

DATE: 28 November 2022

# Trust Deed

between

Virgin Money UK PLC  
Clydesdale Bank PLC  
as Issuers

and

Citicorp Trustee Company Limited  
as Trustee

relating to

£10,000,000,000 Global Medium Term Note Programme

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**THIS TRUST DEED** is dated 28 November 2022 and made **BETWEEN:**

- (1) **VIRGIN MONEY UK PLC**, registered in England and Wales as company number 9595911 and having its registered office at Jubilee House, Gosforth, Newcastle-upon-Tyne NE3 4PL, United Kingdom, (the "Company");
- (2) **CLYDESDALE BANK PLC** registered in Scotland as company number SC001111 and having its registered office at 30 St. Vincent Place, Glasgow G1 2HL, Scotland (the "Bank" and, together with the Company, the "Issuers" and each an "Issuer"); and
- (3) **CITICORP TRUSTEE COMPANY LIMITED** (the "Trustee", which expression includes, where the context admits, all persons for the time being the trustee or trustees of this Trust Deed).

**WHEREAS:**

- (A) The Company has established a £10,000,000,000 Global Medium Term Note Programme (the "Programme") for the issuance of notes (the "Notes") from time to time.
- (B) The Bank acceded to the Programme as an Issuer on 1 July 2019.
- (C) 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 Issuers 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.
- (D) 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 28 November 2022 (as amended and/or supplemented and/or restated from time to time) pursuant to which the Issuers have appointed the Principal Paying Agent, the Registrar, the other Transfer and Paying 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 and 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 and Paying Agents) any of the aforesaid agreements;

"Agents" means the Principal Paying Agent, the Registrar, the other Transfer and 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 Issuers or, if there shall be joint auditors of the Issuers, any one or more of such joint auditors;

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

"Authorised Signatory" means, in relation to each Issuer, any Director of such Issuer, any Authorised Person or any other person or persons notified to the Trustee as being an Authorised Signatory pursuant to Clause 7.17 (*Authorised Signatories*);

"Base Prospectus" means the base prospectus dated 28 November 2022 relating to the Programme, as from time to time amended, supplemented or replaced and including those documents incorporated therein by reference and, in relation to each Tranche, the relevant Final Terms;

"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 an 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 19 (*Notices*);

"Certificate" means, in relation to any Series, any Global Certificate or Individual Certificate and includes any replacement Certificate issued pursuant to Condition 15 (*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.;

"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 relevant 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 relevant 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 (*Remuneration*), pounds sterling or such other currency as may be agreed between the relevant 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 15 (*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 Issuers or the relevant Issuer (as the case may be) may appoint as a Dealer and notice of whose appointment has been given to the Principal Paying Agent and the Trustee by the Issuers or the relevant Issuer (as the case may be) 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 Issuers or the relevant Issuer (as the case may be) 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 relevant 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 Issuers in accordance with the provisions of the Programme Agreement or any other agreement between an 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 of Schedule 2;

"Director" means, in relation to each Issuer, or a New Company (as defined in Clause 8.3 (*Substitution*)) any member of the board of directors of such Issuer or New Company from time to time;

"DTC" means the Depository Trust Company;

"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 13(b) (*Events of Default*) does not apply, any of the conditions, events or acts provided in Condition 13(a) (*Events of 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 (1) any Series of Senior Notes where the relevant Final Terms specify that Condition 13(b) (*Events of Default*) applies and (2) each Series of Tier 2 Capital Notes, any of the conditions, events or acts provided in Condition 13(b)(i) (*Events of Default*);

"Exempt Notes" means Notes for which no prospectus is required to be published under the UK Prospectus Regulation.

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

"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 relevant 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 relevant 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, any Unrestricted Global Certificate or Restricted Global Certificate issued or to be issued pursuant to Clause 4.2 (*Global Certificates*);

"Individual Certificate" means, in relation to any Series, any Unrestricted Individual Certificate or Restricted Individual Certificate representing a Noteholder's entire holding of Notes, in or substantially in the form set out in 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;

"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 his securities account in the records of Clearstream, Luxembourg or Euroclear or DTC 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 relevant 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 15 (*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 19 (*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 9 (*Redemption and Purchase*);
- (D) those which have become void or in respect of which claims have become prescribed under Condition 14 (*Prescription*); and
- (E) in the case of Bearer Notes only:
  - (1) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 15 (*Replacement of Notes and Coupons*);
  - (2) (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 15 (*Replacement of Notes and Coupons*); and
  - (3) 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 Certificate, 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 and vote at any meeting of the Holders of Notes of any Series 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 13 (*Events of Default*), Condition 17 (*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 relevant Issuer or any Subsidiary of such Issuer) for the benefit of the relevant Issuer or any Subsidiary of such 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;

"Performance Obligation" means any term, obligation or condition binding on the Issuer under the Notes or the terms of this Trust Deed (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 outstanding);

"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 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 13 (*Events of Default*), become an Event of Default;

"Programme Agreement" means the programme agreement dated 28 November 2022 (as amended and/or supplemented and/or restated from time to time) between the Issuers and the Dealers named therein in relation to the Programme;

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

"Registrar" means in relation to the Registered Notes of any Series, Citibank Europe plc, 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;

"Restricted Global Certificate" means, in relation to any Series, a restricted global registered note certificate representing the Notes of such Series to be issued pursuant to Clause 4.2 (*Global Certificates*) in the form or substantially in the form set out in Part 2 of Schedule 3 and bearing the Rule 144A Legend and, if applicable, any legends required by DTC;

"Restricted Individual Certificate" means, in relation to any Series, a restricted individual registered note certificate representing a Noteholder's entire holding of Notes of such Series in the form or substantially in the form set out in Part 4 of Schedule 3 and bearing the Rule 144A Legend;

"Rule 144A Legend" means the transfer restriction legend relating to the Securities Act set out in the forms of Restricted Global Certificate and Restricted Individual Certificate;

"Securities Act" means the United States Securities Act of 1933;

"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" shall have the meaning given to such term in the Agency Agreement;

"Stock Exchange" means any stock exchange, listing authority and/or quotation system on or by which the Notes are admitted to listing, trading and/or quotation;

"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;

"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 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;

"UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018;

"Unrestricted Global Certificate" means, in relation to any Series, an unrestricted 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 of Schedule 3 and, if applicable, bearing the legends required by DTC but not the Rule 144A Legend; and

"Unrestricted Individual Certificate" means, in relation to any Series, an unrestricted 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 3 of Schedule 3.

## 1.2 **Interpretation:** In this Trust Deed:

- (A) **Statutory modification:** any references 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 and/or DTC shall, wherever the context so admits, be deemed to include references to any additional or alternative clearing system approved by the Issuers 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*;
  - (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); and
  - (M) **Pricing Supplement:** any reference in this Agreement to Final Terms shall, in the case of a Tranche of Exempt Notes, be read and construed as a reference to the Pricing Supplement.
- 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 and for the purpose of determining such aggregate principal amount Clause 4.1(K) of the Programme Agreement shall apply.
- 2.2 **Prior to each Issue Date:** By not later than 10.00 a.m. (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 relevant Issuer shall:
- (A) deliver or cause to be delivered to the Trustee a draft of the relevant Final Terms and, if applicable, 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.
- 2.4 **Further legal opinions:** Before the first issue of Notes occurring after each anniversary of this Trust Deed, on each occasion when a legal opinion is delivered to a Dealer(s) pursuant to Clause 5.6 (*Legal opinions*) of the Programme Agreement and on such other occasions as the Trustee so requests, the relevant Issuer will procure (at its own expense) that further legal opinions in such form and with such content as the Trustee may require from the legal advisers specified in the Programme Agreement or in the relevant jurisdiction approved by the Trustee are delivered to the Trustee. In each such case, receipt by the Trustee of the relevant opinion in a form satisfactory to the Trustee shall be a condition precedent to the issue of Notes pursuant to this Trust Deed.

### 3. **Covenant to Pay**

- 3.1 **Covenant to Pay:** Each 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, 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 relevant covenant by the Issuers 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 13 (*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 19 (*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) (*Covenant to Pay*)) 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 19 (*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 the 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, the Trustee may:

- (A) by notice in writing to the relevant Issuer, the Principal Paying Agent and the other Agents require the Principal Paying Agent and the other Agents or any of them:
- (1) 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

- (2) 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 relevant 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, Clause 3.1(A) (*Covenant to Pay*) and (so far as it concerns payments by the Issuer) Clause 11.4 (*Payments 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 13 (*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 13 (*Events of Default*) (with consequential amendments as necessary) except that the rates of interest need not be published.
- 3.4 **Further Notes:** The Issuers shall be at liberty from time to time (but subject always to the provisions of this Trust Deed) without the consent of the Noteholders or Couponholders to create and issue further Notes 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.
- 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 relevant 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 Unrestricted 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 relevant 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 Unrestricted Global Certificate.
- (D) All Restricted Global Certificates shall be prepared, completed and delivered to a common depository for Clearstream, Luxembourg or Euroclear or delivered to a custodian for DTC, as the case may be, in accordance with the Programme Agreement and the Agency Agreement. The relevant Final Terms shall be annexed to each Restricted 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 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 3 of Schedule 3 (with respect to Unrestricted Individual Certificates) and Part 4 of Schedule 3 (with respect to Restricted Individual Certificates). Individual Certificates will be endorsed with the Conditions.

4.5 **Signature:** The Global Bearer Notes, the Definitive Notes and the Certificates will be signed by one or more Authorised Signatories designated by the relevant Issuer and will be authenticated 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 by or on behalf of the Common Safekeeper. The relevant 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 he 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 relevant 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 such 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 relevant 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 issued on behalf of Clearstream, Luxembourg, Euroclear, DTC 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. **Status of the Notes**

5.1 **Status of Senior Notes:** The Senior Notes (and the Coupons relating thereto, if any) constitute direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer which rank *pari passu* without any preference among themselves and, in the event of a Winding-Up of the relevant Issuer, will rank *pari passu* with all other present and future unsecured and unsubordinated

obligations of the such Issuer, save for such obligations as may be preferred by provisions of law.

## 5.2 Status and Subordination of Tier 2 Capital Notes

- (A) The Tier 2 Capital Notes (and the Coupons relating thereto, if any) constitute direct, unsecured and subordinated obligations of the relevant Issuer ranking *pari passu* without any preference among themselves.
- (B) On a Winding-Up of the relevant Issuer, claims of the Trustee (on behalf of the Noteholders but not the rights and claims of the Trustee in its personal capacity under the Trust Deed) and the Holders of Tier 2 Capital Notes and any related Coupons against the relevant Issuer in respect of or arising under the Tier 2 Capital Notes and any related Coupons (including any damages awarded for breach of any obligations in respect of the Tier 2 Capital Notes or any related Coupons), will be subordinated in the manner provided in the Conditions and in this Trust Deed to the claims of all Senior Creditors but shall rank:
  - (1) at least *pari passu* with all claims of holders of Parity Securities; and
  - (2) in priority to the claims of holders of Junior Securities.

Nothing in this Clause 5.2 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.

- (C) The receipt of the liquidator, administrator or, as appropriate, other insolvency official of an Issuer for the time being of such Issuer (the "Liquidator") for any moneys paid by the Trustee to him pursuant to Clause 5.2(B) (*Status and Subordination of Tier 2 Capital Notes*) shall be a good discharge to the Trustee for the performance by the Trustee of the relative trust mentioned in such Clause and the Trustee shall not be bound to supervise or be in any way responsible for such distribution.
- (D) The Trustee shall be entitled and it is hereby authorised to call for and to accept as conclusive evidence thereof a certificate from the Liquidator as to:
  - (1) the amounts of the claims of all the other creditors referred to in Clause 5.2(B) (*Status and Subordination of Tier 2 Capital Notes*); and
  - (2) the persons entitled thereto and their respective entitlements.

- 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) (*No set-off*) applies and (2) each Series of Tier 2 Capital Notes.

Subject to applicable law, no Holder may exercise or claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by an

Issuer in respect of, or arising under or in connection with, any Notes or related Coupons and every Holder waives, and shall be treated for all purposes as if it had waived, any right that it might otherwise have to set-off, or to raise by way of counterclaim any of its claims in respect of any Notes or related Coupons, against or in respect of any of its obligations to an Issuer, the Trustee or any other person. Notwithstanding the preceding sentence, if any of the amounts due and payable to any Holder by an Issuer in respect of, arising under or in connection with the Notes or 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 such Issuer (or, in the event of its Winding-Up, the Liquidator) and, until such time as payment is made, shall hold an amount equal to such amount in trust for such Issuer (or the Liquidator) and accordingly any such discharge shall be deemed not to have taken place.

- 5.4 **Trustee rights:** Nothing in this Clause 5 or in Clause 9 (*Enforcement*) 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.

6. **Covenant to Comply with this Trust Deed**

- 6.1 **Covenant to comply with the Trust Deed:** Each Issuer hereby covenants separately 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 Issuers, the Noteholders, the Couponholders and all persons claiming through or under them respectively. The Conditions shall be binding on the Issuers, the Noteholders and the Couponholders.

- 6.2 **Trustee may enforce Conditions:** The Trustee shall be entitled to enforce the obligations of the Issuers 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 Issuers**

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

- 7.1 **Books of account:** at all times keep and procure that its Subsidiaries keep such books of account and allow and procure its Subsidiaries to allow the Trustee and any person appointed by it, to whom it has no reasonable objection, free access to the same during normal business hours;
- 7.2 **Event of Default:** give notice in writing to the Trustee forthwith upon becoming aware of any Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Regulatory Event, Tax Event or Winding-Up Event and provide the certificate as required by Condition 9(c) (*Redemption for Tax Event*),

9(d) (*Redemption for Regulatory Event*) or 9(e) (*Redemption for Loss Absorption Disqualification Event*) (as the case may be), and without waiting for the Trustee to take any further action;

- 7.3 **Certificate of compliance:** provide to the Trustee within 14 days of any request by the Trustee and at the time of the despatch to the Trustee of its annual balance sheet and profit and loss account, and in any event not later than 180 days after the end of its financial year, a certificate, signed by two of its Authorised Signatories certifying that as at a specified date not earlier than seven days prior to the date of such certificate (the "Certified Date") there did not exist nor had there existed since the Certified Date in respect of the previous such certificate (or, in the case of the first such certificate, since the date of this Trust Deed) any Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Regulatory Event, Tax Event or Winding-Up Event (or if such exists or existed specifying the same) and that during the period from and including the Certified Date of the previous such certificate (or, in the case of the first such certificate, since the date of this Trust Deed) it has complied with its obligations under this Trust Deed or (if such is not the case) specifying the same;
- 7.4 **Financial statements:** to the extent not already publicly available, send to the Trustee (if the same are produced) as soon as practicable after their date of publication and in the case of annual financial statements in any event not more than 180 days after the end of each financial year, two copies of its audited annual balance sheet and profit and loss account and of every balance sheet, profit and loss account, report or other notice, statement or circular issued (or which under any legal or contractual obligation should be issued) to its members or holders of debentures or creditors (or any class of them) in their capacity as such at the time of the actual (or legally or contractually required) issue or publication thereof and procure that the same are made available for inspection by Noteholders at the Specified Offices of the Agents as soon as practicable thereafter;
- 7.5 **Information:** so far as permitted by applicable law, at all times give to the Trustee such information, opinions, certificates and other evidence as it shall reasonably require and in such form as it shall reasonably require (including, without limitation, the certificates called for by the Trustee pursuant to Clause 7.3 (*Certificate of compliance*)) for the performance of its functions;
- 7.6 **Notes held by Issuers or Subsidiaries:** send to the Trustee forthwith upon being so requested in writing by the Trustee a certificate (signed on its behalf by two Authorised Signatories) setting out the total number of Notes of each Series which at the date of such certificate are held by or for its benefit or for the benefit of any of its Subsidiaries;
- 7.7 **Execution of further documents:** so far as permitted by applicable law, at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to the provisions of this Trust Deed;

- 7.8 **Notification of non-payment:** use its reasonable endeavours to procure that the Principal Paying Agent notifies the Trustee forthwith if the Principal Paying Agent does not, on or before the due date for payment in respect of the Notes or any of them or any of the Coupons, receive unconditionally, pursuant to the Agency Agreement, the full amount in the relevant currency of the moneys payable on such due date on all such Notes or Coupons, as the case may be;
- 7.9 **Notification of late payment:** in the event of the unconditional payment to the Principal Paying Agent or the Trustee of any sum due in respect of the Notes or any of them or any of the Coupons being made after the due date for payment thereof, forthwith give notice to the Noteholders in accordance with Condition 19 (*Notices*) and the Trustee that such payment has been made;
- 7.10 **Notification of redemption:** not less than the number of days specified in the relevant Condition prior to the redemption or repayment date in respect of any Note, give to the Trustee notice in writing of the amount of such pursuant to the Condition 9 (*Redemption and Purchase*) and duly proceed to redeem or repay such Notes accordingly;
- 7.11 **Redemption at the option of an Issuer or following a Tax Event, Regulatory Event, Loss Absorption Disqualification Event or Residual Call:** if an Issuer gives notice to the Trustee that it intends to redeem the Notes pursuant to Condition 9(b) (*Redemption at the option of the Issuer*), 9(c) (*Redemption for Tax Event*), 9(d) (*Redemption for Regulatory Event*), 9(e) (*Redemption for Loss Absorption Disqualification Event*) or 9(h) (*Residual Call*) it shall, prior to giving such notice to the Noteholders, provide (1) such information to the Trustee as, subject to such Conditions, the Trustee reasonably requires in order to satisfy itself of the matters referred to in such Condition and (2) a certificate signed by two Authorised Signatories certifying that (a) it has received the Competent Authority's and/or the Resolution Authority's permission for the redemption of the Notes (if, and to the extent, such permission is required by the Capital Regulations at such time) and (b) it has otherwise complied with the requirements of Condition 9(m) (*Restriction on Early Redemption or Repurchase of the Notes*), to the extent applicable;
- 7.12 **Substitution or Variation following a Regulatory Event or a Loss Absorption Disqualification Event:** if an Issuer gives notice to the Trustee that it intends to either substitute all (but not some only) of Existing Notes (as defined in the Conditions) for, or vary the terms of such Existing Notes so that they remain or, as appropriate, become, Compliant Notes (as defined in the Conditions) pursuant to Condition 9(n) (*Substitution or Variation*) it shall, prior to giving such notice to the Noteholders, provide to the Trustee a certificate signed by two Authorised Signatories certifying that (a) the Regulatory Event or Loss Absorption Disqualification Event, as the case may be, giving rise to the right to substitute or vary has occurred and is continuing and (b) it has otherwise complied with the requirements of Condition 9(n) (*Substitution or Variation*), to the extent applicable;
- 7.13 **Notices to Noteholders:** other than notices provided under Clause 7.10 (*Notification of redemption*), send or procure to be sent to the Trustee not less than three business days prior to the date of publication for the Trustee's

approval, one copy of each notice to be given to the Noteholders in accordance with the Conditions and not publish such notice without such approval and, upon publication, send to the Trustee a copy of such notice (such approval, unless so expressed, not to constitute approval of such notice for the purpose of Section 21 of the Financial Services and Markets Act 2000), provided that, so long as any Series of Notes is admitted to listing, trading and/or quotation on a Stock Exchange, such notice is also given in a manner which does not breach any applicable rules and regulations of such Stock Exchange or other relevant authority and any applicable law;

