

**SCHEDULE 1**  
**AMENDED TERMS AND CONDITIONS OF THE 8.75% AT1 NOTES**

The £230,000,000 Fixed Rate Resettable Additional Tier 1 Securities (the "**Securities**", which expression shall in these Conditions, unless the context otherwise requires, include any further Securities issued pursuant to Condition 17 which are consolidated and form a single series with the Securities) of CYBG PLC (the "**Issuer**") are constituted by a trust deed dated 10 November 2016 (as amended and/or restated and/or supplemented from time to time, the "**Trust Deed**") made between the Issuer and Citicorp Trustee Company Limited (the "**Trustee**", which expression shall include all persons from time to time being trustee or trustees appointed under the Trust Deed) as trustee for the Securityholders.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed and the agency agreement dated 10 November 2016 (as amended and/or restated and/or supplemented from time to time, the "**Agency Agreement**") made between the Issuer, the Registrar and other Agents and the Trustee are available for inspection during normal business hours by the Securityholders at the registered office for the time being of the Trustee, being at the date of issue of the Securities at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom. The Securityholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all of the provisions of the Trust Deed and the Agency Agreement applicable to them.

**1. FORM, DENOMINATION AND TITLE**

**1.1 Form and denomination**

The Securities are in registered form and are available and transferable in minimum principal amounts of £200,000 and integral multiples of £1,000 in excess thereof. A security certificate ("**Certificate**") will be issued to each Securityholder in respect of its registered holding of Securities. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Securityholders which the Issuer will procure to be kept by the Registrar.

**1.2 Title**

Title to the Securities passes only by registration in the register of Securityholders (the "**Register**"). The holder of any Security will (except as otherwise required by law) be treated as its absolute owner for all purposes (regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder. In these Conditions **Securityholder** and (in relation to a Security) **holder** means the person in whose name a Security is registered in the Register (or, in the case of a joint holding, the first named thereof).

**2. TRANSFERS OF SECURITIES AND ISSUE OF CERTIFICATES**

**2.1 Transfers**

Subject as provided in Condition 2.4, a Security may be transferred by depositing the Certificate issued in respect of that Security, with the form of transfer on the back duly

completed and signed, at the specified office of the Registrar together with such evidence as the Registrar may reasonably require to prove title to the Securities that are the subject of the transfer and the authority of the individuals who have executed the form of transfer. Legal title to the Securities will pass upon registration of such transfer in the Register.

## 2.2 **Delivery of new Certificates**

Each new Certificate to be issued upon transfer of Securities will, within five business days of receipt by the Registrar of the duly completed form of transfer endorsed on the relevant Certificate, be mailed by uninsured mail at the risk of the holder entitled to the Security to the address specified in the form of transfer. For the purposes of this Condition, **business day** shall mean a day on which banks are open for business in London.

Where some but not all of the Securities in respect of which a Certificate is issued are to be transferred, a new Certificate in respect of the principal amount of Securities not so transferred will, within 10 business days of receipt by the Registrar of the original Certificate, be mailed by uninsured mail at the risk of the holder of the

Securities not so transferred to the address of such holder appearing on the Register (or, in the case of a joint holding, the first named thereof).

## 2.3 **Formalities free of charge**

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

## 2.4 **Closed periods**

No Securityholder may require the transfer of a Security to be registered during the period of 15 days ending on the due date for any payment of principal or interest on that Security.

## 2.5 **Regulations**

All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Securities 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 Securityholder who requests one.

## 3. **STATUS AND SUBORDINATION**

### 3.1 **Status of the Securities**

The Securities constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu*, without any preference among themselves.

On 8 February 2016, the Issuer issued £450,000,000 8 per cent. Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes (the "**2016 Notes**") and on 13 March 2019, the Issuer issued £250,000,000 9.25 per cent. Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes (the "**2019 Notes**"). For as long as they are outstanding, the 2016 Notes and the 2019 Notes shall rank *pari passu* with the Securities.

### 3.2 **Solvency Condition**

Subject to Condition 4, payments in respect of or arising from (including any damages awarded for breach of any obligation under) the Securities are, in addition to the right or obligation of the Issuer to cancel payments under Condition 5.1. Condition 5.9 and Condition 8.1(a), conditional upon the Issuer being solvent at the time of payment by the Issuer and no payments shall be due and payable in respect of or arising from the Securities except to the extent that the Issuer could make such payment and still be solvent immediately thereafter (the "**Solvency Condition**").

In these Conditions, the Issuer shall be considered to be solvent at a particular time if (x) the Issuer is able to pay its debts to its Senior Creditors as they fall due and (y) the Issuer's Assets exceed its Liabilities. A report as to the solvency of the Issuer by two Authorised Signatories shall, in the absence of manifest error, be treated and accepted by the Issuer, the Trustee and the Securityholders as correct and sufficient evidence thereof.

### 3.3 **No set-off**

Subject to applicable law, no Securityholder 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, the Securities and each Securityholder will, by virtue of their holding of any Security, be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Securityholder by the Issuer in respect of, or arising under or in connection with the Securities is discharged by set-off, such Securityholder 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 or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

## 4. **WINDING-UP**

### 4.1 **Winding-Up prior to a Trigger Event**

In the event of a Winding-Up prior to the occurrence of a Trigger Event, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer, but subject as provided in this Condition 4.1), such amount, if any, as would have been payable to the Securityholder if, on the day prior to the commencement of the Winding-Up and thereafter, such Securityholder were the holder of one of a class of preference shares in the capital of the Issuer (**Notional Preference Shares**) ranking *pari passu* as to a return of assets on a Winding-Up with the holders of Parity Tier 1

Instruments and the holders of that class or classes of preference shares (if any) from time to time issued or which may be issued by the Issuer which have a preferential right to a return of assets in the Winding-Up over, and so rank ahead of, the holders of all other classes of issued shares for the time being in the capital of the Issuer (including, for the avoidance of doubt, any ordinary share capital of the Issuer), but ranking junior to the claims of Senior Creditors, on the assumption that the amount that such Securityholder was entitled to receive in respect of each Notional Preference Share on a return of assets in such Winding-Up was an amount equal to the principal amount of the relevant Security and any accrued but unpaid interest thereon and any damages awarded for breach of any obligations.

#### **4.2 Winding-Up on or after the occurrence of a Trigger Event**

In the event of a Winding-Up concurrently with or after the occurrence of a Trigger Event, and where Conversion has not yet been effected, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer, but subject as provided in this Condition 4.2), such amount, if any, as would have been payable to the Securityholder if, on the day prior to the commencement of the Winding-Up and thereafter, such Securityholder were the holder of such number of Ordinary Shares as that Securityholder would have been entitled to receive in accordance with Condition 8.1(b).

### **5. INTEREST**

#### **5.1 Cancellation of interest**

The Issuer will cancel any Interest Amount otherwise scheduled to be paid on an Interest Payment Date to the extent that such Interest Amount, when aggregated together with any interest payments or distributions which have been paid or made or which are required to be paid or made during the then current financial year on all other own funds items of the Issuer (excluding any such interest payments or distributions paid or made on Tier 2 Capital items or which have already been provided for, by way of deduction, in calculating the amount of Distributable Items), exceeds the amount of the Distributable Items of the Issuer as at such Interest Payment Date.

The Issuer shall be responsible for determining compliance with the restriction above and neither the Trustee nor any Agent shall be required to monitor such compliance or to perform any calculations in connection therewith.

Further, the Issuer may elect at its full discretion to cancel (in whole or in part) the Interest Amount otherwise scheduled to be paid on an Interest Payment Date. Notice of any cancellation of payment of a scheduled Interest Amount must be given to Securityholders (in accordance with Condition 13), the Trustee, the Agents and (if and for so long as the Securities are listed on the Luxembourg Stock Exchange) to the Luxembourg Stock Exchange as soon as possible prior to the relevant Interest Payment Date (provided that any failure to give such notice shall not affect the cancellation of any Interest Amount in whole or in part by the Issuer and shall not constitute a default for any purpose).

The cancellation of any Interest Amount in accordance with Condition 3.2, Condition 5.9, Condition 8.1(a) or this Condition 5.1 shall not constitute a default for any purpose

on the part of the Issuer. For the avoidance of doubt, interest payments are non-cumulative and the Securityholders shall have no right to any cancelled Interest Amount, whether under the Securities or the Trust Deed, on a Winding-Up or otherwise.

## 5.2 Interest Rate and Interest Payment Dates

Subject to Conditions 3.2, 5.1, 5.9 and 8.1(a), the Securities bear interest on their outstanding principal amount:

- (a) from and including the Issue Date to but excluding 10 November 2021 (the "**First Reset Date**"), at the rate of 8.750 per cent. per annum (the "**Initial Interest Rate**"); and
- (b) thereafter, at the relevant Reset Interest Rate,

in each case, payable in two equal instalments semi-annually in arrear on 10 May and 10 November of each year, commencing on 10 May 2017 (each an "**Interest Payment Date**"). The period beginning on (and including) the Issue Date and ending on (but excluding) the next succeeding Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**.

## 5.3 Calculation of interest

Where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (LIBOR) and interest is required to be calculated in respect of any period, the relevant day-count fraction (the "**LIBOR Day-Count Fraction**") shall be calculated on the basis of (a) the actual number of days in the period from and including the Accrual Date to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date multiplied by two.

Where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (SONIA) and interest is required to be calculated in respect of any period, the relevant day-count fraction (the "**SONIA Day-Count Fraction**") shall be calculated on the basis of (a) the actual number of days in the period from and including the Accrual Date to but excluding the date on which it falls due divided by (b) 365.

Interest in respect of any Security shall be calculated per Calculation Amount. The amount of interest payable (subject to Conditions 3.2, 5.1, 5.9 and 8.1(a)) in respect of a Security for a relevant period shall be calculated by (i) determining the product of the Calculation Amount, the relevant Interest Rate and the Day-Count Fraction for the relevant period, (ii) rounding the resultant figure to the nearest penny (half a penny being rounded upwards) and (iii) multiplying that rounded figure by a fraction the numerator of which is the principal amount of such Security and the denominator of which is the Calculation Amount.

Subject to Conditions 3.2, 5.1, 5.9 and 8.1(a), the Interest Amount payable for each Interest Period commencing prior to the First Reset Date will (if paid in full) amount to £43.75 per Calculation Amount.

**Accrual Date** means the date from which interest begins to accrue;

**Day Count Fraction** means:

- (i) where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (LIBOR), the LIBOR Day Count Fraction; and
- (ii) where the applicable 5-year Mid-Swap Rate is the 5-year Mid-Swap Rate (SONIA), the SONIA Day Count Fraction.

#### 5.4 **Reset Interest Rate**

- (a) The **Reset Interest Rate** in respect of any Reset Period will be the sum of (i) the applicable 5-year Mid-Swap Rate in relation to that Reset Period, (ii) the Margin and (iii) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the Adjustment Rate, determined by the Agent Bank in accordance with the instructions of the Issuer, rounded, if necessary, to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded down).

The Issuer shall notify the Agent Bank of the occurrence of an Index Cessation Event and the date of the same as soon as practicable thereafter.

- (b) In these Conditions (except where otherwise defined), the expression **5-year Mid-Swap Rate** means (A) if an Index Cessation Event in respect of six-month sterling LIBOR has not occurred on or before the relevant Reset Determination Date, the 5-year Mid-Swap Rate (LIBOR) or (B) if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, the 5-year Mid-Swap Rate (SONIA), in each case subject to Condition 5.10 (*Benchmark Replacement*).

#### 5.5 **Publication of Reset Interest Rate**

The Issuer shall cause the Agent Bank to give notice of the relevant Reset Interest Rate to the Issuer, the Agents, the Trustee and to any stock exchange or other relevant authority on which the Securities are at the relevant time listed (by no later than the relevant Reset Determination Date) and to be notified to Securityholders in accordance with Condition 13 as soon as possible after their determination, but in no event later than the relevant Reset Date. The Reset Interest Rate so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of manifest error.

