Zaabi*	U.A.E.	U.A.E.
Hon. Junaidi Hashim	Brunei Darussalam	Brunei Darussalam, Indonesia, Malaysia, Suriname
Hon. Hassan Hashem Abdul Husain Al-Haidary	Iraq	Bahrain, Djibouti, Iraq, Jordan, Lebanon, Maldives, Oman
Hon. Hamadan H. Tagaimurodov	Tajikistan	Albania, Azerbaijan, Kazakhstan, Kyrgyz Rep., Tajikistan, Turkmenistan, Uzbekistan
Hon. Zeinhom Zahran*	Egypt	Egypt
Hon. Dr. Selim Cafer Karatas*	Turkey	Turkey
Hon. Dr. Syed Hamid Pour Mohammadi*	Iran	Iran
Hon. Aissa Abdellaoui	Algeria	Algeria, Benin, Côte d'Ivoire, Mozambique, Palestine, Syria, Yemen
Hon. Farrakh Qayyum	Pakistan	Afghanistan, Bangladesh, Pakistan
Hon. Faisal Abdul Aziz Al-Zamil*	Kuwait	Kuwait
Hon. Nailane Mhadji	Comoros	Comoros, Guinea, Guinea-Bissau, Morocco, Sudan, Sierra Leone, Somalia, Tunisia, Uganda, Nigeria, Côte d'Ivoire
Hon. Yerima Mashoud Amadou	Togo	Burkina Faso, Chad, Cameroon, Gambia, Gabon, Mali, Mauritania, Niger, Senegal, Togo

* Denotes an Executive Director that has been appointed, not elected.

¹ In Arabic alphabetical order.

The following table describes the principal activities performed by each member of the Board of Executive Directors outside the IDB:

Name of the Executive Director¹	Principal Outside Activities
Hon. Ibrahim Mohamed Al-Mofleh*	Director General , Zakat and Income Dept. Ministry of Finance, Kingdom of Saudi Arabia
Hon. Ismail Omar Al-Dafa*	Director of Research & Organization Dept. Ministry of Finance, Qatar
Hon. Badar Abdullah S. Abuaziza *	Chairman, National Commercial Bank, Libya
Hon. Abdul Aziz A. Al-Zaabi*	Chief Executive Officer Real Estate Bank, U.A.E
Hon. Junaidi Hashim	Director/ Deputy Chairman, Badan Tanmiah Harta Majlis Ugama Islam, Brunei Darussalam
Hon. Hassan Hashem Abdul Husain Al-Haidary	Adviser and General Manager, Loans and Agreement Dept, Republic of Iraq
Hon. Hamadan H. Tagaimurodov	Executive Office of the President of the Republic of Tajikistan, Department of Economic Reforms and Investments
Hon. Zeinhom Zahran*	Ministry of Economic Development, Egypt
Hon. Dr. Selim Cafer Karatas*	Economist and Operations Officer in the Country Department-1, Turkey
Hon. Dr. Syed Hamid Pour Mohammadi*	Vice Minister for Banking Affairs, Insurance and Government Companies, Islamic Republic of Iran
Hon. Aissa Abdellaoui	Ministry of Finance, Algeria
Hon. Farrakh Qayyum	Secretary, Economic Affairs Division (EAD), Islamic Republic of Pakistan
Hon. Faisal Abdul Aziz Al-Zamil*	Ministry of Finance, Kuwait
Hon. Nailane Mhadji	Minister of National Planning Planning, Infrastructures, Development and Habitat, Union Comoros
Hon. Yerima Mashoud Amadou	Senior Civil Servant of Finance, Inspector General of the Treasury, Accountant of the Inter-African Conference of Social Foresight, Republic of Togo

* Denotes an Executive Director that has been appointed, not elected.

¹ In Arabic alphabetical order.

The business address of the members of the Board of Executive Directors is King Khalid Street, P.O. Box 5925, Jeddah 21432 in the Kingdom of Saudi Arabia.

The President

The President of the IDB, who is the legal representative and chief executive officer of the IDB, is elected by the Board of Governors for a term of 5 years (which is renewable) and is responsible for conducting business under the guidance of the Board of Executive Directors. He also serves as the Chairman of the Board of Executive Directors without voting power, except a casting vote in the event of an equal division of votes.

As of the date of this Base Prospectus, the President of the IDB is Dr. Ahmad Mohamed Ali, a citizen of the Kingdom of Saudi Arabia, whose term of office was renewed by the Board of Governors in 1426H (2005). Dr. Ali was first appointed as the IDB's President when the IDB commenced operations in 1975. The President of IDB is also the president of IDB Group.

The President does not perform any activities outside the IDB other than the provision of certain services to the Higher Education Councils of five universities and are as a board member at the Saudi Fund for Development.

The business address of the President is King Khalid Street, P.O. Box 5925, Jeddah 21432 in the Kingdom of Saudi Arabia.

Vice Presidents

At the date of this Base Prospectus, the IDB has three Vice Presidents who are responsible for Finance, Operations, and Corporate Services respectively.

Vice Presidents are appointed by the Board of Executive Directors on the recommendation of the President and report directly to the President. Vice Presidents may participate in meetings of the Board of Executive Directors but have no vote at such meetings, except that the ranking Vice President may cast the deciding vote when acting in place of the President.

As at the date of this Base Prospectus, the three Vice Presidents (in order of appointment) were:

- Dr. Abdulaziz Al-Hinai (Vice President Finance).

The following departments report to the Vice President Finance:

- Financial Control Department
- Treasury Department
- Budget & Performance Management Department
- Partnership & Resource Mobilization Department
- Islamic Financial Services Industry Department

- Dr. Birama B. Sidibe (Vice President Operations).

The following departments report to the Vice President Operations:

- Country Department
- Agriculture & Rural Development Department
- Human Development Department
- Infrastructure Department
- Islamic Solidarity Fund for Development Department
- Department of Communities in Non-member Countries
- Operations Policy & Services Department
- Regional Office in Almaty, Dakar, Kuala Lumpur, Rabat

- Dr. Ahmet Tiktik (Vice President Corporate Services).

The following departments report to the Vice President Corporate Services:

- Secretariat Department
- Legal Department
- Organization & Business Improvement Department
- Human Capital Development Department
- Human Resources Department
- Information & Communications Technology Department
- Administrative Services Department

The business address of each of the Vice Presidents is King Khalid Street, P.O. Box 5925, Jeddah 21432 in the Kingdom of Saudi Arabia.

None of the Vice Presidents perform any activities outside the IDB.

No Potential Conflicts of Interest

There are no potential conflicts of interest between any duties toward the IDB of any of the persons referred to above and their respective private interests and/or duties.

Employees

As of 30 Dhul Hijjah 1429H (28 December 2008), the total number of employees in the IDB Group was 1,014.

Summary of Financial Information relating to IDB

The following tables set out in summary form the financial position and income information relating to the IDB. Such information (with the exception of the U.S.\$ amounts) is derived from the audited financial statements of the IDB as at and for the years ended 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (9 January 2008) in respect of Ordinary Capital Resources (“OCR”) (which term includes subscribed capital, deposits, amounts received in repayment of loans, from the sale of equity holdings and as income from investments on ordinary operations, as well as any other

funds raised or received by the IDB, or placed at its disposal, or income received by it, which do not form part of the resources of special funds and trust funds established by the IDB).

The financial statements of the IDB are prepared in accordance with the Financial Regulations of IDB (which provide, *inter alia*, that the financial year of the IDB should follow the Hijrah year and that the unit of account should be the Islamic Dinar) and with the Accounting Standards issued by the Accounting and Auditing Organisations for Islamic Financial Institutions (“AAOIFI”). For matters for which no AAOIFI standards exist, the IDB uses the relevant International Financial Reporting Standard (“IFRS”). For an explanation of the differences between AAOIFI and IFRS see “Principal Differences Between Accounting Principles of the Accounting and Auditing Organisation for Islamic Financial Institutions and International Financial Reporting Standards”. Such financial statements, together with the reports of Associated Accountants and Deloitte & Touche Bakr Abbulkhair & Co. and the accompanying notes, are annexed to this Base Prospectus. The financial information presented below should be read in conjunction with such financial statements, reports and the notes thereto.

The audited financial statements of IDB as at and for the year ended 30 Dhul Hijjah 1429H (28 December 2008) have been approved by the Board of Governors of IDB on 3 June 2009.

The financial information set out below excludes financial information in respect of IDB’s subsidiaries and funds managed and/or operated by IDB.

ORDINARY CAPITAL RESOURCES – STATEMENT OF FINANCIAL POSITION

As at 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (9 January 2008)

(In thousands of Islamic Dinars and U.S. Dollars)

The following table (with the exception of the U.S. \$ columns) is extracted from the audited annual financial statements of the IDB as at and for the year ended 30 Dhul Hijjah 1429H (28 December 2008), and shows the statement of financial position of the IDB as at 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (9 January 2008).

	30 Dhul Hijjah 1429H		30 Dhul Hijjah 1428H	
	<i>ID thousands</i>	<i>U.S.\$ thousands</i>	<i>ID thousands</i>	<i>U.S.\$ thousands</i>
ASSETS				
Cash at banks.....	74,370	114,850	99,590	157,402
Commodity placements with banks, net	1,270,561	1,962,127	1,000,036	1,580,557
Accrued income and other assets	267,188	412,618	221,591	350,225
Operational Assets:				
<i>Murabaha</i> financing, net	537,010	829,305	674,671	1,066,318
<i>Istisna'a</i> assets, net.....	912,112	1,408,575	773,341	1,222,265
Instalment sale financing, net	669,138	1,033,350	539,268	852,313
Loans, net	1,171,485	1,809,124	1,072,333	1,694,822
<i>Ijarah Muntahia Bittamleek</i> , net	1,119,080	1,728,195	968,342	1,530,465
Investments in equity capital, net.....	659,952	1,019,164	844,376	1,334,536
Investments in subsidiaries and trust funds:				
Export Financing Scheme.....	—	—	75,000	118,538
Islamic Banks' Portfolio for Investment and Development	—	—	39,699	62,744
Islamic Corporation for the Development of the Private Sector	191,940	296,413	191,940	303,361
International Islamic Trade Finance Corporation.....	168,735	260,577	—	—
Awqaf Properties Investment Fund.....	14,629	22,592	14,629	23,121
Other investments, net.....	178,812	276,139	149,727	236,644
Property and operating equipment, net.....	55,382	85,526	53,899	85,187
TOTAL ASSETS	7,290,394	11,258,555	6,718,442	10,618,498
LIABILITIES AND MEMBERS' EQUITY				
LIABILITIES				
Accruals and other liabilities	1,452,796	2,243,553	831,622	1,314,379
Sukuk liability	379,675	586,332	573,440	906,322
Total liabilities	1,832,471	2,829,885	1,405,062	2,220,701
MEMBERS' EQUITY				
Paid-up capital.....	3,299,009	5,094,660	3,065,182	4,844,520
Capital reserve	22,672	35,012	22,672	35,833
General reserve	1,590,120	2,455,622	1,523,897	2,408,519
Fair value reserve	351,932	543,489	538,121	850,500
Net income for the year	194,190	299,887	163,508	258,425
Total members' equity.....	5,457,923	8,428,670	5,313,380	8,397,797
TOTAL LIABILITIES AND MEMBERS' EQUITY	7,290,394	11,258,555	6,718,442	10,618,498

ORDINARY CAPITAL RESOURCES – STATEMENT OF INCOME

For the Years Ended 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (9 January 2008)

(In thousands of Islamic Dinars and U.S. Dollars)

The following table (with the exception of the U.S. \$ columns) is extracted from the audited annual financial statements of the IDB as at and for the year ended 30 Dhul Hijjah 1429H (28 December 2008), and shows the statement of income of the IDB for the years ended 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (9 January 2008).

	30 Dhul Hijjah 1429H		30 Dhul Hijjah 1428H	
	<i>ID</i> <i>thousands</i>	<i>U.S.\$</i> <i>thousands</i>	<i>ID</i> <i>thousands</i>	<i>U.S.\$</i> <i>thousands</i>
Income from:				
Commodity placements with banks	28,658	44,257	56,521	89,331
Investment in Sukuk.....	8,501	13,128	9,605	15,181
<i>Murabaha</i> financing.....	28,375	43,820	30,404	48,054
<i>Istisna'a</i> assets.....	42,430	65,525	30,402	48,050
Instalment sale financing	28,100	43,395	24,934	39,408
Loan service fees.....	23,305	35,990	24,546	38,795
<i>Ijarah Muntahia Bittamleek</i>	143,702	221,919	143,226	226,369
Investments in equity capital.....	36,450	56,290	33,518	52,975
<i>Mudarib</i> fees	8,361	12,912	16,084	25,421
	347,882	537,236	369,240	583,584
Foreign exchange gain, net.....	6,243	9,641	6,403	10,120
Financing cost	(43,023)	(66,440)	(55,372)	(87,515)
	311,102	480,437	320,271	506,189
Administrative expenses:				
Staff costs	(47,922)	(74,006)	(46,765)	(73,912)
Other.....	(15,030)	(23,211)	(15,501)	(24,499)
	(62,952)	(97,217)	(62,266)	(98,411)
Depreciation:				
<i>Ijarah Muntahia Bittamleek</i>	(93,019)	(143,649)	(91,892)	(145,235)
Property and operating equipment.....	(1,600)	(2,471)	(2,775)	(4,386)
	(94,619)	(146,120)	(94,667)	(149,621)
(Provision) for/recovery of impairment of assets ..	(13,377)	(20,658)	170	269
Net income before gain on liquidation of subsidiaries.....	140,154	216,440	163,508	258,425
Gain on liquidation of subsidiaries	54,036	83,448	—	—
Net income	194,190	299,888	163,508	258,425

IDB Group

The IDB has established a number of institutions, organisations, funds, affiliates and entities, with the aim of strengthening its objectives. The IDB, together with these other entities, has evolved into a group comprising the following (the “**IDB Group**”):

- IDB (parent organisation);
- International Islamic Trade Finance Corporation (“**ITFC**”);
- Islamic Corporation for the Development of the Private Sector (“**ICD**”);
- Islamic Research and Training Institute (“**IRTI**”);
- Islamic Corporation for Insurance of Investment and Export Credit (“**ICIEC**”); and

In addition to the above entities, the IDB Group has a number of funds under its management, namely:

- Special Account Resources Waqf Fund (“**Waqf Fund**”);
- Islamic Solidarity Fund for Development (“**ISFD**”);
- IDB Infrastructure Fund (“**IIF**”);
- World Waqf Foundation (“**WWF**”);
- Awqaf Property Investment Fund (“**APIF**”);
- IDB Unit Investment Fund (“**UIF**”). With effect from 1 Muharrum 1429H, the management of UIF has been entrusted to ICD. ICD is acting as sub-Mudarib while IDB is still the Mudarib vis-a-vis to the Unit holders.

