

BASE PROSPECTUS

ALDBURG S.A.

(a public company (société anonyme) incorporated and organised as a securitisation company under the laws of Luxembourg)

Asset-Based Notes, Certificates and Warrants Programme

Aldburg S.A. (the “**Issuer**” or where the Issuer is acting in a fiduciary capacity pursuant to the Fiduciary Law (as defined below) the “**Fiduciary**”) is a public limited liability company (*société anonyme*) under the law concerning commercial companies of 10 August 1915 (*Loi du 10 août 1915 concernant les sociétés commerciales*), as amended (the “**Companies Law 1915**”), organised as a securitisation company (*société de titrisation*) within the meaning of the law relating to securitisation of 22 March 2004 (*Loi du 22 mars 2004 relative à la titrisation*), as amended (the “**Securitisation Law**”), registered in the Luxembourg Register of Commerce and Companies under number B209441.

The Issuer may act as Fiduciary (*fiduciaire*) under the Luxembourg law dated 27 July 2003 relating to trust and fiduciary contracts, as amended (the “**Fiduciary Law**”) in order to issue, on a fiduciary basis, in its own name but at the sole risk and for the exclusive benefit of one or more investors, fiduciary instruments in accordance with the Fiduciary Law.

To the extent that that information in this Base Prospectus may apply to the Issuer and/or the Fiduciary interchangeably, reference to the “Issuer” shall be understood to include reference to the “Fiduciary” with respect to the Relevant Instruments (as defined below) which may be issued by the Issuer in its Fiduciary or in its non-Fiduciary capacity.

The Issuer in each of its Fiduciary and non-Fiduciary capacity accepts full responsibility for the accuracy of the information contained in this Base Prospectus to the extent that that information relates to the Issuer and/or the Fiduciary and the relevant Fiduciary Contract (as defined below), the Issuer confirms, having made reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement within this Base Prospectus misleading. This document has not been approved as a base prospectus for the purposes of the Luxembourg Law dated 10 July 2005 relating to prospectuses for securities, as amended (the “Prospectus Law 2005”).

This Base Prospectus supersedes and replaces the prospectus dated 10 November 2017 (the “**Original Base Prospectus**”) prepared in connection with the EUR 5,000,000,000 Asset-Based Term Note Programme (the “**Original Programme**”). This Programme (as defined below) supersedes and replaces the Original Programme and any Relevant Instruments issued on or after the date of this Programme are issued subject to the provisions described herein. This does not affect any instruments already in issue in connection with the Original Base Prospectus and the Original Programme.

Under the Asset-Based Notes, Certificates and Warrants Programme (the “**Programme**”) described in this Base Prospectus (the “**Base Prospectus**”), the Issuer in each of its non-Fiduciary and Fiduciary capacity, subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the “**Notes**” and the “**Fiduciary Notes**” respectively and the Notes and Fiduciary Notes are together, the “**Relevant Notes**”), certificates (the “**Certificates**” and the “**Fiduciary Certificates**” respectively and the Certificates and Fiduciary Certificates are together, the “**Relevant Certificates**”) and warrants (the “**Warrants**” and the “**Fiduciary Warrants**” and the Warrants and Fiduciary Warrants are together, the “**Relevant Warrants**”). The Certificates and Warrants are together, the “**Securities**”, the Fiduciary Certificates and Fiduciary Warrants are together, the “**Fiduciary Securities**” and the Securities and the Fiduciary Securities are together, the “**Relevant Securities**”). The Notes and Securities and the Fiduciary Notes and Fiduciary Securities are together, the “**Instruments**” and the “**Fiduciary Instruments**” respectively, and the Instruments and the Fiduciary Instruments are together, the “**Relevant Instruments**”). In conjunction therewith the Issuer and/or the Fiduciary (as the case may be) may from time to time buy, sell or enter into options, swaps or repurchase agreements, substantially on the terms set out herein, as supplemented in respect of each issue by Issue Terms supplementary hereto (each “**Issue Terms**”).

With respect to the Issuer in its non-Fiduciary capacity, each issuance of Notes will be issued under the “Terms and Conditions of the Notes” on pages 53 to 109 (the “**Terms and Conditions of the Notes**” or the “**Note Conditions**”) and each issuance of Securities will be issued under the “Terms and Conditions of the Certificates and Warrants” on pages 161 to 221 (the “**Terms and Conditions of the Certificates and Warrants**” or the “**Security Conditions**” together with the Terms and Conditions of the Notes are the “**Conditions**”) and under any applicable Additional Terms and Conditions from pages 398 to 432 and on such additional terms as will be set out in the relevant issue terms (“**Issue Terms**”).

With respect to the Issuer in its Fiduciary capacity, the Fiduciary Instruments are issued on a fiduciary basis in the Fiduciary’s own name but at the sole risk and for the exclusive benefit of the holders of the Fiduciary Instrument pursuant to the Fiduciary Law. Each issuance of Fiduciary Notes will be issued under the “Terms and Conditions of the Fiduciary Notes” on pages 110 to 160 (the “**Terms and Conditions of the Fiduciary Notes**” or the “**Fiduciary Note Conditions**”).

and each issuance of Fiduciary Securities will be issued under the "Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants" on pages 222 to 278 (the "**Terms and Conditions of the Fiduciary Certificates and Warrants**" or the "**Fiduciary Security Conditions**" together with the Terms and Conditions of the Fiduciary Notes are the "**Fiduciary Conditions**") and under any applicable Additional Terms and Conditions from pages 398 to 432 and on such additional terms as will be set out in the relevant issue terms ("**Issue Terms**"). The Fiduciary Conditions together with the Conditions shall be the "**Relevant Conditions**".

In connection with the Additional Terms and Conditions, the Issuer may issue Relevant Instruments of any kind, including but not limited to Relevant Instruments relating to a specified index or a basket of indices ("**Index Linked Relevant Notes**", "**Index Linked Relevant Certificates**", "**Index Linked Relevant Warrants**" and together, the "**Index Linked Relevant Instruments**"), a specified share or a basket of shares, ("**Equity Linked Relevant Notes**", "**Equity Linked Relevant Certificates**", "**Equity Linked Relevant Warrants**" and together, the "**Equity Linked Relevant Instruments**"), and a specified fund or basket of funds ("**Fund Linked Relevant Notes**", "**Fund Linked Relevant Certificates**", "**Fund Linked Relevant Warrants**" and together, the "**Fund Linked Relevant Instruments**") or any combination of the foregoing.

The holders of Relevant Notes, Relevant Certificates, Relevant Warrants, Relevant Securities and Relevant Instruments shall be respectively be, the "**Noteholders**", the "**Certificateholders**", the "**Warranholders**", the "**Securityholders**" and/or the "**Instrumentholders**", as the case may be.

The Issuer in its non-Fiduciary capacity only may issue secured Instruments ("**Secured Instruments**"); the Issuer in each of its Fiduciary and non-Fiduciary capacities may issue unsecured Relevant Instruments ("**Unsecured Instruments**").

Relevant Instruments will be issued in one or more separate Series (each a "**Series**") each relating to a separate compartment created by the board of directors of the Issuer (each a "**Compartment**"). A Compartment is a separate part of the Issuer's assets and liabilities or with respect to the Fiduciary, each Fiduciary Estate (as defined below). The Fiduciary shall create a separate fiduciary estate (*patrimoine fiduciaire*) (each a "**Fiduciary Estate**") in connection with each series of Fiduciary Instruments issued by it and each Compartment corresponds to a separate part of the Fiduciary relating to an issue by the Fiduciary under the Fiduciary Estate. The Fiduciary may appoint one or more fiduciary representatives as described in articles 67 to 84 of the Securitisation Law.

The Compartment Assets (as defined below) or the Fiduciary Assets (as defined below), as the case may be, are exclusively available to satisfy the rights of the holders of the relevant Series of Relevant Instruments and the rights of the creditors whose claims have arisen as a result of the creation, the operation or the liquidation of the Compartment or Fiduciary Estate, as the case may be, as contemplated by the articles of incorporation of the Issuer, as amended from time to time (the "**Articles**"). Details relating to the Compartment Assets or the Fiduciary Estate, as the case may be, will be set out in the relevant Issue Terms. The Compartment Assets or Fiduciary Estate, as the case may be, in respect of a Series may include certain notes, bonds, shares, interests in partnership(s), securities providing the holder thereof with similar rights to those of a shareholder or a partner, gilts, cash deposits denominated in any currency, futures, options, swaps, commodity futures, commodity options, invoices, receivables, leases and loan and lease portfolios, bills of exchange, acceptance credits and all other documents of title relating to the movement of goods, commercial paper, promissory notes and any other negotiable or transferable instruments and any other financial obligations assigned to or acquired by the Issuer or any other agreed assets (with regard to the Issuer in its non-Fiduciary capacity only, the "**Secured Collateral**" in respect of Secured Instruments or with regard to the Issuer in both its Fiduciary and non-Fiduciary capacities, "**Unsecured Collateral**" in respect of Unsecured Instruments) owned or entered into by the Issuer and may also include the Issuer's rights under an option agreement (an "**Option Agreement**"), an interest rate and/or currency and/or other exchange agreement and/or other derivative or hedging agreement (the "**Swap Agreement**"), or a repurchase agreement (the "**Repurchase Agreement**") and/or a credit support document (the "**Credit Support Document**" and, together with the Swap Agreement, the Option Agreement and/or the Repurchase Agreement are (in the case of the Issuer in its non-Fiduciary Capacity) the "**Related Agreements**" or (in the case of the Issuer in its Fiduciary capacity the "**Fiduciary Asset Agreements**"), together with such additional assets, if any, as may be described in the relevant Issue Terms (together the "**Compartment Assets**" or the "**Fiduciary Assets**", as the case may be). If the Secured Collateral or Unsecured Collateral as applicable consists of shares, interests in partnership(s) or securities providing the holder thereof with similar rights to those of a shareholder or a partner, (i) the Issuer must finance the acquisition of the shares or interests in partnerships by way of an issue of Relevant Instruments the yield of which must depend on the payments received by the Issuer under the shares or interests in partnership(s), (ii) the Issuer must not actively manage the shares or interests in partnership(s) (in the sense that there must be no regular substitution of the shares or interests in partnership(s)), (iii) the investment in shares or interests in partnership(s) must remain static and the Issuer must assume a passive role in respect of the investment in the shares or interests in partnership(s) (in the sense that the instructions concerning the exercise of the rights attaching to the shares or interests in partnership(s) should come from the investors in the Instruments or in the case of Secured Instruments (with regard to the Issuer in its non-Fiduciary capacity only) the Security Trustee (as defined below) or a third party) and (iv) the Issuer needs to comply with all other laws or regulations applying in connection with the acquisition of the shares or interests in partnership(s).

With respect to the Issuer in its non-Fiduciary capacity only, each Series of Secured Instruments, unless otherwise stated in the Issue Terms, (i) will be secured by a first fixed charge on and/or an assignment of and/or security interest in favour of the Security Trustee (as defined in the relevant Issue Deed (the "**Issue Deed**")) over or in respect of the relevant

Compartment Assets, (ii) will be secured by a first fixed charge in favour of the Security Trustee over the Issuer's rights to all funds held from time to time by the Agents (as defined herein) for payments due under the Secured Instruments of such Series and (iii) may be secured by an assignment in favour of the Security Trustee of the Issuer's rights under any Related Agreement, together with such additional security if any, as may be described in the relevant Issue Terms (together the "**Secured Property**"). Each Series of Unsecured Instruments will provide investors with the rights afforded to them under the Securitisation Law in respect of (i) rights in respect of the relevant Compartment Assets, (ii) the Issuer's rights to all funds held from time to time by the Agents (as defined herein) for payments due under Unsecured Instruments of such Series and (iii) rights under any Related Agreement as may be described in the relevant Issue Terms (together the "**Compartment Property**").

With respect to the Fiduciary, the Fiduciary Assets and where applicable, the Fiduciary Asset Agreements are exclusively available for the benefit of and at the sole risk of the holders of the relevant Series of Fiduciary Instruments and to satisfy the rights of such holders. Claims against the Fiduciary by holders of a particular Series of Fiduciary Instruments and, if applicable, the Swap Counterparty, will be limited to the Fiduciary Assets including the Fiduciary Asset Agreements with respect to that Fiduciary Series. Pursuant to the Fiduciary Law, the Fiduciary Assets are segregated from all other assets of the Fiduciary (including from all other fiduciary assets the Fiduciary may hold pursuant to fiduciary contracts with third parties) and are not available to meet the claims of creditors of the Fiduciary other than creditors (including holders of Fiduciary Instruments) whose rights derive from the Fiduciary Assets. In a liquidation of the Fiduciary, the Fiduciary Assets are, in principle, not part of the estate of the Fiduciary. They may be attached only by persons whose rights exist as a result of the creation and existence of the Fiduciary Assets.

The respective rankings for priority of the interests of the holders of the Relevant Instrument of a Series and of a swap counterparty to the relevant Swap Agreement (the "**Swap Counterparty**") and of the option counterparty to the relevant Option Agreement (the "**Option Counterparty**") and each other party entitled to the benefit of such Compartment Assets or Fiduciary Assets (as the case may be) and, if applicable, the security interests described above (each a "**Series Party**") in the proceeds of such Compartment Assets or Fiduciary Assets, as the case may be, shall be specified in the relevant Issue Terms. The obligations of the Issuer under a Swap Agreement to a Swap Counterparty may also be secured by certain assets comprised in the Compartment Assets or Fiduciary Assets (as the case may be). **Claims against the Issuer by holders of the Relevant Instrument of a particular Series and, if applicable, each Swap Counterparty, each Option Counterparty and each Series Party will be limited to the Compartment Assets or Fiduciary Assets (as the case may be) applicable to that Series. If the net proceeds of the enforcement or liquidation of the Compartment Assets or Fiduciary Assets (as the case may be) for any Series are not sufficient to make all payments due in respect of the Relevant Instrument of that Series and, if applicable, due to each Swap Counterparty, each Option Counterparty and each Series Party, no other assets of the Issuer will be available to meet such shortfall and the claims of holders of the Relevant Instrument and, if applicable, any such Swap Counterparty, Option Counterparty or Series Party in respect of any such shortfall shall be extinguished and no such party will be able to petition for the winding-up, the liquidation or the bankruptcy of the Issuer, or any similar proceedings, as a consequence of any such shortfall.** The Issuer may from time to time issue further Relevant Instruments on the same terms as existing Relevant Instruments and such further Relevant Instruments shall be consolidated and form a single series with such existing Relevant Instruments; provided that, unless otherwise approved by Extraordinary Resolution of Instrumentholders of the relevant Series, the Issuer provides additional assets for such further Relevant Instruments and such existing Relevant Instruments.

The Issuer shall not be liable for or otherwise obliged to pay (a) any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Relevant Instrument or (b) any tax, duty, withholding or other payment which arises in respect of any payment due to the Issuer under any Secured Property or Compartment Property (as applicable) or Fiduciary Assets (as the case may be) and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

Instrumentholders, by subscribing to the Relevant Instrument, expressly accept, and shall be deemed to be bound by, the provisions of the Securitisation Law and in particular, the provisions on limited recourse, non-petition, subordination and priority of payments.

Application may be made to the Luxembourg Stock Exchange in its capacity as competent authority (the "**Competent Authority**") under the Prospectus Law 2005 for the approval of this Base Prospectus and application may be made to the Luxembourg Stock Exchange for the Relevant Instrument issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and listed on the Official List of the Luxembourg Stock Exchange. Application may also be made to the Frankfurt Stock Exchange and to the Vienna Stock Exchange for the Relevant Instrument issued under the Programme during the period of 12 months from the date of this Base Prospectus to be listed and admitted to trading on the Frankfurt Stock Exchange's Open Market (*Freiverkehr*) and to be listed and admitted to trading on the Vienna Stock Exchange's Third Market respectively. Each of the Euro MTF market, the Open Market and the Third Market are multilateral trading facilities which are not regulated markets pursuant to the provisions of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("**MiFID II**").

The Programme provides that Relevant Instruments may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the Arranger(s). Unlisted Relevant Instruments may also be issued pursuant to the Programme. The relevant Issue Terms in respect of a Series will specify whether or not such Relevant Instruments will be listed on the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange and admitted to trading on the Euro MTF market, the Open Market and/or the Third Market or any other stock exchange. The aggregate principal amount of, interest (if any) payable in respect of, the issue price of, the issue date of and maturity date (if any) of, the Compartment Assets or Fiduciary Assets (as the case may be), and any other terms and conditions not contained herein or in the Articles which are applicable to each Series of Relevant Instruments will be set forth in the relevant Issue Terms which, with respect to Relevant Instruments to be listed, will be delivered to the relevant stock exchange on or before the issue date of the Relevant Instrument. Forms of Issue Terms for Relevant Instruments are attached as Annexes 1, 2, 3 and 4 to this Base Prospectus. Each form of Issue Terms will be adapted as necessary to include the information required for the issue of a specific Series of Relevant Instruments and may be varied in order to comply with applicable laws and market practice in the jurisdiction in which the Relevant Instrument are offered.

References in this Base Prospectus to Instruments being **listed** (and all related references) shall mean that such Relevant Instruments have been admitted to trading on the Euro MTF market and listed on the Official List of the Luxembourg Stock Exchange; have been listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange; and/or have been listed and admitted to trading on the Third Market of the Vienna Stock Exchange. It should be noted that admission to trading on each of the Euro MTF market of the Luxembourg Stock Exchange, the Open Market of the Frankfurt Stock Exchange and/or the Third Market of the Vienna Stock Exchange is not a listing for the purposes of Directive 2003/71/EC, as amended or superseded (the "**Prospectus Directive**").

Relevant Instruments to be issued in bearer form ("**Relevant Bearer Instruments**" comprising a "**Bearer Series**") will initially be represented by interests in a temporary global Relevant Note, Relevant Certificate or Relevant Warrant or by a permanent global Relevant Note, Relevant Certificate or Relevant Warrant, in either case in bearer form (each a "**Relevant Temporary Global Note**", a "**Relevant Temporary Global Security**" and "**Relevant Permanent Global Note**", a "**Relevant Permanent Global Security**", respectively), in each case without interest coupons, which may be deposited with a common depository on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, S.A. (**Clearstream, Luxembourg**), or such other clearing system as may be specified in the relevant Issue Terms, on the relevant issue date. The provisions governing the exchange of interests in Relevant Bearer Instruments in global form for definitive form ("**Relevant Definitive Instruments**") are described in "Summary of Provisions Relating to Relevant Instruments While in Global Form". Relevant Instruments to be issued in registered form ("**Relevant Registered Instruments**" comprising a "**Registered Series**") and which are sold in an "offshore transaction" within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended (the **Securities Act**), will be represented by interests in a permanent global Relevant Note, Relevant Certificate or Relevant Warrant (each a "**Relevant Global Registered Note**", a "**Relevant Global Registered Security**", respectively), in each case without interest coupons, which will be registered in the name of a nominee for, and shall be deposited on its issue date with a common depository on behalf of, Euroclear and Clearstream, Luxembourg.

EEA RETAIL INVESTORS

The relevant Issue Terms shall include a legend entitled "Prohibition of Sales to EEA Retail Investors", as the Relevant Instrument are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the Prospectus Directive). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Relevant Instrument or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Relevant Instrument or otherwise making them available to any retail investor in the EEA is unlawful under the PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

The relevant Issue Terms in respect of any Relevant Instruments will include a legend entitled "**MiFID II Product Governance**" which will outline the target market assessment in respect of the Relevant Instrument and which channels for distribution of the Relevant Instrument are appropriate. Any person subsequently offering, selling or recommending the Relevant Instrument (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Relevant Instrument (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Relevant Instruments is a manufacturer in respect of such Relevant Instruments, but otherwise neither the Arranger

nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

THE RELEVANT INSTRUMENT WILL BE OBLIGATIONS SOLELY OF THE ISSUER AND WILL NOT BE GUARANTEED BY, OR BE THE RESPONSIBILITY OF, ANY OTHER ENTITY.

ARRANGER

Cirdan Capital Management Ltd.

Investing in the Relevant Instrument involves a high degree of risk. The attention of potential investors is drawn to the sections headed “Investor Suitability” on page 10 and “Risk Factors” on pages 26 to 50 of this Base Prospectus.

The date of this Base Prospectus is 14 June 2019.

*The Issuer in its Fiduciary capacity accepts responsibility for the information contained in this Base Prospectus to the extent that that information relates to the Fiduciary and the relevant Fiduciary Contract (a "**Responsible Person**") and the Issuer in its non-Fiduciary capacity accepts responsibility for the information contained in this Base Prospectus to the extent that such information relates only to the Issuer in its non-Fiduciary capacity (a "**Responsible Person**"). To the best of the knowledge and belief of each Responsible Person (which has taken all reasonable care to ensure that this is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The delivery of this Base Prospectus at any time does not imply any information contained herein is correct at any time subsequent to the date hereof.*

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus and/or in the relevant Issue Terms in connection with the issue or sale of the Relevant Instrument and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Fiduciary or the Arranger (as defined in "Overview").

This Base Prospectus may only be used for the purposes for which it has been published.

This Base Prospectus is to be read in conjunction with all the documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference").

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Arranger to subscribe for, or purchase, any Relevant Instruments.

*The distribution of this Base Prospectus and the offering or sale of the Relevant Instrument in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer and the Arranger to inform themselves about and to observe any such restriction. The Relevant Instrument have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may include Instruments in bearer form that are subject to U.S. tax law requirements. The Issuer has not registered and will not register under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Consequently, the Relevant Instrument (a) may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U. S. persons (as such term is defined in Regulation S under the Securities Act) or U.S. persons (as defined in the final risk retention rules promulgated under Section 15G of the United States Securities Exchange Act of 1934, as amended (the "Securities Exchange Act")), and (b) may be offered, sold or otherwise transferred at any time only to transferees that are Non-United States Persons (as defined by the U.S. Commodity Futures Trading Commission (the "**CFTC**")). For a description of certain restrictions on offers and sales of Relevant Instruments and on distribution of this Base Prospectus, see "Subscription and Sale and Transfer Restrictions".*

The Issuer has been established as a special purpose vehicle for the purpose of issuing asset backed securities having adopted the form of a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg. The Issuer's activities are subject to the Securitisation Law and with respect to the Fiduciary, the Fiduciary Law. The Issuer is an unregulated entity within the meaning of the Securitisation Law. Copies of the Articles as at the date of this document have been lodged with the Luxembourg trade and companies register (Registre de commerce et des sociétés, Luxembourg) and the Issuer is registered with the Luxembourg Register of Commerce and Companies under number B209441.

This Base Prospectus does not constitute an offer or an invitation to subscribe for or purchase any Relevant Instruments and should not be considered as a recommendation by the Issuer, the Arranger or the Security Trustee or any of them that any recipient of this Base Prospectus should subscribe for or purchase any Relevant Instruments. Each recipient of this Base Prospectus shall

be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Neither the Arranger nor the Security Trustee has separately verified the information contained herein and accordingly neither the Arranger nor the Security Trustee makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied in connection with the Relevant Instrument or their distribution and none of them accepts any responsibility or liability therefor. Neither the Arranger nor the Security Trustee undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Relevant Instrument of any information coming to the attention of either the Arranger or the Security Trustee.

Subject as provided in the applicable Issue Terms, the only persons authorised to use this Base Prospectus in connection with an offer of Relevant Instruments is the Arranger and the relevant Purchaser in relation to the Relevant Instrument.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “dollars”, “U.S. dollars”, “U.S.D” and “U.S. \$” are to United States dollars and references to “euro”, “EUR” or “€” are to the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community as amended.

In connection with the issue of any Series of Relevant Instruments, the party (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Issue Terms may over-allot Instruments or effect transactions with a view to supporting the market price of the Relevant Instrument at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Relevant Instruments is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 (thirty) calendar days after the issue date of the relevant Series of Relevant Instruments and 60 (sixty) calendar days after the date of the allotment of the relevant Series of Relevant Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

TABLE OF CONTENTS

Section	Page
Investor Suitability	10
Overview	11
Risk Factors	26
Documents Incorporated by Reference	51
General Description of The Programme	52
Terms and Conditions of The Notes	53
Terms and Conditions of The Fiduciary Notes	110
Terms and Conditions of The Certificates and Warrants.....	161
Terms and Conditions of The Fiduciary Certificates and Fiduciary Warrants	222
Summary of Provisions relating to Relevant Instruments while in Global Form.....	278
Use of Proceeds.....	285
Description of the Issuer	286
Fiduciary Contract	291
Taxation	293
Subscription and Sale and Transfer Restrictions	297
General Information.....	301
Annex	
1. Form of Issue Terms for Notes	303
2. Form of Issue Terms for Fiduciary Notes.....	327
3. Form of Issue Terms for Certificates and Warrants.....	349
4. Form of Issue Terms for Fiduciary Certificates and Fiduciary Warrants.....	375
5. Additional Terms and Conditions for Equity Linked Relevant Instruments	399
6. Additional Terms and Conditions for Index Linked Relevant Instruments.....	412
7. Additional Terms and Conditions for Fund Linked Relevant Instruments	425

INVESTOR SUITABILITY

Prospective investors should determine whether an investment in the Issuer is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in any Relevant Instruments and to arrive at their own evaluation of the investment.

Prospective investors must also refer to the information in this Base Prospectus and the relevant Issue Terms (the “**Issue Terms**”) which set out the specific terms of the relevant Series of Relevant Instruments, and any supplement to this Base Prospectus. The forms of Issue Terms for Relevant Instruments are set out as Annexes 1 and 3 (with respect to the Issuer in its non-Fiduciary capacity) and Annexes 2 and 4 (with respect to the Issuer in its Fiduciary capacity) to this Base Prospectus and will be adapted as necessary for the issue of a specific Series of Relevant Instruments.

Attention is drawn, in particular, to “Risk Factors” below.

Investment in the Relevant Instrument is only suitable for investors who:

- (a) have the requisite knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Base Prospectus and the relevant Issue Terms and the merits and risks of an investment in the Issuer in the context of such investors’ financial position and circumstances;
- (b) are capable of bearing the economic risk of an investment in the Issuer for an indefinite period of time;
- (c) are acquiring the Relevant Instrument for their own account (as principal and not as agent) for investment, not with a view to resale, distribution or other disposition of the Relevant Instrument (subject to any applicable law requiring that the disposition of the investor’s property be within its control);
- (d) recognise that it may not be possible to make any transfer of the Relevant Instrument for a substantial period of time, if at all; and
- (e) are banks, investment banks, pension funds, insurance companies, securities firms, investment institutions, central governments, large international or supranational organisations or other entities, including *inter alia* treasuries and finance companies of large enterprises which are active on a regular and professional basis in the financial markets for their own account.

Investors’ attention is also drawn to the Luxembourg Taxation section of this Base Prospectus.

The tax consequences for each investor in the Relevant Instrument can be different and therefore investors are advised to consult with their tax advisers as to their specific consequences.

BY SUBSCRIBING TO THE RELEVANT INSTRUMENT, EACH HOLDER OF RELEVANT INSTRUMENTS SHALL BE DEEMED TO BE FULLY AWARE OF, ADHERE TO AND BE BOUND BY, THE ISSUE TERMS AND THE RELEVANT CONDITIONS AND THE PROVISIONS OF THE SECURITISATION LAW AND (WITH RESPECT TO THE FIDUCIARY INSTRUMENTS) THE LAW, AND, IN PARTICULAR, THE PROVISIONS ON LIMITED RECOURSE, NON-PETITION, SUBORDINATION AND PRIORITY OF PAYMENTS.

OVERVIEW

The following overview is qualified in its entirety by the remainder of the Base Prospectus and, in relation to each Series, the Issue Terms relating to such Series. Words and expressions defined or used in the Conditions in the Fiduciary Conditions or in the relevant Issue Terms shall have the same meaning herein.

This overview must be read as an introduction to the Base Prospectus and any decision to invest in any Relevant Instruments should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference. Where a claim relating to information contained in the Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Part I – The Relevant Instrument

Issuer: Aldburg S.A. (a public limited liability company (*société anonyme*) whose activities are subject to the Securitisation Law) and where the Issuer is the Fiduciary, including the Fiduciary Law.

The registered office of the Issuer is at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg. The share capital of the Issuer is EUR 31,000 divided into 1,000 fully paid shares in registered form with a nominal value of EUR 31.00 each. The sole shareholder of the Issuer is Stichting Apolleon, a foundation (*stichting*) under the laws of the Netherlands specifically set up for the purpose of holding the Issuer's shares. Stichting Apolleon can only make distributions for charitable purposes or otherwise of a benevolent or social nature and is prohibited from making any distributions to its directors.

For the avoidance of doubt, to the extent that that information in this Base Prospectus may apply to the Issuer and/or the Fiduciary interchangeably, reference to the "Issuer" shall be understood to include reference to the "Fiduciary" with respect to the Relevant Instruments which may be issued by the Issuer in its Fiduciary or in its non-Fiduciary capacity.

Legal Entity Identifier: In respect of the Issuer in its non-Fiduciary capacity is 549300IBN3X5IQW75D35.

In respect of the Issuer in its Fiduciary capacity shall be as specified in the Issue Terms for the applicable Series.

Description: Asset-Based Notes, Certificates and Warrants Programme.

Instruments: Relevant Notes, Relevant Certificates and Relevant Warrants issued by the Issuer pursuant to (In respect of the Issuer in its non-Fiduciary capacity) the "Terms and Conditions of the Notes" or the "Terms and Conditions of the Certificates and Warrants" or (In respect of the Issuer in its Fiduciary capacity) the "Terms and Conditions of the Fiduciary Notes" or the "Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants" each as set out herein and as completed by the relevant Issue Terms.

Arranger:	Cirdan Capital Management Ltd or as otherwise specified in the relevant Issue Terms.
Purchaser:	As specified in the relevant Issue Terms.
Compartments:	A separate compartment will be created by the board of directors of the Issuer in respect of each Series of Relevant Instruments (each a “ Compartment ”). A Compartment is a separate part of the Issuer’s assets and liabilities. The Compartment Assets are exclusively available to satisfy the rights of the holders of the relevant Series of Relevant Instruments and the rights of the creditors whose claims have arisen as a result of the creation, the operation or the liquidation of the Compartment, as contemplated by the Articles of the Issuer.
Compartment Assets:	With respect to the Issuer in its non-Fiduciary capacity, details relating to the Compartment Assets will be set out in the relevant Issue Terms. The Compartment Assets in respect of any Series may include the Issuer’s rights under any Related Agreements. The Compartment Assets in respect of a Series of Secured Instruments will include any Secured Collateral. The Compartment Assets in respect of a Series of Unsecured Instruments will include any Unsecured Collateral. Compartment Assets of Secured Instruments are referred to as Secured Property. Compartment Assets of Unsecured Relevant Instruments are referred to as Compartment Property. The Compartment Assets in respect of a Series of Instruments will be expected to have characteristics that demonstrate a capacity to produce funds to service the Issuer’s payment obligations in respect of that Series of Instruments.
Fiduciary Estate:	The Fiduciary shall create a separate Fiduciary Estate in connection with each series of Fiduciary Instruments issued by it and each Compartment corresponds to a separate part of the Fiduciary relating to an issue by the Fiduciary under the Fiduciary Estate. Details relating to the Fiduciary Estate will be set out in the relevant Issue Terms.
Fiduciary Assets:	Details relating to the Fiduciary Assets will be set out in the relevant Issue Terms. In relation to each Series of Fiduciary Instruments, the Fiduciary acquires the Fiduciary Assets. The Fiduciary Assets will include any Unsecured Collateral and any Fiduciary Asset Agreements entered into by the Fiduciary including any Fiduciary Asset Agreements. The Fiduciary Assets in respect of a Series of Relevant Instruments will be expected to have characteristics that demonstrate a capacity to produce funds to service the Fiduciary’s payment obligations in respect of that Series of Fiduciary Instruments.
Security:	With respect to the Issuer in its non-Fiduciary capacity, each Series of Secured Instruments will be secured in the manner set out in the Terms and Conditions of the Notes or Terms and Conditions of Certificates and Warrants, as applicable, including (unless otherwise stated in the relevant Issue Terms a first fixed charge and/or assignment of and/or security interest over or in respect of certain Secured Collateral (as specified in the relevant Issue Terms) and a first fixed charge over the Issuer’s interest in funds held by the Agents under the Agency Agreement (as so defined) to

meet payments due in respect of the Secured Instruments of that Series. Each Series may also be secured by an assignment of the Issuer's rights under any Related Agreements, together with such additional security as may be described in the relevant Issue Terms.

The obligations of the Issuer in relation to the Secured Instruments of the relevant Series and of all other Series of Secured Instruments the Security Trustee of which is the same (together with the Secured Instruments of the relevant Series, each a "**Related Security Trustee Series**") will be secured in accordance with article 61 (3) of the Securitisation Law, by a floating charge in favour of such Security Trustee over the whole of the Issuer's undertaking and assets to the extent that (i) such undertaking and assets are not subject to any other security created by the Issuer in relation to any Related Security Trustee Series or any security created by or pursuant to any other issue of securities by the Issuer, and (ii) such undertaking and assets (other than the share capital of the Issuer) are not allocated to a compartment (within the meaning of the Securitisation Law) which has been set up by the Issuer in connection with a Series or any other issue of securities by the Issuer. The principal purpose of the aforementioned security is to ensure that the Security Trustee has security over substantially the whole of the assets of the Issuer, so allowing the Security Trustee to appoint an administrative receiver (as defined in Section 29 of the Insolvency Act 1986) relying on the capital markets exception (in section 72B of the Insolvency Act 1986) to the general prohibition on appointing administrative receivers. The Security Trustee is only entitled to enforce such floating security in the event of the insolvency of the Issuer and it should be noted that, even if such floating security becomes enforceable, the amount due to the Secured Instrumentholders of each Series and any relevant Swap Counterparty will nevertheless be limited to the net proceeds of realisation of the Compartment Assets for such Series and subject to application of such net proceeds in the order of priority specified and to the limited recourse provisions of the Secured Instruments and will not, therefore, be increased as a result of such enforcement.

Holders of issues of Unsecured Instruments should note that the floating charge is taken for the reasons described above in relation to Secured Instruments and not for the benefit of Series Parties in relation to any issues of Unsecured Instruments.

Secured Parties:

With respect to the Issuer in its non-Fiduciary capacity, only the parties specifically identified as Secured Parties in the relevant Issue Deed will be entitled to share in the proceeds of the Compartment Assets and will be entitled to the benefit of any security as specified in the relevant Issue Terms.

Security Trustee:

With respect to the Issuer in its non-Fiduciary capacity, if applicable, Citicorp Trustee Company Limited, or as specified in the relevant Issue Terms.

Registrar:

If applicable, Citigroup Global Markets Europe AG, or as specified in the relevant Issue Terms.

