

**EXECUTION VERSION**

## **SECOND SUPPLEMENTAL TRUST DEED**

**DATED 14 MAY 2024**

**OSB GROUP PLC**  
as Issuer

and

**CITICORP TRUSTEE COMPANY LIMITED**  
as Trustee

**further modifying and restating the Trust Deed dated 14 January 2022 relating to a  
£3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC**

**A&O SHEARMAN**

Allen Overy Shearman Sterling LLP

0127138-0000065 UKO2: 2008000087.7

**THIS SECOND SUPPLEMENTAL TRUST DEED** is made on 14 May 2024

**BETWEEN:**

- (1) **OSB GROUP PLC**, registered in the United Kingdom as company number 11976839 and having its registered office at OSB House Quayside, Chatham Maritime, Chatham ME4 4QZ, United Kingdom (the **Issuer**); and
- (2) **CITICORP TRUSTEE COMPANY LIMITED** (the **Trustee**, which expression includes, where the context admits, include such company and all other persons or companies for the time being the trustee or trustees of this Trust Deed).

**WHEREAS:**

- (A) This Second Supplemental Trust Deed is supplemental to:
  - (a) the Trust Deed dated 14 January 2022 (hereinafter called the **Principal Trust Deed**) made between the Issuer and the Trustee and relating to the £3,000,000,000 Euro Medium Term Note Programme (the **Programme**) established by the Issuer; and
  - (b) the first supplemental trust deed dated 5 April 2023 made between the Issuer and the Trustee (hereinafter called the **First Supplemental Trust Deed** and together with the Principal Trust Deed, the **Subsisting Trust Deeds**).
- (B) On 14 May 2024, the Issuer published an updated Base Prospectus (the **Prospectus**) relating to the Programme.
- (C) The Issuer and the Trustee are entering into this Second Supplemental Trust Deed to effect the further modifications to the Principal Trust Deed hereinafter contained in order to reflect the modifications and updates to the Programme as set out in the Prospectus.

**NOW THIS SECOND SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED** as follows:

1. Subject as hereinafter provided and unless there is something in the subject matter or context inconsistent therewith all words and expressions defined in the Subsisting Trust Deeds shall have the same meanings in this Second Supplemental Trust Deed.
2. Save:
  - (a) in relation to all Series of Notes the first Tranche of which was issued on or prior to the day last preceding the date of this Second Supplemental Trust Deed; and
  - (b) for the purpose (where necessary) of construing the provisions of this Second Supplemental Trust Deed,

with effect on and from the date of this Second Supplemental Trust Deed:

- (i) the Principal Trust Deed (as previously modified and restated) is further modified in such manner as would result in the Principal Trust Deed (as previously modified and restated) as further so modified being in the form set out in the Schedule hereto; and
- (ii) the provisions of the Principal Trust Deed (as previously modified and restated) insofar as the same still have effect shall cease to have effect and in lieu thereof the provisions of the

Principal Trust Deed (as previously modified and restated) as further so modified (and being in the form set out in the Schedule hereto) shall have effect.

3. For the avoidance of doubt, the Subsisting Trust Deeds (without the modifications made hereby) shall continue to have effect in relation to all Series of Notes the first Tranche of which was issued on or prior to the day last preceding the date of this Second Supplemental Trust Deed.
4. The Subsisting Trust Deeds and this Second Supplemental Trust Deed shall henceforth be read and construed as one document with this Second Supplemental Trust Deed.
5. A Memorandum of this Second Supplemental Trust Deed shall be endorsed by the Trustee on the Principal Trust Deed and by the Issuer on its duplicate thereof.
6. This Second Supplemental Trust Deed may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any of the parties to this Second Supplemental Trust Deed may enter into the same by executing and delivering a counterpart.
7. Clause 16 (*Governing Law and Jurisdiction*) of the Schedule hereto shall apply *mutatis mutandis* to this Second Supplemental Trust Deed.

**THE SCHEDULE  
FORM OF AMENDED AND RESTATED PRINCIPAL TRUST DEED**

**TRUST DEED**

**14 JANUARY 2022  
(AS AMENDED AND RESTATED ON 14 MAY 2024)**

**OSB GROUP PLC  
as Issuer**

**and**

**CITICORP TRUSTEE COMPANY LIMITED  
as Trustee**

**£3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC**

## CONTENTS

Clause	Page
1. Definitions and Interpretation .....	1
2. Amount and Issue of Notes .....	8
3. Covenant to pay .....	9
4. The Notes .....	11
5. Subordination .....	12
6. Covenant to Comply with this Trust Deed .....	13
7. Covenants by the Issuer .....	13
8. Waiver, Modifications and Substitution .....	17
9. Enforcement .....	19
10. Proof of Non-Payment .....	21
11. Application of Moneys .....	21
12. Terms of Appointment .....	23
13. Costs and Expenses .....	31
14. Appointment and Retirement .....	34
15. Notices .....	35
16. Governing Law and Jurisdiction .....	36
17. Severability .....	36
18. Contracts (Rights of Third Parties) Act 1999 .....	37
19. Counterparts .....	37
<b>Schedule</b>	
1. Terms and Conditions of the Notes .....	38
2. Forms of Temporary Global Note, Permanent Global Note, Definitive Note, Coupon and Talon .....	83
Part 1 Form of Temporary Global Note .....	83
Part 2 Form of Permanent Global Note .....	90
Part 3 Form of Definitive Note .....	97
Part 4 Form of Coupon .....	99
Part 5 Form of Talon .....	100
3. Forms of Global Certificate and Individual Certificate .....	101
Part 1 Form of Global Certificate .....	101
Part 2 Form of Individual Certificate .....	107
4. Provisions for Meetings of Noteholders .....	111
Signatories .....	124

**THIS TRUST DEED** is dated 14 January 2022 and amended and restated on 14 May 2024

**BETWEEN:**

- (1) **OSB GROUP PLC**, registered in the United Kingdom as company number 11976839 and having its registered office at OSB House Quayside, Chatham Maritime, Chatham ME4 4QZ, United Kingdom (the **Issuer**); and
- (2) **CITICORP TRUSTEE COMPANY LIMITED** (the **Trustee**, which expression includes, where the context admits, include such company and all other persons or companies for the time being the trustee or trustees of this Trust Deed).

**WHEREAS:**

- (A) The Issuer has established a £3,000,000,000 Euro Medium Term Note Programme (the **Programme**) for the issuance of notes from time to time.
- (B) The Notes (as defined below) will be constituted by this Trust Deed (as amended and restated or supplemented from time to time, the **Trust Deed**) between the Issuer and the Trustee. The holders of the Notes and of any coupons or talons for further coupons appertaining thereto shall have the benefit of all the provisions of this Trust Deed and of the Agency Agreement (as defined below) applicable to them.
- (C) The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

Now this Trust Deed Witnesses and it is hereby declared as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Trust Deed, unless the context requires or the same are otherwise defined, words and expressions defined in the Conditions shall have the same meaning in this Trust Deed. In the event of an inconsistency between this Trust Deed and the Conditions, this Trust Deed shall prevail. In addition:

**Agency Agreement** means the agency agreement dated 14 January 2022 (as amended and/or supplemented and/or restated from time to time) pursuant to which the Issuer has appointed the Principal Paying Agent, the Registrar, the other Paying Agents, Transfer Agents and the Calculation Agent in relation to all or any Series of the Notes and any other agreement for the time being in force appointing other or further Transfer Agents, Paying Agents or another Calculation Agent in relation to all or any Series of the Notes, or in connection with their duties, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee (in the case of Transfer Agents and Paying Agents) any of the aforesaid agreements;

**Agents** means the Principal Paying Agent, the Registrar, the Transfer Agent, the other Paying Agents and the Calculation Agent or any of them;

**Appointee** means any delegate, agent, nominee or custodian appointed pursuant to the provisions of this Trust Deed;

**Auditors** means the auditors for the time being of the Issuer or, if there shall be joint auditors of the Issuer, any one or more of such joint auditors;

**Authorised Person** means any person who is designated in writing by the Issuer from time to time to give Instructions to the Trustee under the terms of this Trust Deed;

**Authorised Signatory** means any Director of the Issuer, any Authorised Person or any other person or persons notified to the Trustee as being an Authorised Signatory under the terms of this Trust Deed;

**Bearer Note** means a Note issued in bearer form;

**Calculation Agent** means, in relation to all or any relevant Series of the Notes, Citibank, N.A., London Branch, or, if applicable, any Successor Calculation Agent in relation thereto which shall become such pursuant to the provisions of the Agency Agreement or such other calculation agent in relation thereto as may from time to time be appointed as such by the Issuer and (except in the case of the initial Calculation Agent in respect of any Series of the Notes) notice of whose appointment has been given to the relevant Noteholders in accordance with Condition 21 (*Notices*);

**Certificate** means, in relation to any Series, any Global Certificate or Individual Certificate and includes any replacement Certificate issued pursuant to Condition 16 (*Replacement of Notes and Coupons*);

**CGN Permanent Global Note** means a Permanent Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is not applicable;

**CGN Temporary Global Note** means a Temporary Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is not applicable;

**Clearstream, Luxembourg** means Clearstream Banking S.A., a limited liability company organised under Luxembourg law;

**Code** means the U.S. Internal Revenue Code of 1986, as amended;

**Common Safekeeper** means an ICSD in its capacity as common safekeeper or a person nominated by the ICSDs to perform the role of common safekeeper;

**Conditions** means:

- (a) in relation to the Bearer Notes of any Series, the terms and conditions to be endorsed on, or incorporated by reference in, the Bearer Notes of such Series, in the form set out in Schedule 1 (Terms and Conditions of the Notes) or in such other form, having regard to the terms of the Notes of the relevant Series, as may be agreed between the Issuer, the Principal Paying Agent, the Trustee and the Relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with this Trust Deed and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Bearer Notes of such Series accordingly;
- (b) in relation to the Registered Notes of any Series, the terms and conditions to be endorsed on, or incorporated by reference in, the Certificates in respect of such Series, in the form set out in Schedule 1 (Terms and Conditions of the Notes) or in such other form, having regard to the terms of the relevant Series, as may be agreed between the Issuer, the Registrar, the Trustee and the Relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the provisions of this Trust Deed and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Registered Notes of such Series accordingly;

**Contractual Currency** means, in relation to any payment obligation of any Note, the currency in which that payment obligation is expressed and, in relation to Clause 13.1 (Normal Remuneration),

pounds sterling or such other currency as may be agreed between the Issuer and the Trustee from time to time;

**Couponholder** means the holder of a Coupon (whether or not attached to the relevant Notes);

**Coupons** means any bearer interest coupons appertaining to the Bearer Notes of any Series or, as the context may require, a specific number thereof and includes any replacement Coupons issued pursuant to Condition 16 (*Replacement of Notes and Coupons*) and, where the context so permits, the Talons appertaining to the Bearer Notes of such Series;

**Dealers** means any person appointed as a Dealer by the Programme Agreement and any other person which the Issuer may appoint as a Dealer and notice of whose appointment has been given to the Principal Paying Agent and the Trustee by the Issuer in accordance with the provisions of the Programme Agreement but excluding any entity whose appointment has been terminated in accordance with the terms of the Programme Agreement and notice of whose termination has been given to the Principal Paying Agent and the Trustee by the Issuer in accordance with the provisions of the Programme Agreement and references to the **Relevant Dealer(s)** mean, in relation to any Note, the Dealer(s) with whom the Issuer has agreed the issue and purchase of such Note;

**Definitive Notes** means Bearer Notes in definitive form issued or, as the case may be, required to be issued by the Issuer in accordance with the provisions of the Programme Agreement or any other agreement between the Issuer and the Relevant Dealer(s), the Agency Agreement and this Trust Deed in exchange for a Permanent Global Note (as indicated in the relevant Final Terms), such Bearer Notes in definitive form being in the form or substantially in the form set out in Part 3 (Form of Definitive Note) of Schedule 2;

**Director** means any member of the board of directors of the Issuer from time to time;

**Euroclear** means Euroclear Bank SA/NV;

**Event of Default** means

- (a) in relation to any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) does not apply, any of the conditions, events or acts provided in Condition 14(A) (*Events of Default – Senior Notes (Unrestricted Default)*) to be events upon the happening of which such Senior Notes, would, subject only to notice by the Trustee as therein provided, become immediately due and repayable; and
- (b) in relation to:
  - (i) any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies; and
  - (ii) each Series of Tier 2 Capital Notes,  
  
any of the conditions, events or acts provided in Condition 14(B)(i) (*Events of Default – Tier 2 Capital Notes and Senior Notes*);

**Extraordinary Resolution** has the meaning set out in Schedule 4 (Provisions for Meetings of Noteholders);

**FATCA Withholding** means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA;

**Fixed Rate Note** means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or dates in each year and on redemption or on such other dates as may be agreed between the Issuer and the Relevant Dealer(s) (as indicated in the relevant Final Terms);

**Floating Rate Note** means a Note on which interest is calculated at a floating rate payable at intervals as may be agreed between the Issuer and the Relevant Dealer(s) (as indicated in the relevant Final Terms);

**Global Bearer Note** means a CGN Temporary Global Note, a CGN Permanent Global Note, a NGN Temporary Global Note or a NGN Permanent Global Note;

**Global Certificate** means, in relation to any Series, a global registered note certificate representing the Notes of such Series to be issued pursuant to Clause 4.2 (Global Certificates) of such Series in the form or substantially in the form set out in Part 1 (Form of Global Certificate) of Schedule 3;

**Individual Certificate** means, in relation to any Series, an individual registered note certificate representing a Noteholder's entire initial holding of Notes of such Series in the form or substantially in the form set out in Part 2 (Form of Individual Certificate) of Schedule 3;

**Instructions** means any written notices, directions or instructions received by the Trustee from an Authorised Person or from a person reasonably believed by the Trustee to be an Authorised Person;

**Liabilities** means, unless otherwise indicated, any loss, damage, cost, claim, demand, expense, fees, judgment, action, proceeding or other 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;

**Market** means the main market of the London Stock Exchange plc;

**Meeting** has the meaning set out in Schedule 4 (Provisions for Meetings of Noteholders);

**NGN Permanent Global Note** means a Permanent Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is applicable;

**NGN Temporary Global Note** means a Temporary Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is applicable;

**Noteholder** and (in relation to a Note) **Holder** means, in the case of a Bearer Note, the bearer of a Note or, in the case of a Registered Note, a person in whose name a Note is registered in the Register (or in the case of joint holders, the first named thereof) save that, for so long as the Notes of any Series are represented by a Global Bearer Note or Global Certificate, each person who has for the time being a particular principal amount of such Notes credited to their securities account in the records of Clearstream, Luxembourg or Euroclear shall be deemed to be the Noteholder in respect of the principal amount of such Notes for all purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, solely in the bearer, in the case of a Bearer Note, or registered holder, in the case of a Registered Note, of such Global Bearer Note or Global Certificate, as applicable, in accordance with and subject to the terms of this Trust Deed and such Global Bearer Note or Global Certificate;

**Notes** means the notes of each Series constituted in relation to or by this Trust Deed which shall, in the case of Bearer Notes, be in or substantially in the form set out in Schedule 2 and in the case of Registered Notes, be represented by a Certificate in or substantially in the form set out in Schedule 3 or, as the case may be, a specific number thereof and includes any replacement Notes of such Series issued pursuant to Condition 16 (*Replacement of Notes and Coupons*) and (except for the purposes of Clauses 4.1 (Global Bearer Notes), 4.2 (Global Certificates) and 4.5 (Signature)) each Global Bearer

Note or Global Certificate in respect of such Series for so long as it has not been exchanged in accordance with the terms thereof;

**outstanding** means, in relation to the Notes of any Series, all the Notes of such Series other than:

- (a) those which have been redeemed in full in accordance with this Trust Deed and the Conditions;
- (b) those in respect of which the date for redemption in accordance with the provisions of the Conditions has occurred and for which the redemption moneys (including premium (if any) and all interest accrued thereon to the date for such redemption) have been duly paid to the Trustee or the Principal Paying Agent in the manner provided for in the Agency Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 21 (*Notices*)) and remain available for payment in accordance with the Conditions;
- (c) those which have been purchased and surrendered for cancellation as provided in Condition 10 (*Redemption and Purchase*);
- (d) those which have become void or in respect of which claims have become prescribed under Condition 15 (*Prescription*); and
- (e) in the case of Bearer Notes only:
  - (i) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 16 (*Replacement of Notes and Coupons*);
  - (ii) (for the purpose only of ascertaining the aggregate principal amount of Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 16 (*Replacement of Notes and Coupons*); and
  - (iii) any Global Bearer Note (or Global Registered Certificate, as the case may be) to the extent that it shall have been exchanged for another Global Bearer Note (or Global Registered Certificate, as the case may be) in respect of the Notes of the relevant Series or for Definitive Bearer Notes (or Individual Registered Certificates, as the case may be) of the relevant Series, in each case pursuant to its provisions;

provided that for each of the following purposes, namely:

- (A) the right to attend, participate in and vote at any Meeting or to participate in any Written Resolution or Electronic Consent under Clause 20 (Written Resolution and Electronic Consent) of Schedule 4 (Provisions for Meetings of Noteholders);
- (B) the determination of how many and which Notes of any Series are for the time being outstanding for the purposes of Clause 8.1 (Waiver), Condition 14 (*Events of Default*), Condition 18 (*Meetings of Noteholders; Modification and Waiver; Substitution*) and Schedule 4 (Provisions for Meetings of Noteholders);
- (C) any discretion, power or authority, whether contained in this Trust Deed or provided by law, which the Trustee is required to exercise in or by reference to the interests of the Holders of the Notes of any Series or any of them; and

- (D) the determination by the Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders or any of them,

those Notes (if any) of the relevant Series which are for the time being held by any person (including but not limited to the Issuer or any Subsidiary of the Issuer) for the benefit of the Issuer or any Subsidiary of the Issuer shall (unless and until ceasing to be so held) be deemed not to remain outstanding.

For the purposes of this definition, in the case of each NGN and each Global Registered Certificate to be held under the NSS, the Trustee shall rely on the records of the ICSDs in relation to any determination of the principal amount outstanding on such NGN or Global Registered Certificate;

**Permanent Global Note** means, in relation to any Series, a Global Bearer Note to be issued pursuant to Clause 4.1 (Global Bearer Notes) in the form or substantially in the form set out in Part 2 (Form of Permanent Global Note) of Schedule 2;

**Potential Event of Default** means an event or circumstance which could, with the giving of notice, lapse of time, the issuing of a certificate and/or fulfilment of any other requirement provided for in Condition 14 (*Events of Default*), become an Event of Default;

**Programme Agreement** means the programme agreement dated 14 January 2022 (as amended and/or supplemented and/or restated from time to time) between the Issuer and the Dealers named therein in relation to the Programme;

**Programme Limit** means £3,000,000,000 (or its equivalent in other currencies);

**Registered Note** means a Note issued in registered form;

**Registrar** means in relation to the Registered Notes of any Series, Citibank, N.A., London Branch, initially appointed as registrar in relation to such Notes pursuant to the Agency Agreement and/or, if applicable, any Successor Registrar in relation to such Registered Notes;

repay includes **redeem** and vice versa and **repaid, repayable, repayment, redeemed, redeemable** and **redemption** shall be construed accordingly;

**Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes expressed to be consolidated and form a single series with the Notes of the original Tranche and the terms of which are identical (save for the Issue Date and/or the Interest Commencement Date but including as to whether or not the Notes are listed);

**Specified Office** means shall have the meaning given to such term in the Agency Agreement;

**Subsidiary** means, in relation to any other company, a company which is for the time being a subsidiary (within the meaning of Section 1159 of the Companies Act 2006 of the United Kingdom) of such other company;

**Successor** means, in relation to the Agents, such other or further person as may from time to time be appointed by the Issuer as an Agent with the written approval of, and on terms approved in writing by, the Trustee and notice of whose appointment is given to Noteholders pursuant to Clause 7(l);

**Talons** means a talon for further Coupons;

**Temporary Global Note** means, in relation to any Series, a Global Bearer Note to be issued pursuant to Clause 4.1 (Global Bearer Notes) in the form or substantially in the form set out in Part 1 (Form of Temporary Global Note) of Schedule 2;

**this Trust Deed** means this Trust Deed and the Schedules (as from time to time modified in accordance with the provisions contained herein) and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto;

**Trustee Acts** means both the Trustee Act 1925 and the Trustee Act 2000 of England and Wales; and

**Zero Coupon Note** means a Note on which no interest is payable.

## 1.2 Interpretation

In this Trust Deed:

(a) **Statutory modification**

Any references to a statute or to a provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;

(b) **Additional amounts**

Any references to principal and/or interest in respect of the Notes of any Series shall be deemed also to include any additional amounts, any redemption amounts, any premium which may be payable under the Conditions;

(c) **Relevant Currency**

Any references to the "relevant currency" shall be construed as references to the currency in which payments in respect of the Notes and/or Coupons of the relevant Series are to be made as indicated in the relevant Final Terms;

(d) **Tax**

Any references to costs, charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof;

(e) **Enforcement of rights**

Any references to an action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction other than England, references to such action, remedy or method of judicial proceedings for the enforcement of rights of creditors available or appropriate in such jurisdictions as shall most nearly approximate thereto;

(f) **Clauses and Schedules**

Any references to a Schedule or a Clause are, unless otherwise stated, to a schedule hereto or a clause hereof respectively;

(g) **Clearing systems**

Any references to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so admits, be deemed to include references to any additional or alternative clearing system approved by the Issuer and the Trustee;

(h) **Trust corporation**

Any references to a trust corporation denote a corporation entitled by rules made under the Public Trustee Act 1906 to act as a custodian trustee or entitled pursuant to any other legislation applicable to a trustee in any jurisdiction other than England to act as trustee and carry on trust business under the laws of the country of its incorporation;

(i) **Coupons**

In the case of any Notes which are Zero Coupon Notes or Registered Notes, references to Coupons and Couponholders in this Trust Deed are not applicable to such Notes;

(j) **Talons**

If Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons in this Trust Deed shall be deemed to include references to Talons with respect to such Notes;

(k) **Gender**

Words denoting the masculine gender shall include the feminine gender also, words denoting individuals shall include companies, corporations and partnerships, words importing the singular number shall include the plural and, in each case, vice versa; and

(l) **Records**

Any reference to the records of an ICSD shall be to the records that each of the ICSDs holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD).

### **1.3 Headings**

The headings and sub-headings are for ease of reference only and shall not affect the construction of this Trust Deed.

### **1.4 Schedules**

The schedules are part of this Trust Deed and shall have effect accordingly.

## **2. AMOUNT AND ISSUE OF NOTES**

### **2.1 Amount of the Notes**

The Notes will be issued in Series in an aggregate principal amount from time to time outstanding not exceeding the Programme Limit (subject to increase as provided in the Programme Agreement).

### **2.2 Prior to each Issue Date**

By not later than 10am (London time) on the business day in London (which for this purpose shall be a day (other than a Saturday or Sunday) on which commercial banks are open for business in London) preceding each proposed Issue Date, the Issuer shall:

- (a) deliver or cause to be delivered to the Trustee a draft of the relevant Final Terms and, if applicable following such delivery, notify the Trustee of any proposed changes to the draft Final Terms delivered to the Trustee; and

- (b) notify the Trustee in writing without delay of the Issue Date and the principal amount of the Notes of the relevant Tranche.

### **2.3 Constitution of Notes**

Upon the issue of the Temporary Global Note, in the case of Bearer Notes, or the Certificate or Certificates, in the case of Registered Notes, initially representing the Notes of any Tranche, such Notes shall become constituted by this Trust Deed without further formality.

## **3. COVENANT TO PAY**

### **3.1 Covenant to pay**

The Issuer covenants with the Trustee that it shall, as and when the Notes of any Series or any of them become due to be redeemed or any principal on the Notes of any Series or any of them becomes due to be repaid in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee in immediately available or same day, freely transferable funds in the Specified Currency the principal amount of the Notes of such Series or any of them becoming due for payment on that date and shall (subject to the provisions of the Conditions and except in the case of Zero Coupon Notes), until all such payments (both before and after judgment or other order of any court of competent jurisdiction) are duly made, unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid on the dates provided for in the Conditions interest on the principal amount (or such other amount as may be specified in the Final Terms) of the Notes or any of them of such Series outstanding from time to time as set out in the Conditions (subject to Clause 3.3 (Interest on Floating Rate Notes following Event of Default)) provided that:

- (a) every payment of principal or interest or other sum due in respect of such Notes or any of them made to the Principal Paying Agent, or as the case may be, the Registrar in the manner provided in the Agency Agreement shall satisfy, to the extent of such payment, the covenant by the Issuer contained in this Clause 3.1, except to the extent that there is default in the subsequent payment thereof to the relevant Noteholders or Couponholders (as the case may be) in accordance with the Conditions;
- (b) in the case of any payment of principal made to the Trustee or the Principal Paying Agent, as the case may be, after the due date or on or after declaration that the Notes have become due and repayable in accordance with Condition 14 (*Events of Default*), interest shall continue to accrue on the principal amount repayable in respect of the relevant Notes on the relevant due date at the rates and/or in the amounts aforesaid or, in the case of Zero Coupon Notes, shall accrue on such principal amount at the rate (if any) determined in accordance with the relevant Final Terms, up to and including the date (being not later than 30 days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue pursuant to this proviso up to and including that date, has been received by the Trustee or the Principal Paying Agent, as the case may be) which the Trustee determines to be the date on and after which payment is to be made in respect thereof as stated in a notice, given to the holders of such Notes in accordance with Condition 21 (*Notices*); and
- (c) in any case where payment of the whole or any part of the principal amount repayable in respect of any Note is improperly withheld or refused upon due presentation thereof (other than in circumstances contemplated by Clause 3.1(b)) interest shall accrue on the principal amount of such Note payment of which has been so withheld or refused at the rates and/or in the amounts aforesaid or, in the case of Zero Coupon Notes, at the rate (if any) determined in accordance with the relevant Final Terms, from the date of such withholding or refusal up to and including the date on which, upon further presentation of the relevant Note, payment of the full amount (including interest as aforesaid) in the Specified Currency is made or (if

earlier) the date on which notice is given to the relevant Noteholder (whether individually or in accordance with Condition 21 (*Notices*)) that the full amount (including interest as aforesaid) in the Specified Currency is available for payment, provided that, upon further presentation thereof being duly made, such payment is made.

The Trustee will hold the benefit of this covenant and the covenant in Clause 6 (Covenant to Comply with this Trust Deed) on trust for the Noteholders in accordance with their respective interests.

### **3.2 Following an Event of Default**

At any time after any Event of Default or Potential Event of Default shall have occurred or the Trustee shall have received any money which it proposes to pay under Clause 11.1 to the relevant Noteholders and/or Couponholders, the Trustee may:

- (a) by notice in writing to the Issuer, the Principal Paying Agent and the other Agents require the Principal Paying Agent and the other Agents or any of them:
  - (i) to act thereafter, until otherwise instructed by the Trustee, as Agents of the Trustee under the provisions of this Trust Deed on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Agents shall be limited to amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Notes on the terms of this Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Notes, Coupons and Certificates and all sums, documents and records held by them in respect of Notes, Coupons and Certificates on behalf of the Trustee; and/or
  - (ii) to deliver up all Notes, Coupons and Certificates and all sums, documents and records held by them in respect of Notes, Coupons and Certificates to the Trustee or as the Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any document or record which the relevant Agent is obliged not to release by any law or regulation; and
- (b) by notice in writing to the Issuer require it to make all subsequent payments in respect of Notes, Coupons and Certificates to or to the order of the Trustee and, with effect from the issue of any such notice until such notice is withdrawn, proviso 3.1(a) to Clause 3.1 (Covenant to pay) and (so far as it concerns payments by the Issuer) Clause 11.3 (Payment to Noteholders and Couponholders) shall cease to have effect.

### **3.3 Interest on Floating Rate Notes following Event of Default**

If Floating Rate Notes become immediately due and repayable under Condition 14 (*Events of Default*) the rate and/or amount of interest payable in respect of them will be calculated at the same intervals as if such Notes had not become due and repayable, the first of which will commence on the expiry of the Interest Period (as defined in the Conditions) during which the Notes become so due and repayable in accordance with Condition 14 (*Events of Default*) except that the rates of interest need not be published.

### **3.4 Further Notes**

The Issuer shall be at liberty from time to time (but subject always to the provisions of this Trust Deed and the Issuer obtaining any Supervisory Permission required) without the consent of the Noteholders or Couponholders to create and issue further securities either having the same terms and conditions as the Notes in all respects and ranking *pari passu* in all respects (or in all respects save for the first

payment of interest thereon), and so that the same shall be consolidated and form a single series, with the outstanding Notes of a particular Series or upon such terms as the Issuer may determine at the time of their issue.

### **3.5 Currency of payments**

All payments in respect of, under and in connection with this Trust Deed and the Notes to the relevant Noteholders and Couponholders shall be made in the relevant currency as required by the Conditions.

### **3.6 Separate Series**

The Notes of each Series shall form a separate Series of Notes and accordingly, unless for any purpose the Trustee in its absolute discretion shall otherwise determine, all the provisions of this Trust Deed shall apply *mutatis mutandis* separately and independently to the Notes of each Series and in such Clauses and Schedule the expressions **Notes, Noteholders, Coupons, Couponholders and Talons** shall be construed accordingly.

## **4. THE NOTES**

### **4.1 Global Bearer Notes**

- (a) The Bearer Notes of each Tranche will initially be represented by a Temporary Global Note. Each Temporary Global Note shall (save as may be specified in the relevant Final Terms) be exchangeable, in accordance with its terms, for interests in a Permanent Global Note.
- (b) Each Permanent Global Note shall be exchangeable, in accordance with its terms, for Definitive Notes.
- (c) All Global Bearer Notes shall be prepared, completed and delivered to a common depository for Clearstream, Luxembourg and Euroclear or, as the case may be, a Common Safekeeper in accordance with the Programme Agreement or to another depository in accordance with any other agreement between the Issuer and the Relevant Dealer(s) and, in each case, in accordance with the Agency Agreement. The relevant Final Terms shall be annexed to each Global Bearer Note.