Similarly, the IDB Group has two affiliated institutions:

- The International Centre for Biosaline Agriculture (“**ICBA**”) in Dubai, UAE; and
- The Kingdom of Saudi Arabia Project for Utilisation of Sacrificial Animals, managed by IDB.

Members of the IDB Group share the common objective of mobilising financial resources in conformity with the Shari’ah, for the purposes of project financing, promotion of trade among Member Countries and providing technical assistance.

In addition, IDB carries out a number of other activities which have an impact on social and economic development in its Member Countries. These include:

- human capital development, by way of providing scholarships and extending training opportunities to individuals engaged in development activities;
- undertaking research in Islamic economics, banking and finance;
- social infrastructure development; and
- various support activities for private sector development in Member Countries.

IDB also cooperates with other regional and international organisations in a variety of strategic partnerships.

Traditionally, IDB’s cooperation and partnership arrangements have been particularly strong with the members of the Coordination Group, an association comprised of three bilateral funds (Abu Dhabi Fund for Development, the Kuwait Fund for Arab Economic Development and the Saudi Fund for Development), one monetary agency (Arab Monetary Fund) and five multilateral development agencies (Arab Bank for Economic Development in Africa, Arab Fund for Economic and Social Development, Arab Gulf Programme for United Nations Development Organizations – AGFUND, OPEC Fund for International Development and the IDB itself).

IDB also has on-going working relationships with the World Bank, the African Development Bank, the Asian Development Bank, the Food and Agriculture Organisation (“**FAO**”), the World Health Organisation, and the International Fund for Agriculture Development (“**IFAD**”). The IDB participated in the Consultation Meeting on the Coordinated Long-Term MDB Support to the Current Food Crisis in Africa in Tunis in June 2008. Similar consultations were held with the FAO, IFAD and the Millennium Village Initiative, which is being implemented in Africa by the Millennium Promise and the United Nations Development Programme.

The Coordination Group, set up in 1975, works to achieve greater cohesion and effectiveness in the delivery of Arab aid in Arab, Muslim countries and other developing countries around the world. The nine institutions are either based in the Gulf region or have a large shareholding by an Arab

state. Among other joint activities, the Coordination Group shares initiatives and business opportunities; synchronizes programs, harmonizes approaches and best practices and forges common positions towards major global initiatives. Recent initiatives include country assistance evaluation, policy formulation, joint promotion of research and development in science and technology, public-private partnership arrangements, and post-conflict recovery and rehabilitation work.

Going forward, IDB plans to focus on poverty alleviation, mainly through financing health and education sector projects in Member Countries.

Operations of IDB

Net Approvals for LDMCs

	1396H (1976) – 1429H (2008)	
	(ID million)	(U.S.\$ million)
Loan.....	2,627.0	4,056.9
Equity.....	74.1	114.4
Instalment Sale.....	216.2	333.9
Istisna'a.....	282.9	436.9
Leasing.....	460.9	711.8
Line of Financing.....	41.0	63.3
Profit Sharing.....	3.5	5.4
Technical Assistance.....	145.4	224.5
Total.....	3,851.0	5,947.1

Composition of Financing Portfolio

	1396H (1976) – 1429H (2008)	
	(ID million)	
LDMC (28 countries).....	10,179	25%
Non-LDMC (28 countries).....	30,075.6	75%
Total.....	40,255.2	100%

Financing may be provided by the IDB itself through its OCR or it may be provided through any of the special funds and trust funds named above. IDB carries out financing from its OCR through loans, leasing (*ijarah*), investments in equity capital of companies, instalment sales, technical assistance, profit sharing *istisna'a* (as described below), and lines of financing for national development financing institutions (“NDFIs”). IDB also provided Trade Finance to its Member Countries until the end of 1428H (2007). However, since 1 Muharram 1429H (10 January 2008) this activity has been undertaken by the International Islamic Trade Finance Corporation (“ITFC”).

The special funds and trust funds are managed by the IDB in accordance with the respective regulations establishing them. The IDB maintains separate accounts for each of them as well as for its OCR. Similarly, the Articles of Agreement prohibit the IDB from financing the activities, or charging losses or liabilities arising out of, special funds and trust funds to the OCR. Although financing through the special funds and trust funds may be used to assist both Member Countries and, to a lesser extent, Muslim communities in non-Member Countries, OCR financing is available to Member Countries only.

The financing policies of the IDB are governed by the Articles of Agreement (Ref: Article 16) which, *inter alia*, stipulate that, to safeguard its interests, the IDB should ensure that the recipient of financing and its guarantor will be in a position to meet their obligations and that the financing promotes complementarity in the economies of Member Countries, promotes the well being of people in the Member Countries and avoids a disproportionate use of the resources of the IDB for the benefit of any one or a few Member Countries. At the date of this Base Prospectus, 97% of all IDB's

financing operations are sovereign guaranteed. In the implementation of these policies, the IDB applies a number of financing modes and takes into account the viability and feasibility of projects.

Overview of the IDB Group Operations

The operations of the IDB Group since inception in 1396H (1976) can be divided into four broad categories, namely, (i) OCR Operations – project financing and technical assistance, comprising approximately 40.5% of IDB’s operations; (ii) trade financing operations, comprising approximately 57.5% of IDB’s operations; (iii) *Waqf* Fund operations, comprising approximately 1.5% of IDB’s operations; and (iv) activities of IDB Group’s entities and other funds, comprising approximately 0.5% of IDB’s operations.

The IDB Group financing totalled ID3,627.5 million (U.S.\$5,601.49 million) in 1429H (2008), registering an increase of 2.0 per cent. compared with the previous year. This financing was for 399 operations, consisting of 153 project financing operations (66 from OCR and 87 from the IDB windows), 107 technical assistance operations, 85 trade finance operations and 54 special assistance operations in 49 Member Countries and 46 non-Member Countries (of which 44 countries received Special Assistance financing) and four regional programmes, compared to 330 operations in 1428H (2007). Total IDB Group project financing registered a 14 per cent. growth compared to 1428H (2007), reaching ID1,960.2 million (U.S.\$3,027.1 million). Trade financing operations amounted to ID1,654.3 million (U.S.\$2,554.7 million) in 1429H (2008), which was lower by 9.8 per cent. compared to the year ending 30 Dhul Hijjah 1428H (9 January 2008).

Net Approvals of IDB Group by Major Categories

	No.	1429H (2008)	
		(ID million)	(U.S.\$ million)
I. Project/Operation Financing from OCR	66	1,572.2	2,427.9
Technical Assistance	107	22.7	35.1
II. Project/Operation Financing by Funds/Entities (UIF, IBP, APIF, ICD & Treasury)	87	387.9	599.0
Total IDB Group Project Financing (I+II)	260	1,960.2	3,027.1
III. Trade Financing Operations	85	1654.3	2,554.7
IV. Special Assistance	54	13.0	20.1
Total IDB Group Financing	399	3,627.5	5,601.9

At the Annual Meeting held in Ashgabat, Turkmenistan during 1 to 3 June 2009, the Board of Executive Directors decided to increase the annual operations growth rate from 15% to 30% for the next three years in order to further assist the Member Countries in addressing the current global financial and economic conditions.

A significant portion of the IDB’s financing (29.2 per cent. of approved OCR financing) in the year ending 30 Dhul Hijjah 1429H (28 December 2008) was granted on concessional terms, with only a small service fee being charged for such financing. The principal beneficiaries of this concessional financing in 1429H (2008) were the IDB’s least developed Member Countries (“LDMCs”) which received approximately 76.9 per cent. of the total concessional financing approved by the IDB. Most of this concessional financing was funded through the IDB’s OCR. However some of the funding comes from the *Waqf* Fund, one of the special funds managed by the IDB.

Geographic Distribution

The following table sets out the geographical distribution of exposure on approved operations with Member Countries for the years ended 1429H (2008).

Region	1396H (1976) – 1429H (2008)
SSA (Sub-Saharan African 22 member countries).....	12%
MENA (19 member countries)	57%
ASIA (15 member countries)	31%
Total	100%

IDB Group Disbursements and Repayments

The following table sets out the disbursements and repayments of IDB Group's operations for the years ended 1429H (2008).

	1396H (1976) – 1429H (2008)	
	<i>(U.S.\$ million)</i>	
	Disbursements	Repayments
OCR	22,770.5	17,758.1
ITFO.....	9,233.8	8,000.6
Sukuk.....	851.9	272.0
Export Finance Scheme.....	1,221.7	1,193.6
Islamic Banks' Portfolio	941.7	832.9
Unit Investment Fund	1,794.7	2,436.5
Islamic Corporation for the Development of the Private Sector	446.8	216.2
Awqaf Properties Investment Fund	130.4	61.1
Special Assistance Grants.....	542.4	—
ITFC.....	1,262.0	271.1
Total	39,195.9	31,042.1

Distribution by Mode of Finance

The following table sets out the distribution of IDB Group's operations by mode of finance over the period of the previous 2 years.

Description	1429H (2008)	1428H (2007)
Murabaha	10%	14%
Istisna'a.....	17%	16%
Instalment Sale	13%	11%
Loans	24%	22%
Ijarha Bittamleek	22%	20%
Equity & Profit Sharing	14%	17%
Total	100%	100%

i. OCR Operations – Project Financing and Technical Assistance

Distribution According to Economic Sector

	1396H (1976) – 1429H (2008)		
	(ID million)	(U.S.\$ million)	
Public Utilities	4,031.6	6,226.0	31%
Social Services.....	2,479.8	3,830.0	19%
Transport & Communications.....	3,058.0	4,722.5	23%
Agriculture & Agro-Industry.....	1,367.5	2,111.8	10%
Financial Services	747.6	1,154.5	6%
Industry & Mining.....	1,445.0	2,231.5	11%
Total	13,129.4	20,276.3	100%

The total amount of financing approved for projects and technical assistance operations during the year ending 30 Dhul Hijjah 1429H (28 December 2008) was ID1,572.2 million (U.S.\$2,427.9 million). This represents an increase of 13.6 per cent. on the amount of ID1,383.9 million (U.S.\$2,187.3 million) approved in the year ending 30 Dhul Hijjah 1428H (9 January 2008).

In the year ending 30 Dhul Hijjah 1429H (28 December 2008) a total of 173 operations were approved, consisting of 66 projects and 107 technical assistance operations. By way of comparison, the total number of operations approved in the year ending 30 Dhul Hijjah 1428H (9 January 2008) was 153, consisting of 77 projects and 76 technical assistance operations.

Of the total number of operations approved in the year ending 30 Dhul Hijjah 1429H (28 December 2008), public utilities received the largest allocation of ID563.3 million (U.S.\$869.9 million), which represented 35.8 per cent. of total OCR financing, followed by transport and communications, 30.9 per cent. or ID485.2 million (U.S.\$749.3 million), industry and mining, 12.4 per cent. or ID195.9 million (U.S.\$302.54 million), agriculture, 11.3 per cent. or ID177.7 million (U.S.\$274.4 million), and social services, 5.8 per cent. or ID90.8 million (U.S.\$140.2 million). The remaining amount of ID59.4 million (U.S.\$91.7 million) or 3.8 per cent., was allocated to financial services.

In terms of the distribution of IDB Group project financing and technical assistance operations, when categorised by mode of finance, *istisna'a* accounted for 38 per cent. of such financing in the year ending 30 Dhul Hijjah 1429H (28 December 2008). Loan financing and technical assistance accounted for 1 per cent., leasing for 25 per cent., instalment sales for 12 per cent., equity investments for 7 per cent., lines of financing for 1 per cent. and Investments in sukuk for 3 per cent.

By way of comparison, in the year ending 30 Dhul Hijjah 1428H (9 January 2008), *istisna'a* accounted for 17 per cent., loan financing accounted for 14 per cent., leasing for 36 per cent., instalment sales for 12 per cent., equity investment for 12 per cent., lines of financing for 6 per cent. and profit sharing in Musharaka for 3 per cent. of project financing and technical assistance operations.

IDB's three major modes of financing: leasing, instalment sale and *istisna'a* generally have a maximum exposure limit of ID80 million per project for the purpose of financing development and infrastructure projects. A brief description of all IDB's modes of financing is given below.

A. Leasing

Leasing is used by the IDB to provide medium- to long-term financing for capital equipment and other fixed assets. The IDB uses this type of financing primarily for middle and higher income Member Countries, and it may be offered to both public and private sector entities of such Member Countries.

Following a development period necessary for preparing the assets for operations, the assets are leased by the IDB to the beneficiary for a certain period of time during which the latter pays rents (usually biannually). Rents are denominated in Islamic Dinars and must be guaranteed (usually by the relevant Member Country's government, governmental agencies or a commercial bank with an acceptable credit quality) as a condition of the IDB providing financing. At the end of the rental period, ownership of the assets is transferred to the beneficiary. The leased assets are insured during the period of the lease.

B. Instalment Sale

Through the use of instalment sales, the IDB provides medium- to long-term financing to private or public sector institutions. Typically, the IDB will procure, purchase and on-sell equipment to the beneficiary at a mark-up, allowing the beneficiary to make the payment on a deferred basis.