Transfer Agent:	If applicable, Citibank N.A., London Branch, or as specified in the relevant Issue Terms.
Principal Paying Agent:	If applicable, Citibank N.A., London Branch, or as specified in the relevant Issue Terms.
Paying Agent:	If applicable, Citibank N.A., London Branch, or as specified in the relevant Issue Terms.
Calculation Agent:	The Programme Calculation Agent or as otherwise specified in the relevant Issue Terms.
Programme Calculation Agent:	Cirdan Capital Management Ltd, whose principal office is at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.
Custodian:	In respect of the Issuer in its non-Fiduciary capacity in relation to Secured Collateral, Citibank N.A., London Branch, or as specified in the relevant Issue Terms. If specified in the relevant Issue Terms, and in accordance with the Securitisation Law, one or more sub-custodians may be appointed in relation to the Secured Collateral.
Collateral Custodian:	In respect of the Issuer in both its non-Fiduciary and Fiduciary capacity in relation to Unsecured Collateral, the party specified in the relevant Issue Terms. If specified in the relevant Issue Terms, and in accordance with the Securitisation Law and/or the Fiduciary Law, as the case may be, one or more sub-custodians may be appointed in relation to the Unsecured Collateral.
Method of Issue:	The Relevant Instrument will be issued on a syndicated or non-syndicated basis and will be in series (each a “ Series ”). Where further fungible issues of a Series of Relevant Instruments are made, the Relevant Instrument of such Series will have one or more issue dates and be on terms otherwise identical (or identical other than in respect of the first payment of any interest) and will be intended to be interchangeable with all other Instruments of that Series. See also “Fungible Issues” below.
Issue Price:	Relevant Instruments may be issued at their principal amount or nominal amount, if any, or at a discount or premium to their principal amount or nominal amount, if any. Relevant Partly-Paid Notes may be issued, the issue price of which will be payable in two or more instalments. Relevant Variable Funding Notes may be issued under which the Issuer may draw down and repay principal amounts up to the maximum aggregate principal amount of such notes.
Form of Relevant Instruments:	The Relevant Instrument may be issued in bearer form (“ Relevant Bearer Instruments ” comprising a “ Bearer Series ”) which in the case of Relevant Notes, shall be “ Relevant Bearer Notes ”, in the case of Relevant Securities shall be “ Relevant Bearer Securities ”. The Relevant Instrument may also be issued in registered form (“ Relevant Registered Instruments ” comprising a “ Registered Series ”) which in the case of Relevant Notes, shall be “ Relevant Registered Notes ” and in the case of Relevant Certificates and Relevant Warrants shall be “ Relevant Registered Securities ”.

Each Series of Relevant Bearer Notes or Relevant Bearer Securities will initially be represented by a Relevant Temporary Global Note or Relevant Temporary Global Security if (i) definitive Relevant Notes or definitive Relevant Securities are to be made available to Noteholders or Securityholders respectively, following the expiry of 40 days after their issue date or (ii) such Relevant Notes or Relevant Securities have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “Overview – Selling and Transfer Restrictions”) and otherwise such Series will be represented by a Relevant Permanent Global Note or Relevant Permanent Global Security (as the case may be). Relevant Permanent Global Notes and Relevant Permanent Global Security will be exchangeable for Relevant Definitive Bearer Notes and Relevant Definitive Bearer Securities respectively in the limited circumstances set out therein. See “Summary of Provisions relating to Relevant Instruments while in Global Form”.

Relevant Instruments to be issued in registered form (“**Relevant Registered Instruments**” comprising a “**Registered Series**”) and which are sold in an “offshore transaction” within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), will be represented by interests in a permanent global registered note (each a “**Relevant Global Registered Notes**”) in the case of Relevant Notes or a permanent global registered security (each a “**Relevant Global Registered Security**”) in the case of Relevant Securities, in each case, without interest coupons, which will be deposited on its issue date with a common depository on behalf of, Euroclear and Clearstream, Luxembourg.

In relation to Relevant Instruments, references in the Base Prospectus to “**Instrumentholder**” mean the relevant bearer of any Bearer Notes or Bearer Fiduciary Notes, as applicable, and the Receipts relating to it or the bearer of any Bearer Securities or Bearer Fiduciary Securities, as applicable (as defined under “Terms and Conditions of the Notes” or the “Terms and Conditions of the Certificates and Warrants” or the “Terms and Conditions of the Fiduciary Notes” or the “Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants” as applicable) or the person in whose name a Relevant Registered Instrument is registered (as the case may be) and to “**holder**” (in relation to a Relevant Note, Receipt, Coupon or Talon, a Relevant Certificate or a Relevant Warrant,) (as each term is defined under “Terms and Conditions of the Notes” or the “Terms and Conditions of the Certificates and Warrants” or the “Terms and Conditions of the Fiduciary Notes” or the “Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants” as applicable) means the bearer of any Relevant Bearer Note, Receipt, Coupon or Talon relating to it or the bearer of any Relevant Bearer Security or the person in whose name a Relevant Registered Instrument is registered (as the case may be).

Related Agreements/Fiduciary Asset Agreements:

Any swap, option or repurchase entered into in connection with Relevant Instruments of any Series by the Issuer will be a limited recourse obligation of the Issuer and will be on the

terms set out in the relevant Issue Terms.

- Currencies:** Subject to compliance with all relevant laws, regulations and directives, Instruments may be issued in such currency or currencies as the Issuer and the Arranger agree.
- Maturities:** In relation to Relevant Notes, subject to compliance with all relevant laws, regulations and directives, any maturity between seven days and perpetuity.
- Denomination:** Relevant Notes will be in denominations of at least EUR 125,000 (one hundred twenty-five thousand euros) (or the equivalent amount in any other currency determined using the market exchange rate as at the Issue Date).
- Minimum Purchase Amount:** Investor must subscribe a number of Relevant Securities which are at least equal to the Minimum Purchase Amount specified in the applicable Issue Terms (which shall be at least EUR 125,000 (one hundred twenty-five thousand euros) (or the equivalent amount in any other currency determined using the market exchange rate as at the Issue Date)).
- Minimum Trading Amount:** In any single transaction, investor must trade in a number of Relevant Securities at least equal to the Minimum Trading Amount specified in the applicable Issue Terms (which shall be at least EUR 125,000 (one hundred twenty-five thousand euros) (or the equivalent amount in any other currency determined using the market exchange rate as at the Issue Date)).
- Interest bearing Notes:** Interest bearing Relevant Notes will bear interest payable in arrears on the date or dates in each year specified in the relevant Issue Terms.
- Interest Periods and Interest Rates:** The length of the interest periods for interest bearing Relevant Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Relevant Notes may have a maximum interest rate, a minimum interest rate, or both. All such information will be set out in the relevant Issue Terms.
- Option right/American Style Exercise Right/Bermudan Style Exercise Right:** In respect of Fund Linked Relevant Instruments only, if specified in the relevant Issue Terms, each Noteholder has the option to exchange its Relevant Note(s) for Fund Interests and each Certificateholder or Warranholder has an American option ("**American Style Exercise Right**") or a Bermudan option ("**Bermudan Style Exercise Right**") (as specified in the Issue Terms) to exercise its Relevant Security(ies) and receive Fund Interests. In respect of all other Relevant Instruments each Noteholder may have the option to exchange its Relevant Note(s) and receive a Redemption Amount and each Certificateholder or Warranholder may have the right to exercise its Relevant Security(ies) and receive a Cash Settlement Amount.

In the case of Fund Linked Relevant Securities, following an Asset Settlement Election by either the Issuer or the Instrumentholder (if such right is given to the Issuer and/or the Instrumentholder as specified in the relevant Issue Terms), if a Settlement Disruption Event occurs, the payment of a Disruption Cash Settlement Amount may take place *in lieu* of

delivery of Fund Interests.

Optional Redemption/Cancellation:

Unless otherwise specified in the relevant Issue Terms:

- (i) the Issuer may (on the instruction of the Programme Calculation Agent or any party specified in the Terms (the **“Regulatory Redemption/Cancellation Counterparty”**), upon such notice as specified in the relevant Issue Terms, redeem or cancel all, but not some only, of the Relevant Instrument then outstanding at the current market value of the Relevant Instrument, as determined by the Calculation Agent in its sole and absolute discretion, if due to an event or circumstance (which shall include, without limitation, an enactment of, or supplement or amendment to, or a change in law, regulation or policy (including for the avoidance of doubt, in respect of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Market Infrastructure Regulation or the E.U. Alternative Investment Fund Managers Directive) or the official interpretation or application of any such law, regulation or policy) there is a change or prospective change in the accounting, tax, legal or regulatory treatment applicable to the Issuer, the Programme Calculation Agent, the Relevant Instrument or any hedging transaction of the Issuer or the Programme Calculation Agent or any affiliate of the Programme Calculation Agent or the Regulatory Redemption/Cancellation Counterparty, in each case in respect of the Relevant Instrument, that would have an adverse effect on the Programme Calculation Agent’s or the Issuer’s position in respect of the Relevant Instrument or the position of the Programme Calculation Agent, the Issuer, any affiliate of the Programme Calculation Agent or the Regulatory Redemption/Cancellations Counterparty or any other counterparty in respect of any such hedging transaction, in each case as determined by the Programme Calculation Agent or, as the case may be, the Regulatory Redemption/Cancellation Counterparty, in its sole and absolute discretion;
- (ii) the Issuer may (on the instruction of the Programme Calculation Agent), upon not less than 5 (five) calendar days’ notice, (i) redeem or cancel any Relevant Instruments (including some only of the Relevant Instrument in respect of the relevant Series) at the current market value of such Relevant Instrument or (ii) require the holder of any Relevant Instruments to transfer the Relevant Instrument held by it within such period as may be specified in such notice or, following the expiry of such notice, the Issuer may cause such Relevant Instruments to be transferred on behalf of the Instrumentholder, in each case if there has been a transfer of such Relevant Instruments in breach of any applicable restrictions on the sale or transfer of such Relevant Instruments (including any restrictions, rules and/or regulations which are applicable to the sale of securities to US Persons (as defined in Regulation S under the Securities Act or as defined in the final risk retention

rules promulgated under Section 15G of the Securities Exchange Act)), to any person other than Non-United States Persons (as defined by the CFTC or if such transfer has caused, or would cause, the Issuer to be required to register the Relevant Instrument or itself with a regulatory body in any jurisdiction, which registration would not otherwise have been required; and

- (iii) in respect of the Relevant Securities, the Issuer may (on the instruction of the Option Counterparty (if any)), having given not less than 20 (twenty) calendar days' notice to the Securityholders, cancel all, but not only some, of the Relevant Securities at their nominal amount or such other amount as may be specified in the relevant Issue Terms.

In addition, the Issue Terms in respect of each issue of Relevant Instruments will state whether such Relevant Instruments may be redeemed or cancelled prior to their stated maturity or final exercise date at the option of the Issuer and/or the Instrumentholders (either in whole or in part) and, if so, the terms applicable to such redemption.

Mandatory Redemption/Cancellation:

If, in the determination of the Calculation Agent, all or some of the Secured Collateral in the case of Secured Instruments (in the case of the Issuer in its non-Fiduciary capacity) or the Unsecured Collateral in the case of Unsecured Instruments, as applicable, relating to a Series of Relevant Instruments becomes repayable or becomes capable of being declared due and repayable, as applicable, for whatever reason or there is a payment default in respect of any such Secured Collateral or Unsecured Collateral, as applicable, or an event of default, howsoever described, has occurred in respect of the Secured Collateral or Unsecured Collateral, as applicable, or the issuer (and/or, if applicable) the guarantor thereof, if any Credit Support Document relating to such Series is terminated or if there is early termination of the Swap Agreement (if any) or Repurchase Agreement (if any) relating to such Series of Relevant Instruments, the Relevant Instrument of that Series shall become repayable in whole (or in part, as described below) and (in the case of Notes) the Noteholders' option or (in the case of Relevant Warrants or Relevant Certificates) the American Style Exercise Right or the Bermudan Style Exercise Right shall be extinguished in full (or in part, as described below), and the Issuer shall pay to each Instrumentholder an amount as specified in the relevant Issue Terms. Where only some of the Secured Collateral in the case of Secured Instruments (in the case of the Issuer in its non-Fiduciary capacity) or Unsecured Collateral in the case of Unsecured Instruments becomes repayable or becomes capable of being declared due and repayable or in respect of which there is an event of default, howsoever described, the Issuer may elect to redeem or cancel (as the case may be) the Relevant Instrument of that Series in part only on a *pro rata* basis corresponding to the principal amount of the Affected Collateral together, if so elected by the Issuer, with all or some of the remaining Secured Collateral and/or Unsecured Collateral, as applicable, and (in the case of Relevant Notes) the Noteholders' option or (in the case of Relevant Warrants or Relevant Certificates) the American Style Exercise Right or

the Bermudan Style Exercise Right shall be partially extinguished accordingly.

Administrator/Benchmark Event:

In the event that an Administrator/Benchmark Event (as defined in each of the "Terms and Conditions of the Notes", the "Terms and Conditions of the Certificates and Warrants", the "Terms and Conditions of the Fiduciary Notes" and the "Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants") occurs, the Calculation Agent may (i) make such adjustment to the affected Benchmark and/or procure that the Issuer make such adjustments to the conditions of the Relevant Instruments and the Transaction Documents (as defined in the Issue Deed) as it may determine appropriate to account for the relevant event or circumstance or (ii) determine that such event constitutes a benchmark redemption or cancellation event.

If the Calculation Agent determines that a benchmark redemption or cancellation event has occurred, it shall notify the Issuer of the same and the Issuer shall give an notice of early redemption or cancellation of the Relevant Instruments to the Instrumentholders as soon as reasonably practicable thereafter (and in any event, within two Business Days of becoming aware (or such other period as may be specified in the applicable Issue Terms)) and, on expiry of such notice, the Issuer shall redeem or cancel all, but not some only, of the Relevant Instruments, at a principal amount equal to the Specified Denomination (in the case of Relevant Notes) or the Minimal Tradable Amount (in the case of Relevant Securities) being redeemed or cancelled or such other amount as may be specified in the applicable Issue Terms.

Instrumentholder Identification Event:

In the event that a Noteholder Identification Event or a Securityholder Identification Event (as defined in each of the "Terms and Conditions of the Fiduciary Notes" and the "Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants" respectively) occurs, the Fiduciary may, in accordance with applicable law (i) determine that such event constitutes a Noteholder or Securityholder redemption or cancellation event respectively and (ii) make such adjustments to the Fiduciary Conditions and the Transaction Documents (as defined in the Issue Deed) as it may determine appropriate to account for the relevant event or circumstance.

If the Fiduciary determines that a Fiduciary Instrumentholder redemption or cancellation event has occurred, it shall as soon as reasonably practicable thereafter (i) notify the Fiduciary Instrumentholder responsible for the event and early redeem or cancel in whole each Fiduciary Instrument held by such Fiduciary Instrumentholder and (ii) give notice to all the Fiduciary Instrumentholders and, on expiry of such notice, the Issuer shall redeem or cancel all, but not some only, of the Fiduciary Instruments held by the Fiduciary Instrumentholder responsible for the event, at a principal amount equal to the Specified Denomination (in the case of Relevant Notes) or the Minimal Tradable Amount (in the case of Relevant Securities) being redeemed or cancelled or such other amount as may be specified in the applicable Issue Terms.

Status of Relevant Instruments:

The Relevant Instrument of each Series in the case of Secured Instruments (with regards to the Issuer in its non-Fiduciary capacity only) will be secured and in the case of both Secured Instruments and Unsecured Instruments will be limited recourse obligations of the Issuer, ranking *pari passu* without any preference among themselves (unless otherwise specified in the relevant Issue Terms) and secured if applicable in the manner described in “Terms and Conditions of the Notes” or “Terms and Conditions of the Certificates and Warrants” or the “Terms and Conditions of the Fiduciary Notes” and the “Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants”. Recourse in respect of any Series of Relevant Instruments will be limited to the Compartment Assets or Fiduciary Assets (as applicable) relating to that Series. Claims of Instrumentholders and, if applicable, any swap counterparty to a Swap Agreement in respect of any Series of Relevant Instruments and any other persons entitled to the benefit of the security for Secured Instruments (in the case of the Issuer in its non-Fiduciary capacity) or the contents of the Compartment or of the Fiduciary Estate (as applicable) in the case of Unsecured Relevant Security for such Series shall rank in accordance with the priorities specified in the relevant Issue Deed and in the relevant Issue Terms.

The Fiduciary Instruments do not constitute direct debt obligations of Aldburg S.A. or Cirdan or any other entity Affiliated with Cirdan i.e. obligations that affect the personal estate of Aldburg S.A. The Fiduciary Instruments are fiduciary obligations of the Fiduciary in accordance with the Fiduciary Law and may only be satisfied out of the Fiduciary Assets and/or Fiduciary Asset Agreements relating to the relevant Series of Fiduciary Instruments. Such obligations are conditional upon the due and timely performance by each Fiduciary Assets Obligor of its obligations, including in respect of payments and deliveries, under the relevant Fiduciary Asset Agreements and/or the relevant Fiduciary Assets.

The entitlement of Instrumentholders to receive payments and/or deliveries under the Fiduciary Instruments is entirely dependent upon the receipt by the Fiduciary of payments and/or deliveries, as the case may be, in respect of the Fiduciary Assets and/or the Fiduciary Asset Agreements.

No other assets of the Fiduciary will be available for payments of any amounts not received and/or deliveries of assets not delivered under the relevant Fiduciary Asset Agreements or Fiduciary Assets and any shortfall will be borne exclusively by the Instrumentholder.

Securitisation Law:

The Relevant Instruments are issued subject to, and will be enforced in Luxembourg, if applicable, in accordance with the provisions of, the Securitisation Law (as may be amended from time to time).

The Fiduciary Law:

The Fiduciary Instruments are additionally issued subject to, and will be enforced in Luxembourg, if applicable, in accordance with the provisions of, the Fiduciary Law (as may

be amended from time to time).

Negative Pledge/Restrictions:

There is no negative pledge. However, in the case of Relevant Instruments, so long as any of the Relevant Instrument remains outstanding, the Issuer will not, without the prior written consent of the Security Trustee (if any, in the case of the Issuer in its non-Fiduciary capacity) and Swap Counterparty (if any) incur any indebtedness for moneys borrowed or raised other than in respect of Permitted Investments or Permitted Indebtedness, engage in any activity other than certain activities related to the Relevant Instrument or any Permitted Investment or Permitted Indebtedness, have any employees, purchase, own, lease or otherwise acquire any real property or consolidate or merge with any other person or issue any shares.

Cross Default:

None.

Withholding Tax:

All payments by the Issuer in respect of the Relevant Instrument may be made subject to any withholding or deduction for, or on account of, any applicable taxation. In the event of the imposition of any such taxes, the Issuer will use all reasonable endeavours (subject to the consent of the Security Trustee (in the case of the Issuer in its non-Fiduciary capacity), and if applicable, the Option Counterparty and the Swap Counterparty) to arrange for the substitution of its obligations by a company incorporated in another jurisdiction or (subject as provided above) to change its residence for taxation purposes or, to the extent permitted by law, change its domicile to another jurisdiction, failing which, or if it is unable to do so in a tax efficient manner, it shall, on the instruction of the Swap Counterparty, redeem or cancel the Relevant Instrument at their Early Redemption Amount or Cash Settlement Amount (as specified in the Issue Terms), subject to certain exceptions but will not otherwise redeem or cancel the Relevant Instrument.

Fungible Issues:

Unless otherwise provided in the relevant Issue Terms the Issuer may from time to time issue further Relevant Instruments of any Series on the same terms as existing Relevant Instruments and on terms that such further Relevant Instruments shall be consolidated and form a single series with such existing Relevant Instruments of the same Series; provided that, unless otherwise approved by Extraordinary Resolution of Instrumentholders of the relevant Series, the Issuer shall provide additional assets as security for such further Instruments and existing Instruments.

Instrumentholders should note that, pursuant to (i) Note Condition 15.2, Security Condition 17.2, Fiduciary Note Condition 17.2, and Fiduciary Security Condition 19.2, the Issuer will not issue any further fungible Relevant Instruments where such issuance could give rise to a Regulatory Breach (as so defined in the Relevant Condition as above stated). Furthermore, by holding such Relevant Instruments, Instrumentholders should note that, save as provided in the applicable Issue Terms, each Instrumentholder shall be deemed to have represented and warranted and agreed that it shall use reasonable efforts to give such consents, and enter into such documentation as

the Issuer and the Arranger determine necessary to give effect to the amendments contemplated in the foregoing paragraph.

Index Linked Relevant Instruments:

With respect to the Fiduciary, amounts payable in respect of Index Linked Relevant Instruments will be calculated by reference to one or more Indices. An Index may reference or comprise reference equities, Notes, property, currency exchange rates or other assets or bases of reference.

In the event that (i) an Index's sponsor fails to calculate and announce the Index, (ii) certain market disruption events occur, or (iii) certain events (such as illegality, disruptions or cost increases) occur with respect to the Fiduciary's or any Affiliate's hedging arrangements, the Index Linked Relevant Instruments may be subject to (a) early redemption or cancellation, as applicable, (b) adjustment at the discretion of the Calculation Agent if an Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent or (c) substitution of the Index.

In addition, if certain disruption events occur with respect to valuation of an Index such valuation may be postponed and may be made by the Calculation Agent. In such circumstances, payments in respect of the Index Linked Relevant Instruments may also be postponed.

Equity Linked Relevant Instruments:

Amounts payable in respect of Equity Linked Relevant Instruments will be calculated by reference to a single Share or basket of Shares.

In the event that (i) certain corporate events occur (such as events affecting the value of a Share (including Share divisions or consolidations, extraordinary dividends and capital calls), de-listing of a Share, insolvency, merger or nationalisation of a Share issuer; a tender offer or redenomination of a Share), (ii) certain events occur with respect to the Fiduciary's and/or any Affiliate's hedging arrangements (such as illegality, disruptions or cost increases), or (iii) insolvency filings are made with respect to a Share issuer, the Equity Linked Relevant Instruments may be subject to (a) early redemption or cancellation, as applicable, (b) adjustment at the discretion of the Calculation Agent (including as to valuation) or (c) Share substitution.

If certain disruption events occur with respect to valuation of a Share, such valuation may be postponed and may be made by the Calculation Agent. In such circumstances, payments in respect of the Equity Linked Relevant Instruments may also be postponed.

Fund Linked Relevant Instruments:

Amounts payable in respect of Fund Linked Relevant Instruments will be calculated by reference to units, interests or shares in a single fund or basket of funds. Fund Linked Relevant Instruments may also provide for settlement by physical delivery of a specified amount of units, interests or shares of one or more Funds, subject to payment of the relevant Exercise Price (in the case of Securities) and any other sums payable.

In the event that (i) certain corporate events occur (such as insolvency (or an analogous event) or nationalisation of a Fund; litigation against, or regulatory events occurring with respect to a Fund, suspensions of Fund subscriptions or redemptions, certain changes in net asset value or violations of leverage restrictions of a Fund, Fund reporting disruptions, or modifications to the investment objectives or changes in the nature or administration of a Fund), (ii) certain valuation or settlement disruption events occur with respect to a Fund, or (iii) certain events occur with respect to the Fiduciary's and/or any Affiliate's hedging arrangements (such as illegality, disruptions or cost increases), the Fund Linked Relevant Instruments may be subject to (a) early redemption or cancellation, as applicable, (b) adjustment at the discretion of the Calculation Agent (including as to valuation) or (c) Fund substitution.

Governing Law of Instruments: Unless otherwise specified in the relevant Issue Deed, English law.

Governing Law of Fiduciary Instruments: Unless otherwise specified in the relevant Issue Deed, the Fiduciary Instruments, the Fiduciary Contract and Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement shall be governed by Luxembourg law.

Unless otherwise specified in the relevant Issue Deed, the Fiduciary Asset Agreements (save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement) shall be governed by English law.

Listing and Admission to Trading: Relevant Instruments of any Series may, if so specified in the relevant Issue Terms, be listed on the Official List of the Luxembourg Stock Exchange, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange or on any other stock exchange as specified in the relevant Issue Terms within 12 (twelve) months of the date of the Base Prospectus. Unlisted Relevant Instruments may also be issued.

Application may be made, if so specified in the relevant Issue Terms, for the Relevant Instrument of any Series to be admitted to trading on the Euro MTF market, the Open Market and/or the Third Market or on such other market of any other stock exchange as specified in the relevant Issue Terms.

Selling and Transfer Restrictions: There are restrictions on the sale of Relevant Instruments and the distribution of offering materials in various jurisdictions. See "Subscription and Sale and Transfer Restrictions". The Relevant Instrument (i) may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U. S. persons (as such term is defined in Regulation S under the Securities Act) or U.S. persons (as defined in the final risk retention rules promulgated under Section 15G of the Securities Exchange Act), and (ii) may be offered, sold or otherwise transferred at any time only to transferees that are Non-United States Persons (as defined by the CFTC).

Relevant Instruments in bearer form will be issued in compliance with U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with IRS Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the “**D Rules**”) unless (i) the relevant Issue Terms states that the Relevant Bearer Instruments are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor United States Treasury regulation section, including without limitation, successor regulations issued in accordance with IRS Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the “**C Rules**”) or (ii) the Relevant Bearer Instruments are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Relevant Bearer Instruments will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Issue Terms as a transaction to which TEFRA is not applicable.

Any restrictions in relation to any Series of Relevant Instruments in either registered or bearer form that are not described under “Subscription and Sale and Transfer Restrictions” will be set out in the relevant Issue Terms.

Risk Factors:

Prospective investors should consider all information provided in the Base Prospectus (including the section “Risk Factors” which itself comprises, on a non-exhaustive basis, the following risk factors : “Risk Factors relating to the Issuer” (which includes risk factors specific to the Fiduciary), “General Risk Factors relating to the Relevant Instrument”, “Risk Factors relating to Collateral or Compartment Assets or Fiduciary Assets”, “Risk Factors relating to Index Linked Relevant Instruments”, “Risk Factors relating to Equity Linked Relevant Instruments”, “Risk Factors relating to Fund Linked Relevant Instruments” and “Risk Factors relating to Taxation”), any supplement and any Issue Terms and should consult with their own professional advisers if they consider it necessary.

In particular, in respect of the “Risk Factors relating to the Issuer”, prospective investors should note the following:

- (i) Claims against the Issuer by holders of each Series of Relevant Instruments will be limited to the net assets of the relevant Series included in the relevant Compartment or Fiduciary Estate, as applicable.
- (ii) The rights of holders of Relevant Instruments issued in respect of a Compartment or Fiduciary Estate, as applicable, and the rights of creditors are limited to the assets of that Compartment or Fiduciary Estate, where those rights relate to that Compartment or Fiduciary Estate, or have arisen as a result of the constitution, the operation or the liquidation of the relevant Compartment or Fiduciary Estate. The assets of a Compartment or of a or Fiduciary Estate, as applicable, are available only to satisfy the rights

of holders of Relevant Instruments issued in relation to that Compartment or Fiduciary Estate, and the rights of creditors whose claims have arisen as a result of the constitution, the operation or the liquidation of that Compartment or Fiduciary Estate.

- (iii) The right of Instrumentholders of any Series issued in respect of, and allocated to, each Compartment or Fiduciary Estate, as applicable, to participate in the assets of the Issuer is limited to the Compartment Assets or Fiduciary Assets, as applicable, relating to such Series. If the payments received by the Issuer in respect of the Compartment Assets or Fiduciary Assets, as applicable, are not sufficient to make all payments due in respect of the Relevant Instrument, then the obligations of the Issuer in respect of the Relevant Instrument of that Series will be limited to the Compartment Assets or Fiduciary Assets, as applicable, of the Compartment or the Fiduciary Estate, as applicable, in respect of that Series. The Issuer will not be obliged to make any further payment for any Series of Relevant Instruments in excess of amounts received upon the realisation of the Compartment Assets or Fiduciary Assets, as applicable, in respect of that Series. Following application of the proceeds of realisation of the relevant Compartment Assets or Fiduciary Assets, as applicable, in accordance with the Relevant Conditions, the claims of the Instrumentholders, and any other Series Parties or Fiduciary Assets Obligors, as applicable, for any shortfall shall be extinguished and the Instrumentholders and the other Series Parties or Fiduciary Assets Obligors (and any person acting on behalf of any of them) may not take any further action to recover such shortfall.
- (iv) Although the Issuer is structured to be an insolvency-remote vehicle, if the Issuer fails for any reason to meet its obligations or liabilities a creditor who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Issuer may be entitled to make an application for the commencement of insolvency proceedings against the Issuer. In these circumstances, such creditor may be entitled to exercise rights over the general assets of the Issuer and to terminate contracts with the Issuer and claim damages for any loss arising from such early termination. The Issuer is insolvency-remote, not insolvency-proof.

RISK FACTORS

Purchasers of Relevant Instruments should conduct such independent investigation and analysis regarding the Issuer, the Relevant Instruments, any relevant underlying, any Collateral, any security arrangements, each party to any (in the case of the Issuer acting in its non-Fiduciary capacity) Related Agreements or (in the case of the Issuer acting in its Fiduciary capacity) Fiduciary Asset Agreements or other agreement entered into in respect of any Relevant Instruments and all other relevant market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Relevant Instrument. The Issuer (in each of its Fiduciary and non-Fiduciary capacities), the Arranger and any Security Trustee disclaim any responsibility to advise purchasers of Relevant Instruments of the risks and investment considerations associated with the purchase of the Relevant Instruments as they may exist at the date hereof or from time to time thereafter. However, as part of such independent investigation and analysis, prospective purchasers of Relevant Instruments should consider all the information set forth in this Base Prospectus and the relevant Issue Terms, including the factors set forth below. Purchasers of Relevant Instruments should recognise that the Relevant Instruments may decline in value and should be prepared to sustain a loss of all of their investment in the Relevant Instruments.

The Issuer believes that the following factors may be relevant to it and its industry. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Relevant Instruments issued under the Programme, but the inability of the Issuer to pay interest, dividends, principal or other amounts or perform any other obligation on or in connection with any Relevant Instruments may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and, in the light of their own financial circumstances and investment objectives, reach their own views prior to making any investment decision.

For the avoidance of doubt, to the extent that that information in this Base Prospectus may apply to the Issuer and/or the Fiduciary interchangeably, reference to the "Issuer" shall be understood to include reference to the "Fiduciary" with respect to the Relevant Instruments which may be issued by the Issuer in its Fiduciary or in its non-Fiduciary capacity.

TABLE OF CONTENTS FOR RISK FACTORS

Clause	Page
1. RISK FACTORS RELATING TO THE ISSUER.....	28
2. GENERAL RISK FACTORS RELATING TO THE RELEVANT INSTRUMENT	34
3. RISK FACTORS RELATING TO COLLATERAL OR COMPARTMENT ASSETS OR FIDUCIARY ASSETS	43
4. RISK FACTORS RELATING TO INDEX LINKED RELEVANT INSTRUMENTS	44
5. RISK FACTORS RELATING TO EQUITY LINKED RELEVANT INSTRUMENTS.....	45
6. RISK FACTORS RELATING TO FUND LINKED RELEVANT INSTRUMENTS	46
7. RISK FACTORS RELATING TO TAXATION	49
12. PRESCRIPTION.....	210

1. RISK FACTORS RELATING TO THE ISSUER

1.1 Securitisation Law, the Fiduciary Law and Compartments and Fiduciary Estates

The Issuer is established as a *société de titrisation* within the meaning of the Securitisation Law which provides that claims against the Issuer by the Instrumentholders will be limited to the assets of the relevant Series included in the relevant Compartment. Further, under the Securitisation Law and the Fiduciary Law, as applicable, the proceeds of the Compartment Assets or Fiduciary Assets, as the case may be (each as defined below) for each Series are, in principle, available only for distribution to the specified Instrumentholders and other creditors relating to such Series (each such party, a “**Series Party**”). A creditor of the Issuer may have claims against the Issuer in respect of more than one Series, in which case the claims in respect of each individual Series will be limited to the Compartment Assets or the Fiduciary Assets, as the case may be, relating to such Series only.

The board of directors of the Issuer (the “**Board**”) may establish one or more compartments (together the “**Compartments**” and each a “**Compartment**”) each of which is a separate and distinct part of the Issuer’s estate (*patrimoine*) and which may be distinguished by the nature of acquired risks or assets or the terms and conditions of the Relevant Instrument, in each case as completed, modified and amended by the relevant Issue Terms, the reference currency or other distinguishing characteristics.

The Fiduciary shall create a separate fiduciary estate (*patrimoine fiduciaire*) (each a “**Fiduciary Estate**”) in connection with each series of Fiduciary Instruments issued by it and each Compartment corresponds to a separate part of the Fiduciary relating to an issue by the Fiduciary under the Fiduciary Estate.

The Relevant Conditions of the Relevant Instrument issued in respect of, and the specific objects of, each Compartment or Fiduciary Estate, as the case may be, shall be determined by the Board. Each Instrumentholder shall be deemed to fully adhere to, and be bound by, the Relevant Conditions applicable to the Relevant Instrument and the Articles.

Subject to any particular rights or limitations for the time being attached to any Relevant Instruments, as may be specified in the Articles or upon which such Relevant Instruments may be issued including, without limitation, the relevant Conditions and the relevant Issue Terms, if the net assets of a Compartment or Fiduciary Estate, as the case may be, are liquidated the proceeds thereof shall be applied in the order set out in the Relevant Conditions.

Each Compartment or Fiduciary Estate, as the case may be, represents a separate and distinct part of the Issuer’s estate (*patrimoine or patrimoine fiduciaire* (as the case may be)). The rights of holders of Relevant Instruments issued in respect of a Compartment or a Fiduciary Estate and the rights of creditors are, in principle, limited to the assets of that Compartment or Fiduciary Estate, where these rights relate to that Compartment or Fiduciary Estate, as the case may be, or have arisen as a result of the constitution, the operation or the liquidation of the relevant Compartment or Fiduciary Estate, are limited to the assets of that Compartment or Fiduciary Estate, as the case may be. The assets of a Compartment or Fiduciary Estate, as the case may be, are, in principle, exclusively available to satisfy the rights of holders of Relevant Instruments issued in relation to that Compartment or Fiduciary Estate and the rights of creditors whose claims have arisen as a result of the constitution, the operation or the liquidation of that Compartment or Fiduciary Estate, as the case may be.

Fees, expenses and other liabilities incurred on behalf of the Issuer but which do not relate specifically to any Compartment, under certain circumstances, may be payable out of the assets allocated to Compartments. The Board shall ensure, to the extent possible (although there is no guarantee that the Board will be able to achieve this), that creditors of such liabilities expressly waive recourse to the assets of any Compartment.

The Board shall establish and maintain separate accounting records for each of the Compartments of the Issuer in order to ascertain the rights of holders of Relevant Instruments in respect of each Compartment. Such accounting records will be conclusive evidence of such rights in the absence of manifest error.

With respect to the Issuer in its non-Fiduciary capacity, the assets of each Compartment (the “**Compartment Assets**”) may include the proceeds of the issue of the Relevant Instrument or non-invested cash as the case may be, of the relevant Series, the relevant Swap Agreement, the relevant Option Agreement, any Secured Collateral relating to such Series, any Unsecured Collateral relating to such Series and any proceeds from the relevant Swap Agreement and Option Agreement. The fees, costs and expenses in relation to the Relevant Instrument of each Series are allocated to the Compartment relating to the relevant Series in accordance with the relevant Conditions. Instrumentholders of a Series will have recourse only to the Compartment Assets relating to the relevant Series. The rights of all holders of a Series will be restricted to the Compartment Assets for such Series.

With regards to the Issuer in its Fiduciary capacity, the assets of each Fiduciary Estate (the “**Fiduciary Assets**”) may include the proceeds of the issue of the Fiduciary Instruments or non-invested cash, as the case may be, of the relevant Series and under the Fiduciary Asset Agreement (if any), such as the relevant Swap Agreement, the relevant Option Agreement and any Unsecured Collateral relating to such Series and any proceeds from the relevant Swap Agreement and Option Agreement. The fees, costs and expenses in relation to the Fiduciary Instruments of each Series are allocated to the Fiduciary Estate relating to the relevant Series in accordance with the relevant Fiduciary Conditions. Instrumentholders of a Series will have recourse only to the Fiduciary Assets relating to the relevant Series. The rights of all holders of a Series will be restricted to the Fiduciary Assets and the relevant rights under the Fiduciary Asset Agreements for such Series.