### **4.2 Global Certificates**

- (a) The Registered Notes of each Tranche will initially be evidenced by one or more Global Certificates.
- (b) Interests in Global Certificates shall be exchangeable, in accordance with their terms, for Individual Certificates.
- (c) All Global Certificates shall be prepared, completed and delivered to a common depository for Clearstream, Luxembourg and Euroclear in accordance with the Programme Agreement or to another depository in accordance with any other agreement between the Issuer and the Relevant Dealer(s) and, in each case, in accordance with the Agency Agreement. The relevant Final Terms shall be annexed to each Global Certificate.

### **4.3 Definitive Notes**

Definitive Notes will be security printed in accordance with applicable legal and stock exchange requirements substantially in the form set out in Part 3 (Form of Definitive Note) of Schedule 2. Any Coupons and Talons will also be security printed in accordance with the same requirements and will be attached to the Definitive Notes at the time of issue. Definitive Notes will be endorsed with the Conditions.

#### **4.4 Individual Certificates**

Individual Certificates will be security printed in accordance with applicable legal and stock exchange requirements substantially in the form set out in Part 2 (Form of Individual Certificate) of Schedule 3. Individual Certificates will be endorsed with the Conditions.

#### **4.5 Signature**

The Global Bearer Notes, the Definitive Notes and the Certificates will be signed manually or in facsimile by one or more Authorised Signatories designated by the Issuer and will be authenticated manually or in facsimile by or on behalf of the Principal Paying Agent (in the case of Global Bearer Notes and Definitive Notes) or the Registrar (in the case of Certificates) or any agent on behalf of the Principal Paying Agent or the Registrar and, if applicable, will be effectuated manually by or on behalf of the Common Safekeeper. The Issuer may use the facsimile signature of one or more Authorised Signatories who at the date such signature was originally produced was such a duly Authorised Signatory even if at the time of issue of any Global Bearer Note, Definitive Note or Certificate they no longer holds that office. Global Bearer Notes, Definitive Notes and Certificates so executed and duly authenticated (and, if applicable, effectuated) will be binding and valid obligations of the Issuer.

#### **4.6 Entitlement to treat Holder as owner**

The Issuer, the Trustee and any Agent may deem and treat the Holder of any Note or Coupon as the absolute owner thereof, free of any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate Holder of such Note or Coupon (whether or not such Note or Coupon shall be overdue and notwithstanding any notation of ownership or other writing thereon or any notice of any trust or of previous loss or theft of such Note or Coupon) for all purposes save as otherwise herein provided in relation to any Global Bearer Note or Global Certificate and, except as ordered by a court of competent jurisdiction or as required by applicable law, the Issuer, the Trustee and the Agents shall not be affected by any notice to the contrary. All payments made to any such Holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the moneys payable upon the Notes.

The Issuer, the Trustee or any Agent may call for and, except in the case of manifest error, shall be at liberty to accept and place full reliance on, as sufficient evidence thereof, a certificate or letter of confirmation or print out of electronic records issued on behalf of Clearstream, Luxembourg, Euroclear (including Euroclear's EasyWay system or Clearstream, Luxembourg's Xact Web Portal) or any other relevant clearing system or any form of record made by any of them to the effect that, at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the holder of a particular principal amount of Notes represented by a Global Bearer Note or Global Registered Certificate as the case may be.

### **5. SUBORDINATION**

#### **5.1 Senior Notes**

The Senior Notes and any Coupons relating to such Senior Notes shall rank in accordance with Condition 3(A) (*Status – Senior Notes*).

#### **5.2 Tier 2 Capital Notes**

If a Winding-Up of the Issuer occurs, the rights and claims of the Holders and the Couponholders (and the Trustee on their behalf) against the Issuer in respect of, or arising under, each Tier 2 Capital Note (and the Coupons relating thereto, if any) shall be for the amounts provided in, and shall rank in accordance with, Condition 3(B) (*Status – Tier 2 Capital Notes*).

### **5.3 No set-off**

The provisions of this Clause 5.3 shall have effect in relation to (1) any Series of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*Status – No set-off*) applies and (2) each Series of Tier 2 Capital Notes.

Subject to applicable law, each Noteholder and each Couponholder will be deemed to have waived and have directed and authorised the Trustee on its behalf to have waived any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with any Notes, any related Coupons or this Trust Deed. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder by the Issuer in respect of, or arising under or in connection with any Notes or any related Coupons is discharged by set-off, such Holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer (as the case may be)) and accordingly any such discharge shall be deemed not to have taken place.

### **5.4 Trustee rights**

Nothing in this Clause 5 (Subordination) or in Clause 9 (Enforcement) or Condition 3 (*Status*) shall affect or prejudice the payment of the costs, charges, expenses, Liabilities or remuneration of the Trustee in its personal capacity or the rights and remedies of the Trustee in respect thereof and in such capacity the Trustee shall rank as an unsubordinated creditor of the Issuer.

## **6. COVENANT TO COMPLY WITH THIS TRUST DEED**

### **6.1 Covenant to comply with the Trust Deed**

The Issuer hereby covenants with the Trustee to comply with those provisions of this Trust Deed and the Conditions which are expressed to be binding on it and to perform and observe the same. The Notes and the Coupons are subject to the provisions contained in this Trust Deed, all of which shall be binding upon the Issuer, the Noteholders, the Couponholders and all persons claiming through or under them respectively. The Conditions shall be binding on the Issuer, the Noteholders and the Couponholders.

### **6.2 Trustee may enforce Conditions**

The Trustee shall be entitled to enforce the obligations of the Issuer under this Trust Deed, the Notes and the Conditions and to exercise any other rights, powers, authorities or discretions conferred upon the Trustee under the Notes, in each case as if the same were set out and contained in this Trust Deed, which shall be read and construed as one document with the Notes.

## **7. COVENANTS BY THE ISSUER**

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

### **(a) Books of account**

Keep, and procure that each of its Subsidiaries keeps, proper books of account and, at any time after the occurrence of any Event of Default, so far as permitted by applicable law, allow, and procure that each such Subsidiary will allow, the Trustee and anyone appointed by it to whom the Issuer and/or the relevant Subsidiary has no reasonable objection, access to its books of account at all reasonable times during normal business hours;

(b) **Notice to the Trustee**

Promptly give notice in writing to the Trustee of the occurrence of any Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Capital Disqualification Event, Tax Event or Winding-Up of the Issuer and (in the case of any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies and each Series of Tier 2 Capital Notes) any breach by it of any other term, condition or provision binding on it under this Trust Deed and/or the Conditions, promptly upon its becoming aware thereof;

(c) **Certificate of compliance**

Send to the Trustee, within 14 days of publication of its annual audited financial statements and in any event within 180 days following its financial year end, and also within 14 days of any request by the Trustee, a certificate of the Issuer signed by two Authorised Signatories to the effect that, having made all reasonable enquiries, to the best of the knowledge, information and belief of the Issuer as at a date (the **Certification Date**) not more than five days before the date of the certificate there had not been any Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Capital Disqualification Event, Tax Event or Winding-Up of the Issuer or (in the case of any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies and each Series of Tier 2 Capital Notes) any other breach by the Issuer of any other term, condition or provision binding on it under this Trust Deed and/or the Conditions since the last Certification Date (or the date of this Trust Deed in the case of the first such certificate) (or, if any such event had occurred, specifying the same) and that up to such date the Issuer has complied with its obligations contained in this Trust Deed and the Conditions or (if such is not the case) specifying the respects in which it has not complied;

(d) **Financial statements etc.**

Publish on [www.osb.co.uk](http://www.osb.co.uk) at their time of issue and, in the case of annual financial statements in any event within 180 days of the end of each financial year, and in the case of interim financial statements in any event within 90 days of the end of the relevant financial period copies in English of every balance sheet, profit and loss account, report or other notice, statement or circular issued, or which legally or contractually should be issued, to the shareholders, stockholders or creditors (or any class of them) of the Issuer or any holding company thereof generally in their capacity as such, provided that the Issuer shall notify the Trustee promptly and in writing at the email address [emea.at.debt@citi.com](mailto:emea.at.debt@citi.com) as to (i) when such documents become available for viewing on the relevant website (including the details of such website) and (ii) any change to the Issuer's website from the address set out in this Clause;

(e) **Information**

So far as permitted by applicable law, give or procure to be given to the Trustee such certificates, information and evidence as it shall require and in such form as it shall reasonably require for the purpose of the discharge or exercise of the duties and discretions vested in it under this Trust Deed or by operation of law;

(f) **Clearing systems notices**

Use all reasonable endeavours to procure that Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system (as the case may be) issue(s) any certificate or other document requested by the Trustee under Clause 7(g) (Notes held by Issuer or Subsidiary) as soon as reasonably practicable after such request;

(g) **Notes held by Issuer or Subsidiary**

Send to the Trustee as soon as practicable after being so requested by the Trustee a certificate of the Issuer signed by any two of its Authorised Signatories stating the principal amount of Notes of each Series held at the date of such certificate by or on behalf of the Issuer or its Subsidiaries;

(h) **Notice of Late Payment**

Forthwith give notice to the Noteholders and to the Trustee and the Agents of any unconditional payment to the Principal Paying Agent or the Trustee of any sum due in respect of the Notes made after the due date for such payment;

(i) **Notices to Noteholders**

Send to the Trustee and the Agents, not less than five business days prior to which any such notice is to be given to the Noteholders, the form of each such notice to be given in accordance with Condition 21 (*Notices*) and, once given, a copy of each such notice, such notice to be in a form approved by the Trustee (such approval, unless so expressed, not to constitute approval for the purposes of section 21 of the FSMA of any such notice which is a communication within the meaning of section 21 of the FSMA);

(j) **Obligations of Agents**

Comply with and perform all its obligations under the Agency Agreement and use all reasonable endeavours to procure that the Paying Agents, the Registrar, the Transfer Agent and the Calculation Agent comply with and perform all their respective obligations under the Agency Agreement and the Conditions and not make any amendment or modification to the Agency Agreement without the prior written approval of the Trustee;

(k) **Listing**

Use its reasonable endeavours to maintain the listing of the Notes on the Market but, if it is unable to do so, having used such endeavours, or if the maintenance of such listing is agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the Noteholders would not be thereby materially prejudiced, instead use its reasonable endeavours to obtain and maintain a listing of the Notes on another stock exchange and the admission to trading of the Notes on another market, in each case approved in writing by the Trustee;

(l) **Change in Agents**

Give or procure that there be given to the Noteholders prompt notice in accordance with Condition 21 (*Notices*) of any future appointment, resignation or removal of an Agent or of any change by an Agent of its specified office, and not make any such appointment or removal without the Trustee's written approval;

(m) **Further Acts**

So far as permitted by applicable law, do all such further things as may be necessary in the opinion of the Trustee to give effect to this Trust Deed and/or the Conditions;

(n) **Provision of Legal Opinions**

If so required by the Trustee, prior to making any modification or amendment or supplement to this Trust Deed, procure the delivery of legal opinion(s) as to English and any other relevant

law, addressed to the Trustee, dated the date of such modification or amendment or supplement, as the case may be, in a form acceptable to the Trustee and from legal advisers acceptable to the Trustee;

(o) **Maintenance of Agents**

At all times maintain a Principal Paying Agent, a Registrar and a Transfer Agent (and, if specified in the relevant Final Terms of such Series, a Calculation Agent) in accordance with Condition 17 (*Agents*);

(p) **Accounts**

Cause to be prepared and certified by its Auditors 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 principal stock exchange on which the Notes are listed;

(q) **Regulatory Pre-conditions**

Where certain pre-conditions for the taking of any action under the Conditions or this Trust Deed are required to be satisfied before or at the same time as such action is taken, certify in writing signed by any two of its Authorised Signatories to the Trustee that such pre-conditions have been satisfied prior to or will be satisfied concurrently with taking such action, or as otherwise required pursuant to the Conditions;

(r) **Supervisory Permission**

(i) where Supervisory Permission for the taking of any action under the Conditions or this Trust Deed is required to be obtained before such action is taken, give the requisite period of notice as provided for in the Conditions or this Trust Deed before taking such action (provided such notice is required to be given under the Regulatory Capital Requirements and/or the Loss Absorption Regulations, as applicable); and (ii) in the event that it has received Supervisory Permission, certify in writing signed by any two of its Authorised Signatories to the Trustee that the Issuer has received such Supervisory Permission;

(s) **Covenant to perform and observe provisions of this Trust Deed**

Comply with and perform and observe all the terms of this Trust Deed which are expressed to be binding on it. The Conditions shall be binding on the Issuer, the Trustee and the Noteholders to the extent applicable and all persons claiming through or under any of the same. The Trustee shall itself be entitled to enforce against the Issuer the terms of this Trust Deed and the Notes as if the same were set out and contained in this Trust Deed which shall be read and construed as one document with the Notes. The provisions contained in the Schedules shall have effect in the same manner as if herein set out; and

(t) **Withholding or deduction**

Upon written request, provide the Trustee with sufficient information which is available to the Issuer (and which it is entitled to provide under all applicable laws and regulations) so as to enable the Trustee to determine whether or not it is obliged, in respect of any payments to be made by it pursuant to this Trust Deed, to make any FATCA Withholding.

## **8. WAIVER, MODIFICATIONS AND SUBSTITUTION**

### **8.1 Waiver**

The Trustee may, without any consent or sanction of the Noteholders or Couponholders and without prejudice to its rights, in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby, on such terms and conditions (if any) as shall seem expedient to it, authorise or waive, any breach or proposed breach of provisions contained in this Trust Deed or the Agency Agreement or the Notes or the Coupons or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of this Trust Deed and the Notes; any such authorisation, waiver or determination shall be binding on the Noteholders and the Couponholders and the Issuer shall cause such authorisation, waiver or determination to be notified to the Noteholders as soon as practicable thereafter in accordance with the Conditions; provided that the Trustee shall not exercise any powers conferred upon it by this Clause 8.1 in contravention of any express direction by an Extraordinary Resolution or of a request in writing made by the Holders of at least one quarter of the aggregate principal amount of the Notes then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in Schedule 4 (Provisions for Meetings of Noteholders).

### **8.2 Modifications**

The Trustee may agree without the consent of the Noteholders or Couponholders to (a) any modification of the Conditions or of any other provision of this Trust Deed or the Agency Agreement which in its opinion is of a formal, minor or technical nature or is made to correct a manifest error and (b) any other modification to (except that such power does not extend to any such modification in relation to a Reserved Matter) the Conditions or of the provisions of this Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders or the Couponholders (which will not include, for the avoidance of doubt, any provisions entitling the Noteholders or Couponholders to institute proceedings for the winding-up of the Issuer which are more extensive than those set out in Condition 14 (*Events of Default*)).

In addition, the Trustee shall be obliged to concur with the Issuer and use its reasonable endeavours to effect any Benchmark Amendments in the circumstances and as otherwise set out in (and subject to the terms of) Condition 9 (*Benchmark Discontinuation*) without the consent of the Noteholders or Couponholders, provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in the Conditions and/or this Trust Deed and/or any documents to which it is a party (including, for the avoidance of doubt, any supplemental trust deed) in any way.

Any such modification shall be binding on the Noteholders and, if the Trustee so requires, such modification shall be notified by the Issuer to the Noteholders as soon as practicable. Any modification undertaken in relation to any Series of Tier 2 Capital Notes or (where the relevant Final Terms specify that Condition 3(C) (*Status - No set-off*) applies) Senior Notes shall comply with the requirements of Condition 18(E) (*Meetings of Noteholders; Modification and Waiver; Substitution – Supervisory Permission*). In addition, the Trustee shall agree (without the consent of the Noteholders or Couponholders) to the variation of the Conditions and this Trust Deed in accordance with, and subject to the provisions of Conditions 10(L) (*Redemption and Purchase – Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*), 10(M) (*Redemption and Purchase – Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*), and 10(N) (*Redemption and Purchase – Pre-condition to Redemption of Senior Notes*).

### 8.3 Substitution

- (a) The Trustee may without the consent of the Noteholders or Couponholders at any time agree with the Issuer to the substitution in place of the Issuer (or of the previous substitute under this Clause 8.3(a)) as the principal debtor under this Trust Deed of another entity (any such substituted company being hereinafter called the **Substitute Issuer**) provided that a trust deed is executed or some other form of undertaking is given by the Substitute Issuer, in form and manner satisfactory to the Trustee, agreeing to be bound by the provisions of this Trust Deed with any consequential amendments which the Trustee may deem appropriate as fully as if the Substitute Issuer had been named in this Trust Deed as the principal debtor in place of the Issuer (or of the previous substitute under this Clause 8.3(a)) and provided further that in the case of any Series of Senior Notes, (unless the successor in business of the Issuer is the Substitute Issuer) such Senior Notes and any related Coupons being or, where appropriate, remaining irrevocably guaranteed by the Issuer.
- (b) The following further conditions shall apply to Clause 8.3(a) (Substitution) above:
- (i) the Issuer and the Substitute Issuer shall comply with such other reasonable requirements as the Trustee may direct in the interests of the Noteholders and the Couponholders;
  - (ii) where the Substitute Issuer is incorporated, domiciled or resident in, or subject generally to the taxing jurisdiction of, a territory other than or in addition to the United Kingdom or any political sub-division thereof or any authority therein or thereof having power to tax, undertakings or covenants shall be given by the Substitute Issuer in terms corresponding to the provisions of Condition 13 (*Taxation*) with the substitution for (or, as the case may be, the addition to) the references to the United Kingdom of references to that other or additional territory in which the Substitute Issuer is incorporated, domiciled or resident or to whose taxing jurisdiction it is subject and (where applicable) Condition 10(C) (*Redemption and Purchase – Redemption for Tax Event*) shall be modified accordingly;
  - (iii) without prejudice to the rights of reliance of the Trustee under the immediately following Clause 8.3(b)(iii), the Trustee is satisfied that the relevant transaction is not materially prejudicial to the interests of the Noteholders or Couponholders;
  - (iv) if two Directors or two duly authorised signatories of the Substitute Issuer (acceptable to the Trustee) shall certify that the Substitute Issuer is solvent at the time at which the relevant transaction is proposed to be effected (which certificate the Trustee may rely upon absolutely without enquiry or liability to any person), the Trustee shall not be under any duty to have regard to the financial condition, profits or prospects of the Substitute Issuer or to compare the same with those of the Issuer (or the previous substitute under Clause 8.3(a)); and
  - (v) such substitution shall not give rise to a Tax Event or a Capital Disqualification Event or a Loss Absorption Disqualification Event, as applicable to the relevant Series.
- (c) The Trustee may in the event of any substitution pursuant to this Clause 8.3 agree, without the consent of the Noteholders or Couponholders, to a change in the law governing the subordination and waiver of set-off provisions set out in the Conditions and/or this Trust Deed, provided that such change will not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders and Couponholders.
- (d) Any trust deed or undertaking shall, if so expressed, operate to release the Issuer (or the previous substitute as aforesaid) from all of its obligations as principal debtor under this Trust Deed. Not later than 14 days after the execution of such documents and compliance with such requirements, the Substitute Issuer shall give notice thereof in a form previously approved by the Trustee to the Noteholders in the manner provided in Condition 21 (*Notices*). Upon the execution of such documents and compliance with such requirements, the Substitute Issuer shall be deemed to be named in this

Trust Deed as the principal debtor in place of the Issuer (or in place of the previous substitute under this Clause 8.3 (Substitution)) under this Trust Deed and this Trust Deed shall be deemed to be amended in such manner as shall be necessary to give effect to the above provisions and, without limitation, references in this Trust Deed to the Issuer shall, where the context so requires, be deemed to be or include references to the Substitute Issuer.

- (e) In connection with any proposed substitution, the Trustee shall not have regard to, or be in any way liable for, the consequences of such substitution for individual Noteholders or the Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. No Noteholder or Couponholder shall, in connection with any such substitution, be entitled to claim from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such substitution upon individual Noteholders or Couponholders.

#### **8.4 Consent of the Competent Authority**

In the case of any Series of Tier 2 Capital Notes or (where the relevant Final Terms specify that Condition 3(C) (*Status - No set-off*) applies) Senior Notes, in connection with any proposed modification to the Notes, the Conditions or this Trust Deed, or any proposed substitution of the Issuer pursuant to Clause 8.3 (Substitution), the powers of the Trustee to concur with the Issuer in making any modification to the Conditions or any such substitution, shall only be exercised by the Trustee subject to the Issuer having notified the Competent Authority of its intention to do so in accordance with the Conditions and (if required by applicable law and regulation) provided that there is a requirement to give such notice (if required by applicable law and regulation) (a) the Competent Authority having granted Supervisory Permission for such modification and (b) the Issuer having notified the Trustee of such Supervisory Permission being granted. The Trustee may rely without enquiry and liability to any person on any written confirmation provided to it by the Issuer in relation to the Issuer's communications with the Competent Authority in this regard.

In the case of any Series of Tier 2 Capital Notes or (where the relevant Final Terms specify that Condition 3(C) (*Status - No set-off*) applies) Senior Notes, for the purposes of Schedule 4 in relation to any meetings of Noteholders, the powers of a meeting of Noteholders to sanction any proposal for the alteration, abrogation, variation, compromise of, or arrangement in respect of, the rights of the Noteholders in relation to a particular Series of Notes against the Issuer and the powers to assent to any alteration of the provisions contained in this Trust Deed in respect of such Notes or in the Notes which shall be proposed by the Issuer or the Trustee, shall, to the extent that this involves an alteration of the Conditions, be subject to the giving by the Competent Authority of its prior Supervisory Permission to such alteration and the provisions of Schedule 4 shall take effect accordingly provided that there is a requirement to obtain such Supervisory Permission.

### **9. ENFORCEMENT**

- 9.1 This Clause 9.1 shall have effect only in relation to any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) does not apply. If any of the events set out in Condition 14(A) (*Events of Default – Senior Notes (Unrestricted Default)*) occurs and is continuing, then the Trustee at its discretion may and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution, shall (subject, in all cases, to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with any accrued but unpaid interest without further action or formality. The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action or step as it may think fit, in relation to any Series

of Notes, against or in relation to the Issuer to enforce its obligations under this Trust Deed, the Notes or the Conditions (subject to and in accordance with the Conditions).

- 9.2 This Clause 9.2 shall have effect only in relation to (1) any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies and (2) each Series of Tier 2 Capital Notes.
- (a) At any time following an event of non-payment described in Condition 14(B)(i) (*Events of Default – Tier 2 Capital Notes and Senior Notes*), and subject as further provided therein, the Trustee may, at its discretion and without further notice, institute proceedings for the winding up of the Issuer and/or prove and/or claim in a Winding-Up.
  - (b) If a Winding-Up of the Issuer occurs, the Trustee at its discretion may or, if so requested in writing by the holders of at least one-quarter of the aggregate principal amount of the outstanding Notes or if so requested by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) prove and/or claim in such Winding-Up of the Issuer, such claim being as contemplated in Condition 3 (*Status*).
  - (c) The Trustee may, at its discretion and without further notice and in accordance with Condition 14(B)(i) (*Events of Default – Tier 2 Capital Notes and Senior Notes*), institute such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under this Trust Deed or the Notes (other than any payment obligation of the Issuer under or arising from the Notes or this Trust Deed, including, without limitation, payment of any principal or interest in respect of the Notes and any damages awarded for breach of any obligations); provided always that the Trustee (acting on behalf of the Noteholders but not acting in its personal capacity under this Trust Deed) and the Noteholders shall not enforce, and shall not be entitled to enforce or otherwise claim against the Issuer, any cash sum sooner than the same would otherwise have been payable by the Issuer under this Trust Deed or the Notes.
  - (d) No remedy against the Issuer, other than the institution of the proceedings or taking of steps or actions referred to in Clause 9.2(a), Clause 9.2(b) or Clause 9.2(c) (Enforcement), shall be available to the Trustee or the Noteholders or the Couponholders whether for the recovery of amounts owing under this Trust Deed in respect of such Notes or the Coupons appertaining thereto or in respect of any breach by the Issuer of any of its other obligations under this Trust Deed in relation thereto.
- 9.3 The Trustee shall not be bound to take any of the steps, actions or proceedings referred to in Clause 9 (Enforcement) above to enforce the obligations of the Issuer under this Trust Deed, the Notes or the Conditions or any other action in relation to this Trust Deed (including, without limitation, declaring the Notes due and repayable immediately under Condition 14 (*Events of Default*)), unless (1) it shall have been so directed by an Extraordinary Resolution or requested in writing by the holders of at least one quarter of the aggregate principal amount of the Notes then outstanding; and (2) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.
- 9.4 No Holder of any Notes or related Coupons (if any) shall be entitled to institute any of the proceedings or take the steps or actions referred to in Clauses 9.1, 9.2(a), 9.2(b) or 9.2(c) (Enforcement) or to prove and/or claim in a Winding-Up, except that, if the Trustee, having become bound to proceed against the Issuer as aforesaid, fails to do so or, being able to prove in such Winding-Up, fails or is unable to do so, in each case within 60 days, and in each such case such failure or inability shall be continuing, then any such Holder may itself institute such proceedings and/or prove and/or claim in such Winding-Up to the same extent (but not further or otherwise) that the Trustee would have been entitled so to do in respect of its Notes and/or Coupons. In the case of (1) any Series of Senior Notes where the relevant

Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies and (2) each Series of Tier 2 Capital Notes, no remedy against the Issuer other than the institution of the proceedings referred to above or proving and/or claiming in a Winding-Up, shall be available to the Trustee or the Holders of the Notes whether for the recovery of amounts owing in respect of the Notes or Coupons or under this Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Notes or Coupons or under this Trust Deed.

## **10. PROOF OF NON-PAYMENT**

10.1 If the Trustee (or any Noteholder or Couponholder where entitled under this Trust Deed so to do) takes any legal proceedings against the Issuer:

- (a) proof therein that, as regards any specified Note, default has been made in paying any principal and/or (where the same is not payable against presentation of a Coupon) interest due to the relative Noteholder shall (unless the contrary be proved) be sufficient evidence that like default has been made as regards all other Notes in respect of which a corresponding payment is then due; and
- (b) proof therein that, as regards any specified Coupon, default has been made in paying any interest due to the relative Couponholder shall (unless the contrary be proved) be sufficient evidence that like default has been made as regards all other Coupons in respect of which a corresponding payment is then due.

## **11. APPLICATION OF MONEYS**

### **11.1 Application of moneys**

Subject, in the case of Tier 2 Capital Notes, to the provisions of Clause 5 (Subordination), for each Series all moneys received by the Trustee under this Trust Deed or amounts payable under this Trust Deed despite any appropriation of all or part of them by the Issuer shall be held by the Trustee upon trust to apply them (subject to Clause 11.2 (Deposits)):

- (a) *first* in payment or satisfaction of the Liabilities incurred by or payable to the Trustee or its Appointee (including remuneration and other amounts payable to it under this Trust Deed) in carrying out its functions under this Trust Deed;
- (b) *secondly* in payment or satisfaction of the Liabilities (including remuneration and other amounts payable to it under the Agency Agreement) incurred by or payable to the Agents in carrying out their functions under the Agency Agreement;
- (c) *thirdly* in or towards payment *pari passu* and rateably of all arrears of interest remaining unpaid in respect of the Notes of that Series and all principal moneys due on or in respect of the Notes of that Series; and
- (d) *fourthly* in payment of the balance (if any) to the Issuer.

Without prejudice to the provisions of this Clause 11, if the Trustee shall hold any moneys which represent principal or interest in respect of Notes or Coupons which have become void under Condition 15 (*Prescription*), the Trustee shall (subject to payment or satisfaction, or provision for the payment or satisfaction, of all amounts referred to in Clauses 11.1(a) and 11.1(b) (Application of moneys)) pay the same to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

## **11.2 Deposits**

No provision of this Trust Deed shall (a) confer on the Trustee any right to exercise any investment discretion in relation to the assets subject to the trust constituted by this Trust Deed and, to the extent permitted by law, Section 3 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed and (b) require the Trustee to do anything which may cause the Trustee to be considered a sponsor of a covered fund under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and any regulations promulgated thereunder.

The Trustee may deposit moneys in respect of the Notes or Coupons in its name in an account at such bank or other financial institution as the Trustee may, in its absolute discretion, think fit. If that bank or financial institution is the Trustee or a subsidiary, holding or associated company of the Trustee, the Trustee need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer.

The parties acknowledge and agree that in the event that any deposits in respect of the Notes or Coupons are held by a bank or a financial institution in the name of the Trustee and the interest rate in respect of certain currencies is a negative value such that the application thereof would result in amounts being debited from funds held by such bank or financial institution, the Trustee shall not be liable to make up any shortfall or be liable for any loss.

The Trustee may at its discretion accumulate such deposits and the resulting interest and other income derived thereon. The accumulated deposits shall be applied under Clause 11.1 (Application of moneys). All interest and other income deriving from such deposits shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 13 (Costs and Expenses) to the Trustee and/or any Appointee and otherwise held for the benefit of and paid to the Noteholders or the holders of the related Coupons, as the case may be.

## **11.3 Payment to Noteholders and Couponholders**

The Trustee shall give notice to the Noteholders in accordance with Condition 21 (*Notices*) of the date fixed for any payment under Clause 11.1 (Application of moneys). Any payment to be made in respect of the Notes or Coupons of any Series by the Issuer or the Trustee may be made in the manner provided in the Conditions, the Agency Agreement and this Trust Deed and any payment so made shall be a good discharge to the extent of such payment by the Issuer or the Trustee (as the case may be).

## **11.4 Production of Notes, Coupons and Certificates**

Upon any payment under Clause 11.3 (Payment to Noteholders and Couponholders) of principal or interest, the Note, Coupon or Certificate in respect of which such payment is made shall, if the Trustee so requires, be produced to the Trustee or the Paying Agent by or through whom such payment is made and the Trustee shall:

- (a) in respect of a Bearer Note or Coupon, (1) in the case of part payment, enface or cause such Paying Agent to enface a memorandum of the amount and date of payment thereon (or, in the case of part payment of an NGN Temporary Global Note or an NGN Permanent Global Note cause the Principal Paying Agent to procure that the ICSDs make appropriate entries in their records to reflect such payment) or (2) in the case of payment in full, cause such Bearer Note or Coupon to be surrendered or shall cancel or procure the same to be cancelled and shall certify or procure the certification of such cancellation; and
- (b) in respect of a Registered Note, (1) in the case of part payment, require the Registrar to make a notation in the Register of the amount and date of payment (and in the case of a Registered Note held under the New Safekeeping Structure, procure that the ICSDs make appropriate

entries in their records to reflect such payment) or (2) in the case of payment in full, cause the relevant Certificate to be surrendered or shall cancel or procure the same to be cancelled and shall certify or procure the certification of such cancellation.