Repayment, however, must be guaranteed (usually by the relevant Member Country's government or a commercial bank with an acceptable credit quality) as a condition to IDB providing financing. Ownership of the relevant property transfers to the beneficiary on delivery.

C. Istisna'a

The IDB uses the mode of *istisna'a* as a form of medium- and long-term financing with a view to promoting infrastructure projects and trade in capital goods within and among Member Countries. *Istisna'a* is a contract whereby the IDB undertakes to have specific assets built according to certain specifications requested by the beneficiary, and to sell those assets to the beneficiary at a determined price to be paid over an agreed period. The beneficiary is also typically required to provide a guarantee of repayment (usually by the relevant Member Country's government, governmental agencies or a commercial bank of recognised international standing) as a condition of the IDB providing financing.

D. Loan Financing

The IDB provides loans of up to ID14 million per project for the purpose of financing development and infrastructure projects. Loans represent a form of long-term financing by the IDB. The IDB's loans are usually extended to government and public sector institutions, with the relevant Member Country's government providing a guarantee of repayment in circumstances where the loan is provided to a public sector company. All loan financing by the IDB is offered on concessional terms. The IDB funds its loan financing operations not only from OCR but also from a facility under the *Waqf* Fund. The IDB charges a service fee to cover administrative expenses which varies depending on the nature of the project being financed.

E. Equity Participation

The IDB makes equity investments in Shari'ah compliant industrial and agro-industrial projects and Islamic banks and financial institutions of Member Countries. In accordance with the IDB's Articles of Agreement, the IDB should not acquire majority or controlling interest in the share capital of a company. The IDB's policy is that such investments should not exceed one third of the company's capital and/or not provide the IDB with control or the ability to exercise any significant influence over the financial and operating policies of such companies.

Investments in equity capital by the IDB are made to maximise its developmental objectives and are sold at a time when IDB considers it appropriate. Such investments are measured at fair value, that is, in the case of listed companies, their market value, and in the case of non-listed companies, their net asset value based on the most recent financial statements, except for investments in subsidiaries which are measured at cost, and any gain or loss arising from the change in their fair value is recognised directly in the fair value reserve under Member Countries' equity. Securities available for sale whose fair value cannot be reliably measured are carried at amortised cost, less a provision for any impairment in the value of the investments.

At the date of this Base Prospectus, the IDB had a significant amount of equity investments in its equity portfolio. The total value of the equity portfolio at the end of 1428H (2008) was ID 844 million (U.S.\$ 1,334 million). Since the onset of the current global financial instability, the equity portfolio has depreciated by around 25% from its end-1428H value, though not realised. The value of the equity portfolio reflects not only the volatility of the market but also the variation of the exchange rate of the local currency with respect to the Islamic Dinar.

F. Profit Sharing

Profit sharing as applied by the IDB is a form of partnership that so far has involved the pooling of funds between the IDB and another party, historically primarily for the financing of real estate projects (currently there are none). The partners then each share the net profit accruing from the venture. The profit accruing to (or loss incurred by) each partner is proportional to that partner's share in the venture.

G. Lines of Financing

The IDB extends lines of financing to NDFIs and Islamic banks primarily in order to promote growth and development among small and medium scale industries in the private sector. The lines of financing extended comprise leasing, instalment sale and *istisna'a* or a combination of these modes of financing.

Under this mode of medium-term financing, the IDB approves a line of financing for a fixed amount which an NDFI relies on to, in turn, approve and finance individual projects by making a draw down on the line of finance. Repayments are typically guaranteed (usually by the NDFI itself or, in rare cases, by a commercial bank with a credit quality acceptable to IDB, such credit quality determined in accordance with IDB's rules and regulations) as a condition of the IDB providing the financing. The IDB is also involved in providing co-financing arrangements with other financial institutions.

H. Technical Assistance

Technical assistance is one of the concessional-terms financing used by the IDB, along with loan financing. The IDB hires consultants to prepare, supervise and implement projects or carry out feasibility studies. The financing extended by the IDB may take the form of either a grant of up to ID300,000 (approximately U.S.\$463,290) or an interest-free loan payable over a maximum period of 16 years. The IDB charges a service fee to partially cover administrative expenses in connection with the provision of such financing, equivalent to a maximum of 1.5 per cent. per annum.

LDMCs are given priority by the IDB in connection with the distribution of grants for technical assistance. This is especially so for agriculture and infrastructure projects in those countries.

Beneficiaries of Project Financing and Technical Assistance

In terms of regional distribution of approved operations, IDB development assistance has benefited all of the regions in which Member Countries are located. The development assistance has targeted 47 Member Countries and a number of regional and international organisations. Of them, 23 were from Africa, 22 from Asia, and two were Albania and Turkey. In 1429H (2008), concessional financing approved for African Member Countries amounted to ID163.1 million (U.S.\$251.9 million), while Asian Member Countries received ID83.6 million (U.S.\$129.1 million). A further ID8.8 million (U.S.\$13.6 million) was approved for three other Member Countries-Turkey, Albania, and Suriname-and ID4.6 million (U.S.\$7.1 million) for various regional operations.

With respect to the share of total approvals received by various regions, Asian Member Countries received the majority share of 62.6 per cent. (comprising 57.3 per cent. of ordinary financing and 5.3 per cent. of concessionary financing), while African Member Countries received 29.7 per cent. (comprising 10.4 per cent. of concessionary financing and 19.3 per cent. of ordinary financing).

Project Financing and Technical Assistance Disbursements

In the year ending 30 Dhul Hijjah 1429H (28 December 2008), the IDB had a total current portfolio of 821 operations, amounting to ID6.834 billion (approximately U.S.\$10.6 billion). Out of this total, 525 (representing 64 per cent. of the total amount) are currently in the disbursing category, while the remaining 296 operations (36 per cent. of the total amount) are yet to enter the disbursement stage. The amount disbursed by the IDB for project financing and technical assistance operations during the year ending 30 Dhul Hijjah 1429H (28 December 2008), was ID754.8 million (U.S.\$1,165.6 million), compared with 640.1 million (U.S.\$1,011.7 million) during the year ended 30 Dhul Hijjah 1428H (9 January 2008).

Over the course of the past 8 years, the historical trend of disbursing projects as a percentage of the total number of projects has demonstrated progressive growth, rising from 40.9% in 1422H (2002) to 63.6% in 1428H (2008). This means that the number of projects that go to the implementation stage have increased gradually over the last 8 years. The following table sets out this historical trend in further detail:

Disbursing Projects as a Percentage of Total Projects

1422H (2001).....	41%
1424H (2003).....	55%
1426H (2005).....	58%
1428H (2007).....	64%
mid-1430H (2009)	66%

Provisions for Impairment on Operating Assets

The following table sets out the provisions taken by IDB on operating assets (ijarah, instalment sales, *istisna'a*, loans and equity investments) over the past two years.

	1429H (2008)		1428H (2007)	
	(ID thousand)	(U.S.\$ thousand)	(ID thousand)	(U.S.\$ thousand)
Balance at the beginning of the year.....	174,521	269,513	174,691	276,099
Charge/(recovery) for the year	13,377	20,658	(170)	(269)
Balance at the end of the year.....	187,898	290,171	174,521	275,830

ii. Trade Financing Operations

The IDB's trade financing programme used to be implemented primarily through Import Trade Financing Operations ("ITFO"), the Export Financing Scheme ("EFS"), the Islamic Banks' Portfolio ("IBP") and to a certain extent, the UIF. IDB also managed a special exports scheme in co-operation with the Arab Bank for Economic Development in Africa ("BADEA") and has implemented a trade cooperation and promotion programme ("TCPP") among Member Countries. While ITFO and the EFS were exclusively linked with trade financing, the IBP and the UIF were also involved in project financing activities.

Most trade operations were typically secured by way of government or commercial bank guarantees, however, when dealing with large financially viable companies with good credit standing in the respective Member Countries, direct corporate exposure was also accepted. The amount of financing against corporate exposure was limited to a maximum of 30 per cent. of total approvals under trade for any given year.

However, as of 1 Muharram 1429H (10 January 2008) all trade finance operations are being undertaken by the International Islamic Trade Finance Corporation.

With a view to consolidate all the trade financing activities of the IDB Group, the Export Financing Scheme ("EFS") was dissolved and the participants thereof were given shares in ITFC in proportion to their entitlement of the assets of EFS and the IBP was liquidated and those participants of IBP who opted to quit were paid their entitlement to the assets of IBP. Those who agreed to become shareholders in ITFC were given shares in proportion to their entitlement of the assets of IBP. Moreover, the Arab Bank for Economic Development in Africa's ("BADEA") Export Finance Scheme ("BEFS") has also been transferred for management by ITFC as a Mudarib (manager). To complement the resources of ITFC, IDB has also committed to place U.S.\$1 billion with ITFC to be utilised under a *Mudaraba* agreement for its trade financing operations.

iii. Waqf Fund Operations

The *Waqf* Fund was established on 1 Muharram 1418H (8 May 1997). The *Waqf* Fund primarily caters to the development needs of the Muslim communities and organisations in non-Member Countries and LDMCs with particular emphasis on social sector development. The *Waqf* Fund derives its income from returns on cash, cash equivalents and fixed deposits, funds under management with external fund managers and other managed investments, investments in *murabaha* and other funds.

As per the *Waqf* Fund's Regulations, a certain percentage of the total income of the *Waqf* Fund and the same percentage of the banking return from the IDB's investments in the international market are allocated to the resources of the *Waqf* fund every year until the principal amount reaches ID1 billion. The income of the *Waqf* Fund has to be utilised as follows:

Principal Amount of the <i>Waqf</i> Fund:	35%
Special Assistance Programs:	45%
Special Account for LDMC's:	20%

As can be seen from above, the principal amount of the *Waqf* Fund and 35% of the annual income of the *Waqf* Fund can be invested for a longer term to maximise the return. Only 65% of the income are utilised to finance various Programmes under the *Waqf* Fund and can be kept in cash and in very short-term placements. The IDB has been granted permission by the *Fiqh* Academy to use the net proceeds earned on these investments to finance projects in the Muslim communities in non-Member Countries.

The *Waqf* Fund is also used to provide assistance with health and education, training and research, natural disaster relief within Member Countries and Muslim communities in non Member Countries.

In the year ending 30 Dhul Hijjah 1429H (28 December 2008), the total net assets of the *Waqf* Fund amounted to ID911 million (U.S.\$1.41 billion) compared with ID940 million (U.S.\$1.49 billion) in the year ending 30 Dhul Hijjah 1428H (9 January 2008), a decline mainly on account of reduced income from various investments. During 1429H, the IDB approved 54 operations totalling ID13 million (U.S.\$20.1 million) from the IDB Waqf Fund (formerly the Special Assistance Account). Ten operations totalling ID4.7 million (U.S.\$7.3 million) were approved in Member Countries and 44 operations with ID8.3 million (U.S.\$12.8 million) were approved for Muslim communities and organisations in non-Member Countries.

iv. Activities of IDB Group's Entities and Other Funds

International Islamic Trade Finance Corporation

ITFC was established as an autonomous entity within the IDB Group in Jumad Awal 1426H (June 2005). IDB holds 50% of the share capital of ITFC. The primary objective of ITFC is to facilitate intra-trade among OIC Member Countries using Shari'ah-compliant instruments. ITFC is mandated to mobilise funds from the market to complement its financing requirements and to manage dedicated funds with contributions from Member Countries. ITFC has authorised capital of U.S.\$3 billion and subscribed capital of U.S.\$750 million. ITFC commenced its operations on 1 Muharram 1429H (10 January 2008).

Islamic Corporation for the Development of the Private Sector

ICD was established in 1420H (1999) as an independent entity within IDB Group. The mission of ICD is to promote the private sector as a vehicle for economic growth and development in Member Countries. The authorised capital of ICD is U.S.\$1 billion, of which U.S.\$500 million is available for subscription. IDB has subscribed 50 per cent. of its capital, while Member Countries and public financial institutions in Member Countries have subscribed up to 30 and 20 per cent., respectively. As of end-1429H, the total Paid-up Capital of ICD stood at U.S.\$357.36 million. The ICD has been operational since 6 Rabi' Thani 1421H (8 July 2000).

The Islamic Research and Training Institute

IRTI was established in 1401H (1981) to help IDB in discharging its functions in the fields of research and training. According to its statute, the objectives of IRTI are to undertake research and provide training and information services to Member Countries and Muslim communities in non-Member Countries to help bring their economic, financial and banking activities into conformity with Shari'ah and to further accelerate economic development and enhance cooperation amongst them. The IRTI is funded from Waqf Fund resources and is managed by the IDB as *Mudarib*.

Islamic Corporation for the Insurance of Investment and Export Credit

ICIEC was established in 1415H (1994) with the objective of encouraging exports from Member Countries and facilitating the flow of foreign direct investment to Member Countries by providing and encouraging the use of Shari'ah-compliant export credit and investment insurance as credit and political risk mitigation instruments. The authorised capital of ICIEC is ID150 million (U.S.\$231.6

million). As of end-1429H, the subscribed capital of ICIEC stood at ID148.24 million (U.S.\$228.9 million). IDB has subscribed ID100 million (U.S.\$154.4 million), while thirty-seven Member Countries have subscribed ID48.24 million (U.S.\$74.5 million).

Islamic Solidarity Fund for Development

The ISFD is an outcome of the Third Extraordinary Summit of the OIC, held in Makkah Al-Mukarramah, Saudi Arabia, in Dhul Qadah 1426H (December 2005). The establishment of this Fund was formalised at the 31st Annual Meeting of IDB Board of Governors held in Kuwait in May 2006 and was launched as a Waqf on the date of the 32nd Annual Meeting of the IDB Board of Governors held in Dakar, Senegal, in May 2007. The Fund's targeted capital is U.S.\$10 billion. The Fund has been established within IDB on the basis of voluntary contributions by all Member Countries, irrespective of their development status. The purpose of the Fund is to help to alleviate poverty, enhance development, eliminate illiteracy and eradicate disease and epidemics in the OIC member states. ISFD formally began its operations on 1 Muharram 1429H (10 January 2008).