The Issuer is not required to be licensed or authorised under any current Luxembourg laws or regulations. There is no assurance, however, that any Luxembourg regulatory authorities would not take a contrary view regarding the applicability of any such laws or regulations to the Issuer. There is also no assurance that the regulatory authorities in other jurisdictions would not require the Issuer to be licensed or authorised under the laws or regulations of those jurisdictions. Any requirement to be licensed or authorised could have an adverse impact on the Issuer or the holders of Relevant Instruments of any Series.

The Issuer may be subject to anti-money laundering legislation in its jurisdiction of incorporation. If the Issuer were determined to be in violation of any such legislation, any such violation could materially and adversely affect payments made by the Issuer in respect of any Relevant Instruments.

1.2 **Luxembourg Securitisation Law**

In respect of the Issuer in its non-Fiduciary capacity, the Issuer is a public limited liability company (*société anonyme*) incorporated under Luxembourg law. The rights of Instrumentholders and the responsibilities of the Issuer to the Instrumentholders under Luxembourg law may be materially different from those with regard to equivalent instruments under the laws of the jurisdictions in which the Relevant Instrument are offered.

Under the Securitisation Law, each Compartment corresponds to a separate and distinct part of the Issuer’s assets and liabilities. As between Instrumentholders, each Compartment will be deemed to be the property of a separate entity, unless otherwise provided for in the relevant Issue Terms or the Articles. The rights of holders of Instruments issued in respect of a Compartment and the rights of creditors transacting with the Issuer in respect of a Compartment are, in principle, limited to the assets of such Compartment. The assets of a Compartment are, in principle, available exclusively to satisfy the rights of holders of Instruments issued in relation

to that Compartment and the rights of creditors whose claims relate to or have arisen at the occasion of the constitution, the operation or the liquidation of that Compartment. Fees, costs, expenses and other liabilities generally incurred on behalf of the Issuer, but which do not relate to any particular Compartment shall, unless otherwise determined by the Board, be general liabilities of the Company and shall not be payable out of the assets of any Compartment. The Board shall ensure, to the extent possible, that creditors in respect of such liabilities waive recourse to the assets of any Compartment.

Pursuant to the Securitisation Law, the conditions of issue of the Instrument are binding on the Issuer and the Instrumentholders and are valid as against third parties in the event of the liquidation of one or more Compartments of bankruptcy proceedings in respect of the Issuer or more generally in determining the competing rights for payment of creditors, except that they are not binding on any creditors of the Issuer who have not expressly agreed to be bound by such conditions.

1.3 **The Beneficiaries Register of the Fiduciary**

Pursuant to the Luxembourg law of 10 August 2018 relating to information to be obtained and maintained by fiduciaries, the Fiduciary must obtain and maintain certain information on, amongst others, the beneficiaries or class of beneficiaries (the "**Beneficiaries**") of the fiduciary estate (the "**Beneficiaries Law**"). Pursuant to article 31 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC (the "**AMLD**") of the European Parliament and of the Council and Commission Directive 2006/70/EC and the implementation thereof into national law, the Fiduciary shall be required to maintain and file certain information in a register containing certain information with respect to the Beneficiaries (the "**Beneficiaries Register**").

Failure by the Fiduciary to obtain information on the Beneficiaries or complying with its obligations in respect of the Beneficiaries Register may have an adverse effect on the Fiduciary and/or the Fiduciary Instruments.

1.4 **Information specific to the Fiduciary Assets**

No investigations, searches or other enquiries have been or will be made by or on behalf of the Fiduciary in respect of the Fiduciary Assets (if any) relating to any Series of Fiduciary Instruments. No representations or warranties, express or implied, have been given by the Fiduciary or the Arranger or any other person on their behalf in respect of the Fiduciary Assets relating to any Series of Fiduciary Instruments.

Fiduciary Contract

- (a) Any Fiduciary Contract on the terms described herein will be a fiduciary contract governed by the Fiduciary Law and will be evidenced by each Fiduciary Instrument. The rights of a Instrumentholder under the Fiduciary Contract and certain duties, rights, powers and discretions of the Fiduciary will be as provided in the terms and conditions set out herein under "Terms and Conditions of the Fiduciary Notes" and the "Terms and Conditions of the Fiduciary Certificates and Warrants". The Fiduciary Assets and all proceeds thereof and sums arising therefrom (including non-invested cash as the case may be) and all other assets of the relevant Series will not form part of the general assets of the Fiduciary, but are exclusively reserved for the benefit of the creditors whose rights derive from such Series, including the Instrumentholders. They may be attached only by persons whose rights exist as a result of the creation and existence of the Fiduciary Assets. If, in accordance with the relevant Fiduciary Conditions, the amounts received by the Fiduciary in respect of, and/or the proceeds of realisation of,

the Fiduciary Assets are not sufficient to make any payments otherwise due in respect of the relevant Fiduciary Instruments, no other assets of the Fiduciary will be available to meet such shortfall and Instrumentholders shall have no claims in respect of any such shortfall.

- (b) All payments to be made by the Fiduciary in respect of the Fiduciary Instruments will only be due and payable from and to the extent of the sums received or recovered from time to time by or on behalf of the Fiduciary in respect of the Fiduciary Assets.
- (c) Each holder of Fiduciary Instruments, by subscribing for or purchasing such Fiduciary Instruments, will be deemed to accept and acknowledge that it is fully aware that:
 - (i) the holders of the Fiduciary Instruments shall look solely to the sums referred to in paragraph (a), as applied in accordance with paragraphs (a) and (b) above (the "**Relevant Sums**"), for payments to be made by the Fiduciary in respect of Notes,
 - (ii) the obligations of the Fiduciary to make payments in respect of the Fiduciary Instruments will be limited to the Relevant Sums and the holders of the Fiduciary Instruments shall have no further recourse to the Fiduciary (or any of its other rights, assets or properties) in respect of the Fiduciary Instruments; and
 - (iii) the Fiduciary may deduct from any payments made by it to Noteholder(s) or (in the case of Fund Linked Relevant Instruments) redemption of Fiduciary Securities by physical delivery, from the amount used to calculate the Redemption Amount or the Cancellation Amount (as applicable), a pro rata share of an amount which is necessary to indemnify and reimburse the Fiduciary against any charge, loss, liability, cost, claim, action, damage, expense, demand or any withholding or other tax (including, without limitation, legal fees, costs, commissions payable, any stamp, documentary, registration or similar duty or tax and expenses) which the Fiduciary may incur or which may be made against any of the Fiduciary, its Affiliates, or any of the Fiduciary's or its Affiliates' directors, officers, employees or agents as a result of, or arising out of, or in connection with the Fiduciary Instruments or the relevant Fiduciary Contract and the transactions contemplated thereunder, including entry into the Fiduciary Asset Agreements (if any), and the rights of the Instrumentholders to be paid amounts due under the Fiduciary Instruments may be subordinated to other parties including the Swap Counterparty, all as more fully set out in the under "Terms and Conditions of the Fiduciary Notes" and the "Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants".
- (d) Under the Fiduciary Law, Instrumentholders have no direct right of action against any Fiduciary Assets Obligor to enforce their rights under the Fiduciary Instruments or to compel any Fiduciary Assets Obligor to comply with its obligations under the Fiduciary Asset Agreements or in relation to the Fiduciary Assets, even in the case of the Fiduciary's failure to act or the insolvency of the Fiduciary. However, if, under the Fiduciary Assets and/or Fiduciary Asset Agreements, the Fiduciary is entitled and, furthermore, has, pursuant to the relevant Fiduciary Contract, become obliged to take legal action against a Fiduciary Assets Obligor and has failed to take such action within a reasonable time, then (if and to the extent such failure is continuing), the Instrumentholders are entitled to institute indirect legal action (*action oblique*) in accordance with the relevant provisions of the Luxembourg civil code against the Fiduciary Assets Obligor in lieu of the Fiduciary and on its behalf.

Fiduciary Estates

In accordance with article 6 of the Fiduciary Law, the Fiduciary will create (with the establishment of each Compartment) a separate Fiduciary Estate (*patrimoine fiduciaire*) for each Series of Fiduciary Instruments.

Credit Risk of Fiduciary Counterparties

The Fiduciary Assets in relation to a Series of Fiduciary Instruments are limited to the claims of the Fiduciary against Fiduciary Assets Obligor in respect of that Series of Fiduciary Instruments.

1.5 Limited Recourse

The right of Instrumentholders of any Series issued in respect of, and allocated to, each Compartment or Fiduciary Estate, as the case may be, to participate in the assets of the Issuer is limited to the Compartment Assets or the Fiduciary Assets, as the case may be, relating to such Series. If the payments received by the Issuer in respect of the Compartment Assets or the Fiduciary Assets, as the case may be, are not sufficient to make all payments due in respect of the Relevant Instrument, then the obligations of the Issuer in respect of the Relevant Instrument of that Series will be limited to the Compartment Assets or the Fiduciary Assets, of the Compartment or the Fiduciary Estate, as the case may be, in respect of that Series, as specified in the Relevant Conditions, the Articles and the relevant Issue Terms. The Issuer will not be obliged to make any further payment for any Series of Relevant Instruments in excess of amounts received upon the realisation of the Compartment Assets or the Fiduciary Assets, as the case may be, in respect of that Series. Following application of the proceeds of realisation of the relevant Compartment Assets or the Fiduciary Assets in accordance with the Relevant Conditions, the claims of the Instrumentholders, the relevant Swap Counterparties, the relevant Option Counterparties and any other Series Parties for any shortfall shall be extinguished and the Instrumentholders, the relevant Swap Counterparties, the relevant Option Counterparties and the other Series Parties (and any person acting on behalf of any of them) may not take any further action to recover such shortfall. Provided that such parties have agreed to a non-petition clause, none of them should be able to petition for the winding-up, the liquidation or the bankruptcy of the Issuer or any other similar insolvency related proceedings. Failure to make any payment in respect of any such shortfall shall in no circumstances constitute an event of default under the Relevant Conditions. Any shortfall shall be borne by the Instrumentholders, each Swap Counterparty, each Option Counterparty and any other Series Party of the relevant Series in respect of which the Relevant Instrument have been issued according to the priorities specified in the Relevant Conditions.

In light thereof, each Instrumentholder, by subscribing for or purchasing such Relevant Instruments, will be deemed to accept and acknowledge that it is fully aware that, in the event of a shortfall, (i) the Issuer shall be under no obligation to pay, and the other assets (if any) of the Issuer including, in particular, (a) in the case of a mandatory partial redemption or cancellation, the assets other than the Repayable Assets, which will remain available to those holders whose Instruments have not been redeemed or cancelled and (b) assets securing other series of Relevant Instruments, will not be available for payment of such shortfall, (ii) all claims in respect of such shortfall shall be extinguished and (iii) the Security Trustee, the Instrumentholders and any counterparty of the Issuer in respect of such Series of Relevant Instruments shall have no further claim against the Issuer in respect of such unpaid amounts.

To give effect to the provisions of the Securitisation Law under which the Compartment Assets or, to the extent applicable, the Fiduciary Assets, as the case may be, of a Compartment or, to the extent applicable, Fiduciary Estate, as the case may be, are available only for the Series Parties or Fiduciary Assets Obligor, as the case may be, for the relevant Series relating to that Compartment or Fiduciary Estate, the Issuer will seek to contract with parties on a "limited

recourse” basis such that claims against the Issuer in relation to each Series would be restricted to the Compartment Assets or the Fiduciary Assets, as the case may be, of the Compartment or Fiduciary Estate, as the case may be, for the relevant Series. However, there is no assurance that the Issuer will manage to do so.

The Instrumentholders may be exposed to competing claims of other creditors of the Issuer, the claims of which have not arisen in connection with the creation, the operation or the liquidation of a Compartment or Fiduciary Estate, as the case may be, if foreign courts, which have jurisdiction over the assets of the Issuer allocated to a Compartment or Fiduciary Estate do not recognise the segregation of assets and the compartmentalisation, as provided for in the Securitisation Law and/or (with respect to the Issuer in its Fiduciary capacity only) the Fiduciary Law. The claims of these other creditors may affect the scope of assets which are available for the satisfaction of claims of the Instrumentholders and other Series Parties or Fiduciary Assets Obligors, as the case may be. If as a result of such claims, a shortfall arises, such shortfall will be borne by the Instrumentholders and other Series Parties or Fiduciary Assets Obligors, as the case may be.

1.6 Consequences of Winding-up Proceedings

The Issuer is structured to be an insolvency-remote vehicle. The Issuer will seek to contract only with parties who agree not to make any application for the commencement of winding-up, liquidation or bankruptcy or similar proceedings against the Issuer. Legal proceedings initiated against the Issuer in breach of these provisions shall, in principle, be declared inadmissible by a Luxembourg court. Notwithstanding the foregoing, if the Issuer fails for any reason to meet its obligations or liabilities (that is, if the Issuer is unable to pay its debts (*cessation de paiements*) and may obtain no further credit (*ébranlement de crédit*)), a creditor who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Issuer may be entitled to make an application for the commencement of insolvency proceedings against the Issuer. In that case, such creditor should however not have recourse to the assets of any Compartment or Fiduciary Estate, as the case may be, but would have to exercise his rights over the general assets of the Issuer unless his rights arise in connection with the “creation, operation or liquidation” of a Compartment or Fiduciary Estate, in which case the creditor would have recourse to the assets allocated to that Compartment or Fiduciary Estate but he would not have recourse to the assets of any other Compartment or Fiduciary Estate, as the case may be. Furthermore, the commencement of such proceedings may in certain conditions, entitle creditors (including the Swap Counterparties and the Option Counterparties) to terminate contracts with the Issuer (including Swap Agreements and Option Agreements) and claim damages for any loss arising from such early termination. The Issuer is insolvency-remote, not insolvency-proof.

The commencement of such proceedings may result in the Issuer’s assets (including the Compartment Assets of all the Series) being realised and applied to pay the fees and costs of the liquidator, debts preferred by law and debts payable in insolvency, before any surplus is distributed to the Instrumentholders. In the event of proceedings being commenced, the Issuer may not be able to pay the full redemption amount, any amount of interest, any cash settlement amount and any other or alternative amounts anticipated by the Relevant Conditions in respect of any Series of Relevant Instruments. The Issuer will seek to contract only with parties who agree not to make application for the commencement of winding-up or similar proceedings against the Issuer. However, the Issuer cannot ensure that it will always be able to do so.

1.7 Secured Parties of the Fiduciary

If it is specified in the applicable Issue Terms that the Fiduciary has granted or will grant in favour of a Fiduciary Assets Obligor a security interest over the Fiduciary Assets or the rights under the Fiduciary Asset Agreements, payments and/or deliveries to the Instrumentholders under the Fiduciary Instruments may be delayed if such Secured Party starts proceedings to enforce its security interest and /or enforces the relevant security interest for an amount

exceeding the amount of its claim, in which case the Fiduciary would have to recover such excess.

2. **GENERAL RISK FACTORS RELATING TO THE RELEVANT INSTRUMENT**

BY SUBSCRIBING FOR THE RELEVANT INSTRUMENT, EACH HOLDER OF RELEVANT INSTRUMENTS SHALL BE DEEMED TO FULLY AWARE OF, ADHERE TO AND BE BOUND BY THE RELEVANT CONDITIONS AND THE RELEVANT ISSUE TERMS RELATING TO SUCH RELEVANT INSTRUMENTS.

Purchasers of Relevant Instruments should conduct such independent investigation and analysis regarding the terms of the Relevant Instrument (i) in the case of the Issuer acting in its non-Fiduciary capacity, the Issuer, the Compartment Assets, the Collateral, the security arrangements, each Related Agreement Counterparty, each Related Agreement, or (ii) in the case of the Issuer acting in its Fiduciary capacity, the Fiduciary, the Fiduciary Assets, each Fiduciary Assets Obligor, each Fiduciary Asset Agreement, or other agreement entered into by the Issuer in respect of the Relevant Instrument and all other relevant market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Relevant Instrument as well as their personal circumstances. The Issuer, the Arranger and (with respect to the Issuer in its non-Fiduciary capacity) the Security Trustee disclaim any responsibility to advise purchasers of Relevant Instruments of the risks and investment considerations associated with the purchase of the Relevant Instrument as they may exist at the date of this Base Prospectus or from time to time thereafter. However, as part of such independent investigation and analysis, prospective purchasers of Relevant Instruments should consider all the information set forth in this Base Prospectus, including the considerations set forth below.

An investment in the Relevant Instrument involves risks. These risks may include, among others, exposure to equity markets, bond markets, foreign exchange markets, interest rate markets and market volatility, investment risk and political risks (which may include a change of tax treatment) and any combination of these and other risks. Some of these are briefly discussed below. Prospective purchasers should be experienced with respect to transactions involving instruments such as the Relevant Instrument, in terms of both the risks associated with the economic terms of the Relevant Instrument and the risks associated with the way in which the issue of the Relevant Instrument is structured. Prospective purchasers should understand the risks associated with an investment in the Relevant Instrument and should only reach an investment decision after careful consideration, with their legal, tax, accounting and other advisers, of (i) the suitability of an investment in the Relevant Instrument in the light of their own (and, if it is acquiring the Relevant Instrument in a fiduciary capacity, the beneficiary's) particular financial, fiscal and other circumstances, (ii) the information set out in this Base Prospectus and any Issue Terms and (iii) if applicable, the Collateral, the Compartment Assets or the Fiduciary Assets, as the case may be, any Related Agreements or Fiduciary Asset Agreements, as the case may be. Nothing in this Base Prospectus should be construed as advice.

PROSPECTIVE PURCHASERS OF THE RELEVANT INSTRUMENT SHOULD RECOGNISE THAT THE RELEVANT INSTRUMENT MAY DECLINE IN VALUE AND SHOULD BE PREPARED TO SUSTAIN A TOTAL LOSS OF THEIR INVESTMENT IN THE RELEVANT INSTRUMENT.

An investment in the Relevant Instrument should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the underlying, as the return of any such investment will be dependent, inter alia, upon such changes. More than one risk factor may have simultaneous effect with regard to the Relevant Instrument such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Relevant Instrument.

2.1 Market Factors

(a) Value of the Underlying with respect to the Fiduciary

Prospective purchasers of the Fiduciary Instruments should be aware that an investment in the Fiduciary Instruments involves valuation risk as regards the Underlying. Prospective purchasers should be experienced with transactions in Instruments which derive their market value and/or any interest and/or redemption amounts from underlying securities, equities and/or other assets or indices (each, an “**Underlying**”). The value of the Underlying may vary over time and may increase or decrease by reference to a variety of factors, including corporate actions, macro-economic factors and speculation. Where the Underlying is a basket comprised of various assets, fluctuations in the value of any one asset may be offset or intensified by fluctuations in the value of other assets which comprise the Underlying. Financial and other information about the Underlying may be available from publicly available sources, but no representation is made with respect thereto by the Fiduciary, the Arranger, the Programme Calculation Agent, any Dealer, any Swap Counterparty, any Option Counterparty, any Repurchase Counterparty, any Calculation Agent, or any of their respective Affiliates as to the accuracy or completeness of any such information.

(b) With regards to the Fiduciary, the historical performance of the Underlying is not an indication of its future performance

The historical performance of the Underlying is not indicative of the future performance of the underlying. Changes in the value of the Underlying will affect the trading price of the Fiduciary Instruments, but it is impossible to predict whether the market value of the Underlying will rise or fall.

(c) Exchange rates

Prospective purchasers of the Relevant Instruments should be aware that an investment in the Relevant Instruments may involve exchange rate risks. For example, (i) with respect to the Fiduciary only, the Underlying may be denominated in a currency other than that of the Relevant Currency for the Fiduciary Instruments; (ii) the Relevant Instruments may be denominated in a currency other than the currency of the purchaser’s home jurisdiction; and/or (iii) the Relevant Instruments may be denominated in a currency other than the currency in which a purchaser wishes to receive funds.

Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro-economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Relevant Instruments.

(d) Interest Rates

Interest rates are affected by macro-economic factors, speculation and central bank and government intervention. Fluctuations in short term and/or long term interest rates may affect the value of the Relevant Instruments. Fluctuations in interest rates of the currency in which the Relevant Instruments are denominated and/or (with respect to the Fiduciary only) fluctuations in interest rates of the currency or currencies in which the Underlying may be denominated may affect the value of the Relevant Instrument.

With respect to the Fiduciary, if the Underlying is a fixed income security, the value of the Relevant Instrument would be expected to be affected by interest rate fluctuations.

- (e) with regards to the Fiduciary, Market Volatility

Market volatility reflects the degree of instability and expected instability of the performance of the Underlying. The level of market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for Fiduciary Instruments which offer investors protection against such market volatility. The prices of these Fiduciary Instruments are determined by forces of supply and demand in the options and derivative markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macro-economic factors and speculation.

2.2 **Mandatory Redemption**

Investors should note that the Calculation Agent will be responsible for determining, in a commercially reasonable manner, the events that would trigger a Mandatory Redemption or Mandatory Cancellation as applicable pursuant to the Relevant Conditions of any Relevant Instruments and other calculations and adjustments which may be required pursuant to such Relevant Conditions. Moreover, where a Mandatory Redemption or Mandatory Cancellation is deemed to have occurred, the Issuer may elect (if applicable) that, in addition to the Affected Collateral, some or all of the remaining Secured Collateral or Unsecured Collateral, as the case may be, shall also constitute the Repayable Assets. Such election by the Issuer shall be in its sole and absolute discretion.

2.3 **Prepayment Considerations**

Although the Relevant Instrument are scheduled to be redeemed on the Scheduled Maturity Date (in the case of Notes) or may be exercised on the Final Exercise Date (in the case of Certificates or Warrants) or earlier, if so provided, the Relevant Instrument may be redeemed or cancelled sooner pursuant to a mandatory redemption or mandatory cancellation or, following an acceleration of such Relevant Instruments or otherwise be redeemed or exercised earlier than otherwise as provided in the Relevant Conditions. Other circumstances include any change in the accounting, tax, legal or regulatory treatment applicable to the Relevant Instrument or any hedging transaction of the Issuer, the Programme Calculation Agent or the Arranger or any affiliate of the Programme Calculation Agent or the Arranger or the Regulatory Redemption/Cancellation Counterparty in respect of the Relevant Instrument.

2.4 **No obligation to gross up payments**

All payments by the Issuer in respect of the Relevant Instrument will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or an account of, any tax, duty or other charge whatsoever). In such event the Issuer will not be required to pay any additional amounts in respect of such deduction or withholding.

Purchasers of Relevant Instruments should conduct such independent investigation and analysis regarding the tax treatment of the Relevant Instrument, as they deem appropriate to evaluate the merits and risks of an investment in the Relevant Instrument. Tax risks include, without limitation, a change in any applicable law, treaty, rule or regulation or the interpretation thereof by any relevant authority which may adversely affect payments in respect of the Relevant Instrument.

2.5 **Secured or Unsecured Instruments**

With respect to the Issuer in its non-Fiduciary capacity, each Series of Secured Instruments, unless otherwise stated in the Issue Terms, (i) will be secured by a first fixed charge on and/or an assignment of and/or security interest in favour of the Security Trustee (as defined in the relevant Issue Deed) over or in respect of the relevant Compartment Assets, (ii) will be secured

by a first fixed charge in favour of the Security Trustee over the Issuer's rights to all funds held from time to time by the Agents for payments due under the Secured Instruments of such Series and (iii) may be secured by an assignment in favour of the Security Trustee of the Issuer's rights under any Related Agreement, together with such additional security if any, as may be described in the relevant Issue Terms.

With respect to the Issuer in each of its Fiduciary and its non-Fiduciary capacities, each Series of Unsecured Instruments will provide investors with the rights afforded to them under the Securitisation Law and (with respect to the Issuer in its Fiduciary capacity only) the Fiduciary Law, in respect of (i) rights in respect of the relevant Compartment Assets or the Fiduciary Assets, as the case may be, (ii) the Issuer's rights to all funds held from time to time by the Agents (as defined herein) for payments due under Unsecured Instruments of such Series and (iii) rights under any Related Agreement or Fiduciary Asset Agreement, as the case may be, as may be described in the relevant Issue Terms. In the case of Unsecured Instruments, the Relevant Instrumentholders of the relevant Series may be subject to competing claims in the case that a jurisdiction (other than Luxembourg), to which any Compartment Assets or the Fiduciary Assets, as the case may be, are subject, does not recognise the segregation of assets as provided for in the Securitisation Law and/or the Fiduciary Law.

2.6 Listing and the Secondary Market

Although application may be made (i) to trade Instruments of a Series on the Euro MTF market and list instruments on the Official List of the Luxembourg Stock Exchange, (ii) to list and trade Instruments of a Series on the Open Market of the Frankfurt Stock Exchange and/or (iii) to list and trade Instruments of a Series on the Third Market of the Vienna Stock Exchange, or other stock exchange(s), due to possible liquidity constraints a secondary market may not develop in respect of any Series of the Relevant Instrument.

If such Relevant Instruments are listed or quoted, no assurance is given that any such listing or quotation will be maintained. The fact that any Relevant Instruments may be listed or quoted does not necessarily lead to greater liquidity than if they were not listed or quoted.

If a Series of Relevant Instruments is not listed or traded on any exchange, pricing information for such Relevant Instruments may be more difficult to obtain and the liquidity of such Relevant Instruments may be adversely affected.

The liquidity of such Relevant Instruments may also be affected by restrictions on offers and sales of such Relevant Instruments in some jurisdictions.

The Arranger may, but is not obliged to, at any time purchase Relevant Instruments at any price in the open market or by tender or private agreement. Any Relevant Instruments so purchased may be held or resold or surrendered for cancellation. Since the Arranger may be the only market-maker in the Relevant Instrument of a Series, the secondary market may be limited. The more limited the secondary market is, the more difficult it may be for holders of the Relevant Instrument to realise value for the Relevant Instrument prior to the exercise, expiration or maturity date (as the case may be).

Final Redemption Amounts, Early Redemption Amounts and Cash Settlement Amounts will only be payable or deliverable upon the Maturity Date or the Settlement Date (as applicable), subject to the Relevant Conditions, the risk factors mentioned in this Base Prospectus, the risk factors mentioned in the relevant Issue Terms. The value of the relevant Compartment Assets or the Fiduciary Assets (as applicable) on any other day (or the market price of such Relevant Instruments on any day) may not necessarily be reflected in the Final Redemption Amount, Early Redemption Amount or Cash Settlement Amount of each of the Relevant Instrument payable on such Maturity Date, Settlement Date or Redemption Date.

2.7 **Relevant Notes where Denominations involve integral multiples**

In relation to any issue of Relevant Notes which have denominations consisting of a minimum Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Relevant Notes may be traded in amounts in excess of the minimum Denomination that are not integral multiples of such minimum Denomination. In such a case, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Denomination in his account with the relevant clearing system at the relevant time may not receive a Relevant Definitive Bearer Note or Relevant Definitive Registered Note in respect of such holding (should definitive Relevant Notes be printed) and would need to purchase a principal amount of Relevant Notes such that its holding amounts to a minimum Denomination.

If Relevant Definitive Bearer Notes or Relevant Definitive Registered Notes are issued, holders should be aware that definitive Relevant Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

2.8 **The terms and conditions of the Relevant Securities do not allow a Securityholder to transfer a number of Relevant Securities less than the Minimum Trading Amount**

The terms and conditions of a Relevant Security only allow a Securityholder to transfer, in any single transaction, a number of Relevant Securities greater than or equal to the Minimum Trading Amount. If a Securityholder holds a number of Relevant Securities less than the Minimum Trading Amount, under the terms of the Relevant Securities, it will not be able to transfer the Relevant Securities it holds, and will be required to hold such Relevant Securities until the Final Exercise Date.

2.9 **Conflict of Interest**

The Swap Counterparty and Option Counterparty: Any counterparty and any of its Affiliates is acting or may act in a number of capacities in connection with the issue of Relevant Instruments. The counterparty and any of its Affiliates acting in such capacities in connection with the issue of Relevant Instruments shall have only the duties and responsibilities expressly agreed to by it in the relevant capacity and shall not, by virtue of its or any other Affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity.

The interests of any counterparty, the holders of Relevant Instruments and the other Secured Parties may differ in certain circumstances. The Issue Deed contains provisions for convening meetings of holders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Relevant Instrument. A resolution in writing signed by or on behalf of the holders of more than 50 per cent. in number of the Relevant Instrument for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Instrumentholders.

2.10 **Regulatory Risk**

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the financial industry. This has resulted in a raft of measures (some of which are outlined below) for increased regulation that are currently at various stages of implementation and which may have an adverse impact on the Issuer and/or Instruments.

(a) U.S. Dodd-Frank Act

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act, enacted 21 July 2010 ("**Dodd-Frank**"), establishes a new U.S. regulatory regime for derivatives contracts, including swaps, security-based swaps and mixed swaps (generically referred

to in this risk factor as “swaps”). Among other things, Title VII provides the U.S. Commodity Futures Trading Commission (“**CFTC**”) and the U.S. Securities and Exchange Commission with jurisdictional and regulatory authority over a wide array of different types of swaps, requires the establishment of a comprehensive registration and regulatory framework applicable to dealers and other major market participants in swaps, requires many types of swaps to be exchange-traded or executed on swap execution facilities and cleared, and contemplates the imposition of capital requirements and margin requirements for uncleared swaps. Implementation of Dodd-Frank requires lengthy rulemaking processes that will ultimately result in the adoption of a variety of new regulations potentially applicable to transactions entered into between the Issuer and a Swap Counterparty under a Swap Agreement. It is therefore difficult to predict whether and to what extent the business of the Issuer in respect of the Relevant Instrument will be affected by Dodd-Frank as implementing regulations are finalised over time and come into effect.

Prospective investors should be aware that the regulatory risks associated with Dodd-Frank are material and that the Issuer and the Relevant Instrument could be adversely affected thereby. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by Dodd-Frank and the rules to be promulgated thereunder in making any investment decision in respect of the Relevant Instrument.

(b) European Market Infrastructure Regulation

European Market Infrastructure Regulation (EU) No 648/2012 of the European Parliament and Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 (as amended by Regulation (EU) 2019/834 of the European Parliament and Council amending Regulation (EU) No 648/2012 dated 20 May 2019, which comes into force on 17 June 2019, “**EMIR**”) introduces a number of obligations on certain counterparties to derivatives contracts including (i) a mandatory clearing obligation for certain classes of OTC derivatives contracts (the “**Clearing Obligation**”); (ii) collateral exchange and other risk mitigation requirements for OTC derivatives contracts not subject to clearing (the “**Risk Mitigation Requirements**”); and (iii) certain reporting requirements. In general, the application of such regulatory requirements in respect of swap agreements entered into by the Issuer will depend on the classification of the counterparties to such derivative transaction.

Pursuant to EMIR, counterparties can be classified as: (i) financial counterparties (“**FC**”), which are either above the “clearing threshold” (“**FC+**”) or below the “clearing threshold” (“**FC-**”), or (ii) non-financial counterparties (“**NFC**”) which are either above the “clearing threshold” (“**NFC+**”) or below the “clearing threshold” (“**NFC-**”). Only FC+ and NFC+ entities may be subject to the Clearing Obligation. To the extent that the relevant derivatives transactions are not subject to clearing, the collateral exchange obligation does not apply to NFC- entities, but does apply to FC- entities.

The Issuer is currently an NFC-, although a change in its position cannot be ruled out. Should the status of the Issuer change to NFC+ or FC+, this may result in the application of the Clearing Obligation, the collateral exchange obligation and other Risk Mitigation Requirements, although it seems unlikely that any swap agreement entered into by the Issuer would be a relevant type of OTC derivative contract that would be subject to the Clearing Obligation under the relevant implementing measures made to date. It should also be noted that the collateral exchange obligation should not apply in respect of any swap agreement entered into prior to the relevant application date unless such a swap is materially amended on or after that date.

If the classification of the Issuer changes and, to the extent relevant, one or more of the swap agreements is regarded as being in-scope, then such swap agreement entered into or materially amended at a relevant time may become subject to the Clearing Obligation or (more likely) to the collateral exchange obligation. Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with these obligations if applicable, which may (i) lead to regulatory sanctions, (ii) adversely affect the ability of the Issuer to continue to be party to the relevant swap agreements (possibly resulting in a restructuring or termination of such swap agreements) or to enter into such swap agreements and/or (iii) significantly increase the cost of such arrangements, thereby negatively affecting the ability of the Issuer to hedge certain risks. As a result, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors' receiving less interest or principal than expected.

It should also be noted that further changes may be made to the EMIR framework in the future, including in respect of counterparty classification, and no assurances can be given that any such changes would not (amongst other things) cause the status of the Issuer to change and lead to the potentially adverse consequences outlined above.

(c) Alternative Investment Fund Managers Directive

The E.U. Alternative Investment Fund Managers Directive ("**AIFMD**") provides, among other things, that all alternative investment funds ("**AIFs**") must have a designated alternative investment fund manager ("**AIFM**") with responsibility for portfolio and risk management. If the AIFMD were to apply to the Issuer, the Arranger would need to be appropriately regulated and certain duties and responsibilities will be imposed on the Arranger in respect of the Issuer and the Relevant Instrument. Such duties and responsibilities, were they to apply, may result in additional costs and expenses being incurred by the Arranger. If the Arranger was to fail to, or be unable to, be appropriately regulated, the Arranger may not be able to perform its obligations (whether in its capacity as Arranger or otherwise) in respect of the Relevant Instrument. Any regulatory changes arising from implementation of the AIFMD that impairs the ability of the Arranger or any of its Affiliates to act in respect of the Programme may adversely affect the Issuer's ability to perform its obligations in respect of the Relevant Instrument. The Issuer does not intend to be an AIF and consequently it is not anticipated that AIFMD will have a direct impact on the Relevant Instrument, but this cannot be assured as a result of uncertainty surrounding the interpretation of AIFMD by relevant regulatory authorities.

(d) Regulation and reform of LIBOR and EURIBOR and other interest rate and index "Benchmarks"

The London Inter-Bank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates and indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are yet to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Relevant Instruments linked to such a benchmark.

On 17 May 2016, the Council of the European Union adopted the EU regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds. Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 (the "**Benchmark Regulation**") entered into force on 30 June 2016 and, subject to certain transitional provisions, has applied across the EU since 1 January 2018.

The Benchmark Regulation could have a material impact on Relevant Instruments linked to a benchmark rate, including in any of the following circumstances:

- (i) a rate which is a benchmark could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the equivalence conditions, is not recognised pending such a decision and is not endorsed for such purpose. In such event, depending on the particular benchmark and the applicable terms of the Relevant Instrument, the Relevant Instrument could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted; and
- (ii) the methodology or other terms of the benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Relevant Instrument, and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR or EURIBOR was available.

In addition, the occurrence of an Administrator/Benchmark Event may cause early redemption, cancellation or adjustment of the Relevant Instruments. An Administrator/Benchmark Event may occur in any of the following circumstances: (i) if a benchmark is changed or cancelled, (ii) the relevant authorisation, registration, recognition, endorsement, equivalence or approval in respect of the benchmark or the administrator of the benchmark is not obtained, (iii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iv) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn.