#### 5.6 **Determination by the Trustee**

The Trustee (or an agent appointed by the Trustee at the expense of the Issuer) shall be entitled but shall not be obliged, if the Agent Bank defaults at any time in its obligation to determine the Reset Interest Rate in accordance with the above provisions, to determine the Reset Interest Rate, at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described above), it shall deem fair and reasonable in all the circumstances and the determination shall be deemed to be a determination by the Agent Bank.

### 5.7 **Notifications, etc. to be final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5, whether by the Reset Reference Banks (or any of them) or the Agent Bank or the Trustee, will (in the absence of manifest error) be binding on the Issuer, the Trustee, the Agent Bank and all Securityholders and (in the case of the Trustee, in the absence of negligence, wilful default or fraud, and, in the case of the Issuer, the Agent Bank and all Securityholders, in the absence of gross negligence, wilful default or bad faith) no liability to the Issuer or the Securityholders shall attach to the Reset Reference Banks (or any of them), the Agent Bank or, if applicable, the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

### 5.8 **Agent Bank**

The Issuer shall procure that, from the First Reset Date and for so long as any of the Securities remains outstanding, there is at all times an Agent Bank for the purposes of the Securities and the Issuer may, subject to the prior written approval of the Trustee, terminate the appointment of the Agent Bank. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Agent Bank or failing duly to determine the Reset Interest Rate for any Reset Period, the Issuer shall, subject to the prior written approval of the Trustee, appoint the London office of another leading investment, merchant or commercial bank or financial institution engaged in the London interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed.

### 5.9 **Interest accrual**

Each Security will cease to bear interest from and including its due date for redemption unless, upon due presentation, payment of the principal in respect of the Security is improperly withheld or refused or unless default is otherwise made in respect of payment. In such event, interest will continue to accrue as provided in the Trust Deed.

Any interest in respect of an Interest Payment Date which falls on or after the date of the Trigger Event shall be deemed to have been cancelled upon the occurrence of such Trigger Event and shall not become due and payable.

### 5.10 **Benchmark replacement**

In addition to and notwithstanding the provisions above in this Condition 5 (Interest), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when the Reset Interest Rate (or the relevant component part thereof) remains to be determined by reference to LIBOR (if an Index Cessation Event has not occurred prior to such determination) or SONIA, as applicable (the "**Reference 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 Reset Determination Date relating to the next succeeding Reset Period (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 Reset Interest Rate (or the relevant component part thereof) applicable to the Securities;

- (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 as a component part for determining the relevant 5-year Mid-Swap Rate in respect of each of the future Reset Dates (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.10 (*Interest – Benchmark Replacement*)); provided, however, that if sub-paragraph (ii) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Interest Rate applicable to the next succeeding Reset Dates shall be equal to the Reset Interest Rate last determined in relation to the Securities in respect of the preceding Reset Date (or alternatively, if there has not been a first Reset Date, the rate of interest shall be the Initial Interest Rate); for the avoidance of doubt, the proviso in this sub-paragraph (iii) shall apply to the relevant Reset Date only and any subsequent Reset Dates are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.10 (*Interest – 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 relating to the next succeeding Reset Period, 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 Reset Period only and any subsequent Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.10 (*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, Screen Page, Relevant Screen Page (SONIA), Business Day Convention, Business Day, Reset Determination Date and/or the definitions of the relevant Reference Rate and/or 5-year Mid-Swap Rate applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, 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, the Principal Paying Agent and the Agent Bank 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 5.10 (*Interest – Benchmark Replacement*). Securityholder 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, the Principal Paying Agent or the Agent Bank (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, the Agent Bank and the Securityholders, 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 Securities, shall be made in accordance with the relevant Capital Regulations (if applicable) and shall not prejudice the then current capital or eligible liabilities qualification of the Securities, as applicable, in each case for the purposes of and in accordance with the Capital Regulations.

For the purposes of this Condition 5.10 (*Interest – Benchmark Replacement*):

**Adjustment Spread** means a spread (which may be positive or negative) 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 Securityholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) 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, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (C) 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 (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);
- (D) 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 Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in Sterling and of a five year duration 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 Reference Rate;

**Benchmark Event** means:

- (A) the Reference Rate has ceased to be published on the Screen Page or Relevant Screen Page (SONIA), as applicable, as a result of such benchmark ceasing to be calculated or administered; or
- (B) a public statement by the administrator of the Reference Rate that it has ceased, or will cease, publishing the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate has been or will be permanently or indefinitely discontinued; or

- (D) a public statement by the supervisor of the administrator of the Reference Rate as a consequence of which the 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 Securities; or
- (E) a public statement by the supervisor of the administrator of the Reference Rate that, in the view of such supervisor, the Reference Rate is no longer representative of an underlying market; or
- (F) it has or will become unlawful for the Agent Bank or the Issuer to calculate any payments due to be made to any Securityholders using the Reference Rate (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 European Union (Withdrawal Act) 2018, if applicable);

**Independent Adviser** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

**Relevant Nominating Body** means, in respect of a reference rate:

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (B) 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 relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference 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 Reference Rate (for the avoidance of doubt, whether or not the Reference Rate has ceased to be available) which is formally recommended by any Relevant Nominating Body.

## 6. PAYMENTS

### 6.1 Payments in respect of Securities

Payments of principal and interest in respect of each Security will be by transfer to the registered account of the Securityholder or by sterling cheque drawn on a bank that processes payments in sterling mailed to the registered address of the Securityholder if it does not have a registered account. Payments of principal and payments of interest due otherwise than on an Interest Payment Date will only be made against surrender (in the case of payments of principal) or presentation (in respect of payments of interest)

of the relevant Certificate at the specified office of any Agent. Interest on Securities due on an Interest Payment Date will be paid to the holder shown on the register of Securityholders at the close of business on the date (the "**record date**" being the fifteenth day before the due date for the payment of interest.

For the purposes of this Condition 6.1, a Securityholder's **registered account** means the sterling account maintained by or on behalf of it with a bank that processes payments in sterling, details of which appear on the register of Securityholders at the close of business, in the case of principal, on the second Business Day before the due date for payment and, in the case of interest, on the relevant record date, and a Securityholder's registered address means its address appearing on the register of Securityholders at that time.

## 6.2 **Payments subject to applicable laws**

Payments in respect of principal and interest on the Securities are subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 9) any law implementing an intergovernmental approach thereto.

## 6.3 **No commissions**

No commissions or expenses shall be charged to the Securityholders in respect of any payments made in accordance with this Condition 6.

## 6.4 **Payment on Business Days**

Where payment is to be made by transfer to a registered account, payment instructions (for value the due date or, if that is not a Business Day, for value the first following day which is a Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed, on the Business Day preceding the due date for payment or, in the case of a payment of principal or a payment of interest due otherwise than on an Interest Payment Date, if later, on the Business Day on which the relevant Certificate is surrendered at the specified office of the Registrar.

Securityholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Business Day, if the Securityholder is late in surrendering or presenting its Certificate (if required to do so) or if a cheque mailed in accordance with this Condition arrives after the due date for payment.

## 6.5 **Partial Payments**

If the amount of principal or interest which is due on the Securities is not paid in full, the Issuer shall procure that the Registrar will annotate the register of Securityholders with a record of the amount of principal or interest in fact paid.

## 6.6 Agents

The names of the initial Agents and their initial specified offices are set out in the Agency Agreement. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents provided that:

- (a) there will at all times be a Paying Agent having a specified office in a European city; and
- (b) there will at all times be a Registrar.

Notice of any termination or appointment and of any changes in specified offices given to the Securityholders promptly by the Issuer in accordance with Condition 13.

## 7. REDEMPTION AND PURCHASE

### 7.1 No fixed redemption date

The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right to redeem or purchase them in accordance with the following provisions of this Condition 7.

### 7.2 Redemption at the option of the Issuer

The Issuer may, in its sole discretion but subject to Condition 7.6, having given not less than 30 nor more than 60 days' notice to the Securityholders in accordance with Condition 13, the Trustee and the Agents (which notice shall, subject to Condition 7.6, be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Securities on the First Reset Date or on any Interest Payment Date thereafter at their principal amount together with interest accrued and unpaid from and including the immediately preceding Interest Payment Date up to but excluding the date of redemption.

### 7.3 Redemption for regulatory reasons

If at any time a Capital Disqualification Event has occurred, the Issuer may, in its sole discretion but subject to Condition 7.6, having given not less than 30 nor more than 60 days' notice to the Securityholders in accordance with Condition 13, the Trustee and the Agents (which notice shall, subject to Condition 7.6, be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Securities at their principal amount together with interest accrued and unpaid from and including the immediately preceding Interest Payment Date up to but excluding the date of redemption.

A **Capital Disqualification Event** shall occur if, as a result of any change (or pending change which the Supervisory Authority considers to be sufficiently certain) in the regulatory classification of the Securities under the Regulatory Capital Requirements that occurs on or after the Issue Date and (where such redemption occurs prior to the fifth anniversary of the Issue Date) that the Issuer demonstrates to the satisfaction of the Supervisory Authority was not reasonably foreseeable as at the Issue Date, the

whole or any part of the Securities are (or would be) excluded from the Issuer Group's Tier 1 Capital.

Prior to the publication of any notice of redemption pursuant to this Condition 7.3, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the conditions precedent for redeeming the Securities pursuant to this Condition 7.3 have been met and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

#### 7.4 **Redemption for tax reasons**

If at any time a Tax Event has occurred, the Issuer may, in its sole discretion but subject to Condition 7.6, having given not less than 30 nor more than 60 days' notice to Securityholders in accordance with Condition 13, the Trustee and the Agents (which notice shall, subject to Condition 7.6, be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Securities at their principal amount together with interest accrued and unpaid from and including the immediately preceding Interest Payment Date up to but excluding the date of redemption.

A **Tax Event** shall occur if, as a result of any change or amendment to the laws or regulations of the United Kingdom or any authority or political subdivision therein or thereof having power to tax, including any treaty to which such jurisdiction is a party, or any change in the official application of those laws or regulations (including a holding by a court or tribunal of competent jurisdiction) having effect after the Issue Date, such change being material and which (where such redemption occurs prior to the fifth anniversary of the Issue Date) the Issuer demonstrates to the satisfaction of the Supervisory Authority was not reasonably foreseeable as at the Issue Date:

- (a) the Issuer has paid, or would on the next Interest Payment Date be required to pay, Additional Amounts in respect of the Securities;
- (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 Securities, or such a deduction is or would be reduced or deferred;
- (c) the Issuer is not or would not be able to treat the Securities as loan relationships for the purposes of Part 5 of the Corporation Tax Act 2009;
- (d) the Issuer treats or would be required to treat the Securities or any part thereof as a derivative or an embedded derivative for tax purposes, or the Issuer otherwise is or would be required to take changes in or re-estimates of the value of the Securities or any part of the Securities, or of the present value of the cashflows arising in respect of the Securities or any part of the Securities, into account in computing its taxable profits and losses;
- (e) 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 of the Securities, the conversion of the Securities into Ordinary Shares or both; or

- (f) the Securities are not or would not be treated as "normal commercial loans" for the purposes of Chapter 6 of Part 5 of the Corporation Tax Act 2010, or the Securities otherwise are or would be required to be taken into account for the purposes of determining any group for tax purposes, such that there is or would be a change in the membership of any group for tax purposes.

Prior to the publication of any notice of redemption pursuant to this Condition 7.4, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the conditions precedent for redeeming the Securities pursuant to this Condition 7.4 have been met and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

#### **7.5 Purchases**

The Issuer or any of its Subsidiaries may, at its option but subject to Regulatory Approval, purchase or otherwise acquire any of the outstanding Securities at any price in the open market or otherwise at any time in accordance with the then prevailing Regulatory Capital Requirements.