### **11.5 Holders of Bearer Notes to be treated as holding all Coupons**

Wherever in this Trust Deed the Trustee is required or entitled to exercise a power, trust, authority or discretion under this Trust Deed, the Trustee shall, notwithstanding that it may have express notice to the contrary, assume that each Holder of Bearer Notes is the Holder of all Coupons and Talons appertaining to each Bearer Note of which they are the Holder.

## **12. TERMS OF APPOINTMENT**

By way of supplement to the Trustee Acts, it is expressly declared as follows:

### **(a) Reliance on information**

#### **(i) Advice**

The Trustee may act on the opinion or advice of, or information obtained from, any expert and will not be responsible to anyone for any loss or liability occasioned by so acting whether such advice is obtained or addressed to the Issuer, the Trustee or any other person. Any such opinion, advice or information may be sent or obtained by letter or electronic mail and the Trustee will not be liable to anyone for acting in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic. The Trustee may rely without liability to Noteholders on any report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to the Trustee and whether or not liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise.

#### **(ii) Auditors' reports**

Without prejudice to Clause 12(a)(iii) (Certificate of Authorised Signatories), the Trustee may rely on reports and certificates addressed to and/or delivered to it by the Auditors or any other expert of the Issuer whether or not the same are addressed to it and whether or not they are subject to a limitation on the liability of the Auditors or such other expert, whether by reference to a monetary cap or otherwise.

#### **(iii) Certificate of Authorised Signatories**

If the Trustee receives a certificate signed by any two Authorised Signatories of the Issuer pursuant to this Trust Deed, the Trustee is entitled to rely on such certificate and the Trustee will not be liable to anyone for acting in good faith on such certificate and will not be responsible for any loss occasioned by acting on such a certificate. If the Trustee, in the exercise of its functions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act a certificate signed by any two Authorised Signatories of the Issuer as to that fact or to the effect that, in their opinion, that act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss occasioned by acting on such a certificate.

(iv) **Resolution or direction of Noteholders**

The Trustee shall not be liable to any person by reason of having acted in good faith upon (a) any Extraordinary Resolution in writing or (b) any Extraordinary Resolution or other resolution purporting to (i) have been passed at any meeting of Noteholders in respect whereof minutes have been made and signed, (ii) be a Written Resolution or Electronic Consent or (c) any direction or request of Noteholders even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution or (in the case of an Extraordinary Resolution in writing or a direction or a request) it was not signed by the requisite number of Noteholders or that for any reason the resolution, direction or request was not valid or binding upon such Noteholders.

(v) **Noteholders as a class**

In connection with the exercise by it of any of its trusts, powers, authorities and discretions under this Trust Deed (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class and shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders (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 the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 13 (*Taxation*) and/or any undertakings given in addition thereto or in substitution therefor under this Trust Deed.

(vi) **Trustee responsibility**

The Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Trust Deed or any other document relating or expressed to be supplemental thereto and shall not be liable for any failure to obtain any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Trust Deed or any other document relating or expressed to be supplemental thereto.

(vii) **No obligation to investigate**

The Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person (other than itself) contained in this Trust Deed, or any other agreement or document relating to the transactions contemplated in this Trust Deed or under such other agreement or document.

(viii) **No obligation to monitor**

The Trustee shall be under no obligation to monitor or supervise the functions of any other person under the Notes or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled, in the absence of

actual knowledge of a breach of obligation, to assume that each such person is properly performing and complying with its obligations.

(ix) **Notes held by the Issuer or its Subsidiaries**

In the absence of actual knowledge or express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate under Clause 7(g) (Notes held by Issuer or Subsidiary)) that no Notes are for the time being held by or on behalf of the Issuer or its Subsidiaries.

(x) **Interests of Holders through Clearing Systems**

In considering the interests of Noteholders while a Global Certificate or a Global Note is held on behalf of, or registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by, or evidencing the records of, such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to a Global Certificate or a Global Note and may consider such interests as if such accountholders were the holders of the Notes represented by a Global Certificate or a Global Note. Any such information shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such information may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including, without limitation, Euroclear's EasyWay system or Clearstream Luxembourg's Xact Web Portal) in accordance with its usual procedures and in which the holder of a particular principal amount of Notes is clearly identified together with the principal amount of such holding. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any information purporting to be issued by or on behalf of Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic.

(xi) **Forged Notes**

In relation to Registered Notes, the Trustee shall not be liable to the Issuer or any Noteholder by reason of having accepted as valid or not having rejected any entry on the Register later found to be forged or not authentic and can assume for all purposes in relation hereto that any entry on the Register is correct. The Trustee will not be liable to the Issuer or any Noteholder by reason of having accepted as valid or not having rejected any Global Note or Global Certificate issued in respect of, or representing such, purporting to be such and later found to be forged or not authentic.

(xii) **Events of Default**

The Trustee need not notify anyone of the execution of this Trust Deed or do anything to find out if there has been any Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Capital Disqualification Event, Tax Event or Winding-Up of the Issuer or (in the case of any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies and each Series of Tier 2 Capital Notes) whether any other breach by the Issuer under the provisions of this Trust Deed or the Conditions has occurred. Until it has actual knowledge or express notice to the contrary pursuant to the terms of this Trust Deed, the Trustee may assume that no such breach or event has occurred and that the Issuer is performing all terms binding on it under this Trust Deed and the Notes.

(xiii) **Participating FFI**

In the event that the Issuer is or becomes a Participating FFI, then notwithstanding any other provision of this Trust Deed, the Trustee shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any present or future taxes, duties, assessments or government charges, if and only to the extent so required by applicable law or regulation or pursuant to an agreement described in Section 1471(b) of the Code (or a similar agreement with a taxing authority relating to FATCA), in which event the Trustee shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities within the time allowed for the amount so withheld or deducted.

(xiv) **Recovered Amounts and Relief**

If the Trustee, in its ordinary course of business, recovers any value added tax or similar tax charged by HMRC which is attributable (in the sole and absolute discretion of the Trustee) to (a) any Liability paid by the Issuer to the Trustee under this Trust Deed or (b) any additional amounts which have been paid by the Issuer to the Trustee under Clause 13.8 (Gross-up), then the Trustee shall reimburse such recovered amount to the Issuer. The Trustee shall have no obligation to recover, calculate, attribute, obtain or seek to recover, calculate, attribute or obtain, any such tax or relief, and shall have the sole and absolute discretion as to whether it shall recover, calculate, attribute, obtain or seek to recover, calculate, attribute or obtain any such tax or relief and the Trustee shall not be responsible or liable for any amount so calculated, recovered, attributed and reimbursed to the Issuer.

(xv) **Legal Opinions**

The Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to any Notes or for checking or commenting upon the content of any such legal opinion.

(xvi) **Rating Agency**

The Trustee shall have no responsibility whatsoever to the Issuer, any Noteholder or any other person for the maintenance of or failure to maintain any rating of any of the Notes by any rating agency.

(xvii) **Approval and Notices**

The Trustee shall not incur any liability to the Issuer, Noteholders or any other person in connection with any approval given by it pursuant to Clause 7(i) (Notices to Noteholders) to any notice to be given to Noteholders by the Issuer; the Trustee shall not be deemed to have represented, warranted, verified or confirmed that the contents of any such notice are true, accurate or complete in any respects or that it may be lawfully issued or received in any jurisdiction.

(xviii) **Responsibility for Notices**

The Trustee shall not be responsible for monitoring whether any notices to Noteholders are given in compliance with the requirements of any stock exchange on which the Notes are listed and/or admitted to trading or with any other legal or regulatory requirements.

(b) **Trustee powers and duties**

(i) **Trustee's determination**

The Trustee may determine whether or not a default in the performance or observance by the Issuer of any obligation under the provisions of this Trust Deed, the Agency Agreement or contained in the Notes or the Coupons is capable of remedy and/or materially prejudicial to the interests of the Noteholders or Couponholders and if the Trustee shall certify that any such default is, in its opinion, not capable of remedy and/or materially prejudicial to the interests of the Noteholders or Couponholders, such certificate shall be conclusive and binding upon the Issuer, the Noteholders and the Couponholders.

(ii) **Risks to Trustee**

When determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled to evaluate its risk in any given circumstance by considering the worst-case scenario and, for this purpose, it may take into account, without limitation, the potential costs of defending or commencing proceedings in England or elsewhere and the risk, however remote, of any award of damages against it in England or elsewhere.

(iii) **Indemnities**

The Trustee shall be entitled to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

(iv) **Determination of questions**

As between itself and the Noteholders, the Trustee may determine all questions and doubts arising in relation to any of the provisions of this Trust Deed. Such determinations, whether made upon such a question actually raised or implied in the acts or proceedings of the Trustee, will be conclusive and shall bind the Trustee and the Noteholders.

(v) **Trustee's discretion**

The Trustee has absolute and uncontrolled discretion as to the exercise of the discretions vested in the Trustee under this Trust Deed but wherever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing.

(vi) **Trustee's consent**

Any consent or approval given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee thinks fit and notwithstanding anything to the contrary in this Trust Deed may be given retrospectively. The Trustee may give any consent or approval, exercise any power,

authority or discretion or take any similar action (whether or not such consent, approval, power, authority, discretion or action is specifically referred to in this Trust Deed) if it is satisfied that the interests of the Noteholders will not be materially prejudiced thereby. For the avoidance of doubt, the Trustee shall not have any duty to the Noteholders in relation to such matters other than that which is contained in the preceding sentence.

(vii) **Action by the Trustee**

The Trustee shall not be bound to take any action in connection with this Trust Deed or any obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming any opinion or employing any financial adviser, where it is not satisfied that it will be indemnified and/or secured and/or pre-funded against all Liabilities which may be incurred in connection with such action and may demand prior to taking any such action that there be paid to it in advance such sums as it reasonably considers (without prejudice to any further demand) shall be sufficient so to indemnify it.

(viii) **Conversion of currency**

Where it is necessary or desirable to convert any sum from one currency to another, it will (unless otherwise provided hereby or required by law) be converted at such rate or rates, in accordance with such method and as at such date as may be specified by the Trustee but having regard to current rates of exchange, if available. Any rate, method and date so specified will be binding on the Issuer and the Noteholders.

(ix) **Application of proceeds**

The Trustee will not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, the exchange of any Temporary Global Note for a Permanent Global Note, the exchange of any Permanent Global Note for Definitive Notes, the exchange of the Global Certificate for any Individual Certificates or the delivery of any Global Bearer Note, Global Certificate, Definitive Notes or Individual Certificates to the persons entitled to them.

(x) **Agents**

Whenever it considers it expedient in the interests of the Noteholders, the Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money).

(xi) **Delegation**

Whenever it considers it expedient in the interests of the Noteholders, the Trustee may delegate to any person on any terms (including power to sub-delegate) all or any of its functions.

(xii) **Nominees**

In relation to any asset held by it under this Trust Deed, the Trustee may appoint any person to act as its nominee on any terms.

(xiii) **Deposit of Documents**

The Trustee may appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers believed by it to be of good repute and may deposit this Trust Deed and any other documents with such custodian and pay all sums due in respect thereof. The Trustee is not obliged to appoint a custodian of securities payable to bearer.

(xiv) **Responsibility for Agents**

If the Trustee exercises reasonable care in selecting any Appointee, it will not have any obligation to supervise the Appointee or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the Appointee's misconduct or default or the misconduct or default of any substitute appointed by the Appointee.

(xv) **Adequate Indemnity or Repayment**

No provision of this Trust Deed shall require the Trustee to do anything which may cause it to expend or risk its own funds or otherwise incur any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever incurred thereby in the performance of any of its duties or in the exercise of any of its rights, powers or discretions, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity, security or prefunding against such risk or loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or liability whatsoever is not assured to it.

(xvi) **Confidential information**

Unless ordered to do so by a court of competent jurisdiction the Trustee shall not be required to disclose to any Noteholder any confidential financial, price sensitive or other information made available to the Trustee by the Issuer.

(xvii) **Illegality**

Notwithstanding anything else herein contained, the Trustee may refrain without liability from doing anything which would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America, the European Union or, in either case, any jurisdiction forming part of it and England and Wales) or any directive or regulation of any agency of any state or jurisdiction which would or might otherwise render it liable to any person and may, without liability, do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

(c) **Financial matters**

(i) **Professional charges**

Any trustee of this Trust Deed being a lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by them or their firm in connection with the trusts of this Trust Deed and also their proper charges in addition to disbursements for all other work and business done and all time spent by them or their firm in connection with matters arising in connection with this Trust Deed.

(ii) **Trustee may enter into financial transactions with the Issuer**

Neither the Trustee nor any director or officer of any corporation being a trustee hereof shall by reason of the fiduciary position of such Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any Subsidiary of the Issuer, or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary of the Issuer, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or any Subsidiary of the Issuer or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary of the Issuer, and neither the Trustee nor any such director or officer shall be accountable to the Noteholders or the Issuer or any Subsidiary of the Issuer, or any person or body corporate directly or indirectly associated with the Issuer or any Subsidiary of the Issuer, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustee and any such director or officer shall also be at liberty to retain the same for its or their own benefit.

(d) **Disapplication**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Trust Deed, the provisions of this Trust Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Trust Deed shall constitute a restriction or exclusion for the purposes of that Act.

(e) **Trustee Liability**

Subject to section 750 of the Companies Act 2006 (if applicable) and notwithstanding anything to the contrary in this Trust Deed, the Notes or the Agency Agreement, nothing in this Trust Deed shall in any case in which the Trustee has failed to show the degree of care and diligence required of it as trustee having regard to the provisions of this Trust Deed conferring on it any trusts, powers, authorities or discretions relieve or indemnify the Trustee against any liabilities which by virtue of any rule of law would otherwise attach to it in respect of any gross negligence, wilful default or fraud of which it may be guilty in relation to its duties under this Trust Deed.

Notwithstanding any provision of this Trust Deed to the contrary, the Trustee shall not in any event be liable for:

- (i) loss of profit, loss of business, loss of goodwill, loss of opportunity, whether direct or indirect; and
- (ii) special, indirect, punitive or consequential loss or damage of any kind whatsoever,

whether or not foreseeable, whether or not the Trustee can reasonably be regarded as having assumed responsibility at the time this Trust Deed is entered into, even if the Trustee has been advised of the likelihood of such loss or damage, unless the claim for loss or damage is made in respect of fraud on the part of the Trustee.

## **13. COSTS AND EXPENSES**

### **13.1 Normal Remuneration**

The Issuer will pay the Trustee as remuneration for its services as Trustee such sum on such dates in each case as they may from time to time agree. Such remuneration will accrue from day to day from the date of this Trust Deed.

### **13.2 Extra Remuneration**

If an Event of Default or Potential Event of Default or (in the case of any Series of Senior Notes where the relevant Final Terms specify that Condition 14(B) (*Events of Default – Tier 2 Capital Notes and Senior Notes*) applies and each Series of Tier 2 Capital Notes) any other breach of the provisions of this Trust Deed or the Conditions by the Issuer shall have occurred in respect of any Series, the Issuer hereby agrees that the Trustee shall be entitled to be paid additional remuneration calculated at its normal hourly rates in force from time to time. In any other case, if the Trustee finds it expedient or necessary or is requested by the Issuer to undertake duties which they both agree to be of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Trust Deed, the Issuer will pay such additional remuneration as they may agree (and which may be calculated by reference to the Trustee's normal hourly rates in force from time to time) or, failing agreement as to any of the matters in this Clause (or as to such sums referred to in Clause 13.1), as determined by a financial institution or person (acting as an expert) selected by the Trustee and approved by the Issuer or, failing such approval, nominated by the President for the time being of The Law Society of England and Wales. The expenses involved in such nomination and such financial institution's or person's fee will be borne by the Issuer. The determination of such financial institution or person will be conclusive and binding on the Issuer, the Trustee, the Noteholders and the Couponholders.

### **13.3 Expenses**

The Issuer of any Series shall also pay or discharge all Liabilities incurred by the Trustee and/or any Appointee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action or legal proceedings taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Trust Deed or any Series of Notes. Such costs, charges, Liabilities and expenses will be payable or reimbursable by the Issuer within seven days of demand by the Trustee (or such later date as is specified in the demand) and:

- (a) in the case of payments actually made by the Trustee prior to such demand, shall (if not paid within seven days of (i) such demand or (ii) such later date as specified in the demand) carry interest at the rate per annum equal to one per cent. above the Bank of England base rate or, if the Trustee has incurred a borrowing to make such payment, at the rate of interest payable by the Trustee in respect of such borrowing, in each case from the date of the same being demanded or incurred, as the case may be, and
- (b) in all other cases shall carry interest at such rate from the date 30 days after the date of the same being demanded (or, where the demand so specifies, from the date of the demand). All remuneration payable to the Trustee shall carry interest at such rate from the due date therefor.

A certificate from the Trustee as to the Trustee's cost of funds on any particular date or during any particular period shall be conclusive and binding on the Issuer.

### **13.4 Indemnity**

Subject to section 750 of the Companies Act 2006, without prejudice to the right of indemnity by law given to trustees, the Issuer hereby indemnifies the Trustee on an after tax basis in full in respect of all expenses and liabilities (including any irrecoverable VAT in respect thereof but excluding any Tax payable by the Trustee by reference to the Trustee's income, profits or gains and any value added output tax in relation to any fees received pursuant to this Trust Deed) to which it (or any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by or pursuant to this Trust Deed or the Agency Agreement) may be or become liable or which may be incurred by it (or any such person as aforesaid) in the execution or purported execution of any of its trusts, powers, authorities and discretions hereunder or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Trust Deed, or the Agency Agreement, save where the same arises as the result of the fraud, gross negligence or wilful default of the Trustee or its officers or employees. The Trustee shall not be entitled to be paid twice in respect of the same matter or claim pursuant to the indemnity in this Clause 13.4.

Clauses 13.3 and 13.4 will continue in full force and effect as regards the Trustee even if it no longer is Trustee and shall survive termination or expiry of this Trust Deed.

### **13.5 Apportionment**

The Trustee shall be entitled in its absolute discretion to determine in respect of which Series of Notes any Liabilities incurred under this Trust Deed have been incurred or to allocate any such Liabilities between two or more Series of Notes.

### **13.6 Payments not subordinated**

Payments to be made by the Issuer under this Clause 13 are not subordinated to any senior obligation of the Issuer. Furthermore, nothing in the Conditions or this Trust Deed shall affect or prejudice the payment of the costs, charges, expenses, Liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof and in such capacity the Trustee shall rank as an unsubordinated creditor of the Issuer.

### **13.7 Stamp duties**

For each Series of Notes, the Issuer shall pay:

- (a) any United Kingdom stamp and other duties or taxes (if any) on or in connection with the execution of this Trust Deed;
- (b) United Kingdom, Belgian and Luxembourg stamp and other duties or taxes (if any) payable on or in connection with the constitution and original issue of any Note and the Definitive Notes and the Coupons; and
- (c) stamp and other duties or taxes (if any) payable in the United Kingdom (but not elsewhere) solely by virtue of and in connection with any action properly taken by the Trustee (or any Noteholder, Couponholder or holder of Talons where permitted to do so under these presents) to enforce the provisions of the Notes, Coupons, Talons or this Trust Deed,

save that the Issuer shall not be liable to pay any such stamp or other duties or taxes to the extent that the obligation arises or the amount payable is increased by reason of the Holder at the relevant time unreasonably delaying in producing any relevant document for stamping or similar process.

Subject as aforesaid, the Issuer will not be otherwise responsible for stamp or other duties or taxes otherwise imposed and in particular (but without prejudice to the generality of the foregoing) for any penalties arising on account of late payment where due by the Holder at the relevant time. Any such stamp or other duties or taxes that might be imposed upon or in respect of Notes in global or definitive form or the Coupons or Talons (in each case other than as aforesaid) shall be the liability of the relevant Holders thereof.

### **13.8 Gross-up**

Subject to Condition 13 (*Taxation*), the Issuer hereby further undertakes to the Trustee that all monies payable by the Issuer to the Trustee under this Clause 13 (Costs and Expenses) shall be paid without set-off, counterclaim, deduction or withholding unless compelled by law in which event the Issuer will pay such additional amounts as will result in the receipt by the Trustee of the amounts which would otherwise have been payable by the Issuer to the Trustee under this Clause in the absence of any such set-off, counterclaim, deduction or withholding.

### **13.9 VAT**

If any payment of remuneration to the Trustee under this Trust Deed constitutes the consideration for a taxable supply for value added tax purposes, the Issuer shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable thereon (to the extent that the Trustee or another member of its group is required to account to any tax authority for that value added tax) in respect of its remuneration under this Trust Deed.

### **13.10 Exchange rate indemnity**

#### **(a) Currency of account and payment**

The Contractual Currency is the sole currency of account and payment for all sums payable by the Issuer under or in connection with this Trust Deed, the Notes and the Coupons including damages.

#### **(b) Extent of discharge**

An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding up or dissolution of the Issuer or otherwise) by the Trustee or any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer will only discharge the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

#### **(c) Indemnity**

If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed or the Notes or the Coupons, the Issuer will indemnify it against any Liability sustained by it as a result. In any event, the Issuer will indemnify the recipient against the cost of making any such purchase.

### **13.11 Indemnities separate**

The indemnities in this Trust Deed constitute separate and independent obligations from the other obligations in this Trust Deed (but without prejudice to the subordination provisions of Clause 5 (Subordination)), will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder and/or any Couponholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount

in respect of any sum due under this Trust Deed, the Notes or the Coupons or any other judgment or order. Any such Liability as referred to in Clause 13.4 (Indemnity) shall be deemed to constitute a Liability suffered by the Trustee or its Appointees, as the case may be, and no proof or evidence of any actual Liability shall be required by the Issuer or its liquidator or liquidators.

## **14. APPOINTMENT AND RETIREMENT**

### **14.1 Appointment of Trustees**

The power of appointing new trustees of this Trust Deed shall be vested in the Issuer but no person shall be appointed in relation to a Series of Notes previously issued and outstanding who shall not previously have been approved by an Extraordinary Resolution. A trust corporation may be appointed sole trustee hereof. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Agents and the Noteholders in accordance with Condition 21 (*Notices*). The Noteholders shall together have the power, exercisable by Extraordinary Resolution, to remove any trustee or trustees for the time being hereof. The removal of any trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such removal.

### **14.2 Co-trustees**

Notwithstanding the provisions of Clause 14.1 (Appointment of Trustees), the Trustee may, upon giving prior notice to the Issuer but without the consent of the Issuer or the Noteholders or the Couponholders, appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Trustee:

- (a) if the Trustee considers such appointment to be in the interests of the Noteholders or the Couponholders; or
- (b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed; or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction either of a judgment already obtained or of this Trust Deed.

Subject to the provisions of this Trust Deed, the Trustee may confer on any person so appointed such functions as it thinks fit. The Trustee may by written notice to the Issuer and that person remove that person. At the Trustee's request, the Issuer will forthwith do all things as may be required to perfect such appointment or removal and the Issuer irrevocably appoints the Trustee as its attorney in its name and on its behalf to do so.

### **14.3 Attorneys**

The Issuer hereby irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustee by this Trust Deed) and such duties and obligations as shall be conferred on such person or imposed by the instrument of appointment. The Trustee shall have power in like manner to remove any such person. Such reasonable remuneration as the Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Trust Deed be treated as costs, charges and expenses incurred by the Trustee.

#### **14.4 Retirement of Trustees**

Any Trustee for the time being of this Trust Deed may retire at any time upon giving not less than 90 days' notice in writing to the Issuer without assigning any reason therefor and without being responsible for any costs occasioned by such retirement. The Noteholders may by Extraordinary Resolution remove any Trustee or Trustee for the time being of this Trust Deed. The retirement of any Trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such retirement. The Issuer hereby covenants that in the event of the only trustee hereof which is a trust corporation giving notice under this Clause 14 or being removed by Extraordinary Resolution, it shall use all reasonable endeavours to procure a new trustee, being a trust corporation, to be appointed as soon as reasonably practicable and if the Issuer has not procured the appointment of a new trustee within the 90 day notice period referred to in this Clause 14.4, the Trustee shall be entitled to procure forthwith a new trustee, but no such appointment shall take effect unless previously approved by an Extraordinary Resolution.

#### **14.5 Competence of a majority of Trustees**

Whenever there shall be more than two trustees hereof the majority of such trustees shall (provided such majority includes a trust corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Trust Deed in the Trustee generally.

#### **14.6 Powers additional**

The powers conferred by this Trust Deed upon the Trustee shall be in addition to any powers which may from time to time be vested in it by general law or as the Holder of any of the Notes, Coupons or Talons (where applicable).

#### **14.7 Merger**

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Clause 14.7, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

### **15. NOTICES**

#### **15.1 Addresses for notices**

All notices and other communications hereunder shall be made in writing and in English (by letter or email) and shall be sent as follows and for the attention of the person or department therein specified (or as aforesaid) or, in any case, to such other address or email and for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose:

(a) if to the Issuer at:

OSB GROUP PLC  
OSB House  
Quayside Chatham Maritime  
Chatham ME4 4QZ  
United Kingdom

Email: company.secretary@osb.co.uk  
Attention: Company Secretary

(b) if to the Trustee, to it at:

Citicorp Trustee Company Limited  
Citigroup Centre, Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

Email: emea.at.debt@citi.com  
Attention: Agency & Trust

## 15.2 Effectiveness

Every notice or other communication sent in accordance with Clause 15.1 (Addresses for notices) shall be effective when delivered; provided that any such notice or other communication which would otherwise take effect after 4pm on any particular day shall not take effect until 10am on the immediately succeeding business day in the place of the addressee, or, in the case of an electronic communication to the Trustee, upon receipt of an email confirmation from the Trustee acknowledging its receipt of such communication (which, for the avoidance of doubt, shall not include any read receipts automatically generated by the Trustee), provided that the Trustee will use its reasonable endeavours to provide such email confirmation as soon as practicable following its receipt of the initial communication.

## 15.3 No Notice to Couponholders

Neither the Trustee nor the Issuer shall be required to give any notice to the Couponholders for any purpose under this Trust Deed and the Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with Condition 21 (*Notices*).

## 16. GOVERNING LAW AND JURISDICTION

### 16.1 Governing law

This Trust Deed, the Coupons and the Notes, and all non-contractual obligations arising from or connected with them are governed by and shall be construed in accordance with, English law.

### 16.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Trust Deed, the Notes or the Coupons and accordingly any legal action or proceedings arising out of or in connection with this Trust Deed, the Notes or the Coupons or in relation to any non-contractual obligations arising in relation thereto ("**Proceedings**") may be brought in such courts. Each party to this Trust Deed irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

Service of process in any Proceedings in England may be effected on the Issuer, without prejudice to the right to serve process in any other manner permitted by law, by delivery to the Issuer's place of business in England at OSB House Quayside, Chatham Maritime, Chatham ME4 4QZ, United Kingdom or such other address as may be notified to the Trustee and the Noteholders.

## 17. SEVERABILITY

In case any provision in or obligation under this Trust Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations,

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

**18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save as otherwise provided herein, no person shall have any right to enforce any provision of this Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

**19. COUNTERPARTS**

This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original. If any provision in or obligation under this Trust Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Trust Deed, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Trust Deed.

## SCHEDULE 1

### TERMS AND CONDITIONS OF THE NOTES

The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. References in these terms and conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued pursuant to the £3,000,000,000 Euro Medium Term Note Programme (the "**Programme**") by OSB GROUP PLC (the "**Issuer**").

This Note is constituted by a Trust Deed dated 14 May 2024 (as amended, restated, modified and/or supplemented from time to time, the "**Trust Deed**") between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**" which expression shall wherever the context so admits include its successors) and has the benefit of an Agency Agreement dated 14 May 2024 (as amended, restated, modified and/or supplemented from time to time, the "**Agency Agreement**") made between, *inter alios*, the Issuer, the Trustee, Citibank, N.A., London Branch as initial principal paying agent and the other agents named therein. The principal paying agent, the paying agents, the registrar, the transfer agents and the calculation agent for the time being (if any) are referred to below, respectively, as the "**Principal Paying Agent**", the "**Paying Agents**" (which expression shall include the Principal Paying Agent), the "**Registrar**", the "**Transfer Agents**" (which expression shall include the Registrar) and the "**Calculation Agent**". The Trustee shall exercise the duties, powers, trusts, authorities and discretions vested in it by the Trust Deed separately in relation to each Series of Notes in accordance with the provisions of the Trust Deed. Copies of the Trust Deed and the Agency Agreement (i) are available for inspection by Holders of the Notes (as defined below) free of charge during normal business hours (being between 9 a.m. and 3 p.m. (London time) on any weekday) at the office for the time being of the Principal Paying Agent (being as at 14 May 2024, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB) or (ii) may be provided by email to a Holder of Notes following its prior written request to any Paying Agent, in each case upon provision of proof of holding of Notes and identity (in a form satisfactory to the relevant Paying Agent).

Holders of Notes (as defined below) and, in relation to any Series of Bearer Notes (as defined below), any coupons ("**Coupons**") or talons for further Coupons ("**Talons**") appertaining thereto are entitled to the benefit of, are bound by, and will be deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

The term "**Notes**" means debt instruments, by whatever name called, issued under the Programme. The Notes may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"). All subsequent references in these Conditions to "Notes" are to the Notes which are the subject of the relevant Final Terms. Notes issued under the Programme are issued in Series and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of the relevant final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed 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. Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions.