IDB Infrastructure Fund

The IIF was established in 1422H (2001) as the first private equity investment fund to focus on infrastructure development in Member Countries. The Manager of the IIF is Emerging Markets Partnership ("EMP"), Bahrain, a subsidiary of EMP Global. The strategic objectives of the IIF are to seek long-term capital appreciation by making equity and equity related investments in infrastructure projects and infrastructure related industries in the Member Countries and to promote the use of Islamic finance for such projects. IDB has a 13.7 per cent. investment in the IIF, and holds a 51 per cent. stake in the Policy Management Company of the IIF. As at the end of 1429H (December 2008), the IIF had committed a total amount of U.S.\$730.5 million to 20 projects in 12 Member Countries. The IIF's investment has targeted primarily the power, petrochemical, telecom, transport and mining sectors, which together attracted about 95 per cent. of the IIF's commitments, while the remaining 5 per cent. has been allocated to oil and gas sector. Since closing of the IIF in December 2001 until May 2009, it has divested a portion of the portfolio with a cost value of U.S.\$173.2 million out of the total investment portfolio of U.S.\$594.1 million. During this period the IIF has earned a net income of U.S.\$451.6 million on account of dividends and capital gains.

The World Waqf Foundation

The WWF was established by IDB in 1422H (2001) in collaboration with Waqf organisations, governmental organisations, non-governmental organisations and philanthropists from the private sector. The objectives of the WWF are to promote Awqaf to contribute to the cultural, social and economic development of Member Countries and Muslim communities, and to alleviate poverty, as well as extending technical assistance to Waqf organisations with expertise and coordination, and support their projects, programmes and activities in the educational, health, social, and cultural fields.

The Awqaf Properties Investment Fund

The APIF was established on 10 Dhul Qadah 1421H (4 February 2001) and began operations on 1 Rajab 1422H (19 September 2001). It aims to develop and invest in Awqaf (endowments) real estate properties that are socially, economically and financially viable. In addition to its own capital resources of U.S.\$59.5 million, APIF has access to a U.S.\$100 million IDB line of financing and a technical assistance pool of U.S.\$250,000. During 1429H, APIF approved five operations totalling \$99 million. Cumulatively, it has approved 70 operations worth U.S.\$584 million, 70 per cent. of which were based on lease financing, 13 per cent. on profit-sharing, and 9 per cent. on equity financing. IDB has a 34% equity participation in APIF and acts as its Mudarib.

IDB Unit Investment Fund

The UIF was established in 1410H (1989). Its objective is to participate in the economic development of Member Countries through pooling the savings of institutional and individual investors and investing these savings in both the Member Countries and non-Member Countries. In order to consolidate private sector activities under a single entity within IDB Group, the resources and activities of the UIF were transferred to the ICD with effect from 1 Muharram 1429H (10 January 2008). Under the new arrangements, ICD now acts as a sub-Mudarib for the Fund, while IDB has remained the Mudarib. At the same time, it extends the facility of full redemption guarantee to the Fund.

In 1429H (2008), UIF financed 18 operations totalling U.S.\$150 million. Cumulatively, UIF has committed U.S.\$2,144 million for 225 operations since it began operations in 1412H (1989). The capital of the UIF has increased over this time from U.S.\$100 million to U.S.\$325 million. 20 institutional investors from 11 countries have subscribed to the UIF. UIF is listed on the Bahrain stock exchange.

The International Centre for Biosaline Agriculture

The ICBA, established in 1420H (1999), is a non-profit applied research and development centre mandated to work for agricultural development in arid and semi-arid areas affected by salinity. This specialised centre in Dubai carries out applied research for agricultural development in Member Countries facing water shortages, aridity, and harsh climatic conditions. Based in Dubai, the ICBA is financed and promoted by the IDB in cooperation with the Ministry of Agriculture and Fisheries and the UAE University.

Sacrificial Meat Utilisation (Adahi) Project of the Kingdom of Saudi Arabia

The IDB acts as an execution agency for the Government of the Kingdom of Saudi Arabia in implementing the Adahi Project. The project, which is managed by IDB, lies outside the normal range of operations. The Government of Saudi Arabia signed a memorandum of understanding with IDB on 29 Dhul Qadah 1409H (3 July 1989) to implement the project, which serves the Hajj pilgrims by performing sacrificial slaughter and related services on their behalf. The meat is distributed to the needy and the poor in Member Countries and to Muslim communities in non-Member Countries. The IDB has been involved in the Adahi Project since 1983.

Litigation

Historically, the IDB has not had any significant litigation or arbitration proceedings. It is currently involved in twelve claims which the management of IDB do not believe will have a material adverse financial impact upon the IDB and it is not aware of any pending or threatened litigation or arbitration.

Risk Management

The Audit Committee

The Audit Committee is the committee that reviews all financial issues and policies that are material to the financial position and the risk profile of IDB. The Audit Committee assists the Board of Executive Directors in carrying out its responsibilities and, in particular, participates in the development of timely corrective action in order to address issues identified by both the Board of Executive Directors and external auditors when they arise. The Audit Committee also participates in defining IDB's risk management framework in order to ensure that there are appropriate controls in respect of the IDB's financial transactions

The Group Risk Management Committee

The Group Risk Management Committee ("GRMC") considers, reviews, clears and recommends, as the case may be, various matters and issues related to the risk management and control function of the IDB Group. The GRMC is also responsible for reviewing the risk management policies, procedures and guidelines of IDB. Meetings of the GRMC are held monthly and are chaired by the Vice President (Finance).

The Risk Management Department

The Risk Management Department ("RMD") is independent from all business departments as well as other entities of the IDB and reports directly to the President of the IDB. The RMD is responsible for developing risk policies, guidelines and procedures and for identifying, measuring and monitoring of all types of risks inherent in the IDB's activities.

At the date of this Base Prospectus, the IDB has in place the following guidelines:

1. Guidelines for Country Risk Assessment;
2. Risk Management Guidelines for Project Finance;
3. Risk Management Guidelines for Corporate Finance & Guarantees;
4. Risk Management Guidelines for the Acceptance of Assignment of Receivables;
5. Guidelines for Placement of IDB Group Liquid Funds;
6. Risk-Based Capital Adequacy Framework;

7. Market Risk Guidelines; and
8. Best Business Practices and Customer Due Diligence Standards.

The RMD submits regular reports to the GRMC and the Audit Committee (along with recommendations) on risk related issues including adherence to policies, limits and guidelines.

Credit Risk

The IDB has in place comprehensive credit policies and guidelines as a part of its overall credit risk management framework. These policies are communicated within the IDB in order to try to maintain IDB's overall credit risk appetite and profile within the parameters set by the management. The credit policy formulation, credit limit setting, monitoring of credit exceptions, exposures and review and monitoring functions are performed independently by the RMD, which endeavours to ensure that business lines comply with risk parameters and prudential limits established by the Board of Executive Directors.

An important element of credit risk management is the establishment of exposure limits for single beneficiary or obligor and group of connected obligors. In this respect, IDB establishes limits based on the credit strength of the beneficiary or obligor. Moreover, credit limits in Member Countries regarding financing operations as well as placement of liquid funds are also in place.

The assets which expose the IDB to credit risk, principally consist of commodity placements, murabaha financing, istisna'a assets, instalment sale financing, loans and ijarah muntahia bittamleek, which are mainly covered by sovereign guarantees and commercial bank guarantees acceptable to the IDB, in accordance with specific eligibility criteria and credit risk assessments. The IDB's liquid fund investments portfolio is managed by the Treasury Department and comprises deals with reputable banks. The IDB benefits from preferred creditor status on sovereign financing, which gives it priority over other creditors in the event of default thus constituting a strong protection against credit losses.

The assessment of exposure is based on the use of internal rating systems for various potential counterparties eligible to enter into business relationship with IDB. While extending financing to its Member Countries the IDB attempts to safeguard its interests by obtaining guarantees for its financing operations and verifying that both the beneficiaries as well as the guarantors are able to meet their obligations to IDB. In addition to the above credit risk mitigation tools, the IDB has in place a counterparty assessment criteria and detailed structured exposure limits, which management of IDB considers is in line with the banking practices of leading international financial institutions.

The credit review process in IDB at the date of this Base Prospectus can be summarised as follows:

Operations/Loan financing

The credit granting process is based on in-depth due diligence starting from the business departments through to multiple special committees including the Technical Review Committee (technical feasibility), Operations Committees (detailed overall project review), the Vice President (Operation) and ultimately the President for approval (or submission to the Board of Executive Directors for approval if beyond the level of delegated authority). RMD conducts an independent risk review of proposed financing operations and communicates the outcome to the respective business department and committees.

Treasury Activities

The review process for treasury investments is based on in-depth due diligence starting from the treasury departments through multiple special committees including the Investment Review Committee, Asset Management Committee, and ultimately to the President for approval (or submission to the Board of Executive Directors for approval if beyond the level of delegated authority).

The limits for treasury activities and liquid fund placements are approved by the GRMC based on a detailed due diligence which covers risk assessment and ratings of the concerned banks and assignment of the relevant exposure limits which is undertaken by the RMD. As regards other treasury operations, they are required to be submitted every two weeks to the Asset Management Committee ("AMC") for approval. Adherence to all limits is monitored and controlled through both the AMC and GRMC.

Mark-up Risk

The IDB is exposed to mark-up risk on its investments in cash and cash equivalents, commodity placements, murabaha financing, istisna'a assets, ijarah assets, investments in sukuks and sukuk

liabilities. In respect of the financial assets, the IDB's returns are based on a benchmark and hence vary according to the market conditions. IDB generally uses LIBOR as a benchmark to determine the mark-up rate on its financing. The ultimate mark-up rate on the financing is worked out after adding a margin to the benchmark rate. In case of murabaha and istisna'a modes of financing, the mark-up rates are fixed at the time of disbursement. As such, the mark-up rate risk on both these modes of financing is relatively higher. However, IDB has since developed a Shari'ah compatible mark-up rate hedging mechanism which enables IDB to swap the floating rate into fixed rate or vice versa. In case of ijarah financing, however, IDB has the flexibility of charging a floating rate or a fixed rate for the entire tenor of the financing depending on the agreement reached with the beneficiary. In any case, the use of Shari'ah compatible hedging mechanism has resulted in better management of the mark-up rate risk on IDB's all modes of financing as well as other investments and resource mobilisation products.

Exchange Rate Risk

Most of the IDB's financing operations are ID-denominated, the same unit of account in which the IDB's resources, such as equity investments, are denominated. The IDB does not trade in currencies. Therefore, it is not exposed to currency trading risk. The investment portfolio is held in major currencies in line with the composition of the Islamic Dinars basket, namely US Dollar, Pound Sterling, Euro and Japanese Yen. The IDB has a conservative policy whereby the currency composition of the portfolio is monitored and adjusted regularly.

Market Risk

IDB has only a limited exposure to market risk. Nevertheless, the AMC meets every two weeks to discuss, among other things, potential market risk exposures of the IDB.

The IDB Group has no exposure to sub-prime or other distressed financial assets, nor does the IDB Group have any exposure to collateralised debt obligations, collateralised loan obligations or other equivalent asset backed products.

Liquidity Risk

The IDB adopts a conservative approach by maintaining high liquidity levels invested in cash, cash equivalents, commodity placements and Murabaha financing with short-term maturity of three to twelve months. A major feature of this liquidity management policy (unlike other MDBs) is to place IDB liquid funds with banks from Member Countries and that all placements are in conformity with Shari'ah.

For implementing such policy, the IDB has in place comprehensive guidelines for liquidity management which assigns (i) minimum ratings, (ii) country limits and (iii) single counterparty limit as follows:

- Maximum country limit of 15% of liquid fund placements
- Maximum counterparty limit of 5% for a single bank
- Rating:

85% of the funds invested or placed with banks/financial institutions from Member Countries should enjoy an investment grade rating. In the case of non-Member Countries, 75% of the total funds invested or placed with banks/financial institutions from non-member countries should have a minimum rating of "AA" with the remainder placed with banks with a minimum "A" rating.

As of the date of the Base Prospectus, more than 60% of the placements of liquid funds are with banks from Member Countries, with the remainder placed with banks from non-Member Countries (France, Japan, and the United Kingdom). At the same date, 90% of the liquid funds are placed with investment grade banks/financial institutions.

Equity Risk

Since the IDB does not actively trade equity investments, the IDB is not exposed to equity price risk but to capital impairment risk arising from such equity investments. However, for equity investments that are accounted for on an available for sale basis, the IDB is exposed to equity price risk.

Impairment of Financial Assets

Operational Assets

An assessment is made at each balance sheet date to determine whether there is evidence that a financial asset or group of financial assets may be impaired. Also, the losses that the IDB suffers as a result of rescheduling the dues from certain countries and from settlement plans mutually agreed with the beneficiaries due to its participation in the debt relief initiative for the Heavily Indebted Poor Countries (HIPC). The loss results from the difference between the carrying amount of the asset and the net present value of expected future cash flows discounted at the implicit rate of return of the financial asset mentioned in the agreement. The impairment provision is periodically adjusted based on a review of the prevailing circumstances. In addition, a portfolio provision is created for losses where there is objective evidence that unidentified losses are present in the portfolio at the balance sheet date. These are estimated based on country risk ratings, the current economic conditions and the default pattern that are embedded in the components of the portfolio. Adjustments to the provision are recorded as a charge or addition to income. In determining the adequacy of the provision, the IDB takes into account the net present value of expected future cash flows discounted at the financial instruments' implicit rate of return.

Other Financial Assets

An assessment is made at each financial position date to determine whether there is objective evidence that a financial asset or a group of financial assets may be impaired. The amount of the impairment losses for financial assets carried at amortised cost is calculated as the difference between the asset's carrying amount and its estimated fair value. The carrying amount of the financial asset is reduced through the use of an allowance account. When a financial asset is not considered recoverable, it is written-off against the allowance account. Subsequent recoveries of amounts previously written-off are credited to the statement of income.