- 7.14 **Obligations of Agents:** observe and comply with its obligations and use all reasonable endeavours to (A) procure that the Agents observe and comply with all their obligations under the Agency Agreement and (B) procure that the Registrar maintains the Register and notify the Trustee immediately if it becomes aware of any material breach of such obligations, or failure by an Agent to comply with such obligations, in relation to the Notes;
- 7.15 **Change of Taxing Jurisdiction:** if an Issuer shall become subject generally to the taxing jurisdiction of any territory or any political sub-division thereof or any authority therein or thereof having power to tax other than or in addition to the United Kingdom, immediately upon becoming aware thereof it shall notify the Trustee of such event and (unless the Trustee otherwise agrees) enter forthwith into a trust deed supplemental hereto, giving to the Trustee an undertaking or covenant in form and manner satisfactory to the Trustee in terms corresponding to the terms of Condition 12 (*Taxation*) with the substitution for (or, as the case may be, the addition to) the references therein to the United Kingdom of references to that other or additional territory to whose taxing jurisdiction, or that of a political subdivision thereof or an authority therein or thereof, the relevant Issuer shall have become subject as aforesaid, such trust deed also to modify Condition 12 (*Taxation*) so that such Condition shall make reference to that other or additional territory;
- 7.16 **Listing:** in the case of Notes admitted to listing, trading and/or quotation by one or more competent authorities, stock exchanges and/or quotation systems, use its reasonable endeavours to obtain and maintain the admission to listing, trading and/or quotation of all such Notes by the relevant competent authority, stock exchange and/or quotation system until none of the Notes is outstanding provided, however, that if at any time (1) an Issuer, after exercise of its reasonable endeavours, is unable to comply with the requirements for maintaining the admission to listing, trading and/or quotation of such Notes or (2) if the requirements for maintaining the admission to listing, trading and/or quotation of such Notes is determined by an Issuer to have become unduly onerous, it shall use its reasonable endeavours to obtain and maintain a listing of such Notes on such other major stock exchange or exchanges, and shall notify the Noteholders in accordance with Condition 19 (*Notices*) and the Trustee of the occurrence of (1) and/or (2) above and the actions taken or to be taken by the relevant Issuer (including the identity of the stock exchange or exchanges on which the Notes are to be admitted to listing, trading and/or quotation) as soon as practicable;

- 7.17 **Authorised Signatories:** upon the execution hereof and thereafter forthwith upon request by the Trustee, deliver to the Trustee (with a copy to the Principal Paying Agent) a list of the Authorised Signatories of each Issuer, together with certified specimen signatures of the same; and
- 7.18 **Payments:** pay moneys payable by it to the Trustee hereunder without set off, counterclaim, deduction or withholding, unless otherwise compelled by law and in the event of any deduction or withholding compelled by law will pay such additional amounts as will result in the payment to the Trustee of the amount which would otherwise have been payable by it to the Trustee hereunder.

## 8. **Waiver, Modifications and Substitution**

- 8.1 **Waiver:** Subject to Clause 8.4 (*Relevant Authority Notice or Consent*) below, 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, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any breach or proposed breach of any of the covenants or provisions contained in this Trust Deed or the 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 relevant 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 not less than 25 per cent. in 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**

- (A) Subject to Clause 8.4 (*Relevant Authority Notice or Consent*) below, the Trustee may from time to time and at any time without any consent or sanction of the Noteholders or Couponholders concur with the Issuers in making any modification to this Trust Deed (other than in respect of Reserved Matters as specified and defined in Schedule 4 (*Provisions for Meetings of Noteholders*) or any provision of this Trust Deed referred to in that specification) or the Notes which is, in the opinion of the Trustee, not materially prejudicial to the interests of Noteholders and to any modification of the Notes or this Trust Deed which is (in the Trustee's opinion) of a formal, minor or technical nature or is to correct a manifest error, except that the provision relating to subordination of Tier 2 Capital Notes shall not be so capable of modification. Any such modification shall be binding on the Noteholders and the Couponholders and the

Issuers shall cause such modification to be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 19 (*Notice*).

- (B) The Trustee shall be obliged to accept such changes to the interest provisions in the circumstances and as otherwise set out in Condition 6(h) (*Benchmark Replacement*).
- (C) The Trustee shall be obliged to accept such modifications to the Trust Deed, the Agency Agreement and to the Conditions of a Series of Notes as may be required in order to give effect to any substitution or variation of the terms of Notes pursuant to Condition 9(n) (*Substitution or Variation*) without requirement for the consent or sanction of the Noteholders (provided, however, that the Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (i) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or the Conditions or (ii) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction). Any such modification or determination shall be binding on the Noteholders in relation to any affected Series of Notes and, unless the Trustee agrees otherwise, shall be notified to the Noteholders of that Series as soon as practicable thereafter.

### 8.3 Substitution

- (A) Subject to Clause 8.4 (*Relevant Authority Notice or Consent*) below, the Trustee may without the consent of the Noteholders or Couponholders at any time agree with an Issuer to the substitution in place of such Issuer (or of the previous substitute under this Clause 8.3(A)) as the principal debtor under this Trust Deed, in the case of the Company, of any Subsidiary of the Company or, in the case of the Bank, any Subsidiary of the Company or of the Bank (any such substituted company being hereinafter called the "New Company") provided that a trust deed is executed or some other form of undertaking is given by the New Company, 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 New Company had been named in this Trust Deed as the principal debtor in place of the relevant 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, such Senior Notes and any related Coupons being or, where appropriate, remaining irrevocably guaranteed by the relevant Issuer.
- (B) The following further conditions shall apply to Clause 8.3(A) (*Substitution*) above:
  - (1) each Issuer and any New Company shall comply with such other requirements as the Trustee may direct in the interests of the Noteholders;



- (2) where the New Company 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 subdivision thereof or any authority therein or thereof having power to tax, undertakings or covenants shall be given by the New Company in terms corresponding to the provisions of Condition 12 (*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 New Company is incorporated, domiciled or resident or to whose taxing jurisdiction it is subject and (where applicable) Condition 9(c) (*Redemption for Tax Event*) shall be modified accordingly;
  - (3) without prejudice to the rights of reliance of the Trustee under the immediately following Clause 8.3(B)(4) (*Substitution*) below, the Trustee is satisfied that the relevant transaction is not materially prejudicial to the interests of the Noteholders;
  - (4) each Issuer has notified the Competent Authority of the relevant transaction and/or obtained the prior consent of the Competent Authority, as the case may be (if such notice and/or consent is then required by the Capital Regulations); and
  - (5) if two Directors or two duly Authorised Signatories of the New Company (acceptable to the Trustee) shall certify that the New Company is solvent at the time at which the relevant transaction is proposed to be effected (which certificate the Trustee may rely upon absolutely), the Trustee shall not be under any duty to have regard to the financial condition, profits or prospects of the New Company or to compare the same with those of the relevant Issuer (or the previous substitute under this Clause 8.3).
- (C) The Trustee may, in the event of such substitution, agree (without the consent of the Noteholders or the Couponholders) to a change of the law governing this Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders and the Issuers (or any previous substitute under this Clause 8.3) shall not be entitled as a result of such substitution to redeem the Notes pursuant to Condition 9(c) (*Redemption for Tax Event*), 9(d) (*Redemption for Regulatory Event*) or 9(e) (*Redemption for Loss Absorption Disqualification Event*), as the case may be.
- (D) Any such trust deed or undertaking shall, if so expressed, operate to release the relevant 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 New Company shall give notice thereof in a form previously approved by the Trustee to the Noteholders in the manner provided in Condition 19 (*Notices*). Upon the execution of such documents and compliance with such requirements, the New Company shall be deemed to be named in this Trust Deed as the principal debtor

in place of the relevant Issuer (or in place of the previous substitute under this Clause 8.3) 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 relevant Issuer shall, where the context so requires, be deemed to be or include references to the New Company.

- (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 relevant Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon individual Noteholders or Couponholders.

#### 8.4 **Relevant Authority Notice or Consent:**

- (A) For the purposes of Tier 2 Capital Notes and to any Senior Notes issued as eligible liabilities instruments for the purposes of the Capital Regulations, the provisions in the Conditions and this Trust Deed shall only be capable of modification or waiver (as set out in Clause 8.1 (*Waiver*) and Clause 8.2 (*Modifications*) above) and the Issuer may only be substituted in accordance with (as set out in Clause 8.3 (*Substitution*) above) if the Company has notified the Relevant Authority of such modification or waiver and/or obtained the prior consent of the Relevant Authority, as the case may be, (if such notice and/or consent is then required by the Capital Regulations).
- (B) Wherever such modification or waiver is proposed or a substitution of the Issuer is proposed in accordance with Clause 8.3 (*Substitution*) above, the Company shall provide to the Trustee a certificate signed by two Authorised Signatories, certifying either that (1) it has notified the Relevant Authority of, and/or received the Relevant Authority's consent to such modification, waiver or substitution (and where applicable, change of governing law, as aforesaid), as the case may be; or (2) that the Company is not required to notify the Relevant Authority of, and/or obtain the Relevant Authority's consent to, such modification, waiver or substitution.

### 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 13(b) (*Events of Default*) does not apply. 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 an 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 13(b) (*Events of Default*) applies and (2) each Series of Tier 2 Capital Notes.
- (A) At any time following an event of non-payment described in Condition 13(b)(1)(A) (*Events of Default*), and subject as further provided therein, the Trustee may, at its discretion and without further notice, institute proceedings for the winding up of an Issuer and/or prove and/or claim in a Winding-Up.
  - (B) The Trustee may, at its discretion and without further notice and in accordance with Condition 13(b)(1)(E) (*Events of Default*), institute such proceedings against an Issuer as it may think fit to enforce any Performance Obligation; provided always that the Trustee (acting on behalf of the Noteholders but not the Trustee 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 an Issuer, any Monetary Judgment, except by proving and/or claiming for such Monetary Judgment in a Winding-Up.
  - (C) No remedy against an Issuer, other than the institution of the proceedings or taking of steps or actions referred to in Clause 9.2(A) or Clause 9.2(B) (*Enforcement*) above, Condition 13(b) (*Events of Default*) or proving in a Winding-Up, 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 relevant Issuer of any of its other obligations under this Trust Deed in relation thereto.
  - (D) If a Winding-Up Event occurs in respect of an Issuer, the Trustee at its discretion may and, 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 directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) declare the Notes to be due and repayable immediately (and the Notes shall thereby become so due and repayable) at their Early Termination Amount together with any accrued but unpaid interest and payments are subject to the subordination provisions set out in Condition 3 (*Status*).
- 9.3 The Trustee shall not be bound to take any of the steps, actions or proceedings referred to in Clause 9.1, 9.2(A) or 9.2(B) (*Enforcement*) above to enforce the obligations of the an 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 13 (*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 If a Winding-Up Event occurs, the Trustee at its discretion may and, 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 directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) declare the Notes to be due and repayable immediately (and the Notes shall thereby become so due and repayable) at their Early Termination Amount together with any accrued but unpaid interest and payments will be subject to the subordination provisions set out in Condition 3 (*Status*).
- 9.5 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 Clause 9.1, 9.2(A) or 9.2(B) (*Enforcement*) or to prove and/or claim in a Winding-Up, except that, if the Trustee, having become bound to proceed against an Issuer as aforesaid, fails to do so or, being able to prove in such Winding-Up, fails to do so, in each case within a reasonable period, and in each such case such failure 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 13(b) (*Events of Default*) applies and (2) each Series of Tier 2 Capital Notes, no remedy against an 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 relevant 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 Should the Trustee (or any Noteholder or Couponholder where entitled under this Trust Deed so to do) take any legal proceedings against an 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 (*Status of the Notes*), 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 an Issuer shall be held by the Trustee upon trust to apply them (subject to Clause 11.2 (*Investment of moneys*) below):

- (A) *first* in payment or satisfaction of the Liabilities properly 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) properly incurred by or payable to the Agents in carrying out its 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 relevant 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 14 (*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*) above) pay the same to the relevant Issuer (without prejudice to, or liability in respect of, any question as to how such payment to such Issuer shall be dealt with as between such Issuer and any other person).

**11.2 Investment of moneys:** If the amount of the moneys at any time available for payment of principal and interest in respect of the Notes of any Series under Clause 11.1 (*Application of moneys*) above shall be less than a sum sufficient to pay at least one-tenth of the principal amount of the Notes of such Series then outstanding, the Trustee may, at its discretion, invest such moneys upon some or one of the investments hereinafter authorised with power from time to time, with like discretion, to vary such investments; and such investment with the resulting income thereof may be accumulated until the accumulations together with any other funds for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay at least one-tenth of the principal amount of the Notes of such Series then outstanding and such accumulation and funds (after deduction of any taxes and any other deductibles applicable thereto) shall then be applied in the manner aforesaid.

**11.3 Authorised Investments:** Any moneys which under this Trust Deed may be invested by the Trustee may be invested in the name or under the control of the Trustee in any of the investments for the time being authorised by English law for the investment by trustees of trust moneys or in any other investments, whether similar to those aforesaid or not, which may be selected by the Trustee or by placing the same on deposit in the name or under the control of the Trustee with such bank or other financial institution as the Trustee may think fit

and in such currency as the Trustee in its absolute discretion may determine and the Trustee may at any time vary or transfer any of such investments for or into other such investments or convert any moneys so deposited into any other currency and shall not be responsible for any Liability occasioned by reason of any such investments or such deposit whether by depreciation in value, fluctuation in exchange rates or otherwise. If such bank or other financial institution is the Trustee or a subsidiary, holding or associated company of the Trustee, it need only account for an amount of interest equal to the standard amount of interest payable to it on such a deposit to an independent customer.

- 11.4 **Payment to Noteholders and Couponholders:** The Trustee shall give notice to the Noteholders in accordance with Condition 19 (*Notices*) of the date fixed for any payment under Clause 11.1 (*Application of moneys*) above. Any payment to be made in respect of the Notes or Coupons of any Series by the relevant 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 such Issuer or the Trustee (as the case may be).
- 11.5 **Production of Notes, Coupons and Certificates:** Upon any payment under Clause 11.4 (*Payment to Noteholders and Couponholders*) above 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.
- 11.6 **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 he is the Holder.

## 12. Terms of Appointment

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

### 12.1 **Reliance on information:**

- (A) **Advice:** The Trustee may in relation to this Trust Deed act on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by or addressed to the Trustee, the Issuers, any Subsidiary of the Issuers, any Agent or any other person) and which advice or opinion may be provided on such terms (including as to limitations on liability) as the Trustee may consider in its sole discretion to be consistent with prevailing market practice with regard to advice or opinions of that nature and shall not be responsible for any Liability occasioned by so acting; any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, cablegram or facsimile transmission and the Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;
- (B) **Certificate of Directors or Authorised Signatories:** the Trustee may call for and shall be at liberty to accept a certificate signed by a Director or one or more Authorised Signatories of an Issuer or a certificate or report (which each Issuer agrees to procure) of the Liquidator as to any fact or matter *prima facie* within the knowledge of such Issuer or the Liquidator, as the case may be, as sufficient evidence thereof and a like certificate to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying, expedient as sufficient evidence that it is expedient and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do. In relation to any certificate or report of any Liquidator, the Trustee shall not be responsible for any Liability occasioned by acting on such certificate or report, notwithstanding that the liability to the Trustee thereunder is limited, whether by a monetary cap or otherwise. Any such certificate shall be conclusive and binding on the relevant Issuer, the Noteholders and the Couponholders;
- (C) **Resolution or direction of Noteholders:** the Trustee shall not be responsible for acting upon any resolution purporting to be a Written Resolution, an Electronic Consent or to have been passed at any meeting of the Noteholders in respect whereof minutes have been made and signed or a direction of a specified percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or the making of the directions or that for any reason the resolution purporting to be a Written Resolution, an Electronic Consent or to have been passed at any Meeting or the making of the directions was not valid or binding upon the Noteholders;

- (D) **Reliance on certification of clearing system:** the Trustee may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof and shall not be liable to the relevant Issuer or any Noteholder by reason only of either having accepted as valid or not having rejected an original certificate or letter of confirmation purporting to be signed on behalf of Euroclear, Clearstream, Luxembourg or DTC or any other relevant clearing system in relation to any matter;
- (E) **Noteholders as a class:** whenever in this Trust Deed the Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, it shall have regard to the interests of the Noteholders as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Noteholder or Couponholder resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory;
- (F) **Trustee not responsible for investigations:** the Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Trust Deed, the Notes, the Coupons, or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof 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, the Agency Agreement or any other document relating or expressed to be supplemental thereto;
- (G) **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;
- (H) **Notes held by Issuers or Subsidiaries:** in the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate of the Issuers under Clause 7.6 (*Notes held by Issuers or Subsidiaries*)), that no Notes are for the time being held by or for the benefit of the Issuers or their Subsidiaries;
- (I) **Entry on the Register:** in relation to Registered Notes, the Trustee shall not be liable to the Issuers 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;



- (J) **Events of Default:** the Trustee shall not be bound to give notice to any person of the execution of this Trust Deed or to take any steps to ascertain whether any Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Regulatory Event, Tax Event or Winding-Up Event has happened and, until it shall have actual knowledge or express notice to the contrary, the Trustee shall be entitled to assume that no such Event of Default, Potential Event of Default, Loss Absorption Disqualification Event, Regulatory Event, Tax Event or Winding-Up Event has happened and that the Issuers are observing and performing all the obligations on their part contained in the Notes and under this Trust Deed and no event has happened as a consequence of which any of the Notes may become repayable;
- (K) **Right to deduct or withhold:** notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax from the funds held by the Trustee upon the trusts of this Trust Deed;
- (L) **Legal Opinions:** The Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to the Notes or for checking or commenting upon the content of any such legal opinion and shall not be responsible for any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever incurred thereby. The Trustee shall be entitled to call for and rely upon, and the Issuers shall be obliged to procure (at their own expense) the delivery of, legal opinions addressed to the Trustee dated the date of such delivery and in a form and content acceptable to the Trustee; and
- (M) **Ratings:** For the purpose of determining whether or not the exercise by the Trustee of any of its trusts, powers, authorities, duties and discretions under these presents (including, without limitation, any modification, waiver, authorisation, determination or substitution) is materially

prejudicial to the interests of the Noteholders, the Trustee shall be entitled to rely on (but shall not be bound by) any confirmation from any rating agency that such exercise would not adversely affect the rating (if any) of the Notes.