#### 1. **Interpretation**

##### (A) **Definitions**

In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Additional Amounts**" has the meaning given in Condition 13(A) (*Gross up*);

"**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;

"**Adjustment Spread**" has the meaning given in Condition 9(G) (*Definitions*);

"**Alternative Rate**" has the meaning given in Condition 9(G) (*Definitions*);

"**Authorised Signatories**" means any Director of the Issuer, any Authorised Person (as defined in the Trust Deed) or any other person or persons notified to the Trustee as being an Authorised Signatory in accordance with the Trust Deed;

"**Banking Act**" means the Banking Act 2009, as amended, modified, re-enacted or replaced from time to time;

"**Benchmark Amendments**" has the meaning given in Condition 9(D) (*Benchmark Amendments*);

"**Benchmark Event**" has the meaning given in Condition 9(G) (*Definitions*);

"**Benchmark Frequency**" means, if "Benchmark Gilt Rate" is specified in the relevant Final Terms, semi-annual and in all other cases has the meaning given in the relevant Final Terms;

"**Benchmark Gilt Rate**" means in respect of a Reset Period and subject to Condition 5(E) (*Fallback – Benchmark Gilt Rate*), the percentage rate determined on the basis of the Benchmark Gilt Rate Quotations provided by the Reference Banks at approximately 11.00 a.m. (London time) on the relevant Reset Determination Date on a dealing basis for settlement on the next following dealing day in London. Such quotations shall be obtained by or on behalf of the Issuer and provided to the Calculation Agent. If at least four quotations are provided, the Benchmark Gilt Rate will be determined by reference to the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Benchmark Gilt Rate will be determined by reference to the arithmetic mean of the quotations provided. If only one quotation is provided, the Benchmark Gilt Rate will be determined by reference to the rounded quotation provided; where:

"**Benchmark Gilt**" means, in respect of a Reset Period, such United Kingdom government security customarily used in the pricing of new issues having a maturity date on or about the Subsequent Reset Date falling at the end of (but not included in) such Reset Period (if applicable) or (otherwise) the Maturity Date as the Issuer on the advice of an investment bank or independent financial adviser of international repute may determine to be appropriate following any guidance published by the International Capital Market Association at the relevant time (if any);

"**Benchmark Gilt Rate Quotations**" means, in respect of a Reset Period, the arithmetic mean (rounded up (if necessary) to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered yields for the Benchmark Gilt; and

"**dealing day**" means a day on which the Market (or such other stock exchange on which the Benchmark Gilt is at the relevant time listed) is ordinarily open for the trading of securities;

"**Broken Amount**" means, in respect of any Notes, the amount (if any) that is specified in the relevant Final Terms;

"**Business Day**" means:

- (i) 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; and
- (ii) 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 Principal Financial Centre of the relevant currency and 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

"**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

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

a "**Capital Disqualification Event**" is deemed to have occurred if there is a change (which has occurred or which the Competent Authority considers to be sufficiently certain) in the regulatory classification of the Tier 2 Capital Notes which becomes effective after the issue date of the last Tranche of the relevant Series of Tier 2 Capital Notes and that results, or would be likely to result, in some of or the entire principal amount of such Series of Tier 2 Capital Notes ceasing to be included in the Tier 2 Capital of (if the relevant Notes have previously been included in the Tier 2 Capital of the Issuer) the Issuer and/or (if the relevant Notes have previously been included in the Tier 2 Capital of the Group) the Group and, for the avoidance of doubt, any amortisation of the Tier 2 Capital Notes pursuant to Article 64 of the CRR (or any equivalent or successor provision) shall not comprise a Capital Disqualification Event;

"**Code**" has the meaning given in Condition 13(B) (*FATCA*);

"**Competent Authority**" means the Bank of England (i) acting as the Prudential Regulation Authority in the context of prudential matters or (ii) acting through its Resolution Directorate in the context of resolution matters or such other authority having primary supervisory authority with respect to prudential or resolution matters, as applicable, concerning the Issuer and/or the Group;

"**Compounded Daily SONIA**" has the meaning given in Condition 6(D) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Non-Index Determination)*) or Condition 6(E) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Index Determination)*), as applicable;

"**Coupon Sheet**" means, in respect of a Bearer Note, a coupon sheet relating to such Note;

"**Couponholders**" means the holders of the Coupons (whether or not attached to the relevant Notes);

"**CRR**" means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms amending Regulation (EU) No. 648/2012 (as amended or supplemented), as it forms part of the domestic law in the United Kingdom by virtue of the EUWA and as the same may be further amended or replaced in accordance with domestic law from time to time;

"**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 (a) the actual number of days in such Regular Period and (b) the number of Regular Periods in any year; and

- (b) where the Calculation Period is longer than one Regular Period, the sum of:
- (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (I) the actual number of days in such Regular Period and (II) the number of Regular Periods in any year; and
  - (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (I) the actual number of days in such Regular Period and (II) 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 (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) 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, means the number of days in the Calculation Period divided by 360, calculated on a formula basis is 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:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" 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 D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

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

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" 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 D<sub>2</sub> will be 30;

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

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless (1) that day is the last day of February or (2) such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (1) that day is the last day of February but not the Maturity Date or (2) such number would be 31, in which case D<sub>2</sub> 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;

"**Designated Maturity**" shall have the meaning specified in the relevant Final Terms;

"**Early Redemption Amount (Events of Default)**" means, in respect of any Note, its principal amount or (in relation to Zero Coupon Notes) the amount set out in Condition 10(I) (*Early redemption of Zero Coupon Notes*) or such other amount as may be specified in the relevant Final Terms;

"**Early Redemption Amount (Tax)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Eurozone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor);

"**euro**" and "**€**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;

"**EUWA**" means the European Union (Withdrawal) Act 2018;

"**Extraordinary Resolution**" has the meaning given in the Trust Deed;

"**FATCA Withholding**" has the meaning given in Condition 13(B) (*FATCA*);

"**Final Redemption Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**First Interest Payment Date**" means the date specified in the relevant Final Terms;

**"First Margin"** means the margin specified as such in the relevant Final Terms;

**"First Reset Date"** means the date specified in the relevant Final Terms;

**"First Reset Period"** means the period from (and including) the First Reset Date until (but excluding) the first Subsequent Reset Date or, if a Subsequent Reset Date is not specified in the relevant Final Terms, the Maturity Date;

**"First Reset Period Fallback"** has the meaning given in the relevant Final Terms;

**"First Reset Rate of Interest"** means, in respect of the First Reset Period and subject to Condition 5(D) (*Fallback – Mid-Swap Rate*) and 5(E) (*Fallback – Benchmark Gilt Rate*) (as applicable), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Rate and the First Margin (with such sum converted (if necessary) from a basis equivalent to the Benchmark Frequency to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes during the First Reset Period (such calculation to be made by the Calculation Agent));

**"Fixed Coupon Amount"** has the meaning given in the relevant Final Terms;

**"Fixed Rate Note"** means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or dates in each year and on redemption or on such other dates as may be agreed between the Issuer and the relevant dealer(s) (as indicated in the relevant Final Terms);

**"Floating Rate Note"** means a Note on which interest is calculated at a floating rate payable at intervals of one, two, three, six or 12 months or at such other intervals as may be agreed between the Issuer and the relevant dealer(s) (as indicated in the relevant Final Terms);

**"Group"** means the Issuer and each entity (if any) which forms part of the same consolidated situation or resolution group as the Issuer (as those terms, or their successors, are used in the Regulatory Capital Requirements (in relation to Tier 2 Capital Notes) or the Loss Absorption Regulations (in relation to Senior Notes (as applicable)));

**"Holder"** in the case of Bearer Notes, has the meaning given in Condition 2(B) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 2(D) (*Title to Registered Notes*);

**"Independent Adviser"** has the meaning given in Condition 9(G) (*Definitions*);

**"Initial Mid-Swap Rate"** has the meaning specified in the relevant Final Terms;

**"Initial Mid-Swap Rate Final Fallback"** has the meaning given in the relevant Final Terms;

**"Initial Rate of Interest"** has the meaning specified in the relevant Final Terms;

**"Interest Amount"** means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

**"Interest Commencement Date"** means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

**"Interest Determination Date"** shall mean the date specified as such in the relevant Final Terms, or if none is so specified:

- (i) if the Reference Rate is SONIA, the second London Banking Day prior to the last day of each Interest Period; or
- (ii) if the Reference Rate is EURIBOR, the second TARGET Settlement Day prior to the start of each Interest Period;

**"Interest Payment Date"** means the First Interest Payment Date and any date or dates specified as such in 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 Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

**"Interest Period"** means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the First Interest Payment Date or next Interest Payment Date (as the case may be);

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

**"Last Observable Mid-Swap Rate Final Fallback"** has the meaning given in the relevant Final Terms;

**"Loss Absorption Compliant Notes"** means securities issued directly by the Issuer that:

- (i) have terms not materially less favourable to an investor than the terms of the relevant Series of Senior Notes (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and **provided that** a certification to such effect (including as to such consultation) of two Authorised Signatories shall have been delivered to the Trustee (upon which the Trustee shall be entitled to rely without further enquiry and without liability to any person) prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (1) contain terms which comply with the then applicable Loss Absorption Regulations in order to be eligible to qualify in full towards the Issuer's minimum requirements (on an individual or consolidated basis) for own funds and eligible liabilities and/or loss absorbing capacity instruments; (2) provide for the same Rate of Interest and Interest Payment Dates from time to time applying to the relevant Series of Notes; (3) rank *pari passu* with the ranking of the relevant Series of Notes; (4) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the relevant Series of Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; (5) preserve any existing rights under these Conditions to any accrued interest or other amounts which have not been paid; (6) do not contain terms which provide for interest cancellation or deferral; and (7) do not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares (other than a contractual provision recognising the UK Bail-in Power on terms substantially similar to Condition 24(C) (*Recognition of UK Bail-in Power*)); and
- (ii) if the relevant Series of Notes is listed on a stock exchange or market, are listed on (aa) the same stock exchange or market as the relevant Series of Notes, (bb) the official list of the Financial Conduct Authority and admitted to trading on the Market or (cc) any other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer;

a **"Loss Absorption Disqualification Event"** shall be deemed to have occurred in respect of a Series of Senior Notes if, as a result of any amendment to, or change in, any Loss Absorption Regulations, or any change in the application or official interpretation of any Loss Absorption Regulations, in any such case becoming effective on or after the issue date of the last Tranche of such Series of Senior Notes, either:

- (i) if "Loss Absorption Disqualification Event: Full Exclusion" is specified in the relevant Final Terms, the entire principal amount of such Series of Senior Notes; or
- (ii) if "Loss Absorption Disqualification Event: Full or Partial Exclusion" is specified in the relevant Final Terms, the entire principal amount of such Series of Senior Notes or any part thereof,

is or (in the opinion of the Issuer or the relevant Competent Authority) is likely to be excluded from the minimum requirements (whether on an individual or consolidated basis) for (aa) own funds and eligible liabilities and/or (bb) loss absorbing capacity instruments of (if the relevant Notes have previously been included in such minimum requirements of the Issuer) the Issuer and/or (if the relevant Notes have previously been included in such minimum requirements of the Group) the Group, in each case as such minimum requirements are applicable to the Issuer and/or the Group (whether on an individual or consolidated basis) and determined in accordance with, and pursuant to, the relevant Loss Absorption Regulations; **provided that** a Loss Absorption Disqualification Event shall not occur where the exclusion of the Senior Notes from the relevant minimum requirement(s) is due to the remaining maturity of such Notes being less than any period prescribed by any applicable eligibility criteria

for such minimum requirements under the relevant Loss Absorption Regulations effective with respect to the Issuer and/or the Group on the issue date of the last Tranche of the relevant Series of Senior Notes;

**"Loss Absorption Regulations"** means, at any time, the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments of the United Kingdom (including, without limitation, any provisions of the Insolvency Act 1986 or the Banking Act, in each case as amended from time to time and including any subordinate legislation made thereunder) and/or any relevant Competent Authority then in effect in the United Kingdom and applicable to the Issuer (whether on an individual or consolidated basis), including, without limitation to the generality of the foregoing, any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments adopted by any relevant Competent Authority from time to time (whether such regulations, requirements, guidelines, rules, standards or policies are applied generally or specifically to the Issuer);

**"Margin"** has the meaning given in the relevant Final Terms;

**"Market"** means the main market of the London Stock Exchange plc;

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

**"Maximum Redemption Amount"** has the meaning given in the relevant Final Terms;

**"Mid-Market Swap Rate"** means, for any Reset Period, the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Benchmark Frequency during the relevant Reset Period (calculated on the day count basis then customary for fixed rate payments in the Specified Currency) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the relevant Final Terms) (calculated on the day count basis then customary for floating rate payments in the Specified Currency);

**"Mid-Market Swap Rate Quotation"** means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

**"Mid-Swap Floating Leg Benchmark Rate"** means EURIBOR if the Specified Currency is euro or the Reference Rate as specified in the relevant Final Terms;

**"Mid-Swap Maturity"** has the meaning given in the relevant Final Terms;

**"Mid-Swap Rate"** means, in relation to a Reset Determination Date and subject to Condition 5(D) (*Fallback – Mid-Swap Rate*), either:

(i) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(a) with a term equal to the relevant Reset Period; and

(b) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(a) with a term equal to the relevant Reset Period; and

(b) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the Principal Financial Centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;

**"Minimum Redemption Amount"** has the meaning given in the relevant Final Terms;

**"Noteholder"** in the case of Bearer Notes, has the meaning given in Condition 2(B) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 2(D) (*Title to Registered Notes*);

**"Optional Redemption Amount (Call)"** means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Amount (Capital Disqualification Event)"** means, in respect of any Tier 2 Capital Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Amount (Clean-up Call)"** means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Amount (Loss Absorption Disqualification Event)"** means, in respect of any Senior Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Date (Call)"** has the meaning given in the relevant Final Terms;

**"Order"** means The Banks and Building Societies (Priorities on Insolvency) Order 2018, as the same may be amended, supplemented or replaced from time to time;

**"Original Reference Rate"** has the meaning given in Condition 9(G) (*Definitions*);

**"Payment Business Day"** means:

- (i) if the currency of payment is euro, any day (other than a Saturday, Sunday or public holiday) which is:
  - (a) a day on which (1) banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies or (2) commercial banks are open for general business (including dealings in foreign currencies) in the city where the Principal Paying Agent has its Specified Office; 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 (other than a Saturday, Sunday or public holiday) which is:
  - (a) a day on which (1) banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies or (2) commercial banks are open for general business (including dealings in foreign currencies) in the city where the Principal Paying Agent has its Specified Office; 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;

**"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;

**"Principal Financial Centre"** means, in relation to any currency, the principal financial centre for that currency **provided, however, that** in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

**"Proceedings"** has the meaning given in Condition 24(B) (*Jurisdiction*);

**"Qualifying Tier 2 Securities"** means securities issued directly by the Issuer that:

- (i) have terms not materially less favourable to an investor than the terms of the relevant Series of Tier 2 Capital Notes (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and **provided that** a certification to such effect (including as to such consultation) of two Authorised Signatories shall have been delivered to the Trustee (upon which the Trustee shall be entitled to rely without further enquiry and without liability to any person) prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (1) contain terms which comply with the then current requirements of the Competent Authority in relation to Tier 2 Capital; (2) provide for the same Rate of Interest and Interest Payment Dates from time to time applying to the relevant Series of Tier 2 Capital Notes; (3) rank *pari passu* with the ranking of the relevant Series of Tier 2 Capital Notes; (4) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the relevant Series of Tier 2 Capital Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; (5) preserve any existing rights under these Conditions to any accrued interest or other amounts which have not been paid; (6) do not contain terms which provide for interest cancellation or deferral; and (7) do not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares (other than a contractual provision recognising the UK Bail-in Power on terms substantially similar to Condition 24(C)(*Recognition of UK Bail-in Power*)); and
- (ii) if the relevant Series of Tier 2 Capital Notes is listed on a stock exchange or market, are listed on (aa) the same stock exchange or market as the relevant Series of Tier 2 Capital Notes, (bb) the official list of the Financial Conduct Authority and admitted to trading on the Market or (cc) any other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer;

**"Ranking Legislation"** means the Order and any law or regulation applicable to the Issuer which is amended by the Order, as the same may be further amended, supplemented or replaced from time to time;

**"Rate of Interest"** means (i) in the case of Notes other than Reset Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms; and (ii) in the case of Reset Notes, the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

**"Recognised Stock Exchange"** means a recognised stock exchange as defined in section 1005 of the United Kingdom Income Tax Act 2007 as the same may be amended from time to time and any provision, statute or statutory instrument replacing the same from time to time;

**"Record Date"** has the meaning given in Condition 12(F) (*Record date*);

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Events of Default), the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Clean-up Call), the Optional Redemption Amount (Loss Absorption Disqualification Event), the Optional Redemption Amount (Capital Disqualification Event) or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

**"Reference Banks"** (i) in the case of Notes other than Reset Notes, has the meaning given in the relevant Final Terms or, if none, five major banks selected by the Issuer in the market that is most closely connected with the Reference Rate; and (ii) in the case of Reset Notes, has the meaning given in the relevant Final Terms or, if none (1) in the case of the calculation of a Mid-Market Swap Rate, five major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer or (2) in the case of the calculation of a Benchmark Gilt Rate, five brokers of gilts and/or gilt-edged market makers as selected by the Issuer;

**"Reference Bond"** means for any Reset Period a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer on the advice of an investment bank or independent financial adviser of international repute as having an actual or interpolated maturity date on or about the last day of such Reset Period and that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

**"Reference Bond Dealer"** means each of five banks which are primary government securities dealers or market makers in pricing corporate bond issuances, as selected by the Issuer;

**"Reference Bond Dealer Quotations"** means, with respect to each Reference Bond Dealer and the relevant Reset Determination Date, the arithmetic mean (rounded up (if necessary) to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered yields for the Reference Bond as at the Reference Bond Relevant Time in the principal financial centre of the Specified Currency (which, if the Specified Currency is euro, shall be Frankfurt) on the relevant Reset Determination Date and quoted in writing to the Issuer by such Reference Bond Dealer;

**"Reference Bond Rate"** means, in respect of a Reset Period, the percentage rate determined on the basis of the Reference Bond Dealer Quotations provided by the Reference Bond Dealers to the Issuer at the Reference Bond Relevant Time on the Reset Determination Date in respect of that Reset Period. If at least four quotations are provided, the Reference Bond Rate will be determined by reference to the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Reference Bond Rate will be determined by reference to the arithmetic mean of the quotations provided. If only one quotation is provided, the Reference Bond Rate will be determined by reference to the rounded quotation provided. If no quotations are provided, the Reference Bond Rate will be (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the Reset Rate in respect of the immediately preceding Reset Period or (ii) in the case of the Reset Period commencing on the First Reset Date, the percentage rate specified in the relevant Final Terms as the "First Reset Period Fallback";

**"Reference Bond Relevant Time"** has the meaning given in the relevant Final Terms;

**"Reference Price"** has the meaning given in the relevant Final Terms;

**"Reference Rate"** shall mean (i) EURIBOR or (ii) SONIA, in the case of (i) for the relevant period as specified in the relevant Final Terms;

**"Regular Period"** means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period from (and including) one Interest Payment Date to (but excluding) the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is 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 Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is 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 Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

**"Regulatory Capital Requirements"** means, at any time, any requirement contained in the laws, regulations, requirements, guidelines and policies of the Competent Authority or the United Kingdom relating to capital adequacy, leverage or capital requirements and applicable to the Issuer and/or the Group (including, without limitation, the CRR);

**"Relevant Date"** means (i) in respect of any payment other than a sum to be paid by the Issuer in a Winding-Up of the Issuer, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Holders that, upon further surrender of the Certificate or Bearer Note representing such Note being made in accordance with the Conditions, such payment will be made, **provided that** payment is in fact made upon such surrender, and (ii) in respect of a sum to be paid by the Issuer in a Winding-Up of the Issuer, the date which is one day prior to the date on which an order is made or a resolution is passed for the winding-up or, in the case of an administration, one day prior to the date on which any dividend is distributed;

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

"**Relevant Jurisdiction**" means the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal, premium (if any) and/or interest on the Notes;

"**Relevant Nominating Body**" has the meaning given in Condition 9(G) (*Definitions*);

"**Relevant Screen Page**" means the page, section or other part of a particular information service (or any successor or replacement 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;

"**Reset Date**" means the First Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, unless otherwise specified in the relevant Final Terms, the second Business Day prior to each relevant Reset Date;

"**Reset Maturity Initial Mid-Swap Rate Final Fallback**" has the meaning given in the relevant Final Terms;

"**Reset Note**" means a Note which bears interest at a rate of interest which is recalculated at specified intervals;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Period Maturity Initial Mid-Swap Rate**" has the meaning given in the relevant Final Terms;

"**Reset Rate**" means (i) if "Mid-Swap Rate" is specified in the relevant Final Terms, the relevant Mid-Swap Rate; (ii) if "Benchmark Gilt Rate" is specified in the relevant Final Terms, the relevant Benchmark Gilt Rate; or (iii) if "Reference Bond" is specified in the relevant Final Terms, the relevant Reference Bond Rate;

"**Secondary non-preferential debts**" has the meaning given to it in the Ranking Legislation;

"**Senior Claims**" means the aggregate amount of all claims admitted in a Winding-Up of the Issuer in respect of creditors of the Issuer (a) who are unsubordinated creditors of the Issuer including, for the avoidance of doubt, holders of Senior Notes of the Issuer; (b) whose claims are or are expressed to be subordinated to the claims of other creditors of the Issuer (other than those whose claims are in respect of obligations which constitute, or would but for any applicable limitation on the amount of such capital, constitute, Tier 1 Capital or Tier 2 Capital or whose claims rank or are expressed to rank *pari passu* with, or junior to, the claims of Holders in respect of the Tier 2 Capital Notes of the Issuer or related Coupons); and (c) whose claims are in respect of Secondary non-preferential debts;

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

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

"**Specified Office**" has the meaning given in the Agency Agreement;

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

"**Subsequent Margin**" means the margin(s) specified as such in the relevant Final Terms;

"**Subsequent Reset Date**" means the date or dates specified in the relevant Final Terms;

"**Subsequent Reset Period**" means the period from (and including) the first Subsequent Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 5(D) (*Fallback – Mid-Swap Rate*) and 5(E) (*Fallback – Benchmark Gilt Rate*) (as applicable), the rate of interest

determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Rate and the relevant Subsequent Margin (with such sum converted (if necessary) from a basis equivalent to the Benchmark Frequency to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes during the relevant Subsequent Reset Period (such calculation to be made by the Calculation Agent));

**"Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback"** has the meaning given in the relevant Final Terms;

**"Subsequent Reset Rate Mid-Swap Rate Final Fallback"** has the meaning given in the relevant Final Terms;

**"Substitute Issuer"** has the meaning given in Condition 18(C) (*Substitution*);

**"Successor Rate"** has the meaning given in Condition 9(G) (*Definitions*);

**"Supervisory Permission"** means, in relation to any action, such supervisory permission (or, as appropriate, waiver or non-objection) (if any) as is required therefor under the then prevailing Regulatory Capital Requirements and/or (in the case of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies) the Loss Absorption Regulations;

**"Talon"** means a talon for further Coupons;

**"T2"** means the real time gross settlement system operated by the Eurosystem, or any successor or replacement to that system;

**"TARGET Settlement Day"** means any day on which the T2 is open for the settlement of payments in euro;

**"Tax Event"** is deemed to have occurred if, as a result of a Tax Law Change:

- (i) in making any payments on the Notes, the Issuer has paid or will or would on the next payment date be required to pay Additional Amounts; or
- (ii) the Issuer is no longer, or will no longer be, entitled to claim a deduction in respect of any payments in respect of the Notes in computing its taxation liabilities or the amount of such deduction is reduced; or
- (iii) the Notes are, or will be, prevented from being treated as loan relationships for United Kingdom tax purposes; or
- (iv) the Issuer is not, or will not be, able to have losses or deductions set against the profits or gains, or profits or gains offset by the losses or deductions, of companies with which it is or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the issue date of the last Tranche of the relevant Series of the Notes or any similar system or systems having like effect as may from time to time exist); or
- (v) the Notes or any part thereof are, or will be, treated as a derivative or an embedded derivative for United Kingdom tax purposes,

and, in any such case, the Issuer could not avoid the foregoing by taking measures reasonably available to it;

**"Tax Law Change"** means a change in or proposed change in, or amendment or proposed amendment to, the laws or regulations of a Relevant Jurisdiction, including any treaty to which such Relevant Jurisdiction is a party, or any change in the application of official or generally published interpretation of such laws, including a decision of any court or tribunal, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position in relation to similar transactions or which differs from any specific written statements made by a tax authority regarding the anticipated tax treatment of the Notes, which change or amendment (x) (subject to (y)) becomes, or would become, effective on or after the issue date of the last Tranche of Notes of the relevant Series, or (y) in the case of a change or proposed change in law, if such change is enacted (or, in the case of a proposed change, is expected to be enacted), on or after the issue date of the last Tranche of Notes of the relevant Series;

**"Tier 1 Capital"** has the meaning given to it from time to time in the Regulatory Capital Requirements;

**"Tier 2 Capital"** has the meaning given to it from time to time in the Regulatory Capital Requirements;

**"Winding-Up"** means if:

- (i) an order is made, or an effective resolution is passed, for the winding-up of the Issuer (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation, the terms of which reorganisation, reconstruction or amalgamation have previously been approved in writing by the Trustee or an Extraordinary Resolution and do not provide that the Notes thereby become redeemable or repayable in accordance with these Conditions);
- (ii) following the appointment of an administrator of the Issuer, such administrator gives notice that it intends to declare and distribute a dividend; or
- (iii) liquidation or dissolution of the Issuer or any procedure similar to that described in paragraph (i) or (ii) of this definition is commenced in respect of the Issuer, including any bank insolvency procedure or bank administration procedure pursuant to the Banking Act; and

**"Zero Coupon Note"** means a Note specified as such in the relevant Final Terms.

## 1.1 Interpretation

In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, (in the case of Senior Notes unless the relevant Final Terms expressly specifies "Senior Notes: Gross-up of principal" as "Not Applicable" only) any Additional Amounts in respect of principal which may be payable under Condition 13 (*Taxation*) or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed or any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any Additional Amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed or any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being "outstanding" shall be construed in accordance with the Trust Deed; and
- (vii) if an expression is stated in Condition 1(A) (*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 Notes.

## 2. Form, Denomination, Title and Transfer

### (A) Bearer Notes

Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.

### (B) Title to Bearer Notes

Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, "**Holder**" means the holder of such Bearer Note and "Noteholder" and "Couponholder" shall be construed accordingly.

(C) **Registered Notes**

Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

(D) **Title to Registered Notes**

The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, "**Holder**" means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.

(E) **Ownership**

The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Notes, on the Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such Holder.

(F) **Transfers of Registered Notes**

Subject to Conditions 2(J) (*Closed periods*) and 2(K) (*Regulations concerning transfers and registration*), a Registered Note may be transferred in whole or in part upon the surrender of the relevant Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Registered Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Certificate are the subject of the transfer, a new Certificate in respect of the balance of the Registered Notes will be issued to the transferor and in any case a further new Certificate will be issued to the transferee in respect of the part transferred.

(G) **Exercise of Options or Partial Redemption in Respect of Registered Notes**

In the case of an exercise of an Issuer's option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the Holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(H) **Registration and delivery of Certificates**

Within three business days of the surrender of a Certificate in accordance with Condition 2(F) (*Transfers of Registered Notes*), the Registrar will register the transfer in question and deliver a new Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 2(H) (*Registration and delivery of Certificates*), "business day" means a day on which commercial banks and foreign exchange markets settle payments generally in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

(I) **No charge**

The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may

require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(J) **Closed periods**

No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 days ending on (and including) the due date for redemption of that Note, (ii) after the Notes have been called for redemption, or (iii) during the period of seven days ending on (and including) any Record Date.

(K) **Regulations concerning transfers and registration**

All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

(L) **No exchange**

Registered Notes may not be exchanged for Bearer Notes and Bearer Notes may not be exchanged for Registered Notes.

3. **Status**

The Notes are either senior Notes ("**Senior Notes**") or tier 2 capital Notes ("**Tier 2 Capital Notes**"), as specified in the relevant Final Terms.

(A) **Senior Notes**

The Senior Notes (and the Coupons relating thereto, if any) constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and constitute ordinary non-preferential debt of the Issuer for the purposes of the Ranking Legislation. The Senior Notes and any Coupons relating thereto rank *pari passu* without any preference among themselves.

The Issuer and, by virtue of its holding of any Senior Note or any beneficial interest therein, each Holder of a Senior Note and each Holder of a Coupon relating to a Senior Note acknowledge and agree that the Senior Notes and any such Coupons rank *pari passu* with all other outstanding unsecured and unsubordinated deposits with, and loans to, the Issuer, present or future (other than obligations of the Issuer which rank or are expressed to rank junior to the Senior Notes and other than such deposits, loans or other obligations of the Issuer which are given priority pursuant to applicable statutory provisions), save only where the Ranking Legislation provides otherwise for ordinary non-preferential debt generally, in which case the Senior Notes and such Coupons will rank as provided in the Ranking Legislation for ordinary non-preferential debt generally.

(B) **Tier 2 Capital Notes**

The Tier 2 Capital Notes (and the Coupons relating thereto, if any) constitute direct and unsecured obligations of the Issuer and constitute tertiary non-preferential debt of the Issuer for the purposes of the Ranking Legislation. Subject to the Ranking Legislation, the Tier 2 Capital Notes and any Coupons relating thereto rank junior to the Senior Notes of the Issuer and in each case any Coupons relating thereto. The Tier 2 Capital Notes of the Issuer rank *pari passu* without any preference among themselves.