Investments in Lease Participation Pools and Real Estate Funds

Investments in lease participation pools and real estate funds are recorded initially at cost and are revalued periodically based on the valuation reports received from the pool managers. Provision is created when the IDB identifies investments in specific lease participation pools as potentially impaired.

Principal Differences Between Accounting Principles of the Accounting and Auditing Organisation for Islamic Financial Institutions and International Financial Reporting Standards

Basis of preparation

The financial statements of the IDB are prepared in accordance with Article 8.2 of the Financial Regulations of the IDB and with the Financial Accounting Standards issued by the Accounting and Auditing Organization for Islamic Financial Institutions (“AAOIFI”) and the Shari’ah rules and principles as determined by the Shari’ah Committee of the IDB. For matters which are not covered by AAOIFI standards, the IDB uses the relevant standard issued or adopted by the International Accounting Standards Board (the “IASB”) and the relevant interpretation issued by the International Financial Reporting Interpretations Committee (the “IFRIC”) of the IASB. The financial statements are prepared under the historical cost convention as modified for the measurement at fair value of available-for-sale investments.

The principal accounting differences between the two standards in so far as they apply to recognition and measurement principles, as applicable to the IDB Financial Statements for the year ended 30 Dhul Hijjah 1429H (28 December 2008), are listed below.

Leasing transactions

With regard to their structure, IDB leases are recorded as operating leases, whereas they are considered as finance leases according to the definition used in IFRS.

Under AAOIFI, leased assets are presented at original cost less accumulated depreciation up to the date of financial position, and income is allocated proportionately to the financial periods of the lease term.

Under IFRS, the leased assets would be presented at an amount equal to the net investment in the lease, and income would be recognised based on a pattern reflecting a constant rate of return on the net investment in the lease.

In general terms, for the same transaction, more income would be recognised earlier on under IFRS than under AAOIFI though the cumulative income over the life of the transaction would be the same.

Effective interest rate

AAOIFI allows the deferral of profit on a deferred receivable over the life of the repayments. However, it does not specify whether this should be recognised in the income statement on a straight-line or an effective interest rate method (AAOIFI allows either method to be used). IDB uses the straight line method.

Under IFRS, on a deferred receivable, the deferred profit needs to be recognised on the effective interest rate method over the period of repayment.

As stated above, in general terms, for the same financial contract, more income would be recognised earlier on under IFRS than under AAOIFI, though the cumulative income over the life of the contract would be the same.

Impairment of Islamic Financial Contracts - undiscounting

IDB estimates specific impairment of Islamic financial contracts, as per the requirements of IFRS, by means of discounting future cash flows using the implied profit rate built into the Islamic financial contract. However, the ‘un-discounting’ of the deferred profit element (notional interest) is netted off against the provision rather than being shown as income. The treatment, in compliance with IFRS, would be to release the un-discounting through revenue. Overall there is no impact on the net profit reported due to this difference.

The principal differences enumerated above have been compiled as of May 2009 and do not take into account the various proposed amendments, discussion papers, exposure drafts, interpretations and revised standards issued by the IASB and IFRIC but not effective as of the above date. Any such change may have an impact on the above.

General Description of the Portfolio

The Portfolio which is the subject of the Trust constituted for each Series of Trust Certificates shall be a separate and independent portfolio of assets created by IDB and comprising of:

- (a) at least fifty-one per cent. tangible assets comprising of *ijara* contracts (together with the underlying assets other than voting rights), Shares and/or Sukuk; and
- (b) no more than forty nine per cent. intangible assets comprising of *istisna'a* receivables and/or *murabaha* receivables,

including, without limitation, the right to receive payment of any amounts due in connection with such assets, the right to demand, sue for, recover, receive and give receipts for all amounts payable, or to become payable, under the assets and/or agreements relating to the assets and the benefit of, and the right to sue on, all covenants in favour of IDB and the right to exercise all powers of IDB thereunder, the constituent elements of which may be supplemented from time to time with Additional Portfolio Assets.

The *ijara* assets comprise contracts where IDB as lessor has leased property to a lessee in respect of which regular payments are due from the lessee, as well as the underlying asset(s) that are the subject of such lease. The *murabaha* receivables comprise receivables under sale contracts whereby IDB has sold assets to an obligor for a purchase price which is determined on a cost plus a predetermined profit basis and such purchase price is payable in instalments. The *istisna'a* receivables comprise receivables under contracts of progress payment facilities where the price is paid by IDB (as financier) to a supplier in accordance with the progress of a project being undertaken or goods being manufactured and where such project or goods are then sold by IDB to a buyer who pays the purchase price in instalments. Any Shares and Sukuk will be investments held directly by IDB prior to their sale to the Trustee.

The Portfolio in respect of each Series of Trust Certificates will be originated by IDB and represent (in the case of any underlying assets other than Shares or Sukuk) obligations of lessees and obligors in jurisdictions that are Member Countries of IDB. IDB will represent in the Master Purchase Agreement that the Portfolio transferred to the Trustee in respect of each series of Trust Certificates will be *Sharia'h* compliant assets.

An outline summary of the Portfolio which will be purchased by IDB on the Issue Date of the relevant Series of Trust Certificates will be set out in the relevant Final Terms. The composition of the Portfolio may change over the life of each Series of Trust Certificates as the Trustee may utilise principal collections from the relevant Portfolio to purchase rights in additional *ijara* contracts (and the relevant underlying assets other than voting rights), invest in *murabaha* receivables and *istisna'a* receivables or to purchase further Shares and/or Sukuk (which will then form part of the Portfolio of that relevant Series) in accordance with the terms of the Programme Documents.

IDB has given an undertaking to the Trustee that it will sell additional *ijara* contracts and the relevant underlying assets, other than voting rights, Shares and Sukuk to the Trustee so as to ensure that the proportion of the Portfolio of each Series of Trust Certificates represented by rights in *ijara* contracts (and the relevant underlying assets other than voting rights), Shares and/or Sukuk does not fall below 51 per cent. IDB's obligation to sell such additional assets is subject to IDB having such assets available on its balance sheet to sell to the Trustee. A failure by IDB to comply with any of its obligations expressed to be assumed by it in the Programme Documents constitutes a Dissolution Event.

No investigation or enquiry will or has been made and no due diligence will or has been conducted by or on behalf of the Dealers, the Trustee or the Delegate in respect of any Portfolio or their transferability under relevant local law. Reference should be made to the paragraphs under "Risk factors relating to the Portfolio" in the Section entitled "Risk Factors" below.

Summary of the Principal Programme Documents

The following is a summary of certain provisions of the principal Programme Documents and is qualified in its entirety by reference to the detailed provisions of the principal Programme Documents. Copies of the Programme Documents will be available for inspection at the offices of the Principal Paying Agent (as defined in the Conditions).

The Master Trust Deed, as supplemented by each Supplemental Trust Deed

The Master Trust Deed is entered into on the Programme Date between IDB, the Trustee and the Delegate and is governed by English law. The Supplemental Trust Deed is entered into on the date of the issue of the relevant Series of Trust Certificates between the same parties to the Master Trust Deed and is also governed by English law.

Upon issue of the Global Trust Certificate initially representing the Trust Certificates of any Series, the Master Trust Deed and the relevant Supplemental Trust Deed together constitute the Trust declared by the Trustee in relation to such Series.

The Trust Assets in respect of each Series of Trust Certificates comprise (unless otherwise specified in the relevant Supplemental Trust Deed), *inter alia*, the Trustee's rights, title, interest and benefit in the Initial Trust Property and the Portfolio, the Trustee's rights, title, interest and benefit, present and future, in, to and under the Programme Documents and Transaction Documents to which it is a party (excluding any representations given to the Trustee by IDB pursuant to any of the Programme Documents or Transaction Documents), as well as cash and certain eligible investments all as more fully set out in the Master Trust Deed and the relevant Supplemental Trust Deed.

The Master Trust Deed specifies that, on or after the relevant Dissolution Date of a Series of Trust Certificates, the rights of recourse in respect of Trust Certificates shall be limited to the amounts from time to time available and comprising the relevant Trust Assets of that Series, subject to the priority of payments set out in the Master Trust Deed, the relevant Supplemental Trust Deed, the relevant Trust Certificates and the Conditions. Each of IDB, the Delegate and the Certificateholders have no claim or recourse against the Trustee in respect of any amount which is or remains unsatisfied and any unsatisfied amounts will be extinguished.

Pursuant to the Master Trust Deed, the Trustee shall, *inter alia*:

- (a) hold the Trust Assets on trust absolutely for the Certificateholders as beneficiaries *pro rata* according to the face amount of Trust Certificates held by each Certificateholder;
- (b) act as trustee in respect of such Trust Assets, distribute the income from such Trust Assets and perform its duties in accordance with the provisions of the Master Trust Deed and, if applicable, the terms of the relevant Supplemental Trust Deed;
- (c) enforce the Trust Assets including, insofar as it is able, all reasonably necessary steps to enforce each of the Liquidity Facility, the Purchase Undertaking Deed and the relevant Repurchase Agreement, the Additional Portfolio Asset Sale Undertaking Deed and Additional Portfolio Asset Sale Agreement if IDB shall have at any time failed to perform its obligations under it;
- (d) collect and invest the proceeds of the Trust Assets in accordance with the terms of the Master Trust Deed and, if applicable, the terms of the relevant Supplemental Trust Deed;
- (e) distribute the proceeds of any enforcement of the Trust Assets, as described in the Master Trust Deed and in the Wakala Agreement (see the Section entitled *Summary of the Principal Programme Documents - Wakala Agreement*);
- (f) maintain proper books of account in respect of the relevant Trust and prepare reports in respect of the relevant Trust for the Certificateholders of the corresponding Series of Trust Certificates, IDB, the Wakeel and the Delegate as more particularly set out herein; and

take such other steps as are reasonably necessary to ensure that the Certificateholders of each Series receive the distributions to be made to them in accordance with the order of priority detailed in the Master Trust Deed (subject to the relevant Supplemental Trust Deed, the relevant Trust Certificates and the Conditions) and in the Wakala Agreement.

In the Master Trust Deed, the Trustee will unconditionally and irrevocably appoint the Delegate to be its attorney and to exercise certain future duties, powers, authorities and discretions vested in the Trustee by certain provisions in the Master Trust Deed, as supplemented by the Supplemental Trust Deed.

In the Master Trust Deed, the Delegate will undertake that, *inter alia*:

- (a) it may or shall (subject to being indemnified and/or prefunded to its satisfaction) upon being directed to do so by the Certificateholders pursuant to the Trust Deed (i) require the IDB to perform its obligations under the Purchase Undertaking Deed and the Additional Portfolio Asset Sale Undertaking Deed and (ii) make a demand under the Liquidity Facility; and
- (b) following the occurrence of a Dissolution Event in respect of any Series and subject to Condition 14 (*Dissolution Events*), it shall (subject to being indemnified and/or secured to its satisfaction) take all such steps as are necessary to enforce the obligations of IDB under the Purchase Undertaking Deed, the relevant Repurchase Agreement and any other Programme Document and Transaction Document to which IDB is a party.

In the Master Trust Deed the Trustee also undertakes that, *inter alia*:

- (a) it may or shall upon being directed to do so by the Delegate enforce the obligations of IDB under the Master Trust Deed, the Purchase Undertaking Deed and any other Programme Document or Transaction Document to which IDB is a party;
- (b) to the extent that it prepares accounts, it shall cause to be prepared and certified by the Auditors (as defined in the Master Trust Deed) in respect of each financial accounting period accounts in such form as will comply with all relevant legal and accounting requirements and all requirements for the time being of the Stock Exchange (as defined in the Master Trust Deed);
- (c) it shall procure that the Principal Paying Agent makes available for inspection by Certificateholders at its specified office copies of the Master Trust Deed and relevant Supplemental Trust Deed, the Agency Agreement and the other relevant Programme Documents and Transaction Documents, the then latest audited balance sheets and profit and loss accounts of itself (if any) and IDB and any Final Terms and Servicing Reports and/or Repurchase Reports relating to Trust Certificates admitted to listing, trading and/or quotation on any listing authority, stock exchange or quotation system;
- (d) following the occurrence of a Dissolution Event in respect of any Series of Trust Certificates and subject to Condition 14 (*Dissolution Events*), it shall (i) promptly notify the Delegate of the occurrence of such Dissolution Event, and (ii) take all such steps as are necessary to enforce the obligations of IDB under the Purchase Undertaking Deed, the relevant Repurchase Agreement and any other Programme Document or Transaction Document to which IDB is a party; and
- (e) it (failing whom, IDB) shall promptly notify the Delegate of any Liquidity Shortfall (as defined in the Master Trust Deed) in respect of any Series of Trust Certificates.

The Trustee acknowledges in the Master Trust Deed that the Delegate may in accordance with the terms of the Master Trust Deed convene meetings or obtain directions and instructions from Certificateholders.

The Delegate may (without the consent or sanction of the Certificateholders), agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the Conditions or any of the provisions of the Master Trust Deed, any other Programme Document or any Transaction Document or allow for any Dissolution Event not to be treated as such, if in the opinion of the Delegate, any such case is not materially prejudicial to the interests of the Certificateholders or it may agree to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest or proven error.

Liquidity Facility

The Master Trust Deed also provides for the provision of the Liquidity Facility by IDB for the Trustee (or as the Delegate may direct) in order to ensure timely payment of amounts due under the relevant Series of Trust Certificates (including, without limitation, any additional amounts as may be required to be paid in respect of the relevant Series of Trust Certificates pursuant to Condition 12 (*Taxation*)), amounts due to the Delegate and expenses of the Trustee (other than amounts payable to IDB) on Periodic Distribution Dates.