In the event that the Relevant Instruments are early redeemed as a result of an Administrator/Benchmark Event, the proceeds of sale or realisation of the relevant Compartment Assets or Fiduciary Assets, as the case may be, and/or the proceeds of termination of any Related Counterparty Agreements or Fiduciary Asset Agreements, as the case may be, may not be sufficient to fund in full the amount payable in respect of each Relevant Instrument in connection with early redemption as a result of an Administrator/Benchmark Event, where such an amount is calculated in accordance with Note Condition 5.5, Security Condition 7.5, Fiduciary Note Condition 6.4 or Fiduciary Security Condition 8.4, as the case may be, or the applicable Issue Terms, and investors may receive a return significantly less than their initial investment (or even zero).

More broadly, any of the international reform of benchmarks (both proposed and actual) described above, there are numerous other proposals, initiatives and investigations which may impact benchmarks. For example, in the United Kingdom, the national government has extended the legislation originally put in place to cover LIBOR to regulate a number of additional major UK-based financial benchmarks in the fixed income, commodity and currency markets, which could be further expanded in the future. The Financial Stability Board through its Official Sector Steering Group (OSSG) is undertaking work to promote the development and adoption of alternative nearly risk-free reference rates (RFRs) such as the Secured Overnight Financing Rate (SOFR). The United Kingdom Financial Conduct Authority ("**FCA**") announced on 27 July 2017 that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. As the 2021 deadline approaches, there will be increasing pressure on

financial institutions to develop fallback language and anticipate moving to an alternative RFR. Prior to the 2021 deadline, LIBOR could become unrepresentative (for example, because of reduced input data on a continuing basis) to such an extent that LIBOR would cease to be a compliant benchmark for the purposes of the Benchmark Regulation. Any such development could have a material adverse effect on any Relevant Instruments linked to LIBOR.

In addition, if the UK withdraws from the EU without an agreement, then the authorisation of LIBOR's administrator, ICE Benchmark Administration Limited, may cease to be valid for the purposes of the EU Benchmark Regulation. This would restrict the ability of supervised entities in the EU to use LIBOR as a benchmark, subject to transitional provisions which would permit use until 31 December 2019. On 25 February 2019, the European Commission and the Council of the EU published a press release announcing a provisional political agreement on a proposal to extend the Benchmark Regulation transitional provisions for critical and third country benchmarks by 2 years until the end of 2021.

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or lead to the disappearance of certain benchmarks. The disappearance of a benchmark or changes in the manner of administration of a benchmark could result in an adjustment to the terms and conditions, early redemption or cancellation, discretionary valuation by the Calculation Agent, delisting or other consequences in relation to the Relevant Instrument linked to such benchmark. Any such consequence or changes made in response to the risks outlined above could have a material adverse effect on the value of and return on any such Relevant Instruments.

2.11 Risks of the United Kingdom leaving the European Union

On 23 June 2016 the United Kingdom held a referendum to decide on its membership of the European Union. The United Kingdom voted to leave the European Union and the UK Government invoked article 50 of the Lisbon Treaty relating to withdrawal on 29 March 2017. Under article 50, the Treaty on the European Union and the Treaty on the Functioning of the European Union cease to apply in the relevant state from the date of entry into force of a withdrawal agreement, or, failing that, two years after the notification of intention to withdraw. On 10 April 2019 this date was extended to 31 October 2019, subject to a review to be held on 30 June 2019. There are a number of uncertainties in connection with the future of the United Kingdom and its relationship with the European Union. The terms and timing of the United Kingdom's exit from the European Union are still unclear and it is not possible to determine with certainty the impact that the referendum, the United Kingdom's departure from the European Union and/or any related matters may have on the business of the Issuer. Continued uncertainty means that, among others, there is a risk of instability in global financial and foreign exchange markets, including volatility in the pound sterling or euro. As such, no assurance can be given that such matters would not adversely affect the business, financial condition and results of operations of the Company.

If the UK withdraws from the European Union without an agreement (a "no-deal" scenario), the authorisation of LIBOR's administrator, ICE Benchmark Administration Limited, may cease to be valid for the purpose of the Benchmark Regulation. The proposed UK Benchmark Regulation will enable the FCA to set up a public register of FCA approved administrators and benchmarks. Supervised entities will only be able to use benchmarks that have been provided by an authorised or registered administrator, or if provided by a third country administrator, have been

approved via recognition and endorsement. This may trigger an Administrator/Benchmark Event which requires an update to the Transaction Documents. See 2.10 (d) above for further implications of changes under the Benchmark Regulation and the impact of the United Kingdom leaving the European Union on LIBOR.

3. RISK FACTORS RELATING TO COLLATERAL OR COMPARTMENT ASSETS OR FIDUCIARY ASSETS

3.1 Illiquid Secured Collateral or Unsecured Collateral

The Secured Collateral (with respect to the Issuer in its non-Fiduciary capacity only) or Unsecured Collateral, as applicable, may comprise or include privately placed, unlisted securities or domestic securities or other assets which are not admitted to any trading market and which are not readily realisable and therefore following an Early Redemption or an Event of Default the proceeds of any sale to distribute to Instrumentholders may be limited.

3.2 Credit Risk of Counterparties

In certain cases the security for the Relevant Instrument may be limited to the claims of the Issuer against any Related Agreement Counterparty or Fiduciary Assets Obligor, as the case may be, under a Related Agreement or Fiduciary Asset Agreements, as the case may be, or against other relevant parties under any other agreements.

In such cases, the ability of the Issuer to make payments with respect to the Relevant Instrument may depend on the performance of a Related Agreement Counterparty or Fiduciary Assets Obligor, as the case may be, under a Related Agreement or Fiduciary Asset Agreement, as the case may be, which will in turn depend in part on the creditworthiness of the relevant Related Agreement Counterparty or Fiduciary Assets Obligor, as the case may be. The insolvency of a Related Agreement Counterparty or Fiduciary Assets Obligor, as the case may be, or a default by a Related Agreement Counterparty or Fiduciary Assets Obligor, as the case may be, under a Related Agreement or Fiduciary Asset Agreement, as the case may be, could adversely affect the ability of the Issuer to make payments with respect to the Relevant Instrument.

3.3 Risks relating to Luxembourg Collateral Custodian

Compartment Assets or Fiduciary Assets, as the case may be, represented by fungible book-entry securities held by the Luxembourg Collateral Custodian are subject to the provisions of the Luxembourg law of 1 August 2001 on the circulation of securities and other financial instruments, as amended (the "**Fungible Securities Law**"). Pursuant to the Fungible Securities Law, the Collateral Custodian is obliged to segregate fungible book-entry securities deposited by its customers from its own assets and booked off balance sheet. In this respect, the Issuer has a right against the Collateral Custodian for the delivery of fungible book-entry securities equivalent to the Compartment Assets or Fiduciary Assets, as the case may be, (represented by fungible book-entry securities) deposited by the Issuer with the Collateral Custodian, in connection with the Relevant Instruments Series. Such right may be exercised on a pro rata basis with the other depositors of equivalent (interchangeable) fungible book-entry securities held by the Collateral Custodian.

3.4 Allocation of Compartment Assets or Fiduciary Assets

To the extent that there exists more than one tranche of Relevant Instruments for a particular Series of Relevant Instruments, purchasers of Relevant Instruments shall be deemed fully aware that each tranche is collateralised upon the same Compartment Assets or the same Fiduciary Assets, as the case may be.

3.5 Country and Regional Risk

The price and value of any Secured Collateral or Unsecured Collateral, as applicable, may be influenced by the political, financial and economic stability of the country and/or region in which the issuer of or obligor in respect of the Secured Collateral or Unsecured Collateral, as applicable, is incorporated or has its principal place of business or of the country in the currency of which the Secured Collateral or Unsecured Collateral, as applicable, is denominated. In certain cases the price and value of assets originating from countries not ordinarily considered to be emerging markets countries may behave in a manner similar to those of assets originating from emerging markets countries.

4. RISK FACTORS RELATING TO INDEX LINKED RELEVANT INSTRUMENTS

The Issuer may issue Index Linked Relevant Instruments where the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest or other interim amounts payable is dependent upon the level of or changes in the level of an index or basket of indices. The index or indices may comprise of reference equities, notes, other securities, property, currency exchange rate or other assets or bases of reference, and may be a well-known and widely published index or indices or an index or indices established by the Issuer or another entity which may not be widely published or available. An investment in Index Linked Relevant Instruments will entail significant risks not associated with a conventional fixed rate or floating rate security.

The level of an Index is based on the value of the assets or reference bases notionally comprised in such Index, although prospective investors should note that the level of the Index at any time may not include the reinvestment of the yield (if any) on the assets or reference bases notionally comprised in the Index. Prospective investors should understand that global economic, financial and political developments, among other things, may have a material effect on the value of the assets or reference bases notionally comprising such Index and/or the performance of the Index.

Fluctuations in the value of an Index and changes in the price or market value or level of the assets or reference bases notionally contained in an Index and/or changes in the circumstances of the issuers or sponsors of such assets or reference bases, might have an adverse effect on the level of an Index and affect the value of Relevant Instruments.

Potential investors in Index Linked Relevant Instruments should be aware that depending on the terms of the Index Linked Securities (i) they may receive no or a limited amount of interest (or other periodic payments), (ii) payments may occur at a different time than expected and (iii) except in the case of Relevant Instruments which are principally protected at maturity, they may lose all or a substantial portion of their investment if the value of the index/indices do not move in the anticipated direction.

In addition, the movements in the level of the index or indices may be subject to significant fluctuations that may not correlate with changes in economic factors, including changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an index or result of a formula, the greater the effect on yield.

The components of an Index may represent values of only one or a few countries or industries. In addition, even where a large number of countries or industries are represented, an unequal weighting of those in the Index is possible. This means that if a country or industry in the Index experiences an unfavourable development then such Index may be disproportionately affected by it.

Prospective investors should also note that dividends or periodic payments (if any) paid to holders of the assets in an Index may not be taken into account in the Index or the Relevant Instrument. Consequently, the return on the Relevant Instrument may not reflect any dividends which would be paid to investors that had made a direct investment in the assets comprised in the Index. Consequently, the return on the Relevant Instrument may be less than the return from a direct investment in the assets comprised in the Index.

If the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable, or other amount, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices on the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable, or other amount, will be magnified.

If the Calculation Agent determines that an event giving rise to a Disrupted Day has occurred at any relevant time, such determination may have an effect on the timing of valuation and consequently the value of the Relevant Instrument and/or may delay settlement in respect of the Relevant Instrument. Prospective purchasers should review the Relevant Conditions of the Relevant Instrument and the applicable Issue Terms to ascertain whether and how such provisions apply to the Relevant Instrument.

The market price of Index Linked Relevant Instruments may be volatile and may depend on the time remaining to the redemption date or exercise date (as applicable) and the volatility of the level of the index or indices. The level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded.

Decisions or determinations made by the Index Sponsor regarding an Index may have a negative impact on the value of the Relevant Instrument. This may lead to an Index level differing substantially from the one that would have been obtained had the Index Sponsor arrived at different decisions or determinations.

The Issuer shall have no liability to the Instrumentholder for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index.

Changes in the composition of an Index or in some other regard might entail costs or otherwise have the effect of lowering the level or value of the Index, and thereby also the value of the Relevant Instrument.

Where the composition of an Index is supposed to be published on an internet site (as provided for in the Index or the applicable Issue Terms) or in other media, such publication might not always show the Index's up-to-date composition since updates may be posted with a delay.

5. RISK FACTORS RELATING TO EQUITY LINKED RELEVANT INSTRUMENTS

The Issuer may issue Equity Linked Relevant Instruments where the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest or other interim amounts payable are dependent upon the price of or changes in the price of underlying shares or in a underlying basket of shares. Accordingly, an investment in Equity Linked Relevant Instruments may bear similar market risks to a direct equity investment and investors should take advice accordingly. An investment in Equity Linked Relevant Instruments will entail significant risks not associated with a conventional debt security.

Potential investors in Equity Linked Relevant Instruments should be aware that depending on the terms of the Equity Linked Relevant Instruments (i) they may receive no or a limited amount of interest (or other periodic payments), (ii) payments may occur at a different time than expected and (iii) except in the case of Relevant Instruments which are principally protected at

maturity, they may lose all or a substantial portion of their investment if the value of the share(s) do not move in the anticipated direction.

In addition, the movements in the price of the underlying share or underlying basket of shares may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the underlying share or underlying shares may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the underlying share or underlying shares, the greater the effect on yield.

If the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable, or any Cash Settlement Amount or other amount are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the share or shares on the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable, or other amount, will be magnified.

If the Calculation Agent determines that an event giving rise to a Disrupted Day has occurred at any relevant time any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay settlement in respect of the Fiduciary Instrument. Prospective purchasers should review the relevant Terms and Conditions of the Relevant Instruments and the applicable Issue Terms to ascertain whether and how such provisions apply to the Relevant Instrument.

The market price of Equity Linked Relevant Instruments may be volatile and may be affected by the time remaining to the redemption date or exercise date (as applicable), the volatility of the share or shares, the dividend rate (if any) and the financial results and prospects of the issuer or issuers of the relevant share or shares as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such shares may be traded.

No issuer of the relevant share(s) will have participated in the preparation of the relevant Issue Terms or in establishing the terms of the Equity Linked Relevant Instruments and none of the Issuer nor any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of shares contained in such Issue Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Issue Terms) that would affect the trading price of the share will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the share and therefore the trading price of the Relevant Instrument.

Holders of Equity Linked Relevant Instruments will not have voting rights but may have rights to receive dividends or distributions and other rights with respect to the relevant shares to which such Relevant Instruments relate.

6. RISK FACTORS RELATING TO FUND LINKED RELEVANT INSTRUMENTS

The Issuer may issue Fund Linked Relevant Instruments where the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable are dependent upon the price or changes in the price of fund share(s) or unit(s) or where, depending on the price or changes in the price of fund share(s) or unit(s), the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Fund Linked Relevant Instruments may bear similar market risks to a direct fund investment and investors should take advice accordingly. An investment in Fund Linked Relevant Instruments will entail significant risks not associated with a conventional security.

Potential investors in Fund Linked Relevant Instruments should be aware that depending on the terms of the Fund Linked Relevant Instruments (i) they may receive no or a limited amount of interest (or other periodic payments) (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of Relevant Instruments which are principally protected at maturity, they may lose all or a substantial portion of their investment if the value of the fund share(s) or unit(s) do not move in the anticipated direction.

In addition, the movements in the price of fund share(s) or unit(s) may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the fund share(s) or unit(s) may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the fund share(s) or unit(s), the greater the effect on yield.

Despite the fact that, in relation to any Fund, a net asset value may be published, potential investors should be aware that in most cases payments on the Fund Linked Relevant Instruments will be determined by reference to amounts that would be received by a hypothetical investor in the relevant Fund. Any such amounts may be significantly different from amounts calculated by reference to the net asset value of the relevant Fund. In addition, potential investors should be aware that, in relation to payments due on Fund Linked Relevant Instruments which are determined by reference to amounts that would be received by a hypothetical investor, where such hypothetical investor would receive payments after their scheduled payment date, corresponding delays may also be made to equivalent payments on the Fund Linked Relevant Instruments.

As part of its investment policy, a Fund might invest in assets that are largely illiquid. A possible consequence of this is that the Fund is not able to sell these assets at the planned time, or can only do so at a lower price. If the planned sale is delayed, the value of the asset concerned can change substantially between the planned and actual time of sale. In the event of a negative change, the fund's net asset value may also decline. Such a delay may also create difficulties in calculating the fund's net asset value. Any such delayed calculation may entail further unfavourable consequences for the Holders.

Investors should be aware that a Fund that pursues "alternative investment strategies" (for example, a hedge fund) also bears the risks specific to such types of investment strategy. These may include one or more of the following: lack of transparency, inadequate investment restrictions, concentration of risks, leverage, use of derivatives, short sales and trading in illiquid instruments. In addition, the fund manager is often unable to offer any protection against the risk of fraud or misrepresentation by a trading consultant, asset manager or other service provider of the fund.

Furthermore, investors should be aware that the Fund may either invest directly in the assets or may reference the assets' performance using a multitude of hedging strategies and/or mathematical modelling techniques. These strategies and techniques can change over time. They may also be speculative in nature, prove ineffective, or entail a substantial risk of loss. It may be difficult to obtain valuations of products to which such strategies and/or techniques are applied. Furthermore, the loss in value regarding such products may be greater than with other investments. Alternative investment vehicles are often unregulated, offer only limited information about their activities, may charge high costs, commissions and fees (including fees charged on the basis of unrealised profits), have no minimum credit standards, pursue short-selling strategies, use external resources to a large degree, and offer securities relating to accounts not managed separately.

Valuation errors in calculating the net asset value of investment vehicles contained in a fund of funds affect the calculation of that fund of fund's net asset value and the relevant redemption proceeds. A fund of funds may invest in vehicles that are not quoted in recognised securities

markets or are traded over-the-counter. In these cases, the net asset value of the investment vehicle as calculated by its manager is used to calculate the net asset value of the fund of fund. Should the data obtained be erroneous in any way, this can have a substantial impact on the fund of fund's net asset value and the relevant redemption proceeds. The manager of an investment vehicle might calculate the respective net asset value with delays, in which case the calculation of the net asset value per share of the fund of fund can be based on the estimated net asset value per share of such vehicle. The estimated net asset value can differ from the final one published later. Since a Fund may invest in shares of investment vehicles that are not publicly quoted and can only be acquired through the management companies or administrators, obtaining confirmations of the execution of orders to buy or sell investments can also be delayed. The determination of the net asset value can be based on such orders to buy or sell investments even before confirmation of the actual execution has been received. If such a confirmation does not precisely correspond to the orders issued, this can have a substantial impact on the net asset value and thus the relevant redemption proceeds.

The relevant Fund may concentrate its assets on certain countries, industries or investment classes. In this case it can be subject to greater fluctuations in value than if it diversified the risks among lines of business, regions and countries. The value of investments in certain countries, industries and investment classes may be very volatile within brief periods of time.

The relevant Fund may be subject to substantial currency risks. Even a Fund's hedging transactions may not exclude such risks. Funds that invest in lightly regulated, narrow and exotic markets face certain risks. For example, some markets can face government actions resulting in the full or partial loss of the invested asset or attachment of the asset invested there. These markets might also be regulated less reliably than others.

Funds might be subject to no supervision or may invest in vehicles that are themselves unsupervised. Conversely, the introduction of supervision over previously unregulated funds can result in substantial disadvantages for them.

A large number of subscription or repurchase orders with the Fund by investors can lead to either an accelerated sale or temporary dilution of assets and higher fees for the remaining investors or "gating" where such orders are only satisfied in part, with others being delayed.

If the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable, or other amounts, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the fund share(s) or unit(s) on the Early Redemption Amount, Final Redemption Amount, Cash Settlement Amount or interest payable, or other amounts, will be magnified.

The price of unit(s) or fund share(s) may be affected by the performance of the fund service providers, and in particular the investment adviser.

Funds regularly charge fees (such as management fees) that lower the redemption proceeds used to determine the redemption, cancellation and/or interim amounts under the Relevant Instrument. In addition, other fees and expenses can be incurred that are charged by third persons employed by the fund manager to provide services connected to the Fund (such as custodian bank fees, fees for investment advice and auditing). Furthermore, the fund manager, asset manager or investment consultant may charge a performance-related fee.

There may also be fees incurred at the level of the assets held by a Fund that lower the value of these assets, and thereby also indirectly lower the net asset value of the Fund itself. Such fees occur especially if the Fund for its part invests in other funds (a fund of funds) or other investment vehicles or instruments entailing fees.

These fees may lower the net asset value of the fund, and thereby also indirectly lower the redemption, cancellation and/or interim amounts under the Relevant Instrument.

Certain conflicts of interest may occur in connection with a Fund's business activities. With a manager or consultant of the Fund, potential conflicts of interest may arise due to fee refunds or other benefits. In addition, advisers of the Fund and their employees may perform management, trading or consulting services for other accounts. Where investments are lucrative, one of these people might be tempted to initially favour the portfolios yielding the highest fees.

Similarly, fund advisors and their employees or senior officials may provide management, trading or consulting services for their own accounts and those of other customers and make recommendations or adopt positions differing from those issued for or maintained by the Fund or competing with those of the Fund. People entrusted with managing the Fund assets might receive performance fees but not participate in possible losses. This can create an incentive to execute riskier transactions. Furthermore, persons connected with an administrator, manager, or other persons involved in the fund's management might enter into their own transactions with the fund. Besides these, other conflicts of interest may exist.

7. RISK FACTORS RELATING TO TAXATION

7.1 Potential purchasers and sellers of the Relevant Instrument should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Relevant Instrument are transferred.

Potential purchasers who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

Any change in the Issuer's tax status or in taxation legislation in Luxembourg or any other tax jurisdiction could affect the value of the investments held by the Issuer or affect the Issuer's ability to achieve its investment objective for the Relevant Instrument or alter the post tax returns to Instrumentholders. The Issuer will not make any additional payments in the event that any withholding obligation is imposed on payments by the Issuer under any Series or Tranche of Relevant Instruments.

7.2 Interest Limitation Rules introduced by the law of 21 December 2018 transposing the Anti-Tax Avoidance Directive in Luxembourg law

The European Union ("EU") has adopted the Council Directive (EU) 2016/1164 of 12 July 2016 ("ATAD I") and Council Directive (EU) 2017/952 of 29 May 2017 ("ATAD II" and hereafter with ATAD I collectively referred as "ATAD") to combat tax avoidance practices. ATAD II provides a framework for action against hybrid mismatches, created by the interactions between corporate tax systems of the EU Member States and third countries. ATAD II broadens the hybrid mismatches situations covered by ATAD I and extends its application to non-EU Member States and should be transposed by EU Member States by 1 January 2020. ATAD I has been transposed in Luxembourg through the law dated 21 December 2018 and certain items apply as from the fiscal year 2019.

The items which have been introduced by ATAD including the interest limitation rules and the hybrid mismatches within an EU context would impact the Luxembourg companies subject to corporate income tax. Although ATAD could be amended in the future by the Luxembourg tax authorities and the impact of ATAD is not fully clear, the Issuer may be effectively taxed due to ATAD implementation, if the Issuer would derive income other than interest or income like interest from its underlying assets and if the Notes issued or underlying assets would be regarded as hybrid from a tax perspective. In the case ATAD would have an adverse impact at

the level of the Issuer, this would trigger an adverse impact as well on the return on the Notes. This would need to be closely monitored and each Noteholder should seek appropriate advice on the tax consequences when subscribing to the Notes.

THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY RELEVANT INSTRUMENTS.

DOCUMENTS INCORPORATED BY REFERENCE

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

1. the Articles set out in its deed of incorporation dated 30 September 2016, a copy of which which is available on the website of the Issuer:

https://www.aldburg.com/pdf/20180323_133045_AldburtarizedArticlesOfIncorporation.pdf

2. the annual audited financial statements of the Issuer for the financial year ended 31 December 2017 which can be viewed at the below link:

https://www.aldburg.com/pdf/20190313_163857_AldburtarizedSA%20-%20annual%20accounts%202017%20with%20auditor%20report.pdf

save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any such subsequent document which is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus. Copies of any or all of the documents which are incorporated herein by reference will be available free of charge during normal business hours from the registered office of the Issuer at the address given at the end of this Base Prospectus and from the specified office(s) of the Principal Paying Agent(s) (in respect of each Series).

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Relevant Instruments, prepare a supplement in accordance with article 10 of part 2 of the rules and regulations of the Luxembourg Stock Exchange (the "ROI") or publish a new base prospectus for use in connection with any subsequent issue of Relevant Instruments.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Relevant Instruments denominated in any currency, subject as set out herein. An overview of the terms and conditions of the Programme and the Relevant Instruments appears below. The applicable terms of any Relevant Instruments will be agreed between the Issuer and the Arranger or other relevant purchaser prior to the issue of the Relevant Instruments and will be set out in the Relevant Conditions of the Relevant Instruments endorsed on, attached to, or incorporated by reference into, the Relevant Instruments, as modified and amended by Part A of the applicable Issue Terms attached to, or endorsed on, such Relevant Instruments.

The proceeds of each issue of Relevant Instruments will be used to purchase assets which may produce a flow of funds. Such funds (if any) will be applied to meet the Issuer's payment obligations under such Relevant Instruments.

This Base Prospectus and any supplement will only be valid for listing Instruments on the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange and admitting those Instruments to trading on the Euro MTF market, the Open Market and/or the Third Market.

TERMS AND CONDITIONS OF THE NOTES

The following, save for italicised text, is the text of the terms and conditions of the Notes which, subject to completion and amendment and as supplemented, modified or varied in accordance with the provisions of the relevant Issue Deed in relation to a particular Series only, will (subject as provided in “Summary of Provisions relating to Relevant Instruments while in Global Form” and any relevant italicised text) be applicable to the Global Bearer Note(s) or Global Registered Note(s) representing each Series and to the Definitive Bearer Notes or Definitive Registered Notes (if any) issued in exchange therefor (each as defined in these Terms and Conditions) and which, subject further to deletion of non-applicable provisions, will be endorsed on such Definitive Bearer Notes or Definitive Registered Notes. Furthermore, in relation to a Series, the corresponding Issue Deed will specify whether the Additional Terms and Conditions set out in Annex 5 in respect of Equity Linked Notes, Annex 6 in respect of Index Linked Notes or Annex 7 in respect of Fund Linked Notes is applicable. Details of applicable definitions for each Series will be set out in the relevant Issue Deed. References in the Note Conditions to “Notes” are to the Notes of one Series only, not to all Notes which may be issued under the Programme.

The Notes are constituted and, in the case of Secured Notes, secured by an Issue Deed dated the issue date (the “**Issue Date**”) specified in such Issue Deed (the “**Issue Deed**”) and made between, *inter alios*, Aldburg S.A. (the “**Issuer**”), the agents specified therein and the person specified therein as Security Trustee, if any, (the “**Security Trustee**”, which expression shall include all persons for the time being the security trustee or security trustees under the Issue Deed) as security trustee for the holders of the Notes. These terms and conditions (the “**Note Conditions**”) apply in relation to each issue of securities for which Notes are the Type of Instruments specified in the relevant Issue Terms (the “**Issue Terms**”) set out in the Issue Deed and in such cases references in these Note Conditions to “**Notes**” shall be to the relevant securities as described in the Issue Terms. By executing the Issue Deed, the Issuer and the Security Trustee, if any, have entered into an Agency Agreement in respect of the Notes (the “**Agency Agreement**”, which expression shall include any amendments or supplements thereto) on the terms set out in and/or incorporated by reference into the Issue Deed with the persons (if any) executing the Issue Deed in the capacity of principal paying agent (the “**Principal Paying Agent**”) and/or as paying agent (the “**Paying Agent**”) and/or as transfer agent (the “**Transfer Agent**”) and/or as registrar (the “**Registrar**”) and/or as calculation agent (the “**Calculation Agent**”) and/or as selling agent (the “**Selling Agent**”) and/or in such other capacity as may be specified in the Issue Deed. References to “**Paying Agents**” shall include the Principal Paying Agent, the Paying Agent, and any substitute or additional principal paying agent and/or paying agents appointed in accordance with the Issue Deed. References to “**Transfer Agents**” shall include the Transfer Agent and any substitute or additional transfer agents appointed in accordance with the Issue Deed. If any person has executed the Issue Deed in the capacity of (in relation to Secured Collateral (as defined below)) custodian (the “**Custodian**”) or (in relation to Unsecured Collateral (as defined below)) collateral custodian (the “**Collateral Custodian**”) the Issuer and the Custodian or the Collateral Custodian, as the case may be, have entered into an agreement (the “**Custody Agreement**” or the “**Collateral Custody Agreement**” respectively, each of which expression shall include any amendments or supplements thereto) in respect of the Notes on the terms set out in and/or incorporated by reference into the Issue Deed. “**Agents**” means the Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian, the Calculation Agent, the Selling Agent or any of them and shall include such further or other person or persons as may be appointed from time to time an agent under the Agency Agreement (in the case of Secured Notes, with the prior written approval of the Security Trustee under the Issue Deed). References in these Note Conditions to Custodian or Collateral Custodian, as applicable, shall include any further or other custodian or collateral custodian as may be appointed from time to time by the Issuer in such capacity and references to the “**Sub-Custodian**” are to the person (if any) specified in the Issue Deed as the sub-custodian of the Custodian or Collateral Custodian, as the case may be. If any person has executed the Issue Deed in the capacity of swap counterparty (the “**Swap Counterparty**”), the Issuer and the Swap Counterparty have by executing the Issue Deed entered into an agreement in respect of the Notes on the terms set out in and/or incorporated by reference into the Issue Deed (such agreement, as supplemented by a confirmation entered into by

the Issuer and the Swap Counterparty and dated the Issue Date and, if applicable, the Credit Support Annex (as defined in Note Condition 7.3(c) (*Security*)), the **“Swap Agreement”**, which expression shall include any amendments or supplements thereto). If any person has executed the Issue Deed in the capacity of option counterparty (the **“Option Counterparty”**), the Issuer and the Option Counterparty have by executing the Issue Deed entered into an agreement (such agreement, as supplemented by a confirmation entered into by the Issuer and the Option Counterparty dated the Issue Date, the **“Option Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Notes on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of repurchase counterparty (the **“Repurchase Counterparty”**), the Issuer and the Repurchase Counterparty have by executing the Issue Deed entered into an agreement (the **“Repurchase Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Notes on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of credit support provider (the **“Credit Support Provider”** and, together with the Swap Counterparty, the Option Counterparty and/or the Repurchase Counterparty are the **“Related Agreement Counterparties”**), the Credit Support Provider has executed a letter of credit, guarantee or other credit support document (the **“Credit Support Document”**, which expression shall include any amendments or supplements thereto and, together with the Swap Agreement, the Option Agreement and/or the Repurchase Agreement are the **“Related Agreements”**) in favour of the Issuer in respect of the Notes on the terms set out or summarised in and/or incorporated by reference into the Issue Deed. By executing the Issue Deed the Issuer and the person or persons executing the Issue Deed in the capacity of purchaser (the **“Purchaser”**) have entered into an agreement (the **“Purchase Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Notes on the terms set out in and/or incorporated by reference into the Issue Deed. By executing the Issue Deed the Issuer and the person or persons executing the Issue Deed in the capacity of Security Trustee and, if applicable, as Related Agreement Counterparty(ies) have entered into an agreement (the **“Security Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed. Each Issue Deed, the Agency Agreement, any Custody Agreement, any Related Agreement(s), any Security Agreement, the Purchase Agreement, any other security document and/or any other document named as a Transaction Document in respect of a Series (as defined below) are together, the **“Transaction Documents”**.

The Noteholders are entitled to the benefit of and are bound by, and are deemed to have notice of, all the provisions of the Security Trust Deed, and are deemed to have notice of all the provisions of the Agency Agreement and any other Transaction Document applicable to them.

These Note Conditions apply in relation to the Notes in definitive form as completed, modified and amended by the provisions of the Issue Terms and the other provisions of the Issue Deed. Each reference herein to a specific numbered Note Condition is to such Note Condition as so completed, modified or amended. These Note Conditions include summaries of, and are subject to, the detailed provisions of the Issue Deed. Copies of the relevant Transaction Documents are available for inspection during normal office hours at the principal office of Citibank N.A., London Branch as specified in the Issue Deed. In relation to any Secured Notes, copies of the Security Agreement and, if applicable, the Additional Security Documents, are available for inspection during normal office hours at the principal office of Citibank N.A., London Branch specified in the Issue Deed. The Noteholders (as defined below), the holders (the **“Couponholders”**) of the interest coupons (the **“Coupons”**) appertaining to the interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the **“Talons”**) and the holders of the instalment receipts (the **“Receipts”**) appertaining to the payment of principal by instalments are deemed to have notice of, and shall be bound by, all of the provisions of the Transaction Documents and any other provisions of the Issue Deed of the relevant Series applicable to them.

These Note Conditions apply to Notes in global form as completed, modified and amended by the provisions of the Issue Terms, the other provisions of the Issue Deed and by the provisions of the relevant Temporary Global Note, Permanent Global Note or Global Registered Note.

References in these Note Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts (each as defined in the Issue Deed) and all other amounts in the nature of principal payable pursuant to Note Condition (*Redemption, Purchase and Options*) or any amendment or supplement to it and (ii) “**interest**” shall be deemed to include all Interest Amounts (as defined in Note Condition 4.7 (*Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts*)) and all other amounts payable pursuant to Note Condition 4 (*Interest and Other Calculations*).

These Note Conditions apply separately to each series (a “**Series**”) of Notes, being Notes issued by the Issuer on the same date, bearing interest (if any) on the same basis and at the same rate and on terms identical to other Notes of the same Series and identified as forming a Series, together with any Further Notes issued pursuant to Note Condition 15.1(a) (*Further Issues*) and being consolidated and forming a single series with such Notes.

The Secured Collateral or Unsecured Collateral (if any) will be identified in the Issue Terms. Except where the context otherwise requires, references in these Note Conditions to the “**Secured Collateral**” in respect of Secured Notes includes any Replacement Secured Collateral or Substitute Secured Collateral and references in these Note Conditions to the “**Unsecured Collateral**” in respect of Unsecured Notes includes any Replacement Unsecured Collateral or Substitute Unsecured Collateral (each as defined in Note Condition 7.6) delivered, transferred or assigned to the Issuer in accordance with Note Condition 7.6 (*Replacement and/or Substitution of Secured Collateral or Unsecured Collateral*) and any Purchased Secured Collateral or Fungible Secured Collateral in respect of Secured Notes or Purchased Unsecured Collateral or Fungible Unsecured Collateral in the case of Unsecured Notes (each as defined in Note Condition 8.3 (*Repurchase Agreement*)) delivered to the Issuer pursuant to Note Condition 8.3. The Custodian will hold all Secured Collateral and the Collateral Custodian will hold all Unsecured Collateral. For the avoidance of doubt, all references to the Custodian in these Terms and Conditions shall only be applicable in relation to a Secured Series.

By subscribing to the Notes, or otherwise acquiring the Notes, a holder of Notes expressly acknowledges and accepts that the Issuer (i) is subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the “**Securitisation Law**”) and (ii) has created a specific compartment (the “**Compartment**” (within the meaning of article 62 of the Securitisation Law)) in respect of the Notes to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Notes acknowledges and accepts the subordination waterfall and the priority of payments (if any) included in the issuance documentation relating to the Notes. Furthermore, the holder of Notes acknowledges and accepts that it has only recourse to the assets of the Compartment and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer. The holder of Notes acknowledges and accepts that once all the assets allocated to the Compartment have been realised, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Notes accepts not to attach or otherwise seize the assets of the Issuer allocated to the Compartment or to other compartments of the Issuer or other assets of the Issuer. In particular, no holder of Notes shall be entitled to petition or take any other step for the winding-up or the bankruptcy of the Issuer.

All capitalised items which are not defined in the Note Conditions shall have the meanings given to them in the Issue Deed.

1. FORM, DENOMINATION AND TITLE

The Notes may be issued in bearer form and serially numbered (“**Bearer Notes**”) or in registered form (“**Registered Notes**”) in each case in Denominations of at least EUR 125,000 (one hundred twenty-five thousand euros) and integral multiples of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). If it is stated in the Issue Terms that the form of the Notes is “**Bearer**”, such Notes are Bearer Notes. If it is so stated that the form of the Notes is “**Registered**”, such Notes are Registered Notes. Unless otherwise stated in the Issue Terms, the form of all of the Notes of a particular Series on issue will be the same.