The Issuer and, by virtue of its holding of any Tier 2 Capital Note or any beneficial interest therein, each Holder of a Tier 2 Capital Note and each Holder of a Coupon relating to a Tier 2 Capital Note acknowledge and agree that if a Winding-Up of the Issuer occurs, the rights and claims of the Holders and the Couponholders (and the Trustee on their behalf) against the Issuer in respect of, or arising under, each Tier 2 Capital Note (and the Coupons relating thereto, if any) shall be for (in lieu of any other payment by the Issuer) an amount equal to the principal amount of the relevant Tier 2 Capital Note or any related Coupon, together with, to the extent not otherwise included within the foregoing, any other amounts attributable to such Tier 2 Capital Note or any related Coupon, including any accrued and unpaid interest thereon and any damages awarded for breach of any obligations in respect of such Tier 2 Capital Note or any related Coupon, **provided however that** such rights and claims shall be subordinated as provided in this Condition 3(B) (*Tier 2 Capital Notes*) and in the Trust Deed to all Senior Claims but shall rank:

- (a) at least *pari passu* with the claims of holders of all other subordinated obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital and all obligations of the Issuer which rank, or are expressed to rank, *pari passu* therewith; and
- (b) in priority (x) to the claims of holders of all undated or perpetual subordinated obligations of the Issuer and any other obligations of the Issuer which rank or are expressed to rank junior to the Notes (including all subordinated obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute Tier 1 Capital) and (y) to the claims of holders of all classes of share capital of the Issuer.

(C) **No set-off**

The provisions of this Condition 3(C) (*No set-off*) shall have effect in relation to (i) any Series of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies and (ii) each Series of Tier 2 Capital Notes.

Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with any Notes, any related Coupons or the Trust Deed and each Holder shall, by virtue of his holding of any Note or Coupon, be deemed, to the extent permitted under applicable law, to have waived all such rights of set-off, compensation or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder by the Issuer in respect of, or arising under or in connection with any Notes or any related Coupons is discharged by set-off, such Holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer (as the case may be)) and accordingly any such discharge shall be deemed not to have taken place.

(D) **Trustee Expenses**

Nothing in this Condition 3 (*Status*) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

4. **Fixed Rate Note Provisions**

(A) **Application**

This Condition 4 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(B) **Accrual of interest**

The Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Conditions 11 (*Payments – Bearer Notes*) and 12 (*Payments – Registered Notes*) (as applicable). Each Note will cease to bear interest from (and including) the due date for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 4 (*Fixed Rate Note Provisions*) (as well after as before judgment) up to (but excluding) the Relevant Date.

(C) **Fixed Coupon Amount**

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination. Payments of interest on any Interest Payment Date will, if so specified in the relevant Final Terms, amount to the Broken Amount so specified.

(D) **Calculation of interest amount**

The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting 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 Note 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.

5. **Reset Note Provisions**

(A) **Application**

This Condition 5 (*Reset Note Provisions*) is applicable to the Notes only if the Reset Note Provisions are specified in the relevant Final Terms as being applicable.

(B) **Accrual of interest**

The Notes bear interest:

- (i) from (and including) the Interest Commencement Date specified in the relevant Final Terms to (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest;
- (ii) from (and including) the First Reset Date to (but excluding) the first Subsequent Reset Date or, if a Subsequent Reset Date is not specified in the relevant Final Terms, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and
- (iii) for each Subsequent Reset Period thereafter (if any), at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date, subject as provided in Conditions 11 (*Payments – Bearer Notes*) and 12 (*Payments – Registered Notes*) (as applicable). Each Note will cease to bear interest from (and including) the due date for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (*Reset Note Provisions*) (as well after as before judgment) up to (but excluding) the Relevant Date.

(C) **Rate of Interest**

The Rate of Interest applicable for each Reset Period shall, subject to Condition 9 (*Benchmark Discontinuation*), be determined by the Calculation Agent at or as soon as practicable after each time at which the Rate of Interest is to be determined on each Reset Determination Date. The Interest Amount payable on the Notes shall be calculated in accordance with the provisions for calculating amounts of interest in Condition 4 (*Fixed Rate Note Provisions*) and, for such purposes, Condition 4 (*Fixed Rate Note Provisions*) shall be construed accordingly.

(D) **Fallback – Mid-Swap Rate**

Where the Reset Rate is specified as "Mid-Swap Rate" in the relevant Final Terms and if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Issuer shall request each of the Reference Banks to provide the Issuer with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the Principal Financial Centre of the Specified Currency on the Reset Determination Date in question. The Issuer will advise the Calculation Agent of any such Mid-Market Swap Rate Quotations received by it.

If two or more of the Reference Banks provide the Issuer with Mid-Market Swap Rate Quotations on the Reset Determination Date, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable) (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent)).

If only one of the Reference Banks provides the Issuer with a Mid-Market Swap Rate Quotation on the Reset Determination Date, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the Reset Period shall be the sum of such Mid-Market Swap Rate Quotation and the First Margin or Subsequent Margin (as applicable) (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent)).

If on any Reset Determination Date none of the Reference Banks provides the Issuer with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 5(D) (*Fallback – Mid-Swap Rate*):

- (i) in the case of the first Reset Determination Date only, the First Reset Rate of Interest shall be equal to the sum of:
  - (a) if Initial Mid-Swap Rate Final Fallback is specified in the relevant Final Terms as being applicable, (aa) the Initial Mid-Swap Rate and (bb) the First Margin (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent));
  - (b) if Reset Maturity Initial Mid-Swap Rate Final Fallback is specified in the relevant Final Terms as being applicable, (aa) the Reset Period Maturity Initial Mid-Swap Rate and (bb) the First Margin (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent)); or
  - (c) if Last Observable Mid-Swap Rate Final Fallback is specified in the relevant Final Terms as being applicable, (aa) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (bb) the First Margin (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent)),

**provided that** (in the case of an issue of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies or Tier 2 Capital Notes) if the application of (i)(b) or (i)(c) could, in the determination of the Issuer, reasonably be expected to prejudice the qualification of the relevant Series of Tier 2 Capital Notes as Tier 2 Capital or the relevant Series of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies as eligible liabilities or loss absorbing capacity instruments for the purposes of the Loss Absorption Regulations, then (i)(a) above will apply; or

- (ii) in the case of any Reset Determination Date other than the first Reset Determination Date, the Subsequent Reset Rate of Interest shall be equal to the sum of:
  - (a) if Subsequent Reset Rate Mid-Swap Rate Final Fallback is specified in the relevant Final Terms as being applicable, (aa) the Mid-Swap Rate determined on the last preceding Reset Determination Date and (bb) the Subsequent Margin (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent)); or
  - (b) if Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback is specified in the relevant Final Terms as being applicable, (aa) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (bb) the Subsequent Margin (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the relevant Notes (such calculation to be made by the Calculation Agent)),

**provided that** (in the case of an issue of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies or Tier 2 Capital Notes) if the application of this paragraph (ii)(b), in the determination of the Issuer, could reasonably be expected to prejudice the qualification of the relevant Series of Tier 2 Capital Notes as Tier 2 Capital or the relevant Series of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies as eligible liabilities or loss absorbing capacity instruments for the purposes of the Loss Absorption Regulations, then (ii)(a) above will apply,

all as determined by the Calculation Agent in accordance with the provisions set out above.

(E) **Fallback – Benchmark Gilt Rate**

Where the Reset Rate is specified as "Benchmark Gilt Rate" in the relevant Final Terms and where no quotations with respect to the Benchmark Gilt are provided by the relevant Reference Banks, the Benchmark Gilt Rate will be: (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the Reset

Rate in respect of the immediately preceding Reset Period or (ii) in the case of the Reset Period commencing on the First Reset Date, an amount specified in the relevant Final Terms as the "First Reset Period Fallback".

(F) **Publication**

The Calculation Agent will cause each Rate of Interest determined by it and any other amount(s) required to be determined by it together with the relevant payment date(s) to be notified to the Issuer, the Paying Agents and the Trustee as soon as possible after such determination but in any event not later than the fourth Business Day thereafter and the Issuer shall thereafter notify, as soon as possible, each competent authority and/or stock exchange by which the Notes have then been admitted to listing and/or trading and, in accordance with Condition 21 (*Notices*), the Holders.

(G) **Notifications etc.**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5 (*Reset Note Provisions*) by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Calculation Agent, the Trustee, the Paying Agents, the Registrar, the Transfer Agents and all Holders and no liability to the Holders, Couponholders or (in the absence of wilful default or gross negligence) the Issuer shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

6. **Floating Rate Note Provisions**

(A) **Application**

This Condition 6 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(B) **Accrual of interest**

The Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Conditions 11 (*Payments – Bearer Notes*) and 12 (*Payments – Registered Notes*) (as applicable). Each Note will cease to bear interest from (and including) the due date for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Floating Rate Note Provisions*) (as well after as before judgment) up to (but excluding) the Relevant Date.

(C) **Screen Rate Determination – Floating Rate Notes other than Floating Rate Notes referencing SONIA**

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and the relevant Final Terms do not specify that the Reference Rate is SONIA, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent, subject to Condition 9 (*Benchmark Discontinuation*), on the following basis:

- (i) if the Reference Rate 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 Interest Determination Date;
- (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
  - (a) one rate shall be determined as if the period of time designated in the Reference Rate were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
  - (b) the other rate shall be determined as if the period of time designated in the Reference Rate were the period of time for which rates are available next longer than the length of the relevant Interest Period,

**provided, however, that** if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the period of time designated in the Reference Rate, then the Calculation

Agent shall determine such rate at such time and by reference to such sources as it determines appropriate;

- (iii) 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 Interest Determination Date;
- (iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (iii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable:
  - (a) the Issuer shall request each of the Reference Banks to provide to it (and the Issuer will advise the Calculation Agent of any such quotations received) a quotation of the Reference Rate as at approximately the Relevant Time on the Interest 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) the Calculation Agent shall determine the arithmetic mean of such quotations received by it from the Issuer; and
- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by and provided to the Issuer, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest 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 Interest Period, the Rate of Interest applicable to the Notes during such Interest 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 Notes in respect of a preceding Interest Period or, in the absence of a preceding Interest Period, the Rate of Interest applicable to the Notes during such Interest Period shall be the Initial Rate of Interest (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest specified in the relevant Final Terms is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

(D) **Screen Rate Determination – Floating Rate Notes Referencing SONIA (Non-Index Determination)**

Where (i) Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, (ii) the relevant Final Terms specify that the Reference Rate is SONIA and (iii) Index Determination is specified as "Not Applicable" in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 9 (*Benchmark Discontinuation*) and as provided below, be Compounded Daily SONIA plus or minus (as indicated in the relevant Final Terms) the applicable Margin.

**"Compounded Daily SONIA"** means with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) as at the relevant Interest Determination Date, as follows:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"d" is the number of calendar days in:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**d<sub>o</sub>**" means:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of London Banking Days in the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of London Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the first London Banking Day in the relevant Interest Period to, and including, the last London Banking Day in the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the first London Banking Day in the relevant Observation Period to, and including, the last London Banking Day in the relevant Observation Period;

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n<sub>i</sub>**", for any London Banking Day "**i**", means the number of calendar days from and including such London Banking Day "**i**" up to but excluding the following London Banking Day;

"**Observation Period**" means the period from and including the date falling "**p**" London Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling "**p**" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of London Banking Days in the Observation Look-Back Period specified in the relevant Final Terms (or, if no such number is specified five London Banking Days);
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of London Banking Days included in the Observation Shift Period specified in the relevant Final Terms (or, if no such number is specified five London Banking Days).

the "**SONIA reference rate**", in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average (SONIA) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day); and

"**SONIA<sub>i-pLBD</sub>**" means:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, in respect of any London Banking Day "**i**", the SONIA reference rate for the London Banking Day falling "**p**" London Banking Days prior to such London Banking Day "**i**"; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, in respect of any London Banking Day "**i**", the SONIA reference rate for that day.

If, in respect of any London Banking Day, the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) determines that the SONIA reference rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA reference rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**")

prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads).

If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), **provided, however, that** if the Notes are Fixed/Floating Rate Notes for which no Rate of Interest has yet been determined under this Condition 6 (*Floating Rate Note Provisions*), the Rate of Interest applicable to the Notes during such Interest Period will be the rate applicable to the Notes in respect of the preceding Interest Period for which Condition 4 (*Fixed Rate Note Provisions*) applied.

If the relevant Series of Notes become due and payable in accordance with Condition 14 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.

(E) **Screen Rate Determination – Floating Rate Notes Referencing SONIA (Index Determination)**

Where (i) Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, (ii) the relevant Final Terms specify that the Reference Rate is SONIA and (iii) Index Determination is specified as "Applicable" in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 9 (*Benchmark Discontinuation*) and as provided below, be the SONIA Compounded Index Rate plus or minus (as indicated in the relevant Final Terms) the applicable Margin.

"**SONIA Compounded Index Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the Interest Determination Date in accordance with the following formula:

$$\left( \frac{\text{SONIA Compounded Index}_{END}}{\text{SONIA Compounded Index}_{START}} - 1 \right) \times \frac{365}{d}$$

where:

"**London Banking Day**" and "**Observation Period**" have the meanings set out under Condition 6(D) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Non-Index Determination)*);

"**d**" means the number of calendar days in the relevant Observation Period;

"**p**" means the number of London Banking Days included in the SONIA Compounded Index Observation Shift Period specified in the relevant Final Terms (or, if no such number is specified, five London Banking Days);

"**SONIA Compounded Index**" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

"**SONIA Compounded Index<sub>START</sub>**" means, with respect to an Interest Period, the SONIA Compounded Index Value on the first day of the relevant Observation Period;

"**SONIA Compounded Index<sub>END</sub>**" means the SONIA Compounded Index Value on the last day of the relevant Observation Period; and

"**SONIA Compounded Index Value**" means, in relation to any London Banking Day, the value of the SONIA Compounded Index as published on the Relevant Screen Page on such London Banking Day or, if the value of the SONIA Compounded Index cannot be obtained from the Relevant Screen Page, as published on the Bank of England's website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) in respect of the relevant London Banking Day.

Subject to Condition 9 (*Benchmark Discontinuation*), if the SONIA Compounded Index Value is not available in relation to any Interest Period on the Relevant Screen Page or the Bank of England's website (or such other page or website referred to in the definition of "*SONIA Compounded Index Value*" above) for the determination of either or both of SONIA Compounded Index<sub>START</sub> and SONIA Compounded Index<sub>END</sub>, the Rate of Interest for such Interest Period shall be "Compounded Daily SONIA" determined as set out in Condition 6(D) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Non-Index Determination)*) above plus or minus (as indicated in the relevant Final Terms) the applicable Margin and as if Index Determination were specified in the relevant Final Terms as being "Not Applicable", and for these purposes: (A) (i) the "Observation Method" shall be deemed to be "Observation Shift" and (ii) the "Observation Shift Period" shall be deemed to be equal to the "SONIA Compounded Index Observation Shift Period", as if those alternative elections had been made in the relevant Final Terms; and (B) the "Relevant Screen Page" shall be deemed to be the "Relevant Fallback Screen Page" specified in the relevant Final Terms.

If the relevant Series of Notes become due and payable in accordance with Condition 14 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.

(F) **Maximum or Minimum Rate of Interest**

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise specified in the relevant Final Terms, the Minimum Rate of Interest shall be zero.

(G) **Calculation of Interest Amount**

The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting 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 Note 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.

(H) **Publication**

The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer, the Paying Agents and the Trustee and the Issuer shall notify each competent authority and/or stock exchange on which the Notes are for the time being admitted to listing and/or trading as soon as possible after such determination but in any event not later than the fourth Business Day thereafter. Notice thereof shall also be given to the Noteholders by the Issuer in accordance with Condition 21 (*Notices*) as soon as possible after the determination or calculation thereof. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. Any such recalculation will promptly be notified to each competent authority and/or stock exchange on which the Notes are for the time being admitted to listing and/or trading and to the Noteholders in accordance with Condition 21 (*Notices*). If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each

Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

(I) **Notifications etc.**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (*Floating Rate Note Provisions*) by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Calculation Agent, the Trustee, the Paying Agents, the Registrar, the Transfer Agents and all Holders and no liability to the Holders, Couponholders or (in the absence of wilful default or gross negligence) the Issuer shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

7. **Zero Coupon Note Provisions**

(A) **Application**

This Condition 7 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(B) **Late payment on Zero Coupon Notes**

If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the issue date of the first Tranche of the relevant Series of Notes to (but excluding) whichever is the earlier of (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day which is seven days after the Principal Paying Agent or the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

8. **Fixed/Floating Rate Notes**

(A) **Application**

This Condition 8 (*Fixed/Floating Rate Notes*) is applicable to the Notes only if the Fixed Rate Note Provisions and the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(B) **Fixed/Floating Rate**

The Issuer may issue Notes (i) that the Issuer may elect to convert on the date set out in the relevant Final Terms from a Fixed Rate Note to a Floating Rate Note, or from a Floating Rate Note to a Fixed Rate Note or (ii) that will automatically change from a Fixed Rate Note to a Floating Rate Note, or from a Floating Rate Note to a Fixed Rate Note on the date set out in the relevant Final Terms, in either case, as set out in the relevant Final Terms.

9. **Benchmark Discontinuation**

This Condition 9 (*Benchmark Discontinuation*) applies to Floating Rate Notes and to Reset Notes.

(A) **Independent Adviser**

Notwithstanding the fallback provisions provided for in Condition 5(D) (*Fallback – Mid-Swap Rate*), Condition 5(E) (*Fallback – Benchmark Gilt Rate*), Condition 6(C) (*Screen Rate Determination – Floating Rate Notes other than Floating Rate Notes referencing SONIA*), Condition 6(D) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Non-Index Determination)*) or Condition 6(E) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Index Determination)*), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to advise (in good faith and in a commercially reasonable manner)

the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 9(B) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 9(C) (*Adjustment Spread*)) and any Benchmark Amendments (in accordance with Condition 9(D) (*Benchmark Amendments*)). If the Issuer is unable to appoint an Independent Adviser, the Issuer may determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 9(B) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 9(C) (*Adjustment Spread*)) and any Benchmark Amendments (in accordance with Condition 9(D) (*Benchmark Amendments*)).

In making any such determination, the Issuer shall act in good faith and in a commercially reasonable manner. In the absence of fraud, the Issuer and the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it and for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 9 (*Benchmark Discontinuation*).

If the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate and, in either case, an Adjustment Spread in accordance with this Condition 9 (*Benchmark Discontinuation*) prior to the relevant Interest Determination Date or Reset Determination Date (as applicable), the Rate of Interest applicable to the next succeeding Interest Period or Reset Period (as applicable) shall be (i) that determined as at the immediately preceding Interest Determination Date or Reset Determination Date, as applicable, (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period or Reset Period, as applicable, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period or Reset Period, as applicable), or (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Notes, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Period, or (iv) if there is no such preceding Reset Determination Date, the Initial Rate of Interest. For the avoidance of doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 9 (*Benchmark Discontinuation*).

**(B) Successor Rate or Alternative Rate**

If the Issuer, following consultation with the Independent Adviser (if any), determines that:

- (i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 9 (*Benchmark Discontinuation*)); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 9 (*Benchmark Discontinuation*)).

**(C) Adjustment Spread**

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be), including for each subsequent determination of a relevant Rate of Interest (or any component part(s) thereof) by reference to such Successor Rate or Alternative Rate (as applicable) subject to the subsequent operation of this Condition 9 (*Benchmark Discontinuation*).

If the Issuer, following consultation with the Independent Adviser (if any), is unable to determine the Adjustment Spread (or the formula or methodology for determining such Adjustment Spread) then the fallback provisions described in the final sub-paragraph of Condition 9(A) (*Independent Adviser*) shall apply. For the avoidance of

doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period, and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first sub-paragraph of Condition 9(A) (*Independent Adviser*).

(D) **Benchmark Amendments**

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 9 (*Benchmark Discontinuation*) and the Issuer, following consultation with the Independent Adviser (if any), determines (i) that amendments to these Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 9(E) (*Notices, etc.*), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, the Calculation Agent and the Principal Paying Agent of a certificate signed by two Authorised Signatories of the Issuer pursuant to Condition 9(E) (*Notices, etc.*), the Trustee, the Calculation Agent and the Principal Paying Agent shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to concur with the Issuer and use reasonable endeavours to effect any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed) and the Trustee, the Calculation Agent and the Principal Paying Agent shall not be liable to any party for any consequences thereof, **provided that** the Trustee, the Calculation Agent and the Principal Paying Agent shall not be obliged so to concur or use such endeavours if in the opinion of the Trustee, the Calculation Agent and the Principal Paying Agent (as applicable) doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in these Conditions and/or any documents to which it is a party (including, for the avoidance of doubt, any supplemental trust deed) in any way. For the avoidance of doubt, no Noteholder or Couponholders consent shall be required in connection with effecting any Benchmark Amendments or such other changes, including for the execution of any documents, amendments or other steps by the Issuer, the Trustee, the Calculation Agent or the Principal Paying Agent (if required).

In connection with any such variation in accordance with this Condition 9(D) (*Benchmark Amendments*) the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 9 (*Benchmark Discontinuation*), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected either (i) to prejudice the qualification of the Notes as Tier 2 Capital of the Issuer and/or as eligible liabilities or loss absorbing capacity instruments for the purposes of the Loss Absorption Regulations or (ii) (in the case of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies) to result in the relevant Competent Authority treating the Interest Payment Date or Reset Date, as the case may be, as the effective maturity date of the Notes, rather than the relevant Maturity Date for the purposes of the Loss Absorption Regulations (if applicable).

(E) **Notices, etc.**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 9 (*Benchmark Discontinuation*) will be notified promptly by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 21 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee, the Calculation Agent and the Principal Paying Agent of the same, the Issuer shall deliver to the Trustee, the Calculation Agent and the Principal Paying Agent a certificate signed by two Authorised Signatories of the Issuer:

- (i) confirming (A) that a Benchmark Event has occurred, (B) the Successor Rate or, as the case may be, the Alternative Rate and, (C) the applicable Adjustment Spread and/or (D) the specific terms of the

Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 9 (*Benchmark Discontinuation*); and

- (ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Trustee, the Principal Paying Agent, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. For the avoidance of doubt, each of the Trustee, the Calculation Agent and the Principal Paying Agent shall not be liable to the Holders or any other such person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, Calculation Agent's and Paying Agents' respective abilities to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent, the Paying Agents and the Noteholders and Couponholders.

(F) **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 9(A) (*Independent Adviser*), Condition 9(B) (*Successor Rate or Alternative Rate*), Condition 9(C) (*Adjustment Spread*) and Condition 9(D) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 5(D) (*Fallback – Mid-Swap Rate*), Condition 5(E) (*Fallback – Benchmark Gilt Rate*), Condition 6(C) (*Screen Rate Determination – Floating Rate Notes other than Floating Rate Notes referencing SONIA*), Condition 6(D) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Non-Index Determination)*) or Condition 6(E) (*Screen Rate Determination – Floating Rate Notes Referencing SONIA (Index Determination)*), as the case may be, will continue to apply unless and until a Benchmark Event has occurred and the Trustee has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 9(E) (*Notices, etc.*).

(G) **Definitions**

As used in this Condition 9 (*Benchmark Discontinuation*):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate)
- (ii) the Issuer, following consultation with the Independent Adviser (if any), determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions which reference the Original Reference Rate to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Issuer, following consultation with the Independent Adviser (if any), determines that no such spread is customarily applied)
- (iii) the Issuer, following consultation with the Independent Adviser (if any), determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Issuer, following consultation with the Independent Adviser (if any), determines that no such industry standard is recognised or acknowledged)
- (iv) the Issuer, following consultation with the Independent Adviser (if any), determines to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Issuer, following consultation with the Independent Adviser (if any), determines in accordance with Condition 9(B) (*Successor Rate or Alternative Rate*) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes;

"**Benchmark Amendments**" has the meaning given to it in Condition 9(D) (*Benchmark Amendments*);

**"Benchmark Event"** means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (ii) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be no longer representative of an underlying market; or
- (vi) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

**provided that** the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement and, in each case, not the date of the relevant public statement;

**"Independent Adviser"** means an independent financial institution of international repute or an independent financial adviser with appropriate experience appointed by the Issuer at its own expense under Condition 9(A) (*Independent Adviser*) and notified in writing to the Trustee;

**"Original Reference Rate"** means the originally-specified benchmark or screen rate (or any relevant component part(s) thereof) (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes or, if applicable, any other successor or alternative rate (or any component part thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 9 (*Benchmark Discontinuation*);

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (bb) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (cc) a group of the aforementioned central banks or other supervisory authorities or (dd) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## 10. **Redemption and Purchase**

### (A) **Scheduled redemption**

Unless previously redeemed, or purchased and cancelled or (pursuant to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*), Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*), Condition 10(O) (*Substitution and Variation of Tier 2 Capital Notes*) or Condition 10(P) (*Substitution and Variation of Senior Notes*)) substituted,

the Notes will be redeemed at their Final Redemption Amount, together with accrued and unpaid interest, on the Maturity Date, subject as provided in Conditions 11 (*Payments – Bearer Notes*) and 12 (*Payments – Registered Notes*) (as applicable).

**(B) Redemption at the option of the Issuer**

Subject to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) in the case of Tier 2 Capital Notes or Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) in the case of Senior Notes (if applicable), if Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the Optional Redemption Amount (Call) (together with any accrued but unpaid interest to (but excluding) the relevant Optional Redemption Date (Call)), **provided that** the Issuer provides not less than 30 days' nor more than 60 days' prior notice (or such other notice period as may be specified in the relevant Final Terms) to the Principal Paying Agent, the Registrar (if applicable), the Trustee and the Noteholders in accordance with Condition 21 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Upon the expiry of any such notice as is referred to in this Condition 10(B) (*Redemption at the option of the Issuer*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(B) (*Redemption at the option of the Issuer*).

**(C) Redemption for Tax Event**

Subject to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) in the case of Tier 2 Capital Notes, Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) in the case of Senior Notes (if applicable) or Condition 10(N) (*Pre-condition to Redemption of Senior Notes*) in the case of Senior Notes (if applicable), if a Tax Event has occurred, the Notes may be redeemed at the option of the Issuer in whole, but not in part, (if the Notes are Floating Rate Notes) on the next Interest Payment Date or (if the Notes are not Floating Rate Notes) at any time at their Early Redemption Amount (Tax), together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, **provided that** the Issuer provides not less than 30 days' nor more than 60 days' prior notice to the Principal Paying Agent, the Registrar (if applicable), the Trustee and the Noteholders in accordance with Condition 21 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Upon the expiry of any such notice as is referred to in this Condition 10(C) (*Redemption for Tax Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(C) (*Redemption for Tax Event*).

**(D) Redemption for Capital Disqualification Event**

In the case of any Series of Tier 2 Capital Notes only and subject to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*), if a Capital Disqualification Event has occurred, the Issuer may, at its option, redeem the Tier 2 Capital Notes, in whole but not in part, (if the Notes are Floating Rate Notes) on the next Interest Payment Date or (if the Notes are not Floating Rate Notes) at any time at the relevant Optional Redemption Amount (Capital Disqualification Event), together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, **provided that** the Issuer provides not less than 30 days' nor more than 60 days' prior notice to the Principal Paying Agent, the Registrar (if applicable), the Trustee and the Holders of the Tier 2 Capital Notes in accordance with Condition 21 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Upon the expiry of any such notice as is referred to in this Condition 10(D) (*Redemption for Capital Disqualification Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(D) (*Redemption for Capital Disqualification Event*).

**(E) Redemption for Loss Absorption Disqualification Event**

This Condition 10(E) (*Redemption for Loss Absorption Disqualification Event*) applies in respect of all Series of Senior Notes except for any Series where "*Senior Notes: Loss Absorption Disqualification Event Redemption*" is expressly specified to be "Not Applicable" in the relevant Final Terms.

Subject to Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*), if Loss Absorption Disqualification Call is specified in the relevant Final Terms as being applicable and a Loss Absorption Disqualification Event has occurred, the Issuer may, at its option, redeem the relevant Series of Notes, in whole but not in part, (if the Notes are Floating Rate Notes) on the next Interest Payment Date or (if the Notes

are not Floating Rate Notes) at any time at the relevant Optional Redemption Amount (Loss Absorption Disqualification Event), together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, **provided that** the Issuer provides not less than 30 days' nor more than 60 days' prior notice to the Principal Paying Agent, the Registrar (if applicable), the Trustee and the Holders of the Notes in accordance with Condition 21 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Upon the expiry of any such notice as is referred to in this Condition 10(E) (*Redemption for Loss Absorption Disqualification Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(E) (*Redemption for Loss Absorption Disqualification Event*).

This Condition 10(E) (*Redemption for Loss Absorption Disqualification Event*) will not apply to the extent such application would cause a Loss Absorption Disqualification Event to occur.

(F) **Partial redemption**

If the Notes are to be redeemed in part only on any date in accordance with Condition 10(B) (*Redemption at the option of the Issuer*), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place and in such manner as the Issuer considers appropriate, subject to compliance with applicable law and the rules of each competent authority and/or stock exchange by which the Notes have then been admitted to listing and/or trading and the notice to Noteholders referred to in Condition 10(B) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(G) **Clean-up Call**

Subject to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) in the case of Tier 2 Capital Notes or Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) in the case of Senior Notes (if applicable), if Clean-up Call Option is specified in the relevant Final Terms as being applicable, and if, at any time, the outstanding aggregate principal amount of the Notes is 20 per cent. (or such other amount as is specified in the relevant Final Terms as the Clean-up Call Threshold) or less of the aggregate principal amount of the Notes originally issued (and, for these purposes, any further Notes issued pursuant to Condition 19 (*Further Issues*) and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued) (the "**Clean-up Call Threshold**"), the Issuer may, at its option, redeem the relevant Series of Notes in whole but not in part, (if the Notes are Floating Rate Notes) on the next Interest Payment Date or (if the Notes are not Floating Rate Notes) at any time, at the relevant Optional Redemption Amount (Clean-up Call) together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, **provided that** the Issuer provides not less than 30 days' nor more than 60 days' prior notice (or such other notice period as may be specified in the relevant Final Terms) to the Principal Paying Agent, the Registrar (if applicable), the Trustee and the Holders of the Notes in accordance with Condition 21 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Upon the expiry of any such notice as is referred to in this Condition 10(G) (*Clean-up Call*), the Issuer shall be bound to redeem the Notes in accordance with this 10(G) (*Clean-up Call*).

(H) **No other redemption**

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 10(A) (*Scheduled redemption*) to 10(G) (*Clean-up Call*) above.

(I) **Early redemption of Zero Coupon Notes**

Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the issue date of the first Tranche of the relevant Series of Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the relevant Final Terms for the purposes of this Condition 10(I) (*Early redemption of Zero Coupon Notes*) or, if none is so specified, a Day Count Fraction of 30E/360.