#### **7.6 Conditions to redemption**

Any redemption under Conditions 7.2, 7.3 or 7.4 is subject to obtaining Regulatory Approval and compliance with the Regulatory Preconditions. In addition, if the Issuer has elected to redeem the Securities and:

- (a) the Solvency Condition is not satisfied in respect of the relevant payment on the date scheduled for redemption; or
- (b) prior to the redemption a Trigger Event occurs,

the relevant redemption notice shall be automatically rescinded and shall be of no force and effect and the Issuer shall give notice thereof to the Securityholders (in accordance with Condition 13), the Trustee and the Agents as soon as practicable.

The Trustee shall not be under any duty to investigate whether any condition precedent to redemption under this Condition 7 has occurred and shall not be responsible to Securityholders for any loss arising from any failure by it to do so. The Trustee shall rely without further investigation and without liability as aforesaid on any certificate delivered to it in connection with this Condition 7.

#### **7.7 Cancellations**

All Securities which are redeemed by the Issuer pursuant to this Condition 7 will be cancelled. All Securities 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.

## 7.8 Notices final

Upon the expiry of any notice as is referred to in Condition 7.2, 7.3 or 7.4, the Issuer shall be bound (subject only to Condition 7.6) to redeem the Securities to which the notice refers in accordance with the terms of such paragraph.

## 8. CONVERSION

### 8.1 Conversion on a Trigger Event

- (a) If the Trigger Event occurs, each Security shall, subject to and as provided in this Condition 8.1, be irrevocably discharged and satisfied by its Conversion into Ordinary Shares, credited as fully paid, in the manner and in the circumstances described below. Such Conversion shall occur without delay and, in any event, by no later than one month (or such shorter period as the Supervisory Authority may require) from the occurrence of the Trigger Event. In addition, the Issuer shall cancel any interest which is accrued and unpaid up to (and including) the Conversion Date (whether or not such interest has become due for payment).
- (b) Following the occurrence of the Trigger Event, the Issuer shall give notice (which notice shall be irrevocable) thereof to the Securityholders (the "**Conversion Trigger Notice**") in accordance with Condition 13 and to the Trustee and the Principal Paying Agent without delay after the Trigger Event (and, in any event within such period as the Supervisory Authority may require). The Conversion Trigger Notice shall specify (i) that the Trigger Event has occurred and the Common Equity Tier 1 Capital Ratio resulting in such Trigger Event, (ii) the Conversion Date, (iii) the then prevailing Conversion Price (which Conversion Price shall remain subject to any subsequent adjustment pursuant to Condition 8.3 up to the Conversion Date), (iv) the contact details of the Settlement Shares Depository (or, if the Issuer has been unable to appoint a Settlement Shares Depository, such other arrangements for the issuance and/or delivery of the Ordinary Shares or any Alternative Consideration as the Issuer shall consider reasonable in the circumstances), the Notice Cut-Off Date and the Long- Stop Date, (v) that the Issuer has the option, at its sole and absolute discretion, to elect that a Conversion Shares Offer be conducted and that the Issuer will, if it so elects, issue a Conversion Shares Offer Election Notice in accordance with Condition 13 within ten London business days following the Conversion Date notifying Securityholders of its decision as to such election and (vi) that the Securities shall remain in existence until the applicable Settlement Date (or, if earlier, the Long-Stop Date), with a principal amount of zero, for the sole purpose of evidencing the Securityholder's right to receive Ordinary Shares or Alternative Consideration, as applicable, from the Settlement Shares Depository.

If the Trigger Event occurs, the Securities will be converted in whole and not in part on the Conversion Date as provided below, at which point all of the Issuer's obligations under the Securities shall be automatically and irrevocably discharged and satisfied by the Issuer's issuance and delivery of the relevant Ordinary Shares to the Settlement Shares Depository on the Conversion Date.



- (c) The Issuer shall issue and deliver to the Settlement Shares Depository on the Conversion Date a number of Ordinary Shares in respect of each Security determined by dividing the principal amount of such Security by the Conversion Price prevailing on the Conversion Date, rounded down (if necessary) to the nearest whole number of Ordinary Shares.

Once a Security has been converted into Ordinary Shares, there is no provision for the reconversion of such Ordinary Shares back into Securities.

If the Issuer has been unable to appoint a Settlement Shares Depository, it shall make such other arrangements for the issuance and delivery of the Ordinary Shares to be issued and delivered upon

Conversion (or of the Alternative Consideration, as applicable) to the Securityholders as it shall consider reasonable in the circumstances, which may include issuing and delivering the Ordinary Shares to another independent nominee or to the Securityholders directly, which issuance and delivery of the Ordinary Shares or any Alternative Consideration, as applicable, shall irrevocably and automatically release all of the Issuer's obligations under the Securities as if the relevant Ordinary Shares had been issued and delivered to the Settlement Shares Depository and, in which case, where the context so admits, references in these Conditions to the issue and delivery of Ordinary Shares to the Settlement Shares Depository shall be construed accordingly and apply *mutatis mutandis*.

With effect from and on the Conversion Date no Securityholder will have any rights against the Issuer with respect to the repayment of the principal amount of the Securities or the payment of interest or any other amount on or in respect of such Securities and the principal amount of the Securities shall equal zero at all times thereafter. If the Issuer fails to issue Ordinary Shares on the Conversion Date, or there is any delay in the issue or delivery of such Ordinary Shares to the Settlement Shares Depository or any Securityholder, the only right of the Trustee or (in the circumstances described in Condition 11(d)) the Securityholders in respect of such failure or delay will be to claim against the Issuer to have such Ordinary Shares so issued and to participate in the liquidation proceeds of the Issuer as if the Ordinary Shares had been issued.

- (d) Upon the occurrence of a Trigger Event, the Issuer shall immediately inform the Supervisory Authority and shall, prior to giving the Conversion Trigger Notice, deliver to the Trustee a certificate signed by two authorised signatories of the Issuer stating that the Trigger Event has occurred and the Trustee shall accept such certificate without any further enquiry as sufficient evidence of such matters, in which event such certificate will be conclusive and binding on the Trustee and the Securityholders.
- (e) The Ordinary Shares to be issued and delivered on Conversion shall (except where the Issuer has been unable to appoint a Settlement Shares Depository as contemplated in Condition (b) and (c)) initially be registered in the name of the Settlement Shares Depository, which (subject to the provisions of Condition 8.2(c)) shall hold such Ordinary Shares on behalf of the Securityholders. By virtue of its holding of any Security, each Securityholder shall be deemed to have irrevocably directed the Issuer to issue and deliver such Ordinary Shares to the Settlement Shares Depository.

Provided that the Issuer so issues and delivers the Ordinary Shares to be issued and delivered on Conversion to the Settlement Shares Depository, with effect on and from the Conversion Date, Securityholders shall have recourse only to the Settlement Shares Depository for the delivery to them of such Ordinary Shares or, subject to and as provided in Condition 8.2(c), the Alternative Consideration on the applicable Settlement Date. Subject Condition 4.2 (*Winding-Up on or after the occurrence of a Trigger Event*), if the Issuer fails to issue and deliver the Ordinary Shares to be issued and delivered on Conversion to the Settlement Shares Depository on the Conversion Date, a Securityholder's only right under the Securities against the Issuer for any such failure will be to claim to have such Ordinary Shares so issued and delivered.

Following the issuance and delivery of the Ordinary Shares to be delivered on Conversion to the Settlement Shares Depository on the Conversion Date, the Securities shall remain in existence with a principal amount of zero until the applicable Settlement Date (or, if earlier, the Long-Stop Date) for the purpose only of evidencing the Securityholders' right as aforesaid to receive such Ordinary Shares or the Alternative Consideration, as the case may be, to be delivered by the Settlement Shares Depository.

- (f) Subject to and as provided in Condition 8.2(c), the Settlement Shares Depository shall hold the Ordinary Shares to be issued and delivered on Conversion on behalf of the Securityholders who shall, for so long as such Ordinary Shares are held by the Settlement Shares Depository, be entitled to direct the Settlement Shares Depository to exercise on their behalf all rights of an ordinary shareholder (including voting rights and rights to receive dividends) except that Securityholders shall not be able to sell or otherwise transfer such Ordinary Shares unless and until such time as they have been delivered to Securityholders in accordance with Condition 8.2.
- (g) Fractions of Ordinary Shares will not be delivered to the Settlement Shares Depository or to Securityholders upon a Conversion and no cash payment will be made in lieu thereof. However, if one or more Conversion Notices and relevant Certificates are delivered to the Settlement Shares Depository such that any Ordinary Shares (or any Ordinary Share component of any Alternative Consideration, as applicable) to be issued and delivered to a Securityholder on Conversion are to be registered in the same name, the number of Ordinary Shares to be issued and delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Securities to be converted.

## **8.2 Consequences of a Conversion and procedures for delivery**

- (a) Upon Conversion, the principal amount of the Securities will be written down in full. Securityholders shall be deemed to have waived all rights and claims in respect of the principal amount by which the Securities are written down and shall be deemed irrevocably to have directed and authorised the Issuer to apply such amount on their behalf in paying up the relevant fully-paid Ordinary Shares to be issued and delivered to the Settlement Shares Depository on Conversion of their Securities.

- (b) In order to obtain delivery from the Settlement Shares Depository of Ordinary Shares or, as applicable, the relevant Alternative Consideration following a Conversion, Securityholders will be required to deliver a Conversion Notice and the relevant Certificate representing the relevant Security to the Settlement Shares Depository (or an agent designated for the purpose in the Conversion Trigger Notice) on or before the Notice Cut-off Date in accordance with this Condition 8.2. If Securityholders fail to make such delivery on or before the Notice Cut-off Date, or the relevant Conversion Notice shall have been determined by the Settlement Shares Depository to be null and void, then, subject to Condition (e), the Settlement Shares Depository shall continue to hold the relevant Ordinary Shares or the relevant Alternative Consideration, as the case may be, until a valid Conversion Notice (and the Certificate representing the relevant Securities) is so delivered.
- (c) Not later than the tenth London business day following the Conversion Date, the Issuer may, in its sole and absolute discretion, elect by giving notice to the Securityholders in accordance with Condition 13 and to the Trustee and Agents (a "**Conversion Shares Offer Election Notice**") that the Settlement Shares Depository (or an agent on its behalf) will make an offer, in the Issuer's sole and absolute discretion, of all or some of the Ordinary Shares that were delivered on Conversion to, in the Issuer's sole and absolute discretion, all or some of the Issuer's Shareholders at such time, such offer to be at a cash price per Ordinary Share being no less than the Conversion Price, all in accordance with the following provisions (the "**Conversion Shares Offer**").

If so elected, a Conversion Shares Offer Election Notice shall specify: (i) the period of time for which the Conversion Shares Offer will be open (the "**Conversion Shares Offer Period**"); (ii) the new Notice Cut-off Date; and (iii) the new Long-Stop Date. The Conversion Shares Offer Period shall end no later than 40 London business days after the delivery of the Conversion Shares Offer Election Notice by the Issuer.

Upon expiry of the Conversion Shares Offer Period, the Settlement Shares Depository will provide notice to the Securityholders in accordance with Condition 13 and to the Trustee and the Principal Paying Agent of the composition of the Alternative Consideration (and of the deductions to the cash component, if any, of the Alternative Consideration (as set out in the definition of Alternative Consideration)) per Calculation Amount. The Alternative Consideration shall be held by the Settlement Shares Depository on behalf of the Securityholders. The cash component of any Alternative Consideration shall be payable by the Settlement Shares Depository to the Securityholders in Sterling and whether or not the conditions referred to in Condition 3 are satisfied.