Bearer Notes are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes which do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Note Conditions are not applicable. Any Bearer Note, the principal amount of which is redeemed in instalments, may be issued with one or more Receipts attached.

All Registered Notes of the same Series shall have the same Denomination. The applicable Issue Deed will specify whether any Registered Notes are to be issued in the form of definitive registered Notes (“**Definitive Registered Notes**”) or in the form of global registered Notes (“**Global Registered Notes**”) and, together with the Definitive Registered Notes, the “**Registered Notes**”).

Title to the Bearer Notes and the Receipts, Coupons and Talons shall, in compliance with applicable law, pass by delivery. Title to the Registered Notes shall pass by registration in the register (the “**Register**”) which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

Except as ordered by a court of competent jurisdiction or an official authority or as required by law, the holder (as defined below) of any Bearer Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Note, Receipt, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bearer Note, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone and no person will be liable for so treating the holder.

In these Note Conditions, “**Noteholder**” means the bearer of any Bearer Note and the Receipts relating to it or the person whose name is entered in the Register as the holder of a Registered Note (as the case may be) and “**holder**” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Note, Receipt, Coupon or Talon or the person whose name is entered in the Register as the holder of a Registered Note (as the case may be).

2. TRANSFERS OF REGISTERED NOTES

2.1 Transfer and Exchange of Registered Notes

Unless otherwise provided in the applicable Issue Deed, the following conditions will apply to each Series of Registered Notes to be sold in compliance with Regulation S under the Securities Act.

One or more Registered Notes may be transferred upon the surrender, at the specified office of the Registrar or any Transfer Agent, of the Definitive Registered Note or Definitive Registered Notes relating to the Registered Notes to be transferred, together with the form of transfer endorsed on such Definitive Registered Note(s) duly completed and executed and such other evidence as the Registrar or Transfer Agent may reasonably require. In the

case of a transfer of part only of a holding of Registered Notes represented by one Definitive Registered Note, a new Definitive Registered Note will be issued to the transferee in respect of the part transferred and a further new Definitive Registered Note in respect of the balance of the holding not transferred will be issued to the transferor. In no event may the Registrar or any Transfer Agent register the transfer of a Registered Note or an Definitive Registered Note in violation of the restrictive legend (if any) set forth on the face of such Definitive Registered Note.

Global Registered Notes shall be transferred in the same manner as described above.

2.2 Exercise of Options or Partial Redemption in respect of Registered Notes

In the case of an exercise of an Issuer's or a Noteholder's option in respect of, or a redemption of a part of, a holding of Registered Notes represented by a single Definitive Registered Note, a new Definitive Registered Note shall be issued to the holder in respect of the balance of the holding not subject to the exercise of such option or, as the case may be, redeemed. New Definitive Registered Notes shall only be issued against surrender of the existing Definitive Registered Notes to the Registrar or any Transfer Agent.

2.3 Delivery of new Definitive Registered Notes

Each new Definitive Registered Note to be issued pursuant to Note Condition 2.1 or 2.2 will be available for delivery within five business days of surrender of the relevant Definitive Registered Note and, if applicable, receipt of the relevant request for exchange, form of transfer or notice of exercise together with such other evidence (if any) as may be required pursuant to the relevant Note Condition. Delivery of new Definitive Registered Note(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom surrender of such Definitive Registered Note and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, notice of exercise or otherwise in writing, shall be mailed at the risk of the holder entitled to the new Definitive Registered Note to such address as may be so specified. In this Note Condition 2.3 "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar (as the case may be) to whom surrender of such Definitive Registered Note and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made.

2.4 Exchange and transfer free of charge

Exchange and transfer of Definitive Registered Notes on registration or transfer will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment by the relevant Noteholder (or the giving by the relevant Noteholder of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

2.5 Closed periods

No Noteholder may require the transfer of a Registered Note to be registered (a) during the period of 15 calendar days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (b) during the period of 15 calendar days prior to any date on which Notes may be redeemed by the Issuer at its option pursuant to Note Condition 5.8(c) (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) after any such Note has been drawn for redemption in whole or in part or (d) during the period of seven days ending on (and including) any Record Date (as defined below).

3. STATUS

3.1 Status

The Notes, Coupons and Receipts are limited recourse obligations of the Issuer and Secured or Unsecured (as specified in the Issue Terms), ranking *pari passu* without any preference among themselves, which, in the case of Secured Notes, are secured in the manner described in Note Condition 7 (*Security for the Notes*) and recourse in respect of which is limited in the manner described in Note Condition 7. The Notes are issued subject to, and will be enforced in Luxembourg, if applicable, in accordance with the provisions of the Securitisation Law (as may be amended from time to time) of Luxembourg or any other applicable Luxembourg law.

3.2 Non-applicability

Where no reference is made in the Issue Deed to any Related Agreement, Security Trustee, Custodian or Collateral Custodian, Sub-Custodian or Selling Agent, references in these Note Conditions to any such document or agreement and to any Related Agreement Counterparty, Security Trustee, Custodian or Collateral Custodian, Sub-Custodian or Selling Agent, as the case may be, shall not be applicable.

4. INTEREST AND OTHER CALCULATIONS

4.1 Interest Rate and Accrual

Each Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate specified in the Issue Terms, such interest being payable in arrear on each Interest Payment Date.

Investors should note that, for so long as any Note is represented by a Global Bearer Note or Global Registered Note, as the case may be, held by a Clearing Agent, interest in respect of any Interest Payment Date shall be payable to such persons who are reflected in the records of the relevant Clearing Agent as holders of the Note.

Interest will cease to accrue on each Note on the due date for redemption unless upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) at the Interest Rate in the manner provided in this Note Condition 4 to the Relevant Date.

4.2 Business Day Convention

If any date referred to in these Note Conditions which is specified in the Issue Terms to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Relevant Business Day, then, if the Business Day Convention specified is (a) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Relevant Business Day and (ii) each subsequent such date shall be the last Relevant Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day, (c) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Relevant Business Day or (d)

the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Relevant Business Day.

4.3 Interest Rate on Floating Rate Notes

If the Interest Rate is specified in the Issue Terms as being Floating Rate, then subject to the addition or subtraction of any Margin (which shall have the meaning specified in the relevant Issue Terms) or to any other adjustment provided for in Note Condition 4.5 below, the Interest Rate for each Interest Period will be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period in accordance with the following:

- (a) If the Primary Source for the Floating Rate is a Page, subject as provided below, the Interest Rate shall be:
 - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (ii) otherwise the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date.

- (b) If the Primary Source for the Floating Rate is Reference Banks or if Note Condition 4.3(a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if Note Condition 4.3(a)(ii) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to major banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.
- (c) If Note Condition 4.3(b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) which the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark in respect of a Representative Amount of the Relevant Currency which at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or if the Relevant Currency is euro, in the Euro-zone (the **Principal Financial Centre**) as selected by the Calculation Agent are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (i) to leading banks carrying on business in Europe, or, if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (ii) to leading banks carrying on business in the Principal Financial Centre: except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin or Maximum or Minimum Interest Rate applicable to the preceding Interest Period and to the relevant Interest Period).

4.4 Interest Rate on Zero Coupon Notes

As from the Maturity Date, the Interest Rate for any overdue principal in respect of a Note the Interest Rate of which is specified in the Issue Terms to be Zero Coupon shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Note Condition 5.7 (*Early Redemption of Zero Coupon Notes*)).

4.5 Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Redemption Amounts, and Rounding

- (a) If any Margin is specified in the Issue Terms (either (i) generally, or (ii) in relation to one or more Interest Periods), an adjustment shall be made to all Interest Rates, in the case of (i), or the Interest Rates for the specified Interest Periods in the case of (ii), calculated in accordance with Note Condition 4.3 above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to Note Condition 4.5(b).
- (b) If any Maximum or Minimum Interest Rate, Instalment Amount or Redemption Amount is specified in the Issue Terms, then any Interest Rate, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum as the case may be. Unless otherwise stated in the applicable Issue Terms the Minimum Interest Rate shall be deemed to be zero.
- (c) For the purposes of any calculations required pursuant to these Note Conditions (unless otherwise specified), (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up) (ii) all figures will be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up) save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, unit means, with respect to any currency other than euro, the lowest amount of such currency which is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

4.6 Interest Calculations

The amount of interest payable in respect of any Note for any period shall be calculated as the product of:

- (a) the Interest Rate;
- (b) (i) in the case of Notes which are represented by a Global Bearer Note or a Global Registered Note (as applicable), such Note's *pro rata* share of the aggregate outstanding principal amount of the Notes represented by such Global Bearer Note or Global Registered Note (as applicable) as of the first day of such period; or (ii) in the case of Notes in definitive form, the Calculation Amount; and
- (c) the applicable Day Count Fraction,

unless an Interest Amount (or a formula for its calculation) is specified in the Issue Deed in respect of such period, in which case the amount of interest payable in respect of such Note for such period will equal such Interest Amount (or be calculated in accordance with such formula).

Where the Specified Denomination of Notes in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Notes shall be the product of the

Interest Amount (determined in the manner provided above) for the relevant Calculation Amount and the amount by which the relevant Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

4.7 **Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts**

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount or Instalment Amount, obtain any quotation or make any determination or calculation, the Calculation Agent will determine the Interest Rate and calculate the amount of interest payable (the “**Interest Amounts**”) in respect of each Note for the relevant Interest Period, calculate the Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount or any Instalment Amount to be notified to the Issuer, the Principal Paying Agent, the Registrar, each of the Paying Agents, the Noteholders and, for so long as the Notes are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as reasonably practicable after their determination but in no event later than (a) (except in the case of notices to the Noteholders) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate, Interest Payment Date and Interest Amount, or (b) in all other cases, the fourth Relevant Business Day after such determination, and in any event not later than the relevant payment date. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made with the prior written consent of the Noteholders, by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Note Condition 11 (*Events of Default*), the Interest Rate payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Note Condition but no notification of the Interest Rate or the Interest Amount so calculated need be made. The determination of each Interest Rate, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

4.8 **Definitions**

In these Note Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Benchmark**” means with respect to a Series, any benchmark, interest rate, index or price source, including EURIBOR, LIBOR, LIBID, LIMEAN or such other benchmark as may be specified as the Benchmark in the Issue Terms, which is relevant to (i) a payment on the Notes of such Series by the Issuer; and/or (ii) the Secured Collateral or the Unsecured Collateral.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the “**Calculation Period**”):

- (a) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (b) if “**Actual/365 (Fixed)**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365;
- (c) if “**Actual/360**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 360;
- (d) if “30/360”, “360/360” or “Note Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (e) if “30E/360” or “EuroNote Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (f) if “30E/360 (ISDA)” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the Issue Deed or, if none is so specified, the first day of the Interest Period to which such Interest Determination Date relates.

“**Euro-zone**” means the region comprising the member states of the European Union that adopt the euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended by the Treaty of European Union as amended by the Treaty of Amsterdam.

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as such in the Issue Deed.

“**Interest Determination Date**” means, with respect to an Interest Rate and Interest Period, the date specified as such in the Issue Deed or, if none is so specified, the first day of such Interest Period if the Relevant Currency is sterling or the day falling two Relevant Business Days in London prior to the first day of such Interest Period if the Relevant Currency is not sterling.

“**Interest Payment Date**” means each date specified as such in the Issue Terms.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first 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.

“Interest Rate” means the rate of interest payable from time to time in respect of this Note and which is either specified in, or calculated in accordance with the provisions of, the Issue Terms (after adding or subtracting any Margin or making any other adjustment provided for in Note Condition 4.5 (*Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Redemption Amounts, and Rounding*)).

“Notes Currency” means the currency in which the Notes are denominated.

“Page” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuter Monitor Money Rates Service (**“Reuters Screen”**), the Dow Jones Telerate Service (**“Telerate”**) and the Bloomberg service (**“Bloomberg Screen”**)) as may be specified as such in the Issue Terms for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other page as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“Reference Banks” means the institutions specified as such in the Issue Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) which is most closely connected with the Benchmark or, if the Relevant Currency is euro, the Euro-zone.

“Relevant Business Day” means:

- (a) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in each of the financial centres specified for this purpose in the Issue Terms; and
- (b) in the case of a payment in euro, a day on which TARGET 2 is open.

“Relevant Currency” means the currency specified as such in the Issue Terms or if none is specified, the Notes Currency.

“Relevant Date” means, in respect of any Note, Receipt or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Noteholders in accordance with Note Condition 16 (*Notices*) that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Note Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre specified as such in the Issue Terms or, if none is so specified the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected or if the Relevant Currency is euro, London.

“Relevant Rate” means the Benchmark for a Representative Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Issue Terms or, if none is specified, the local time in the Relevant Financial Centre (or, if the Relevant Financial Centre is the Euro-zone, Central European Time) at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre.

“Representative Amount” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such in the Issue Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Duration” means with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified as such in the Issue Terms or, if none is specified, a period of time equal to the relevant Interest Period, ignoring any adjustment pursuant to Note Condition 4.2 above.

“Secured Party” means any person for whose benefit the Security Trustee holds the security created in or pursuant to the Series of Notes.

“TARGET 2” means the Trans-European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System.

5. REDEMPTION, PURCHASE AND OPTIONS

5.1 Final Redemption

Unless previously redeemed, exchanged or purchased and cancelled as provided below, each Note will be redeemed at its outstanding principal amount on the Maturity Date specified on each Note or as otherwise specified in the Issue Terms.

5.2 Mandatory Redemption

If the Calculation Agent has determined in a commercially reasonable manner that:

- (a) subject to Note Condition 5.5 below, following the occurrence of a Benchmark Event, the parties to the Swap Agreement are unable to agree within 20 Business Days (or such longer period as may be agreed between the parties) any amendments proposed by the Calculation Agent to the Swap Agreement;
- (b) any of the Secured Collateral or the Unsecured Collateral has become repayable or has become capable of being declared due and repayable prior to its stated date of maturity for whatever reason;
- (c) (in the case of Secured Notes) there is a payment default in respect of any of the Secured Collateral or the Unsecured Collateral (in the case of Secured Notes whether or not the Secured Collateral forms part of the security for the Notes in accordance with Note Condition 7.3 (a) or (b) or Note Condition 7.3 (c) (*Security*) applies to the Notes);
- (d) in the case of Secured Notes the issuer of the Secured Collateral (the **“Secured Collateral Issuer”**) or in the case of Unsecured Notes the issuer of the Unsecured Collateral (the **“Unsecured Collateral Issuer”**) or in the case of Secured Notes any guarantor of the Secured Collateral Issuer’s obligations in respect of the Secured Collateral (the **“Secured Collateral Guarantor”**) or any guarantor of the Unsecured Collateral Issuer’s obligations in respect of the Unsecured Collateral (the

“**Unsecured Collateral Guarantor**”) fails to perform or observe any of its other obligations under the Secured Collateral or Unsecured Collateral, as applicable, and the failure continues after any applicable grace period;

- (e) any order is made by any competent court or resolution is passed for the winding up or dissolution of the Secured Collateral Issuer and/or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or Unsecured Collateral Guarantor;
- (f) the Secured Collateral Issuer and/or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or Unsecured Collateral Guarantor, or any of their respective Affiliates ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation or is adjudicated or found bankrupt or insolvent;
- (g) proceedings are initiated against the Secured Collateral Issuer or the Secured Collateral Guarantor, or their respective Affiliates under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative receiver or other similar official or an administrative receiver or other similar official is appointed in relation to the Secured Collateral Issuer and/or the Secured Collateral Guarantor or any of their respective Affiliates, as the case may be, in relation to the whole or any part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or any part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of any of them, which are not discharged within 14 (fourteen) calendar days;
- (h) the Secured Collateral Issuer and/or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or Unsecured Collateral Guarantor, as applicable, or any of their respective Affiliates initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (i) any other event which would constitute an event of default in relation to the Secured Collateral or the Unsecured Collateral has taken place (each such event, a “**Trigger Event**”),

all such Secured Collateral or Unsecured Collateral, as applicable, which is the subject of any of the events outlined in (a) to (h) above (the “**Affected Collateral**”) and, if so elected by the Issuer in its sole discretion, all remaining Secured Collateral or Unsecured Collateral, as applicable, or a part thereof only (which may or may not constitute obligations of the same issuer or person as those which have become repayable or in respect of which there has been such a payment default) shall be deemed to have become immediately repayable (together, the “**Repayable Assets**”). The Issuer shall, on the instruction of the Calculation Agent, give not more than 30 (thirty) calendar days’ nor less than 15 (fifteen) calendar days’ notice (unless otherwise specified in the Issue Terms) to the Security Trustee, the Noteholders, each Related Agreement Counterparty and (for as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the

Vienna Stock Exchange (as the case may be) specifying the principal amount of the Repayable Assets, the principal amount of the Notes to be redeemed and the due date for redemption and upon expiry of such notice (i) the Issuer shall redeem each Note in whole or, as the case may be, in part on a *pro rata* basis in a proportion of its Redemption Amount equal to the proportion that the outstanding principal amount of the Repayable Assets which are the subject of such notice bears to the outstanding principal amount of the Secured Collateral or Unsecured Collateral, as applicable, immediately prior to the occurrence of the relevant event and (ii) (in the case of Notes secured in the manner described in Note Condition 7.3 (a) or (b) (*Security*)) the security constituted by or created pursuant to the Issue Deed over the Repayable Assets shall become enforceable. Interest shall continue to accrue on the part of the principal amount of Notes which has become due for redemption until payment thereof has been made (in the case of Secured Notes, to the order of the Security Trustee) and notice is given in accordance with Note Condition 16 (*Notices*) that such amount is available for payment. Failure to pay any amount which, but for a mandatory redemption under this Note Condition 5.2, would otherwise have been due in respect of the Notes or any interest thereon shall not constitute an Event of Default under Note Condition 11 (*Events of Default*).

“Redemption Amount” in respect of the Notes of a relevant Series shall have the meaning given to it in the Issue Terms. In the case of Secured Notes in the event of such redemption and the security constituted by or created pursuant to the Issue Deed becoming enforceable the Security Trustee shall take such action as is provided in Note Condition 7.8(a) (*Realisation of the Secured Property*) and shall do so if so requested or directed in accordance with the provisions of such Note Condition (subject in each case to its being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with such Note Condition and provided always that the Security Trustee shall not be required to do anything which is contrary to any applicable law).

5.3 Redemption for taxation and other reasons

If:

- (a) the Issuer, on the occasion of the next payment due in respect of the Notes, would be required, as a result of any change in, or amendment to the laws of a relevant jurisdiction, to withhold or account for tax or would suffer tax in respect of its income in respect of the Secured Collateral or Unsecured Collateral, as applicable, or otherwise so that it would be unable to make payment of the full amount due, on the Notes without recourse to further sources of funding, then the Issuer shall so inform the Security Trustee, if any, and shall use all reasonable endeavours to arrange (subject to and in accordance with Note Condition 13.4 (*Substitution*)) the substitution of a company incorporated in another jurisdiction as the principal obligor or (with the prior written consent of, if applicable, each Related Agreement Counterparty) to change its residence for taxation purposes or, to the extent permitted by law, change its domicile to another jurisdiction approved beforehand in writing by, if applicable, any Related Agreement Counterparties and if it is unable to arrange such substitution or change, or if it is unable to do so in a tax efficient manner, before the next payment is due in respect of the Notes; and/or
- (b) the Credit Support Document is terminated prior to the Maturity Date for any reason; and/or
- (c) the Swap Agreement is terminated in accordance with its terms prior to the Swap Agreement Termination Date; and/or
- (d) the Option Agreement is terminated in accordance with its terms prior to the Option Agreement Termination Date; and/or

- (e) the Repurchase Agreement is terminated as a result of a failure by the Repurchase Counterparty to make payments due to the Issuer under the Repurchase Agreement, or to deliver Purchased Secured Collateral or Fungible Secured Collateral or Purchased Unsecured Collateral or Fungible Unsecured Collateral, as applicable, to the Issuer when required under the Repurchase Agreement,

then the Issuer shall (on the instruction of the Swap Counterparty (if any) in respect of (a) above) forthwith give not more than 30 (thirty) calendar days' nor less than 15 (fifteen) calendar days' notice (unless otherwise specified in the Issue Deed) to the Security Trustee, if any, the Noteholders, any Related Agreement Counterparties and (for as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) , and upon expiry of such notice the Issuer shall redeem all but not some only of the Notes at their Redemption Amount and, in the case of Secured Notes, the security constituted by or created pursuant to the Issue Deed shall become enforceable (if the same shall not already have become enforceable in accordance with these Note Conditions). Interest shall continue to accrue on the part of the principal amount of Notes which has become due for redemption until payment thereof has been made (to the Security Trustee in the case of Secured Notes) and notice is given in accordance with Note Condition 16 (*Notices*) that such amount is available for payment. Failure to make any payment due in respect of a mandatory redemption under this Note Condition 5.3 of part of the principal amount of the Notes or interest thereon shall not constitute an Event of Default under Note Condition 11 (*Events of Default*).

Notwithstanding the foregoing, if any of the taxes referred to in Note Condition 5.3(a) above arises (i) by reason of any Noteholder's connection with the jurisdiction of incorporation of the Issuer otherwise than by reason only of the holding of any Note or receiving or being entitled to any Redemption Amount or interest in respect thereof; or (ii) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claims for exemption from such tax, then to the extent it is able to do so, the Issuer shall deduct such taxes from the amounts payable to such Noteholder, all other Noteholders shall receive the due amounts payable to them and the Issuer shall not be required by reason of such deduction to endeavour to arrange any substitution, or to redeem the Notes, pursuant to this Note Condition 5.3. Any such deduction shall not be an Event of Default under Note Condition 11.

In the event of such redemption and, in the case of Secured Notes, the security constituted by the Issue Deed becoming enforceable, the Security Trustee shall take such action as is provided in Note Condition 7.8(a) (*Realisation of the Secured Property or Compartment Assets relating to the Notes*) and if so requested or directed in accordance with the provisions of such Note Condition (subject in each case to its being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with such Note Condition and provided that the Security Trustee shall not be required to do anything which is contrary to applicable law).

5.4 Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex

In the case of Secured Notes only if Note Condition 7.3(c) (*Security*) applies to the Notes and an Adverse Tax Event (as defined in the Issue Terms) has occurred and is continuing the Issuer may give to the Security Trustee, the Noteholders and (for as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna

Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) not less than five business days' notice (in accordance with Note Condition 16 (*Notices*)) of such redemption and shall on the expiry of such Notice (the "**Adverse Tax Event Redemption Date**") redeem all (but not some only) of the Notes at their Redemption Amount (and the security constituted by or created pursuant to the Issue Deed shall become enforceable), provided that:

- (a) if the Adverse Tax Event shall result in any reduction in any payment received or receivable by the Issuer in respect of or referable to interest on the Secured Collateral (whether upon payment of such interest or as a result of a reduction in the aggregate amount received by the Issuer upon the sale of the Secured Collateral), the interest payable in respect of the Notes on such Adverse Tax Event Redemption Date shall be reduced *pro rata*; and
- (b) if the Adverse Tax Event shall result in any reduction in any payment received or receivable by the Issuer in respect of or referable to principal of the Secured Collateral, the Principal Amount payable in respect of the Notes on such Adverse Tax Event Redemption Date shall be reduced *pro rata*.

Any reduction in the principal or interest payable in respect of the Notes on the Adverse Tax Event Redemption Date shall be determined by the person specified for this purpose in the Issue Terms, acting as calculation agent under the Swap Agreement, and such determination shall be binding on the Issuer, the Security Trustee, the Principal Paying Agent, the Noteholders and all other persons in the absence of manifest error. No liability shall attach to the person acting in such capacity.

In this Note Condition 5.4, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London and/or in such other cities as may be specified in the relevant notice.

5.5 Redemption following an Administrator/Benchmark Event

- (a) If "Benchmark Redemption Event" is specified as applicable in the Issue Terms in respect of the relevant Series, upon the occurrence of an Administrator/Benchmark Event on or after the Issue Date, the Calculation Agent may, in its sole and absolute discretion:
 - (i) make adjustments in respect of the affected Benchmark in such manner as it may determine appropriate to account for the relevant event or circumstances including, without limitation, selecting one or more successor Benchmark or making any other change or adjustment to the Note Conditions and any provisions of the Transaction Documents including to reflect any increased costs incurred by the Issuer and/or the Swap Counterparty in connection with providing exposure to the successor benchmark; or
 - (ii) if the Calculation Agent has not made an adjustment in accordance with paragraph (i) above, deem such event to constitute a Benchmark Redemption Event,

then the Calculation Agent shall give notice to the Issuer, each Related Agreement Counterparty, the Agents and the Security Trustee (if any) of any determination or adjustment made pursuant to this Note Condition 5.5(a). If such notice relates to an adjustment to be made pursuant to Note Condition 5.5(a)(i), then the notice (a "**Benchmark Adjustment Notice**") shall include details of each change to be made to the Notes and the Transaction Documents and shall describe the nature of such changes.

- (b) The Issuer, having received the Benchmark Adjustment Notice shall without the consent of Noteholders or the Couponholders, make such changes and/or adjustments as may be directed by the Calculation Agent and give notice of the same to the Noteholders and the Couponholders and the Security Trustee (if any) shall agree, without the consent of the Noteholders or the Couponholders, to such changes and/or adjustments as the Issuer may be directed by the Calculation Agent to make including any modification or waiver of any of the Note Conditions or any of the provisions of the Transaction Documents and the Security Trustee shall sign such documents as may be required to give effect to such amendments. The Security Trustee shall not be required to act upon any instruction from the Issuer as directed by the Calculation Agent, where it considers, in its reasonable opinion, that the changes to the Transaction Documents pursuant to the Benchmark Adjustment Notice would conflict with its ability to protect or preserve its own rights under any or all of the Transaction Documents or result in it incurring additional liabilities or obligations.
- (c) Any modification, authorisation or waiver as is made or given under Note Condition 5.5(b) above shall be binding on the Noteholders and the Couponholders and such modification shall be notified by the Issuer to the Noteholders as soon as is practicable. The Security Trustee shall not be required to review the content of any notices given in connection with this Note Condition 5.5 or make any determinations pursuant to Note Condition 13.2 (Modifications) and can rely on any notice and/or determination by the Calculation Agent without further enquiry or any liability whatsoever.
- (d) If the Calculation Agent deems such Administrator/Benchmark Event to constitute a Benchmark Redemption Event in accordance with Note Condition 5.5(a)(ii) above, the Issuer shall, as soon as is practicable after becoming aware of the occurrence of a Benchmark Redemption Event (and, in any case, within two Business Days of becoming aware (or such other period as may be specified in the applicable Issue Terms) give not less than 10 (ten) nor more than 30 (thirty) calendar days' notice of the early redemption of the Notes to Noteholders and Couponholders in accordance with Note Condition 16 (*Notices*), the Swap Counterparty (if applicable) and, for as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and/or admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) and the rules of such stock exchange so require, such stock exchange (which notice shall be irrevocable). On expiry of such notice, the Issuer shall redeem all, but not some only, of the Notes on the Benchmark Redemption Date (the "**Benchmark Redemption Date**") specified in such notice, each Note of a principal amount equal to the Specified Denomination being redeemed at such principal amount or such other amount as may be specified in the applicable Issue Terms. In such circumstances, the provisions of Note Condition 7.8 (*Realisation of the Secured Property or Compartment Assets relating to the Notes*) shall apply.

For the purposes of this Note Condition 5.5:

"**Administrator/Benchmark Event**" means, in relation to any Regulated Benchmark, the occurrence of a Benchmark Modification, a Cessation Event or a Non-Representativeness Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event.

"Benchmark Modification", "Non-Representativeness Event" or "Cessation Event" means, in respect of the Regulated Benchmark:

- (i) any material change in such Regulated Benchmark;
- (ii) the relevant competent authority or other relevant official body announces that it no longer considers the Regulated Benchmark to be representative of the underlying market; or
- (iii) the permanent cancellation or cessation in the provision of such Regulated Benchmark.

"BMR" means the EU Benchmark Regulation (Regulation (EU) 2016/1011).

"Non-Approval Event" means, in respect of the Regulated Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Regulated Benchmark or the administrator of the Regulated Benchmark is not obtained;
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register; or
- (iii) the Regulated Benchmark or the administrator of the Regulated Benchmark does not fulfil any legal or regulatory requirement applicable to the Issuer, the Calculation Agent or the Regulated Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended if, at the time of such suspension, the continued provision and use of the Regulated Benchmark is permitted in respect of the Notes under the applicable law or regulation during the period of such suspension.

"Regulated Benchmark" means any Benchmark which is a benchmark as defined in BMR and where any amount payable under the Notes, or the value of the Notes, is determined by reference to such Benchmark, all as determined by the Calculation Agent.

"Rejection Event" means, in respect of the Regulated Benchmark, the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

"Suspension/Withdrawal Event" means, in respect of the Regulated Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark which is required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes; or

- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is removed from any official register where inclusion in such register is required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Regulated Benchmark is permitted in respect of the Fiduciary Notes under the applicable law or regulation during the period of such suspension or withdrawal.

5.6 Purchases

Unless otherwise provided in the Issue Terms, and subject to receipt by the Issuer of an amount (whether by sale of the Secured Collateral or the Unsecured Collateral as applicable (or in the case of a purchase of some only of the Notes, a proportion of the Secured Collateral or the Unsecured Collateral as applicable, corresponding to the proportion of the Notes to be purchased) or otherwise) which, plus or minus any termination payment payable to or by the Issuer from or to the Swap Counterparty and/or the Option Counterparty on the termination (or as the case may be partial termination) of the Swap Agreement and/or the Option Agreement, as the case may be, is sufficient to fund the purchase price payable by the Issuer, the Issuer may purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.

5.7 Early Redemption of Zero Coupon Notes

- (a) The Redemption Amount payable in respect of any Note which is specified in the Issue Terms as a Zero Coupon Note (a “**Zero Coupon Note**”), the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Zero Coupon Note pursuant to Note Condition 5.2 (*Mandatory Redemption*), 5.3 (*Redemption for taxation and other reasons*) or 5.4 (*Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex*) or upon it becoming due and payable as provided in Note Condition 11 (*Events of Default*), shall be the Amortised Face Amount of such Zero Coupon Note (calculated by the Calculation Agent as provided below).
- (b) Subject to the provisions of Note Condition 5.7(c) below, the “**Amortised Face Amount**” of any Zero Coupon Note shall be the scheduled Redemption Amount of such Zero Coupon Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the yield (the “**Amortisation Yield**”) specified as the Amortisation Yield in the Issue Terms (or, if none is so specified, the Amortisation Yield, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year it shall be made on the basis of the Day Count Fraction shown in the Issue Terms.
- (c) If the Redemption Amount payable in respect of any such Note upon its redemption pursuant to Note Condition 5.2 (*Mandatory Redemption*), 5.3 (*Redemption for taxation and other reasons*) or 5.4 (*Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex*) or upon it becoming due and payable as provided in Note Condition 11 (*Events of Default*), is not paid when due, the Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in Note Condition 5.7(b)

above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made (both before and after judgment) until the Relevant Date unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Note Condition 4.3 (Interest Rate on Floating Rate Notes).

5.8 Redemption at the Option of the Issuer and Exercise of Issuer's Options

- (a) The Issuer may (on the instruction of the Programme Calculation Agent or any party specified in the Issue Terms (the "**Regulatory Redemption Counterparty**")), upon such notice as specified in the Issue Terms, redeem all, but not some only of the Notes, then outstanding at the current market value of the Notes, as determined by the Calculation Agent in its sole and absolute discretion, if due to an event or circumstance (which shall include, without limitation, an enactment of, or supplement or amendment to, or a change in, law, regulation or policy (including, for the avoidance of doubt, in respect of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Market Infrastructure Regulation or the Alternative Investment Fund Managers Directive) or the official interpretation or application of any such law, regulation or policy)) there is a change or prospective change in the accounting, tax, legal or regulatory treatment applicable to the Issuer, the Programme Calculation Agent, the Notes or any hedging transaction of the Issuer or the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Redemption Counterparty, in respect of the Notes (including, without limitation, any derivative transaction entered into by the Issuer, the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Redemption Counterparty with a third party with respect to the Notes) that would have an adverse effect on the Programme Calculation Agent's or the Issuer's position in respect of the Notes or the position of the Programme Calculation Agent, the Issuer, any Affiliate of the Programme Calculation Agent or the Regulatory Redemption Counterparty or any other counterparty in respect of any such hedging transaction, in each case as determined by the Programme Calculation Agent or, as the case may be, the Regulatory Redemption Counterparty in its sole and absolute discretion.
- (b) The Issuer may (on the instruction of the Programme Calculation Agent), upon not less than 5 (five) calendar days' notice, (i) redeem any Notes (including some only of the Notes in respect of the relevant Series) at the current market value of such Notes or (ii) require any Noteholder to transfer its Notes within such period as may be specified in such notice or, following the expiry of such notice, cause such Notes to be transferred on behalf of the Noteholder, in each case if (as determined by the Programme Calculation Agent) there has been a transfer of the Notes in breach of any applicable restrictions on the sale or transfer of such Notes (including any restrictions, rules and/or regulations which are applicable to the sale of securities to US Persons (as defined in Regulation S under the Securities Act or as defined in the final risk retention rules promulgated under Section 15G of the United States Securities Exchange Act of 1934, as amended (the "**Securities Exchange Act**")), to any person other than Non-United States Persons (as defined by the United States Commodity Futures Trading Commission (the "**CFTC**")) or if such transfer has caused, or would cause, the Issuer to be required to register the Notes or itself with a regulatory body in any jurisdiction, which registration would not otherwise have been required.

- (c) If so provided in the Issue Terms in any other circumstances than those described in Note Conditions 5.7(a) or 5.7(b) above, the Issuer may, on giving irrevocable notice to the Noteholders, the Security Trustee, if any, and (for as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) falling within the Issuer's Option Period (as specified in the Issue Terms), redeem, or exercise any Issuer's option in relation to all or, if so provided, some of the Notes in the principal amount or integral multiples thereof and on the Issuer's Optional Redemption Date or Dates so provided. Any such redemption of Notes shall be at their outstanding principal amount, together with interest accrued to the date fixed for redemption, or as otherwise specified in the Issue Terms.

"Issuer Optional Redemption Date" means any date falling within the Issuer's Option Period.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Note Condition.

Where Notes are to be redeemed in part under this Note Condition 5 or the Issuer's option is to be exercised in respect of some only of the Notes, the Notes to be redeemed or in respect of which such option is exercised will be selected individually by lot, in such place as the Issuer shall approve and in such manner as the Issuer shall deem to be appropriate and fair, not more than 60 (sixty) calendar days prior to the date fixed for redemption.

In connection with the exercise of a partial redemption contained in this Note Condition 5, the Notes represented by the Global Bearer Note or Global Registered Note may be redeemed in part in the principal amount specified by the Issuer or the Noteholders, as applicable, in accordance with the Note Conditions and the partial redemption of the Notes shall be effected pro rata in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

5.9 Redemption at the Option of Noteholders and Exercise of Noteholders' Options

- (a) If so provided in the Issue Terms, the Issuer shall, at the option of the holder of any such Note, having given not less than five business days' notice to the Issuer (or such longer period as may be specified in the relevant Issue Terms) (such notice to be given in accordance with the relevant provisions of the Issue Terms), redeem such Note on the date or dates so provided at its outstanding principal amount together with interest accrued to the date fixed for redemption.

As used herein business days shall have the meaning given in Note Condition 6.8 (*Non-Business Days*).