## 12.2 Trustee powers and duties:

- (A) **Trustee's determination:** The Trustee may determine whether or not a default in the performance or observance by an 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 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, such certificate shall be conclusive and binding upon the relevant Issuer, the Noteholders and the Couponholders;
- (B) **Determination of questions:** the Trustee as between itself and the Noteholders and the Couponholders shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee, the Noteholders and the Couponholders;
- (C) **Trustee's discretion:** the Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Trust Deed or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any Liability that may result from the exercise or non-exercise thereof but whenever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or secured and/or pre-funded to its satisfaction;
- (D) **Trustee's consent:** any consent given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee may require;
- (E) **Conversion of currency:** where it is necessary or desirable for any purpose in connection with this Trust Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Trust Deed or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Trustee in consultation with the relevant Issuer to the extent reasonably practicable and any rate, method and date so specified shall be binding on such Issuer, the Noteholders and the Couponholders;

- (F) **Application of proceeds:** the Trustee shall not be responsible for the receipt or application by the Issuers 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 Restricted Global Certificate for Restricted Individual Certificates or an Unrestricted Global Certificate or the exchange of the Unrestricted Global Certificate for Unrestricted Individual Certificates or a Restricted Global Certificate or the delivery of any such Global Bearer Note, Global Certificate, Definitive Notes or Individual Certificates to the persons entitled to them;
- (G) **Error of judgment:** the Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Trustee assigned by the Trustee to administer its corporate trust matters;
- (H) **Agents:** the Trustee may, in the conduct of the trusts of this Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money) and, provided that the Trustee shall have exercised reasonable skill and care in the appointment of any such agent, the Trustee shall not be responsible for any Liabilities incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person. The Trustee shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuers;
- (I) **Delegation:** the Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed, act by responsible officers or a responsible officer for the time being of the Trustee and the Trustee may also whenever it thinks fit, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons (whether being a joint trustee of this Trust Deed or not) all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate with the consent of the Trustee) as the Trustee may think fit in the interests of the Noteholders, provided that the Trustee shall have exercised reasonable skill and care in the appointment of any such delegate. The Trustee shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuers;
- (J) **Custodians and nominees:** the Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Trustee may determine, including for the purpose of depositing with a custodian this Trust Deed or any document relating to the trust created hereunder, provided that the Trustee shall have exercised reasonable skill and care in the appointment of any such

custodian or nominee; the Trustee is not obliged to appoint a custodian if the Trustee invests in securities payable to bearer;

- (K) **Consequential loss:** notwithstanding any provision of this Trust Deed the Trustee shall not in any event be liable for indirect, punitive or consequential loss or special damages or loss of profits or other damage of any kind whatsoever, whether or not foreseeable, even if the Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise, save in relation to the Trustee's own negligence, wilful default or fraud;
- (L) **Illegality:** notwithstanding anything else herein contained the Trustee may refrain without liability from doing anything that would or might in its opinion, acting in good faith, be contrary to any law of any state or jurisdiction (including but not limited to the laws of England and Wales, Germany and the United States of America or any jurisdiction forming part of them) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, acting in good faith, necessary to comply with any such law, directive or regulation; and
- (M) **Confidential information:** the Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Noteholder or Couponholder confidential information or other information made available to the Trustee by the Issuers in connection with this Trust Deed and no Noteholder or Couponholder shall be entitled to take any action to obtain from the Trustee any such information.

12.3 **FSMA:** Notwithstanding anything in the Trust Deed or any other document to the contrary, the Trustee shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purposes of the FSMA unless it is authorised under FSMA to do so. The Trustee shall have discretion at any time: (i) to delegate any of the functions which fall to be performed by an authorised person under FSMA to any other agent or person which also has the necessary authorisations and licenses; and (ii) to apply for authorisation under FSMA and perform any or all such functions itself if, in its absolute discretion, it considers it necessary, desirable or appropriate to do so. Nothing in this Trust Deed or any other document shall require the Trustee to assume an obligation of the Issuers arising under any provisions of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the Financial Conduct Authority).

#### 12.4 **Financial matters:**

- (A) **Professional charges:** Any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partner or firm on matters arising in connection with the trusts of this Trust Deed and also his properly

incurred charges in addition to disbursements for all other work and business done and all time spent by him or his partner or firm on matters arising in connection with this Trust Deed, including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person;

- (B) **Expenditure by the Trustee:** nothing contained in this Trust Deed shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it; and
- (C) **Trustee may enter into financial transactions with the Issuers:** 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 Issuers, any of their respective Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuers, any of their respective Subsidiaries, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuers, any of their respective Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuers or any of their respective Subsidiaries, and neither the Trustee nor any such director or officer shall be accountable to the Noteholders or the Issuers, any of their respective Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuers or any of their respective Subsidiaries, 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 his own benefit.

12.5 **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.

12.6 **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, the Trustee shall not be liable to any person for any matter or thing done or omitted in any way in connection with or in relation to this Trust Deed, the Notes, the Coupons or the Agency Agreement save in relation to its own negligence, wilful default or fraud.

## 13. **Costs and Expenses**

### 13.1 **Remuneration:**

- (A) **Normal remuneration:** The Issuers (or relevant Issuer, as the case may be) shall pay to the Trustee remuneration for its services as trustee as from the date of this Trust Deed, such remuneration to be at such rate as may from time to time be agreed between the Issuers (or relevant Issuer, as the case may be) and the Trustee. Such remuneration shall accrue from day to day and be payable up to (and including) the date when, all the Notes of such Series having become due for redemption in full, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying Agent or the Trustee provided that if any payment to a Noteholder or Couponholder of moneys due in respect of a Note or Coupon (as the case may be) is improperly withheld or refused, such remuneration will again accrue as from the date of such withholding or refusal until payment to such Noteholder or Couponholder is duly made.
- (B) **Extra remuneration:** In the event of the occurrence of an Event of Default or a Potential Event of Default in respect of any Series, 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 considers it expedient or necessary or is requested by the relevant Issuer to undertake duties which the Trustee determines in consultation with the relevant Issuer to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the relevant Issuer shall pay to the Trustee such additional remuneration as shall be agreed between them (and which may be calculated by reference to the Trustee's normal hourly rates in force from time to time) in relation to such Series of Notes.
- (C) **Value added tax:** The Issuers (or relevant Issuer, as the case may be) shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable in respect of such Series and of its remuneration under this Trust Deed.
- (D) **Failure to agree:** In the event of the Trustee and the Issuers (or relevant Issuer, as the case may be) failing to agree:
- (1) (in a case to which Clause 13.1(A) (*Normal remuneration*) applies) upon the amount of the remuneration; or
  - (2) (in a case to which Clause 13.1(B) (*Extra remuneration*) above applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed,

such matters shall be determined by a financial institution or person (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Issuer or, failing such approval, nominated (on the

application of the Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such financial institution or person being payable by the Issuer) and the determination of any such financial institution or person shall be final and binding upon the Trustee and the relevant Issuer.

- (E) **Expenses:** The Issuers (or relevant Issuer, as the case may be) shall also pay or discharge all Liabilities incurred by the Trustee 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.
- (F) **Indemnity:** The Issuers (or relevant Issuer, as the case may be) shall on demand by the Trustee indemnify it, on an after tax basis, in respect of all Liabilities paid or incurred by it in acting as trustee under this Trust Deed and in relation to such Series (including (1) any Agent/Delegate Liabilities (as defined below) and (2) in respect of disputing or defending any Liabilities made against the Trustee or any Agent/Delegate Liabilities) provided that it is expressly stated that Clause 12.6 (*Trustee Liability*) shall apply in relation to these provisions and an Issuer shall not indemnify the Trustee for any Liabilities resulting from the Trustee's own negligence, wilful default or fraud. "Agent/Delegate Liabilities" are Liabilities which the Trustee is or would be obliged to pay or reimburse to any of its Appointees appointed pursuant to this Trust Deed. The Contracts (Rights of Third Parties) Act 1999 applies to this Clause 13.1.
- (G) **Payment of amounts due:** All amounts payable pursuant to Clause 13.1(E) (*Expenses*) and/or Clause 13.1(F) (*Indemnity*) above shall be payable by the Issuer of a Series on the date specified in a demand by the Trustee; the rate of interest applicable to such payments shall be three per cent. per annum above the base rate from time to time of the Bank of England and interest shall accrue for such time as such amounts remain unpaid by such Issuer: (1) in the case of payments made by the Trustee prior to the date of the demand, from the date on which the payment was made or such later date as specified in such demand; and (2) in the case of payments made by the Trustee on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made.

All remuneration payable to the Trustee shall carry interest at the rate specified in this Clause 13.1(G) from the due date thereof.

- (H) **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.

- (I) **Discharges:** Unless otherwise specifically stated in any discharge of this Trust Deed the provisions of this Clause 13.1 shall continue in full force and effect notwithstanding such discharge.
- (J) **Payments not subordinated:** Payments under this Clause 13.1 are not subordinated to any other obligation of the Issuers.

13.2 **Stamp duties:** For each Series of Notes, the relevant Issuer will pay all stamp duties, registration taxes, capital duties and other similar duties or taxes (if any) payable on (A) the constitution and issue of the Notes, (B) the initial delivery of the Notes, the Coupons and the Talons, (C) any action taken by the Trustee (or any Noteholder or Couponholder where permitted or required under this Trust Deed so to do) to enforce the provision of the Notes, the Coupons or this Trust Deed and (D) the execution of this Trust Deed. If the Trustee (or any Noteholder or Couponholder where permitted under this Trust Deed so to do) shall take any proceedings against such Issuer in any jurisdiction and if for the purpose of any such proceedings this Trust Deed or any Note or Coupon are taken into any such jurisdiction and any stamp duties or other duties or taxes become payable thereon in any such jurisdiction, such Issuer will pay (or reimburse the person making payment of) such stamp duties or other duties or taxes (including penalties).

13.3 **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 Issuers 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 an Issuer or otherwise) by the Trustee or any Noteholder or Couponholder in respect of any sum expressed to be due to it from an 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); and
- (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 relevant 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.

13.4 **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 (*Status of the*



Notes)), 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 13.1(F) (*Indemnity*) above 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 an 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 Issuers but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution. A trust corporation may be appointed sole trustee hereof but subject thereto there shall be at least two trustees hereof one at least of which shall be a trust corporation. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuers to the Agents and the Noteholders in accordance with Condition 19 (*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*) above, the Trustee may, upon giving prior notice to the Issuers but without the consent of the Issuers 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.

14.3 **Attorneys:** Each of the Issuers 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 three calendar months' notice in writing to the Issuers 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 by 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. Each of the Issuers 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 its best endeavours to procure a new trustee, being a trust corporation, to be appointed and if the Issuers have not procured the appointment of a new trustee within 30 days of the expiry of the Trustee notice referred to in this Clause 14.4, the Trustee shall be entitled to procure forthwith a new trustee.
- 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 fax) 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 fax number 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 Company, to it at:

Virgin Money UK PLC  
Jubilee House  
Gosforth  
Newcastle-upon-Tyne NE3 4PL  
United Kingdom

Tel: +44 (0)748 493 7900  
Email: [TreasuryDCM@virginmoney.com](mailto:TreasuryDCM@virginmoney.com)  
Attention: Head of Treasury Capital & Funding

(B) if to the Bank, to it at:

Clydesdale Bank PLC  
30 St Vincent Place  
Glasgow G1 2HL  
United Kingdom

Tel: +44 (0)748 493 7900  
Email: [TreasuryDCM@virginmoney.com](mailto:TreasuryDCM@virginmoney.com)  
Attention: Head of Treasury Debt Capital Markets

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

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

Email: [emea.at.debt@citi.com](mailto:emea.at.debt@citi.com)  
Attention: The Directors, Agency and 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 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

15.3 **No Notice to Couponholders:** Neither the Trustee nor the Issuers 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 19 (*Notices*).

## 16. **Governing Law and Jurisdiction**

16.1 **Governing law:** This Trust Deed 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 **English courts:** The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute"), arising from or connected with this Trust Deed or the Notes (including a dispute relating to non-contractual obligations arising from or in connection with this Trust Deed or the Notes, or a dispute regarding the existence, validity or termination of this Trust Deed or the Notes) or the consequences of their nullity.

16.3 **Appropriate forum:** The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

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.

**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 its Attorney under Power of Attorney  
**VIRGIN MONEY UK PLC**

Signature of Attorney:

Name of Attorney (block letters):

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

**EXECUTED** as a deed by its Attorney under Power of Attorney  
**CLYDESDALE BANK PLC**

Signature of Attorney

Name of Attorney (block letters):

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

**EXECUTED** as a deed by  
**CITICORP TRUSTEE COMPANY LIMITED**

## SCHEDULE 1: TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, subject to completion in accordance with Part A of the relevant Final Terms or, in the case of Exempt Notes, as supplemented, amended and/or replaced by the relevant Pricing Supplement, shall be applicable to Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or the Pricing Supplement, as applicable, or (ii) these terms and conditions as so completed (or so supplemented, amended and/or replaced, as the case may be) shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in the terms and conditions will have the meanings given to them in Part A of the relevant Final Terms or in the relevant Pricing Supplement, as applicable. Those definitions will be endorsed on Notes in definitive form or Certificates (as the case may be). The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Forms of the Notes — Summary of Provisions relating to the Notes while in Global Form" below. The wording appearing in italics below is included for disclosure purposes only and does not form part of the terms and conditions of the Notes.*

This Note is one of a series (each a "**Series**") issued pursuant to the £10,000,000,000 Global Medium Term Note Programme (the "**Programme**") established by Virgin Money UK PLC (an "**Issuer**" or the "**Company**"), on 25 May 2017. Clydesdale Bank PLC (an "**Issuer**" or the "**Bank**" and together with the Company, the "**Issuers**") was added as an issuer under the Programme on 1 July 2019. This Note is constituted by a Trust Deed dated 28 November 2022 (as amended, restated, modified and/or supplemented as at the Issue Date (as defined below) of the first Tranche (as defined below) of the Notes of the relevant Series, the "**Trust Deed**") between the Company, the Bank 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 28 November 2022 (as amended, restated, modified and/or supplemented as at the Issue Date of the first Tranche of Notes of the relevant Series, the "**Agency Agreement**") made between, *inter alios*, the Company, the Bank, 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 are available for inspection free of charge during normal business hours at the office for the time being of the Principal Paying Agent (being as at 28 November 2022, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom). References in these Conditions to the "**Issuer**" are to the entity named as such in the applicable Final Terms or Pricing Supplement, as applicable.



Holders of Notes and, in relation to any Series of Bearer Notes, 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 or Pricing Supplement, as applicable. 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, for which a prospectus is required in connection with such issue in accordance with Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**UK Prospectus Regulation**"), is the subject of the relevant final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**"). Each Tranche, for which no prospectus is required in connection with such issue in accordance with the UK Prospectus Regulation ("**Exempt Notes**"), is the subject of a pricing supplement (the "**Pricing Supplement**"), which supplements, amends and/or replaces these Conditions. The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms or, as supplemented, amended and/or replaced by the relevant Pricing Supplement, as the case may be. In the event of any inconsistency between these Conditions and the relevant Final Terms or Pricing Supplement (as applicable), the relevant Final Terms or Pricing Supplement (as applicable) 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:

"**2006 ISDA Definitions**" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at [www.isda.org](http://www.isda.org));

"**2021 ISDA Definitions**" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

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

"**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;

**"Authorised Signatories"** has the meaning given in the Trust Deed;

**"Benchmark Gilt"** means, in respect of the relevant Reset Period, such United Kingdom government security customarily used in the pricing of new issues having a maturity date on or about the last day of such Reset Period as the Issuer may determine to be appropriate (after consultation with an investment bank or financial institution determined to be appropriate by the Issuer);

**"Benchmark Gilt Rate"** means, in respect of the relevant Reset Period and subject to Condition 5(e) (*Fallback – Benchmark Gilt Rate*), the percentage rate determined by the Calculation Agent on the basis of the Gilt Yield Quotations provided (upon request by or on behalf of the Issuer) by the Reference Banks to the Issuer and by the Issuer to the Calculation Agent at approximately 11:00 a.m. (London time) on the Reset Determination Date in respect of such Reset Period. If four quotations are provided, the Benchmark Gilt Rate will be 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 the arithmetic mean of the quotations provided. If only one quotation is provided, the Benchmark Gilt Rate will be the quotation provided;

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

**"Business Day"** means:

- (a) 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
- (b) 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 London, 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:

- (a) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (b) **"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;
- (c) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (d) **"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:
  - (i) 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;
  - (ii) 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
  - (iii) 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
- (e) **"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;

**"Capital Regulations"** means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity for credit institutions of either (A) the Competent Authority and/or (B) any other national or European

authority, in each case then in effect in the United Kingdom (or in such other jurisdiction in which the Issuer may be organised or domiciled) and applicable to the Group, including UK CRD;

**"CMS Rate"** means the Relevant Swap Rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity (expressed as a percentage rate per annum) which appears on the Relevant Screen Page as at (A) the Determination Time specified in the relevant Final Terms or (B) if no Determination Time is specified in the relevant Final Terms, 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question, all as determined by the Calculation Agent;

**"CMS Rate Fixing Day"** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for business in each CMS Rate Fixing Centre specified in the relevant Final Terms;

**"Competent Authority"** means the United Kingdom Prudential Regulation Authority or any successor or replacement thereto or such other authority in the United Kingdom (or if the Issuer becomes domiciled in a jurisdiction other than the United Kingdom, such other jurisdiction) having primary responsibility for the prudential oversight and supervision of the Issuer and/or the Group;