The Issuer reserves the right, in its sole and absolute discretion, to elect that the Settlement Shares Depository terminate the Conversion Shares Offer at any time during the Conversion Shares Offer Period. If the Issuer makes such election, it will provide at least three London business days' notice to the Securityholders in accordance with Condition 13 and to the Trustee and the Principal Paying Agent. The Settlement Shares Depository may then, in its sole and absolute discretion, take steps to deliver to Securityholders the Ordinary Shares to be

delivered on Conversion at a time that is earlier than the time at which they would have otherwise received the Alternative Consideration had the Conversion Shares Offer been completed.

By virtue of its holding of any Security, each Securityholder acknowledges and agrees that if the Issuer elects, in its sole and absolute discretion, that a Conversion Shares Offer be conducted by the Settlement Shares Depositary, such Holder shall be deemed to have: (i) irrevocably consented to any Conversion Shares Offer and, notwithstanding that such Ordinary Shares are held by the Settlement Shares Depositary on behalf of the Securityholders, to the Settlement Shares Depositary using the Ordinary Shares delivered to it on Conversion to settle any Conversion Shares Offer; (ii) irrevocably consented to the transfer of the interest such Holder has in the Ordinary Shares delivered on Conversion to the Settlement Shares Depositary to one or more purchasers identified by the Settlement Shares Depositary in connection with the Conversion Shares Offer; (iii) irrevocably agreed that the Issuer and the Settlement Shares Depositary may take any and all actions necessary to conduct the Conversion Shares Offer in accordance with the terms of the Securities; and (iv) irrevocably agreed that none of the Issuer, the Trustee or the Settlement Shares Depositary shall, to the extent permitted by applicable law, incur any liability to the Securityholders in respect of the Conversion Shares Offer (except for the obligations of the Settlement Shares Depositary in respect of the Securityholders' entitlement to, and the subsequent delivery of, any Alternative Consideration).

The Issuer or the purchasers of the Conversion Shares sold in any Conversion Shares Offer shall bear the costs and expenses of any Conversion Shares Offer (other than the taxes referred to in the definition of Alternative Consideration), including the fees of the Settlement Shares Depositary. If a prospectus or other offering document is required to be prepared in connection with a Conversion Shares Offer, the Issuer will facilitate the preparation of such prospectus or other offering document, and the Issuer and/or its directors will take responsibility for such prospectus or other offering document, in each case, if and to the extent then required by applicable laws and regulations then in effect.

The Trustee shall not be responsible for monitoring any Conversion Shares Offer, nor for monitoring or enforcing the obligations of the Settlement Shares Depositary in respect thereof. Following Conversion and delivery of the Ordinary Shares to the Settlement Shares Depositary, Securityholders must look to the Settlement Shares Depositary for any Ordinary Shares or Alternative Consideration due to them at the relevant time. No costs relating to the Conversion Shares Offer shall be borne by the Trustee.

- (d) Subject as provided in Condition (e) below, in order to obtain delivery of the relevant Ordinary Shares or the Alternative Consideration, as applicable, following a Conversion of the Securities, the relevant Securityholder must deliver a duly completed Conversion Notice, together with the relevant Certificates representing the Securities to the Settlement Shares Depositary or the specified office of its agent(s) designated for the purpose in the Conversion Trigger Notice by the Notice Cut-off Date.

If such delivery is made or notice is given after the end of normal business hours at the specified office of the Settlement Shares Depositary or, as appropriate, its designated agent as aforesaid or on a day which is not a business day in such place, such delivery or notice shall be deemed for all purposes of these Conditions to have been made or given on the next following business day.

Subject as otherwise provided herein, the relevant Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) will be delivered by or on behalf of the Settlement Shares Depositary in accordance with the instructions given in the relevant Conversion Notice.

Any cash component of any Alternative Consideration shall be paid by transfer to a sterling account with a bank in London (as may be specified in the relevant Conversion Notice) in accordance with the instructions contained in the relevant Conversion Notice.

- (e) If not previously cancelled on the relevant Settlement Date, the relevant Securities shall be cancelled on the Long-Stop Date and any Securityholder delivering a Conversion Notice after the Notice Cut-off Date but before the Long-Stop Date will have to provide evidence of its entitlement to the relevant Ordinary Shares or the relevant Alternative Consideration, as applicable, satisfactory to the Settlement Shares Depositary in its sole and absolute discretion in order to receive delivery of such Ordinary Shares or such Alternative Consideration, as applicable. The Issuer shall have no liability to any Securityholder for any loss resulting from such Securityholder not receiving any Ordinary Shares or the relevant Alternative Consideration, as applicable, or from any delay in the receipt thereof, in each case as a result of such Securityholder failing to submit a valid Conversion Notice and the relevant Certificate, on a timely basis or at all.
- (f) Any determination as to whether any Conversion Notice has been properly completed and delivered together with the relevant Certificate(s) as provided in these Conditions, or whether any evidence of entitlement to Ordinary Shares or Alternative Consideration, as applicable, is satisfactory, shall be made by the Settlement Shares Depositary in its sole and absolute discretion and shall be conclusive and binding on the relevant Securityholders.
- (g) The Issuer will maintain all corporate authorities necessary to issue and allot a sufficient number of Ordinary Shares pursuant to this Condition 8.
- (h) The Securities are not convertible into Ordinary Shares at the option of the Securityholders at any time.

### **8.3 Adjustments to the Conversion Price**

- (a) If and whenever there shall be consolidation, subdivision or reclassification/redesignation affecting the number of Ordinary Shares the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such alteration by the following fraction:

$$\frac{A}{B}$$

where:

**A** is the aggregate number of Ordinary Shares in issue immediately prior to such consolidation, subdivision or reclassification/redesignation, as the case may be; and

**B** is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, subdivision or reclassification/redesignation, as the case may be.

Such adjustment shall become effective on the date such consolidation, subdivision or reclassification/redesignation takes effect.

- (b) If and whenever the Issuer shall issue any Ordinary Shares credited as fully paid up to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) other than where:
- (i) any such Ordinary Shares are issued instead of the whole or part of a Cash Distribution which the Shareholders would or could otherwise have received;
  - (ii) the Shareholders may elect to receive a Cash Distribution in lieu of such Ordinary Shares; or
  - (iii) any such Ordinary Shares are or are expressed to be issued in lieu of a dividend (whether or not a Cash Distribution equivalent or amount is announced or would otherwise be payable to the Shareholders, whether at their election or otherwise),

the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

**A** is the aggregate number of Ordinary Shares in issue immediately prior to such issue; and

**B** is the aggregate number of Ordinary Shares in issue immediately after such issue.

Such adjustment shall become effective on the date on which any such newly issued Ordinary Shares are issued.

- (c) If and whenever the Issuer shall pay any Extraordinary Distribution in cash to the Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Extraordinary Distribution by the following fraction:

$$\frac{A - B}{A}$$

where:

**A** means the Current Market Price of one Ordinary Share on the first date on which the Ordinary Shares are traded ex- the Extraordinary Distribution on the primary stock exchange on which the Ordinary Shares are listed; and

**B** means the portion of the aggregate Extraordinary Distribution attributable to one Ordinary Share, with such portion being determined by dividing the aggregate Extraordinary Distribution by the number of Ordinary Shares entitled to receive the Extraordinary Distribution.

Such adjustment shall become effective on the first date on which the Ordinary Shares are traded ex- the Extraordinary Distribution on the primary stock exchange on which the Ordinary Shares are listed.

- (d) If and whenever the Issuer shall issue Ordinary Shares to Shareholders as a class by way of rights, or the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer) any other company, person or entity shall issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares, or any securities (including, without limitation, shares in the capital of the Issuer, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Issuer) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to acquire, any Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a price per Ordinary Share which is less than 95% of the Current Market Price per Ordinary Share on the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the primary stock exchange on which the Ordinary Shares are listed,

(the "**Ex- Date**"), then, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Ex-Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

**A** is the number of Ordinary Shares in issue on the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the primary stock exchange on which the Ordinary Shares are listed;

**B** is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the securities (including, without limitation, shares in the capital of the Issuer, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Issuer) issued by way of rights, or for the options or warrants or other rights issued or granted by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share on the Ex-Date; and

**C** is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if at the Ex- Date such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 8.3(d), C shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Ex- Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Ex- Date.

Such adjustment shall become effective on the Ex- Date.

- (e) Notwithstanding paragraphs (a) to (d) above, and (f) below, no adjustment to the Conversion Price will be made:
- (i) as a result of the payment of any Cash Distribution (other than an Extraordinary Distribution);
  - (ii) to the extent Ordinary Shares or other securities (including rights, warrants or options in relation to Ordinary Shares and other securities) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, directors or employees or former directors or employees (including directors holding or formerly holding executive or non-executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any of its subsidiaries or any associated company or to a trustee or trustees to be held for the benefit of any such person in any such case pursuant to any employee share or option scheme or pursuant to any dividend reinvestment plan or similar plan or scheme;
  - (iii) if an increase in the Conversion Price would result from such adjustment, except in case of a consolidation of Ordinary Shares; or
  - (iv) if it would result in the Conversion Price being reduced below the par value of an Ordinary Share.



and provided further that: (A) where the events or circumstances giving rise to any adjustment pursuant to this Condition 8.3 have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Conversion Price or where more than one event which gives rise to an adjustment to the Conversion Price occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall, subject to compliance with the then prevailing Regulatory Capital Requirements, be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate to give the intended result; and (B) such modification shall, subject to compliance with the prevailing Regulatory Capital Requirements, be made to the operation of these Conditions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate to ensure that an adjustment to the Conversion Price or the economic effect thereof shall not be taken into account more than once.

- (f) If any doubt shall arise as to whether an adjustment is required to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price (including, without limitation, as to the determination of any effective date), and following consultation between the Issuer and an Independent Adviser, a written determination of such Independent Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error.
- (g) On any adjustment, the resultant Conversion Price, if not an integral multiple of £0.001, shall be rounded down to the nearest integral multiple of £0.001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than 1 per cent. of the Conversion Price then in effect. Any adjustment not required to be made and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made. Notice of any adjustments to the Conversion Price shall be given by the Issuer to Securityholders in accordance with Condition 13 promptly after the determination thereof.
- (h) The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price and will not be responsible or liable to any person for any loss arising from any failure by it to do so, nor shall the Trustee be responsible or liable to any person for any determination of whether or not an adjustment to the Conversion Price is required or should be made nor as to the determination or calculation of any such adjustment.

#### 8.4 Qualifying Relevant Event

- (a) If a Qualifying Relevant Event shall occur, the Securities shall, where the Conversion Date (if any) falls on or after the New Conversion Condition Effective Date, be converted on such Conversion Date into Relevant Shares of the Approved Entity (save as provided below in this Condition 8.4 mutatis mutandis as provided in this Condition 8) at a Conversion Price that shall be the New Conversion Price. Such conversion shall be effected by the delivery by the Issuer of such number of Ordinary Shares as is determined in accordance with Condition 8.1(c) to, or to the order of, the Approved Entity. Such delivery shall irrevocably discharge and satisfy all of the Issuer's obligations under the Securities (but shall be without prejudice to the rights of the Trustee and (in the circumstances described in Condition 11(d)) the Securityholders against the Approved Entity in connection with its undertaking to deliver Relevant Shares as provided in the definition of "New Conversion Condition" in Condition (e)(iv) below). Such delivery shall be in consideration of the Approved Entity irrevocably undertaking, for the benefit of the Securityholders, to deliver the Relevant Shares to or to the order of the Securityholders as aforesaid.
- (b) The New Conversion Price shall be subject to adjustment in the circumstances provided in Condition 8.3 (with such modifications and amendments as an Independent Adviser acting in good faith shall determine to be appropriate) and the Issuer shall give notice to the Securityholders (in accordance with Condition 13), the Trustee and the Agents of the New Conversion Price and of any such modifications and amendments.
- (c) In the case of a Qualifying Relevant Event:
  - (i) the Issuer shall, on or prior to the New Conversion Condition Effective Date, enter into such agreements and arrangements, which may include deeds supplemental to the Trust Deed, and such amendments to the Trust Deed and these Conditions shall be made to ensure that, with effect from the New Conversion Condition Effective Date, the Securities shall (following the occurrence of a Trigger Event) be convertible into, or exchangeable for, the Relevant Shares of the Approved Entity, mutatis mutandis in accordance with and subject to, this Condition 8 (as may be so supplemented, amended or modified) at the New Conversion Price; and
  - (ii) the Issuer shall, where the Conversion Date falls on or after the New Conversion Condition Effective Date, procure the issue and/or delivery of the relevant number of Relevant Shares in the manner provided in this Condition 8, as may be supplemented, amended or modified as provided above.