In the case of Fund Linked Notes, if the Issue Terms for the relevant Series so provide, and, if so, in the circumstances specified therein, the Issuer's obligation to pay the outstanding principal amount and interest accrued to the date of redemption may be satisfied by the Issuer delivering Secured Collateral or Unsecured Collateral, as applicable. The amount of such Secured Collateral or Unsecured Collateral, as applicable to be delivered (in the case of Secured Notes the **"Relevant Secured Collateral"** or in the case of Unsecured Notes **"Relevant Unsecured Collateral"**, as applicable) shall be the corresponding proportion of all

such Secured Collateral or Unsecured Collateral, as applicable (rounded down to the nearest denomination of the Secured Collateral or Unsecured Collateral, as applicable) as the Notes held by that Noteholder bear to the then outstanding principal amount of the Notes. Delivery shall be made in the manner set out in the Issue Terms. To the extent that there is any Secured Collateral or Unsecured Collateral, as applicable, remaining as a result of such rounding down after the Relevant Secured Collateral or the Relevant Unsecured Collateral, as applicable, has been delivered, the remaining Secured Collateral or Unsecured Collateral, as applicable, will be dealt with in accordance with and as specified in the Issue Terms for the relevant Series.

- (b) If so provided in the Issue Terms, a holder of any Note will have the option, with the consent of the Swap Counterparty (if any), to require the Issuer at any time to redeem such Note at its outstanding principal amount on the date of receipt of the relevant option notice or on a date as soon as practicable thereafter, as determined by the Issuer.

In the case of Fund Linked Notes, if the Issue Terms for the relevant Series so provide, and, if so, in the circumstances (if any) specified therein, the Issuer's obligation to pay such outstanding principal amount may be satisfied by the Issuer delivering the Relevant Secured Collateral or the Relevant Unsecured Collateral, as applicable (rounded down to the nearest denomination of the Secured Collateral or Unsecured Collateral, as applicable) (or any portion thereof specified in the Issue Terms) in the manner set out in the Issue Terms. The Issuer shall make the relevant payment or delivery on the date of expiry of the relevant option notice or on a date as soon as practicable thereafter. To the extent that there is any Secured Collateral or Unsecured Collateral, as applicable, remaining as a result of such rounding down after the Relevant Secured Collateral or the Relevant Unsecured Collateral, as applicable, has been delivered, the remaining Secured Collateral or Unsecured Collateral, as applicable, will be dealt with in accordance with and as specified in the Issue Terms for the relevant Series.

- (c) To exercise any option referred to above or any other Noteholders' option which may be set out in the Issue Terms the holder must deposit the relevant Note with any Paying Agent (in the case of Bearer Notes) or the Definitive Registered Note representing such Note(s) with the Registrar or any Transfer Agent (in the case of Registered Notes) at such Agent's specified office, together with a duly completed option notice (a "**Put Notice**" or "**Option Notice**", as appropriate) within the Noteholders' Option Period (as specified in the Issue Terms). No Bearer Note or Registered Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

Any option of the Noteholders provided for in these Note Conditions of any Notes while such Notes are represented by a Global Bearer Note or Global Registered Note held on behalf of Euroclear and/or Clearstream, Luxembourg may be exercised by the holder of the Notes giving notice in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) of the principal amount of the Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Bearer Note or Global Registered Note to the Principal Paying Agent for notation accordingly in the Third Schedule of the Master Global Note within the time limits set forth in the Conditions.

5.10 Redemption by Instalments

If it is stated in the Issue Terms that the Notes are “**Instalment Notes**”, then unless previously redeemed, purchased and cancelled as provided in this Note Condition 5, each Note will be partially redeemed on each Instalment Date specified in the Issue Terms at the respective Instalment Amount so specified, whereupon the outstanding principal amount of such Note shall be reduced for all purposes by the Instalment Amount.

5.11 Cancellation

All Notes purchased by or on behalf of the Issuer, exchanged or redeemed must be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Bearer Note together with all unmatured Receipts and Coupons and all unexchanged Talons to, or to the order of, the Principal Paying Agent and, in the case of Registered Notes, by surrendering such Registered Notes to the Registrar and in each case, when so surrendered, will, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged. The Issuer undertakes to (a) either promptly inform or (b) procure that the Principal Paying Agent or the Registrar, as the case may be, promptly informs (on its behalf) the relevant stock exchange or other relevant authority of any cancellation of listed Notes.

6. PAYMENTS AND TALONS

6.1 Bearer Notes

Payments of principal and interest in respect of the Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note) or (in the case of all other payments or principal or Redemption Amount) the relevant Bearer Notes or (in the case of interest, save as specified in Note Condition 6.6(f)) below the relevant Coupons, as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency; provided that in the case of euro, the transfer to a euro account with a bank in the Euro-zone.

6.2 Registered Notes

Payments of principal (which for the purposes of this Note Condition 6.2 shall include the final Instalment Amount but not other Instalment Amounts) in respect of Registered Notes will be made against presentation and surrender of the relevant Definitive Registered Notes at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided below.

Interest (which for the purpose of this Note Condition 6.2 shall include all Instalment Amounts other than the final Instalment Amount) on Registered Notes will be paid to the person shown on the Register (or, if more than one person is so shown, to the first named person) at the close of business on the day falling 1 (one) day prior to the due date for payment thereof (the “**Record Date**”).

Payments of principal or interest on each Registered Note will be made in the currency in which such payments are due by transfer to an account in the Relevant Currency maintained by, the payee with a bank in the principal financial centre of a country of that

currency or in the case of a payment in euro, by credit or transfer to a Euro account (or any account to which Euro may be credited or transferred) specified by the payee.

6.3 **Payments on Bearer Notes in the United States under limited circumstances**

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (a) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided in Note Condition 6.1 above when due, (b) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (c) such payment is then permitted by United States law without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

6.4 **Payments subject to law, etc.**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, (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, or any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code ("**871(m) Withholding**"). In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law. Other than as provided herein, no commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

The Issuer shall not be liable as a result for, or otherwise obliged to pay, any additional amount to any of the Noteholders or Couponholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted in accordance with this Note Condition 6.4.

6.5 **Appointment of Agents**

The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer will at all times maintain (a) an Agent, (b) a Registrar in relation to Registered Notes, (c) a Transfer Agent in relation to Registered Notes, (d) a Calculation Agent where the Issue Terms so require one, (e) a Paying Agent and (f) a Custodian or Collateral Custodian, as applicable, where the Issue Terms so requires and (g) a Selling Agent where the Issue Terms so requires. For so long as the Notes are listed on any other stock exchange, the Issuer will maintain such other agents as may be required by the rules of such stock exchange. In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. dollars in the circumstances described in Note Condition 6.3 above. For the avoidance of doubt, if the Paying Agent appointed pursuant to the Issue Terms is unable or prevented from making payments in the United States of America at the time of issue of the relevant Series, the Issuer is entitled to appoint another Paying Agent to do so (which may be a separate legal entity).

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Note Condition 16 (*Notices*).

6.6 Unmatured Coupons and Receipts and unexchanged Talons

- (a) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Bearer Notes, Notes should be surrendered for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Note Condition 10 (*Prescription*)).
- (b) If the relative Notes so provide, upon the due date for redemption of any Bearer Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (c) Upon the due date for redemption of any Bearer Note, any Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (d) Upon the due date for redemption in full of any Bearer Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (e) Where any Bearer Note which provides that the relevant Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (f) If the due date for redemption of any Notes is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Definitive Registered Note representing it, as the case may be. Interest accrued on a Note which only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Definitive Registered Note representing it, as the case may be.

6.7 Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or such other Paying Agent as is notified to the Noteholders in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons which have become void pursuant to Note Condition 10 (*Prescription*)).

6.8 Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this Note Condition “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “Business Day Jurisdictions” in the Issue Terms and:

- (a) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the Relevant Currency, on which foreign exchange transactions may be carried on in the Relevant Currency in the principal financial centre of the country of such currency; or
- (b) (in the case of a payment in euro) a day on which TARGET 2 is open.

7. SECURITY FOR THE NOTES

7.1 Secured Collateral or Unsecured Collateral

Unless otherwise specified in the Issue Terms, the Purchaser will pursuant to the Purchase Agreement procure that the Secured Collateral or Unsecured Collateral, as applicable is delivered to the Custodian or Collateral Custodian (as applicable) on the Issue Date or within the period thereafter specified in the Issue Terms and, with effect from such delivery, the Secured Collateral will be held by the Custodian (or, if so specified in the Issue Terms, the Sub-Custodian), on behalf of the Issuer, subject to the security, in the case of Secured Notes, created by or pursuant to the Issue Deed.

If the Secured Collateral is to be delivered by the Purchaser after the Issue Date, until such delivery the Notes will not be secured on the Secured Collateral but only on the right to receive such Secured Collateral from the Purchaser.

The Unsecured Collateral will be held by the Collateral Custodian.

7.2 Secured Property or Compartment Property

The Securitisation Law provides that the Secured Property or Compartment Assets (and the proceeds thereof) specified in the relevant Issue Terms will be available solely to meet the claims of the specified Noteholders and other creditors relating to the same Series.

7.3 Security

- (a) If it is stated in the Issue Terms that the Notes are Secured Notes and that the security for the Notes is “Secured Collateral charged to Security Trustee”, the Issuer has in the Issue Deed created the following security:
 - (i) (A) a first fixed charge and/or assignment by way of first fixed charge in favour of the Security Trustee of the Secured Collateral and all of the Issuer’s rights, title, interest and benefit, present and future, in respect of and sums derived from the Secured Collateral (including, without limitation, any proceeds of the sale thereof); and (B) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of all of the Issuer’s rights, title, interest and benefit, present and future, in respect of the Secured Collateral;

- (ii) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of all of the Issuer's rights, title and interest, present and future, in, to and under each relevant Related Agreement and any sums of money, securities or other property received or receivable by the Issuer thereunder;
 - (iii) a first fixed charge in favour of the Security Trustee over (A) the Issuer's rights, title, interest and benefit, present and future, in, to and under all sums held by the Principal Paying Agent and/or any Paying Agent and/or the Custodian and/or the Registrar to meet payments due in respect of the Notes; (B) any sums of money, securities or other property received or receivable by the Issuer under any relevant Related Agreements and (C) all of the Issuer's rights, title, interest and benefit, present and future, as against the Custodian in respect of any sum standing to the credit of the Relevant Cash Account (as defined in Note Condition 7.6 below);
 - (iv) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of all of the Issuer's rights, title and interest, present and future, in, to and under the Agency Agreement, the Custody Agreement and all sums derived therefrom in respect of the Notes; and
 - (v) (A) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of the Issuer's rights, title and interest, present and future, in, to and under the Purchase Agreement and any sums received or receivable by the Issuer thereunder and (B) a first fixed charge in favour of the Security Trustee of any sums received or receivable by the Issuer under the Purchase Agreement.
- (b) If it is stated in the Issue Terms that the Notes are Secured Notes and that security for the Notes is "Secured Collateral charged to Security Trustee; additional foreign law security", the Issuer has in the Issue Deed created the security specified in Note Condition 7.3(a) above and has in addition, and without prejudice to the security specified in Note Condition 7.3(a)(i), executed in favour of the Security Trustee the pledge or security or other agreement or document specified in the Issue Terms (each an "**Additional Security Document**").
- (c) If it is stated in the Issue Terms that the Notes are Secured Notes and that security for the Notes is "Secured Collateral delivered to the Swap Counterparty under Credit Support Annex", the Issuer has in the Issue Deed created the security specified in Note Conditions 7.3(a)(i) to (iv) above and will on the Issue Date pursuant to the Credit Support Annex (as defined in the Issue Terms) transfer the Secured Collateral to the Swap Counterparty free and clear of any liens, claims, charges or encumbrances or any other interest of any third party. Following such transfer, the Issuer will not have any right, title or interest in or to the Secured Collateral but the Swap Counterparty will pay to the Issuer amounts equal to all payments and interest received on the Secured Collateral ("**Distributions**").

In these Note Conditions and in the Issue Deed in the case of Secured Notes the "**Secured Property**" means, in relation to any Series of Notes, the Secured Collateral (unless it is stated in the Issue Terms that Note Condition 7.3(c) above applies) and the other property, assets and/or rights of the Issuer which have been charged, assigned, pledged and/or otherwise made subject to the security created by the Issuer in favour of the Security Trustee pursuant to the Issue Deed and/or any Additional Security Document.

Where Note Condition 7. 3(c) above applies, the security for the Notes will not include any pledge or other security interest in or over the Secured Collateral or of any of the Issuer's rights in respect of, or sums derived from, the Secured Collateral. For the avoidance of doubt, the Secured Collateral will not form part of the Secured Property in relation to the Instruments.

In the case of Unsecured Notes the “**Compartment Assets**” shall mean the Unsecured Collateral and the other property, assets and/or rights of the Issuer which are held in the relevant Compartment for the benefit of investors in or creditors of such Compartment in accordance with the terms of the Securitisation Law.

7.4 **General provisions relating to security**

In the case of Secured Notes and unless otherwise specified in the Issue Terms, the security constituted or created pursuant to the Issue Deed and any Additional Security Document will be granted to the Security Trustee for itself and for the other Secured Parties (as specified in the Issue Deed) as continuing security (a) for the payment of all sums due to the Security Trustee, any appointee or any receiver under the Issue Deed and/or any Additional Security Document or due under the Notes, Coupons or Receipts, (b) for the performance of the Issuer's obligations under the Swap Agreement, (c) for the performance of the Issuer's obligations under the Option Agreement, (d) for the payment of all sums payable to the Custodian including any reimbursement in respect of payments made to the Swap Counterparty by the Custodian relating to sums receivable on or in respect of the Secured Collateral pursuant to any provision of the Agency Agreement which requires the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) the Custodian for any payment made by the Custodian to the Swap Counterparty relating to sums receivable on or in respect of the Secured Collateral before actual payment to the Custodian of the amount receivable on or in respect of the Secured Collateral and (e) for the payment of all sums payable to the Agents or the Registrar pursuant to any provision of the Agency Agreement including the provisions which require the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) the Principal Paying Agent or the Registrar for any amount paid out by the Principal Paying Agent or the Registrar, as the case may be, to the holders of Notes, Coupons or Receipts before receipt of the corresponding amount due from the Issuer.

Unless otherwise specified in the Issue Terms, the security constituted by or created pursuant to the Issue Deed and any Additional Security Document shall become enforceable (i) in the circumstances specified in Note Condition 5.2 (*Mandatory Redemption*) or 5.3 (*Redemption for taxation and other reasons*) or 5.4 (*Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex*) or (ii) upon it becoming due and payable as provided in Note Condition 11 (*Events of Default*), (iii) on the Swap Agreement Termination Date (as defined in Note Condition 8.1 (*Swap Agreement*)) if sums remain owing to the Swap Counterparty under the Swap Agreement and (iv) on the Option Agreement Termination Date (as defined in Note Condition 8.2 (*Option Agreement*)) if sums remain owing to the Option Counterparty under the Option Agreement. Should the security become enforceable, the amounts due to the Noteholders in respect of any Series and any Swap Counterparty and any Option Counterparty shall be limited to the net proceeds of realisation of the Secured Property in relation to the Series and subject to the provisions of this Note Condition 7 as to application of such net proceeds and to the provisions of Condition 12 (*Enforcement*).

In the case of both Secured Notes and Unsecured Notes and unless the Notes are secured as described in Note Condition 7.2(c) above or it is otherwise specified in the Issue Terms, the Secured Collateral or the Unsecured Collateral, as the case may be, will be held by the Custodian and/or Collateral Custodian, as the case may be, (which expression shall include any additional or other Custodians and/or Collateral Custodian from time to time appointed)

on behalf of the Issuer on and subject to the terms and conditions of the Agency Agreement and, where applicable, subject to the security referred to in Note Condition 7.3(a) or (b) above. The Issuer reserves the right at any time to change the Custodian and/or Collateral Custodian (as applicable). Notice of such change shall be given to the Noteholders in accordance with Note Condition 16 (*Notices*). If it is specified in the Issue Terms that there is a Sub-Custodian in relation to the Secured Collateral or the Unsecured Collateral, as the case may be, such Sub-Custodian (which expression shall include any additional or other Sub-Custodians from time to time appointed) shall hold the Secured Collateral or the Unsecured Collateral, as the case may be, on behalf of the Custodian and/or Collateral Custodian (as applicable), on and subject to the terms of an agreement (the “**Sub-Custody Agreement**”, which expression shall include any amendments or supplements thereto) between the Sub-Custodian and the Custodian and/or Collateral Custodian (as applicable) and/or such other persons as shall be specified in the Issue Terms.

In the case of Secured Notes the Issue Deed provides that the Security Trustee shall not be bound or concerned to make any investigation into, or be responsible for:

- (a) the creditworthiness of the Secured Collateral or any obligor or guarantor in respect of the Secured Collateral or of any Related Agreement Counterparties or other person which is a party to any other agreement or document constituting or evidencing any of the Secured Collateral or the Secured Property; or
- (b) the validity or enforceability of the obligations of any such person as is referred to in subparagraph (a) above or of the security constituted by or pursuant to the Issue Deed; or
- (c) whether the cashflows relating to the Secured Collateral and/or the Secured Property and the Notes are matched.

In the case of both Secured Notes and Unsecured Notes, none of the Issuer, the Purchaser, the Swap Counterparty, the Option Counterparty, the Custodian, Collateral Custodian, any Sub-Custodian or the Security Trustee if any will have any responsibility for the performance by any clearing system (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations. None of the Security Trustee, the Swap Counterparty or the Option Counterparty will have any responsibility for the performance by the Custodian or Collateral Custodian (as applicable) of its obligations under the Agency Agreement or for the performance by any Sub-Custodian of its obligations under the relevant Sub-Custody Agreement.

7.5 **Application of Proceeds of Enforcement of Secured Property or Compartment Property**

If the Notes are Secured Notes the Security Trustee shall (subject to the provisions of the relevant Issue Deed) apply all moneys received by it under the provisions of the Issue Deed and any Additional Security Document in connection with the realisation or enforcement of the security constituted by or pursuant to the Issue Deed and any Additional Security Document in accordance with Swap Counterparty Priority as set out in Clause 8.2 (*Application of moneys – Post-Enforcement*) of the Security Trust Deed.

By subscribing to or otherwise acquiring the Notes, each Noteholder expressly consents to the provisions of this Note Condition 7.5 and the limitation of their rights in accordance with article 64 of the Securitisation Law and are deemed to have accepted such provisions and the consequences thereof.

In the case of Unsecured Notes, and unless otherwise specified in the relevant Issue Terms, all moneys received by the Issuer in connection with the realisation or enforcement of the

Compartment Assets shall be applied in accordance with paragraphs (b) to (f) of this Note Condition 7.5 but subject to the provisions of the Securitisation Law and for the purposes of the Unsecured Notes, the words “Secured Collateral” in paragraph (d) shall be replaced with “Unsecured Collateral”.

7.6 Replacement and/or Substitution of Secured Collateral or Unsecured Collateral

- (a) (i) If it is specified in the Issue Terms that this Note Condition 7.6(a) applies to the Notes, and, in the case of Secured Notes, the security for the Notes is as described in Note Condition 7.3(a) or (b) above, the Issuer may from time to time, subject to and in accordance with the provisions of the Issue Deed, by notice in writing to the Swap Counterparty, the Option Counterparty, the Security Trustee (in the case of Secured Notes), the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Notes), the Custodian (in the case of Secured Collateral), the Collateral Custodian (in the case of Unsecured Collateral), the Sub-Custodian and, in accordance with Note Condition 16 (*Notices*), the Noteholders (a “**Replacement Notice**”) in, or substantially in, the form set out in the Agency Agreement, require that any securities or other assets for the time being comprising all or part of the Secured Collateral or Unsecured Collateral (but excluding any Secured Collateral or Unsecured Collateral which has been transferred to the Repurchase Counterparty pursuant to an exercise of the Purchase Option (as defined in Note Condition 8.3 (*Repurchase Agreement*))) (hereinafter referred to as the “**Replaced Secured Collateral**” or “**Replaced Unsecured Collateral**” as applicable) be replaced by Eligible Securities (“**Replacement Secured Collateral**” or “**Replacement Unsecured Collateral**” as applicable) provided however that:
- (A) in the case of Secured Notes upon any release of the Replaced Secured Collateral from the security created by or pursuant to the Issue Deed and/or any Additional Security Document, any such Replacement Secured Collateral being substituted for the Replaced Secured Collateral has been delivered, transferred or assigned to the Issuer on the same terms (*mutatis mutandis*) as the Replaced Secured Collateral and is subject to the charge or other security interest created by or pursuant to the Issue Deed and/or any Additional Security Document; and
- (B) such other conditions as may be specified in the Issue Terms are satisfied.

In the case of Secured Notes the Security Trustee shall not be liable to the Issuer, the Swap Counterparty, the Option Counterparty, the Noteholders or any other person for any loss arising from any arrangement referred to in the Replacement Notice or otherwise from the operation of this Note Condition 7.6.

If the Issuer has so agreed with the Swap Counterparty and the Option Counterparty, the Swap Counterparty shall deliver the Replacement Secured Collateral or Replacement Unsecured Collateral, as applicable, to the Issuer in exchange for the Replaced Secured Collateral or Replaced Unsecured Collateral, as applicable.

The Issue Deed provides that, in connection with any such replacement of Secured Collateral relating to Notes the security for which is as described in Note Condition 7.3(a) or (b) above, the Security Trustee shall receive a certificate from the Issuer (or the Swap Counterparty acting on its behalf) describing such replacement and

confirming that sub-paragraphs (i) and (ii) above have been complied with, and that it may rely absolutely upon such certificate for all purposes and need make no enquiry of any nature. By subscription for, or acquisition of, any Note, each Noteholder accepts and is bound by this provision.

- (ii) In the case of Secured Notes if it is specified in the Issue Terms that this Note Condition 7.6(a) applies to the Notes, and the security for the Notes is as described in Note Condition 7.3(c) above, the Swap Agreement provides that the Swap Counterparty may from time to time, at its own cost, by notice in writing in, or substantially in, the form set out in the Agency Agreement to the Issuer, the Security Trustee, the Principal Paying Agent, the Registrar (in the case of Registered Notes), the Custodian, the Sub-Custodian, the Option Counterparty and, in accordance with Note Condition 16 (*Notices*), the Noteholders require that there be a replacement. Any such notice shall specify the Eligible Securities comprising the Replacement Secured Collateral and the date as from which such replacement takes effect. For the avoidance of doubt, the Replacement Secured Collateral will as from such date be deemed to have been transferred by the Issuer to the Swap Counterparty pursuant to the Credit Support Annex free and clear of any liens, claims, charges or encumbrances or any other interest of any third party and on terms that, with effect from such date, the Swap Counterparty will pay to the Issuer amounts equal to all Distributions received on the Replacement Secured Collateral.

As used in this Note Condition 7.6, “**Eligible Securities**” means securities or other assets of the type or types, and in the amount or amounts, specified for this purpose in the Issue Terms.

In the case of Secured Notes the Issue Deed provides that the Security Trustee shall not be liable to the Issuer, any Related Agreement Counterparty, any Noteholder or any other person, for any loss arising from any arrangement referred to in any Replacement Notice or otherwise from the operation of Note Condition 7.6(a).

- (b) (i) In the case of both Secured Notes and Unsecured Notes if securities and/or other assets which comprise all or part of the Secured Collateral or Unsecured Collateral have a Maturity Date which falls prior to the maturity date or other date for final redemption of the Notes (“**Maturing Secured Collateral**” or “**Maturing Unsecured Collateral**”) and it is provided in the Issue Terms that this Note Condition 7.6(b) applies to the Notes and the security for the Notes is as described in Note Condition 7.3(a) or (b) above, the proceeds of redemption received upon maturity of such Maturing Secured Collateral or Maturing Unsecured Collateral may be applied by the Custodian or the Collateral Custodian, as applicable, on behalf of and at the instruction of the Issuer:
 - (A) in the purchase of Eligible Securities (“**Substitute Secured Collateral**” or in the case of Unsecured Notes “**Substitute Unsecured Collateral**”); and/or
 - (B) by crediting such proceeds of redemption to the Relevant Cash Account opened by the Custodian or the Collateral Custodian, as applicable, with a bank or other financial institution (which shall be the Custodian or the Collateral Custodian, as applicable, unless otherwise specified in the Issue Terms) on terms that the funds standing to the credit of such Relevant Cash Account shall earn the rate or rates of interest (which may be a floating rate or rates)

specified in the Issue Terms or, if no rate is so specified, such rate or rates as may be determined from time to time by the bank or other financial institution with which the Relevant Cash Account is opened. The Custodian or the Collateral Custodian as applicable may, if so directed by the Issuer, from time to time apply the funds standing to the credit of the Relevant Cash Account in the purchase of Eligible Securities, in which case such purchase, and the Eligible Securities so purchased, will be deemed to be Substitute Secured Collateral or Substitute Unsecured Collateral, as applicable, for the purposes of this Note Condition 7.6(b)(i). Subject to any such application by the Custodian or the Collateral Custodian as applicable, the Issuer and the Custodian or the Collateral Custodian as applicable will procure that funds credited to the Relevant Cash Account from time to time (including capitalised interest) shall be debited from the Relevant Cash Account on or before the Maturity Date or other date for redemption of the Notes to be applied by the Issuer in connection with such redemption, as specified in the Issue Deed. At the instruction of the Issuer, the Custodian or the Collateral Custodian as applicable may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

"Relevant Cash Account" shall mean the interest bearing account opened by and in the name of either, in relation to the Secured Collateral, the Custodian or, in relation to the Unsecured Collateral, the Collateral Custodian.

Not later than the date of each substitution of Secured Collateral or Unsecured Collateral pursuant to this Note Condition 7.6(b)(i), the Issuer shall give a notice to the Swap Counterparty, the Option Counterparty, the Security Trustee (if any), the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Notes), the Custodian (in relation to the Secured Collateral), the Custodian (in relation to the Unsecured Collateral), the Sub-Custodian and, in accordance with Note Condition 16 (*Notices*), the Noteholders (a **"Substitution Notice"**) in, or substantially in, the form set out in the Agency Agreement, specifying, among other things, the details of any Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be) and the date on which it is to be purchased. A Substitution Notice, once given by the Issuer, shall be conclusive and binding on such persons so notified by the Issuer.

Notwithstanding the foregoing, a substitution of Secured Collateral or Unsecured Collateral may only be made if:

- I. the Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be) has been delivered, transferred or assigned to the Issuer on the same terms (*mutatis mutandis*) as the Maturing Secured Collateral or Maturing Unsecured Collateral and is subject to the charge or other security interest created by or pursuant to the Issue Deed and/or any Additional Security Document; and
- II. such other conditions as may be specified in the Issue Terms are satisfied.

All determinations of the availability of Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be), and all determinations and calculations of the purchase price and applicable date for purchase thereof shall be made by the Swap Counterparty in accordance with the Issue Deed and all such determinations and calculations shall be binding on the Issuer, the Security Trustee, the Option Counterparty, the Noteholders and all other persons. The Security Trustee shall not be liable to the Issuer, the Option Counterparty, the Noteholders or any other person nor shall the Issuer be liable to the Security Trustee, the Option Counterparty or any Noteholder for any loss arising from any arrangement referred to in any Substitution Notice or for the purchase price of the Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be) or otherwise from the operation of this Note Condition 7.6(b)(i).

In respect of Secured Notes the Issue Deed provides that, in connection with any Substitution, the Security Trustee shall receive a certificate from the Issuer (or the Swap Counterparty acting on its behalf) describing the Substitution and confirming that subparagraphs (I) and (II) above have been complied with, and it may rely absolutely upon such certificate for all purposes and need make no enquiry of any nature. By subscription for, or acquisition of, any Note, each Noteholder accepts and is bound by this provision.

- (ii) If there is Maturing Secured Collateral or Maturing Unsecured Collateral, as the case may be, and it is provided in the Issue Terms that this Note Condition 7.6(b) applies to the Notes and the security for the Notes is as described in Note Condition 7.3(c) above, the Swap Agreement provides that the Swap Counterparty shall on the maturity date of the Maturing Secured Collateral or Maturing Unsecured Collateral, as the case may be, subject to payment in full of all principal, interest and other sums falling due on such date in respect of the Maturing Secured Collateral or Maturing Unsecured Collateral, as the case may be, substitute the Maturing Secured Collateral or Maturing Unsecured Collateral as the case may be with Eligible Securities. The Swap Counterparty shall give notice in writing in, or substantially in, the form set out in the Agency Agreement to the Issuer, the Security Trustee, if any, the Principal Paying Agent, the Registrar (in the case of Registered Notes), the Custodian (in the case of Secured Collateral) or the Collateral Custodian (in the case of Unsecured Collateral), the Sub-Custodian, the Option Counterparty and, in accordance with Note Condition 16 (*Notices*), the Noteholders no later than the date on which such substitution takes place. Such Eligible Securities will as from the date of such substitution be deemed to have been transferred by the Issuer to the Swap Counterparty pursuant to the Credit Support Annex free and clear of any liens, claims, charges or encumbrances or any other interest of any third party and on terms that, with effect from such date, the Swap Counterparty will pay to the Issuer amounts equal to all Distributions received on such Eligible Securities.

The Issue Deed provides that the Security Trustee shall not be liable to the Issuer, the Related Agreement Counterparties, any Noteholder or any other person, nor shall the Issuer be liable to the Security Trustee, any Noteholder, the Related Agreement Counterparties or any other person for any loss arising from any arrangement referred to in any Substitution Notice or otherwise from the operation of this Note Condition 7.6(b).

- (c) All rights of Replacement and/or Substitution under this Note Condition 7.6 shall cease forthwith upon the security constituted by the Issue Deed becoming enforceable whether in whole or in part.
- (d) All Maturing Unsecured Collateral will be held by the Collateral Custodian.

In the case of a Replacement and/or Substitution in accordance with this Note Condition 7.6, a supplement to the relevant prospectus prepared in respect of the listing of the Notes will, in the case of any Series of Notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

7.7 **Purchase of Secured Collateral or Unsecured Collateral maturing after the Maturity Date**

If any securities forming all or part of the Secured Collateral or Unsecured Collateral have a maturity date falling after the Maturity Date of the Notes, the Issuer may agree to sell such Secured Collateral or Unsecured Collateral to the Swap Counterparty for value on the Maturity Date at a price equal to the principal amount thereof.

7.8 **Realisation of the Secured Property or Compartment Assets relating to the Notes**

- (a) Realisation of the Secured Property

In the case of Secured Notes in the event of the security constituted by or created pursuant to the Issue Deed over the Secured Property becoming enforceable, the Security Trustee shall:

- (i) if requested in writing by the holders of at least one-fifth in aggregate principal amount of the Notes then outstanding (as defined in the Issue Deed); or
- (ii) if directed by an Extraordinary Resolution (as defined in the Issue Deed) of the Noteholders; or
- (iii) if directed in writing by the Swap Counterparty (if the Swap Agreement has terminated in accordance with its terms prior to the Swap Agreement Termination Date or, on or after the Swap Agreement Termination Date, if sums remain owing to the Swap Counterparty under the Swap Agreement) (save for any such termination resulting from a default by the Swap Counterparty); or
- (iv) if directed in writing by the Option Counterparty (if the Option Agreement has terminated in accordance with its terms prior to the Option Agreement Termination Date or, on or after the Option Agreement Termination Date, if sums remain owing to the Option Counterparty under the Option Agreement) (save for any such termination resulting from a default by the Option Counterparty),

(each, an “**Enforcement Event**”) (in each case subject to it having been indemnified and/or secured and/or pre-funded to its satisfaction against any loss, liability, cost, claim, action, demand or expense which may be incurred or made against it in connection therewith) do one or more of the following:

- (A) (where Note Condition 7.3(a) or (b) (*Security*) applies) instruct the Selling Agent to endeavour to sell or otherwise realise the Secured

Collateral in accordance with this Note Condition 7.8(b) and the provisions of the Agency Agreement;

- (B) (where Note Condition 7.3(a) or (b) (*Security*) applies) take other steps to realise all or some of the Secured Collateral;
- (C) terminate and/or enforce and/or realise any Purchase Agreement, Related Agreements or other agreement entered into by the Issuer, the rights of the Issuer in respect of which form part of the Secured Property;
- (D) otherwise enforce the security constituted by or pursuant to the Issue Deed and/or any Additional Security Document,

in each case without any liability as to the consequences of such action and without having regard to the effect of such action on Noteholders or Couponholders and provided that the Security Trustee shall not be required to take any action without first being indemnified and/or prefunded and/or secured to its satisfaction or to do anything which is or may be contrary to any applicable law. Any request or direction given by the person or persons ranking in priority immediately after the Security Trustee under Note Condition 7.5 (the "**Entitled Beneficiary**") will have priority over any conflicting direction given under this Note Condition 7.8(a) and, in the absence of any such request or direction, the Security Trustee may decline to act on any request or direction given by any other person.

Once the Security Trustee receives valid instructions in accordance with this Note Condition 7.8(a) (and subject to being indemnified and/or pre-funded and/or secured to its satisfaction) ("**Enforcement Instructions**") it shall send notice to any other party ranking higher in the application of proceeds that it has received instructions to enforce ("**Notice of Proposed Enforcement**"). If the Security Trustee does not receive actual written notice from any other party requesting that it does not proceed with enforcement under this clause within five Business Days of sending the Notice of Proposed Enforcement, the Security Trustee shall be entitled to continue with the Enforcement Instructions without regard to the interests of any other Secured Party and without liability to any other person whatsoever, unless the Security Trustee has been grossly negligent (*faute grave*) or is guilty of wilful misconduct (*dol, faute intentionnelle*).

- (b) If the Selling Agent is instructed by the Security Trustee in accordance with Note Condition 7.8(a), or in the case of Unsecured Notes the Issuer, to endeavour to sell or otherwise realise the Secured Collateral or the Unsecured Collateral, as applicable, the Selling Agent shall, on behalf of and as the agent of the Security Trustee or Issuer, as applicable, pursuant to, and in accordance with, the provisions of the Agency Agreement, use all reasonable endeavours to sell or otherwise realise the Secured Collateral or the Unsecured Collateral, as applicable, as soon as reasonably practicable on or after the date on which it receives such instruction at its best execution price less any commissions or expenses charged by the Selling Agent and specified for this purpose in the Issue Deed.

If, however, the Selling Agent determines that there is no available market for the Secured Collateral, or the Unsecured Collateral, as applicable, or if the Selling Agent otherwise determines that it is impossible to sell or otherwise realise the Secured Collateral or the Unsecured Collateral, as applicable, or any part of it, the Selling Agent will promptly notify the Issuer, the Security Trustee (if any) the Option Counterparty and the Swap Counterparty of such lack of availability or impossibility and the Selling Agent shall not be required to effect the sale or other realisation of

the Secured Collateral or the Unsecured Collateral, as applicable, or any further part of it. Any such determination by the Selling Agent shall be in its sole and absolute discretion and shall be binding on the Issuer, the Security Trustee, the Swap Counterparty, the Option Counterparty, the Noteholders and the Couponholders. In the event that the Selling Agent makes such determination the Security Trustee shall if so requested or directed in accordance with this Note Condition 7.8(a) (but subject to its being indemnified and/or prefunded and/or secured in accordance with such Note Condition) realise all or part of the Secured Collateral or the Unsecured Collateral, as applicable, by other means.