**"Compliant Notes"** means, in relation to any Existing Notes, securities:

- (a) that are issued directly by the relevant Issuer;
- (b) that have a ranking at least equal to the Existing Notes;
- (c) that are listed on a recognised stock exchange within the meaning of Section 1005 of the Income Tax Act 2007 (as the same may be amended, supplemented or replaced from time to time) and/or are admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, in each case to the extent, and on the same such other listing authority, stock exchange and/or quotation system, that the Existing Notes were so listed or admitted to listing, trading, and/or quotation (as the case may be) immediately prior to such substitution or variation; and
- (d) where the Existing Notes had a published solicited rating from one or more rating agencies immediately prior to their substitution or variation, to which each such rating agency has assigned, or informed the relevant Issuer by an announcement or otherwise of its intention to assign, an equal or higher published solicited rating,

**provided that** such securities:

- (i) contain terms that comply with the Capital Regulations in relation to Tier 2 Capital, in the case of any Existing Notes that are Tier 2 Capital Notes, or in relation to eligible liabilities instruments, in the case of any Existing Notes that are Senior Notes (in each case meaning instruments that qualify as such for the purposes of the Capital Regulations);
- (ii) include terms which provide for the same Rate of Interest, Interest Payment Dates, Maturity Date and amounts payable on redemption as apply from time to time to the Existing Notes immediately prior to such substitution or variation;
- (iii) shall preserve any existing rights under the Conditions to any accrued interest, principal and/or premium which have not been satisfied;
- (iv) do not contain terms providing for the mandatory or voluntary deferral of payments of principal and/or interest; and
- (v) have terms not materially less favourable to Noteholders than the terms of the Existing Notes (as reasonably determined by the relevant Issuer in consultation with an Independent Adviser, and provided that a certification to such effect of two Authorised Signatories of the Issuer shall have been delivered to the Trustee prior to the issue of the relevant securities);

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

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

**"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:

- (a) if **"Actual/Actual (ICMA)"** is so specified, means:
  - (i) 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
  - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
    - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided

by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

- (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) 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);
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) 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;

- (f) 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;

- (g) 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;

"**dealing day**" means a day, other than a Saturday or Sunday, on which the London Stock Exchange (or such other stock exchange on which the Benchmark Gilt is at the relevant time listed) is ordinarily open for the trading of securities;

"**Designated Maturity**" shall have the meaning 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;

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

"**EU CRD**" means:

- (a) 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, as amended before IP completion day; and
- (b) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended before IP completion day;

**"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 (as at the date of the Base Prospectus, 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);

**"Existing Notes"** has the meaning given to it in Condition 9(n) (*Substitution or Variation*);

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

**"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 Rate of Interest"** means, in respect of the First Reset Period and subject to Conditions 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;

**"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 relevant 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 relevant Issuer and the relevant dealer(s) (as indicated in the relevant Final Terms);

**"Gilt Yield Quotations"** means, with respect to a Reference Bank and a Reset Period, the arithmetic mean of the bid and offered yields (on a semi-annual compounding basis) for the Benchmark Gilt in respect of that Reset Period, expressed as a percentage, as quoted by such Reference Bank;

**"Group"** means the Company and each entity which is part of the UK prudential consolidation group (as that term, or its successor, is used in the Capital Regulations) of which the Issuer is part from time to time;

**"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"** means an investment bank or financial institution experienced in the debt capital markets determined to be appropriate by the Issuer and appointed by the Issuer at its own expense;

**"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:

- (a) if the Reference Rate is not CMS Rate, the date specified as such in the relevant Final Terms, or if none is so specified, if the Reference Rate is EURIBOR, the second day on which TARGET2 is open prior to the start of each Interest Period; or
- (b) if the Reference Rate is CMS Rate, the date specified as such in the relevant Final Terms, provided that if any day specified as an Interest Determination Date in the relevant Final Terms is not a CMS Rate Fixing Day, the relevant Interest Determination Date shall be the immediately preceding CMS Rate Fixing Day;

**"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:

- (a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

- (b) 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);

**"ISDA"** means the International Swaps and Derivatives Association, Inc. (or any successor);

**"ISDA Definitions"** has the meaning given in the relevant Final Terms;

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

**"Junior Securities"** has the meaning given in Condition 3(b)(ii) (*Tier 2 Capital Notes*);

a **"Loss Absorption Disqualification Event"** shall be deemed to occur if as a result of any amendment to, or change in, any Loss Absorption Regulation, or any change in the application or official interpretation of any Loss Absorption Regulation, in any such case becoming effective on or after the Issue Date of the last Tranche of Notes of the relevant Series, the Notes are or (in the opinion of the Company or the Relevant Authority) are likely to be fully or (if so specified in the relevant Final Terms) partially excluded from the Company's and/or the Group's minimum requirements for (A) own funds and eligible liabilities and/or (B) loss absorbing capacity instruments, in each case as such minimum requirements are applicable to the Company and/or the Group 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 Notes from the relevant minimum requirement(s) is due to the remaining maturity of the 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 Company and/or the Group on the Issue Date of the last Tranche of Notes of the relevant Series;

**"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, the Competent Authority, the Resolution Authority, the Financial Stability Board and/or of the European Parliament or of the Council of the

European Union then in effect in the United Kingdom and applicable to the Company and/or the Group including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and 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 the Competent Authority and/or the Resolution Authority from time to time (whether or not such regulations, requirements, guidelines, rules, standards or policies are applied generally or specifically to the Company or to the Group);

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

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

**"Maximum Rate of Interest"** 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 frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (A) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (B) 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 (C) 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 customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

**"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 SONIA if the Specified Currency is pounds sterling or if the Specified Currency is not euro or pounds sterling, 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:

- (a) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:
  - (i) with a term equal to the relevant Reset Period; and
  - (ii) commencing on the relevant Reset Date, which appears on the Relevant Screen Page; or
- (b) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:
  - (i) with a term equal to the relevant Reset Period; and
  - (ii) 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 Rate of Interest"** has the meaning given in the relevant Final Terms;

**"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 (Loss Absorption Disqualification Event)"** 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 (Put)"** 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 (Regulatory 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 (Residual 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 Date (Call)"** has the meaning given in the relevant Final Terms;

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

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

**"Parity Securities"** has the meaning given in Condition 3(b)(i) (*Tier 2 Capital Notes*);

**"Payment Business Day"** means:

- (a) if the currency of payment is euro, any day (other than a Saturday, Sunday or public holiday) which is:
  - (i) a day on which (a) banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies or (b) 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
  - (ii) 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
- (b) if the currency of payment is not euro, any day (other than a Saturday, Sunday or public holiday) which is:
  - (i) a day on which (a) banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies or (b) 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
  - (ii) 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:

- (a) 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 Calculation Agent;
- (b) in relation to Australian dollars, it means Sydney; and
- (c) in relation to New Zealand Dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

**"Put Option Notice"** means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

**"Put Option Receipt"** means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

**"Rate of Interest"** means (A) 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 (B) 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;

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Termination Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Loss Absorption Disqualification Event), the Optional Redemption Amount (Put), the Optional Redemption Amount (Regulatory Event), the Optional Redemption Amount (Residual Call) or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

**"Reference Banks"** (A) in the case of Floating Rate Notes where the Reference Rate is CMS Rate, (1) where the Reference Currency is euro, the principal office of four leading swap dealers in the Eurozone inter-bank market, (2) where the Reference Currency is pounds sterling, the principal London office of four leading swap dealers in the London inter-bank market, (3) where the Reference Currency is U.S. dollars, the principal New York City office of four leading swap dealers in the New York City inter-bank market, or (4) in the case of any other Reference Currency, the principal Relevant Financial Centre office of four leading swap dealers in the Relevant Financial Centre inter-bank market, in each case as selected by the Issuer; and (B) 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, four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute or (2) in the case of the calculation of a Benchmark Gilt Rate, four brokers of gilts and/or gilt-edged market makers as selected by the Issuer;

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

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

"**Reference Rate**" shall mean (A) EURIBOR, (B) SONIA or (C) SONIA Compounded Index, in each case for the relevant currency and for the relevant period as specified in the relevant Final Terms;

"**Regular Period**" means:

- (a) 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;
- (b) 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
- (c) 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;

a "**Regulatory Event**" shall be deemed to occur if there is a change in the regulatory classification of the Tier 2 Capital Notes that becomes effective on or after the Issue Date of the last Tranche of the Tier 2 Capital Notes that results, or would be likely to result, in the whole or any part of the outstanding principal amount of the Tier 2 Capital Notes at any time being excluded from the Tier 2 Capital of the Group;

**"Relevant Authority"** means the Resolution Authority, in the case of the Senior Notes, or the Competent Authority, in the case of the Tier 2 Capital Notes;

**"Relevant Date"** means, in relation to any payment, whichever is the later of (A) the date on which the payment in question first becomes due and (B) if the full amount payable has not been received by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

**"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 relevant Issuer becomes subject in respect of payments made by it of principal, premium (if any) and interest on the Notes;

**"Relevant Percentage"** means such percentage as may be specified as such in the relevant Final Terms or, if no such percentage is so specified, 20 per cent;

**"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 Swap Rate"** means:

- (a) where the Reference Currency is euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed- for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUREURIBOR-Reuters (as defined in the ISDA Definitions) with a designated maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;



- (b) where the Reference Currency is pounds sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating pounds sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (1) if the Designated Maturity is greater than one year, to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;
- (c) where the Reference Currency is U.S. dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and
- (d) where the Reference Currency is any other currency, the mid-market swap rate as determined by the Calculation Agent in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice;

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

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time;

"**Reserved Matters**" has the meaning given in the Trust Deed;

"**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 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 Rate**" means (A) if "**Mid-Swap Rate**" is specified in the relevant Final Terms, the relevant Mid-Swap Rate or (B) if "**Benchmark Gilt Rate**" is specified in the relevant Final Terms, the relevant Benchmark Gilt Rate;

"**Resolution Authority**" means the Bank of England or any successor or replacement thereto or such other authority in the United Kingdom (or if the Issuer becomes domiciled in a jurisdiction other than the United Kingdom, such other jurisdiction) having primary responsibility for the recovery and/or resolution of the of the Issuer and/or the Group;

"**SONIA**" shall have the meaning given to such term in Condition 6(e) (*Screen Rate Determination - Floating Rate Notes which reference SONIA*);

"**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;

"**Subsidiary**" means each subsidiary undertaking (as defined under Section 1159 of the Companies Act 2006) for the time being of the Issuer;

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

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

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

**"Tax Event"** has the meaning given in Condition 9(c) (*Redemption for Tax Event*);

**"Tier 1 Capital"** means Tier 1 Capital for the purposes of the Capital Regulations;

**"Tier 2 Capital"** means Tier 2 Capital for the purposes of the Capital Regulations;

**"UK CRD"** means the legislative package consisting of:

- (a) the UK CRD Regulation;
- (b) the law of the UK or any part of it, which immediately before IP completion day (as defined in the Withdrawal Act) implemented Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC and its implementing measures; and
- (c) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the Withdrawal Act) implemented EU CRD as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act;

**"UK CRD Regulation"** 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 investments firms, as amended before IP completion day as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act;

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

- (a) 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 have previously been approved in writing by the Trustee or by an Extraordinary Resolution of Noteholders and do not provide that the Notes thereby become redeemable or repayable in accordance with these Conditions);
- (b) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend; or

- (c) liquidation or dissolution of the Issuer or any procedure similar to that described in (a) or (b) above is commenced in respect of the Issuer, including any bank insolvency procedure or bank administration procedure pursuant to the Banking Act 2009;

**"Winding-Up Event"** means with respect to the Notes, if (1) a court of competent jurisdiction in England (or such other jurisdiction in which the Issuer may be incorporated) makes an order for the winding-up of the Issuer which is not successfully appealed within 30 days of the making of such order or the Issuer's shareholders adopt an effective resolution for the winding-up of the Issuer (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction, merger or amalgamation the terms of which, have previously been approved in writing by the Trustee or by an Extraordinary Resolution of Holders and do not provide that the Notes thereby become redeemable or repayable in accordance with these Conditions); or (2) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend; or (3) liquidation or dissolution of the Issuer or any procedure similar to that described in (1) or (2) above is commenced in respect of the Issuer, including any bank insolvency procedure or bank administration procedure pursuant to the Banking Act 2009;

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

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

(b) ***Interpretation:*** In these Conditions:

- (i) in the case of Exempt Notes, each reference to "Final Terms" or to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to the "Pricing Supplement" or to such information being specified or identified in the relevant Pricing Supplement, unless the context requires otherwise;
- (ii) if the Notes are Zero Coupon Notes or are Registered Notes, references to Coupons and Couponholders are not applicable;
- (iii) 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;
- (iv) 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;
- (v) any reference to principal shall be deemed to include the Redemption Amount, (in the case of Senior Notes only) any Additional Amounts in respect of principal which may be payable

under Condition 12 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

- (vi) any reference to interest shall be deemed to include any Additional Amounts which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vii) references to Notes being "outstanding" shall be construed in accordance with the Trust Deed;
- (viii) 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; and
- (ix) any reference in these Conditions to any legislation (whether primary legislation or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

## 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 upon 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.
- (g) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of an Issuer's or Noteholders' 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 five 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:** Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes or once notice of redemption of the Notes has been given in accordance with Condition 9 (*Redemption and Purchase; Substitution or Variation*).
- (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 which rank *pari passu* without any preference among themselves and, in the event of a Winding-Up, will rank *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law.

#### (b) **Tier 2 Capital Notes**

The Tier 2 Capital Notes (and the Coupons relating thereto, if any) constitute direct unsecured and subordinated obligations of the Issuer ranking *pari passu* without any preference among themselves.

On a Winding-Up, claims of the Trustee (on behalf of the Noteholders but not the rights and claims of the Trustee in its personal capacity under the Trust Deed) and the Holders of Tier 2 Capital Notes and any related Coupons against the Issuer in respect of or arising under the Tier 2 Capital Notes and any related Coupons (including any damages awarded

for breach of any obligations in respect of the Tier 2 Capital Notes or any related Coupons) will be subordinated in the manner provided herein and in the Trust Deed to the claims of all Senior Creditors but shall rank:

- (i) at least *pari passu* with all claims of holders of all other subordinated obligations of the Issuer which constitute, and all claims relating to a guarantee or other like or similar undertaking or arrangement given or undertaken by the Issuer in respect of any obligations of any other person which constitute, or (in either case) would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital and all obligations which rank, or are expressed to rank, *pari passu* therewith ("**Parity Securities**"); and
- (ii) in priority to the claims of holders of:
  - (A) all obligations of the Issuer which rank or are expressed to rank, and all claims relating to a guarantee or other like or similar undertaking or arrangement given or undertaken by the Issuer in respect of any obligations of any other person which rank or are expressed to rank, junior to the claims in respect of the Tier 2 Capital Notes and any related Coupons, including (without limitation) obligations which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 Capital and all obligations which rank, or are expressed to rank, *pari passu* therewith; and
  - (B) all classes of share capital of the Issuer  
(together, the "**Junior Securities**").

Nothing in this Condition 3(b) (*Tier 2 Capital Notes*) 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.

For the purposes of this Condition 3(b) (*Tier 2 Capital Notes*):

"**secondary non-preferential debts**" shall have the meaning given to it in the Order and any other law or regulation applicable to the Issuer which is amended by the Order, as each may be amended or replaced from time to time; and

"**Senior Creditors**" means creditors of the Issuer (A) who are unsubordinated creditors of the Issuer; (B) who are subordinated creditors of the Issuer (whether only in the event of a winding-up of the Issuer or otherwise) other than (1) those whose claims rank, or are expressed to rank, *pari passu* with, or junior to, the claims of the Noteholders and relevant Couponholders or (2) those whose claims are in respect of Parity Securities or Junior Securities or (C) who are creditors in respect of secondary non-preferential debts.



(c) **No set-off**

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

Subject to applicable law, no Holder may exercise or 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 or related Coupons and every Holder waives, and shall be treated for all purposes as if it had waived, any right that it might otherwise have to set-off, or to raise by way of counterclaim any of its claims in respect of any Notes or related Coupons, against or in respect of any of its obligations to the Issuer, the Trustee or any other person. Notwithstanding the preceding sentence, if any of the amounts due and payable to any Holder by the Issuer in respect of, arising under or in connection with the Notes or 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, the liquidator, administrator or, as appropriate, other insolvency official 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, administrator or, as appropriate, other insolvency official of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

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 10 (*Payments - Bearer Notes*) and 11 (*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*) (both before and after judgment) until (and including) whichever is the earlier of (1) 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 (2) 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).
- (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 10 (*Payments - Bearer Notes*) and 11 (*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) until 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).

- (c) **Rate of Interest.** The Rate of Interest applicable for each Reset Period shall 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, references in Condition 4 (*Fixed Rate Note Provisions*) to "**Fixed Rate Notes**" shall be deemed to be to "**Reset Notes**" and 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 it 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 and the Issuer shall provide any such quotations received by it to the Calculation Agent.

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 (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined 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), all as determined 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*) or, if the Calculation Agent does not at any time for any reason determine the Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

- (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 First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case

of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

- (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 stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.
- (g) **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, the Trustee and each competent authority and/or stock exchange by which the Notes have then been admitted to listing and/or trading as soon as possible after such determination but in (in the case of each Rate of Interest and Interest Payment Date) not later than the relevant Reset Date. Notice thereof shall also be given to the Noteholders in accordance with Condition 19 (*Notices*) as soon as possible after the determination or calculation thereof.
- (h) **Notifications etc.:** All notifications, opinions, communications, 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 or, as the case may be, the Issuer will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Trustee, the Paying Agents, the Noteholders and the Couponholders. No Noteholder or Couponholder shall be entitled to proceed against the Calculation Agent, the Trustee, the Paying Agents or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder, including without limitation in respect of any notification, opinion, communication, determination, certificate, calculation, quotation or decision given, expressed or made for the purposes of this Condition 5 (*Reset Note Provisions*).

## 6. Floating Rate Note Provisions and Benchmark Replacement

- (a) **Application:** This Condition 6 (*Floating Rate Note Provisions and Benchmark Replacement*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and, in respect of Condition 6(h) (*Benchmark Replacement*) only, if the Floating Rate Note Provisions or the Reset 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 10 (*Payments - Bearer Notes*) and 11 (*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 and Benchmark Replacement*) (both before and after judgment) until (and including) whichever is the earlier of (1) 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 (2) 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).