The advances under this facility are to be made three Business Days prior to any Periodic Distribution Date, provided that the aggregate amounts advanced under the facility (and not repaid) do not exceed the sum of (i) accrued but unpaid Periodic Distribution Amounts in respect of the relevant Series of Trust Certificates (including any such additional amounts as aforesaid); (ii) the amounts payable to the Delegate in respect of the relevant Series, under the Master Trust Deed; and (iii) the expenses of the Trustee in respect of such Series (other than amounts payable to IDB). The

proceeds of any such advance may only be applied to pay any such amounts due under the Trust Certificates of the relevant Series or otherwise to pay any amounts due to the Delegate in respect of such Series or the expenses of the Trustee in respect of such Series other than amounts payable to IDB.

No advances shall accrue any interest.

To the extent that any advances are made in respect of the amounts payable to the Delegate or in respect of the Trustee's expenses, the requirement by the Trustee to repay such advances shall be offset against, *inter alia*, the corresponding obligation of IDB to indemnify the Trustee for such amounts. The remaining amounts advanced under the facility will not exceed the accrued but unpaid Periodic Distribution Amounts in respect of the relevant Series of Trust Certificates.

Indemnity

IDB has also undertaken to the Trustee and the Delegate in the Master Trust Deed that, if any amount payable by IDB to the Trustee pursuant to the Master Trust Deed, the Purchase Undertaking Deed or any other Programme Document or Transaction Document is not recoverable from IDB for any reason whatsoever (including, without limitation, by reason of any Trust Certificate, the Master Trust Deed, any Supplemental Trust Deed, any relevant Repurchase Agreement or any provision thereof being or becoming void, unenforceable or otherwise invalid under any applicable law or any transfer of the Portfolio being ineffective or unenforceable) or the Trustee or any Certificateholder suffers any costs, expenses or loss (which must be evidenced to IDB by the production of receipts) as a direct result of its holding in the Portfolio, which cost, expense or loss is not recoverable under the Master Purchase Agreement, the relevant Supplemental Purchase Agreement then, (notwithstanding that the same may have been known to the Trustee) IDB will, as a sole, original and independent obligor, forthwith upon demand by the Trustee or the Delegate, pay such sum by way of a full indemnity in the manner and currency as is provided for in such Trust Certificate or the Master Trust Deed, any Supplemental Trust Deed or other Programme Documents or Transaction Documents (as the case may be) and indemnify the Trustee or the Delegate against all losses, claims, costs, charges and expenses to which it may be subject or which it may incur under or in respect of the Trust Certificates, the Master Trust Deed, the relevant Supplemental Trust Deed, the relevant Repurchase Agreement or other Programme Documents or Transaction Documents.

The Master Purchase Agreement, as supplemented by each Supplemental Purchase Agreement

The Master Purchase Agreement between IDB and the Trustee, as supplemented and amended from time to time, and each Supplemental Purchase Agreement applicable to a Series of Trust Certificates, are, and will be, governed by English law.

Sale of Portfolio

On the Closing Date of the relevant Series, IDB agrees to sell to the Trustee the Portfolio identified in a schedule to the relevant Supplemental Purchase Agreement. To the extent that the transfer of the Portfolio (or any part thereof) is not effective in any jurisdiction for any reason, IDB has agreed to account for all amounts received by it in respect of the Portfolio (or any part thereof) to the Trustee.

Purchase Price

The purchase price payable for the Portfolio of any relevant Series of Trust Certificates will be determined by the Supplemental Purchase Agreement and will be an aggregate amount representing the Net Asset Value (as defined in the Master Purchase Agreement) of the Portfolio in respect of the relevant Series.

Records

All records in respect of the Portfolio sold to the Trustee will be retained by IDB.

Representations and Warranties

IDB will only provide very limited representations and warranties in respect of the Portfolio on the issue date of the relevant Series. These representations and warranties will be repeated on the date of each Settlement Date (as defined in the Master Purchase Agreement) and include, *inter alia*, representations that:

- (a) IDB has full power and authority to effect and has taken all necessary action to authorise the execution, delivery and performance by it of the Master Purchase Agreement and all other instruments and documents to be delivered by it under the Master Purchase Agreement and the transactions contemplated by Master Purchase Agreement;
- (b) the execution, delivery and performance by IDB of the Master Purchase Agreement and all other instruments and documents to be delivered by it pursuant to the Master Purchase Agreement and all transactions contemplated by the Master Purchase Agreement do not contravene (1) IDB's Articles of Agreement, (2) any law, rule or regulation applicable to IDB or the Portfolio, (3) any contractual restriction contained in any agreement, mortgage, bond, contract, undertaking or instrument binding on or affecting IDB or any of its properties or assets, or (4) any order, writ, judgment, award, injunction or decree binding on or affecting IDB or any of its assets and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its assets or undertaking;
- (c) all consents, authorisations, approvals, notices, licences, registrations or filings required for the due execution, delivery or performance by IDB of the Master Purchase Agreement or any other document to be delivered by IDB in connection with the Master Purchase Agreement or for the transactions contemplated by the Master Purchase Agreement have been obtained or effected and are in full force and effect;
- (d) all the information contained in the schedule to each Supplemental Purchase Agreement and in each Purchase Report delivered by IDB pursuant to the Master Purchase Agreement is true and accurate in all material respects;
- (e) the Portfolio and each Additional Portfolio Asset will at all times prior to its sale to the Trustee hereunder be owned by IDB free and clear of any Adverse Claim (as defined in the Master Purchase Agreement) and upon the payment by the Trustee of the Purchase Price on the relevant Settlement Date and on the relevant Closing Date, the Trustee will acquire full legal and beneficial title and ownership to and of the Portfolio and each Additional Portfolio Asset free and clear of any Adverse Claim;
- (f) each constituent asset comprised in the Portfolio to be transferred to the Trustee on the relevant Closing Date, and each Additional Portfolio Asset to be transferred to the Trustee on a Settlement Date, is an Eligible Portfolio Asset (as defined in the Master Purchase Agreement) as determined on the relevant Closing Date and, in the case of an Additional Portfolio Asset, the Settlement Date on which it is purchased; and
- (g) IDB has confirmed that any Portfolio to be transferred to the Trustee on the relevant Closing Date, and any Additional Portfolio Assets to be transferred to the Trustee on a Settlement Date, comply in all material respects with Sharia'h principles as laid down by the Fiqh Academy established by the Organisation of the Islamic Conference.

A breach of the representations and warranties contained in the Master Purchase Agreement by IDB will result in IDB being required to repurchase any underlying assets in the Portfolio which do not comply with such representations and warranties and IDB providing the Trustee with (i) cash and/or (ii) the transfer of substitute underlying assets having a Net Asset Value (as defined in the Master Purchase Agreement) of not less than that of such ineligible assets.

Undertakings of IDB

IDB provides only very limited undertakings in the Master Purchase Agreement.

Share Ancillary Rights

The Trustee has undertaken in the Master Purchase Agreement to delegate to IDB as Wakeel the exercise of any and all Share Ancillary Rights (defined as any and all rights attaching to the Shares other than the right to receive payments of dividends, including pre-emption rights, rights to participate in capital increases, consolidations and rights issues, as well as voting rights) in respect of Shares purchased by the Trustee on the relevant Closing Date or the relevant Settlement Date, as the case may be.

Additional Portfolio Assets Sale Undertaking Deed

The Additional Portfolio Assets Sale Undertaking Deed is executed by IDB in favour of the Trustee on or about the Programme Date and is governed by English law.

Pursuant to the Additional Portfolio Assets Sale Undertaking Deed dated on or about 28 July 2009, the Trustee has been granted the right to require IDB to sell, in certain circumstances (as detailed below), to the Trustee on the relevant Settlement Date (as specified in the Additional Portfolio Assets Exercise Notice scheduled to the Additional Portfolio Assets Sale Undertaking Deed), at the relevant Purchase Price, the relevant Additional Portfolio Assets (as specified in the relevant Additional Portfolio Assets Exercise Notice).

The Purchase Price payable for the relevant Additional Portfolio Assets will be specified in the Additional Portfolio Assets Sale Agreement (scheduled to the Additional Portfolio Assets Sale Undertaking Deed) and will be an aggregate amount no greater than the relevant Revenue Generating Assets Make-Whole Amount (as defined in the Wakala Agreement) in respect of the relevant Series.

This right granted under the Additional Portfolio Assets Sale Undertaking Deed may only be exercised by the Trustee if, and only to the extent that, IDB has relevant Additional Portfolio Assets on its balance sheet and at its disposal for sale to the Trustee (as specified in the relevant Purchase Report) and if:

- (a) in respect of the relevant Series, on the relevant Report Date prior to the relevant Settlement Date:
 - (i) the Tangibility of the Portfolio, as identified in the Servicing Report, is less than 51%; or
 - (ii) there is a Revenue Generating Assets Shortfall as set out in the relevant Servicing Report, by delivering an Additional Portfolio Assets Exercise Notice to IDB specifying the Settlement Date and details of the Additional Portfolio Assets to be purchased; and
- (b) the Additional Portfolio Assets specified in the relevant Additional Portfolio Assets Exercise Notice comprise of:
 - (i) in the event that the relevant Additional Portfolio Assets Exercise Notice is delivered pursuant to (a)(i) above, the rights, title, interest and benefit of IDB in, to and under *ijara* contracts (together with the relevant underlying assets other than voting rights), Shares and/or Sukuk (as, and only to the extent, specified in the relevant Purchase Report) the aggregate Net Asset Value of such *ijara* contracts, Shares and/or Sukuk being no greater than the relevant Tangibility Make-Whole Amount (as defined in the Wakala Agreement); and
 - (ii) in the event that the relevant Additional Portfolio Assets Exercise Notice is delivered pursuant to (a)(ii) above, Additional Portfolio Assets (as, and only to the extent, specified in the relevant Purchase Report) the aggregate Net Asset Value of such Additional Portfolio Assets being no greater than the relevant Revenue Generating Assets Make-Whole Amount.

Following the exercise of this right, the Trustee will pay the relevant Purchase Price to the Trustee and the Trustee and IDB will enter into an Additional Portfolio Assets Sale Agreement to effect the sale of the relevant Additional Portfolio Assets.

Wakala Agreement

The Wakala Agreement is entered into on or about the Programme Date between IDB the Trustee and the Delegate and is governed by English law.

Appointment of IDB as Wakeel

The Trustee will appoint IDB to act as its agent and Wakeel to perform limited actions in order to collect and service the Portfolio applicable to each Series of Trust Certificates. In particular, IDB will prepare Servicing Reports (as defined below), hold records and apply collections in respect of the relevant Portfolio, and to carry out any incidental matters relating thereto.

Standard of Care

IDB has agreed to exercise the same level of skill, care and attention in exercising its powers and performing its duties as it would exercise in servicing its own assets. In particular IDB has agreed to (a) exercise at least the same standard of care in respect of the Portfolio of each Series of Trust Certificates as it exercises in respect of assets of a similar type and nature to any Portfolio of which it is and remains the legal and beneficial owner (apparent and real owner) and (b) in respect of the

Portfolio of each Series of Trust Certificates, act in accordance with its usual collection procedures at all times.

Delegation

IDB shall be entitled to delegate its obligations under the Wakala Agreement to any person approved by the Trustee provided that IDB shall remain primarily liable for the obligations incurred by it hereunder notwithstanding any such delegation.

Fees

IDB shall be entitled to receive a fee for acting as Wakeel which will comprise a fixed basic fee and an incentive fee calculated as the remaining amounts available from the application of profit collections as more particularly described in “**Application of Collections**” below.

Application of Collections

For the period between each Calculation Date (each a “**Collection Period**”), IDB will collect all amounts due in respect of the Portfolio of the relevant Series of Trust Certificates and identify such collections in a report (the “**Servicing Report**”). All collections in the nature of principal (the “**Principal Collections**”) will be deposited in a principal ledger account with IDB. All collections in the nature of profit (the “**Profit Collections**”) will be deposited in a profit ledger account with IDB. The Servicing Report will identify the amount of principal and profit collections. Subject to the terms of the Transaction Documents IDB will be entitled to deal with any monies standing to the credit of the principal account or the profit account as if they were part of its own funds.

The Servicing Report will specify the amount by which the Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series and is less than the Net Asset Value (as defined in the Master Purchase Agreement) of the Portfolio corresponding to such Series (the “**Revenue Generating Assets Shortfall**”) and the total amount of Principal Collections to be applied to the acquisition of Additional Portfolio Assets in order to address any Revenue Generating Assets Shortfall (the “**Revenue Generating Assets Make-Whole Amount**”).

In respect of each Series of Trust Certificates and unless otherwise specified in the relevant Final Terms, on each Settlement Date, if (i) there is a Revenue Generating Assets Shortfall, IDB (as Wakeel) will apply the Revenue Generating Assets Make-Whole Amount to pay the purchase price of any Additional Portfolio Assets purchased in accordance with the terms of the Additional Portfolio Assets Sale Undertaking, and (ii) if the Tangibility of the relevant Portfolio is less than 51%, IDB (as Wakeel) will apply the Tangibility Make-Whole Amount to pay the purchase price of any Additional Portfolio Assets purchased in accordance with the terms of the Additional Portfolio Assets Sale Undertaking.

In the event that IDB does not have sufficient Additional Portfolio Assets on its balance sheet and at its disposal for sale to the Trustee in accordance with the terms of the Additional Portfolio Assets Sale Undertaking to reduce the Revenue Generating Assets Shortfall or to ensure that the tangibility of the relevant Portfolio is no less than 51%, IDB (as Wakeel), if requested to do so by the Trustee, shall use any remaining Revenue Generating Assets Make-Whole Amount to acquire Shares and/or Sukuk in the open market in an amount required to reduce the Revenue Generating Assets Shortfall to zero.