(J) **Purchase**

Subject to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) in the case of Tier 2 Capital Notes or Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) in the case of Senior Notes (if applicable) and notwithstanding Condition 3 (*Status*), the Issuer or any of its subsidiaries may at any time purchase or otherwise acquire any of the outstanding Notes at any price in the open market or otherwise, **provided that** all unmatured Coupons are purchased therewith.

(K) **Cancellation**

All Notes which are redeemed pursuant to this Condition 10 (*Redemption and Purchase*) will be cancelled (together, in the case of Bearer Notes, with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may, subject to obtaining any Supervisory Permission therefor, be held, reissued, resold or, at the option of the Issuer or any such subsidiary, cancelled.

(L) **Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes**

This Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) applies to Tier 2 Capital Notes only.

Notwithstanding any other provision in this Condition 10 (*Redemption and Purchase*), any redemption, purchase, substitution or variation of the Tier 2 Capital Notes (and giving of notice thereof to the Holders if required) pursuant to Conditions 10(B) (*Redemption at the option of the Issuer*), 10(C) (*Redemption for Tax Event*), 10(D) (*Redemption for Capital Disqualification Event*), 10(G) (*Clean-up Call*), 10(J) (*Purchase*) or 10(O) (*Substitution and Variation of Tier 2 Capital Notes*) shall, if and to the extent then required under prevailing Regulatory Capital Requirements, be subject to:

- (i) the Issuer obtaining prior Supervisory Permission therefor;
- (ii) in the case of any redemption or purchase prior to the Maturity Date either: (A) the Issuer having replaced the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or (B) the Issuer having demonstrated to the satisfaction of the Competent Authority that the own funds and eligible liabilities of the Issuer would, following such redemption or purchase, exceed the requirements laid down in the Regulatory Capital Requirements and Loss Absorption Regulations, by a margin that the Competent Authority considers necessary at such time; and
- (iii) in the case of any redemption or purchase prior to the fifth anniversary of the issue date of the last Tranche of the relevant Series of Notes, if and to the extent then required under prevailing Regulatory Capital Requirements:
  - (a) in the case of redemption upon a Tax Event, the Issuer has demonstrated to the satisfaction of the Competent Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the issue date of the last Tranche of the relevant Series of Notes; or
  - (b) in the case of redemption upon the occurrence of a Capital Disqualification Event, the Issuer has demonstrated to the satisfaction of the Competent Authority that the relevant change (or pending change which the Competent Authority considers to be sufficiently certain) in the regulatory classification of the Notes was not reasonably foreseeable as at the issue date of the last tranche of Notes of the relevant Series; or
  - (c) in the case of a purchase pursuant to Condition 10(J) (*Purchase*) or redemption pursuant to Condition (G) (*Clean-up Call*), the Issuer having demonstrated to the satisfaction of the Competent Authority that the Issuer has (or will have), before or at the same time as such purchase or redemption, replaced the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer, and the Competent

Authority having permitted such action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

- (d) in the case of a purchase pursuant to Condition 10(J) (*Purchase*), the Notes being purchased for market-making purposes in accordance with the Regulatory Capital Requirements.

Notwithstanding the above conditions, if, at the time of any redemption, purchase, substitution or variation, the prevailing Regulatory Capital Requirements permit the repayment, purchase, substitution or variation only after compliance with one or more alternative or additional pre-conditions to those set out above in this Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*), the Issuer shall comply with such other and/or, as appropriate, additional pre-condition(s).

Prior to the publication of any notice of substitution, variation or redemption pursuant to Conditions 10(B) (*Redemption at the option of the Issuer*), 10(C) (*Redemption for Tax Event*), 10(D) (*Redemption for Capital Disqualification Event*), 10(G) (*Clean-up Call*) and 10(O) (*Substitution and Variation of Tier 2 Capital Notes*), the Issuer shall deliver to the Trustee (i) a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied and, in the case of a substitution or variation, that the terms of the relevant Qualifying Tier 2 Securities comply with the definition thereof in Condition 1 (*Interpretation*) and (ii) in the case of a redemption pursuant to Condition 10(C) (*Redemption for Tax Event*) only, an opinion from a nationally recognised law firm or other tax adviser in the United Kingdom and/or the Relevant Jurisdiction (as applicable) experienced in such matters to the effect that the relevant requirement or circumstance referred to in any of paragraphs (i) to (v) (inclusive) of the definition of "Tax Event" applies (but, for the avoidance of doubt, such opinion shall not be required to comment on the ability of the Issuer to avoid such circumstance by taking measures reasonably available to it) and the Trustee may accept (and if so treated and accepted by the Trustee, shall be so treated and accepted by the Holders) such certificate and opinion as sufficient evidence of the satisfaction of the relevant conditions precedent in which event it shall be conclusive and binding on the Trustee and the Holders.

**(M) Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes**

The provisions of this Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) shall have effect in relation to any Series of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies.

The Issuer may only exercise a right to redeem, purchase, substitute or vary any such Notes pursuant to Conditions 10(B) (*Redemption at the option of the Issuer*), 10(C) (*Redemption for Tax Event*), 10(E) (*Redemption for Loss Absorption Disqualification Event*), 10(G) (*Clean-up Call*), 10(J) (*Purchase*) and 10(P) (*Substitution and Variation of Senior Notes*) if the Issuer has obtained prior Supervisory Permission therefor.

Notwithstanding the above conditions, if, at the time of any redemption, purchase, substitution or variation, the prevailing Regulatory Capital Requirements or Loss Absorption Regulations permit the repayment, substitution, variation or purchase only after compliance with one or more alternative or additional pre-conditions to those set out above in this Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*), the Issuer shall comply with such other and/or, as appropriate, additional pre-condition(s).

Prior to the publication of any notice of substitution, variation or redemption pursuant to Conditions 10(B) (*Redemption at the option of the Issuer*), 10(C) (*Redemption for Tax Event*), 10(E) (*Redemption for Loss Absorption Disqualification Event*), 10(G) (*Clean-up Call*) and 10(P) (*Substitution and Variation of Senior Notes*), the Issuer shall deliver to the Trustee (i) a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied and, in the case of a substitution or variation, that the terms of the relevant Loss Absorption Compliant Notes comply with the definition thereof in Condition 1 (*Interpretation*) and (ii) in the case of a redemption pursuant to Condition 10(C) (*Redemption for Tax Event*) only, an opinion from a nationally recognised law firm or other tax adviser in the United Kingdom and/or the Relevant Jurisdiction (as applicable) experienced in such matters to the effect that the relevant requirement or circumstance referred to in any of paragraphs (i) to (v) (inclusive) of the definition of "Tax Event" applies (but, for the avoidance of doubt, such opinion shall not be required to comment on the ability of the Issuer to avoid such circumstance by taking measures reasonably available to it) and the Trustee may accept (and if so treated and accepted by the Trustee, shall be so treated and accepted by the Holders) such certificate and, where applicable, opinion as sufficient evidence of the satisfaction of the relevant conditions precedent in which event it shall be conclusive and binding on the Trustee and the Holders.

(N) **Pre-condition to Redemption of Senior Notes**

The provisions of this Condition 10(N) (*Pre-condition to Redemption of Senior Notes*) shall have effect in relation to any Series of Senior Notes where the relevant Final Terms specify that Condition 3(C) (*No set-off*) is "Not Applicable".

Prior to the publication of any notice of redemption of Senior Notes pursuant to Condition 10(C) (*Redemption for Tax Event*), the Issuer shall deliver to the Trustee (i) a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem is satisfied and (ii) an opinion from a nationally recognised law firm or other tax adviser in the United Kingdom and/or the Relevant Jurisdiction (as applicable) experienced in such matters to the effect that the relevant requirement or circumstance referred to in any of paragraphs (i) to (v) (inclusive) of the definition of "Tax Event" applies (but, for the avoidance of doubt, such opinion shall not be required to comment on the ability of the Issuer to avoid such circumstance by taking measures reasonably available to it) and the Trustee may accept (and if so treated and accepted by the Trustee, shall be so treated and accepted by the Holders) such certificate and opinion as sufficient evidence of the satisfaction of the relevant conditions precedent in which event it shall be conclusive and binding on the Trustee and the Holders.

(O) **Substitution and Variation of Tier 2 Capital Notes**

This Condition 10(O) (*Substitution and Variation of Tier 2 Capital Notes*) applies to each Series of Tier 2 Capital Notes unless "Tier 2 Capital Notes: Substitution and Variation" is expressly specified to be "Not Applicable" in the relevant Final Terms.

If a Tax Event or a Capital Disqualification Event has occurred, then the Issuer may, subject to Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) and having given not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 21 (*Notices*), the Trustee, the Registrar (if applicable) and the Principal Paying Agent (which notice shall be irrevocable and shall specify the date for substitution or, as the case may be, variation of the Notes) but without any requirement for the consent or approval of the Holders, at any time either substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or, as appropriate, become, Qualifying Tier 2 Securities, and the Trustee shall (subject to the following provisions of this Condition 10(O) (*Substitution and Variation of Tier 2 Capital Notes*) and subject to the receipt by it of the certificates of the Authorised Signatories referred to in Condition 10(L) (*Pre-condition to Redemption, Purchase, Substitution or Variation of the Tier 2 Capital Notes*) and in the definition of Qualifying Tier 2 Securities) agree to such substitution or variation. Upon the expiry of such notice, the Issuer shall either vary the terms of or substitute the Notes in accordance with this Condition 10(O) (*Substitution and Variation of Tier 2 Capital Notes*), as the case may be. The Trustee shall at the request and expense of the Issuer use its reasonable endeavours to assist the Issuer in the substitution of the Notes for, or the variation of the terms of the Notes so that they remain, or as appropriate, become, Qualifying Tier 2 Securities, **provided that** the Trustee shall not be obliged to participate in, or assist with, any such substitution or variation if the terms of the proposed alternative Qualifying Tier 2 Securities or the participation in or assistance with such substitution or variation would impose, in the Trustee's opinion, more onerous obligations upon it or reduce its rights or protections.

In connection with any substitution or variation in accordance with this Condition 10(O) (*Substitution and Variation of Tier 2 Capital Notes*), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(P) **Substitution and Variation of Senior Notes**

This Condition 10(P) (*Substitution and Variation of Senior Notes*) applies to each Series of Senior Notes unless "Senior Notes: Substitution and Variation" is expressly specified to be "Not Applicable" in the relevant Final Terms.

If a Loss Absorption Disqualification Event or a Tax Event has occurred, then the Issuer may, subject to Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) and having given not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 21 (*Notices*), the Trustee, the Registrar (if applicable) and the Principal Paying Agent (which notice shall be irrevocable and shall specify the date for substitution or, as the case may be, variation of the Notes) but without any requirement for the consent or approval of the Holders, at any time either substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or, as appropriate, become, Loss Absorption Compliant Notes, and the Trustee shall (subject to the following provisions of this Condition 10(P) (*Substitution and Variation of*

*Senior Notes*) and subject to the receipt by it of the certificates of the Authorised Signatories referred to in Condition 10(M) (*Pre-condition to Redemption, Purchase, Substitution or Variation of Senior Notes*) and in the definition of Loss Absorption Compliant Notes) agree to such substitution or variation. Upon the expiry of such notice, the Issuer shall either vary the terms of or substitute the Notes in accordance with this Condition 10(P) (*Substitution and Variation of Senior Notes*), as the case may be. The Trustee shall at the request and expense of the Issuer use its reasonable endeavours to assist the Issuer in the substitution of the Notes for, or the variation of the terms of the Notes so that they remain, or as appropriate, become, Loss Absorption Compliant Notes, **provided that** the Trustee shall not be obliged to participate in, or assist with, any such substitution or variation if the terms of the proposed alternative Loss Absorption Compliant Notes or the participation in or assistance with such substitution or variation would impose, in the Trustee's opinion, more onerous obligations upon it or reduce its rights or protections.

In connection with any substitution or variation in accordance with this Condition 10(P) (*Substitution and Variation of Senior Notes*), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

#### 11. **Payments – Bearer Notes**

This Condition 11 (*Payments – Bearer Notes*) is only applicable to Bearer Notes.

##### (A) **Principal**

Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with a bank in the Principal Financial Centre of that currency.

##### (B) **Interest**

Payments of interest shall, subject to Condition 11(H) (*Payments other than in respect of matured Coupons*), be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in Condition 11(A) (*Principal*).

##### (C) **Payments in New York City**

Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest and principal on the Notes in the currency in which the payment is due when due; (ii) payment of the full amount of such interest and/or principal (as the case may be) at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and (iii) payment is permitted by applicable United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

##### (D) **Payments subject to fiscal laws**

Save as provided in Condition 13 (*Taxation*), payments in respect of the Bearer Notes will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws and regulations to which the Issuer or its agents are or agree to be subject and the Issuer or any of its Paying Agents will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

##### (E) **Deductions for unmatured Coupons**

If the relevant Final Terms specify that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented for payment without all unmatured Coupons relating thereto:

- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate

amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment; or

- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
  - (a) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided, however, that** where this Condition 11(E)(ii)(a) would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
  - (b) a sum equal to the aggregate amount of the Relevant Coupons will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 11(A) (*Principal*) against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

(F) **Unmatured Coupons void**

If the relevant Final Terms specify that the Reset Note Provisions are applicable or that the Floating Rate Note Provisions are applicable, on the due date for redemption of any Note or early redemption in whole of such Note pursuant to Condition 10(B) (*Redemption at the option of the Issuer*), 10(C) (*Redemption for Tax Event*), 10(D) (*Redemption for Capital Disqualification Event*), 10(E) (*Redemption for Loss Absorption Disqualification Event*), Condition 10(G) (*Clean-up Call*) or 14 (*Events of Default*), all unmaturing Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(G) **Payments on business days**

If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(H) **Payments other than in respect of matured Coupons**

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 11(C) (*Payments in New York City*)).

(I) **Partial payments**

If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(J) **Exchange of Talons**

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 15 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

12. **Payments – Registered Notes**

This Condition 12 (*Payments – Registered Notes*) is only applicable to Registered Notes.

(A) **Principal**

Payments of principal shall be made by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

(B) **Interest**

Payments of interest shall be made by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

(C) **Payments subject to fiscal laws**

Save as provided in Condition 13 (*Taxation*), payments in respect of the Registered Notes will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws and regulations to which the Issuer or its agents are or agree to be subject and the Issuer or any of its agents will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(D) **Payments on business days**

Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent; and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a Payment Business Day or otherwise from any delay in receipt of a payment made in accordance with this Condition 12 (*Payments – Registered Notes*).

(E) **Partial payments**

If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Certificate.

(F) **Record date**

Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the close of business in the place of the Registrar's Specified Office on the 15th business day before the due date for such payment (the "**Record Date**").

13. **Taxation**

(A) **Gross up**

All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall (a) in the case of each Series of Senior Notes, in each case unless the relevant Final Terms expressly specifies "Senior Notes: Gross-up of principal" as "Not Applicable", in respect of payments of interest (if any) or principal, or (b) in the case of (x) all Tier 2 Capital Notes and (y) each Series of Senior Notes for which the relevant Final Terms expressly specifies "Senior Notes: Gross-up of principal" as "Not Applicable", in respect of payments of interest (if any) only and not principal, pay such additional amounts (the "**Additional Amounts**") as will result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such

withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note or Coupon:

- (i) held by or on behalf of a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the Relevant Jurisdiction other than a mere holding of such Note or Coupon;
- (ii) where (in the case of a payment of interest on redemption) the relevant Certificate is surrendered, or the appropriate Coupon is presented and surrendered, for payment more than 30 days after the Relevant Date except to the extent that the Holder would have been entitled to such Additional Amounts on surrendering such Certificate or Coupon for payment on the last day of such period of 30 days;
- (iii) where the Holder is or would have been able to avoid such withholding or deduction by complying with any applicable statutory requirements or by making, a declaration of non-residence or other similar claim for exemption.

References in these Conditions to interest shall be deemed to include any Additional Amounts which may become payable pursuant to the foregoing provisions or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

(B) **FATCA**

Notwithstanding any other provisions of the Trust Deed, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

14. **Events of Default**

(A) **Senior Notes (Unrestricted Default)**

The provisions of this Condition 14(A) (*Senior Notes (Unrestricted Default)*) shall have effect in relation to any Series of Senior Notes, where the relevant Final Terms expressly specify that Condition 14(B) (*Tier 2 Capital Notes and Senior Notes*) is "Not Applicable".

If any of the following events occurs and is continuing, then the Trustee at its discretion may and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution, shall (subject, in all cases, to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with any accrued but unpaid interest without further action or formality:

- (i) Non-payment: any principal or interest on the Notes has not been paid within seven days (in the case of principal) and within 14 days (in the case of interest) from the due date for payment; or
- (ii) Breach of other obligations: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Trust Deed and (unless in the opinion of the Trustee such default is incapable of remedy, in which case no such written notice shall be required) that default has not (in the opinion of the Trustee) been remedied within 30 days of receipt of a written notice from the Trustee requiring the same to be remedied and the Trustee has certified that in its opinion the default is materially prejudicial to the interests of the Holders; or
- (iii) Winding-up: a Winding-Up of the Issuer.

The Trustee may, at any time at its discretion and without notice (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction), institute such proceedings or take such steps or actions as it may think fit against the Issuer to enforce the terms of these Conditions, the Trust Deed or the Agency Agreement.

**(B) Tier 2 Capital Notes and Senior Notes**

The provisions of this Condition 14(B) (*Tier 2 Capital Notes and Senior Notes*) shall have effect in relation to (i) any Series of Senior Notes, where the relevant Final Terms expressly specify that Condition 14(B) (*Tier 2 Capital Notes and Senior Notes*) is "Applicable" and (ii) each Series of Tier 2 Capital Notes.

- (i) If the Issuer does not make payment in respect of the Notes (in the case of payment of principal) for a period of seven days or more or (in the case of any interest payment) for a period of 14 days or more, in each case after the date on which such payment is due, the Issuer shall be deemed to be in default under the Trust Deed and the Notes and the Trustee, in its discretion, may, or if so requested by an Extraordinary Resolution of the Holders or in writing by the Holders of at least one-quarter in principal amount of the Notes then outstanding shall, subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction, institute proceedings for the winding-up of the Issuer.

In the event of a Winding-Up of the Issuer (whether or not instituted by the Trustee pursuant to the foregoing), the Trustee in its discretion may, or if so requested by an Extraordinary Resolution of the Holders or in writing by the Holders of at least one-quarter in principal amount of the Notes then outstanding shall, subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction, prove and/or claim in such Winding-Up of the Issuer, such claim being as contemplated in Condition 3 (*Status*), or, in the case of Senior Notes only, being the Early Redemption Amount (Events of Default) together with any accrued and unpaid interest thereon to the date of repayment.

- (ii) Without prejudice to Condition 14(B)(i) but subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction, the Trustee may at its discretion and without notice institute such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Trust Deed or the Notes (other than any payment obligation of the Issuer under or arising from the Notes or the Trust Deed, including, without limitation, payment of any principal or interest in respect of the Notes and any damages awarded for breach of any obligations) and in no event shall the Issuer, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Conditions and the Trust Deed. Nothing in this Condition 14(B)(ii) shall, however, prevent the Trustee instituting proceedings for the winding-up of the Issuer and/or proving and/or claiming in any Winding-Up of the Issuer in respect of any payment obligations of the Issuer arising from the Notes or the Trust Deed (including any damages awarded for breach of any obligations) in the circumstances provided in Conditions 3 (*Status*) and 14(B)(i).

**(C) Senior Notes and Tier 2 Capital Notes**

The provisions of this Condition 14(C) (*Senior Notes and Tier 2 Capital Notes*) shall have effect in relation to each Series of Senior Notes and Tier 2 Capital Notes.

- (i) The Trustee shall not be bound to take any of the actions referred to in Condition 14(A) (*Senior Notes (Unrestricted Default)*) or 14(B) (*Tier 2 Capital Notes and Senior Notes*) or any other action under or pursuant to the Trust Deed unless (i) it shall have been so requested by an Extraordinary Resolution (as defined in the Trust Deed) of the Holders or in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.
- (ii) No Holder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up of the Issuer or prove or claim in any Winding-Up of the Issuer unless the Trustee, having become so bound to proceed or being able to prove or claim in such Winding-Up, fails or is unable to do so within 60 days and such failure or inability shall be continuing, in which case the Holder shall, with respect to the Notes held by it, have only such rights against the Issuer as those which the Trustee is entitled to exercise in respect of such Notes as set out in this Condition 14 (*Events of Default*).
- (iii) No remedy against the Issuer, other than as referred to in this Condition 14 (*Events of Default*), shall be available to the Trustee or the Holders, whether for the recovery of amounts owing in respect of the Notes or under the Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Notes or under the Trust Deed.

**15. Prescription**

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within 10 years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date. Claims for principal and interest in respect of Registered Notes shall become void unless made or (where surrender of Certificates is required) the relevant Certificates are surrendered for payment within 10 years of the appropriate Relevant Date.

16. **Replacement of Notes and Coupons**

If any Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, in the case of Bearer Notes or Coupons, or the Registrar, in the case of Registered Notes (and if the Notes are admitted to listing and/or trading by any competent authority and/or stock exchange which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by the competent authority and/or stock exchange), subject to all applicable laws and competent authority and/or stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Certificates or Coupons or Talons must be surrendered before replacements will be issued.

17. **Agents**

The initial Principal Paying Agent, the Registrar, the Calculation Agent and the Transfer Agents and their initial Specified Offices are listed below. They act solely as agents of the Issuer or the Trustee (as applicable) and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right, subject to the approval of the Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar, the Calculation Agent and the Transfer Agents and to appoint replacement agents or other Transfer Agents, **provided that** it will:

- (i) at all times maintain a Principal Paying Agent, a Registrar and a Transfer Agent;
- (ii) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (iii) if and for so long as the Notes are admitted to listing and/or trading by any competent authority and/or stock exchange which requires the appointment of a Paying Agent and/or Transfer Agent in any particular place, the Issuer shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority and/or stock exchange.

Notice of any such termination or appointment and of any change in the Specified Offices of the Principal Paying Agent, the Registrar, the Calculation Agent and the Transfer Agents will be given to the Holders in accordance with Condition 21 (*Notices*). If any of the Calculation Agent, the Registrar or the Principal Paying Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Conditions or the Agency Agreement (as the case may be), the Issuer shall appoint, on terms acceptable to the Trustee, an independent financial institution acceptable to the Trustee to act as such in its place. All calculations and determinations made by the Calculation Agent, the Registrar or the Principal Paying Agent in relation to the Notes and the Coupons shall (save in the case of manifest error) be final and binding on the Issuer, the Trustee, the Calculation Agent, the Registrar, the Principal Paying Agent and the Holders. All calculations and determinations made by the Calculation Agent pursuant to these Conditions will be made in consultation with the Issuer.

18. **Meetings of Noteholders; Modification and Waiver; Substitution**

(A) **Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings of Holders (including by way of conference call or other virtual means) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed, subject, in the case of Tier 2 Capital Notes and Senior Notes (if applicable), to Condition 18(E) (*Supervisory Permission*). Such a meeting may be convened by the Issuer, by the Trustee at its own discretion or by the Trustee at the direction of Holders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding.

The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any

adjourned meeting one or more persons being or representing Holders whatever the principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain of these Conditions (including, *inter alia*, the provisions regarding status and subordination referred to in Condition 3 (*Status*), the terms concerning currency and due dates for payment of principal or interest payments in respect of the Notes and reducing or cancelling the principal amount of, or interest on, any Notes or varying the method of calculating the Rate of Interest) and certain other provisions of the Trust Deed the quorum will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in principal amount of the Notes for the time being outstanding. The agreement or approval of the Holders or Couponholders shall not be required in the case of (i) the implementation of any Benchmark Amendments described in Condition 9(D) (*Benchmark Amendments*) and (ii) any variation of these Conditions and/or the Trust Deed required to be made in the circumstances described in Conditions 10(P) (*Substitution and Variation of Senior Notes*) and 10(O) (*Substitution and Variation of Tier 2 Capital Notes*) in connection with the variation of the terms of the Notes so that they remain or become Qualifying Tier 2 Securities or Loss Absorption Compliant Notes, as the case may be, and to which the Trustee has agreed pursuant to the relevant provisions of Conditions 10(P) (*Substitution and Variation of Senior Notes*) or 10(O) (*Substitution and Variation of Tier 2 Capital Notes*), as the case may be.

An Extraordinary Resolution passed at any meeting of Holders will be binding on all Noteholders and Couponholders, whether or not they are present at the meeting.

The Trust Deed provides that (i) a resolution passed, at a meeting duly convened and held, by a majority of at least 75 per cent. of the votes cast, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes for the time being outstanding or (iii) if applicable, consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holder(s) of not less than 75 per cent. in principal amount of the Notes for the time being outstanding, shall, in each case be effective as an Extraordinary Resolution of the Holders. Any 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 Holders.

The Trust Deed contains provisions for convening a single meeting of the holders of Notes of more than one Series in certain circumstances where the Trustee so decides.

(B) **Modification and waiver**

The Trustee may agree, without the consent of the Holders, to (i) any modification of these Conditions or of any other provisions of the Trust Deed or the Agency Agreement which in its opinion is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification to (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach of, any of these Conditions or of the provisions of the Trust Deed or the Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders. The Trustee may, without the consent of the Holders of any Series, determine that any Event of Default or Potential Event of Default (each as defined in the Trust Deed) should not be treated as such, **provided that**, in the opinion of the Trustee, the interests of Holders are not materially prejudiced thereby.

In addition, the Trustee shall be obliged to concur with the Issuer and use its reasonable endeavours to effect any Benchmark Amendments in the circumstances and as otherwise set out in Condition 9 (*Benchmark Discontinuation*) without the consent of the Holders or Couponholders.

Any such modification, authorisation, waiver or determination shall be binding on the Holders and Couponholders and, if the Trustee so requires, such modification shall be notified to the Holders as soon as practicable.

(C) **Substitution**

- (i) The Trust Deed contains provisions permitting the Trustee to agree, subject to the Trustee being satisfied that the interests of the Holders will not be materially prejudiced by the substitution but without the consent of the Holders, to the substitution on a status equivalent to that referred to in Condition 3 (*Status*) and the relevant Final Terms of certain other entities (any such entity, a "**Substitute Issuer**") in place of the Issuer (or any previous Substitute Issuer under this Condition) as a new principal debtor under the Trust Deed and the Notes.

- (ii) In the case of any substitution pursuant to this Condition 18(C) (*Substitution*) the Trustee may agree, without the consent of the Holders, to a change of the law governing the subordination and waiver of set-off provisions set out in these Conditions and the Trust Deed, **provided that** such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Holders.

(D) **Entitlement of the Trustee**

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of Holders of the relevant Series of Notes as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

(E) **Supervisory Permission**

In the case of any Series of Tier 2 Capital Notes or (where the relevant Final Terms specify that Condition 3(C) (*No set-off*) applies) Senior Notes, no modification to these Conditions or any other provisions of the Trust Deed and no substitution of the Issuer pursuant to this Condition 18 (*Meetings of Noteholders; Modification and Waiver; Substitution*) shall become effective unless (if and to the extent required at the relevant time by the Competent Authority) the Issuer shall have given at least 30 days' prior written notice thereof to, and received Supervisory Permission therefor from, the Competent Authority (or such other period of notice as the Competent Authority may from time to time require or accept and, in any event, **provided that** there is a requirement to give such notice and obtain such Supervisory Permission).

(F) **Notices**

Any such modification, waiver, authorisation or substitution shall be binding on all Holders and, unless the Trustee agrees otherwise shall be notified to the Holders in accordance with Condition 21 (*Notices*) as soon as practicable thereafter.

19. **Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders, but subject to any Supervisory Permission required, create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single Series with the outstanding securities of any Series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single Series with the Notes.

20. **Rights of the Trustee**

The Trust Deed contains provisions for the indemnification of, and/or the provision of security for and/or prefunding, the Trustee and for its relief from responsibility.

The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Trustee may rely without liability to Holders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. However, the Trustee will have no recourse to the auditor in respect of such certificates or reports unless the auditor has agreed to address such certificates or reports to the Trustee.

Condition 3 (*Status*) applies only to amounts payable in respect of the Notes and nothing in Condition 3 (*Status*) or 14 (*Events of Default*) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

21. **Notices**

(A) **Bearer Notes**

Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.

(B) **Registered Notes**

Notices to the Holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the first weekday (being a day other than a Saturday or Sunday) after the date of mailing.

(C) **Notices given by Holders**

Notices to be given by any Holder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes).

(D) **All Notices**

The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed and/or admitted to trading.

22. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one thousandth of a percentage point (with 0.0005 per cent. being rounded up to 0.001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

23. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of any Note by virtue of the Contracts (Rights of Third Parties) Act 1999.

24. **Governing Law and Jurisdiction etc.**

(A) **Governing law**

The Notes, the Coupons and the Trust Deed, and all non-contractual obligations arising out of or in connection with the Notes, the Coupons and the Trust Deed, are governed by, and shall be construed in accordance with, English law.

(B) **Jurisdiction**

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Trust Deed, the Notes or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed, any Notes or any Coupons (including any legal action or proceedings relating to non-contractual obligations arising out of or in connection with them) ("**Proceedings**") may be brought in such courts. Each of the Issuer and the Trustee has in the Trust Deed irrevocably submitted to the jurisdiction of the courts of England in respect of any such Proceedings and waived any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

(C) **Recognition of UK Bail-in Power**

Notwithstanding, and to the exclusion of, any other term of any Series of Notes or any other agreements, arrangements or understandings between the Issuer and any Noteholder (or the Trustee on behalf of such

Noteholders), by its acquisition of the Notes, each Noteholder acknowledges and accepts that the Amounts Due arising under the Notes may be subject to the exercise of the UK Bail-in Power by the Resolution Authority, and acknowledges, accepts, consents, and agrees to be bound by:

- (i) the effect of the exercise of the UK Bail-in Power by the Resolution Authority, that may include and result in any of the following, or some combination thereof:
  - (a) the reduction of all, or a portion, of the Amounts Due;
  - (b) the conversion of all, or a portion, of the Amounts Due on the Notes into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes;
  - (c) the cancellation of the Notes; or
  - (d) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period;
- (ii) the variation of the terms of the Notes, if necessary, to give effect to the exercise of the UK Bail-in Power by the Resolution Authority.