(c) **Screen Rate Determination – Floating Rate Notes other than CMS-Linked Notes and other than Floating Rate Notes which reference SONIA or SONIA Compounded Index:** 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 Reference Rate specified in the relevant Final Terms is not the CMS Reference Rate, SONIA or SONIA Compounded Index, the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 6(h) (*Benchmark Replacement*) and 6(i) (*Maximum or Minimum Rate of Interest*)) be determined by the Calculation Agent 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 relevant Interest Period 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 relevant Interest Period 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 relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate; and
- (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,

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.

- (d) **Screen Rate Determination – Floating Rate Notes which are CMS-Linked Notes:** 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 specify that the Reference Rate is the CMS Reference Rate, the Rate of Interest applicable to the Notes for each Interest Period will be the CMS Rate plus or minus (as indicated in the relevant Final Terms) the Margin, as determined by the Calculation Agent.

If the Relevant Screen Page is not available, the Calculation Agent shall request each of the Reference Banks to provide it with its quotation for the Relevant Swap Rate (expressed as a percentage rate per annum) as at approximately (1) the Determination Time specified in the relevant Final Terms or (2) if no Determination Time is specified in the relevant Final Terms, 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent such quotations as aforesaid, the CMS Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the quotations, 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 on any Interest Determination Date at the Determination Time or 11.00 a.m. (Relevant Financial Centre time) (as applicable) one only or none of the Reference Banks provides the Calculation Agent with such quotations as aforesaid, the CMS Rate shall be determined by the Issuer in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice.

- (e) **Screen Rate Determination - Floating Rate Notes which reference 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 Reference Rate specified in the relevant Final Terms is SONIA, the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 6(h) (*Benchmark Replacement*) and Condition 6(i) (*Maximum or Minimum Rate of Interest*) and subject as provided below)

be Compounded Daily SONIA plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent.

For the purposes of this Condition 6(e) (*Screen Rate Determination - Floating Rate Notes which reference SONIA*):

**"Compounded Daily SONIA"** means with respect to an Interest Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

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

**"d"** means 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"** is the number specified in the relevant Final Terms (or, if no such number is specified, 365);

**"d<sub>o</sub>"** means the number of London Banking 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;

**"i"** means a series of whole numbers from one to d<sub>o</sub>, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day 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;

to, and including, the last London Banking Day in such period;

**"Interest Determination Date"** means, in respect of any Interest Period, 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 are due and payable);

**"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;

**" $n_i$ "** for any London Banking Day " $i$ ", in the relevant Interest Period or Observation Period (as applicable) is 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, in respect of an Interest Period, the period from, and including, the date falling " $p$ " London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is " $p$ " 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);

**" $p$ "** for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or if no such period is specified, five London Banking Days;

**"SONIA Reference Rate"** means, in respect of any London Banking Day, 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 is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

**"SONIA <sub>$i$</sub> "** means the SONIA Reference Rate for:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the London Banking Day falling " $p$ " London Banking Days prior to the relevant London Banking Day " $i$ "; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant London Banking Day " $i$ ";

*For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.*



If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 6(h) (*Benchmark Replacement*), be:

- (i) the sum of (a) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; and (b) 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) to the Bank Rate; or
- (ii) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (b) if this is more recent, the latest determined rate under (A).

Subject to Condition 6(h) (*Benchmark Replacement*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 6(e), the Rate of Interest shall be (A) 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 (as 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 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 (B) 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).

(f) ***Screen Rate Determination - Floating Rate Notes which reference SONIA Compounded Index***

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 Reference Rate specified in the relevant Final Terms is SONIA Compounded Index, the Rate of Interest applicable to the Notes for each

Interest Period will (subject to Condition 6(h) (*Benchmark Replacement*) and Condition 6(i) (*Maximum or Minimum Rate of Interest*)) be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula and to the Relevant Decimal Place plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined and calculated by the Calculation Agent on the relevant Interest Determination Date:

$$\left( \frac{\text{SONIA Compounded Index End}}{\text{SONIA Compounded Index Start}} - 1 \right) \times \frac{365}{d}$$

where:

"**d**" is the number of calendar days from (and including) the day on which the relevant SONIA Compounded Index<sub>Start</sub> is determined to (but excluding) the day on which the relevant SONIA Compounded Index<sub>End</sub> is determined;

"**London Banking Day**" has the meaning specified in Condition 6(e) above;

"**Relevant Decimal Place**" shall, unless otherwise specified in the relevant Final Terms, be the fifth decimal place, rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" shall, unless otherwise specified in the relevant Final Terms, be five;

"**SONIA Compounded Index**" means the compounded daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source;

"**SONIA Compounded Index<sub>End</sub>**" means the SONIA Compounded Index value on the day falling the Relevant Number of London Banking Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Period); and

"**SONIA Compounded Index<sub>start</sub>**" means the SONIA Compounded Index value on the day falling the Relevant Number of London Banking Days prior to the first day of the relevant Interest Period.

Provided that a Benchmark Event has not occurred in respect of SONIA, if, with respect to any Interest Period, the relevant SONIA Compounded Index<sub>Start</sub> and/or SONIA Compounded Index<sub>End</sub> is not published by the administrator, then the Calculation Agent shall calculate the Rate of Interest for that Interest Period as if SONIA Compounded Index was not

specified in the relevant Final Terms and as if SONIA (for the purposes of Condition 6(e)) had been specified instead in the Final Terms and "Observation Shift" had been specified as the Observation Method in the relevant Final Terms, and where the Observation Period for the purposes of that definition in Condition 6(e) shall be deemed to be the same as the Relevant Number specified in the Final Terms and where the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 6(h) (*Benchmark Replacement*) shall apply.

- (g) **ISDA Determination:** If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:
- (A) the Floating Rate Option is as specified in the relevant Final Terms;
  - (B) the Designated Maturity, if applicable, is a period specified in the relevant Final Terms;
  - (C) the relevant Reset Date, unless otherwise specified in the relevant Final Terms, has the meaning given to it in the ISDA Definitions; and
  - (D) 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 based on the relevant Floating Rate Option, where:
    - (1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
    - (2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant

Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate;

- (E) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Final Terms and:
  - (1) if Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days specified in the relevant Final Terms;
  - (2) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms; or
  - (3) if Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;
  
- (F) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Final Terms and:
  - (1) if Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days specified in the relevant Final Terms;
  - (2) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Observation Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in

the relevant Final Terms and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms; or

- (3) if Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and
- (G) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms;
- (ii) references in the ISDA Definitions to:
  - (A) "**Confirmation**" shall be references to the relevant Final Terms;
  - (B) "**Calculation Period**" shall be references to the relevant Interest Period;
  - (C) "**Termination Date**" shall be references to the Maturity Date;
  - (D) "**Effective Date**" shall be references to the Interest Commencement Date; and
- (iii) if the Final Terms specify "2021 ISDA Definitions" as being applicable:
  - (A) "**Administrator/Benchmark Event**" shall be disapplied; and
  - (B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

Unless otherwise defined capitalised terms used in this Condition 6(g) shall have the meaning ascribed to them in the ISDA Definitions.

- (h) **Benchmark Replacement:** In addition, notwithstanding the provisions above in this Condition 6 (*Floating Rate Note Provisions and Benchmark Replacement*) or Condition 5 (*Reset Note Provisions*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when any Rate of Interest (or the relevant component part thereof) remains to be determined by such Reference Rate or Mid-Swap Floating Leg Benchmark Rate, then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:
- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 Business Days prior to the relevant Interest Determination Date or Reset Determination Date (as applicable) relating to the next succeeding Interest Period or Reset Period (as applicable) (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
  - (ii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
  - (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be used in place of the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) for each of the future Interest Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(h) (*Benchmark Replacement*)); *provided, however*, that if sub-paragraph (ii) above applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate 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 equal to the Rate of Interest last determined in relation to the Notes in respect of the preceding Interest Period or Reset Period (as applicable) (or alternatively, if there has not been a first Interest Payment Date or Reset Date (as applicable), the rate of interest shall be the Initial Interest Rate) (subject, where applicable, to substituting the Margin that applied to such preceding Interest

Period or Reset Period (as applicable) for the Margin that is to be applied to the relevant Interest Period or Reset Period (as applicable)); for the avoidance of doubt, the proviso in this subparagraph (iii) shall apply to the relevant 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 6(h) (*Benchmark Replacement*);

- (iv) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable); *provided, however*, that if the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable), the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread; for the avoidance of doubt, the proviso in this subparagraph (iv) shall apply to the relevant 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 6(h) (*Benchmark Replacement*);
- (v) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Day, Interest Determination Date, Reset Determination Date, Reset Determination Time and/or the definition of Reference Rate or Mid-Swap Floating Leg Benchmark Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Trustee and Principal Paying Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required

in order to give effect to this Condition 6(h) (*Benchmark Replacement*). Noteholder consent shall not be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee or Principal Paying Agent (if required); and

- (vi) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions,

*provided that* the determination of any Successor Rate or Alternative Reference Rate or Adjustment Spread, and any other related changes to the Notes, shall be made in accordance with the relevant Capital Regulations (if applicable) and shall not prejudice qualification of (i) if applicable, the Senior Notes as eligible liabilities or (ii) the Tier 2 Capital Notes as Tier 2 Capital, in each case for the purposes of the Capital Regulations.

For the purposes of this Condition 6(h) (*Benchmark Replacement*):

**"Adjustment Spread"** means a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders and Couponholders as a result of the replacement of the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable),



where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or

- (iii) if no such customary market usage is recognised or acknowledged, the Issuer following consultation with the Independent Adviser (if any) and acting in good faith, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);
- (iv) if no such industry standard is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period or Reset Period (as applicable), or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

**"Benchmark Event"** means:

- (i) the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that it has ceased, or will cease, publishing such Mid-Swap Floating Leg Benchmark Rate or Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable)); or
- (iii) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that such Mid-Swap Floating Leg Benchmark

Rate or Reference Rate has been or will be permanently or indefinitely discontinued; or

- (iv) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) as a consequence of which such Mid-Swap Floating Leg Benchmark Rate or Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Notes; or
- (v) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that, in the view of such supervisor, such Mid-Swap Floating Leg Benchmark Rate or Reference Rate is no longer representative of an underlying market; or
- (vi) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) (including, without limitation, under the Benchmark Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act, if applicable);

**"Relevant Nominating Body"** means, in respect of a reference rate or mid-swap floating leg benchmark rate:

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark rate, (c) a group of the aforementioned central banks or other supervisory authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as

applicable) (for the avoidance of doubt, whether or not such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

- (i) **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 stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.
- (j) **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.
- (k) **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, the Trustee and each competent authority and/or stock exchange by which the Notes have then been admitted to listing and/or trading as soon as possible after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also be given to the Noteholders in accordance with Condition 19 (*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. 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.
- (l) **Notifications etc.:** All notifications, opinions, communications, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (*Floating Rate Note Provisions and Benchmark Replacement*) by the

Calculation Agent will (in the absence of manifest error) be final and binding on the Issuer, the Trustee, the Paying Agents, the Noteholders and the Couponholders. No Noteholder or Couponholder shall be entitled to proceed against the Calculation Agent, the Trustee, the Paying Agents or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder, including without limitation in respect of any notification, opinion, communication, determination, certificate, calculation, quotation or decision given, expressed or made for the purposes of this Condition 6 (*Floating Rate Note Provisions and Benchmark Replacement*).

#### 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 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 (1) 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 (2) 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.

#### 9. **Redemption and Purchase; Substitution or Variation**

- (a) **Scheduled redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount

on the Maturity Date, subject as provided in Conditions 10 (*Payments - Bearer Notes*) and 11 (*Payments - Registered Notes*) (as applicable).

- (b) **Redemption at the option of the Issuer.** Subject to Condition 9(m) (*Restriction on Early Redemption or Repurchase of the Notes*), if the 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) on the Issuer giving not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 19 (*Notices*) and to the Trustee, or such other period(s) as may be specified in the relevant Final Terms, (which notice shall be irrevocable) and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the applicable amount specified in the relevant Final Terms (together with any accrued but unpaid interest to (but excluding) the relevant Optional Redemption Date (Call)) at the Optional Redemption Amount (Call)
- (c) **Redemption for Tax Event.** Subject to Condition 9(m) (*Restriction on Early Redemption or Repurchase of the Notes*), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time at their Early Redemption Amount (Tax), together with any accrued but unpaid interest to the date fixed for redemption, provided that:
  - (i) the Issuer provides not less than 15 days' nor more than 30 days' prior notice to the Trustee and the Noteholders in accordance with Condition 19 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption; and
  - (ii) immediately before giving such notice, the Issuer has determined that as a result of a change in, or amendment to, the laws or regulations of a Relevant Jurisdiction, including any treaty to which the Relevant Jurisdiction is a party, or any change in the official application of those laws or regulations which change or amendment becomes effective on or after the Issue Date of the last Tranche of Notes of the relevant Series, including a decision of any court or tribunal which becomes effective on or after the Issue Date of the last Tranche of Notes of the relevant Series:
    - (A) the Issuer has paid, or will or would on the next Interest Payment Date be required to pay, Additional Amounts as provided or referred to in Condition 12 (*Taxation*);
    - (B) the Issuer is not, or would not be, entitled to claim a deduction in computing its taxable profits and losses in respect of interest payable on the Notes, or such a deduction is or would be reduced or deferred;
    - (C) the Issuer is not, or would not be, as a result of the Notes being in issue, 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 the Issuer 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 or any similar system or systems having like effect as may from time to time exist);

- (D) the Issuer would be required to bring into account any amount of income, profit or gain or other tax credit or taxable item for tax purposes, or any other liability to tax would arise, in respect of the write-down or conversion of the Notes into shares, or both as a result of the exercise of any regulatory powers (including, under the Banking Act 2009);
- (E) in the case of Tier 2 Capital Notes, the Issuer would, in the future, have to bring into account a taxable credit if the principal amount of the Notes were written down or converted; or
- (F) in the case of Tier 2 Capital Notes, the Issuer will have to treat the Notes of such Series or any part thereof as a derivative or an embedded derivative for United Kingdom tax purposes,

(each a "**Tax Event**").

Prior to giving notice of redemption in accordance with this Condition 9(c) (*Redemption for Tax Event*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the conditions for redeeming the Notes pursuant to this Condition 9(c) (*Redemption for Tax Event*) have been met. Such certificate shall be treated by the Issuer, the Trustee, the Noteholders and all other interested parties as correct, conclusive, binding and sufficient evidence thereof.

Upon the expiry of any such notice as is referred to in this Condition 9(c) (*Redemption for Tax Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(c) (*Redemption for Tax Event*).

- (d) ***Redemption for Regulatory Event***. In the case of any Series of Tier 2 Capital Notes only and subject to Condition 9(m) (*Restriction on Early Redemption or Repurchase of the Notes*), if a Regulatory Event has occurred, the Issuer may, at its option, redeem the Tier 2 Capital Notes, in whole but not in part, at the relevant Optional Redemption Amount (Regulatory Event), together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, provided that the Issuer provides not less than 15 days' nor more than 30 days' prior notice to the Trustee and the Holders of the Tier 2 Capital Notes in accordance with Condition 19 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Prior to giving notice of redemption in accordance with this Condition 9(d) (*Redemption for Regulatory Event*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating

that the conditions for redeeming the Notes pursuant to this Condition 9(d) (*Redemption for Regulatory Event*) have been met. Such certificate shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct, conclusive, binding and sufficient evidence thereof.

Upon the expiry of any such notice as is referred to in this Condition 9(d) (*Redemption for Regulatory Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(d) (*Redemption for Regulatory Event*).

- (e) ***Redemption for Loss Absorption Disqualification Event***: In the case of any Series of Senior Notes only and subject to Condition 9(m) (*Restriction on Early Redemption or Repurchase of the 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 Senior Notes, in whole but not in part, 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 15 days' nor more than 30 days' prior notice to the Trustee and the Holders of the Notes in accordance with Condition 19 (*Notices*) (such notice being irrevocable) specifying the date fixed for such redemption.

Prior to giving notice of redemption in accordance with this Condition 9(e) (*Redemption for Loss Absorption Disqualification Event*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the conditions for redeeming the Notes pursuant to this Condition 9(e) (*Redemption for Loss Absorption Disqualification Event*) have been met. Such certificate shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct, conclusive, binding and sufficient evidence thereof.

Upon the expiry of any such notice as is referred to in this Condition 9(e) (*Redemption for Loss Absorption Disqualification Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(e) (*Redemption for Loss Absorption Disqualification Event*).

This Condition 9(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) ***Redemption at the option of Noteholders***: In the case of any Series of Senior Notes only, if the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice (which notice shall be irrevocable) at the relevant Optional Redemption Amount (Put) together with any accrued but unpaid interest to (but excluding) such date. No Series of Tier 2 Capital Notes shall contain a Put Option. In order to

exercise the option contained in this Condition 9(f) (*Redemption at the option of Noteholders*), the Holder of a Note must, not less than 30 days nor more than 60 days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Final Terms), deposit with any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) such Note together with any unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent or the Registrar (as the case may be) with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(f) (*Redemption at the option of Noteholders*), may be withdrawn; provided, however, that if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent or Registrar (as the case may be) shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent or the Registrar (as the case may be) in accordance with this Condition 9(f) (*Redemption at the option of Noteholders*), the depositor of such Note and not such Paying Agent or the Registrar (as the case may be) shall be deemed to be the Holder of such Note for all purposes. The Holder of a Note may not exercise such option in respect of any Note which is the subject of an exercise by the Issuer of its option to redeem such Note under Condition 9(b) (*Redemption at the option of the Issuer*), 9(c) (*Redemption for Tax Event*) or 9(g) (*Partial redemption*) and any exercise of the first-mentioned option in such circumstances shall have no effect.

- (g) ***Partial redemption:*** If the Notes are to be redeemed in part only on any date in accordance with Condition 9(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 Principal Paying Agent considers appropriate, subject to compliance with applicable law, 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 9(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.

- (h) **Residual Call:** If "Issuer Residual Call" is specified in the relevant Final Terms as being applicable, and if, at any time (or in the case of Tier 2 Capital Notes, at any time from the fifth anniversary of issuance of the last Tranche of such Notes, unless otherwise permitted by the Competent Authority), the outstanding aggregate principal amount of the Notes is less than or equal to the Relevant Percentage of the aggregate principal amount of the Notes originally issued (and, for these purposes, any further Notes issued pursuant to Condition 18 (*Further Issues*) and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued), subject to Condition 9(m) (*Restriction on Early Redemption or Repurchase of the Notes*) below, the Issuer may redeem all (but not some only) of the remaining outstanding Notes on any date upon giving not less than 15 nor more than 30 days' notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) (which notice shall specify the date for redemption and shall be irrevocable), at the Optional Redemption Amount (Residual Call) together with any accrued but unpaid interest up to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 9(h), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the conditions for redeeming the Notes pursuant to this Condition 9(h) have been met. Such certificate shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct, conclusive, binding and sufficient evidence thereof.