The Trustee shall (at the expense of the Issuer and provided that the Trustee has satisfied itself that the effect of such amendments will be only that the Securities shall be convertible into, or exchangeable for, the Relevant Shares of the Approved Entity as provided in Condition (i) above) concur with the Issuer in making any such amendments to the Trust Deed and these Conditions, and execute any such deeds supplemental to the Trust Deed, provided further that

the Trustee shall not be bound to do so if any such amendments, modifications or deeds would, in the opinion of the Trustee, have the effect of (i) exposing the Trustee to any liability against which it is not indemnified and/or secured and/or pre-funded to its satisfaction, (ii) changing, increasing or adding to the obligations or duties of the Trustee or (iii) removing or amending any protection or indemnity afforded to, or any other provision in favour of, the Trustee under the Trust Deed, the Conditions and/or the Securities.

(d) Within 10 days following the occurrence of a Relevant Event, the Issuer shall give notice thereof to the Securityholders (a "**Relevant Event Notice**") in accordance with Condition 13. The Relevant Event Notice shall specify:

- (i) the identity of the Acquiror;
- (ii) whether the Relevant Event is a Qualifying Relevant Event or a Non-Qualifying Relevant Event;
- (iii) in the case of a Qualifying Relevant Event, the New Conversion Price;
- (iv) in the case of a Non-Qualifying Relevant Event, that, with effect from the occurrence of the Relevant Event and unless the Trigger Event shall have occurred prior to the date of such Relevant Event, outstanding Securities shall not be subject to Conversion into Shares of the Acquiror at any time notwithstanding that a Trigger Event may occur subsequently but that, instead, upon the occurrence of a subsequent Trigger Event (if any) the Securities shall be converted into Ordinary Shares in the Issuer in accordance with Condition 8.1(a) as if no Relevant Event had occurred.

(e) As used in these Conditions:

- (i) "**Acquiror**" means the person which, following a Relevant Event, controls the Issuer;
- (ii) "**Approved Entity**" means a body corporate that is incorporated or established under the laws of an OECD member state and which, on the occurrence of the Relevant Event, has in issue Relevant Shares;
- (iii) "**EEA Regulated Market**" means a market as defined by Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets on financial instruments;
- (iv) the "**New Conversion Condition**" shall be satisfied if (a) by not later than seven days following the occurrence of a Relevant Event where the Acquiror is an Approved Entity, the Issuer shall have entered into arrangements to its satisfaction with the Approved Entity pursuant to which the Approved Entity irrevocably undertakes to the Trustee, for the benefit of the Securityholders, to deliver the Relevant Shares to or to the order of the Securityholders upon a Conversion of the Securities, all as contemplated in Condition (a) and (b) the Issuer, in its sole and absolute discretion, has determined that such arrangements are in the best

interests of the Issuer and its shareholders taken as a whole having regard to the interests of its stakeholders (including, but not limited to, the Securityholders) and are consistent with applicable law and regulation (including, but not limited to, the guidance of any applicable regulatory body);

- (v) "**New Conversion Condition Effective Date**" means the date with effect from which the New Conversion Condition shall have been satisfied;
- (vi) "**New Conversion Price**" means the higher of (A) the New Conversion Price and (B) the nominal amount of one Relevant Share, where the **New Conversion Price** is the amount determined by the Issuer in accordance with the following formula:

$$\text{NCP} = \text{ECP} \times (\text{VWAPRS}/\text{VWAPOS})$$

where:

NCP is the New Conversion Price;

ECP is the Conversion Price in effect on the dealing day immediately prior to the New Conversion Condition Effective Date;

VWAPRS means the average of the VWAP of the Relevant Shares (translated, if necessary, into pounds sterling at the Prevailing Rate on the relevant Trading Day) on each of the 10 Trading Days ending on the Trading Day prior to the date the Relevant Event shall have occurred (and where references in the definitions of "VWAP" and "Trading Day" to "Ordinary Shares" shall be construed as a reference to the Relevant Shares); and

VWAPOS is the average of the VWAP of the Ordinary Shares (translated, if necessary into pounds sterling at the Prevailing Rate on the relevant Trading Day) on each of the 10 Trading Days ending on the Trading Day prior to the date the Relevant Event shall have occurred;

- (vii) "**Non-Qualifying Relevant Event**" means a Relevant Event that is not a Qualifying Relevant Event;
- (viii) "**Qualifying Relevant Event**" means a Relevant Event where: (A) the Acquiror is an Approved Entity; and (B) the New Conversion Condition is satisfied;
- (ix) "**Regulated Market**" means an EEA Regulated Market or another regulated, regularly operating, recognised stock exchange or securities market in an OECD member state;
- (x) a "**Relevant Event**" shall occur if any person or persons acting in concert (as defined in the Takeover Code of the United Kingdom Panel on Takeovers and Mergers) acquires control of the Issuer (other than as

a result of a Newco Scheme). For the purposes of this definition of Relevant Event, control means, directly or indirectly:

- (A) the acquisition or holding of legal or beneficial ownership of more than 50 per cent. of the Ordinary Shares of the Issuer; or
- (B) the right to appoint and/or remove all or the majority of the members of the board of directors of the Issuer, whether obtained directly or indirectly and whether obtained by ownership of share capital, contract or otherwise,

and **controlled** shall be construed accordingly; and

- (xi) "**Relevant Shares**" means ordinary shares in the capital of a body corporate that constitutes equity share capital or the equivalent (or depository or other receipts representing the same) which are listed and admitted to trading on a Regulated Market provided that ordinary shares shall not be Relevant Shares if the conversion, or possible conversion, of the Securities into those ordinary shares would have an effect of the kind referred to in either of paragraphs (b) or (c) of Condition 7.4 on the Issuer (an "**Adverse Tax Effect**") and such Adverse Tax Effect arises as a consequence of the fact that the Notes would not be "hybrid capital instruments" for the purposes of section 475C of the Corporation Tax Act 2009; and ordinary shares shall cease to be Relevant Shares if such ordinary shares are initially Relevant Shares, but subsequently would have an Adverse Tax Effect on or before the Conversion Date.

## 8.5 Covenants

Whilst any Security remains outstanding, the Issuer shall (if and to the extent permitted by the Regulatory Capital Requirements from time to time and only to the extent that such covenant would not cause a Capital Disqualification Event to occur) in the event of a Newco Scheme, save with the approval of an Extraordinary Resolution, take (or shall procure that there is taken) all necessary action to ensure that the Newco Scheme is an Exempt Newco Scheme and that immediately after completion of the Scheme of Arrangement such amendments are made to these Conditions and the Trust Deed as are necessary to ensure that the Securities may be converted into or exchanged for ordinary shares or units or the equivalent in Newco mutatis mutandis in accordance with and subject to these Conditions. The Trustee shall (at the expense of the Issuer and provided that the Trustee has satisfied itself that the effect of such amendments will be only that the Securities may be converted into or exchanged for ordinary shares or units or the equivalent in Newco mutatis mutandis in accordance with and subject to these Conditions) concur in effecting such amendments, provided that the Trustee shall not be bound to concur if to do so would (i) expose the Trustee to any liability against which it is not indemnified and/or secured and/or pre-funded to its satisfaction, (ii) change, increase or add to the obligations or duties of the Trustee or (iii) remove or amend any protection or indemnity afforded to, or any other provisions in favour of, the Trustee under the Trust Deed, the Conditions and/or the Securities.

## 8.6 Taxes etc.

Neither the Trustee nor the Issuer shall be liable for any taxes or capital, stamp, issue, registration or transfer taxes or duties arising on Conversion or that may arise or be paid as a consequence of the delivery of Ordinary Shares upon Conversion. A Securityholder must pay any taxes and capital, stamp, issue, registration and transfer taxes and duties arising for it on Conversion in connection with the issue and delivery of Ordinary Shares or the Ordinary Shares component of any Alternative Consideration to the Settlement Shares Depository on behalf of such Securityholder and the delivery of Ordinary Shares or the Ordinary Shares component of any Alternative Consideration by the Settlement Shares Depository to such Securityholder and such Securityholder must pay all, if any, such taxes or duties arising by reference of any disposal or deemed disposal of its Securities (or any interest therein) and/or the issue or delivery to it of any Ordinary Shares or the Ordinary Shares component of any Alternative Consideration (or any interest therein).

## 8.7 Delivery

The Ordinary Shares to be delivered on Conversion will be issued and delivered to the Settlement Shares Depository (or as otherwise provided in these Conditions) on behalf of the Securityholders on the Conversion Date. Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) will be delivered to Securityholders in uncertificated form through the dematerialised securities trading system operated by Euroclear UK & Ireland Limited, known as CREST, unless at the relevant time the Ordinary Shares are not a participating security in CREST, in which case Ordinary Shares will be delivered either in the form required by the relevant clearing system in which the Ordinary Shares are a participating security or in certificated form.

Where any Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) are to be delivered to Securityholders through CREST, they will be delivered to the account specified by the relevant Securityholders to the Issuer in accordance with the instructions to be contained in the Conversion Notice. Where any Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) are to be delivered to Securityholders in certificated form, a certificate in respect thereof will be dispatched by mail free of charge to the relevant Securityholder or as it may direct the Issuer in accordance with the instructions to be contained in the Conversion Notice within 28 days following receipt by the Issuer of such direction from the Securityholder.

The Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) will not be available for issue or delivery (i) to, or to a nominee for, Euroclear or Clearstream, Luxembourg or any other person providing a clearance service within the meaning of Section 96 of the Finance Act 1986 of the United Kingdom or (ii) to a person, or nominee or agent for a person, whose business is or includes issuing depository receipts within the meaning of Section 93 of the Finance Act 1986 of the United Kingdom, in each case at any time prior to the "abolition day" as defined in Section 111(1) of the Finance Act 1990 of the United Kingdom or (iii) to the CREST account of such a person described in (i) or (ii).

## 8.8 Ordinary Shares

Ordinary Shares issued upon Conversion will be fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the Conversion Date, except in any such case for any right excluded by mandatory provisions of applicable law and except that such Ordinary Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments as of any applicable record date or other due date for the establishment of entitlement for which falls prior to the Conversion Date.

## 9. TAXATION

### 9.1 Payment without withholding

All payments by or on behalf of the Issuer in respect of the Securities 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 ("Taxes") imposed or levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, unless the withholding or deduction of the Taxes is required by law. If any such withholding or deduction for or on account of any Taxes is required by law, the Issuer will pay such additional amounts ("**Additional Amounts**") in respect of the payment of any interest on (but not, for the avoidance of doubt, in respect of the payment of the principal amount of) the Securities as may be necessary in order that the net amounts in respect of any interest received by the Securityholders after the withholding or deduction shall equal the amounts of any interest which would have been receivable in respect of the Securities in the absence of any withholding or deduction, except that no additional amounts shall be payable in relation to any payment in respect of any Security:

- (a) held by or on behalf of a Securityholder who is liable to such Taxes in respect of such Security by reason of it having some connection with the United Kingdom other than the mere holding of the Security;
- (b) where (in the case of a payment of principal or interest on redemption) the relevant Certificate is surrendered for payment more than 30 days after the Relevant Date except to the extent that the Securityholder would have been entitled to such additional amounts on surrendering such Certificate for payment on the last day of such period of 30 days; or
- (c) where the Securityholder is able to avoid such withholding or deduction by complying, or procuring that a third party complies with, any applicable statutory requirements or by making, or procuring that any third party makes, a declaration of non-residence or other similar claim for exemption to any tax authority.