In order to obtain its best execution price for the above purposes, the Selling Agent shall be required to take reasonable care to ascertain the price which is the best available for the sale or other realisation of the Secured Collateral or the Unsecured Collateral, as applicable, at the time of the sale or other realisation for transactions of the kind and size concerned and, unless circumstances require the Selling Agent to do otherwise in the interests of the Noteholders and the Couponholders, to deal at a price which is not less advantageous to the Noteholders and Couponholders.

In respect of Secured Notes the Security Trustee shall have no responsibility or liability for the performance by the Selling Agent of its duties under this Note Condition 7.8(b) or for the price at which any of the Secured Collateral may be sold or otherwise realised.

(c) Realisation of Compartment Assets

In the case of Unsecured Notes and unless otherwise specified in the relevant Issue Terms the realisation or enforcement of the Compartment Assets shall be undertaken in accordance with the provisions of the Securitisation Law.

7.9 Shortfall after application of proceeds

In the case of both Secured Notes and Unsecured Notes if the net proceeds of the realisation of the security created pursuant to the Issue Deed and/or any Additional Security Document (the “**Net Proceeds**”) are not sufficient to make all payments due in respect of the Notes, the Coupons and the Receipts and for the Issuer to meet its obligations, if any, in respect of the termination of the Swap Agreement (or a part of it) and/or the Option Agreement (or a part of it) and/or any other obligations secured thereby, then the obligations of the Issuer in respect of the Notes and the Swap Agreement and/or the Option Agreement and/or any such other obligations will be limited to such net proceeds. The other assets of the Issuer (including, in the case of a mandatory partial redemption where Note Condition 7.3(a) or (b) applies, the Secured Collateral other than the Repayable Assets (as defined in Note Condition 5.2 (*Mandatory Redemption*)), which will remain available to those holders whose Notes have not been redeemed), will not be available for payment of any Shortfall (as defined below) arising therefrom. Any Shortfall shall be borne by the Noteholders and Couponholders, the Swap Counterparty, the Option Counterparty and any other persons entitled to the benefit of such security according to the priorities specified in the Issue Deed.

The Issuer will not be obliged to make any further payment in excess of the Net Proceeds and any right to receive any further sum in each case in respect of any Shortfall remaining after realisation of the security under Note Condition 7.8 above and application of the proceeds in accordance with the Issue Deed shall be extinguished and neither the Security Trustee nor any Swap Counterparty nor any Option Counterparty nor any Noteholder or Couponholder nor any other person entitled to the benefit of such security (nor any person acting on behalf of any of them) may take any further action to recover such Shortfall. In particular, no such party will be able to petition for the winding-up of the Issuer or any similar

insolvency proceedings. Failure to make any payment in respect of any Shortfall shall in no circumstances constitute an Event of Default under Note Condition 11.

Where Note Condition 7.3(a) or (b) above applies, the realisation of some only of the Secured Collateral where there is a shortfall will not extinguish any claims in respect of the remaining Secured Collateral.

In this Note Condition “**Shortfall**” means the amount, if any, by which the amount of the Net Proceeds is less than the payments which would but for this Note Condition 7.9 have been due under the Notes and the Swap Agreement and the Option Agreement and/or to any other person entitled to the benefit of the security created pursuant to the Issue Deed and/or the Additional Security Document.

7.10 **Issuer’s rights as holder of Secured Collateral or Unsecured Collateral**

The Issuer may, in principle, in respect of Secured Notes exercise any rights in its capacity as holder of the Secured Collateral or in the case of Unsecured Notes, the Unsecured Collateral as directed by an Extraordinary Resolution of the Noteholders or as directed by a third party which has been appointed to provide voting instructions and, if such consent or direction is given, the Issuer will act, in principle, in accordance with such consent or direction. In particular, the Issuer will not, unless otherwise stated in the relevant Issue Terms, attend or vote at any meeting of holders of the Secured Collateral or Unsecured Collateral as applicable, or give any consent or notification or make any declaration in relation to the Secured Collateral or Unsecured Collateral as applicable, unless so directed by an Extraordinary Resolution of the Noteholders.

The Security Trustee shall not be obliged to give any direction or request to the Issuer in relation to the Secured Collateral unless it is required to do so pursuant to the Note Conditions or is instructed to do so by the holders of at least one-fifth in principal amount of the Notes of the relevant Series or by an Extraordinary Resolution of the Noteholders of such Series and then only if and to the extent that the Security Trustee is indemnified and/or prefunded and/or secured to its satisfaction and provided that it shall not be obliged to take any action if it would be against any applicable law. The Security Trustee shall be entitled to rely and act on any instruction given to it by such Noteholders or by an Extraordinary Resolution and it shall not be liable to any person for the consequences of acting in accordance with such instruction. The Security Trustee shall not be responsible for monitoring or enquiring whether any rights have become exercisable by the Issuer in its capacity as the holder of any Secured Collateral and shall not be liable to any person for any failure by the Issuer to exercise those rights. Notwithstanding the foregoing, the Issuer will be required to take actions and/or give directions in relation to the Secured Collateral if the Note Conditions so provide that actions are required to be taken and/or directions are required to be given, without obtaining the consent of the Security Trustee or any Noteholders (unless the Note Conditions require otherwise).

8. **RELATED AGREEMENTS**

8.1 **Swap Agreement**

The Swap Agreement will terminate on the date specified in the Swap Agreement (the “**Swap Agreement Termination Date**”), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Swap Agreement will terminate in full if all the Notes are redeemed prior to their Maturity Date pursuant to any provision of Note Condition 5 (*Redemption, Purchase and Options*) or upon the occurrence of an Event of Default; and (ii) the Swap Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the principal amount of the relevant Notes being redeemed bears to the aggregate principal amount of the Notes of the

relevant Series immediately prior to such redemption) if some of the Notes are redeemed or the Notes are redeemed in part prior to their Maturity Date pursuant to any provision of Note Condition 5. In the event of an early termination of the Swap Agreement, either party to the Swap Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Swap Agreement. In the event of an early termination of the Swap Agreement as a result of the redemption of the Notes pursuant to Note Condition 5.2 (*Mandatory Redemption*), any obligation of the Issuer at any time to deliver the Secured Collateral or Unsecured Collateral, as applicable, to the Swap Counterparty shall for the purposes of the calculation of such termination payment be deemed to be replaced by an obligation of the Issuer to pay to the Swap Counterparty a sum equal to the nominal amount of such Secured Collateral or Unsecured Collateral, as applicable.

Neither the Issuer nor the Swap Counterparty is obliged under the Swap Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Swap Agreement is terminable in such event. If the Issuer, on the occasion of the next payment due under the Swap Agreement, would be required by law to withhold or account for tax such that it would be rendered unable to make payment of the full amount due or would be required to account for tax or would suffer tax on its income in respect of the amount paid to it, the Issuer shall so inform the Security Trustee, if any, in writing, and shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction as the principal obligor in accordance with Note Condition 13.4 (*Substitution*) or to use all reasonable endeavours to transfer its residence for tax purposes to another jurisdiction. Any transfer of the rights and obligations of the Swap Counterparty or any guarantee of the obligations of the Swap Counterparty (or of any transferee of the rights and obligations of the Swap Counterparty) in respect of the Swap Agreement will be subject to:

- (a) the Issuer being satisfied that such rights and obligations have been effectively transferred to and/or guaranteed by, as the case may be, the transferee and/or guarantor selected by the Swap Counterparty and that all the Issuer's right, title, benefit and interest in, to, under and in respect of the Swap Agreement following any such transfer and/or guarantee in respect of the obligations of the Swap Counterparty (or, as the case may be, any transferee to whom the obligations of the Swap Counterparty are transferred), are effectively secured in favour of the Security Trustee, if any, for the benefit of the Noteholders and Couponholders; and
- (b) the Swap Counterparty having indemnified the Issuer and the Security Trustee, if any, against any stamp or other documentary charges and all expenses (if any) incurred by the Issuer and/or the Security Trustee, if any, in connection with such transfer.

To the extent that the Swap Counterparty fails to make payments due to the Issuer under the Swap Agreement, the Issuer will be unable to meet its obligations in respect of the Notes and Coupons. In such event, the Swap Agreement will be terminated and the Notes will become repayable in accordance with Note Condition 5.3 (*Redemption for taxation and other reasons*). Upon enforcement in respect of the Secured Property, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Noteholders and Couponholders and the other persons entitled to the benefit of such security.

8.2 Option Agreement

The Option Agreement will terminate on the date specified in the Option Agreement (the "**Option Agreement Termination Date**"), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Option Agreement will

terminate in full if all the Notes are redeemed prior to their Maturity Date pursuant to any provision of Note Condition 5 (*Redemption, Purchase and Options*) or upon the occurrence of an Event of Default; and (ii) the Option Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the principal amount of the relevant Notes being redeemed bears to the aggregate principal amount of the Notes of the relevant Series immediately prior to such redemption) if some of the Notes are redeemed or the Notes are redeemed in part prior to their Maturity Date pursuant to any provision of Note Condition 5. In the event of an early termination of the Option Agreement, either party to the Option Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Option Agreement.

Neither the Issuer nor the Option Counterparty is obliged under the Option Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Option Agreement is terminable in such event.

Any transfer of the rights and obligations of the Option Counterparty or any guarantee of the obligations of the Option Counterparty (or of any transferee of the rights and obligations of the Option Counterparty) in respect of the Option Agreement will be subject to:

- (a) the Issuer, being satisfied that such rights and obligations have been effectively transferred to and/or guaranteed by, as the case may be, the transferee and/or guarantor selected by the Option Counterparty and that all the Issuer's right, title, benefit and interest in, to, under and in respect of the Option Agreement following any such transfer and/or guarantee in respect of the obligations of the Option Counterparty (or, as the case may be, any transferee to whom the obligations of the Option Counterparty are transferred), are effectively secured in favour of the Security Trustee, if any, for the benefit of the Noteholders and Couponholders; and
- (b) the Option Counterparty having indemnified the Issuer and the Security Trustee, if any, against any stamp or other documentary charges and all expenses (if any) incurred by the Issuer and/or the Security Trustee, if any, in connection with such transfer.

To the extent that the Option Counterparty fails to meet its obligations to the Issuer under the Option Agreement, the Issuer will be unable to meet its obligations in respect of the Notes. In such event, the Option Agreement will be terminated and the Notes will become repayable in accordance with Note Condition 5.3 (*Redemption for taxation and other reasons*). Upon enforcement in respect of the Secured Property, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Noteholders and Couponholders and the other persons entitled to the benefit of such security.

8.3 Repurchase Agreement

- (a) If it is stated in the Issue Terms that the Issuer has entered into the Repurchase Agreement, the Repurchase Counterparty may, subject to the provisions thereof, at any time and from time to time prior to the Maturity Date (and provided that the Notes have not fallen due and repayable prior to the Maturity Date), by giving written notice to the Issuer, the Security Trustee (if any) and the Custodian or Collateral Custodian, as applicable (a "**Purchase Notice**"), request the Issuer (the "**Purchase Option**") to transfer any amount of the assets comprised in, in the case of Secured Notes, the Secured Collateral (the "**Purchased Collateral**") or, in the case of Unsecured Notes, the Unsecured Collateral (the "**Purchased Unsecured Collateral**") on terms that full legal and beneficial ownership of such Purchased Secured Collateral or Purchased Unsecured Collateral shall vest in the Repurchase

Counterparty on the date specified in the Purchase Notice (the “**Delivery Date**”) free and clear of all charges, liens and encumbrances created by the Issue Deed with respect thereto or otherwise by the Issuer and together with the benefit of all the Issuer’s rights and entitlements thereto and therein subsisting at the time the Purchase Option is exercised against payment to the Issuer of the purchase price (the “**Purchase Price**”) (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and on terms that the Repurchase Counterparty shall be obliged to deliver the Purchased Secured Collateral or Purchased Unsecured Collateral or Fungible Collateral or Fungible Underlying to the Issuer on the date specified in the relevant Purchase Notice or, if no date is so specified, on the date specified in the absolute discretion of the Repurchase Counterparty (each, a “**Redelivery Date**”) against payment of the repurchase price (the “**Repurchase Price**”) (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and that until the Purchased Secured Collateral or Purchased Unsecured Collateral or Fungible Secured Collateral or Fungible Unsecured Collateral is so delivered, all payments of principal, interest or other sums in respect of the Purchased Secured Collateral or Purchased Unsecured Collateral will be made to the Repurchase Counterparty (each, a “**Purchase Transaction**”). Unless otherwise provided in the Issue Terms, the Repurchase Price may not exceed the amount for the time being standing to the credit of the Relevant Cash Account.

“**Fungible Secured Collateral**” or “**Fungible Unsecured Collateral**” as applicable, means an amount of debt or equity securities equivalent to the Purchased Collateral or Purchased Underlying the subject of the relevant Purchase Transaction (provided that, if and to the extent that such Purchased Secured Collateral or Purchased Unsecured Collateral has been redeemed, such expression shall mean a sum of money equivalent to (and in the same currency as) the proceeds of such redemption) and debt or equity securities are “equivalent to” Purchased Collateral or Purchased Underlying if they (i) are of the same issuer or obligor (ii) are part of the same issue, series or class, (iii) are of an identical type, nominal value and description and amount as the Purchased Collateral or Purchased Underlying and (iv) have the same terms and conditions and rank in all respects *pari passu* and equally with the Purchased Collateral or Purchased Underlying.

Under the Repurchase Agreement, the Repurchase Counterparty in respect of a Purchase Transaction will be required to make payments to the Issuer equal to each payment of principal, interest, dividends or other distributions made by an obligor of the relevant Purchased Collateral or Purchased Underlying (each an “**Income Payment**”) on the date on which such payments under such Purchased Collateral or Purchased Underlying are made by the obligor of such Purchased Secured Collateral or Purchased Unsecured Collateral.

In the case of Secured Notes and unless otherwise specified in the Issue Terms, if the Issuer agrees to the terms of a Purchase Notice, the Issuer will be deemed to be authorised by all persons entitled to the benefit of the security created by or pursuant to the Issue Deed to release from the security created by or pursuant to the Issue Deed the Secured Collateral which is the subject of the Purchase Transaction. If any Purchased Secured Collateral or Fungible Secured Collateral is redelivered to the Issuer pursuant to the Repurchase Agreement, the right of the Issuer to receive payments from the Repurchase Counterparty equal to the Income Payments made on or in respect of such Purchased Secured Collateral or Fungible Secured Collateral shall terminate and, upon redelivery of such Purchased Secured Collateral or Fungible Secured Collateral, such Purchased Secured Collateral or Fungible Secured Collateral shall be subject to the security constituted by or created pursuant to the Issue Deed.

Any amount of Purchase Price paid by the Repurchase Counterparty to the Issuer pursuant to the Relevant Cash Account opened by the Custodian and/or Collateral Custodian as applicable with a bank or other financial institution (which shall be the Custodian and/or

Collateral Custodian as applicable unless otherwise specified in the Issue Terms) specified in the Issue Deed on terms that the funds standing to the credit of the Relevant Cash Account shall earn the rate or rates of interest (which may be a floating rate) specified in the Issue Deed. Funds credited to the Relevant Cash Account from time to time (including capitalised interest) shall be debited from the Relevant Cash Account on each Repurchase Date to be applied in payment of the Repurchase Price then due or as otherwise provided in the Issue Deed.

To the extent that the Repurchase Counterparty fails to make payments due to the Issuer under the Repurchase Agreement, or to deliver Purchased Secured Collateral or Fungible Secured Collateral or in the case of Unsecured Notes the Purchased Unsecured Collateral or Fungible Unsecured Collateral to the Issuer when required under the Repurchase Agreement, the Issuer will be unable to meet its obligations in respect of the Notes, Receipts and Coupons. In such event, the Repurchase Agreement will be terminated and the Notes will become repayable in accordance with Note Condition 5.3 (*Redemption for taxation and other reasons*). Upon enforcement in respect of the Secured Property or Compartment Property, as applicable, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Noteholders and Couponholders and the other persons entitled to the benefit of such security.

In the case of Secured Notes the Security Trustee shall not be liable to the Issuer, the Noteholders, the Swap Counterparty, the Option Counterparty or any other person for any loss arising from the exercise of any Purchase Option, any Purchase Transaction or any release of Secured Property in connection therewith.

- (b) If it is specified in the Issue Terms that Note Condition 7.6 (a) (*Replacement and/or Substitution of Secured Collateral or Unsecured Collateral*) applies to the Notes, and in the case of Secured Notes the security for the Notes is as described in Note Condition 7.3 (a) or (b) (*Security*), and unless otherwise specified in the Issue Deed, the Repurchase Counterparty may, at its cost and subject to and in accordance with the provisions of the Issue Deed, deliver a Replacement Notice to the Issuer, the Security Trustee (if any), the Custodian or Collateral Custodian as applicable, the Option Counterparty and the Swap Counterparty (if any) in, or substantially in, the form set out in the Agency Agreement, requesting authorisation from the Issuer that any securities or other assets for the time being comprising all or part of the Purchased Secured Collateral (hereinafter referred to as the “**Replaced Purchased Secured Collateral**”) or the Purchased Unsecured Collateral, (herein after referred to as the “**Replaced Purchased Unsecured Collateral**”) be replaced (a “**Replacement**”) by other securities or assets of a type or types (or combination thereof), having the features specified in respect of Replacement Secured Collateral in the Issue Deed (“**Replacement Purchased Secured Collateral**”) or the Replacement Unsecured Collateral in the Issue Deed (“**Replacement Purchased Unsecured Collateral**”) and on terms that such other conditions as may be specified in the Issue Deed in respect of a Replacement (as defined therein) are satisfied. Subject to the Issuer authorising the Replacement, any such Replacement Purchased Secured Collateral or the Replacement Purchased Unsecured Collateral, as applicable, shall (to the extent delivered by the Repurchase Counterparty to the Issuer when required under the Repurchase Agreement) constitute Replacement Purchased Secured Collateral or the Replacement Purchased Unsecured Collateral, as applicable.

In respect of Secured Notes upon receipt of a Replacement Notice, if the Issuer has determined (acting in its sole and absolute discretion) that it will authorise the Replacement, the Issuer shall forthwith notify the Security Trustee, the Swap Counterparty, the Option Counterparty, the Principal Paying Agent, the Registrar (in the case of Registered Notes),

the Custodian, the Calculation Agent and, in accordance with Note Condition 16 (*Notices*), the Noteholders of the Replacement.

In respect of Secured Notes the Security Trustee shall not be liable to the Issuer, the Noteholders, the Swap Counterparty, the Option Counterparty or any other person and the Issuer shall not be liable to the Security Trustee, the Noteholders, the Swap Counterparty, the Option Counterparty or any other person for any loss arising from any arrangement referred to in the Replacement Notice or otherwise from the operation thereof.

- (c) If it is specified in the Issue Terms that Note Condition 7.6(b) (*Replacement and/or Substitution of Secured Collateral or Unsecured Collateral*) applies to the Notes, and in the case of Secured Notes the security for the Notes is as described in Note Condition 7.3(a) or (b) (*Security*), and securities and/or other assets which comprise all or part of the Purchased Secured Collateral or Purchased Unsecured Collateral, as applicable, have a maturity date which falls prior to the maturity date or other date for final redemption of the Notes (in the case of Secured Notes “**Maturing Purchased Secured Collateral**” or in the case of Unsecured Notes “**Maturing Purchased Unsecured Collateral**”), then unless provided otherwise in the Issue Deed, the proceeds of redemption received upon maturity of such Maturing Purchased Secured Collateral or Maturing Purchased Unsecured Collateral, as applicable, may, upon request to the Issuer and if such request is authorised, be applied by the Repurchase Counterparty:
- (i) in the purchase of further securities and/or other assets of a type or types (or combination thereof) identified by the Repurchase Counterparty and having the features (if any) specified in respect of Substitute Secured Collateral or Substitute Unsecured Collateral, as applicable, in the Issue Deed (or, if no features are so specified, having such features as the Repurchase Counterparty shall in its sole and absolute discretion determine) (in the case of Secured Notes “**Substitute Purchased Secured Collateral**” or in the case of Unsecured Notes “**Substitute Purchased Unsecured Collateral**” and each such purchase a “**Substitution**”). Any such Substitute Purchased Collateral or Substitute Purchased Underlying, as applicable, so specified shall (to the extent delivered by the Repurchase Counterparty to the Issuer when required under the Repurchase Agreement) constitute Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable, for the purposes of the Issue Terms of the Notes; and/or
 - (ii) by crediting such proceeds of redemption to an interest bearing account in the name of the Repurchase Counterparty (the “**Repurchase Counterparty Cash Account**”) opened by the Repurchase Counterparty with a bank or other financial institution selected by the Repurchase Counterparty in respect of the proceeds of redemption of Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable. Subject to any contrary provision in the Issue Terms of the relevant Notes or in the relevant Purchase Notice, the Repurchase Counterparty will procure that funds credited to the Repurchase Counterparty Cash Account from time to time (including capitalised interest) shall be debited from the Repurchase Counterparty Cash Account on the Maturity Date or other date for redemption of the Notes and paid to the Issuer for application by the Issuer in connection with such redemption.

Not later than the date of each Substitution, the Repurchase Counterparty shall give a notice to the Issuer, the Security Trustee (if any), the Option Counterparty and the Swap Counterparty (if any) (a “**Substitution Notice**”) in, or substantially in, the form set out in the Agency Agreement, requesting authorisation from the Issuer and specifying, among other

things, the details of any proposed Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable, and the date on which it is proposed to be purchased. Upon receipt of a Substitution Notice, if the Issuer has determined (acting in its sole and absolute discretion) to authorise the Substitution, the Issuer shall forthwith notify the Security Trustee, the Swap Counterparty, the Option Counterparty, the Principal Paying Agent, the Registrar (in the case of Registered Notes), the Custodian (in the case of Secured Collateral) or Collateral Custodian (in the case of Unsecured Collateral), the Calculation Agent and, in accordance with Note Condition 16 (*Notices*), the Noteholders of such Substitution.

Notwithstanding the foregoing, a Substitution may only be made if such conditions as are specified in the Issue Deed in respect of a Substitution (as defined herein) are satisfied.

In the case of a Replacement and/or Substitution in accordance with this Note Condition 8.3, a supplement to the relevant prospectus prepared in respect of the listing of the Notes will, in the case of any Series of Notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

9. RESTRICTIONS

The Issuer has covenanted in the Issue Deed that (*inter alia*) so long as any of the Notes remains outstanding, it will not, without the consent of the Security Trustee (if any) and, if applicable, the Option Counterparty and the Swap Counterparty:

- (a) engage in any activity or do anything whatsoever except:
 - (i) issue or enter into Investments (which as defined in the Issue Deed include further Notes) which are subject to the Securitisation Law (“**Permitted Investments**”) or otherwise incur indebtedness in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to the Securitisation Law and/or such indebtedness relates to assets or other property which are not part of the Secured Property or Compartment Property, as the case may be, of any other Notes and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets on which such indebtedness is secured (“**Permitted Indebtedness**”);
 - (ii) enter into any Agency Agreement, Custody Agreement or Collateral Custody Agreement (as applicable), Issue Deed, Related Agreements or any deed or agreement of any other kind related to any Permitted Investment or Permitted Indebtedness, but provided always that any such agreement is entered into on terms that the obligations of the Issuer thereunder are secured on specified assets of the Issuer (other than its share capital) which do not form part of the Secured Property or Compartment Property, as the case may be, and on terms which provide for extinguishment of all claims in respect of such obligations after application of the assets on which such indebtedness is secured;
 - (iii) acquire, or enter into any agreement constituting the Secured Collateral or the Unsecured Collateral in respect of any Permitted Investment or the assets securing any Permitted Indebtedness;
 - (iv) perform its obligations under each Permitted Investment or Permitted Indebtedness and the Agency Agreement, Custody Agreement or Collateral

Custody Agreement (as applicable), Issue Deed, any Related Agreements or other deeds or agreements incidental to the issue and constitution of, or the granting of security for, any Permitted Investment or Permitted Indebtedness;

- (v) enforce any of its rights under the Agency Agreement, Custody Agreement or Collateral Custody Agreement (as applicable), the Issue Deed, any Related Agreements or any other deed or agreement entered into in relation to any Permitted Investment or Permitted Indebtedness;
 - (vi) perform any act incidental to or necessary in connection with any of the above;
- (b) subject to sub-paragraph (a) above, dispose of any of its property or other assets or any part thereof or interest therein (subject as provided in the terms and conditions relating to any Permitted Investment or the terms and conditions of any Permitted Indebtedness);
- (c) in the case of Secured Notes, issue or create any Series of Notes unless either (i) the Security Trustee thereof is the same person as the Security Trustee for the Notes or (ii) the Security Trustee has received legal advice satisfactory to it from reputable legal advisers in England and the jurisdiction of incorporation of the Issuer to the effect that the appointment of a person other than the Security Trustee as Security Trustee of such Series of Notes or, as the case may be, the absence thereof, will not adversely affect the ability of the Security Trustee to appoint an administrative receiver over the assets of the Issuer pursuant to Clause 6.5 of the Security Trust Deed; or
- (d) consolidate or merge with any other person.

10. PRESCRIPTION

Claims against the Issuer for payment of principal or interest in respect of the Notes, Receipts and (subject to Note Condition 6.6(b) (*Unmatured Coupons and Receipts and unexchanged Talons*)) Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within five years from the appropriate Relevant Date in respect thereof.

*The Luxembourg law dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the “**Involuntary Dispossession Law 1996**”) requires that any amount that is payable under the Bearer Notes, Receipts and Coupons (if any) before opposition to such payment under the Bearer Notes, Receipts and Coupons (if any) has been filed (by the relevant holder) but has not yet been paid to the holder of these Bearer Notes, Receipts and Coupons (if any) is paid to the Caisse de Consignations in Luxembourg until the opposition to such payment under the Bearer Notes, Receipts and Coupons (if any) has been withdrawn or elapsed.*

11. EVENTS OF DEFAULT

In the case of (A) Secured Notes the Security Trustee shall, if so requested in writing by the holders of at least one-fifth in principal amount of Notes then outstanding, or if so directed by an Extraordinary Resolution of such holders (subject to being indemnified and/or pre-funded and/or secured to its satisfaction), give notice to the Issuer that such Notes are, and they shall accordingly forthwith become immediately due and repayable at their Redemption Amount and the security constituted by or created pursuant to the Issue Deed shall become enforceable, as provided in the Issue Deed or (B) Unsecured Notes the Notes shall become

forthwith become immediately due and repayable at their Redemption Amount, in each case, in any of the following events (each an “**Event of Default**”):

- (a) if default is made for a period of 30 (thirty) calendar days or more in the payment of any sum due in respect of the Notes (subject as provided in Note Conditions 5.2 (*Mandatory Redemption*) and 5.3 (*Redemption for taxation and other reasons*) and/or any payment of any sum in respect of an exercise of a Noteholders’ option or any of them; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Notes or the Issue Deed and such failure continues for a period of 30 (thirty) calendar days (or such longer period as Noteholders may permit) following the service by any Noteholder on the Issuer of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or
- (c) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by an Extraordinary Resolution.

In the case of Secured Notes the Issuer has undertaken in the Issue Deed that, on each anniversary of the date of first entry into of an Issue Deed between the Issuer and the Security Trustee and also within 14 days after any request by the Security Trustee it will send to the Security Trustee a certificate signed by a Director of the Issuer to the effect that, after making all reasonable enquiries by such Director, to the best of the knowledge, information and belief of the Issuer there did not exist, as at a date not more than five days prior to the date of the certificate, nor had there existed at any time prior thereto since the date of the Issue Deed or the date of the last such certificate if any, any Event of Default or Potential Event of Default (as defined in the Issue Deed) or, if such an Event of Default or Potential Event of Default did then exist or had existed, specifying the same and to such other effect as the Security Trustee may require.

The Issue Deed provides that the Security Trustee shall not be under any obligation to monitor whether or not an Event of Default or a Potential Event of Default (as defined in the Issue Deed) has occurred or is continuing.

12. **ENFORCEMENT**

The Security Trustee shall not, and will not be bound to, take any action in relation to these presents or any other Transaction Documents (including, but not limited to, giving notice to the Issuer under Note Condition 11 (*Events of Default*) above that the Notes are immediately due and repayable at their Redemption Amount and the security constituted by or created pursuant to the Issue Deed shall become enforceable or the taking of any proceedings and/or steps and/or action or the giving of any direction mentioned in this Note Condition 12 to enforce the provisions of the Issue Deed, these terms and conditions, the Notes and the Coupons) unless (subject always to the terms of the Security Trust Deed): (a) it shall have been so requested or directed by any person entitled to make such request or give such direction pursuant to Note Condition 7.8(a) (*Realisation of the Secured Property*) and (b) it shall have been indemnified and/or prefunded and/or secured to its satisfaction and provided that it shall not be obliged to take any action if it would be against any applicable law.

Provided that the Security Trustee may at all times, whether or not so directed, take such action in respect of any right, power or discretion which is personal to the Security Trustee

or is to preserve or protect the Security Trustee's position or is of a purely administrative nature. The Security Trustee shall be entitled to seek clarification in the case of enforcement under this Note Condition 12 from any person entitled to make such requests or give such direction pursuant to Note Condition 7.8(a) (*Realisation of the Secured Property*) or, in all other cases, from the Noteholders with regard to such instructions as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority, or discretion and may in its discretion elect not to act pending receipt of such instructions or clarification to its satisfaction in the case of enforcement under this Note Condition 12 from any person entitled to make such requests or give such direction pursuant to Note Condition 7.8(a) (*Realisation of the Secured Property*) or in all other cases from the Noteholders. The Security Trustee shall not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with the paragraph above.

Only the Security Trustee (or, to the extent provided in Note Condition 7.8(b) (*Realisation of the Secured Property or Compartment Assets relating to the Notes*), the Selling Agent) may pursue the remedies available under the Issue Deed to enforce the rights of the Noteholders, Couponholders and/or the Swap Counterparty and/or the Option Counterparty and/or the Custodian and/or the Principal Paying Agent and/or the Registrar and no Noteholder, Couponholder, Swap Counterparty, Option Counterparty or the Custodian or the Principal Paying Agent or the Registrar is entitled to proceed against the Issuer unless the Security Trustee, having become bound to proceed in accordance with the terms of the Issue Deed, fails or neglects to do so within a reasonable period and such failure is continuing.

The Security Trustee, the Swap Counterparty, the Option Counterparty, the Noteholders and Couponholders, the Custodian and the Principal Paying Agent and the Registrar shall have recourse only to the Secured Property and the Selling Agent or the Security Trustee having realised the same or, in the case of a partial redemption pursuant to Note Condition 5.2 (*Mandatory Redemption*), the Repayable Assets and distributed the net proceeds in accordance with Note Condition 7.5 (*Application of Proceeds of Enforcement of Secured Property or Compartment Property*), the Security Trustee, the Swap Counterparty, the Option Counterparty, the Noteholders and Couponholders, the Custodian, the Principal Paying Agent, the Registrar or anyone acting on behalf of any of them shall not be entitled to take any further steps against the Issuer or the Security Trustee to recover any further sum (save for lodging a claim in the liquidation of the Issuer initiated by another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer) and the right to receive any such sum shall be extinguished. In particular, neither the Security Trustee or the Swap Counterparty or the Option Counterparty or the Custodian or the Principal Paying Agent or the Registrar nor any Noteholder or Couponholder, nor any other party to the Issue Deed shall be entitled to petition or take any other step for the winding-up of the Issuer or the appointment of an examiner in respect of the Issuer, nor shall any of them have any claim in respect of any asset of the Issuer not forming part of the Secured Property.

In the case of Unsecured Notes and unless otherwise specified in the relevant Issue Terms the Issuer shall on an enforcement of the Compartment Assets take such action as it is required to take in accordance with the provisions of the Securitisation Law.

13. MEETINGS OF NOTEHOLDERS; MODIFICATIONS; WAIVER; AND SUBSTITUTION

13.1 Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes (including these Note Conditions or the provisions of the Issue Deed insofar as the same may apply to such Notes).

The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing more than 50 per cent per cent. in principal amount of the Notes for the time being outstanding or, at any adjourned such meeting, one or more persons being or representing Noteholders, whatever the principal amount of the Notes so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not and on all relevant Couponholders and holders of Receipts, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest thereof, (b) to reduce or cancel the principal amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (c) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in respect thereof, (d) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Redemption Amount is shown in the Issue Deed, to reduce any such Minimum and/or Maximum, (e) to change any method of calculating the Redemption Amount or, in the case of Zero Coupon Notes, to vary the method of calculating the Amortised Face Amount, (f) to change the currency or currencies of payment or denomination of the Notes, (g) to take any steps which as specified in the Issue Deed may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (h) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, (i) to modify the provisions of the Issue Deed concerning this exception or (j) to modify any other provisions specifically identified for this purpose in the Issue Deed, will only be binding if passed at a meeting of the Noteholders, the quorum at which shall be one or more persons holding or representing not less than 67 per cent. or, at any adjourned meeting, not less than 25 per cent., in principal amount of the Notes for the time being outstanding. A resolution in writing signed by or on behalf of the holders of not less than 67 per cent. in principal amount of the Notes for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Noteholders and a resolution by way of electronic consent through the relevant Clearing System(s) authorised by or on behalf of the holders of not less than 67 per cent. in principal amount of the Notes for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Noteholders.

The provisions of articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended (the “**Companies Law 1915**”), shall not apply to the Notes, Receipts, Coupons and Talons (if any). No holder of Notes may initiate proceedings against the Issuer based on article 470-21 of the Companies Law 1915.

13.2 **Modification**

The Issuer may, without the consent of the Noteholders but only with the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any) agree to (a) any modification to the Issue Deed, any Related Agreements, any Ancillary Agreement or any other agreement or document entered into in relation to the Notes which is of a formal, minor or technical nature or is made to correct a manifest error, or an error which is, in the opinion of the Issuer, proven; (b) any modification of any of the provisions of the Issue Deed, any Related Agreements, any Ancillary Agreement or any other agreement or document entered into in relation to the Notes which in the opinion of the Issuer is not materially prejudicial to the interests of the Noteholders; (c) any modification of the provisions of the Issue Deed, any Related Agreements, any Ancillary Agreement or any other agreement or document entered into in relation to the Notes which is made to satisfy any requirement of any stock exchange on which the Notes are or are proposed to be issued and which, in each case, is not in the opinion of the Issuer in the case of Unsecured Notes materially prejudicial to the interests of the Noteholders and (d) any modification of the provisions of the Issue Deed, the Option Agreement, the Swap Agreement, any Ancillary Agreement or the Credit

Support Document which is specified in the Issue Deed as being a modification to which the Issuer may agree without the consent of the Noteholders or any Secured Party but only with the prior written consent of the Option Counterparty (if any) and the Swap Counterparty (if any). The Issue Deed provides that the Issuer shall not agree to any amendment or modification of the Issue Deed without first obtaining the consent in writing of the Swap Counterparty and the Option Counterparty, which consent shall not be unreasonably withheld or delayed.

Any such modification shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Note Condition 16 (*Notices*).

Notwithstanding any other provision of the Transaction Documents, but subject to the Note Condition 5.5 (*Redemption Following an Administration/Benchmark Event*), in the cases of Secured Notes, the Security Trustee shall only (a) agree to any modification to the Issue Deed, the Option Agreement, the Swap Agreement, the Credit Support Document, any Ancillary Agreement, or any other agreement or document entered into in relation to the Notes; or (b) agree to waive or authorise any breach or proposed breach by the Issuer or other parties to the Issue Deed, the Option Agreement, the Swap Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Notes; or (c) grant any consent or waiver in respect of or exercise any right or discretion under the Issue Deed, the Option Agreement, the Swap Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Notes, in each case if directed to do so by the Noteholders provided that in making any agreement or granting any consent or waiver pursuant to (a), (b) and/or (c) above, the Security Trustee shall not be required to act pursuant to an instruction from the appropriate party, where it considers, in its reasonable opinion, that this would conflict with its ability to protect or preserve its own rights under any document or result in it incurring additional liabilities or obligations.