Upon the expiry of any such notice as is referred to in this Condition 9(h), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(h).

- (i) **No other redemption:** The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 9(a) (*Scheduled redemption*) to 9(h) (*Residual Call*).
- (j) **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 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 9(j) (*Early redemption of Zero Coupon Notes*) or, if none is so specified, a Day Count Fraction of 30E/360.

- (k) **Purchase:** Subject to Condition 9(m) (*Restriction on Early Redemption or Repurchase of the Notes*) 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.
- (l) **Cancellation:** All Notes which are redeemed pursuant to this Condition 9 (*Redemption and Purchase; Substitution or Variation*) will be cancelled. All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be held, reissued, resold or, at the option of the Issuer or any such Subsidiary, cancelled.
- (m) **Restriction on Early Redemption or Repurchase of the Notes:** Notwithstanding any other provision in this Condition 9 (*Redemption and Purchase; Substitution or Variation*), the Issuer may only redeem or repurchase the Notes (and give notice thereof to the Holders if required) pursuant to Conditions 9(b) (*Redemption at the option of the Issuer*), 9(c) (*Redemption for Tax Event*), 9(d) (*Redemption for Regulatory Event*), 9(e) (*Redemption for Loss Absorption Disqualification Event*), 9(h) (*Residual Call*) or 9(k) (*Purchase*) if:
  - (i) it has obtained the Relevant Authority's prior permission for the redemption or repurchase of the Notes, if and to the extent such permission is required by the Capital Regulations;
  - (ii) in the case of any redemption or repurchase of Notes, if and to the extent then required by the Capital Regulations, either: (a) the Issuer has, earlier than or at the same time as such redemption or repurchase, replaced the Notes with own funds instruments or, in the case of Senior Notes, eligible liabilities instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer (as determined by the Relevant Authority in accordance with the Capital Regulations); or (b) the Issuer has demonstrated to the satisfaction of the Relevant Authority that the own funds and eligible liabilities of the Issuer would, following such redemption or repurchase, exceed its minimum capital requirements (including any capital buffer requirements) and eligible liabilities requirements by a margin that, in the case of the Senior Notes, the Resolution Authority, in agreement with the Competent Authority, or, in the case of the Tier 2 Capital Notes, the Competent Authority considers necessary, in accordance with the Capital Regulations;
  - (iii) in respect of any redemption of Tier 2 Capital Notes proposed to be made prior to the fifth anniversary of the Issue Date of the last Tranche of such Tier 2 Capital Notes pursuant to Condition 9(c)

(*Redemption for Tax Event*) or 9(d) (*Redemption for Regulatory Event*), if and to the extent required by the Capital Regulations, (a) in the case of a redemption following the occurrence of a Regulatory Event, the Issuer has demonstrated to the satisfaction of the Competent Authority that the relevant change in the regulatory classification of the Tier 2 Capital Notes was not reasonably foreseeable as at the relevant Issue Date of the last Tranche of such Tier 2 Capital Notes; or (b) in the case of a redemption following the occurrence of a Tax Event, the Issuer has demonstrated to the satisfaction of the Competent Authority that such Tax Event is material and was not reasonably foreseeable as at the Issue Date of the last Tranche of such Tier 2 Capital Notes; and

(iv) the Issuer has complied with any other requirements contained in the Capital Regulations then in force which relate to the redemption or repurchase of the Notes.

(n) ***Substitution or Variation***: If this Condition 9(n) (*Substitution or Variation*) is specified as being applicable in the relevant Final Terms, then following the occurrence of a Regulatory Event in the case of any Tier 2 Capital Notes or following the occurrence of a Loss Absorption Disqualification Event in the case of any Senior Notes (in each case, the "**Existing Notes**"), the Issuer may, subject to the other provisions of this Condition 9(n) (*Substitution or Variation*) (without any requirement for the consent or approval of the Noteholders or the Trustee (but subject to the notice requirements below)), either substitute all (but not some only) of such Existing Notes for, or vary the terms of such Existing Notes so that they remain or, as appropriate, become, Compliant Notes. Upon the expiry of the notice required by this Condition 9(n) (*Substitution or Variation*), the Issuer shall either substitute or vary the terms of the Existing Notes in accordance with this Condition 9(n) and, subject as set out below, the Trustee shall agree to such substitution or variation.

In connection with any substitution or variation in accordance with this Condition 9(n), the Issuer shall comply with the rules of any listing authority, stock exchange and/or quotation system on which the Existing Notes are for the time being admitted to listing, trading and/or quotation.

Any substitution or variation in accordance with this Condition 9(n) (*Substitution or Variation*) is subject to the Issuer (i) obtaining the Relevant Authority's prior permission for the substitution or variation of the Notes if and to the extent required by the Capital Regulations and (ii) giving not less than 15 nor more than 30 days' notice to the Trustee (with a copy to the Principal Paying Agent) and to the Noteholders in accordance with Condition 19 (*Notices*), which notice shall be irrevocable.

Any substitution or variation in accordance with this Condition 9(n) (*Substitution or Variation*) shall not otherwise give the Issuer an option to redeem the relevant Existing Notes under the Conditions. Prior to the publication of any notice of substitution or variation pursuant to this

Condition 9(n) (*Substitution or Variation*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the Regulatory Event or Loss Absorption Disqualification Event, as the case may be, giving rise to the right to substitute or vary has occurred and is continuing and the Trustee shall accept such certificate without any further inquiry as sufficient evidence of the same and it shall be conclusive and binding on the Noteholders and the Trustee.

The Trustee shall concur in the substitution of the Existing Notes for Compliant Notes, or the variation of the terms of the Existing Notes so that they remain or become Compliant Notes, as the case may be, provided that the Trustee shall not be obliged to concur in any such substitution or variation if the terms of the proposed Compliant Notes or the concurring in such substitution or variation would impose, in the Trustee's opinion, more onerous obligations upon it or require the Trustee to incur any liability for which it is not indemnified and/or secured and/or pre-funded to its satisfaction.

#### 10. **Payments - Bearer Notes**

This Condition 10 (*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 10(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 10(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 (1) 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 on the Notes in the currency in which the payment is due when due; (2) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and (3) payment is permitted by applicable United States law.
- (d) **Payments subject to fiscal laws:** Save as provided in Condition 12 (*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, and 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 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 10(e)(ii)(A) (*Deductions for unmatured Coupons*) 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 (or, if less, the amount of principal due for payment) 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 (or, as the case may be, the amount of principal due for payment) 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 10(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 9(b)

(Redemption at the option of the Issuer), 9(c) (Redemption for Tax Event), 9(d) (Redemption for Regulatory Event), 9(e) (Redemption for Loss Absorption Disqualification Event), 9(f) (Redemption at the option of Noteholders) or 13 (Events of Default), all unmatured 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 10(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 14 (*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.

## 11. **Payments - Registered Notes**

This Condition 11 (*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 12 (*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, and 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 (1) (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 (2) (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.
- (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 opening of business in the place of the Registrar's Specified Office on the 15th day before the due date for such payment (the "**Record Date**").

## 12. **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 pay such additional amounts on payments of principal and interest (in the case of Senior Notes) or on payments of interest but not principal (in the case of Tier 2 Capital Notes)

("Additional Amounts") as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them in respect of principal and interest (in the case of Senior Notes) or in respect of interest only (in the case of Tier 2 Capital Notes) 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, which is liable to such Taxes in respect of such Note or Coupon by reason of its having some connection with the Relevant Jurisdiction other than the mere holding or ownership of the Note or Coupon;
  - (ii) where (in the case of a payment of principal or interest on redemption) the relevant Note or Coupon or Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such Additional Amounts if it had presented or surrendered the relevant Note or Coupon or Certificate on the last day of such period of 30 days; or
  - (iii) where the Holder of the relevant Note or Coupon failed to make any necessary claim or to comply with any certification, identification or other requirements concerning the nationality, residence, identity or connection with the relevant jurisdiction of such Holder, if such claim or compliance is required by statute, treaty, regulation or administrative practice of the relevant jurisdiction as a condition to relief or exemption from such taxes.
- (b) **FATCA:** For the avoidance of doubt, any amounts to be paid by the Issuer on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, any intergovernmental agreement, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a "**FATCA Withholding Tax**"), and the Issuer will not be required to pay Additional Amounts on account of any FATCA Withholding Tax.

### 13. **Events of Default**

- (a) The provisions of this Condition 13(a) (*Events of Default*) shall have effect in relation to any Series of Senior Notes where the relevant Final Terms specify that Condition 13(b) (*Events of Default*) does not apply.

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 outstanding Senior Notes 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 Senior Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their Early Termination Amount together with any accrued but unpaid interest without further action or formality:

- (i) *Non-payment*: if any principal or interest on the Senior Notes has not been paid within 7 days (in the case of principal) and within 14 days (in the case of interest) from the due date for payment, provided that the Issuer shall not be in default if it satisfies the Trustee during the 14 or 7 day period (as applicable) that such sums were not paid in order to comply with any mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such period by independent legal advisers acceptable to the Trustee;
- (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 Senior Notes or the Trust Deed and that breach has not (in the opinion of the Trustee) been remedied within 30 days of receipt of a written notice from the Trustee certifying that in its opinion the breach is materially prejudicial to the interests of the holders of such Senior Notes and requiring the same to be remedied; or
- (iii) *Winding-up etc.*: a Winding-up Event occurs.

At any time after any Series of Senior Notes shall have become due and repayable in accordance with this Condition 13(a) (*Events of Default*), the Trustee may at its discretion and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the outstanding Senior Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction), without further notice, institute such proceedings or take such steps or actions as it may think fit against the Issuer to enforce payment.

- (b) The provisions of this Condition 13(b) (*Events of Default*) shall have effect in relation to (1) any Series of Senior Notes where the relevant Final Terms specify that Condition 13(b) (*Events of Default*) applies and (2) each Series of Tier 2 Capital Notes.
  - (i) 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 outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified

and/or secured and/or pre-funded to its satisfaction), without further notice:

- (A) *Non-payment*: if any principal or interest on the Notes has not been paid within 7 days (in the case of principal) and within 14 days (in the case of interest) from the due date for payment, institute proceedings in a court of competent jurisdiction in England (or such other jurisdiction in which the Issuer is organised) (but not elsewhere) for the winding-up of the Issuer and/or prove and/or claim in a Winding-Up, provided that the Issuer shall not be in default if it satisfies the Trustee during the 14 or 7 day period (as applicable) that such sums were not paid in order to comply with any mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such period by independent legal advisers acceptable to the Trustee; or
- (B) *Limited remedies for breach of other obligations (other than non-payment)*: institute such proceedings against the Issuer as it may think fit to enforce any term, obligation or condition binding on the Issuer under the Notes or the terms of the Trust Deed (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); provided always that the Trustee (acting on behalf of the Noteholders but not the Trustee acting in its personal capacity under the Trust Deed) and the Noteholders shall not enforce, and shall not be entitled to enforce or otherwise claim against the Issuer, any judgment or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise (a "**Monetary Judgment**"), except by proving and/or claiming for such Monetary Judgment in a Winding-Up.

Nothing in this Condition 13(b)(i) (*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.

- (ii) If a Winding-Up Event occurs, the Trustee at its discretion may and, 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 directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) declare the Notes to be due and repayable immediately (and the Notes shall thereby become so due and repayable) at their Early Termination Amount together with any accrued but unpaid interest as provided in the Trust Deed

and payments are subject to the subordination provisions set out in Condition 3 (*Status*).

- (c) The provisions of this Condition 13(c) (*Events of Default*) shall have effect in relation to Senior Notes and Tier 2 Capital Notes.

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 Condition 13(a) or 13(b) (*Events of Default*) 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 to do so, in each case within a reasonable period, and in each such case such failure 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 13(b) (*Events of Default*) applies and (2) each 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 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 Coupons or under the Trust Deed.

14. **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 the relevant Certificates are surrendered for payment within 10 years of the appropriate Relevant Date.

15. **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 the Registrar, in the case of Registered Notes (and if the Notes are admitted to listing and/or trading by any competent listing 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 listing authority and/or stock exchange), subject to all applicable laws and competent listing 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.

16. **Trustee and Agents**

Under the Trust Deed, the Trustee is entitled to be indemnified and/or secured and/or pre-funded before taking any steps or actions or initiating any proceedings and relieved from responsibility in certain circumstances and to be paid its costs, fees and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents (as defined in the Agency Agreement) act solely as agent of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. If any additional Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the relevant Final Terms. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or registrar or Calculation Agent and additional or successor paying agents; provided, however, that:

- (a) the Issuer shall at all times maintain a Principal Paying Agent and a Registrar;
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (c) 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 change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with Condition 19 (*Notices*) and to the Trustee.

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

- (a) ***Meetings of Noteholders:*** The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions by Extraordinary Resolution, subject to Condition 17(d) (*Relevant Authority Notice or Consent*).

Such a meeting may be convened by the Issuer or by the Trustee and, subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction, shall be convened by the Trustee upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing not less than a clear majority in aggregate principal amount of the outstanding Notes or, at any adjourned meeting, one or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented; provided, however, that Reserved Matters (as defined in the Trust Deed) may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

Any such meeting of the Noteholders may be convened at a physical location, or such other method (which may include, without limitation, a conference call or video conference) as may be determined in accordance with the provisions of the Trust Deed.

In addition, a resolution in writing signed by or on behalf of the holders of at least 75 per cent. in aggregate principal amount of the outstanding Notes who for the time being are entitled to receive notice of a meeting of Noteholders under the Trust Deed will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

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.*** Subject to certain exceptions and Condition 17(d) (*Relevant Authority Notice or Consent*), the Trustee may, without the consent of the Noteholders, agree to any modification of the Trust Deed or the Notes (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, not materially prejudicial to the interests of Noteholders and to any modification of the Notes or the Trust Deed which is (in the Trustee's opinion) of a formal, minor or technical nature or is to correct a manifest error. In addition, the Trustee shall be obliged to agree to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 6(h) (*Benchmark Replacement*) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 6(h) (*Benchmark Replacement*) without the requirement for the consent or sanction of the Noteholders. In addition, the Trustee may, without the consent of the Noteholders,

authorise or waive any proposed breach or breach of the Notes or the Trust Deed (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

In addition, the Trustee may determine, without the consent of the holders of Notes of any Series or holders of the Coupons (if any) appertaining thereto (except as set out in the Trust Deed), that any Event of Default or Potential Event of Default (both as defined in the Trust Deed) shall not be treated as such for the purpose of the Trust Deed and such Notes if, in the opinion of the Trustee, the interests of the relevant Noteholders would not be materially prejudiced thereby.

Any such authorisation, waiver, determination or modification shall be notified to the Noteholders by the Issuer in accordance with Condition 19 (*Notices*) as soon as practicable thereafter.

- (c) **Substitution:** Subject to (1) Condition 17(d) (*Relevant Authority Notice or Consent*) and (2) such amendment of the Trust Deed and any other conditions as the Trustee may require, but without the consent of the Noteholders, the Trustee may also agree, subject in the case of any Series of Senior Notes to such Senior Notes and any related Coupons being or, where appropriate, remaining irrevocably guaranteed by the Issuer, to the substitution of any Subsidiary of the Issuer in place of the Issuer (or any previous substitute under this Condition 17(c) (*Substitution*)) as principal debtor under such Notes and in each case the Coupons (if any) appertaining thereto and the Trust Deed in so far as it relates to such Notes, all in accordance with the provisions of the Trust Deed.

In connection with a substitution under this Condition 17(c) (*Substitution*), the Trustee may agree, without the consent of the holders of the Notes of the relevant Series or of the Coupons (if any) appertaining thereto but subject always to Condition 17(d) (*Relevant Authority Notice or Consent*), to a change of the law governing such Notes and/or Coupons and/or the Trust Deed insofar as it relates to such Notes provided that (1) such change would not in the opinion of the Trustee be materially prejudicial to the interests of the holders of the Notes of such Series and (2) the Issuer (or any previous substitute under this Condition 17(c) (*Substitution*)) shall not be entitled as a result of such substitution to redeem the Notes pursuant to Condition 9(c) (*Redemption for Tax Event*), 9(d) (*Redemption for Regulatory Event*) or 9(e) (*Redemption for Loss Absorption Disqualification Event*), as the case may be.

- (d) **Relevant Authority Notice or Consent:** The provisions relating to the Tier 2 Capital Notes or to any Senior Notes constituting eligible liabilities instruments for the purposes of the Capital Regulations, shall only be capable of modification or waiver in accordance with Condition 17(b) (*Modification and waiver*) and the Issuer may only be substituted in respect of such Notes (and where applicable, the governing law of the Notes and/or the Coupons and/or the Trust Deed changed) in accordance

with Condition 17(c) (*Substitution*), if the Issuer has notified the Relevant Authority of such modification, waiver or substitution (and where applicable, change of governing law, as aforesaid) and/or obtained the prior consent of the Relevant Authority, as the case may be (if such notice and/or consent is then required by the Capital Regulations).

Wherever such modification or waiver of the Tier 2 Capital Notes or such Senior Notes is proposed, a meeting of Holders in respect thereof is proposed or a substitution of the Issuer in respect of such Notes (and where applicable, change of governing law, as aforesaid) is proposed in accordance with Condition 17(c) (*Substitution*), the Issuer shall provide to the Trustee a certificate signed by two Authorised Signatories of the Issuer, certifying either that (1) it has notified the Relevant Authority of, and/or received the Relevant Authority's consent to such modification, waiver or substitution (and where applicable, change of governing law, as aforesaid), as the case may be; or (2) that the Issuer is not required to notify the Relevant Authority of, and/or obtain the Relevant Authority's consent to, such modification, waiver or substitution. The Trustee shall be entitled to rely absolutely on such certificate without further enquiry and without liability for so doing.

- (e) ***Effect for the Holders:*** Any such modification, waiver, authorisation, determination or substitution shall be binding on all the Noteholders and Couponholders of the relevant Series and shall be notified to the holders of Notes of that Series as soon as practicable thereafter in accordance with Condition 19 (*Notices*).
- (f) ***Exercise of Trustee's powers:*** In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to, those in relation to any such modification, waiver, authorisation, determination or substitution as aforesaid) the Trustee shall have regard to the interests of the holders of the Notes of the relevant Series as a class and in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders resulting from the individual Noteholders or Couponholders being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders.