### 9.2 Additional Amounts

Any reference in these Conditions to any amounts in respect of the Securities shall be deemed also to refer to any Additional Amounts which may be payable under this Condition 9 or under any undertakings given in addition to, or in substitution for, this

Condition pursuant to the Trust Deed. The restrictions on interest payments in Condition 5.1 shall apply to any Additional Amounts mutatis mutandis.

10. **PRESCRIPTION**

Securities will become void unless presented for payment within periods of 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the Securities, subject to the provisions of Condition 6.

11. **ENFORCEMENT**

- (a) In the event of a Winding-Up, or if the Issuer has not made payment of any amount in respect of the Securities for a period of seven days or more after the date on which such payment is due, the Issuer shall be deemed to be in default under the Securities and, unless proceedings for a Winding-Up have already commenced, the Trustee may institute proceedings for a Winding-Up. The Trustee may prove in a Winding-Up (whether or not instituted by the Trustee) such claim as is set out in Condition 4.1 or 4.2, as applicable.
- (b) Without prejudice to Condition (a), the Trustee may, at its discretion, and without notice, institute such proceedings and/or take any other steps or action against the Issuer as it may think fit to enforce any term or condition binding on the Issuer (including, without limitation, proceedings, actions or steps to enforce obligations of the Issuer in connection with a Conversion) under the Trust Deed (other than any payment obligation of the Issuer under or arising from the Securities or the Trust Deed, including, without limitation, payment of any principal or interest in respect of the Securities, including any damages awarded for breach of any obligations but excluding any amount due to the Trustee, other than amounts due to the Trustee on behalf of Securityholders, in accordance with the Trust Deed) provided that in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Conditions or the Trust Deed. Nothing in this Condition (b) shall, however, prevent the Trustee instituting proceedings for the Winding-Up, proving in any Winding-Up or exercising rights under Condition 4.1 or, as applicable, Condition 4.2 in respect of any payment obligations of the Issuer arising from or in respect of the Securities or the Trust Deed (including any damages awarded for breach of any obligations).
- (c) The Trustee shall not be bound to take any of the actions referred to in Condition (a) or (b) against the Issuer to enforce the terms of the Securities or the Trust Deed or any other action under or pursuant to the Trust Deed unless (i) it shall have been so requested by an Extraordinary Resolution of the Securityholders or in writing by the holders of at least one-quarter in principal amount of the Securities then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.
- (d) No Securityholder shall be entitled to proceed directly against the Issuer or to institute proceedings for a Winding-Up or to prove in a Winding-Up unless the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, in which case the Securityholder shall have



only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 11.

- (e) No remedy against the Issuer, other than as referred to in this Condition 11, shall be available to the Trustee or the Securityholders, whether for the recovery of amounts owing in respect of the Securities 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 Securities or the Trust Deed.

## 12. **REPLACEMENT OF CERTIFICATES**

If any Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Registrar or any Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer and/or the Registrar may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## 13. **NOTICES**

All notices regarding the Securities shall be valid if sent by post to the Securityholders at their respective addresses in the Register and, if and for so long as the Securities are listed on the Luxembourg Stock Exchange and the rules of that Exchange so require, published in a daily newspaper of general circulation in Luxembourg or on the Luxembourg Stock Exchange's website, [www.bourse.lu](http://www.bourse.lu). The Issuer shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Securities are for the time being listed. Any notice shall be deemed to have been given on the second day after being so mailed or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

## 14. **MEETINGS OF SECURITYHOLDERS, MODIFICATION AND WAIVERS**

### 14.1 **Meetings of Securityholders**

The Trust Deed contains provisions for convening meetings of Securityholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any meeting of Securityholders for passing an Extraordinary Resolution will be one or more persons present holding or representing more than 50 per cent. of the aggregate principal amount of the Securities for the time being outstanding, or at any adjourned meeting one or more persons present whatever the principal amount of the Securities held or represented by him or them, except that at any meeting the business of which includes Reserved Matters, the necessary quorum for passing an Extraordinary Resolution will be one or more persons present 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 Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Securityholders will be binding on all Securityholders, whether or not they are present at the meeting and whether or not they voted on the resolution.

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 Securities who for the time being are entitled to receive notice of a meeting of Securityholders 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 Securityholders.

In addition, the Trustee shall be obliged to consent to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 5.10 (Benchmark Replacement) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 5.10 (Benchmark Replacement) without the requirement for the consent or sanction of the Securityholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to this Trust Deed, the Agency Agreement and the Conditions are required in order to give effect to Condition 5.10 (Benchmark Replacement), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person

#### 14.2 **Modification and waiver**

- (a) Subject as provided in Condition (b) below, except where the Trustee is bound pursuant to Conditions 8.4(c)(i) and 8.5 to give effect to the amendments described therein, the Trustee may agree (other than in respect of a Reserved Matter), without the consent of the Securityholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement (provided that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Securityholders) or may agree, without any such consent as aforesaid and irrespective of whether the same constitutes a Reserved Matter, to any modification which, in its opinion, is of a formal, minor or technical nature or is to correct a manifest error.
- (b) Any modification or waiver of these Conditions and the Trust Deed shall be subject to the Issuer obtaining Regulatory Approval. If the Trustee is requested to consider any modification or waiver of the Conditions or Trust Deed or to convene a meeting of Securityholders in respect thereof, the Issuer shall provide to the Trustee a certificate signed by two Authorised Signatories certifying that it has obtained Regulatory Approval or that Regulatory Approval is not required, and the Trustee shall rely, and act upon, such certificate absolutely without any liability for so doing.
- (c) In addition, the Trustee shall be obliged to consent to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 5.10 (Benchmark Replacement) in connection with implementing any Alternative Reference Rate, Successor Rate, Adjustment Spread or related changes referred to in Condition 5.10 (Benchmark Replacement) without the requirement for the consent or sanction of the Securityholders. Such consent shall be subject to the receipt by the Trustee of a certificate from the Issuer certifying that the proposed modifications to the Trust Deed, the Agency Agreement and these Conditions are required in order to give

effect to Condition 5.10 (Benchmark Replacement), and the Trustee shall be entitled to rely on such certificate without further enquiry and without liability to any person.

#### **14.3 Trustee to have regard to interests of Securityholders as a class**

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Securityholders as a class but shall not have regard to any interests arising from circumstances particular to individual Securityholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Securityholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Securityholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholders except to the extent already provided for in Condition 9 and/or any undertaking given in addition to, or in substitution for, Condition 9 pursuant to the Trust Deed.

#### **14.4 Notification to the Securityholders**

Any modification, abrogation, waiver, authorisation or substitution shall be binding on the Securityholders and, unless the Trustee agrees otherwise, notified by the Issuer to the Securityholders as soon as practicable thereafter in accordance with Condition 13.

### **15. SUBSTITUTION OF THE ISSUER**

The Trustee may, without the consent of the Securityholders but subject to Regulatory Approval, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition 15) as the principal debtor under the Securities, the Trust Deed and the Agency Agreement of any of its other wholly-owned Subsidiaries, subject to:

- (a) the Trustee being satisfied that such substitution is not materially prejudicial to the interests of the Securityholders; and
- (b) certain other conditions set out in the Trust Deed being complied with.

Any substitution pursuant to this Condition 15 shall be binding on the Securityholders and shall be notified by the Issuer to the Securityholders in accordance with Condition 13 not less than 30 nor more than 60 days' prior to such substitution taking effect.

### **16. INDEMNIFICATION AND PROTECTION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER**

#### **16.1 Indemnification and protection of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer and the Securityholders, including (i) provisions relieving it from taking action unless indemnified and/or

secured and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity and/or security and/or pre-funding given to it by the Securityholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

## **16.2 Trustee Contracting with the Issuer**

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Securityholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

## **16.3 Reliance by Trustee on reports, confirmations, certificates and advice**

The Trustee may rely without liability to Securityholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institutions or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice in which event such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Securityholders.

## **16.4 Mandatory modifications**

When implementing any modification pursuant to Condition 8.4(c)(i) or 8.5, the Trustee shall not consider the interests of the Securityholders or any other person. The Trustee shall not be liable to the Securityholders or any other person for so acting, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person and/or is or may be a Reserved Matter.

## **17. FURTHER ISSUES**

The Issuer may from time to time without the consent of the Securityholders create and issue further securities having the same terms and conditions as the Securities in all respects (or in all respects except for the first payment of interest, if any, on them and/or the issue price thereof) so that the same shall be consolidated and form a single series with the Securities. Any further securities which are to form a single series with the Securities constituted by the Trust Deed or any supplemental deed shall be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for

convening a single meeting of the Securityholders and the holders of notes or bonds of other series in certain circumstances where the Trustee so decides.

## 18. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### 18.1 **Governing law**

The Trust Deed and the Securities and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law.

### 18.2 **Jurisdiction of English courts**

The Issuer has, in the Trust Deed, irrevocably agreed for the benefit of the Trustee and the Securityholders that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed or the Securities (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed or the Securities) and accordingly has submitted to the exclusive jurisdiction of the English courts.

The Issuer has, in the Trust Deed, waived any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Trustee and the Securityholders may take any suit, action or proceeding arising out of or in connection with the Trust Deed or the Securities respectively (including any suit, action or proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed or the Securities) (together referred to as "Proceedings") against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

## 19. **RIGHTS OF THIRD PARTIES**

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

## 20. **DEFINITIONS**

In these Conditions:

"**5-year Mid-Swap Rate**" has the meaning given to it in Condition 5.4(b)(i).

"**5-year Mid-Swap Rate (LIBOR)**" means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period:

- (a) the semi-annual mid-swap rate with a term of five years which appears on the Screen Page as of 11:00 a.m. (London time) on such Reset Determination Date; or
- (b) if such rate does not appear on the Screen Page at such time on such Reset Determination Date, the Reset Reference Bank Rate on such Reset Determination Date;

**"5-year Mid-Swap Rate (SONIA)"** means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period:

- (a) the annual sterling mid-market swap rate with a term of five years where the floating leg pays daily compounded SONIA annually, which is calculated and published by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate), appearing on Bloomberg screen page BPISDS05 Index (or any successor or replacement page, section or other part of a particular information service, including, without limitation, Bloomberg) (the **"Relevant Screen Page (SONIA)"**) at approximately 11.15 a.m. (London time) on the relevant Reset Determination Date, as determined by the Agent Bank which annual rate shall be converted by the Agent Bank to a semi-annual rate in accordance with the instructions of the Issuer; or
- (b) if such swap rate does not appear on the Relevant Screen Page (SONIA) at such time on such Reset Determination Date (in circumstances other than those in which Condition 5.10 (Benchmark Replacement) applies), the Reset Reference Bank Rate (SONIA) on such Reset Determination Date.

**"5-year Mid-Swap Rate Quotations (LIBOR)"** means the arithmetic mean of the bid and ask rates for the semi-annual fixed leg (calculated on an Actual/365 (Fixed) day count basis) of a fixed-for-floating Sterling interest rate swap which:

- (a) has a term of five years commencing on the relevant Reset Date;
- (b) is in an amount that is representative of 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 6-month LIBOR rate (calculated on an Actual/365 (Fixed) day count basis).