In respect of each Series of Trust Certificates and unless otherwise specified in the relevant Final Terms, on each Settlement Date, IDB (as Wakeel) will apply the relevant Profit Collections received in the immediately preceding Calculation Period to pay the following amounts on behalf of the Trustee in accordance with the following order of priority:

- (a) first, to the Delegate in respect of all amounts owing to it under the Programme Documents and Transaction Documents in its capacity as Delegate and to any receiver, manager or administrative receiver or any other analogous officer appointed in respect of the Trust by the Delegate in accordance with the Trust Deed;
- (b) second, *pro rata*, to pay an amount equal to any other sums payable by the Trustee (other than to Certificateholders or as otherwise provided in items (c) and (d) (inclusive) below) including rating fees, listing fees, paying agent’s fees and corporate administrator fees together with any stamp, issue, registration, documentary and other fees, duties and taxes, including compensation and penalties, payable on or in connection with (i) the execution and delivery of the Master Trust Deed, the relevant Supplemental Trust Deed, the relevant Series of Trust Certificates and the Conditions (ii) the constitution and original issue of the relevant Series of Trust Certificates

and (iii) any action taken by or on behalf of the Trustee or (where permitted by the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions) any Certificateholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, the Master Trust Deed, the relevant Supplemental Trust Deed, the Trust Certificates and the Conditions each of which such amounts shall have been properly incurred by the Trustee and to pay any remuneration agreed with the Trustee pursuant to such arrangements as IDB (as Wakeel), the Delegate and the Trustee shall separately agree;

- (c) third on any Settlement Date immediately preceding a Periodic Distribution Date, to pay to the Principal Paying Agent any Periodic Distribution Amounts due and payable on the immediately following Periodic Distribution Date;
- (d) fourth, to repay any advances made by IDB to the Trustee in respect of the facility provided to the Trustee pursuant to the Master Trust Deed until repaid in full; and
- (e) fifth, to pay the basic fee to the Wakeel for acting as Wakeel in relation to the Programme.

Notwithstanding the above, in respect of each Series of Trust Certificates and unless otherwise specified in the Final Terms applicable to the relevant Series, on the Dissolution Date IDB as Wakeel will apply (a) any Principal Collections (including any residual Revenue Generating Assets Make-Whole Amount) and (b) any Profit Collections in accordance with the priority of payments set out in the Master Trust Deed as reproduced in the Conditions.

Representations and Warranties

IDB shall make certain limited representations and warranties including, *inter alia*, as to due incorporation, power and authority, its constitution and composition, its liquidity and solvency and the validity of its obligations.

Termination of Appointment and IDB Events

Subject to finding a suitable replacement, IDB may resign as Wakeel, or be dismissed by the Trustee upon 30 days' notice to the other party provided that a successor has been duly appointed in its place.

IDB's appointment can also be terminated in certain other circumstances but in particular, IDB's appointment as Wakeel may be terminated without notice upon the occurrence of any of the following events (each an "**IDB Event**"). However, the occurrence of an IDB Event will also be a Dissolution Event allowing the Delegate, at its option to declare (or shall declare upon written request of Certificateholders representing not less than one fifth in principal amount of the relevant Series of Trust Certificates for the time being outstanding) the Trust Certificates of the relevant Series to be immediately due and payable. The IDB Events are as follows:

- (a) IDB fails to pay an amount under the Wakala Agreement, the Purchase Undertaking Deed, any Repurchase Agreement, any Sale Agreement or any other Transaction Document to which it is a party;
- (b) IDB fails to perform or observe any of its covenants and/or obligations or is in breach of any of its representations and warranties in each case under the Wakala Agreement or under any other Programme Document or Transaction Document to which it is a party in any material respect and such breach has a material adverse effect;
- (c) IDB repudiates any Programme Document or Transaction Document to which it is a party or does or causes to be done any act or thing evidencing an intention to repudiate any Programme Document or Transaction Document to which it is a party;
- (d) at any time it is or will become unlawful or contrary to its Articles of Agreement for IDB to perform or comply with any or all of its obligations under the Programme Documents or Transaction Document or any of the obligations of IDB under the Programme Documents or Transaction Document are not or cease to be legal, valid, binding and enforceable;
- (e) IDB temporarily suspends or temporarily terminates its operations or intends to temporarily suspend or temporarily terminate its operations;
- (f) there occurs any distribution of the assets of IDB contrary to its Articles of Agreement;
- (g) the Board of Governors of IDB passes a resolution to terminate the operations of IDB;
- (h) an order is made or an effective resolution passed for winding up IDB (unless the order is made for the purpose of a reorganisation, whilst solvent, of IDB); or

- (i) IDB ceases to carry on its business or a substantial part of its business or stops payment of any amounts due to its creditors generally or becomes unable to pay its debts as they fall due or otherwise becomes insolvent (unless it does so for the purpose of a reorganisation, the terms of which have been approved in writing by the Trustee and where IDB demonstrates to the satisfaction of the Trustee that it is solvent).

Purchase Undertaking Deed

The Purchase Undertaking Deed is executed by IDB in favour of the Trustee on or about the Programme Date and is governed by English law.

IDB will irrevocably undertake in favour of the Trustee and the Delegate to purchase all of the Trustee's rights, benefits and entitlements in and to the Portfolio for each Series on the relevant Maturity Date of the relevant Series or prior thereto following the occurrence of a Dissolution Event (in each case, if applicable).

The purchase price payable to the Trustee shall be equal to (a) the Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series, plus (b) the amount of any accrued but unpaid Periodic Distribution Amounts. Payments of the purchase price are required to be made in the Specified Currency of the relevant Series (a) in accordance with the instructions of IDB as Wakeel acting pursuant to the Wakala Agreement or (b) if no such instructions are received within a reasonable time, to the account specified by the Principal Paying Agent.

IDB will agree in the Purchase Undertaking Deed that all payments by it under the Purchase Undertaking Deed will be made without any deduction or withholding for or on account of tax unless required by law and without set-off or counterclaim and, in the event that there is any deduction, withholding, set off or counterclaim, IDB shall pay all additional amounts as will result in the receipt by the Trustee of such net amounts as would have been received by it if no withholding, deduction, set-off or counterclaim had been made.

The specific terms applicable to each such sale will be confirmed in a Repurchase Agreement, to be executed by the Trustee and IDB on the relevant Dissolution Date of the relevant Series of Trust Certificates. The form of each such Repurchase Agreement is appended to the Purchase Undertaking Deed.

Sale Undertaking Deed

The Sale Undertaking Deed is executed by the Trustee in favour of IDB on or about the Programme Date and is governed by English law.

Pursuant to the Sale Undertaking Deed, subject to the Trustee being entitled to redeem the Trust Certificates pursuant to Condition 11.2 (*Early Dissolution for Tax Reasons*) or, if specified in the applicable Final Terms, Condition 11.3 (*Dissolution at the Option of the Trustee*) being applicable to the relevant Series of Certificates, IDB may, by exercising its option under the Sale Undertaking Deed and serving notice on the Trustee specifying the relevant Dissolution Date, which must not be less than 30 nor more than 60 days after the date on which the notice is given and (if the Floating Periodic Distributions Amounts are specified as being in the Final Terms as being applicable) must also be a Periodic Distribution Date, oblige the Trustee to sell all the Trustee's rights, benefits and entitlements in and to the Portfolio to IDB on the relevant Dissolution Date.

The purchase price payable by IDB will be an amount equal to (a) the Aggregate Nominal Amount (as specified in the relevant Final Terms) of the relevant Series, plus (b) the amount of any accrued but unpaid Periodic Distribution Amounts. Payments of the purchase price are required to be made in the Specified Currency of the relevant Series (a) in accordance with the instructions of IDB as Wakeel acting pursuant to the Wakala Agreement or (b) if no such instructions are received within a reasonable time, to the account specified by the Principal Paying Agent.

IDB will agree in the Sale Undertaking Deed that all payments by it under the Sale Undertaking Deed will be made without any deduction or withholding for or on account of tax unless required by law and without set-off or counterclaim and, in the event that there is any deduction, withholding, set off or counterclaim, IDB shall pay all additional amounts as will result in the receipt by the Trustee of such net amounts as would have been received by it if no withholding, deduction, set-off or counterclaim had been made.

Representations of no Immunity

In each of the Programme Documents to which IDB and the Delegate are parties, IDB has represented and warranted that it has entered into each of such Programme Documents in connection with the exercise of its powers to raise money. Accordingly, IDB has, in each of those Programme Documents, acknowledged and agreed that it is not entitled to claim for itself or any of its assets immunity from legal process in actions taken in relation to any Programme Document and brought against IDB in a court of competent jurisdiction by the Trustee and/or the Delegate irrespective of the identity of the holders of beneficial interests in the Trust Certificates.

Taxation

THE FOLLOWING IS A GENERAL DESCRIPTION OF CERTAIN TAX CONSIDERATIONS RELATING TO THE TRUST CERTIFICATES. IT DOES NOT PURPORT TO BE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS RELATING TO THE TRUST CERTIFICATES. PROSPECTIVE PURCHASERS OF TRUST CERTIFICATES SHOULD CONSULT THEIR TAX ADVISERS AS TO THE CONSEQUENCES UNDER THE TAX LAWS OF THE COUNTRY OF WHICH THEY ARE RESIDENT FOR TAX PURPOSES OF ACQUIRING, HOLDING AND DISPOSING OF TRUST CERTIFICATES AND RECEIVING PAYMENTS OF PROFIT, PRINCIPAL AND/OR OTHER AMOUNTS UNDER THE TRUST CERTIFICATES. THIS SUMMARY IS BASED UPON THE LAW AS IN EFFECT ON THE DATE OF THIS BASE PROSPECTUS AND IS SUBJECT TO ANY CHANGE IN LAW THAT MAY TAKE EFFECT AFTER SUCH DATE.

EU SAVINGS DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of certain payments (which may include payments of Periodic Distribution Amounts) or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, including Jersey, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

On 13 November 2008 the European Commission published a proposal for amendments to the Directive, which included a number of suggested changes which, if implemented, would broaden the scope of the requirements described above. As a consequence, Jersey may introduce a law to implement these changes directly in Jersey. Investors who are in any doubt as to their position should consult their professional advisers.

JERSEY TAXATION

The following summary of the anticipated tax treatment in Jersey in relation to the payments on the Trust Certificates is based on the taxation law and practice in force at the date of this document, and does not constitute legal or tax advice and prospective investors should be aware that the relevant fiscal rules and practice and their interpretation may change. Prospective investors should consult their own professional advisers on the implications of subscribing for, buying, holding, selling, redeeming or disposing of Trust Certificates and the receipt of interest and distributions (whether or not on a winding-up) with respect to such Trust Certificates under the laws of the jurisdictions in which they may be liable to taxation.

Jersey

The Comptroller of Income Tax in Jersey has confirmed that the Trustee will not be subject to Jersey income tax in respect of foreign income and Jersey bank interest derived from the assets of the Trust, such that payments in respect of the Trust Certificates will not be subject to any taxation in Jersey (unless the Certificateholder is resident in Jersey) and no withholding in respect of taxation will be required on such payments to any holder of the Trust Certificates.

The Trustee had “exempt company” status within the meaning of Article 123A of the Income Tax (Jersey) Law, 1961, as amended, for the calendar year ended 31 December 2008.

The Income Tax (Amendment No. 28) (Jersey) Law (the “Law”) was registered by the Royal Court in June 2007 and is now in force. The Law provides that the general basic rate of income tax on the

profits of companies regarded as resident in Jersey or having a permanent establishment in Jersey, will be zero per cent. (“**zero tax rating**”) and that only a limited number of financial services companies which are regulated by the Jersey Financial Services Commission under the Financial Services (Jersey) Law 1998, shall be subject to income tax at a rate of 10 per cent. For so long as the Trustee holds a “zero tax rating”, payments in respect of the Trust Certificates will not be subject to any taxation in Jersey and no withholding in respect of Jersey taxation will be required on payments to any holder of the Trust Certificates.

Under current Jersey law, there are no capital gains, capital transfer, gift, wealth or inheritance taxes or any death or estate duties. No stamp duty is levied in Jersey on the issue or transfer of Trust Certificates. On the death of an individual sole certificate holder (whether or not such individual was resident in Jersey), duty at rates of up to 0.75 per cent. of the value of the relevant Trust Certificates may be payable on the registration of Jersey probate or letters of administration.

European Union Directive on the Taxation of Savings Income

Jersey is not part of the EU and is not subject to the EC Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”) (see section headed “EU Savings Directive” above for further information) or other EU fiscal legislation. However, in keeping with Jersey’s policy of constructive international engagement (and in line with steps taken by other relevant countries), Jersey has now entered into various agreements regarding the Savings Directive.

Jersey has introduced a system which permits, either:

1. the disclosure of information concerning details of payments of interest (or other similar payments), and the identity of an individual beneficial owner of the interest to the tax authority of the EU jurisdiction where the owner of the interest payment is resident; or
2. the imposition of a retention or withholding tax in respect of payments of interest (or other similar income) made to an individual beneficial owner resident in an EU member state by a paying agent situated in Jersey or an EU member state.

(The terms “beneficial owner” and “paying agent” are defined in the bilateral agreements, entered into between Jersey and each of the EU member states relating to the treatment of savings income.)

Where the Trustee has appointed a paying agent located outside Jersey, the Trustee is not required to make any disclosures or levy retention tax. However, the rules applicable in the jurisdiction where the paying agent is located will apply.

The retention tax system will apply for an initial transitional period during which tax would be retained from such payments, instead of communicating the details of such payments to the tax authorities of the EU member state in which the individual beneficial owner is resident (the transitional period is prior to the implementation of a system of automatic communication among all EU member states of information regarding interest payments).

The requirements in respect of information disclosure or retention tax will not apply to payments made to companies, partnerships or to most types of trusts, nor will they apply to individuals who are resident outside the EU.

Goods and Services Tax (“GST”)

Pursuant to the Goods and Services Tax (Jersey) Law 2007 (the “**2007 Law**”), tax at a rate which is currently 3% applies to the supply of retail goods and services unless the relevant supplier or recipient of such goods and services is registered as an “international services entity”.

The Trustee is an “international services entity” within the meaning of the 2007 Law, having satisfied the requirements of the Goods and Services Tax (International Services Entities) (Jersey) Regulations 2008, as amended (the “**ISE Regulations**”) and, as long as it continues to be such an entity, a supply of goods or of a service made by or to the Trustee shall not be a taxable supply for the purposes of the 2007 Law.