No repayment or payment of Amounts Due on the Notes, Talons or Coupons will become due and payable or be paid after the exercise of any UK Bail-in Power by the Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, suspended (for so long as such suspension or moratorium is outstanding), amended or altered as a result of such exercise.

Neither a reduction or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the UK Bail-in Power by the Resolution Authority with respect to the Issuer, nor the exercise of the UK Bail-in Power by the Resolution Authority with respect to the Notes will be a default or an event of default for any purpose.

Upon the exercise of the UK Bail-in Power by the Resolution Authority with respect to any Notes, the Issuer shall promptly give notice to the Noteholders and the Couponholders, the Trustee and the Paying Agents, in accordance with Condition 21 (*Notices*). Any delay or failure by the Issuer in delivering any notice referred to in this Condition shall not affect the validity and enforceability of the UK Bail-in Power.

For the purposes of this Condition 24(C) (*Recognition of UK Bail-in Power*),

**"Amounts Due"** means the principal amount of, and any accrued but unpaid interest on, the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the UK Bail-in Power by the Resolution Authority.

**"Resolution Authority"** means the Bank of England or any successor or replacement thereto and/or such other authority in the United Kingdom with the ability to exercise the UK Bail-in Power.

**"UK Bail-in Power"** means any write-down, conversion, transfer, modification, moratorium and/or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of financial holding companies, mixed financial holding companies, banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or its subsidiaries, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of a resolution regime in the United Kingdom under the Loss Absorption Regulations, as the same has been or may be amended from time to time.



## SCHEDULE 2

### FORMS OF TEMPORARY GLOBAL NOTE, PERMANENT GLOBAL NOTE, DEFINITIVE NOTE, COUPON AND TALON

#### PART 1

##### FORM OF TEMPORARY GLOBAL NOTE

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>1</sup>

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE SECURITIES ACT) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT.

#### OSB GROUP PLC

*(incorporated under the laws of England and Wales with registered number 11976839)*

#### £3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC

#### TEMPORARY GLOBAL NOTE

### 1. INTRODUCTION

#### 1.1 The Notes

This Temporary Global Note is issued in respect of the notes (the **Notes**) of OSB GROUP PLC (the **Issuer**) described in the final terms (the **Final Terms**) a copy of which is annexed hereto. The Notes:

(a) **Trust Deed**

are subject to, and have the benefit of, a trust deed dated 14 January 2022 as amended and/or supplemented and/or restated from time to time (the **Trust Deed**) made between the Issuer and Citicorp Trustee Company Limited as trustee (the **Trustee**, which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed); and

(b) **Agency Agreement**

are the subject of an agency agreement dated 14 January 2022 as amended and/or supplemented and/or restated from time to time (the **Agency Agreement**) made between the Issuer, Citibank, N.A., London Branch as principal paying agent (the **Principal Paying Agent**, which expression includes any successor principal paying agent appointed from time to time in connection with the Notes), the other agents named therein (together with the Principal Paying Agent, the **Agents**, which expression includes any successor or additional agents appointed from time to time in connection with the Notes) and the Trustee.

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<sup>1</sup> Legend to appear on every Note with a maturity of more than one year.

## 1.2 Construction

All references in this Temporary Global Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time provided that, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Temporary Global Note.

## 1.3 References to Conditions

Any reference herein to the **Conditions** is to the Conditions as defined in the Trust Deed as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered **Condition** is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Note.

## 2. PROMISE TO PAY

### 2.1 Pay to bearer

The Issuer, for value received, promises to pay to the bearer of this Temporary Global Note, in respect of each Note represented by this Temporary Global Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, save that the calculation of interest is made in respect of the total aggregate amount of the Notes, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions; *provided, however*, that such interest shall be payable only:

(a) **Before the Exchange Date**

in the case of interest falling due before the Exchange Date (as defined below), to the extent that a certificate or certificates issued by Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A., (**Clearstream, Luxembourg**, together with Euroclear, the international central securities depositaries or **ICSDs**) and/or any other relevant clearing system dated not earlier than the date on which such interest falls due and in substantially the form set out in Schedule 3 (Form of Euroclear/Clearstream, Luxembourg Certification) hereto is/are delivered to the Specified Office of the Principal Paying Agent; or

(b) **Failure to exchange**

in the case of interest falling due at any time, to the extent that the Issuer has failed to procure the exchange for a permanent global note of that portion of this Temporary Global Note in respect of which such interest has accrued.

### 2.2 NGN Principal Amount

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall be a **New Global Note** or **NGN** and the principal amount of Notes represented by this Temporary Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Temporary Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the

bearer upon request) stating the principal amount of Notes represented by this Temporary Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

### **2.3 CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Temporary Global Note shall be a **Classic Global Note** or **CGN** and the principal amount of Notes represented by this Temporary Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto.

## **3. NEGOTIABILITY**

This Temporary Global Note is negotiable and, accordingly, title to this Temporary Global Note shall pass by delivery.

## **4. EXCHANGE**

### **4.1 Permanent Global Note**

If the Final Terms specify the form of Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the **Exchange Date**), the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(a) **Presentation and surrender**

presentation and (in the case of final exchange) presentation and surrender of this Temporary Global Note to or to the order of the Principal Paying Agent; and

(b) **Certification**

receipt by the Principal Paying Agent of a certificate or certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (Form of Euroclear/Clearstream, Luxembourg Certification) hereto,

within seven days of the bearer requesting such exchange.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Principal Paying Agent; provided, however, that in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by this Temporary Global Note.

## **5. DELIVERY OF PERMANENT GLOBAL NOTES**

Whenever any interest in this Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated, to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of Notes

represented by such Permanent Global Note in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Principal Paying Agent against presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of the Principal Paying Agent within 7 days of the bearer requesting such exchange.

## 6. WRITING DOWN

On each occasion on which:

### (a) **Permanent Global Note**

the Permanent Global Note is delivered or the principal amount of Notes represented thereby is increased in accordance with its terms in exchange for a further portion of this Temporary Global Note; or

### (b) **Cancellation**

Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 10(K) (*Redemption and Purchase – Cancellation*), the Issuer shall procure that:

- (i) if the Final Terms specify that the New Global Note form is not applicable, (i) the principal amount of Notes represented by this Temporary Global Note, the principal amount of such decrease or (as the case may be) the aggregate principal amount of such Notes and (ii) the remaining principal amount of Notes represented by this Temporary Global Note (which shall be the previous principal amount of Notes represented by this Temporary Global Note less the aggregate of the amounts referred to in (i)) are entered in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto, whereupon the principal amount of Notes represented by this Temporary Global Note shall for all purposes be as most recently so entered; and
- (ii) if the Final Terms specify that the New Global Note form is applicable, details of the cancellation shall be entered pro rata in the records of the ICSDs.

## 7. PAYMENTS

### 7.1 **Recording of Payments**

Upon any payment being made in respect of the Notes represented by this Temporary Global Note, the Issuer shall procure that:

#### (a) **CGN**

if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Temporary Global Note shall be reduced by the principal amount so paid; and

#### (b) **NGN**

if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered pro rata in the records of the ICSDs and, in the case of any payment of

principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Temporary Global Note shall be reduced by the principal amount so paid.

## **7.2 Discharge of Issuer's obligations**

Payments due in respect of Notes for the time being represented by this Temporary Global Note shall be made to the bearer of this Temporary Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

## **7.3 Payment Business Day**

If the currency of any payment made in respect of Notes represented by this Temporary Global Note is euro, the applicable Payment Business Day shall be any day which is 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, if the currency of any payment made in respect of the Notes represented by this Temporary Global Note is not euro, the applicable Payment Business Day shall be any day which is 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.

## **7.4 Exchanges improperly withheld or refused**

Pursuant to Clause 4 (Exchange), no payments will be made under this Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without certification of non-U.S. beneficial ownership pursuant to Clause 4.1(b).

## **8. CONDITIONS APPLY**

Until this Temporary Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Temporary Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the Holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of the Notes represented by this Temporary Global Note.

## **9. NOTICES**

Notwithstanding Condition 21 (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safekeeper (which expression has the meaning given in the Trust Deed), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 21 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

## **10. AUTHENTICATION**

This Temporary Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of the Principal Paying Agent.

**11. EFFECTUATION**

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

**12. GOVERNING LAW**

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**IN WITNESS WHEREOF** the Issuer has caused this Temporary Global Note to be signed manually or in facsimile by a person duly authorised on its behalf.

**OSB GROUP PLC**

By:

**ISSUED** on the Issue Date

**AUTHENTICATED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH** as principal paying agent without recourse,  
warranty or liability

By:

<sup>2</sup>**EFFECTUATED** for and on behalf of

.....

as common safekeeper without  
recourse, warranty or liability

By:

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<sup>2</sup> This should only be completed where the relevant Final Terms indicate that this Global Note is intended to be a New Global Note (NGN).



## PART 2

### FORM OF PERMANENT GLOBAL NOTE

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>3</sup>

#### OSB GROUP PLC

*(incorporated under the laws of England and Wales with registered number 11976839)*

#### £3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC

#### PERMANENT GLOBAL NOTE

### 1. INTRODUCTION

#### 1.1 The Notes

This Permanent Global Note is issued in respect of the notes (the **Notes**) of OSB GROUP PLC (the **Issuer**) described in the final terms (the **Final Terms**), a copy of which is annexed hereto. The Notes:

(a) **Trust Deed**

are subject to, as amended or supplemented from time to time, and have the benefit of, a trust deed dated 14 January 2022 (the **Trust Deed**) made between the Issuer and Citicorp Trustee Company Limited as trustee (the **Trustee**, which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed); and

(b) **Agency Agreement**

are the subject of an agency agreement dated 14 January 2022 (the **Agency Agreement**) made between the Issuer, Citibank, N.A., London Branch as principal paying agent (the **Principal Paying Agent**, which expression includes any successor principal paying agent appointed from time to time in connection with the Notes), the other agents named therein (together with the Principal Paying Agent, the **Agents**, which expression includes any successor or additional agents appointed from time to time in connection with the Notes) and the Trustee.

#### 1.2 Construction

All references in this Permanent Global Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time provided that, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Permanent Global Note.

#### 1.3 References to Conditions

Any reference herein to the **Conditions** is to the Conditions as defined in the Trust Deed, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered **Condition** is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Permanent Global Note.

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<sup>3</sup> Legend to appear on every Note with a maturity of more than one year.

## 2. **PROMISE TO PAY**

### 2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Permanent Global Note, in respect of each Note represented by this Permanent Global Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, save that the calculation of interest is made in respect of the total aggregate amount of the Notes, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

### 2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Permanent Global Note shall be a **New Global Note** or **NGN** and the principal amount of Notes represented by this Permanent Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Permanent Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Permanent Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Permanent Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

### 2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Permanent Global Note shall be a **Classic Global Note** or **CGN** and the principal amount of Notes represented by this Permanent Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto.

## 3. **NEGOTIABILITY**

This Permanent Global Note is negotiable and, accordingly, title to this Permanent Global Note shall pass by delivery.

## 4. **EXCHANGE**

This Permanent Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of this Permanent Global Note, for Definitive Notes (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement if the Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

### (i) **Closure of clearing systems**

Euroclear Bank SA/NV (**Euroclear**) or Clearstream Banking S.A. (**Clearstream, Luxembourg**, together with Euroclear, the international central securities depositaries or **ICSDs**) or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(ii) **Event of Default**

any of the circumstances described in Condition 14 (*Events of Default*) occurs; or

(iii) **Upon withholding or deduction**

if the Trustee is satisfied that, on the occasion of the next payment due in respect of the Notes, the Issuer or any of the Paying Agents would be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form.

**5. DELIVERY OF DEFINITIVE NOTES**

Whenever this Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by this Permanent Global Note to (or to the order of) the bearer of this Permanent Global Note against the surrender of this Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

**6. WRITING DOWN**

On each occasion on which:

(a) **Payment of principal**

a payment of principal is made in respect of this Permanent Global Note; or

(b) **Definitive Notes**

Definitive Notes are delivered; or

(c) **Cancellation**

Notes represented by this Permanent Global Note are to be cancelled in accordance with Condition 10(K) (*Redemption and Purchase – Cancellation*),

the Issuer shall procure that:

(i) if the Final Terms specify that the New Global Note form is not applicable, (A) the amount of such payment and the aggregate principal amount of such Notes; and (B) the remaining principal amount of Notes represented by this Permanent Global Note (which shall be the previous principal amount hereof less the aggregate of the amounts referred to in (A) above) are entered in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto, whereupon the principal amount of Notes represented by this Permanent Global Note shall for all purposes be as most recently so entered; and

(ii) if the Final Terms specify that the New Global Note form is applicable, details of the cancellation shall be entered pro rata in the records of the ICSDs.

## **7. WRITING UP**

### **7.1 Initial Exchange**

If this Permanent Global Note was originally issued in exchange for part only of a temporary global note representing the Notes, then all references in this Permanent Global Note to the principal amount of Notes represented by this Permanent Global Note shall be construed as references to the principal amount of Notes represented by the part of the temporary global note in exchange for which this Permanent Global Note was originally issued which the Issuer shall procure:

(a) **CGN**

if the Final Terms specify that the New Global Note form is not applicable, is entered in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto, whereupon the principal amount of Notes represented by this Permanent Global Note shall for all purposes be as most recently so entered; and

(b) **NGN**

if the Final Terms specify that the New Global Note form is applicable, is entered by the ICSDs in their records.

### **7.2 Subsequent Exchange**

If at any subsequent time any further portion of such temporary global note is exchanged for an interest in this Permanent Global Note, the principal amount of Notes represented by this Permanent Global Note shall be increased by the amount of such further portion, and the Issuer shall procure that the principal amount of Notes represented by this Permanent Global Note (which shall be the previous principal amount of Notes represented by this Permanent Global Note plus the amount of such further portion) is:

(a) **CGN**

if the Final Terms specify that the New Global Note form is not applicable, entered in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto, whereupon the principal amount of this Permanent Global Note shall for all purposes be as most recently so entered; and

(b) **NGN**

if the Final Terms specify that the New Global Note form is applicable, entered by the ICSDs in their records.

## **8. PAYMENTS**

### **8.1 Recording of Payments**

Upon any payment being made in respect of the Notes represented by this Permanent Global Note, the Issuer shall procure that:

(a) **CGN**

if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (Payments, Exchange and Cancellation of Notes) hereto and, in the case of any payment of principal, the principal amount of the Notes

represented by this Permanent Global Note shall be reduced by the principal amount so paid; and

(b) **NGN**

if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered pro rata in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Permanent Global Note shall be reduced by the principal amount so paid.

## **8.2 Discharge of Issuer's obligations**

Payments due in respect of Notes for the time being represented by this Permanent Global Note shall be made to the bearer of this Permanent Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

## **8.3 Payment Business Day**

If the currency of any payment made in respect of Notes represented by this Permanent Global Note is euro, the applicable Payment Business Day shall be any day which is 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, if the currency of any payment made in respect of the Notes represented by this Permanent Global Note is not euro, the applicable Payment Business Day shall be any day which is 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.

## **9. CONDITIONS APPLY**

Until this Permanent Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Permanent Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the Holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of Notes represented by this Permanent Global Note.

## **10. EXERCISE OF CALL OPTION**

In connection with an exercise of the option contained in Condition 10(B) (*Redemption and Purchase – Redemption at the option of the Issuer*), 10(C) (*Redemption and Purchase - Redemption for Tax Event*), 10(D) (*Redemption and Purchase – Redemption for Capital Disqualification Event*) and 10(E) (*Redemption for Loss Absorption Disqualification Event*) in relation to some only of the Notes, this Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

## **11. NOTICES**

Notwithstanding Condition 21 (*Notices*), while all the Notes are represented by this Permanent Global Note (or by this Permanent Global Note and a temporary global note) and this Permanent Global Note is (or this Permanent Global Note a temporary global note are) deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safekeeper (which expression has the meaning given in the Trust Deed), notices

to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 21 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

**12. AUTHENTICATION**

This Permanent Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of the Principal Paying Agent.

**13. EFFECTUATION**

If the Final Terms specify that the New Global Note form is applicable, this Permanent Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

**14. GOVERNING LAW**

This Permanent Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**IN WITNESS WHEREOF** the Issuer has caused this Permanent Global Note to be signed manually or in facsimile by a person duly authorised on its behalf.

**SIGNED on behalf of OSB GROUP PLC**

Name:

By:

**ISSUED** on the Issue Date

**AUTHENTICATED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH** as principal paying agent without recourse,  
warranty or liability

By:

**<sup>4</sup>EFFECTUATED** for and on behalf of

.....

as common safekeeper without  
recourse, warranty or liability

By:

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<sup>4</sup> This should only be completed where the relevant Final Terms indicate that this Global Note is intended to be a New Global Note (NGN).



### PART 3

#### FORM OF DEFINITIVE NOTE

[On the face of the Note:]

[*currency*][*denomination*]

**[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>f</sup>**

**THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE SECURITIES ACT) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT.**

#### **OSB GROUP PLC**

*(incorporated under the laws of England and Wales with registered number 11976839)*

#### **£3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC**

This Note is one of a series of notes (the **Notes**) of OSB GROUP PLC (the **Issuer**) described in the final terms (the **Final Terms**), a copy of which is endorsed on this Note. Any reference herein to the **Conditions** is to the Terms and Conditions of the Notes endorsed on this Note, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered **Condition** is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

The Issuer, for value received, promises to pay to the bearer of this Note the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank, N.A., London Branch as principal paying agent.

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

**SIGNED on behalf of OSB GROUP PLC**

Name:

By:

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<sup>5</sup> Legend to appear on every Note with a maturity of more than one year.

**ISSUED** on [●]

**AUTHENTICATED** for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH** as principal paying agent without recourse,  
warranty or liability

By:

*[On the reverse of the Note:]*

**FINAL TERMS**

The following is a copy of the relevant particulars of the Final Terms.

**TERMS AND CONDITIONS**

[To be inserted]

*[At the foot of the Terms and Conditions:]*

**PRINCIPAL PAYING AGENT**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

**[PAYING AGENTS]**

[Name]

[Name]

[Address]

[Address]

## PART 4

### FORM OF COUPON

[*On the face of the Coupon:*]

[*For Fixed Rate Notes*]

**OSB GROUP PLC**

[*currency*] [*amount*] [*fixed rate*] [*maturity*]

Coupon for [*currency*] [*amount of interest payment*] due on [*interest payment date*].

Such amount is payable, subject to the terms and conditions (the **Conditions**) endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

[*For Floating Rate Notes*]

**OSB GROUP PLC**

[*currency*] [*amount*] **Floating Rate Notes due** [*maturity*]

This Coupon relates to a Note in the denomination of [*currency*] [*amount*].

Coupon for the amount of interest due on the Interest Payment Date falling in [*month and year*].

Such amount is payable, subject to the terms and conditions (the **Conditions**) endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

The Note to which this Coupon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of this Coupon. In such event, this Coupon shall become void and no payment will be made in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>6</sup>

[*On the reverse of the Coupon:*]

**Principal Paying Agent:**

**Citibank, N.A., London Branch**

Citigroup Centre

Canada Square

Canary Wharf

London E14 5LB

United Kingdom

---

<sup>6</sup> Legend to appear on every Note with a maturity of more than one year.

**PART 5**  
**FORM OF TALON**

*[On the face of the Talon:]*

**OSB GROUP PLC**

**[currency] [amount] [[fixed rate]/Floating Rate] Notes due [maturity]**

Talon for further Coupons.

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of the Coupon Sheet to which this Talon is (or was at the time of issue) attached, this Talon may be exchanged at the specified office for the time being of the principal paying agent shown on the reverse of this Talon (or any successor principal paying agent appointed from time to time in accordance with the terms and conditions (the **Conditions**) of the Notes to which this Talon relates) for a further Coupon Sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to the Conditions).

The Note to which this Talon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of such final Coupon. In such event, this Talon shall become void and no Coupon will be delivered in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]

*[On the reverse of the Talon:]*

**Principal Paying Agent:**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

## SCHEDULE 3

### FORMS OF GLOBAL CERTIFICATE AND INDIVIDUAL CERTIFICATE

#### PART 1

##### FORM OF GLOBAL CERTIFICATE

**THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE SECURITIES ACT) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT.**

##### **OSB GROUP PLC**

*(incorporated under the laws of England and Wales with registered number 11976839)*

##### **£3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC**

##### **GLOBAL CERTIFICATE**

#### **1. INTRODUCTION**

##### **1.1 The Notes**

This Global Certificate is issued in respect of the notes (the **Notes**) of OSB GROUP PLC (the **Issuer**) described in the final terms (the **Final Terms**) a copy of which is annexed hereto. The Notes:

(a) **Trust Deed**

are subject to, and have the benefit of, a trust deed dated 14 January 2022 as amended and/or supplemented and/or restated from time to time (the **Trust Deed**) made between the Issuer and Citicorp Trustee Company Limited as trustee (the **Trustee**, which expression includes all persons for the time being appointed trustee or trustees under the Trust Deed); and

(b) **Agency Agreement**

are the subject of an agency agreement dated 14 January 2022 as amended and/or supplemented and/or restated from time to time (the **Agency Agreement**) made between the Issuer, Citibank N.A., London Branch as registrar (the **Registrar**, which expression includes any successor registrar appointed from time to time in connection with the Notes), the Trustee, Citibank, N.A., London Branch as principal paying agent and the other agents named therein.

##### **1.2 Construction**

All references in this Global Certificate to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time provided that, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Certificate.

### 1.3 References to Conditions

Any reference herein to the **Conditions** is to the Terms and Conditions of the Notes set out in Schedule 1 (Terms and Conditions of the Notes) hereto, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered **Condition** is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Certificate.

## 2. REGISTERED HOLDER

This certifies that the person whose name is entered in the register maintained by the Registrar in relation to the Notes (the **Register**) is the duly registered holder (the **Holder**) of the aggregate principal amount shown in the Register from time to time of Notes of the Series specified in the Final Terms or (if the aggregate principal amount in respect of the Series specified in the Final Terms is different from the aggregate principal amount in respect of the Tranche specified in the Final Terms) the aggregate principal amount shown in the Register from time to time of Notes of the Tranche specified in the Final Terms.

## 3. PROMISE TO PAY

The Issuer, for value received, promises to pay to the Holder, in respect of each Note represented by this Global Certificate, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

## 4. PAYMENT CONDITIONS

### 4.1 Payment Business Day

If the currency of any payment made in respect of Notes represented by this Global Certificate is euro, the applicable Payment Business Day shall be any day which is 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, if the currency of any payment made in respect of Notes represented by this Global Certificate is not euro, the applicable Payment Business Day shall be any day which is 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.

### 4.2 Payment Record Date

Each payment made in respect of this Global Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the **Record Date**) where **Clearing System Business Day** means Monday to Friday inclusive except 25 December and 1 January.

## 5. EXCHANGE FOR INDIVIDUAL CERTIFICATES

This Global Certificate will be exchanged in whole (but not in part) for duly authenticated and completed Individual Certificates (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement if the Final Terms specifies “in the limited circumstances described in the Global Certificate”, then if either of the following events occurs:

- (i) **Closure of clearing systems**

Euroclear Bank SA/NV (**Euroclear**) or Clearstream Banking S.A. (**Clearstream, Luxembourg**) or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(ii) **Event of Default**

any of the circumstances described in Condition 14 (*Events of Default*) occurs; or

(iii) **Upon withholding or deduction**

if the Trustee is satisfied that, on the occasion of the next payment due in respect of the Notes of the relevant Series, the Issuer or any of the Transfer Agents and Paying Agents would be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form.

## 6. DELIVERY OF INDIVIDUAL CERTIFICATES

Whenever this Global Certificate is to be exchanged for Individual Certificates, such Individual Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Global Certificate within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Individual Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global Certificate at the Specified Office of the Registrar. Such exchange shall be effected in accordance with the provisions of the Trust Deed and the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder or the Trustee, 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. In this Clause 6, **business day** means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its Specified Office.

## 7. CONDITIONS APPLY

Save as otherwise provided herein, the Holder of this Global Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Global Certificate, any reference in the Conditions to **Certificate** or **Certificates** shall, except where the context otherwise requires, be construed so as to include this Global Certificate.

## 8. EXERCISE OF CALL OPTION

In connection with an exercise of the option contained in Conditions 10(B) (*Redemption and Purchase - Redemption at the option of the Issuer*), 10(C) (*Redemption and Purchase - Redemption for Tax Event*) and 10(D) (*Redemption and Purchase - Redemption for Capital Disqualification Event*) in relation to some only of the Notes, the Notes represented by this Global Certificate may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

**9. NOTICES**

Notwithstanding Condition 21 (*Notices*), so long as this Global Certificate is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system (an **Alternative Clearing System**), notices to Holders of Notes represented by this Global Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System and, in any case, such notices shall be deemed to have been given to the Holders of the Notes in accordance with Condition 21 (*Notices*) on the date of delivery to Euroclear, Clearstream, Luxembourg and/or such Alternative Clearing System.

**10. DETERMINATION OF ENTITLEMENT**

This Global Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global Certificate.

**11. AUTHENTICATION**

This Global Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of the Registrar.

**12. EFFECTUATION**

This Global Certificate shall not be valid for any purpose until it has been effectuated for or on behalf of the entity appointed as common safekeeper by Euroclear or Clearstream, Luxembourg.

**13. GOVERNING LAW**

This Global Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

**SIGNED on behalf of OSB GROUP PLC**

Name:

By:

**ISSUED** on [*issue date*]

**AUTHENTICATED** for and on behalf of  
**CITIBANK N.A., LONDON BRANCH**  
as registrar without recourse, warranty or liability

By:

**EFFECTUATED** for and on behalf of

**CITIBANK, N.A., LONDON BRANCH** as common safekeeper  
without recourse, warranty or liability

By:

**Form of Transfer**

FOR VALUE RECEIVED ..... being the registered holder of this Global Certificate, hereby transfers to

.....  
.....

of.

.....  
.....

[currency] ..... in principal amount of the Notes and irrevocably requests and authorises Citibank N.A., London Branch, in its capacity as registrar in relation to the Notes (or any successor to Citibank N.A., London Branch, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(duly authorised)

**Notes**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Certificate.

- (a) A representative of such registered holder should state the capacity in which they sign, eg executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar may require.
- (c) Any transfer of Notes shall be in an amount equal to a Specified Denomination or an integral multiple thereof.

PART 2

FORM OF INDIVIDUAL CERTIFICATE

Serial Number: .....

**THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE SECURITIES ACT) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT.**

**OSB GROUP PLC**

*(incorporated under the laws of England and Wales with registered number 11976839)*

**£3,000,000,000 Euro Medium Term Note Programme of OSB GROUP PLC**

This Individual Certificate is issued in respect of a series of notes (the **Notes**) of OSB GROUP PLC (the **Issuer**) described in the final terms (the **Final Terms**) a copy of the relevant particulars of which is endorsed on this Individual Certificate. Any reference herein to the “Conditions” is to the Terms and Conditions of the Notes endorsed on this Individual Certificate, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered “Condition” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Individual Certificate.

This is to certify that:

.....

of

.....

is the person registered in the register maintained by the Registrar in relation to the Notes (the **Register**) as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the **Holder**) of:

[**currency**] .....

(.....[**CURRENCY IN WORDS**])

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises to pay the Redemption Amount to the Holder on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on this Individual Certificate on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Individual Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Individual Certificate.

This Individual Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank N.A., London Branch as registrar.

This Individual Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of the Issuer.

**SIGNED on behalf of OSB GROUP PLC**

By:

**ISSUED** as of [*issue date*]

**AUTHENTICATED** for and on behalf of  
**CITIBANK N.A., LONDON BRANCH** as registrar without recourse,  
warranty or liability

By:

**Form of Transfer**

FOR VALUE RECEIVED ..... being the registered holder of this Individual Certificate, hereby transfers to

.....  
.....

of.

.....  
.....

[currency] ..... in principal amount of the Notes and irrevocably requests and authorises Citibank N.A., London Branch, in its capacity as registrar in relation to the Notes (or any successor to Citibank N.A., London Branch, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....  
(duly authorised)

**Notes**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Individual Certificate.

- (a) A representative of such registered holder should state the capacity in which they sign, eg executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar may require.
- (c) Any transfer of Notes shall be in an amount equal to a Specified Denomination or an integral multiple thereof.

*[On the reverse of the Certificate:]*

**FINAL TERMS**

The following is a copy of the Final Terms.

**TERMS AND CONDITIONS**

*[To be inserted]*

*[At the foot of the Terms and Conditions:]*

**PRINCIPAL PAYING AGENT AND  
TRANSFER AGENT**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

**REGISTRAR**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

## SCHEDULE 4

### PROVISIONS FOR MEETINGS OF NOTEHOLDERS

#### 1. DEFINITIONS

In this Trust Deed and the Conditions, the following expressions have the following meanings:

- (a) In relation to Meetings of Holders of Registered Notes and/or Holders of Bearer Notes:

**Chairperson** means, in relation to any Meeting, the individual who takes the chair in accordance with Clause 8 (Chairperson);

**Electronic Consent** has the meaning set out in Clause 20 (Written Resolution and Electronic Consent);

**electronic platform** means any form of telephone or electronic platform or facility and includes, without limitation, telephone and video conference call and application technology systems;

**Extraordinary Resolution** means a resolution passed (i) at a Meeting duly convened and held in accordance with this Schedule by a majority of at least 75% of the votes cast, (ii) by a Written Resolution or (iii) by an Electronic Consent;

**Meeting** means a meeting of Noteholders (whether originally convened or resumed following an adjournment and whether held as a physical meeting or as a virtual meeting);

**physical meeting** means any meeting attended by persons present in person at the physical location specified in the notice of such meeting;

**present** means physically present in person at a physical meeting, or able to participate in a virtual meeting via an electronic platform;

**virtual** meeting means any meeting held via an electronic platform;

**Relevant Fraction** means:

- (i) for all business other than voting on an Extraordinary Resolution, not less than 10% in principal amount of the Notes for the time being outstanding;
- (ii) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, a clear majority in principal amount of the Notes for the time being outstanding; and
- (iii) for voting on any Extraordinary Resolution relating to a Reserved Matter, not less than two-thirds in principal amount of the Notes for the time being outstanding;

*provided, however, that*, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

- (A) for all business other than as described in paragraph (B) below of this definition, one or more persons being or representing Holders whatever the principal amount of the Notes so held or represented; and

- (B) for voting on any Extraordinary Resolution relating to a Reserved Matter, not less than one third in principal amount of the Notes for the time being outstanding;

Notwithstanding the above, the agreement or approval of the Holders shall not be required in the case of (i) the implementation of any Benchmark Amendment described in Condition 9 (*Benchmark Discontinuation*) and (ii) any variation of the Conditions and/or the Trust Deed required to be made in the circumstances described in Conditions 10(P) (*Redemption and Purchase - Substitution and Variation of Senior Notes*) and 10(O) (*Redemption and Purchase - Substitution and Variation of Tier 2 Capital Notes*) in connection with the variation of the terms of the Notes so that they remain or become Qualifying Tier 2 Securities or Loss Absorption Compliant Notes, as the case may be, and to which the Trustee has agreed pursuant to the relevant provisions of Conditions 10(P) (*Redemption and Purchase - Substitution and Variation of Senior Notes*) or 10(O) (*Redemption and Purchase - Substitution and Variation of Tier 2 Capital Notes*), as the case may be.