**"5-year Mid-Swap Rate Quotations (SONIA)"** means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on an Actual/365 (Fixed) day count basis) of a fixed-for-floating sterling interest rate swap transaction which: (i) has a term of five years commencing on the applicable Reset Date; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and (iii) has a floating leg based on the overnight SONIA rate compounded for 12-months (calculated on an Actual/365 (Fixed) day count basis), subject to Condition 5.10 (Benchmark Replacement).

**"Accrual Date"** has the meaning given to it in Condition 5.3. Acquiror has the meaning given to it in Condition 8.4(e)(i). Additional Amounts has the meaning given to it in Condition 9.1.

**"Adjustment Rate"** means, subject as provided below, the adjustment rate that is to apply in respect of any Reset Date if an Index Cessation Event in respect of six-month sterling LIBOR has occurred on or before the relevant Reset Determination Date, being the rate specified on Bloomberg screen **SBP0006M Index**, or any successor page, as calculated by Bloomberg Index Services Limited (or a successor provider as approved

and/or appointed by ISDA from time to time) in relation to Sterling LIBOR in such tenor on the date such Index Cessation Event occurs, provided that if, in relation to any Reset Date, (i) the 5-year Mid-Swap Rate is 5-year Mid-Swap Rate (SONIA) and (ii) no Five-year Mid-Swap Rate Quotations (SONIA) are provided on the relevant Reset Determination Date, where applicable, and therefore the Reset Reference Bank Rate (SONIA) is either (a) 0.82 per cent. per annum or (b) the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Date is 5-year Mid-Swap Rate (LIBOR), then the Adjustment Rate in respect of such Reset Date only shall be deemed to be 0 per cent.

"**Agency Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Agent**" means the Registrar, the Principal Paying Agent and each of the other agents appointed pursuant to the Agency Agreement.

"**Agent Bank**" means an independent investment bank or financial institution to be appointed by the Issuer no later than the First Reset Date (unless the Securities are to be redeemed on that date pursuant to Condition 7.2) to perform the functions expressed to be performed by the Agent Bank under these Conditions.

"**Alternative Consideration**" means in respect of each Security and as determined by the Issuer (i) if all of the Ordinary Shares to be issued and delivered on Conversion are sold in the Conversion Shares Offer, the pro rata share of the cash proceeds from the sale of such Ordinary Shares attributable to such Security (less an amount equal to the pro rata share of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise or be paid in connection with the issue and delivery of Ordinary Shares to the Settlement Shares Depository pursuant to the Conversion Shares Offer), (ii) if some but not all of such Ordinary Shares to be issued and delivered upon Conversion are sold in the Conversion Shares Offer, (x) the pro rata share of the cash proceeds from the sale of such Ordinary Shares attributable to such Security (less an amount equal to the *pro rata* share of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise or be paid in connection with the delivery of Ordinary Shares to the Settlement Shares Depository pursuant to the Conversion Shares Offer) and (y) the pro rata share of such Ordinary Shares not sold pursuant to the Conversion Shares Offer attributable to such Security rounded down to the nearest whole number of Ordinary Shares and (iii) if no Ordinary Shares are sold in the Conversion Shares Offer, the relevant number of Ordinary Shares that would have been received had the Issuer not elected that the Settlement Shares Depository should carry out a Conversion Shares Offer.

"**Approved Entity**" has the meaning given to it in Condition 8.4(e)(ii).

"**Assets**" means the unconsolidated gross assets of the Issuer, as shown in its latest published audited balance sheet, but adjusted for subsequent events in such manner as the Directors of the Issuer may determine.

"**Authorised Signatory**" has the meaning given to it in the Trust Deed.

"**Business Day**" has the meaning given to it Condition 5.4(b)(iii).

"**Calculation Amount**" means £1,000 in principal amount of Securities.

"**Capital Disqualification Event**" has the meaning given to it in Condition 7.3.

"**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 Supervisory 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 Issuer Group.

"**Cash Distribution**" means any dividend or distribution in respect of the Ordinary Shares which is to be paid or made to Shareholders as a class in cash (whatever the currency) and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital.

"**Certificate**" has the meaning given to it in Condition 1.1.

"**Code**" has the meaning given to it in Condition 6.2.

"**Common Equity Tier 1**" means, as at any date, the sum, expressed in pounds sterling, of all amounts that constitute common equity tier 1 capital (as that term is used in the Regulatory Capital Requirements) of the Issuer Group as at such date, less any deductions from common equity tier 1 capital required to be made as of such date, in each case as calculated by the Issuer on a consolidated basis, in accordance with the then prevailing Regulatory Capital Requirements but without applying the transitional provisions set out in Part Ten of the CRD IV Regulation.

"**Common Equity Tier 1 Capital Ratio**" means, as of any date, the ratio of Common Equity Tier 1 of the Issuer Group as of such date to the Risk Weighted Assets of the Issuer Group as of the same date, expressed as a percentage and on the basis that all measures used in such calculation shall be calculated without applying the transitional provisions set out in Part Ten of the CRD IV Regulation.

"**Conditions**" means these terms and conditions of the Securities, as amended from time to time.

"**Conversion**" means the write down of the principal amount of the Securities and the issuance and delivery of Ordinary Shares pursuant to Condition 8, and convert and converted shall be construed accordingly.

"**Conversion Date**" means the date specified as such in the Conversion Trigger Notice and, in accordance with Condition 8.1, in any event no later than one month (or such shorter period as the Supervisory Authority may then require) from the occurrence of the Trigger Event.

"**Conversion Notice**" means a notice in the form for the time being currently available from the specified office of any Principal Paying Agent and which is required to be



delivered to the Settlement Shares Depository (or its agent(s) designated for the purpose in the Conversion Trigger Notice) in connection with a Conversion of the Securities.

"**Conversion Price**" means £2.46, subject to any adjustment pursuant to Condition 8.3.

"**Conversion Shares Offer**" has the meaning given to it in Condition 8.2(c).

"**Conversion Shares Offer Election Notice**" has the meaning given to it in Condition 8.2(c).

"**Conversion Shares Offer Period**" has the meaning given to it in Condition 8.2(c).

"**Conversion Trigger Notice**" has the meaning given to it in Condition 8.1.

"**CRD IV Regulation**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013, as amended or replaced from time to time.

"**Current Market Price**" means, in respect of an Ordinary Share as of any date the average daily VWAP of an Ordinary Share on each of the 5 consecutive dealing days ending on the dealing day immediately preceding such date.

"**Day-Count Fraction**" has the meaning given to it in Condition 5.3.

"**Distributable Items**" means, subject as otherwise defined in the Regulatory Capital Requirements, in relation to interest otherwise scheduled to be paid on an Interest Payment Date, the amount of the profits of the Issuer as at the end of the financial year immediately preceding such Interest Payment Date plus:

- (a) any profits brought forward and reserves available for that purpose before distributions to holders of other own funds items (other than Tier 2 Capital items) of the Issuer; less
- (b) any losses brought forward, profits which are non-distributable pursuant to provisions in legislation or the Issuer's articles of association and sums placed to non-distributable reserves in accordance with the Companies Act 2006 or the articles of association of the Issuer,

those profits, losses and reserves being determined on the basis of the individual accounts of the Issuer and not on the basis of its consolidated accounts.

"**EEA Regulated Market**" has the meaning given to it in Condition 8.4(e)(iii).

"**Ex- Date**" has the meaning given to it in Condition 8.3(d).

"**Exempt Newco Scheme**" means a Newco Scheme where immediately after completion of the relevant Scheme of Arrangement the ordinary shares or units or equivalent of Newco (or depository or other receipts or certificates representing ordinary shares or units or equivalent of Newco) are (i) admitted to trading on a Recognised Stock Exchange or (ii) admitted to listing on such other regulated market as the Issuer or Newco may determine.

**"Extraordinary Distribution"** means any Cash Distribution that is expressly declared by the Issuer to be a capital distribution, extraordinary dividend, extraordinary distribution, special dividend, special distribution or return of value to Shareholders as a class or analogous or similar term, in which case the Extraordinary Distribution shall be such Cash Distribution.

**"Extraordinary Resolution"** has the meaning given to it in the Trust Deed.

**"First Reset Date"** has the meaning given to it in Condition 5.2(a).

**"Independent Adviser"** means any independent financial institution of international standing or independent financial adviser with appropriate expertise, the identity of which has been approved by the Trustee, appointed by the Issuer at its own expense from time to time for the purposes of carrying out the duties described in one or more of these Conditions and in performing such role such entity shall have regard to the interests of the Issuer and the Securityholders alike.

**"Index Cessation Event"** means an Index Cessation Event as defined in Supplement number 70 to the 2006 ISDA Definitions, as amended or supplemented from time to time, and, for the purposes of these Conditions and the definition of Index Cessation Event therein, the Applicable Rate as used therein is six-month Sterling LIBOR.

**"Initial Interest Rate"** has the meaning given to it in Condition 5.2(a).

**"Interest Amount"** means the amount due on each Security on an Interest Payment Date.

**"Interest Payment Date"** has the meaning given to it in Condition 5.2.

**"Interest Period"** has the meaning given to it in Condition 5.2.

**"Interest Rate"** means the Initial Interest Rate and/or the applicable Reset Interest Rate, as the case may be.

**"Issue Date"** means 10 November 2016.

**"Issuer"** has the meaning given to it in the preamble to these Conditions.

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

**"Liabilities"** means the unconsolidated gross liabilities of the Issuer, as shown in its latest published audited balance sheet, but adjusted for contingent and prospective liabilities and for subsequent events in such manner as the Directors of the Issuer may determine.

**"LIBOR"** means London Inter Bank Offered Rate.

**"Long-Stop Date"** means the date on which any Securities in relation to which no Conversion Notice has been received by the Settlement Shares Depositary (or its designated agent(s)) on or before the Notice Cut-off Date shall be cancelled, which date

is expected to be no more than 12 London business days following the Notice Cut-off Date and which will be notified to Securityholders in the Conversion Trigger Notice and/or the Conversion Shares Offer Election Notice (as applicable).

"**Margin**" has the meaning given to it in Condition 5.4(b)(iv).

"**New Conversion Condition**" has the meaning given to it in Condition 8.4(e)(iv).

"**New Conversion Condition Effective Date**" has the meaning given to it in Condition 8.4(e)(v).

"**New Conversion Price**" has the meaning given to it in Condition 8.4(e)(vi).

"**Newco Scheme**" means a scheme of arrangement or analogous proceeding ("**Scheme of Arrangement**") which effects the interposition of a limited liability company ("**Newco**") between the Shareholders of the Issuer immediately prior to the Scheme of Arrangement (the "**Existing Shareholders**") and the Issuer; provided that: (i) only ordinary shares or units or equivalent of Newco or depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco are issued to Existing Shareholders; (ii) immediately after completion of the Scheme of Arrangement the only holders of ordinary shares, units or equivalent of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco, are Existing Shareholders holding in the same proportions as immediately prior to completion of the Scheme of Arrangement; (iii) immediately after completion of the Scheme of Arrangement, Newco is (or one or more wholly-owned Subsidiaries of Newco are) the only shareholder of the Issuer; (iv) all Subsidiaries of the Issuer immediately prior to the Scheme of Arrangement (other than Newco, if Newco is then a Subsidiary of the Issuer) are Subsidiaries of the Issuer (or of Newco) immediately after completion of the Scheme of Arrangement; and (v) immediately after completion of the Scheme of Arrangement the Issuer (or Newco) holds, directly or indirectly, the same percentage of the ordinary share capital and equity share capital of those Subsidiaries as was held by the Issuer immediately prior to the Scheme of Arrangement.

"**Non-Qualifying Relevant Event**" has the meaning given to it in Condition 8.4(e)(vii).