Subscription and Sale

Trust Certificates may be sold from time to time by the Trustee to any one or more of Deutsche Bank AG, London Branch, HSBC Bank plc, or to any dealer appointed by the Trustee (with the prior consent of IDB) for the purposes of a particular issue of Trust Certificates only (together, the “**Dealers**”). The arrangements under which Trust Certificates may from time to time be agreed to be sold by the Trustee to, and purchased by, Dealers are set out in an amended and restated dealer agreement dated 28 July 2009 (the “**Dealer Agreement**”) and made between the Trustee, IDB and the Dealers, as supplemented by a subscription agreement in relation to the relevant Series of Trust Certificates. Any such agreements together, will, *inter alia*, make provision for the form and terms and conditions of the relevant Trust Certificates, the price at which such Trust Certificates will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Trustee in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series of Trust Certificates.

United States

The Trust Certificates have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Each Dealer has represented, warranted and undertaken that it has offered and sold the Trust Certificates, and will offer and sell the Trust Certificates (i) as part of its distribution at any time, and (if) otherwise until 40 days after the later of the commencement of the offering and the Programme Date, only in accordance with Rule 903 of Regulation S under the Securities Act and, accordingly, that: neither it nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Trust Certificates; and it and its affiliates have complied and will comply with the offering restrictions required of Regulation S under the Securities Act.

Each Dealer has undertaken that, at or prior to confirmation of sale, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration which purchases Trust Certificates from it during the distribution compliance period a confirmation or notice in substantially the following form:

“The securities covered hereby have not been registered under the United States Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Programme Date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

In addition, until 40 days after the commencement of the offering, an offer or sale of Trust Certificates within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each Dealer has represented, warranted and undertaken to the Trustee and IDB that:

- (a) it has not promoted, offered or sold and will not promote, offer or sell any Trust Certificates in the United Kingdom or to persons in the United Kingdom, nor has it distributed nor will it distribute the Base Prospectus or any other marketing materials relating to the Programme or the Trust Certificates in the United Kingdom or to anyone in the United Kingdom, except that it may promote, offer and sell the Trust Certificates, and distribute such marketing materials in the following circumstances:
 - (A) (if effected by a person who is not an authorised person under the FSMA) where such promotions, offers or sales are made to, or marketing materials are addressed to, or directed at, only the following persons: (i) persons who are “**Investment Professionals**” as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Financial Promotion Order**”), (ii) persons falling within any

of the categories of persons described in paragraphs 2(a) to (d) of Article 49 (*High net worth companies, unincorporated associations etc*) of the Financial Promotion Order and (iii) any other persons to whom it may otherwise be communicated lawfully, and

- (B) (if effected by a person who is an authorised person under FSMA) where such promotions, offers or sales are made to, or marketing materials are addressed to, or directed at, only the following persons: (i) persons falling within one of the categories of “**Investment Professionals**” as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemption) Order 2001 (the “**Promotion of CISs Order**”), (ii) persons falling within any categories of persons described in paragraphs 2(a) to (d) of Article 22 (*High net worth companies, unincorporated associations etc*) of the Promotion of CISs Order and (iii) any other person to whom it may otherwise be communicated lawfully in accordance with the Promotion of CISs Order;
- (b) It has only communicated or caused to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of FSMA) received by it in connection with the issue or sale of any Trust Certificates in circumstances in which Sections 21(1) and 238(1) of FSMA do not apply; and
- (c) It has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Trust Certificates in, from or otherwise involving the United Kingdom.

The Kingdom of Saudi Arabia

Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a Saudi Investor) who acquires Trust Certificates pursuant to an offering should note that the offer of Trust Certificates is a limited offer under Article 11 of the “Offer of Securities Regulations” as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August 2008 (the “**KSA Regulations**”).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offer of the Trust Certificates will not be directed at more than 60 Saudi Investors (excluding “Sophisticated Investors” (as defined in Article 10 of the KSA Regulations)) and the minimum amount payable per Saudi Investor will be not less than Saudi Riyal (SR) 1 million or an equivalent amount. The offer of Trust Certificates shall not therefore constitute a “public offer” pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 17 of the KSA Regulations.

Any Saudi Investor who has acquired Trust Certificates pursuant to a limited offer may not offer or sell those Trust Certificates to any person unless the offer or sale is made through an authorised person appropriately licensed by the Saudi Arabian Capital Market Authority and: (a) the Trust Certificates are offered or sold to a Sophisticated Investor; (b) the price to be paid for the Trust Certificates in any one transaction is equal to or exceeds SR 1 million or an equivalent amount; or (c) the offer or sale is otherwise in compliance with Article 17 of the KSA Regulations.

Jersey

The Trust Certificates may not be:

- (a) offered to, sold to or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the ordinary course of business); and
- (b) transferred to a person resident for income tax purposes in Jersey (other than financial institutions in the ordinary course of business) unless the Registrar is satisfied that the beneficial owner thereof is not resident in Jersey for income tax purposes.

The Trust Certificates may only be issued or allotted exclusively to:

- (a) a person whose ordinary activities involve him in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of his business or who it is reasonable to expect will acquire, hold, arrange or dispose of investments (as principal or agent) for the purposes of his business; or

- (b) a person who has received and acknowledged a warning to the effect that (a) the Trust Certificates are only suitable for acquisition by a person who (i) has a significantly substantial asset base such as would enable him to sustain any loss that might be incurred as a result of acquiring the Trust Certificates; and (ii) is sufficiently financially sophisticated to be reasonably expected to know the risks involved in acquiring the Trust Certificates.

Neither the issue of the Trust Certificates nor the activities of any functionary with regard to the issue of the Trust Certificates are subject to all the provisions of the Financial Services (Jersey) Law 1998.

Each person who acquires Trust Certificates will be deemed, by such acquisition, to have represented that he or it is one of the foregoing persons.

Switzerland

This Base Prospectus does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations and the Trustee has not and will not register with the Swiss Federal Banking Commission (“SFBC”) as a foreign collective investment scheme. This Base Prospectus has therefore not been approved or disapproved by the SFBC. As a result, an investor in the Trust Certificates does not benefit from the specific investor protection and/or supervision by the SFBC afforded under the Federal Act on Collective Investment Schemes and its implementing ordinances. Any offer or sale must therefore be in strict compliance with Swiss law and in particular with the rules of the Federal Act on Collective Investment Schemes, its implementing ordinances and the circular 03/1 of the SFBC on public solicitation.

Accordingly, each Dealer has acknowledged and agreed that the Trust Certificates will not be offered, promoted, sold or distributed to the public in or from Switzerland, but only to qualified investors in accordance with the Federal Act on Collective Investment Schemes and its implementing ordinances.

This Base Prospectus is personal to each offeree and does not constitute an offer to any other person. The Base Prospectus may only be used by those persons to whom it has been handed out in connection with the offer described therein and may neither be copied or directly nor indirectly be distributed or made available to other persons without express consent of the Trustee.

Malaysia

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Trust Certificates may only be offered in Malaysia:

- (a) to corporations with total net assets exceeding MYR10,000,000 (ten million Malaysian Ringgit), or its foreign currency equivalent, based on the latest audited accounts; and
- (b) for purchase in the secondary market only.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Trust Certificates other than (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the SFO) and any rules made under the SFO; or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Trust Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to the Trust Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Singapore

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (SFA). Accordingly each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and that it will not offer or sell any Trust Certificates or cause such Trust Certificates to be made the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of the Trust Certificates, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor pursuant to Section 274 of the SFA, (b) to a relevant person, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (c) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

General

No action has been taken by the Trustee, IDB or any Dealer that would, or is intended to, permit a public offer of the Trust Certificates in any country or jurisdiction where any such action for that purpose is required. Accordingly, each Dealer has undertaken that it will not, directly or indirectly, offer or sell any Trust Certificates or distribute or publish any Base Prospectus, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Trust Certificates by it will be made on the same terms.

Each Dealer has agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Trust Certificates or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Trust Certificates under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Trustee, IDB, the Delegate and any other Dealer shall have any responsibility therefor.

None of the Trustee, IDB, the Delegate and any of the Dealers represents that Trust Certificates may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

With regard to each Series, the relevant Dealer will be required to comply with any additional restrictions agreed between the Trustee and the relevant Dealer and set out in the applicable Final Terms.

Glossary of Arabic Terms

Fiqh Academy means the institution established by the Organisation of the Islamic Conference to interpret and develop Islamic jurisprudence.

ijara contract means contracts where a lessor leases property to a lessee in respect of which regular payments are due from the lessee.

Istisna'a means a financing facility where the price is paid by the financiers to the contractor/supplier in accordance with the progress of the project being undertaken or goods being manufactured for selling the project/goods to the buyer. The payment by the buyer to the financier could be a lump sum or be paid over a period in various instalments (similar to a *murabaha*). The difference between this and a *murabaha* is that under a *murabaha* the goods already exist at the time of draw down whereas under an *istisna'a* the goods are manufactured and then sold to buyer. Therefore an *istisna'a* is a sale contract where the buyer generally starts paying the instalments even before the goods/project are transferred.

Mudarib means a person who agrees to manage an investment or a venture in return for a percentage of the profit.

Musharakah Mutanaqisah means a partnership whereby the shares of one partner are bought out by another partner over an agreed period of time.

Murabaha means a sale contract whereby the purchase price is determined on a cost plus a predetermined profit basis and such purchase price is payable either by instalments or through a single payment.

ijara muntahia bittamleek means an *ijara* contract with an option for the lessee to purchase the leased asset at the end of the term of the lease.

Waqf means an endowment fund.

General Information

Authorisation

1. The update of the Programme has been duly authorised by a resolution of the board of directors of the Trustee passed on 27 July 2009. The Trustee has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme and the issue of Trust Certificates pursuant thereto.
2. The granting of the Liquidity Facility by IDB together with the entering into each of the Programme Documents and any Transaction Documents to which it is a party has been duly authorised by a resolution of the Board of Executive Directors of IDB passed on 20 July 2009.

Clearing Systems

3. Trust Certificates issued under the Programme have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Trust Certificates of each Series will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Trust Certificates for clearance together with any further appropriate information.

No Significant Change

4. Since 30 Dhul Hijjah 1429H (29 December 2008) there has been no material adverse change in the prospects of the Trustee nor any significant change in the financial or trading position of the Trustee. Since 30 Dhul Hijjah 1429H (29 December 2008) there has been no material adverse change in the prospects of the IDB nor any significant change in the financial or trading position of the IDB.

Legal and Arbitration Proceedings

5. There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Trustee or the IDB is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Trustee or the IDB.

Auditors

6. The auditors of the Trustee are BDO Alto Limited, who have audited the Trustee's accounts in accordance with International Financial Reporting Standards. The Trustee will make its annual audited accounts available for inspection by Certificateholders at its registered office and at the office of the Principal Paying Agent as specified in paragraph 10 below. The Trustee has no subsidiaries.
7. Ernst & Young and Deloitte & Touche-Bakr Abulkhair & Co. and Associated Accounts, Member of BDO International have together audited IDB's accounts, without qualification, in accordance with Article 8.2 of the Financial Regulations of IDB and with the standards issued by the AAOIFI and with the relevant IAS for matters for which no AAOIFI standard exists, for each of the two financial years ended on 30 Dhul Hijjah 1428H (9 January 2008) and 30 Dhul Hijjah 1429H (29 December 2008).

Documents

8. For so long as any Trust Certificates issued under the Programme remain outstanding, copies of the following documents will be available for inspection and obtainable free of charge, during normal business hours on any weekday (excluding public holidays) from the specified office of the Principal Paying Agent at 8 Canada Square, London E14 5HQ, United Kingdom:
 - (a) the constitutional documents of each of the Trustee and IDB;
 - (b) the most recent publicly available audited annual financial statements of the Trustee (if any), beginning with such financial statements for the years ended 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (8 January 2008), and the respective auditors' report thereon;

- (c) the most recent publicly available audited annual financial statements of IDB, beginning with such financial statements for the years ended 30 Dhul Hijjah 1429H (28 December 2008) and 30 Dhul Hijjah 1428H (8 January 2008), and the respective auditors' reports thereon;
- (d) the most recent publicly available interim financial statements (if any) of the Trustee and IDB;
- (e) the following Programme Documents, Transaction Documents and other documents:
 - (i) the Purchase Agreement;
 - (ii) any Supplemental Purchase Agreement in relation to Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system;
 - (iii) the Wakala Agreement;
 - (iv) the Master Trust Deed;
 - (v) any Supplemental Trust Deed in relation to Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system;
 - (vi) the Dealer Agreement;
 - (vii) the Sale Undertaking Deed, which contains the form of Repurchase Agreement;
 - (viii) the Purchase Undertaking Deed, which contains the form of Repurchase Agreement;
 - (ix) the Additional Portfolio Assets Sale Undertaking Deed which contains the form of the Additional Portfolio Assets Sale Agreement;
 - (x) the Agency Agreement;
 - (xi) the Corporate Services Agreement;
 - (xii) each Purchase Report (Settlement Dates will be specified in the Final Terms applicable to the relevant series of Trust Certificates) in respect of the Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system; and
 - (xiii) each Servicing Report (Report Dates will be specified in the Final Terms applicable to the relevant Series of Trust Certificates) in respect of the Trust Certificates which are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system.

Copies of any Supplemental Purchase Agreement, any Supplemental Trust Deed, any Additional Portfolio Assets Sale Agreement, any Final Terms, any Purchase Report and any Servicing Report in respect of Trust Certificates which are not admitted to listing, trading and/or quotation on any competent authority, stock exchange or quotation system will only be available for inspection and obtainable free of charge by the relevant Certificateholders.

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THE LIQUIDITY FACILITY PROVIDER

The Islamic Development Bank
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Jeddah - 21432
Kingdom of Saudi Arabia

THE JOINT-ARRANGERS AND DEALERS

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United Kingdom

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

THE DELEGATE

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United Kingdom

THE PRINCIPAL PAYING AGENT AND THE CALCULATION AGENT

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THE REGISTRAR AND REPLACEMENT AGENT

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