**Reserved Matter** means any proposal:

- (i) to modify provisions regarding status and subordination referred to in Condition 3 (*Status*) or Clause 5 (*Subordination*) of the Trust Deed, reduce or cancel the amount of principal, or the rate of interest payable, in respect of the Notes or, where applicable, to modify, except where such modification is in the opinion of the Trustee bound to result in an increase, of the method of calculating the amount payable, or to modify the date of payment, or, where applicable, of the method of calculating the date of payment, in respect of any principal or interest in respect of the Notes;
- (ii) to alter the currency in which payments under the Notes or Coupons are to be made;
- (iii) to alter the majority required to pass an Extraordinary Resolution;
- (iv) to sanction any such scheme or proposal as is described in Clause 17(i) below; or
- (v) to amend this definition;

**Written Resolution** means a resolution in writing signed by or on behalf of Holders of not less than 75% in principal amount of Notes outstanding;

**24 hours** means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held or, where the meeting is to be a virtual meeting, London, and in each of the places where the Paying Agents have their Specified Offices and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and

**48 hours** means two consecutive periods of 24 hours.

In relation to Meetings of Holders of Bearer Notes only:

**Block Voting Instruction** means, in relation to any Meeting, a document in the English language issued by a Paying Agent:

- (i) certifying that the Deposited Notes have been deposited with such Paying Agent (or to its order at a bank or other depositary) or blocked in an account with a clearing system and will not be released until the earlier of:

- (A) the conclusion of the Meeting; and
  - (B) the surrender to such Paying Agent, not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption), of the receipt for the Deposited Notes and notification thereof by such Paying Agent to the Issuer and the Trustee; and
- (ii) certifying that the depositor of each Deposited Note or a duly authorised person on its behalf has instructed the relevant Paying Agent that the votes attributable to such Deposited Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked;
  - (iii) listing the total number and (if in definitive form) the certificate numbers of the Deposited Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
  - (iv) authorising a named individual or individuals to vote as a Proxy in respect of the Deposited Notes in accordance with such instructions;

**Deposited Notes** means certain specified Bearer Notes which have been deposited with a Paying Agent (or to its order at a bank or other depositary) or blocked in an account with a clearing system, for the purposes of the issuance of a Block Voting Instruction or a Voting Certificate;

**Proxy** in the case of Bearer Notes means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction other than:

- (i) any such person whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (ii) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed;

**Voter** means, in relation to any Meeting, the bearer of a Voting Certificate, Proxy or the bearer of a Definitive Note who produces such Definitive Note at the Meeting; and

**Voting Certificate** means, in relation to any Meeting, a certificate in the English language issued by a Paying Agent and dated in which it is stated:

- (i) that the Deposited Notes have been deposited with such Paying Agent (or to its order at a bank or other depositary) or blocked in an account with a clearing system and will not be released until the earlier of:
  - (A) the conclusion of the Meeting; and
  - (B) the surrender of such certificate to such Paying Agent; and
- (ii) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Deposited Notes.

- (b) In relation to any Meeting of the Holders of Registered Notes:

**Block Voting Instruction** means, in relation to any Meeting, a document in the English language issued by a Registrar:

- (i) certifying:
- (A) that certain specified Registered Notes (each a **Blocked Note**) have been blocked in an account with a clearing system and will not be released until the conclusion of the Meeting and that the Holder of each Blocked Note or a duly authorised person on its behalf has instructed the Registrar that the votes attributable to such Blocked Note are to be cast in a particular way on each resolution to be put to the Meeting; or
  - (B) that each registered Holder of certain specified Registered Notes (each a **Relevant Note**) or a duly authorised person on its behalf has instructed the Registrar that the votes attributable to each Relevant Note held by it are to be cast in a particular way on each resolution to be put to the Meeting; and
- in each case that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked;
- (ii) listing the total principal amount of the Blocked Notes and the Relevant Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (iii) authorising a named individual or individuals to vote as a Proxy in respect of the Blocked Notes and the Relevant Notes in accordance with such instructions;

**Form of Proxy** means, in relation to any Meeting, a document in the English language available from the Registrar signed by a Noteholder or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the Registrar not later than 48 hours before the time fixed for such Meeting, appointing a named individual or individuals to vote in respect of the Registered Notes held by such Noteholder;

**Proxy** in the case of Registered Notes means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction or a Form of Proxy other than:

- (i) any such person whose appointment has been revoked and in relation to whom the Registrar has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (ii) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed; and

**Voter** means, in relation to any Meeting, (a) a Proxy or (b) (subject to Clause 5 (Record date in relation to Registered Notes) below) a Noteholder; provided, however, that (subject to Clause 5 (Record date in relation to Registered Notes) below) any Noteholder which has appointed a Proxy under a Block Voting Instruction or Form of Proxy shall not be a **Voter** except to the extent that the appointment of such Proxy has been revoked and the Registrar notified in writing of such revocation at least 48 hours before the time fixed for such Meeting.

## **2. ISSUE OF VOTING CERTIFICATES, BLOCK VOTING INSTRUCTIONS AND FORMS OF PROXY**

### **2.1 Bearer Notes**

The Holder of a Bearer Note may obtain a Voting Certificate from any Paying Agent or require any Paying Agent to issue a Block Voting Instruction by depositing such Bearer Note with such Paying Agent or arranging for such Bearer Note to be (to its satisfaction) held to its order or under its control or blocked in an account with a clearing system not later than 48 hours before the time fixed for the relevant Meeting. A Voting Certificate or Block Voting Instruction shall be valid until the release of the Deposited Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the Holder of the Bearer Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Bearer Note.

### **2.2 Registered Notes**

The Holder of a Registered Note may require the Registrar to issue a Block Voting Instruction by arranging (to the satisfaction of the Registrar) for such Registered Note to be blocked in an account with a clearing system not later than 48 hours before the time fixed for the relevant Meeting. The Holder of a Registered Note may require the Registrar to issue a Block Voting Instruction by delivering to the Registrar written instructions not later than 48 hours before the time fixed for the relevant Meeting. Any Holder of a Note may obtain an uncompleted and unexecuted Form of Proxy from the Registrar. A Block Voting Instruction and a Form of Proxy cannot be outstanding simultaneously in respect of the same Registered Note.

## **3. REFERENCES TO DEPOSIT/RELEASE OR BLOCKING/RELEASE OF NOTES**

### **3.1 Bearer Notes**

Where Bearer Notes are represented by one or more Global Notes or are held in definitive form within a clearing system, references to the deposit, or release, of Bearer Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of such clearing system.

### **3.2 Registered Notes**

Where Registered Notes are represented by one or more Global Certificates or are held in definitive form within a clearing system, references to the blocking, or release, of Registered Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of such clearing system.

## **4. VALIDITY OF BLOCK VOTING INSTRUCTIONS AND FORMS OF PROXY**

### **4.1 Bearer Notes**

A Block Voting Instruction in relation to Bearer Notes shall be valid only if it is deposited at the Specified Office of the relevant Paying Agent or at some other place approved by the Trustee, at least 24 hours before the time fixed for the relevant Meeting or the Chairman decides otherwise before the Meeting proceeds to business. If the Trustee requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Trustee shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

## **4.2 Registered Notes**

Block Voting Instructions in relation to Registered Notes and Forms of Proxy shall be valid only if deposited at the specified office of the Registrar or at some other place approved by the Trustee, at least 24 hours before the time fixed for the relevant Meeting or the Chairman decides otherwise before the Meeting proceeds to business. If the Trustee requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Trustee shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

## **5. RECORD DATE IN RELATION TO REGISTERED NOTES**

The Issuer may fix a record date for the purposes of any Meeting of the Holders of Registered Notes or any resumption thereof following its adjournment for want of a quorum provided that such record date is not more than 10 days prior to the time fixed for such Meeting or (as the case may be) its resumption. The person in whose name a Registered Note is registered in the Register on the record date at close of business in the city in which the Registrar has its Specified Office shall be deemed to be the Holder of such Note for the purposes of such Meeting and notwithstanding any subsequent transfer of such Note or entries in the Register.

## **6. CONVENING OF MEETING**

6.1 The Issuer or the Trustee, subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction, may and the Trustee shall, upon a requisition in writing in the English language signed by Noteholders holding not less than 10% of the aggregate principal amount of the outstanding Notes, convene a Meeting. Every physical meeting shall be held on a date, and at a time and place, approved by the Trustee. Every virtual meeting shall be held via an electronic platform and at a time approved by the Trustee.

6.2 A meeting that has been validly convened may be cancelled by the person who convened such meeting by giving at least one day's notice (exclusive of the day on which the notice is given or deemed to be given and of the day of the meeting) to the Noteholders (with a copy to the Trustee where such meeting was convened by the Issuer or to the Issuer where such meeting was convened by the Trustee). Any meeting cancelled in accordance with this paragraph 6.2 shall be deemed not to have been convened.

## **7. NOTICE**

### **7.1 General**

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place (or details of the electronic platform to be used in the case of a virtual meeting) of the Meeting shall be given to the Noteholders and the Paying Agents in relation to Bearer Notes, and the Registrar, in relation to Registered Notes (with a copy to the Issuer) where the Meeting is convened by the Trustee and/or the Issuer. In the case of a virtual meeting, each such notice shall set out such other further details as are required under Clause 23.1 below.

### **7.2 Bearer Notes**

The notice shall set out the full text of any resolutions to be proposed and shall state that the Bearer Notes may be deposited with, or to the order of, any Paying Agent for the purpose of obtaining Voting Certificates or appointing Proxies not later than 48 hours before the time fixed for the Meeting and a Noteholder may appoint a Proxy either under a Block Voting Instruction by delivering written instructions to the Registrar or by executing and delivering a Form of Proxy to the Specified Office of the Registrar, in either case until 48 hours before the time fixed for the Meeting.

### **7.3 Registered Notes**

The notice shall set out the full text of any resolutions to be proposed and shall state that Registered Notes may be blocked in clearing systems for the purposes of appointing Proxies under Block Voting Instructions until 48 hours before the time fixed for the Meeting and a Noteholder may appoint a Proxy either under a Block Voting Instruction by delivering written instructions to the Registrar or by executing and delivering a Form of Proxy to the Specified Office of the Registrar, in either case until 48 hours before the time fixed for the Meeting.

### **8. CHAIRPERSON**

An individual (who may, but need not, be a Noteholder) nominated in writing by the Trustee may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairperson. The Chairperson of an adjourned Meeting need not be the same person as was the Chairperson of the original Meeting.

### **9. QUORUM**

The quorum at any Meeting shall be one or more Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Notes.

### **10. ADJOURNMENT FOR WANT OF QUORUM**

If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson may decide) after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and
- (b) in the case of any other Meeting (unless the Issuer and the Trustee otherwise agree), it shall be adjourned to the same day in the next week (or if such day is a public holiday the next succeeding business day) at the same time and place (except in the case of a Meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period, being not less than 14 clear days nor more than 42 clear days, and to such place or electronic platform (as the case may be) as may be appointed by the Chairperson either at or subsequent to such Meeting and approved by the Trustee). If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any adjourned Meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairperson may either (with the approval of the Trustee) dissolve such Meeting or adjourn the same for such period, being not less than 14 clear days, and to such place or electronic platform (as the case may be) as may be appointed by the Chairperson either at or subsequent to such adjourned Meeting and approved by the Trustee, and the provisions of this sentence shall apply to all such further adjourned Meetings. At any adjourned Meeting, one or more persons present holding Notes or voting certificates or being proxies (whatever the principal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the Meeting from which the adjournment took place had the requisite quorum been present provided that at any adjourned Meeting the quorum for the transaction of business comprising any of the matters related to a Reserved Matter shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than one third of the principal amount of the Notes for the time being outstanding.

## **11. ADJOURNED MEETING**

The Chairperson may, with the consent of, and shall if directed by, any Meeting adjourn such Meeting from time to time and from place to place (including, for this purpose an electronic platform), but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

## **12. NOTICE FOLLOWING ADJOURNMENT**

Clause 7 (Notice) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

- (a) 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

## **13. PARTICIPATION**

The following may attend, participate in and speak at a Meeting:

- (a) Voters;
- (b) representatives of the Issuer and the Trustee;
- (c) the financial advisers of the Issuer and the Trustee;
- (d) the legal counsel to the Issuer and the Trustee and such advisers;
- (e) any other person approved by the Meeting or the Trustee; and
- (f) in relation to Registered Notes, the Registrar, or in relation to Bearer Notes, the Principal Paying Agent.

## **14. SHOW OF HANDS AND POLL**

14.1 At any Meeting which is held only as a physical meeting, each question submitted to such Meeting shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded.

14.2 At any Meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson, the Issuer, the Trustee or any person present holding a Note or a Voting Certificate or being a proxy (whatever the principal amount of the Notes so held or represented by him), a declaration by the Chairperson that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

14.3 Subject to Clause 14.4 below, if at any Meeting a poll is so demanded, it shall be taken in such manner and subject as hereinafter provided either at once or after an adjournment as the Chairperson directs and the result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the

continuance of the Meeting for the transaction of any business other than the motion on which the poll has been demanded.

- 14.4 Any poll demanded at any Meeting on the election of a Chairperson or on any question of adjournment shall be taken at the Meeting without adjournment.
- 14.5 At a virtual meeting, a resolution put to the vote of the Meeting shall be decided on a poll in accordance with Clause 23.3 below, and any such poll will be deemed to have been validly demanded at the time fixed for holding the meeting to which it relates.

## **15. VOTES**

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, the number of votes obtained by dividing the aggregate principal amount of the outstanding Note(s) represented or held by them by one.

In the case of a voting tie the Chairperson shall have a casting vote.

Unless the terms of any Block Voting Instruction or Form of Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which they are entitled or to cast all the votes which they exercise in the same way.

## **16. VALIDITY OF VOTES BY PROXIES**

- 16.1 Any vote by a Proxy in accordance with the relevant Block Voting Instruction in relation to either Bearer or Registered Notes or Form of Proxy in relation to Registered Notes shall be valid even if such Block Voting Instruction or Form of Proxy or any instruction pursuant to which it was given has been amended or revoked, provided that none of the Issuer, the Trustee, the Paying Agent, the Registrar or the Chairperson has been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting; or
- 16.2 Unless revoked, any appointment of a Proxy under a Block Voting Instruction or a Form of Proxy in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment; provided, however, that no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed. Any Proxy appointed to vote at such a Meeting must be re-appointed under a Block Voting Instruction (or, in relation to Registered Notes, a Form of Proxy) to vote at the Meeting when it is resumed.

## **17. POWERS**

A Meeting shall, in addition to the powers hereinbefore given, have the following powers exercisable by Extraordinary Resolution (subject to the provisions relating to quorum contained in Clause 9 (Quorum) and Clause 10 (Adjournment for want of quorum) above):

- (a) power to sanction any compromise or arrangement proposed to be made between the Issuer, the Trustee, any Appointee and the Noteholders and the Couponholders or any of them;
- (b) power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Trustee, any Appointee, the Noteholders, the Couponholders or the Issuer against any other or others of them or against any of their property whether such rights shall arise under this Trust Deed, the Notes, the Talons or the Coupons or otherwise;

- (c) power to assent to any modification or waiver of the provisions of this Trust Deed, the Notes, the Talons or the Coupons which shall be proposed by the Issuer, the Trustee or any Noteholder;
- (d) power to give any authority or sanction which under the provisions of this Trust Deed is required to be given by Extraordinary Resolution;
- (e) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;
- (f) power to approve of a person to be appointed a trustee and power to remove any trustee or trustees for the time being of this Trust Deed;
- (g) power to discharge or exonerate the Trustee and/or any Appointee from all liability in respect of any act or omission for which the Trustee and/or such Appointee may have become responsible under this Trust Deed, the Notes, the Talons or the Coupons;
- (h) power to authorise the Trustee and/or any Appointee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; and
- (i) power to sanction any scheme of proposal for the exchange or sale of the Notes for or the conversion of the Notes into or the cancellation of the Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;

provided that the requirements of Condition 18(E) (*Meetings of Noteholders; Modification and Waiver; Substitution - Supervisory Permission*) are complied with in relation to any modification, waiver or substitution of Tier 2 Capital Notes.

## **18. EXTRAORDINARY RESOLUTION BINDS ALL HOLDERS**

An Extraordinary Resolution duly passed shall be binding upon all Noteholders and, in relation to Bearer Notes and Couponholders, whether or not present at or participating in such Meeting, and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders and, in relation to Bearer Notes, to the Paying Agents and, in relation to Registered Notes, the Registrar (with a copy to the Issuer and the Trustee) within 14 days of the conclusion of the Meeting.

## **19. MINUTES**

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairperson shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

## 20. WRITTEN RESOLUTION AND ELECTRONIC CONSENT

- 20.1 Subject to the following sentence, a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders.

For so long as the Notes are in the form of a Global Bearer Note or a Global Certificate held on behalf of one or more of Euroclear, Clearstream, Luxembourg or an alternative clearing system, then, in respect of any resolution proposed by the Issuer or the Trustee:

- 20.2 Where the terms of the resolution proposed by the Issuer or the Trustee (as the case may be) have been notified to the Noteholders through the relevant clearing system(s) as provided in Clauses 20.2(a) and/or 20.2(b) below, each of the Issuer and the Trustee shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the Holders of not less than 75% in principal amount of the Notes outstanding (the **Required Proportion**) (**Electronic Consent**) by close of business on the Relevant Date. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. None of the Issuer or the Trustee shall be liable or responsible to anyone for such reliance.

- (a) When a proposal for a resolution to be passed as an Electronic Consent has been made, at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Noteholders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Noteholders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, blocking of their accounts in the relevant clearing system(s)) and the time and date (the **Relevant Date**) by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).
- (b) If, on the Relevant Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the party proposing such resolution (the **Proposer**) so determines, be deemed to be defeated. Such determination shall be notified in writing to the other party or parties to the Trust Deed. Alternatively, the Proposer may give a further notice to Noteholders that the resolution will be proposed again on such date and for such period as shall be agreed with the Trustee (unless the Trustee is the Proposer). Such notice must inform Noteholders that insufficient consents were received in relation to the original resolution and the information specified in (a) above. For the purpose of such further notice, references to "Relevant Date" shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer or the Trustee which is not then the subject of a meeting that has been validly convened in accordance with paragraph 6 above, unless that meeting is or shall be cancelled or dissolved.

- 20.3 Where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be, (A) by accountholders in the clearing system(s) with entitlements to such Global Bearer Note or Global Certificate and/or, (B) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or

other document issued by, in the case of (A) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the “relevant clearing system”) and, in the case of (B) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (B) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s Easyway system or Clearstream, Luxembourg’s Xact Web Portal) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

- 20.4 A Written Resolution or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Noteholders and holders of Coupons, Talons and Receipts, whether or not they participated in such Written Resolution and/or Electronic Consent.

## 21. FURTHER REGULATIONS

Subject to all other provisions contained in this Trust Deed, the Trustee may without the consent of the Issuer or the Noteholders prescribe or approve such further regulations regarding the holding of Meetings of Noteholders and attendance and voting at them as the Trustee may in its sole discretion determine or as proposed by the Issuer.

## 22. SEVERAL SERIES

The following provisions shall apply where outstanding Notes belong to more than one Series:

- (a) Business which in the opinion of the Trustee affects the Notes of only one Series shall be transacted at a separate Meeting of the Holders of the Notes of that Series.
- (b) Business which in the opinion of the Trustee affects the Notes of more than one Series but does not give rise to an actual or potential conflict of interest between the Holders of Notes of one such Series and the Holders of Notes of any other such Series shall be transacted either at separate Meetings of the Holders of the Notes of each such Series or at a single Meeting of the Holders of the Notes of all such Series, as the Trustee shall in its absolute discretion determine.
- (c) Business which in the opinion of the Trustee affects the Notes of more than one Series and gives rise to an actual or potential conflict of interest between the Holders of Notes of one such Series and the Holders of Notes of any other such Series shall be transacted at separate Meetings of the Holders of the Notes of each such Series.
- (d) The preceding Clauses of this Schedule shall be applied as if references to the Notes and Noteholders were to the Notes of the relevant Series and to the Holders of such Notes.

In this Clause 22, **business** includes (without limitation) the passing or rejection of any resolution.

## **23. ADDITIONAL PROVISIONS APPLICABLE TO VIRTUAL MEETINGS**

- 23.1 The Issuer (with the Trustee's prior approval) or the Trustee in its sole discretion may decide to hold a virtual meeting and, in such case, shall provide details of the means for Noteholders or their Proxies to attend and participate in such meeting, including the electronic platform used.
- 23.2 The Issuer or the Chairperson (in each case, with the Trustee's prior approval) or the Trustee in its sole discretion may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those entitled to take part in the virtual meeting or the security of the electronic platform. All documentation that is required to be passed between persons present at the virtual meeting (in whatever capacity) shall be communicated by email.
- 23.3 All resolutions put to a virtual meeting shall be voted on by a poll in accordance with Clauses 14.3, 14.4 and 15 above and such poll votes may be cast by such means as the Issuer (with the Trustee's prior approval) or the Trustee in its sole discretion considers appropriate for the purposes of the virtual meeting.
- 23.4 In determining whether persons are attending or participating in a virtual meeting, it is immaterial whether any two or more members attending it are in the same physical location as each other or how they are able to communicate with each other.
- 23.5 Two or more persons who are not in the same physical location as each other attend a virtual meeting if their circumstances are such that if they have (or were to have) rights to speak or vote at that meeting, they are (or would be) able to exercise them.
- 23.6 The Issuer (with the Trustee's prior approval) or the Trustee in its sole discretion may make whatever arrangements they consider appropriate to enable those attending a virtual meeting to exercise their rights to speak or vote at it.
- 23.7 A person is able to exercise the right to speak at a virtual meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, as contemplated by the relevant provisions of this Schedule.
- 23.8 A person is able to exercise the right to vote at a virtual meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting who are entitled to vote at such meeting.

**SIGNATORIES**

**IN WITNESS WHEREOF** this Trust Deed has been executed as a deed and delivered on the date stated at the beginning.

**EXECUTED** as a **DEED** by

**OSB GROUP PLC**

By:

\_\_\_\_\_

Director

In the presence of:

\_\_\_\_\_

Witness signature

\_\_\_\_\_

Witness name (in capitals)

Witness Address:

**EXECUTED** as a **DEED** by

**CITICORP TRUSTEE COMPANY LIMITED**

acting by

Director/Attorney

Director/Attorney

**DATED 14 JANUARY 2022**  
(as amended and restated on 14 May 2024)

**OSB GROUP PLC**

**and**

**CITICORP TRUSTEE COMPANY LIMITED**

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**TRUST DEED**

relating to a

£3,000,000,000

Euro Medium Term Note Programme

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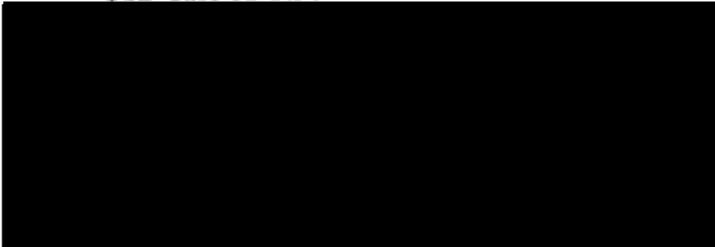
**ALLEN OVERY SHEARMAN STERLING LLP**  
**One Bishops Square**  
**London E1 6AD**

**SIGNATORIES TO THE SECOND SUPPLEMENTAL TRUST DEED**

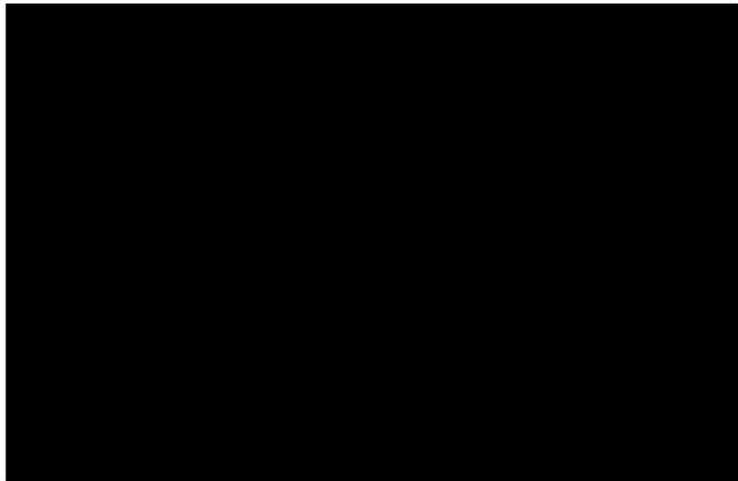
**IN WITNESS WHEREOF** this Second Supplemental Trust Deed has been executed by the Issuer and the Trustee as a deed and delivered on the date stated at the beginning.

**EXECUTED** as a **DEED** by

**OSB GROUP PLC**



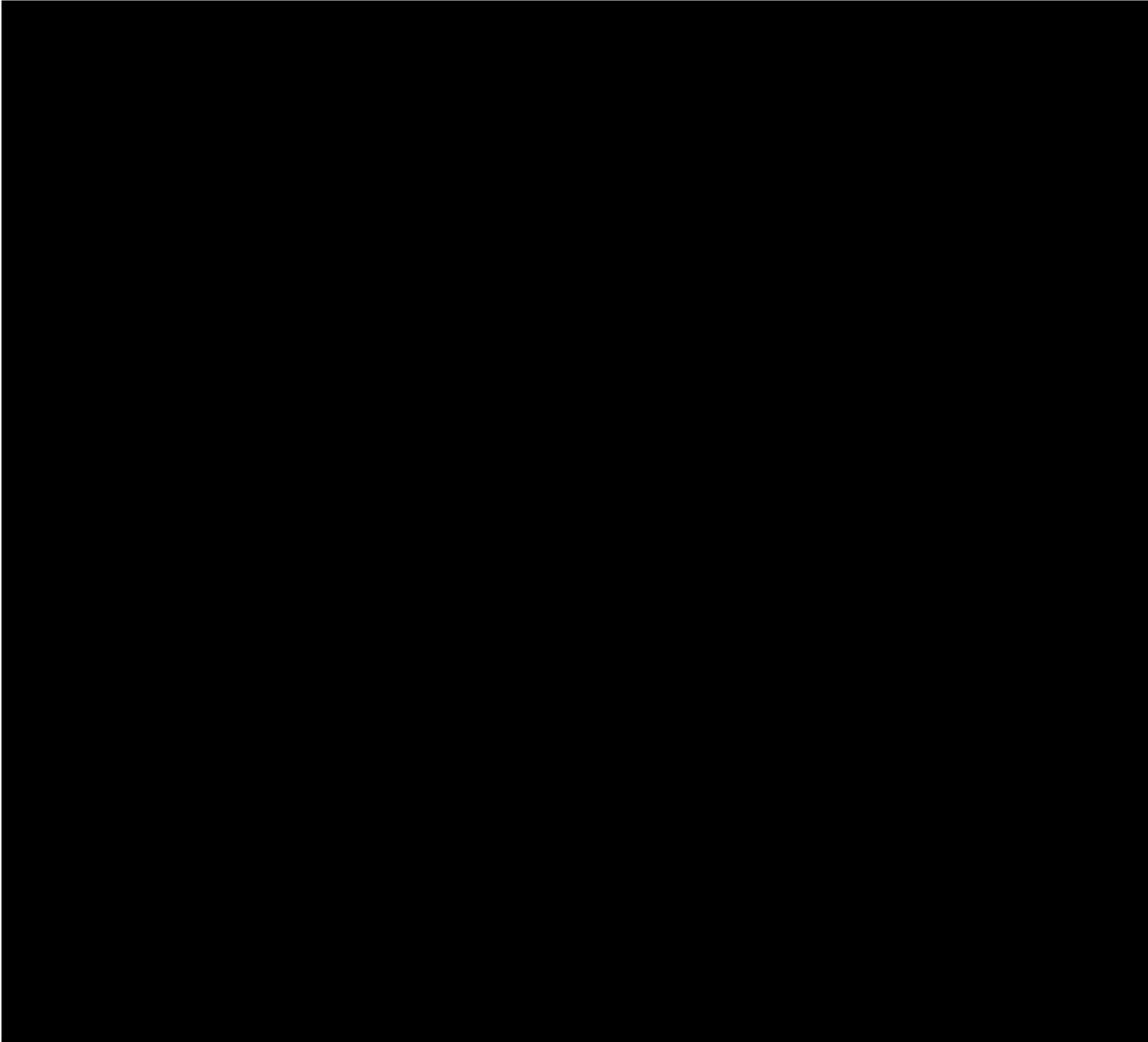
In the presence of:



*[Issuer Signature Page to the Second Supplemental Trust Deed]*

**EXECUTED** as a **DEED** by

**CITICORP TRUSTEE COMPANY LIMITED**



*[Trustee Signature Page to the Second Supplemental Trust Deed]*