## 18. Further Issues

The Issuer may from time to time, without the consent of the Noteholders or Couponholders but subject to receipt of the prior consent of the Relevant Authority (if and to the extent such consent is required by the Capital Regulations) and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except in relation to the first payment of interest) so as to be consolidated and form a single series with the Notes. The Issuer may from time

to time, with the consent of the Trustee, create and issue other series of notes having the benefit of the Trust Deed.

19. **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 sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing.

20. **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 hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 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.

21. **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.

22. **Governing Law and Jurisdiction**

- (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 English law.
- (b) **Jurisdiction:** The parties to the Trust Deed have (1) agreed that the courts of England shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Notes or the Coupons (including a dispute relating to any non-contractual obligation arising out of or in connection with the Notes or the Coupons); and (2) agreed that



those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue that any other courts are more appropriate or convenient.

23. **Recognition of UK Bail-in Power**

(a) **Agreement and Acknowledgement with Respect to the Exercise of the 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 relevant Issuer and any Holder (or the Trustee on behalf of the Holders), by its acquisition of the Notes, each Holder 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 in respect of the Notes into shares, other securities or other obligations of the relevant Issuer or another person (and the issue to or conferral on the Holder 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; and

(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.

(b) **Definitions:** For the purposes of this Condition 23 (*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.

**"UK Bail-in Power"** means any write-down, conversion, transfer, modification and/or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of 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 Issuers or other members of the Group, 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 Banking Act 2009, as the same has been or may be amended from time to time (whether pursuant to the Financial Services (Banking Reform) Act 2013, secondary legislation or otherwise), pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, amended, transferred and/or converted into shares or other securities or obligations of the obligor or any other person.

- (c) **Payment of Interest and Other Outstanding Amounts Due:** No repayment or payment of Amounts Due in relation to the Notes, 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, written-down, converted, cancelled, amended or altered as a result of such exercise.
- (d) **Event of Default:** Neither a reduction or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the relevant Issuer or another person, as a result of the exercise of the UK Bail-in Power by the Resolution Authority with respect to the relevant Issuer, nor the exercise of the UK Bail-in Power by the Resolution Authority with respect to the Notes will be an event of default.
- (e) **Notice:** Upon the exercise of the UK Bail-in Power by the Resolution Authority with respect to any Notes, the relevant Issuer shall as soon as reasonably practicable notify the Trustee and the Principal Paying Agent in writing of such exercise and give notice of the same to Holders in accordance with Condition 19 (*Notices*). Any delay or failure by the relevant Issuer in delivering any notice referred to in this Condition 23(d) (*Recognition of UK Bail-in Power – Notice*) shall not affect the validity and enforceability of the UK Bail-in Power.

## SCHEDULE 2

### 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.

#### [VIRGIN MONEY UK PLC

*(incorporated with limited liability under the laws of England and Wales)*

/

#### Clydesdale Bank PLC

*(incorporated with limited liability under the laws of Scotland)*

**£10,000,000,000**

**Global Medium Term Note Programme**

### TEMPORARY GLOBAL NOTE

#### 1. Introduction

1.1 **The Notes:** This Temporary Global Note is issued in respect of the notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank 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 28 November 2022 (the "Trust Deed") made between, *inter alios*, 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 28 November 2022 (the "Agency Agreement") made between, *inter alios*, 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

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

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 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 depositories 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:

6.1 **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

6.2 **Cancellation:** Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 9(l) (*Cancellation*), the Issuer shall procure that:

(A) 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

(B) 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 the 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) (*Global Bearer Notes*).

## 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 19 (*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 19 (*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 by a person duly authorised on its behalf.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK 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:

**EFFECTUATED** for and on behalf of

.....

as common safekeeper without  
recourse, warranty or liability

By:



## SCHEDULE 2: FORM OF ACCOUNTHOLDER'S CERTIFICATION

**[Virgin Money UK PLC**

*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**

*(incorporated with limited liability under the laws of Scotland)]*

**£10,000,000,000**

**Global Medium Term Note Programme**

This is to certify that as of the date hereof, and except as set forth below, the Notes held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("United States persons"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("financial institutions") purchasing for their own account or for resale, or (b) acquired the Notes through foreign branches of United States financial institutions and who hold the Notes through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Notes is a United States or foreign financial institution described in clause (c) (whether or not also described in clause (a) or (b)) this is to further certify that such financial institution has not acquired the Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Notes are of the category contemplated in Rule 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "Act"), then this is also to certify that, except as set forth below, the Notes are beneficially owned by (1) non-U.S. person(s) or (2) U.S. person(s) who purchased the Notes in transactions which did not require registration under the Act. As used in this paragraph the term "U.S. person" has the meaning given to it by Regulation S under the Act.

As used herein, "United States" means the United States of America (including the States and the District of Columbia); and its "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex on or prior to the date on which you intend to submit your certification relating to the Notes held by you for our account in accordance with your operating procedures if any applicable statement herein is not

correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [*currency*] [*amount*] of such interest in the above Notes in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Notes (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [                    ]

**[*name of account holder*]  
as, or as agent for,  
the beneficial owner(s) of the Notes to which this certificate relates.**

By: .....  
*Authorised signatory*

**SCHEDULE 3: FORM OF EUROCLEAR/CLEARSTREAM, LUXEMBOURG  
CERTIFICATION**

**[Virgin Money UK PLC**

*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**

*(incorporated with limited liability under the laws of Scotland)]*

**£10,000,000,000**

**Global Medium Term Note Programme**

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "Member Organisations") substantially to the effect set forth in the temporary global note issued in respect of the securities, as of the date hereof, [*currency*] [*amount*] principal amount of the Notes (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("United States persons"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165- 12(c)(1)(iv)) ("financial institutions") purchasing for their own account or for resale, or (ii) acquired the Notes through foreign branches of United States financial institutions and who hold the Notes through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (c) (whether or not also described in clause (a) or (b)) have certified that they have not acquired the Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Notes are of the category contemplated in Rule 903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "Act"), then this is also to certify with respect to the principal amount of Notes set forth above that, except as set forth below, we have received in writing, by tested telex or by electronic transmission, from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion substantially to the effect set forth in the temporary global note issued in respect of the Notes.

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations

to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [                      ]

**EUROCLEAR BANK SA/NV**

*or*

**CLEARSTREAM BANKING S.A.**

By: .....  
*Authorised signatory*

## 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>2</sup>

### [Virgin Money UK PLC

*(incorporated with limited liability under the laws of England and Wales)*

/

### Clydesdale Bank PLC

*(incorporated with limited liability under the laws of Scotland)*

**£10,000,000,000**

**Global Medium Term Note Programme**

## PERMANENT GLOBAL NOTE

### 1. Introduction

1.1 **The Notes:** This Permanent Global Note is issued in respect of the notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank 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 28 November 2022 (the "Trust Deed") made between, *inter alios*, 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 28 November 2022 (the "Agency Agreement") made between, *inter alios*, 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,

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<sup>2</sup> Legend to appear on every Note with a maturity of more than one year.

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.

## 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:

##### 4.1 **In limited circumstances:** if the Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

- (A) **Closure of clearing systems:** Euroclear Bank SA/NV ("Euroclear") or Clearstream Banking S.A. ("Clearstream, Luxembourg", together with Euroclear, the international central securities depositories 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
- (B) **Event of Default:** any of the circumstances described in Condition 13 (*Events of Default*) occurs; or
- (C) **Upon withholding or deduction:** if the Trustee is satisfied that, on the occasion of the next payment due in respect of the Notes, the relevant 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:

- 6.1 **Payment of principal:** a payment of principal is made in respect of this Permanent Global Note; or
- 6.2 **Definitive Notes:** Definitive Notes are delivered; or
- 6.3 **Cancellation:** Notes represented by this Permanent Global Note are to be cancelled in accordance with Condition 9(l) (*Cancellation*),

the Issuer shall procure that:

- (1) if the Final Terms specify that the New Global Note form is not applicable,
  - (i) the amount of such payment and the aggregate principal amount of such Notes; and
  - (ii) 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 (i) 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
- (2) 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 Put Option**

In order to exercise the option contained in Condition 9(f) (*Redemption at the option of Noteholders*) (the "Put Option"), the bearer of this Permanent Global

Note must, within the period specified in the Conditions for the deposit of the relevant Note and Put Option Notice (as such expression is defined in the Agency Agreement), give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

11. **Exercise of Call Option**

In connection with an exercise of the option contained in Condition 9(b) (*Redemption at the option of the Issuer*) 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).

12. **Notices**

Notwithstanding Condition 19 (*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 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

13. **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.

14. **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.

15. **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 by a person duly authorised on its behalf.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK 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:

**EFFECTUATED** for and on behalf of

.....

as common safekeeper without  
recourse, warranty or liability

By:



### 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>3</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.

**[Virgin Money UK PLC**

*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**

*(incorporated with limited liability under the laws of Scotland)*

**£10,000,000,000**

**Global Medium Term Note Programme**

This Note is one of a series of notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank 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.

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<sup>3</sup> Legend to appear on every Note with a maturity of more than one year.

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 signature of a duly authorised person on behalf of the Issuer.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK 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:



[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]**  
[Address]

**[Name]**  
[Address]

## PART 4: FORM OF COUPON

[*On the face of the Coupon:*]

[***For Fixed Rate Notes***]

[**Virgin Money UK PLC/Clydesdale Bank 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***]

[**Virgin Money UK PLC/Clydesdale Bank 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>4</sup>

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<sup>4</sup> Legend to appear on every Note with a maturity of more than one year.

[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

## PART 5: FORM OF TALON

[On the face of the Talon:]

**[Virgin Money UK PLC/Clydesdale Bank 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

### PART 1: FORM OF UNRESTRICTED 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.

**[Virgin Money UK PLC**

*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**

*(incorporated with limited liability under the laws of Scotland)*

**£10,000,000,000**

**Global Medium Term Note Programme**

### UNRESTRICTED GLOBAL CERTIFICATE

#### 1. **Introduction**

1.1 **The Notes:** This Unrestricted Global Certificate is issued in respect of the notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank 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 28 November 2022 (the "Trust Deed") made between, *inter alios*, 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 28 November 2022 (the "Agency Agreement") made between, *inter alios*, the Issuer, Citibank Europe plc 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted 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 Unrestricted Global Certificate will be exchanged in whole (but not in part) for duly authenticated and completed Unrestricted Individual Certificates (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement:

5.1 **In limited circumstances:** if the Final Terms specifies "in the limited circumstances described in the Unrestricted Global Certificate", then if either of the following events occurs:

- (A) **Closure of clearing systems:** Euroclear Bank SA/NV ("Euroclear") or Clearstream Banking S.A. ("Clearstream, Luxembourg") and/or DTC 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
- (B) **Event of Default:** any of the circumstances described in Condition 13 (*Events of Default*) occurs; or
- (C) **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 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 Unrestricted Individual Certificates**

Whenever this Unrestricted Global Certificate is to be exchanged for Unrestricted Individual Certificates, such Unrestricted Individual Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Unrestricted 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 Unrestricted Individual Certificates (including, without limitation, the names and addresses of the persons in whose names the Unrestricted Individual Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Unrestricted 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. **Transfer and Exchange for an Interest in the Restricted Global Certificate**

If a holder of a beneficial interest in Notes represented by this Unrestricted Global Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in Notes represented by the restricted Global Certificate issued in relation to the Notes (the "Restricted Global Certificate"), such holder may transfer such beneficial interest in accordance with the rules and operating procedures of The Depository Trust Company ("DTC"), and/or Euroclear and Clearstream, Luxembourg, as applicable, and the terms of this Clause 7. Upon receipt by the Registrar of:

- (A) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (B) a certificate in the form of Schedule 5 (*Form of Transfer Certificate*) to the Trust Deed given by the holder of such beneficial interest requesting such transfer or exchange and, in the case of transfer or exchange on or prior to the fortieth day after the date of issue of this Unrestricted Global Certificate, stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest in Notes represented by this Unrestricted Global Certificate reasonably believes that the person acquiring such interest in Notes represented by the Restricted Global Certificate is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended ("Rule 144A")) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A,

the Issuer shall procure that (i) the Registrar decreases the aggregate principal amount of Notes represented by this Unrestricted Global Certificate by the principal amount of Notes the subject of such transfer and increases the aggregate principal amount of Notes represented by the Restricted Global Certificate by such principal amount and (ii) appropriate entries are made in the records of Euroclear, Clearstream, Luxembourg and DTC so as to reflect such decrease and increase.

8. **Conditions Apply**

Save as otherwise provided herein, the Holder of this Unrestricted Global Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Unrestricted 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 Unrestricted Global Certificate.



9. **Exercise of Put Option**

In order to exercise the option contained in Condition 9(f) (*Redemption at the option of Noteholders*) (the "Put Option"), the Holder must, within the period specified in the Conditions for the deposit of the relevant Certificate and Put Option Notice (as such expression is defined in the Agency Agreement), give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

10. **Exercise of Call Option**

In connection with an exercise of the option contained in Condition 9(b) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Notes represented by this Unrestricted 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).

11. **Notices**

Notwithstanding Condition 19 (*Notices*), so long as this Unrestricted Global Certificate is held on behalf of Euroclear, Clearstream, Luxembourg, DTC or any other clearing system (an "Alternative Clearing System"), notices to Holders of Notes represented by this Unrestricted 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 the Condition 19 (*Notices*) on the date of delivery to Euroclear, Clearstream, Luxembourg, DTC and/or such Alternative Clearing System.

12. **Determination of Entitlement**

This Unrestricted 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 Unrestricted Global Certificate.

13. **Authentication**

This Unrestricted Global Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of the Registrar.

14. **Effectuation**

This Unrestricted 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.

15. **Governing Law**

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

**AS WITNESS** the signature of a duly authorised person on behalf of the Issuer.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK PLC]**

By:

**ISSUED** on [*issue date*]

**AUTHENTICATED** for and on behalf of  
**CITIBANK EUROPE PLC**

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 Unrestricted Global Certificate, hereby transfers to.....  
.....  
of.....  
.....  
.....

[*currency*] ..... in principal amount of the Notes and irrevocably requests and authorises Citibank Europe plc, in its capacity as registrar in relation to the Notes (or any successor to Citibank Europe plc, 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 Unrestricted Global Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. 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.

**SCHEDULE 1: TERMS AND CONDITIONS OF THE NOTES**

*[To be inserted]*

## PART 2: FORM OF RESTRICTED GLOBAL CERTIFICATE

THE NOTES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE NOTES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER HEREOF, BY PURCHASING THE NOTES REPRESENTED HEREBY, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED NOTES, TO OFFER, SELL OR OTHERWISE TRANSFER THE NOTES ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO THE ISSUER OR ITS AFFILIATES.

[IF THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY ("DTC") FOR THE PURPOSE) (COLLECTIVELY, "CEDE & CO.") AS NOMINEE FOR DTC, THEN, UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

TRANSFERS OF THE NOTES REPRESENTED HEREBY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE AGENCY AGREEMENT.]<sup>5</sup>

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<sup>5</sup> Include for DTC cleared issuances.

**[Virgin Money UK PLC**  
(incorporated with limited liability under the laws of England and Wales)

/

**Clydesdale Bank PLC**  
(incorporated with limited liability under the laws of Scotland)]

**£10,000,000,000**  
**Global Medium Term Note Programme**

**RESTRICTED GLOBAL CERTIFICATE**

1. **Introduction**

1.1 **The Notes:** This Restricted Global Certificate is issued in respect of the notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank 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 28 November 2022 (the "Trust Deed") made between, *inter alios*, 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 28 November 2022 (the "Agency Agreement") made between, *inter alios*, the Issuer, Citibank Europe plc 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 Restricted 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 Restricted 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 Restricted Global Certificate.

2. **Registered Holder**

[This is to certify that:

**CEDE & CO.**

is the person registered in the register maintained by the Registrar in relation to the Notes (the "Register") as the duly registered holder (the "Holder") of the aggregate principal amount shown in the Register from time to time of Restricted 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 Restricted Notes of the Tranche specified in the Final Terms.]<sup>6</sup>

[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 Restricted 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 Restricted Notes of the Tranche specified in the Final Terms.]<sup>7</sup>

3. **Promise to Pay**

The Issuer, for value received, promises to pay to the Holder, in respect of each Note represented by this Restricted 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 Restricted 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 Restricted 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

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<sup>6</sup> Include for DTC cleared issuances.

<sup>7</sup> Insert for non-DTC cleared issuances.

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 Restricted 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 Restricted Individual Certificates**

This Restricted Global Certificate will be exchanged in whole (but not in part) for duly authenticated and completed Restricted Individual Certificates (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement:

- 5.1 **In limited circumstances:** if the Final Terms specifies "in the limited circumstances described in the Restricted Global Certificate", then if either of the following events occurs:

- (A) **Closure of clearing systems:** Euroclear Bank SA/NV ("Euroclear") or Clearstream Banking S.A. ("Clearstream") and/or DTC 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
- (B) **Event of Default:** any of the circumstances described in Condition 13 (*Events of Default*) occurs; or
- (C) **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 relevant 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.

6. **Delivery of Restricted Individual Certificates**

Whenever this Restricted Global Certificate is to be exchanged for Restricted Individual Certificates, such Restricted Individual Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Restricted Global Certificate within five business days of:

- (A) the delivery, by or on behalf of the Holder, DTC, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Restricted Individual Certificates (including, without limitation, the names and addresses of the persons in whose names the Restricted Individual Certificates are to be registered and the principal amount of each such person's holding); and



- (B) the delivery to the Registrar of a certificate given by or on behalf of each holder of a beneficial interest in this Restricted Global Certificate stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest reasonably believes that the person acquiring such interest is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act")) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A under the Securities Act,

against the surrender of this Restricted Global Certificate at the Specified Office of the Registrar.

Such exchange shall be effected in accordance with the provisions of the Trust Deed and 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. **Transfer and Exchange for an Interest in the Unrestricted Global Certificate**

If a holder of a beneficial interest in Notes represented by this Restricted Global Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in Notes represented by the unrestricted Global Certificate issued in relation to the Notes (the "Unrestricted Global Certificate"), such holder may transfer such beneficial interest in accordance with the rules and operating procedures of DTC and/or, Euroclear and Clearstream, Luxembourg and the terms of this Clause 7. Upon receipt by the Registrar of:

- (A) notification by DTC and/or, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (B) a certificate in the form of Schedule 5 (*Form of Transfer Certificate*) to the Trust Deed given by the holder of such beneficial interest stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that (i) such transfer or exchange has been made pursuant to and in accordance with Regulation S under the Securities Act or (ii) the Notes are being exchanged or transferred pursuant to an exemption from registration provided by Rule 144 under the Securities Act,

the Issuer shall procure that (i) the Registrar decreases the aggregate principal amount of Notes represented by this Restricted Global Certificate by the principal amount of Notes the subject of such transfer and increases the aggregate principal amount of Notes represented by the Unrestricted Global Certificate by such principal amount and (ii) appropriate entries are made in the records of Euroclear, Clearstream, Luxembourg and DTC so as to reflect such decrease and increase.