"**Notice Cut-off Date**" means: (i) where the Issuer has not elected for the Settlement Shares Depositary to carry out a Conversion Shares Offer, the date specified as such in the Conversion Trigger Notice, which date shall be at least 20 London business days following the Conversion Date; or (ii) where the Issuer has elected for the Settlement Shares Depositary to carry out a Conversion Shares Offer, the date specified as such in any Conversion Shares Offer Election Notice, which date shall be at least 20 London business days following the expiry of the Conversion Shares Offer Period.

"**Notional Preference Share**" has the meaning given to it in Condition 4.1.

"**Ordinary Shares**" means ordinary voting shares in the capital of the Issuer.

"**Parity Tier 1 Instruments**" means any obligations of the Issuer which rank or are expressed to rank on a Winding-Up or in respect of a distribution or payment of dividends or any other payments thereon *pari passu* with the Issuer's obligations in

respect of the Securities (for the avoidance of doubt, excluding any ordinary share capital of the Issuer and, for so long as they are outstanding, including the 2016 Notes and 2019 Notes).

**"Paying Agent"** means each entity appointed as a paying agent from time to time pursuant to the Agency Agreement.

**"Prevailing Rate"** means, in respect of any currencies on any day, the spot rate of exchange between the relevant currencies prevailing as at or about 12 noon (London time) on that date as appearing on or derived from the relevant page on Bloomberg (or such other information service provider that displays the relevant information) or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12 noon (London time) on the immediately preceding day on which such rate can be so determined or, if such rate cannot be so determined by reference to the relevant page on Bloomberg (or such other information service provider that displays the relevant information), the rate determined in such other manner as an Independent Adviser shall in good faith prescribe.

**"Principal Paying Agent"** means Citibank, N.A., London Branch or such other principal paying agent appointed by the Issuer from time to time in respect of the Securities in accordance with these conditions.

**"Proceedings"** has the meaning given to it in Condition 18.2.

**"Qualifying Relevant Event"** has the meaning given to it in Condition 8.4(e)(viii).

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

**"record date"** has the meaning given to it in Condition 6.1.

**"Reset Reference Bank Rate (SONIA)"** means, in relation to a Reset Date and the Reset Determination Date in relation to such Reset Date, the percentage rate determined by the Agent Bank on the basis of the Five-year Mid-Swap Rate Quotations (SONIA) provided by each of four major banks in the sterling swap rate market (which banks shall be selected by the Issuer (using all reasonable efforts and on the advice of an investment bank of international repute)) (the **"Reference Banks (SONIA)"**) at approximately 11.00 a.m. (London time) on the relevant Reset Determination Date, which annual rate shall be converted by the Agent Bank to a semi-annual rate in accordance with the instructions of the Issuer, and rounded, if necessary, to the nearest 0.001 per cent. (with 0.0005 per cent. being rounded upwards). If at least three Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Swap Rate Quotations (SONIA), 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 Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be the arithmetic mean of such Five-year Mid-Swap Rate Quotations (SONIA). If only one Five-year Mid-Swap Rate Quotation (SONIA) is provided, the Reset Reference Bank Rate (SONIA) will be the quotation provided. If

no Five-year Mid-Swap Rate Quotations (SONIA) are provided, the Reset Reference Bank Rate (SONIA) will be (i) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of the Reset Date falling on 10 November 2021, 0.82 per cent. per annum or (ii) in respect of the Reset Reference Bank Rate (SONIA) determined in respect of any Reset Date other than 10 November 2021, the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Date.

**"Register"** has the meaning given to it in Condition 1.2.

**"Registrar"** means Citibank, N.A., London Branch or such other registrar appointed by the Issuer from time to time in respect of the Securities in accordance with these Conditions.

**"Regulated Market"** has the meaning given to it in Condition 8.4(e)(ix).

**"Regulatory Approval"** means such approval, prior permission or consent, or notification required within prescribed periods to, the Supervisory Authority, or such waiver of the then prevailing Regulatory Capital Requirements from the Supervisory Authority, as is required under the then prevailing Regulatory Capital Requirements.

**"Regulatory Capital Requirements"** means any requirements contained in the regulations, requirements, guidelines and policies of the Supervisory Authority, or of the European Parliament and Council, then in effect in the United Kingdom relating to capital adequacy and applicable to the Issuer and/or the Issuer Group.

**"Regulatory Preconditions"** means, in relation to any redemption of the Securities, to the extent required by prevailing Regulatory Capital Requirements:

- (a) the Issuer Group having replaced the Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer Group; or
- (b) the Issuer having demonstrated to the satisfaction of the Supervisory Authority that the own funds of the Issuer Group would, following such redemption, exceed its minimum capital requirements (including any capital buffer requirements) by a margin that the Supervisory Authority considers necessary at such time; or
- (c) if, at the time of such redemption, the prevailing Regulatory Capital Requirements permit the redemption after compliance with an alternative pre-condition to either of those set out in paragraphs (a) and (b) of this definition, or require compliance with an additional pre-condition, the Issuer having complied with such other pre-condition.

**"Relevant Date"** means whichever is the later of: (1) the date on which the payment in question first becomes due; and (2) if the full amount payable has not been received by the Registrar or another Agent 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 Securityholders.

**"Relevant Distribution"** has the meaning given to it in the definition of Extraordinary Distribution.

"**Relevant Event**" has the meaning given to it in Condition 8.4(e)(x).

"**Relevant Event Notice**" has the meaning given to it in Condition 8.4(d).

"**Relevant Shares**" has the meaning given to it in Condition 8.4(e)(xi).

"**Relevant Year**" has the meaning given to it in the definition of Extraordinary Distribution.

"**Reset Date**" means the First Reset Date and each date that falls five, or a multiple of five, years following the First Reset Date.

"**Reset Determination Date**" has the meaning given to it Condition 5.4(b)(v).

"**Reset Interest Rate**" has the meaning given to it in Condition 5.4(a).

"**Reset Period**" means the period from and including the First Reset Date to but excluding the next Reset Date, and each successive period from and including a Reset Date to but excluding the next succeeding Reset Date.

"**Reset Reference Bank Rate**" has the meaning given to it in Condition 5.4(b)(vi).

"**Reset Reference Banks**" has the meaning given to it in Condition 5.4(b)(vii).

"**Reserved Matter**" has the meaning given to it in the Trust Deed.

"**Risk Weighted Assets**" means, as at any date, the aggregate amount, expressed in pounds sterling, of the risk weighted assets of the Issuer Group as at such date, as calculated by the Issuer on a consolidated basis, in accordance with the then prevailing Regulatory Capital Requirements.

"**Scheme of Arrangement**" has the meaning given to it in the definition of Newco Scheme.

"**Screen Page**" has the meaning given to it in Condition 5.4(b)(viii). Securities has the meaning given to it in the preamble to these Conditions. Securityholder has the meaning given to it in Condition 1.2.

"**Senior Creditors**" means creditors of the Issuer: (a) who are unsubordinated creditors of the Issuer; (b) whose claims are, or are expressed to be, subordinated (whether only in the event of a Winding-Up or otherwise) to the claims of unsubordinated creditors of the Issuer but not further or otherwise; or (c) whose claims are, or are expressed to be, junior to the claims of other creditors of the Issuer, whether subordinated or unsubordinated, other than those whose claims rank, or are expressed to rank, *pari passu* with, or junior to, the claims of the Securityholders in a Winding-Up occurring prior to the Trigger Event (and, for the avoidance of doubt, Senior Creditors shall include holders of Tier 2 Capital instruments).

"**Settlement Date**" means:

- (a) with respect to any Security in relation to which a Conversion Notice is received by the Settlement Shares Depositary or its designated agent on or before the

Notice Cut-off Date where the Issuer has not elected that the Settlement Shares Depository will carry out a Conversion Shares Offer, the date that is two London business days after the latest of (a) the Conversion Date, (b) the date on which the Issuer announces that it will not elect for the Settlement Shares Depository to carry out a Conversion Shares Offer (or, if no such announcement is made, the last date on which the Issuer is entitled to give the Conversion Shares Offer Election Notice) and (c) the date on which the relevant Conversion Notice has been received by the Settlement Shares Depository or its designated agent;

- (b) with respect to any Security in relation to which a Conversion Notice is received by the Settlement Shares Depository or its designated agent on or before the Notice Cut-off Date where the Issuer has elected that the Settlement Shares Depository will carry out a Conversion Shares Offer, the date that is two London business days after the latest of (a) the date on which the Conversion Shares Offer Period expires or is terminated and (b) the date on which the Conversion Notice has been received by the Settlement Shares Depository or its designated agent; and
- (c) with respect to any Security in relation to which a Conversion Notice is not so received by the Settlement Shares Depository or its designated agent on or before the Notice Cut-off Date, the date on which the Settlement Shares Depository delivers the relevant Ordinary Shares or the relevant Alternative Consideration, as applicable, to the relevant Securityholder.

**"Settlement Shares Depository"** means a reputable financial institution, trust company or similar entity (which in each such case is wholly independent of the Issuer) to be appointed by the Issuer on or prior to any date when a function given to the Settlement Shares Depository in these Conditions is required to be performed, to perform such functions and that will hold the Ordinary Shares (and any Alternative Consideration) on behalf of the Securityholders in one or more segregated accounts, unless otherwise required to be transferred out of such accounts for the purposes of the Conversion Shares Offer, and otherwise on terms consistent with these Conditions provided that the Settlement Shares Depository will not act as a person issuing depository receipts for the purposes of Section 93 of the Finance Act 1986.

**"Shareholders"** means the holders of Ordinary Shares.

**"Solvency Condition"** has the meaning given to it in Condition 3.2.

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

**"Supervisory Authority"** means the United Kingdom Prudential Regulation Authority and any successor or replacement thereto or such other authority having primary responsibility for the prudential oversight and supervision of the Issuer and/or the Issuer Group.

**"Tax Event"** has the meaning given to it in Condition 7.4.

**"Taxes"** has the meaning given to it in Condition 9.1.

**"Tier 1 Capital"** has the meaning given to it (or any successor term) from time to time in the Regulatory Capital Requirements.

**"Tier 2 Capital"** has the meaning given to it (or any successor term) from time to time in the Regulatory Capital Requirements.

**"Trading Day"** means any day (other than a Saturday or a Sunday) on which the primary stock exchange on which the Ordinary Shares are listed is open for business and the Ordinary Shares may be traded.

**"Trigger Event"** means, at any time, the Common Equity Tier 1 Capital Ratio of the Issuer Group falls below 7.00 per cent.

**"Trustee"** means Citicorp Trustee Company Limited or such other trustee appointed by the Issuer from time to time in respect of the Securities in accordance with the Conditions.

**"Trust Deed"** has the meaning given to it in the preamble to these Conditions.

**"VWAP"** in relation to an Ordinary Share on any Trading Day means the order book volume weighted average price of such Ordinary Share on such Trading Day (rounded to the nearest second decimal place) published by or derived from the relevant Bloomberg page or, if there is no such relevant page, such other source as shall be determined by an Independent Adviser to be appropriate on such Trading Day, provided that if on any such Trading Day such price is not available or cannot otherwise be determined as provided above, the VWAP of an Ordinary Share in respect of such Trading Day shall be the VWAP, determined as provided above, on the immediately preceding Trading Day on which the same can be so determined.

**"Winding-Up"** means:

- (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 reorganisation, reconstruction or amalgamation have previously been approved in writing by the Trustee or an Extraordinary Resolution and do not provide that the Securities thereby become redeemable or repayable in accordance with these Conditions);
- (b) following the appointment of an administrator of the Issuer, an 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 paragraph (a) or (b) of this definition is commenced in respect of the Issuer, including any bank insolvency procedure or bank administration procedure pursuant to the Banking Act 2009.