8. **Conditions Apply**

Save as otherwise provided herein, the Holder of this Restricted Global Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Restricted 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 Restricted Global Certificate.

9. **Exercise of Put Option**

In order to exercise the option contained in Condition 9(f) (*Redemption at the option of Noteholders*) (the "Put Option"), the Holder must, within the period specified in the Conditions for the deposit of the relevant Certificate and Put Option Notice (as such expression is defined in the Agency Agreement), give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

10. **Exercise of Call Option**

In connection with an exercise of the option contained in Condition 9(b) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Notes represented by this Restricted 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).

11. **Notices**

Notwithstanding Condition 19 (*Notices*), so long as this Restricted Global Certificate is held on behalf of Euroclear, Clearstream, Luxembourg, DTC or any other clearing system (an "Alternative Clearing System"), notices to Holders of Notes represented by this Restricted Global Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or, DTC 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 the Condition 19 (*Notices*) on the date of delivery to Euroclear, Clearstream, Luxembourg, DTC and/or such Alternative Clearing System.

12. **Legends**

The statements set out in the legends above are an integral part of this Restricted Global Certificate and, by acceptance hereof, each Holder of this Restricted Global Certificate agrees to be subject to and bound by such legends.

13. **Determination of Entitlement**

This Restricted 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 Restricted Global Certificate.

14. **Authentication**

This Restricted Global Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of the Registrar.

15. **Governing Law**

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

**AS WITNESS** the signature of a duly authorised person on behalf of the Issuer.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK PLC]**

By:

**ISSUED** on [*issue date*]

**AUTHENTICATED** for and on behalf of  
**CITIBANK EUROPE PLC**  
as registrar without recourse, warranty or liability

By:

**FORM OF TRANSFER**

**FOR VALUE RECEIVED** .....being the registered holder of this Restricted Global Certificate, hereby transfers to .....  
.....  
of.....  
.....  
.....

[*currency*] .....in principal amount of the Notes and irrevocably requests and authorises Citibank Europe plc, in its capacity as registrar in relation to the Notes (or any successor to Citibank Europe plc 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 Restricted Global Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. 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.

**SCHEDULE 1**  
**TERMS AND CONDITIONS OF THE NOTES**

*[To be inserted]*

**PART 3: FORM OF UNRESTRICTED 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.

**[Virgin Money UK PLC**  
*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**  
*(incorporated with limited liability under the laws of Scotland)]*

**£10,000,000,000**  
**Global Medium Term Note Programme**

This Unrestricted Individual Certificate is issued in respect of a series of notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank PLC] (the "Issuer") described in the final terms (the "Final Terms") a copy of the relevant particulars of which is endorsed on this Unrestricted Individual Certificate. Any reference herein to the "Conditions" is to the Terms and Conditions of the Notes endorsed on this Unrestricted 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 Unrestricted 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 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 Unrestricted 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 Unrestricted 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 Unrestricted Individual Certificate.

This Unrestricted Individual Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank Europe plc as registrar.

This Unrestricted Individual Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the signature of a duly authorised person on behalf of the Issuer.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK PLC]**

By:

**ISSUED** as of [*issue date*]

**AUTHENTICATED** for and on behalf of  
**CITIBANK EUROPE PLC** as registrar without recourse, warranty or liability

By:

## FORM OF TRANSFER

**FOR VALUE RECEIVED** ..... being the registered holder of this Unrestricted Individual Certificate, hereby transfers to .....  
.....  
of.....  
.....  
.....

[*currency*] ..... in principal amount of the Notes and irrevocably requests and authorises Citibank Europe plc, in its capacity as registrar in relation to the Notes (or any successor to Citibank Europe plc, 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 Unrestricted Individual Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. 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 Europe plc**  
Agency & Trust Department  
One North Wall Quay  
Dublin, 1  
Ireland

**PART 4: FORM OF RESTRICTED INDIVIDUAL CERTIFICATE**

Serial Number: .....

THE NOTES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE NOTES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO THE ISSUER OR ITS AFFILIATES.

**[Virgin Money UK PLC**  
*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**  
*(incorporated with limited liability under the laws of Scotland)*

**£10,000,000,000**  
**Global Medium Term Note Programme**

This Restricted Individual Certificate is issued in respect of a series of notes (the "Notes") of [Virgin Money UK PLC/Clydesdale Bank PLC] (the "Issuer") described in the final terms (the "Final Terms") a copy of the relevant particulars of which is endorsed on this Restricted Individual Certificate. Any reference herein to the "Conditions" is to the Terms and Conditions of the Notes endorsed on this Restricted 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 Restricted 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 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 Restricted 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 Restricted Individual Certificate.

This Restricted Individual Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank Europe plc as registrar.

This Restricted Individual Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the signature of a duly authorised person on behalf of the Issuer.

**[VIRGIN MONEY UK PLC/CLYDESDALE BANK PLC]**

By:

**ISSUED** as of [*issue date*]

**AUTHENTICATED** for and on behalf of  
**CITIBANK EUROPE PLC** as registrar without recourse, warranty or liability

By:

## FORM OF TRANSFER

**FOR VALUE RECEIVED** ..... being the registered holder of this Restricted Global Certificate, hereby transfers to .....  
.....  
of.....  
.....  
.....

[*currency*] ..... in principal amount of the Notes and irrevocably requests and authorises Citibank Europe plc, in its capacity as registrar in relation to the Notes (or any successor to Citibank Europe plc, in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

We, as transferor of the Notes represented by this Certificate, hereby certify that such Notes are being transferred in accordance with the transfer restrictions set forth in the Base Prospectus relating to the Notes dated 28 November 2022 and in accordance with the terms of any legend on this Certificate and that we are transferring such Notes<sup>8</sup>:

- 1. to a person whom we reasonably believe is purchasing for its own account or accounts as to which it exercises sole investment discretion; such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act")); the purchaser is aware that the sale to it is being made in reliance upon Rule 144A and such transaction meets the requirements of Rule 144A and is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction; or
- 2. to the Issuer or any of its affiliates; or
- 3. in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that:
  - (a) the offer of the Notes was not made to a person in the United States;
  - (b) at the time the buy order was originated, the buyer was outside the United States or we or any person acting on our behalf reasonably believed that the buyer was outside the United States;
  - (c) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither we nor any

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<sup>8</sup> Tick one of the following boxes 1, 2, 3 or 4

person acting on our behalf know that the transaction was prearranged with a buyer in the United States;

- (d) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S under the Securities Act, as applicable;
- (e) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and
- (f) with regard to transfers occurring within the period prior to and including the fortieth day after the issue date of the Notes, the Notes to which this form of transfer relates shall be held through either Euroclear Bank SA/NV or Clearstream Banking S.A.; or

4. pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available.

If none of the foregoing boxes is ticked, the Registrar shall not be obliged to register the transfer of the Notes.

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 Restricted Individual Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. 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.

[On the reverse of the Restricted Individual 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 Europe plc**  
Agency & Trust Department  
One North Wall Quay  
Dublin, 1  
Ireland

## SCHEDULE 4: PROVISIONS FOR MEETINGS OF NOTEHOLDERS

### 1. Definitions

In this Trust Deed and the Conditions, the following expressions have the following meanings:

#### 1.1 In relation to Meetings of Holders of Registered Notes and/or Holders of Bearer Notes:

"Chairman" means, in relation to any Meeting, the individual who takes the chair in accordance with Clause 8 (*Chairman*);

"Electronic Consent" has the meaning set out in Clause 20 (*Written Resolution and Electronic Consent*);

"Extraordinary Resolution" means a resolution passed (i) at a Meeting duly convened and held in accordance with this Schedule 4 by a majority of at least 75 per cent. 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), which may be held either in person and/or Virtually;

"Relevant Fraction" means:

- (A) for all business other than voting on an Extraordinary Resolution, one-tenth;
- (B) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, not less than a clear majority; and
- (C) for voting on any Extraordinary Resolution relating to a Reserved Matter, two-thirds;

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

- (1) for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the aggregate principal amount of the outstanding Notes represented or held by the Voters actually present at the Meeting; and
- (2) for voting on any Extraordinary Resolution relating to a Reserved Matter, one third;

"Reserved Matter" means any proposal:

- (A) to 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;

- (B) to alter the currency in which payments under the Notes or Coupons are to be made;
- (C) to alter the majority required to pass an Extraordinary Resolution;
- (D) to sanction any such scheme or proposal as is described in Clause 17(l) (Powers) below; or
- (E) to amend this definition;

"Virtually" means by teleconference, video conference or other virtual means;

"Written Resolution" means a resolution in writing signed by or on behalf of Holders of not less than 75 per cent. 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 (where a Meeting is to be held in person) or London (where a Meeting is to be held Virtually) 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.

## 1.2 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:

- (A) certifying that the Deposited Notes have been deposited with such Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system and will not be released until the earlier of:
  - (1) the conclusion of the Meeting; and
  - (2) 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 relevant Issuer and the Trustee; and
- (B) 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;

- (C) 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
- (D) 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 depository) 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:

- (A) 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
- (B) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed;

"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:

- (A) that the Deposited Notes have been deposited with such Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system and will not be released until the earlier of:
  - (1) the conclusion of the Meeting; and
  - (2) the surrender of such certificate to such Paying Agent; and
- (B) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Deposited Notes.

1.3 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:

(A) certifying:

- (1) 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
- (2) 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;

- (B) 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
- (C) 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:

- (A) 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
- (B) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed; 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 relevant 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 relevant 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 one-tenth of the aggregate principal amount of the outstanding Notes, convene a Meeting. Every Meeting shall be held on a date, and at a time, approved by the Trustee. Where a Meeting is to be held in person, the Trustee will approve the place of the Meeting.
- 6.2 A meeting that has been validly convened may be cancelled by the person who convened such meeting by giving at least one days' 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 Bondholders (with a copy to the Trustee where such meeting was convened by the relevant Issuer or to such 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 and time of the Meeting and the place of the Meeting or the manner in which the Meeting will take place Virtually 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 relevant Issuer) where the Meeting is convened by the Trustee and/or the relevant Issuer.
- 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. **Chairman**

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 relevant Issuer may appoint a Chairman. For the avoidance of doubt the term "present" used in this paragraph shall include attendance Virtually. The Chairman of an adjourned Meeting need not be the same person as was the Chairman 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 Chairman 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 relevant 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 (or manner in the case of a Meeting held Virtually) (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 as may be appointed by the Chairman 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 Chairman 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 Chairman 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 as may be appointed by the Chairman 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 specified in the proviso to the definition of "Relevant Fraction" above 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. For the avoidance of doubt the term "present" used in this paragraph shall include attendance Virtually.

11. **Adjourned Meeting**

The Chairman may, with the consent of, and shall if directed by, any Meeting adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

12. **Notice following adjournment**

Clause 7 (*Notice*) above 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 and speak at a Meeting:

- (A) Voters;
- (B) representatives of the relevant Issuer and the Trustee;
- (C) the financial advisers of the relevant Issuer and the Trustee;
- (D) the legal counsel to the relevant 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, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the relevant Issuer, the Trustee or any person present (including Virtually) 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 Chairman 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. Where a Meeting is held (or includes attendance) Virtually, attendees must confirm their show of hands orally.

14.2 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 Chairman 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.

- 14.3 The Chairman may, with the consent of (and shall if directed by) any such Meeting, adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned Meeting except business that might lawfully (but for lack of required quorum) have been transacted at the Meeting from which the adjournment took place.
- 14.4 Any poll demanded at any Meeting on the election of a Chairman or on any question of adjournment shall be taken at the Meeting without adjournment.

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 him by one.

In the case of a voting tie the Chairman 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 he is entitled or to cast all the votes which he exercises 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 relevant Issuer, the Trustee, the Paying Agent, the Registrar or the Chairman 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 only 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 relevant 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 relevant 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 of the provisions of this Trust Deed, the Notes, the Talons or the Coupons which shall be proposed by the relevant 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 relevant 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 (1) the provisions concerning subordination contained in Clause 5 (*Status of the Notes*) of the Trust Deed and this Clause 17 shall not be capable of modification by Extraordinary Resolution and (2) the requirements

of Condition 17(d) (*Relevant Authority Notice or Consent*) 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 (including Virtually) at 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 relevant 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 Chairman shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all 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 relevant Issuer or the Trustee:

- 20.2 Where the terms of the resolution proposed by the relevant 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 relevant 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 per cent. 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 relevant 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 Clause 20.2(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 relevant Issuer or the Trustee which is not then the subject of a meeting that has been validly convened in accordance with Clause 6 (*Convening of Meeting*) 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 relevant Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to such 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 relevant Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of Clause 20.2(A) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "relevant clearing system") and, in the case of Clause (B) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of Clause 20.2 (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 EUCLID or Clearstream, Luxembourg's Xact Web Portal system) 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 relevant 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 relevant Issuer or the Noteholders prescribe 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.

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.

(E) In this Clause 22, "business" includes (without limitation) the passing or rejection of any resolution.

23. **DTC ATOP Messaging**

If the Trustee so determines, any proxy appointed by DTC or a nominee of DTC may, by arranging for delivery of an Agent's Message by DTC to such nominee of DTC or another specified agent, appoint the person(s) named therein (or indicated by reference to or deemed incorporation or application of such other documents as the Trustee may approve) and any such specified agent shall be deemed to appoint the person(s) named therein (the "sub-proxy") to act on his or its behalf in connection with any meeting or proposed meeting provided that (1) a print out of such Agent's Message has been delivered not later than 24 hours before the time fixed for the meeting to the Registrar or the Principal Paying Agent or the Trustee, as the Trustee shall determine, (2) the Agent's Message refers to the DTC Participant on whose behalf DTC has delivered the Agent's Message and (3) where applicable, the Notes which are the subject of the Agent's Message have been blocked in DTC in accordance with its Automated Tender Offer Program and will not be released until the conclusion of the Meeting. In this Clause 23, an "Agent's Message" is a message delivered by DTC to such nominee of DTC or another specified agent for those purposes in accordance with its Automated Tender Offer Program. A "DTC Participant" is a person holding an interest in the Notes who is a participant in DTC, including, for the avoidance of doubt, the depositaries for Euroclear and/or Clearstream, Luxembourg.

## SCHEDULE 5: FORM OF TRANSFER CERTIFICATE

Citibank Europe plc as registrar

**[Virgin Money UK PLC**

*(incorporated with limited liability under the laws of England and Wales)*

/

**Clydesdale Bank PLC**

*(incorporated with limited liability under the laws of Scotland)*

**£10,000,000,000**

**Global Medium Term Note Programme**

### TRANSFER CERTIFICATE

We refer to the issue and paying agency agreement dated 28 November 2022 entered into in respect of the above Global Medium Term Note Programme (as amended or supplemented from time to time, the "Agency Agreement") between, *inter alios*, [Virgin Money UK PLC/Clydesdale Bank PLC] (the "Issuer"), Citibank Europe plc as registrar (the "Registrar", which expression includes any successor registrar appointed from time to time in connection with the Notes), Citibank, N.A., London Branch as principal paying agent and the other agents named therein and Citicorp Trustee Company Limited as trustee (the "Trustee") and the issue of [currency] [amount] [[fixed rate] / Floating Rate] Notes due [maturity] (the "Notes") under such Global Medium Term Note Programme. Capitalised terms used but not defined herein shall have the meanings given to them in the Agency Agreement. Other terms shall have the meanings given to them in Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act").

We, as transferor (the "Transferor") of [currency] \_\_\_\_\_ in principal amount of our beneficial interest in the [Unrestricted/Restricted] (*delete as appropriate*) Global Certificate, hereby request a transfer of (*tick one of the following boxes*):

- 1. our beneficial interest in the Unrestricted Global Certificate (ISIN: [•]) to a purchaser wanting to receive a beneficial interest in the Restricted Global Certificate (CUSIP Number: [•]) (ON OR PRIOR TO THE FORTIETH DAY FOLLOWING THE DATE OF ISSUE OF THE NOTES: TICK BOX A BELOW; AFTER THE FORTIETH DAY FOLLOWING THE DATE OF ISSUE OF THE NOTES, NO FURTHER BOXES NEED BE TICKED); or
- 2. our beneficial interest in the Restricted Global Certificate to a purchaser wanting to receive a beneficial interest in the Unrestricted Global Certificate (TICK BOX B OR C BELOW, AS APPLICABLE).

In connection with such request, and in respect of such Notes, we, the Transferor, hereby certify that such Notes are being transferred in accordance with the transfer restrictions set forth in the Base Prospectus relating to the Notes dated 28 November 2022 and any legend on the relevant Global Certificate and that we are transferring such Note(s) (*tick one of the following boxes*):

- (A) to a person whom the Transferor reasonably believes is purchasing for its own account or accounts as to which it exercises sole investment discretion; such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the Securities Act); the purchaser is aware that the sale to it is being made in reliance upon Rule 144A under the Securities Act; and such transaction meets the requirements of Rule 144A under the Securities Act and is in accordance with any applicable securities laws of any state of the United States;

OR

- (B) in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that:
- (i) the offer of the Notes was not made to a person in the United States; *(tick box for one of alternative sub-paragraphs (ii) as appropriate)*
  - (ii) at the time the buy order was originated, the buyer was outside the United States or the Transferor or any person acting on its behalf reasonably believed that the buyer was outside the United States;

OR

- (ii) the transaction was executed in or on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on its behalf knows that the transaction was prearranged with a buyer in the United States;
- (iii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable;
- (iv) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and
- (v) with regard to transfers occurring within the period prior to and including the fortieth day after the issue date of the Notes, any beneficial interest in the Unrestricted Global Certificate shall be held through either Euroclear or Clearstream, Luxembourg.

OR

- (C) pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available.

If none of the foregoing boxes is checked, the Registrar shall not be obliged to effect the exchange of interests in the Global Certificates to reflect the transfer of the beneficial interests in the Global Certificate contemplated by this transfer certificate.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer and the Trustee.

Yours faithfully,

.....  
*for and on behalf of*  
**[TRANSFEROR]**

Date: .....