13.3 **Waiver**

The Issuer may, without the consent of the Noteholders but only with the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any) and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby, waive or authorise, on such terms and conditions as to it shall seem expedient, any breach or proposed breach by the Issuer of any of the covenants or provisions in the Issue Deed or the Note Conditions or determine that any Event of Default or Potential Event of Default shall not be treated as such provided always that the Issuer shall not exercise any powers conferred on it by this Note Condition 13.3 (*Waiver*) in contravention of any express direction given by an Extraordinary Resolution of the Noteholders but no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination shall be binding on the Noteholders, the Option Counterparty and the Swap Counterparty.

Any such waiver, authorisation or determination shall be notified to the Noteholders as soon as practicable thereafter in accordance with Note Condition 16 (*Notices*).

13.4 **Substitution**

The Issue Deed contains provisions permitting the Issuer to agree, subject to such amendment of the Issue Deed and such other conditions as the Issuer may require but without the consent of the Noteholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to the substitution of any other company (a "**Substitute Company**") in place of the Issuer or of any previous substituted company, as principal obligor under the Issue Deed and all of the Notes then outstanding. In

the case of such a substitution the Issuer may agree, without the consent of the Noteholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to a change of the law governing the Notes and/or the Issue Deed provided that such change would not, in the opinion of the Issuer be materially prejudicial to the interests of the Noteholders. In addition, the Issue Deed provides that the Issuer shall be required to use all reasonable endeavours to arrange the substitution of a Substitute Company incorporated in another jurisdiction as principal obligor under the Issue Deed in the circumstances described in Note Condition 5.3(a) (*Redemption for taxation and other reasons*).

The Issue Deed provides that, if a Director or other authorised officer of any Substitute Company certifies that the Substitute Company will be solvent immediately after the time at which the substitution is to be effected, the Issuer shall not have regard to the financial condition, profits or prospects of such Substitute Company or compare the same with those of the Issuer (or any previously substituted company).

For the purposes of this Note Condition 13.4, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Notes, the holders of the Notes are expressly deemed to have consented to the substitution of the Issuer by the Substitute Company and to the release of the Issuer from any and all obligations in respect of the Notes and all the agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

13.5 Entitlement of the Security Trustee

In the case of Secured Notes in connection with the exercise of its functions (including but not limited to those referred to in this Note Condition) the Security Trustee shall assume that each holder of a Bearer Note is the holder of all Receipts, Coupons and Talons relating to such Bearer Note and shall have regard to the interests of the holders of such Notes or the Coupons, Receipts or Talons relating thereto as a class and shall not have regard to the consequences of such exercise for Noteholders or Couponholders or holders of Receipts or Talons and the Security Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder or holder of any Receipt or Talon be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual holders of such Notes, Coupons, Receipts or Talons.

14. REPLACEMENT OF BEARER NOTES, REGISTERED NOTES, RECEIPTS, COUPONS AND TALONS

If a Bearer Note, Registered Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws at the specified office of the Principal Paying Agent in London (in the case of the Bearer Notes, Receipts, Coupons or Talons) and the Registrar (in the case of Registered Notes) or the registered office of the Issuer or such other Paying Agent, or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders in accordance with Note Condition 16 (*Notices*), in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Bearer Note, Registered Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Bearer Note, Registered Note, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Bearer Note, Registered Note, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

The replacement of Notes, Receipts, Talons and Coupons in bearer form in the case of loss or theft is subject to the procedure of the Involuntary Dispossession Law 1996, which provides that the person who lost bearer notes may, subject to certain conditions, request the issuer of the notes to deliver new Bearer Notes, Receipts, Talons and Coupons.

15. FURTHER ISSUES

15.1 The Issuer may from time to time without the consent of the Noteholders or Couponholders, but subject to Note Condition 9 (*Restrictions*) create and issue further securities:

- (a) having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) and so that the same shall be consolidated and form a single series with such Notes (the “**Existing Notes**”) provided that, unless otherwise approved by an Extraordinary Resolution of Noteholders, the Issuer provides additional assets as security for such further securities (“**Further Notes**”) of at least an amount determined either on the Nominal Basis or on the Market Value Basis (as each such term is defined below), as selected by the Issuer and specified in the Supplemental Deed (the “**Basis Selection**”), and the Issuer enters into, or has the benefit of, additional or supplemental Related Agreements extending the terms of any existing applicable Related Agreements to the Further Notes on terms no less favourable than those on which such existing documents and agreements, as so extended, apply to the Existing Notes. Any Further Notes shall be constituted and secured by a deed supplemental to the Issue Deed (the “**Supplemental Deed**”, and so that, upon the execution of the Supplemental Deed, all references to the “Issue Deed” shall be construed as being to such document as amended and supplemented by the Supplemental Deed), such further security shall be added to the Secured Property or Compartment Property so that the Further Notes and the Existing Notes shall in the case of Secured Notes be secured by the same Secured Property and in the case of Unsecured Notes, have the benefit of the Compartment Property and references in these Note Conditions to “**Notes**”, “**Secured Collateral**”, “**Unsecured Collateral**”, “**Secured Property**”, “**Compartment Property**”, “**Credit Support Document**”, “**Swap Agreement**”, “**Option Agreement**”, “**Repurchase Agreement**” and “**Related Agreement(s)**” shall be construed accordingly; or
- (b) in the case of Secured Notes, upon terms that such securities form a separate series from the Notes and shall not be secured on the Secured Property for the Notes. Any such securities shall be secured on, but only on, such property or assets as may be referred to in the relevant conditions and Issue Deed applying to such separate series.

- 15.2 If at any time the Issuer or the Arranger determines, in either case acting in their sole and absolute discretion, that the issue of any Further Notes in respect of the Series of Notes would, or may, or (in the determination of the Issuer and/or the Calculation Agent) could reasonably be expected, to result in the Issuer, the Arranger, the Security Trustee and/or any Agent of the Issuer acting in breach of, or failing to comply with, any law, rule, regulation, directive, guidance or similar, to the extent applicable to the Notes, including, without limitation, the AIFMD and/or any related legislation, rules or guidance (including, without limitation, any legislation implementing the AIFMD) (such a breach or failure to comply, a “**Regulatory Breach**”), the Issuer shall not issue any Further Notes in respect of the Series until such amendments have been made to the terms and conditions of the Notes and any other documentation relating to the Notes as the Issuer and the Arranger each determines, in its sole and absolute discretion, would avoid a Regulatory Breach by the issuance of Further Notes in respect of the Series.

In connection with the foregoing, by holding any Notes, each Noteholder shall be deemed to have represented and warranted and agreed that it shall use reasonable efforts to give such consents, and enter into such documentation, as the Issuer and the Arranger determine reasonably necessary to give effect to the amendments contemplated in the foregoing paragraph, provided, however, that this shall not require any Noteholder to act adversely to its own interests.

In this Note Condition:

“**Nominal Basis**” means that the additional assets required to be provided by the Issuer in respect of any Further Notes issued or to be issued pursuant to paragraph (a) hereof shall be of a nominal amount which bears the same proportion to the nominal amount of the Further Notes as the proportion which the nominal amount of such assets forming part of the Secured Property or Compartment Property, as the case may be, for the Existing Notes bears to the nominal amount of the Existing Notes as at such date;

“**Market Value Basis**” means that the additional assets required to be provided by the Issuer in respect of any Further Notes issued or to be issued pursuant to paragraph (a) hereof shall be the variable E calculated in accordance with the following formula:

$$(A + B) \div C = (D + E + F) \div (G + H)$$

where:

- A = the Value of the assets forming part of the Secured Property or Compartment Property as the case may be for the Existing Notes as at 11.00 a.m. (London time) on the Issue Date of the Existing Notes
- B = the Mark to Market Value of any Related Agreements in respect of the Existing Notes as at 11.00 a.m. (London time) on the Issue Date of the Existing Notes
- C = the total nominal principal amount of the Existing Notes as at the Issue Date of the Existing Notes
- D = the Value of the assets forming part of the Secured Property or Compartment Property, as the case may be, for the Existing Notes as at 11.00 a.m. (London time) on the London Business Day falling two London Business Days before the Issue Date of the Further Notes (or such other day as may be selected by the Issuer and specified in the Supplemental Deed)
- E = the Value of the additional assets to form part of the Secured Property or Compartment Property, as the case may be, for the Existing Notes and the Further

Notes required to be provided by the Issuer in respect of the Further Notes as at 11.00 a.m. (London time) on the London Business Day falling 2 (two) London Business Days before the Issue Date of the Further Notes (or such other day as may be selected by the Issuer and specified in the Supplemental Deed)

- F = the Mark to Market Value of any Related Agreements in respect of the Existing Notes, as extended so as to apply also to the Further Notes, as at 11.00 a.m. (London time) on the London Business Day falling two London Business Days before the Issue Date of the Further Notes (or such other day as may be selected by the Issuer and specified in the Supplemental Deed)
- G = the total nominal principal amount of the Existing Notes as at the Issue Date of the Further Notes
- H = the total nominal principal amount of the Further Notes as at the Issue Date of the Further Notes

for which purposes:

the “**Mark to Market Value**” of any Related Agreements means the amount (which may be a negative number) determined by the calculation agent under the relevant Agreement (which determination shall be final and binding on all persons in the absence of manifest error), being:

- (i) if such Agreement is a Swap Agreement, the amount that would be payable to the Issuer by the Swap Counterparty pursuant to Section 6(e)(ii)(2)(A) thereof as if all Transactions were being terminated on such date, provided that Market Quotation shall be determined by the calculation agent appointed under the relevant Related Agreement(s) on the basis of quotations, which the calculation agent shall attempt to obtain from at least three Reference Market-makers (as defined in the Swap Agreement) for amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”) and provided that: (A) if more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (B) if exactly three quotations are provided, the quotation remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (C) if two quotations are provided, or if two or more of the quotations are the same, the arithmetic mean of such quotations; and (D) if fewer than two quotations are provided, Market Quotation shall be determined in such other manner as such calculation agent, acting in good faith, may determine, or
- (ii) if such Agreement is a Credit Support Document or an Option Agreement or a Repurchase Agreement, an amount (which may be a negative number) that would be payable to the Issuer by the Swap Counterparty and/or the Swap Counterparty, as the case may be, determined in the manner specified in the Issue Terms in respect of the Existing Notes or in the Supplemental Deed;

the “**Value**” of any assets forming or to form part of the Secured Property or the Compartment Property, as the case may be for the Existing Notes and/or the Further Notes means the amount determined by the calculation agent appointed under the relevant Related Agreement(s) on the basis of firm bid price quotations (“**Bid Quotations**”) for such

assets which the calculation agent shall attempt to obtain from at least three dealers in such assets as the calculation agent may in its discretion select provided that: (i) if more than three Bid Quotations are provided, Value shall be the arithmetic mean of the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (ii) if exactly three Bid Quotations are provided, the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (iii) if two Bid Quotations are provided, or if two or more of the Bid Quotations provided are the same, the arithmetic mean of such Bid Quotations; and (iv) if fewer than two Bid Quotations are provided, Value shall be determined in such other manner as such calculation agent, acting in good faith, may determine;

all calculations and determinations of any Mark to Market Value or Value shall be performed or made by the calculation agent under the relevant Related Agreements, or such other person as may be specified in the Issue Deed or Supplemental Deed and shall be conclusive and binding on all persons in the absence of manifest error, and no liability shall attach to such calculation agent, the Security Trustee or the Issuer in respect thereof; and

the Basis Selection shall be made by the Issuer, acting in its discretion (subject to any commitment to act in accordance with the instructions of any person), which selection shall be conclusive and binding on all persons and no liability in respect thereof shall attach to the Issuer, the Security Trustee (if any) or any other person in accordance with whose instructions the Issuer is required to act; and

“London Business Days” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

In the case of Secured Notes the Basis Selection by the Issuer is likely to affect the value of the total amount of the Secured Property charged in favour of the Security Trustee as security for the benefit of the persons having an interest therein, including the holders of the Existing Notes and the Further Notes. In making the Basis Selection, the Issuer (i) will not be required to take into account the interests of the Noteholders, and (ii) may be required to make such selection acting on the instructions of any Related Agreement Counterparty or any other person. No assurance can be given that the Basis Selection by the Issuer will be such as would result in the Secured Property for the Existing Notes and the Further Notes, or the pro rata interest therein of each holder of the Existing Notes and the Further Notes, having the highest value. Further, any Related Agreement Counterparty or other person in accordance with whose instructions the Issuer may be required to make such selection, or an affiliate of any of them, may in such capacity or in any other capacity in which it may be acting in respect of the Existing Notes, the Further Notes and/or any arrangements in contemplation thereof or in connection therewith, have an interest in procuring that the Basis Selection will be such as will result in the Secured Property for the Existing Notes and the Further Notes having the lowest value.

Following the issue of any Further Notes, each holder of a Note (whether an Existing Note or a Further Note) will have an equal pro rata share in the Secured Property, as increased in the manner determined by the Basis Selection, and the amount of such pro rata share will be affected by the outcome of the Basis Selection. Any such Related Agreement Counterparty or other person shall be entitled to instruct the Issuer to make the Basis Selection in such manner as it may deem appropriate, without regard to the interests of the holders of the Existing Notes and/or the Further Notes.

The Security Trustee will not have any responsibility for, or any right to control, the Basis Selection and shall not be liable for any loss suffered by any holder of any Existing Note or

Further Note or any other person for any Basis Selection made by the Issuer or for any determination of the amount and/or value of any additional assets required to be and/or actually provided by the Issuer in respect of any Further Notes.

16. NOTICES

Notices to the holders of Registered Notes will be mailed to them or, if there is more than one holder of any Registered Note, to the first named holder of that Note at their respective addresses in the Register and will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes will be valid if published in a leading daily newspaper of general circulation in London approved by the Security Trustee, if any (which is expected to be the Financial Times). If, in the opinion of the Security Trustee, if any, any such publication is not practicable and none of the Notes are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange, or other stock exchange, notice in respect of such unlisted Notes will be validly given if published in another leading daily English newspaper of general circulation in Europe approved by the Security Trustee (if any) or otherwise as selected by the Issuer). Any such notice to holders of Bearer Notes shall be deemed to have been given on the date of publication or, if published more than once or on different dates, on the date of the first such publication as provided above.

If and for so long as any Notes are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Notes will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at).

Couponholders and holders of Receipts and Talons shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Note Condition.

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders shall be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative accountholders rather than by publication as required by Note Condition 16 above provided that, so long as the Notes are listed on are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Notes will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of

the Vienna Stock Exchange (www.wienerbourse.at). Any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder may be given by such Noteholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

17. REMOVAL, INDEMNIFICATION AND OBLIGATIONS OF THE SECURITY TRUSTEE

In the case of Secured Notes the Issue Deed contains provisions for the appointment, retirement and removal of the Security Trustee. The Issuer may remove and appoint a new Security Trustee in respect of the Notes with the consent of the Option Counterparty (if any) and the Swap Counterparty (if any) and if approved by an Extraordinary Resolution of the Noteholders. The Issuer shall as soon as practicable after the appointment of a new Security Trustee notify the Noteholders of such appointment in accordance with Note Condition 16 (*Notices*).

The Issue Deed contains provisions for the indemnification of the Security Trustee and for its relief from responsibility including for the exercise of any voting rights in respect of the Secured Collateral or for the value, validity, sufficiency and enforceability (which the Security Trustee has not investigated) of the security created over the Secured Property. The Security Trustee is not obliged to take any action under the Issue Deed unless indemnified and/or pre-funded and/or secured to its satisfaction. The Security Trustee and any affiliate is entitled to enter into business transactions with the Issuer, any issuer or guarantor (where applicable) of any of the Secured Collateral, any Credit Support Provider, Swap Counterparty, Option Counterparty, or any of their subsidiary, holding or associated companies without accounting to the Noteholders for profit resulting therefrom.

The Security Trustee is exempted from liability with respect to any loss or theft or reduction in value of the Secured Collateral, from any obligation to insure or to procure the insuring of the Secured Collateral (or any documents evidencing, constituting or representing the same or transferring any rights or obligations thereunder) and from any claim arising from the fact that the Secured Collateral is held in an account with a Clearing Agent in accordance with that relevant Clearing Agent's rules or otherwise held in safe custody by the Custodian or the Sub-Custodian or any custodian selected by the Security Trustee (in each case, if applicable). The Security Trustee is not responsible for supervising the performance by any other person of their obligations to the Issuer.

For the avoidance of doubt, the Security Trustee shall only take action under these Note Conditions and under any Transaction Document if instructed to do so (i) in the case of enforcement of the security, by the relevant person entitled to do so under Note Condition 7.8(a) (*Realisation of the Secured Property*); or (ii) in all other cases, by the Noteholders and shall exercise no discretion on behalf of the Secured Parties. Any reference to the Security Trustee exercising discretion (or agreeing, approving, waiving and/or consenting) in these Note Conditions or in any Transaction Document shall be deemed to mean the Security Trustee acting (i) in the case of enforcement of the security, by the relevant person entitled to do so under Note Condition 7.8(a); or (ii) in all other cases, by the Noteholders.

For the purposes of this Note Condition 17, the Issuer expressly accepts and confirms, for the purposes of articles 1278 and 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under and made in accordance with the provisions of the Issue Deed or any agreement referred to therein to which the Issuer

is a party, any security created or guarantee given under the Issue Deed shall be reserved for the benefit of the new Security Trustee (for itself, the Secured Parties, the Noteholders and for the benefit of each Secured Party and each Noteholder).

18. **GOVERNING LAW AND JURISDICTION**

18.1 **Governing Law**

The Issue Deed, the Notes, the Receipts, the Coupons, the Talons and any non-contractual obligations arising out of or in connection with the Issue Deed, the Notes, the Receipts, the Coupons and the Talons (unless otherwise specified in the Issue Deed) are governed by, and shall be construed in accordance with, English law.

18.2 **Jurisdiction**

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes, the Receipts, the Coupons or the Talons and accordingly any legal action or proceedings arising out of or in conjunction with the Notes, the Receipts, the Coupons or the Talons may be brought in such courts (**Proceedings**). The Issuer has in the Issue Deed irrevocably submitted to the jurisdiction of such courts.

18.3 **Agent for Service of Process**

The Issuer has irrevocably appointed the person specified in the Issue Deed as its Agent for Service of Process, at its registered office for the time being, as its agent to receive, for it and on its behalf, service of process in any Proceedings in England.

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

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

TERMS AND CONDITIONS OF THE FIDUCIARY NOTES

TAXATION AND LIABILITIES: Potential investors in the Fiduciary Notes are advised to consult their own tax advisers as to the tax consequences of transactions involving the Fiduciary Notes. While the tax consequences for each investor in the Fiduciary Notes may be different, investors should note that under Luxembourg law the Fiduciary is not regarded as the beneficial owner of the Fiduciary Assets. Therefore, it is possible that an investor's tax treatment would depend on the type of income and gains arising from the Fiduciary Assets and the investor's proportionate share of such income and gains. The Fiduciary has no obligation to enquire as to the tax residence or status of any investor in the Fiduciary Notes and/or the tax treatment of such income and gains in the hands of such investors.

Under Fiduciary Note Condition 12.1 (Taxation) the Fiduciary shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which arises in relation to transactions involving the Fiduciary Notes or any payment due to the Fiduciary under the Fiduciary Assets. All payments made by the Fiduciary shall be made subject to any such tax, duty, withholding or other payment. The Fiduciary will not be obliged to make any application for treaty relief or claim a refund of tax in relation to any tax withheld in relation to any income and gains. Investors should also note the provisions of Fiduciary Note Condition 7.5 (Appointment of Agents). The following, save for italicised text, is the text of the terms and conditions of the Fiduciary Notes which, subject to completion and amendment and as supplemented, modified or varied in accordance with the provisions of the relevant Issue Deed in relation to a particular Series only, will (subject as provided in "Summary of Provisions relating to Relevant Instruments while in Global Form" and any relevant italicised text) be applicable to the Global Bearer Fiduciary Note(s) or Global Registered Fiduciary Note(s) representing each Series and to the Definitive Bearer Fiduciary Notes or Definitive Registered Fiduciary Notes (if any) issued in exchange therefor (each as defined in these Fiduciary Note Conditions) and which, subject further to deletion of non-applicable provisions, will be endorsed on such Definitive Bearer Fiduciary Notes or Definitive Registered Fiduciary Notes. Furthermore, in relation to a Series, the corresponding Issue Deed will specify whether the Additional Terms and Conditions set out in Annex 5 in respect of Equity Linked Relevant Notes, Annex 6 in respect of Index Linked Relevant Notes or Annex 7 in respect of Fund Linked Relevant Notes is applicable. Details of applicable definitions for each Series will be set out in the relevant Issue Deed. References in the Fiduciary Note Conditions to "Fiduciary Notes" are to the Fiduciary Notes of one Series only, not to all Fiduciary Notes which may be issued under the Programme.

This Fiduciary Note is one of a Series (as defined below) of Fiduciary Notes issued on a fiduciary basis by Aldburg S.A. as the fiduciary (the "**Fiduciary**") pursuant to the Fiduciary Agency Agreement (as defined below)). The Fiduciary Notes are issued on a fiduciary basis in the name of the Fiduciary but at the sole risk and for the exclusive benefit of the Fiduciary Noteholders (as defined below) in accordance with the Luxembourg law dated 27 July 2003 relating to trust and fiduciary contracts, as amended (the "**Fiduciary Law**"). In accordance with article 6 of the Fiduciary Law, the Fiduciary has created a separate fiduciary estate (*patrimoine fiduciaire*) (a "**Fiduciary Estate**") for each Series of Fiduciary Notes.

By subscribing to the Fiduciary Notes, or otherwise acquiring the Fiduciary Notes, a holder of Fiduciary Notes expressly acknowledges and accepts that the Fiduciary (i) is subject to the Fiduciary Law and to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the "**Securitisation Law**") and (ii) has created a specific compartment (the "**Compartment**" (within the meaning of article 62 of the Securitisation Law)) corresponding to a separate Fiduciary Estate in respect of the issue of Fiduciary Notes to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Fiduciary Notes acknowledges and accepts the subordination waterfall and the priority of payments (if any) included in the issuance documentation relating to the Fiduciary Notes. Furthermore, the holder of Fiduciary Notes acknowledges and accepts that the obligations of the Fiduciary are solely fiduciary obligations which do not affect the

personal estate of the Fiduciary and that it only has recourse to the Fiduciary Assets and/or the Fiduciary Asset Agreements with respect to a Fiduciary Estate and not to the assets allocated to other compartments or fiduciary estates created by the Fiduciary or to any other assets of the Fiduciary. The holder of Fiduciary Notes acknowledges and accepts that once all the assets allocated to the Fiduciary Estate have been realised, it is not entitled to take any further steps against the Fiduciary to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Fiduciary Notes accepts not to attach or otherwise seize the assets of the Fiduciary allocated to the Fiduciary Estate or to other compartments or fiduciary estates of the Fiduciary or other assets of the Fiduciary. In particular, no holder of Fiduciary Notes shall be entitled to petition or take any other step for the winding-up or the bankruptcy of the Fiduciary.

Each Series of the Fiduciary Notes is issued to fund the acquisition of the Fiduciary Assets (as defined in Fiduciary Note Condition 4 (*Fiduciary Assets and the Fiduciary Contract*)) and/or the entry by the Fiduciary into the Fiduciary Asset Agreements in its own name but at the sole risk and, save as provided in these Fiduciary Note Conditions, for the exclusive benefit of the Fiduciary Noteholders.

Each Fiduciary Note evidences the existence of a fiduciary contract governed by the Fiduciary Law between the Fiduciary and the Fiduciary Noteholders (the "**Fiduciary Contract**") under which the Fiduciary acquires the Fiduciary Assets (and, if applicable, may arrange for the replacement and/or substitution thereof) and/or enters into the Fiduciary Asset Agreements and has conditional payment obligations to each Fiduciary Noteholder equal to the *pro rata* share of the payments of principal, interest or any other sums received by the Fiduciary under the Fiduciary Assets and/or the Fiduciary Asset Agreements and/or conditional delivery obligations to each Fiduciary Noteholder as described in these Fiduciary Note Conditions. The ability of the Fiduciary to meet its obligations to pay principal, interest and any other sums due and perform any other obligation in respect of the Fiduciary Notes will be dependent and be conditional upon the due and timely performance by the Fiduciary Assets Obligors of their obligations in respect of the relevant Fiduciary Assets and Fiduciary Asset Agreement(s) and receipt by the Fiduciary of any monies payable thereunder.

References herein to the "**Fiduciary Notes**" shall be references to the Fiduciary Notes of this Series and shall mean:

- (a) in relation to any Fiduciary Notes represented by a Global Fiduciary Note (a "**Global Fiduciary Note**"), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Fiduciary Note; and
- (c) any definitive Fiduciary Notes in registered form whether or not issued in exchange for a Global Fiduciary Note in registered form.

The Fiduciary Notes are constituted by an Issue Deed dated the issue date (the "**Issue Date**") specified in such Issue Deed (the "**Issue Deed**") and made between, *inter alios*, Aldburg S.A. (the "**Fiduciary**") and the agents specified therein. These Fiduciary terms and conditions (the "**Fiduciary Note Conditions**") apply in relation to each issue of securities for which Fiduciary Notes are the Type of Fiduciary Instruments specified in the relevant Issue Terms (the "**Issue Terms**") set out in the Issue Deed and in such cases references in these Fiduciary Note Conditions to "**Fiduciary Notes**" shall be to the relevant Fiduciary Notes as described in the Issue Terms. By executing the Issue Deed, the Fiduciary Notes have the benefit of an Fiduciary Agency Agreement in respect of the Fiduciary Notes (the "**Fiduciary Agency Agreement**" which expression shall include any amendments or supplements thereto) on the terms set out in and/or incorporated by reference into the Issue Deed with the persons (if any) executing the Issue Deed in the capacity of principal paying agent (the "**Principal Paying Agent**") and/or as paying agent (the "**Paying Agent**") and/or as transfer agent (the "**Transfer Agent**") and/or as registrar (the "**Registrar**") and/or as calculation agent (the "**Calculation Agent**") and/or as selling agent (the "**Selling Agent**") and/or in such other capacity as may be specified in the Issue Deed. References to "**Paying Agents**" shall include the

Principal Paying Agent, the Paying Agent, and any substitute or additional principal paying agent and/or paying agents appointed in accordance with the Issue Deed. References to “**Transfer Agents**” shall include the Transfer Agent and any substitute or additional transfer agents appointed in accordance with the Issue Deed. If any person has executed the Issue Deed in the capacity of collateral custodian (the “**Collateral Custodian**”) the Fiduciary and the Collateral Custodian have entered into an agreement (the “**Collateral Custody Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Notes on the terms set out in and/or incorporated by reference into the Issue Deed. “**Agents**” means the Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Collateral Custodian, the Calculation Agent, the Selling Agent or any of them and shall include such further or other person or persons as may be appointed from time to time an agent under the Fiduciary Agency Agreement. References in these Fiduciary Note Conditions to Collateral Custodian shall include any further or other collateral custodian as may be appointed from time to time by the Fiduciary in such capacity and references to the “**Sub-Custodian**” are to the person (if any) specified in the Issue Deed as the sub-custodian of the Collateral Custodian. If any person has executed the Issue Deed in the capacity of swap counterparty (the “**Swap Counterparty**”), the Fiduciary and the Swap Counterparty have by executing the Issue Deed entered into an agreement in respect of the Fiduciary Notes on the terms set out in and/or incorporated by reference into the Issue Deed (such agreement, as supplemented by a confirmation entered into by the Fiduciary and the Swap Counterparty and dated the Issue Date and, if applicable, the Credit Support Annex), the “**Swap Agreement**”, which expression shall include any amendments or supplements thereto). If any person has executed the Issue Deed in the capacity of option counterparty (the “**Option Counterparty**”), the Fiduciary and the Option Counterparty have by executing the Issue Deed entered into an agreement (such agreement, as supplemented by a confirmation entered into by the Fiduciary and the Option Counterparty dated the Issue Date, the “**Option Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Notes on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of repurchase counterparty (the “**Repurchase Counterparty**”), the Fiduciary and the Repurchase Counterparty have by executing the Issue Deed entered into an agreement (the “**Repurchase Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Notes on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of credit support provider (the “**Credit Support Provider**” and, together with the Swap Counterparty, the Option Counterparty and/or the Repurchase Counterparty are the “**Fiduciary Assets Obligors**”), the Credit Support Provider has executed a letter of credit, guarantee or other credit support document (the “**Credit Support Document**”, which expression shall include any amendments or supplements thereto and, together with the Swap Agreement, the Option Agreement and/or the Repurchase Agreement are the “**Fiduciary Asset Agreements**”) in favour of the Fiduciary in respect of the Fiduciary Notes on the terms set out or summarised in and/or incorporated by reference into the Issue Deed. By executing the Issue Deed the Fiduciary and the person or persons executing the Issue Deed in the capacity of purchaser (the “**Purchaser**”) have entered into an agreement (the “**Purchase Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Notes on the terms set out in and/or incorporated by reference into the Issue Deed. Each Issue Deed, the Fiduciary Agency Agreement, the Fiduciary Asset Disclosure Documents (if any), the Collateral Custody Agreement (if any), the Fiduciary Asset Agreements (if any), the Purchase Agreement and/or any other document named as a Transaction Document in respect of a Series (as defined below) are together, the “**Transaction Documents**”.

These Fiduciary Note Conditions apply in relation to the Fiduciary Notes in definitive form as completed, modified and amended by the provisions of the Issue Terms and the other provisions of the Issue Deed. Each reference herein to a specific numbered Fiduciary Note Condition is to such Fiduciary Note Condition as so completed, modified or amended. These Fiduciary Note Conditions include summaries of, and are subject to, the detailed provisions of the Issue Deed. Copies of the relevant Transaction Documents are available for inspection during normal office hours at the principal office of Citibank N.A., London Branch as specified in the Issue Deed. The Fiduciary

Noteholders (as defined below), the holders (the “**Couponholders**”) of the interest coupons (the “**Coupons**”) appertaining to the interest bearing Fiduciary Notes in bearer form and, where applicable in the case of such Fiduciary Notes, talons for further Coupons (the “**Talons**”) and the holders of the instalment receipts (the “**Receipts**”) appertaining to the payment of principal by instalments are deemed to have notice of, and shall be bound by, all of the provisions of the Transaction Documents and any other provisions of the Issue Deed of the relevant Series applicable to them.

These Fiduciary Note Conditions apply to Fiduciary Notes in global form as completed, modified and amended by the provisions of the Issue Terms, the other provisions of the Issue Deed and by the provisions of the relevant Temporary Global Fiduciary Note, Permanent Global Fiduciary Note or Global Registered Fiduciary Note.

References in these Fiduciary Note Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Fiduciary Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts (each as defined in the Issue Deed) and all other amounts in the nature of principal payable pursuant to Fiduciary Note Condition 6 (*Redemption, Purchase and Options*) or any amendment or supplement to it and (ii) “**interest**” shall be deemed to include all Interest Amounts (as defined in Fiduciary Note Condition 5.7 (*Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts*)) and all other amounts payable pursuant to Fiduciary Note Condition 5 (*Interest and Other Calculations*).

These Fiduciary Note Conditions apply separately to each series (a “**Series**”) of Fiduciary Notes, being Fiduciary Notes issued by the Fiduciary on the same date, bearing interest (if any) on the same basis and at the same rate and on terms identical to other Fiduciary Notes of the same Series and identified as forming a Series, together with any Further Fiduciary Notes issued pursuant to Fiduciary Note Condition 17.1(a) (*Further Issues*) and being consolidated and forming a single series with such Fiduciary Notes.

The Fiduciary Notes are unsecured and Unsecured Collateral (if any) will be identified in the Issue Terms. Except where the context otherwise requires, references in these Fiduciary Note Conditions to the “**Unsecured Collateral**” in respect of Unsecured Fiduciary Notes includes any Replacement Unsecured Collateral or Substitute Unsecured Collateral (each as defined in Fiduciary Note Condition 8.5 (*Replacement and/or Substitution of Unsecured Collateral*)) delivered, transferred or assigned to the Fiduciary in accordance with Fiduciary Note Condition 8.5 and any Purchased Unsecured Collateral or Fungible Unsecured Collateral in the case of Unsecured Fiduciary Notes (each as defined in Fiduciary Note Condition 9.3 (*Repurchase Agreement*)) delivered to the Fiduciary pursuant to Fiduciary Note Condition 9.3.

All capitalised items which are not defined in the Fiduciary Note Conditions shall have the meanings given to them in the Issue Deed.

1. **FORM, DENOMINATION AND TITLE**

1.1 **Form and Denomination**

The Fiduciary Notes may be issued in bearer form and serially numbered (“**Bearer Fiduciary Notes**”) or in registered form (“**Registered Fiduciary Notes**”) in each case in Denominations of at least EUR 125,000 (one hundred twenty-five thousand euros) and integral multiples of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). If it is stated in the Issue Terms that the form of the Fiduciary Notes is “**Bearer**”, such Fiduciary Notes are Bearer Fiduciary Notes. If it is so stated that the form of the Fiduciary Notes is “**Registered**”, such Fiduciary Notes are Registered Fiduciary Notes. Unless otherwise

stated in the Issue Terms, the form of all of the Fiduciary Notes of a particular Series on issue will be the same.

Bearer Fiduciary Notes are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Fiduciary Notes which do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Fiduciary Note Conditions are not applicable. Any Bearer Fiduciary Note, the principal amount of which is redeemed in instalments, may be issued with one or more Receipts attached.

All Registered Fiduciary Notes of the same Series shall have the same Denomination. The applicable Issue Deed will specify whether any Registered Fiduciary Notes are to be issued in the form of definitive registered Fiduciary Notes (“**Definitive Registered Fiduciary Notes**”) or in the form of global registered Fiduciary Notes (“**Global Registered Fiduciary Notes**”) and, together with the Definitive Registered Fiduciary Notes, the “**Registered Fiduciary Notes**”).

1.2 Title

Title to the Bearer Fiduciary Notes and the Receipts, Coupons and Talons shall, in compliance with applicable law, pass by delivery. Title to the Registered Fiduciary Notes shall pass by registration in the register (the “**Register**”) which the Fiduciary shall procure to be kept by the Registrar in accordance with the provisions of the Fiduciary Agency Agreement.

The Fiduciary may be required to obtain certain identification information from Fiduciary Noteholders in order to comply with certain legal obligations under Luxembourg or other applicable laws. In such case the Fiduciary may, in accordance with Fiduciary Note Condition 18 (*Notices*), send one or more information requests to Fiduciary Noteholders (a “**Noteholder Information Request**”). Each Fiduciary Noteholder receiving a Noteholder Information Request is required to (i) provide the Fiduciary within 8 Business Days (or such other period as may be specified in the Noteholder Information Request (which for the avoidance of doubt may be a shorter or a longer period)) of receipt of a Noteholder Information Request with the information requested by the Fiduciary for identification purposes and/or (ii) inform the Fiduciary, as soon as possible and in any case no later than 8 Business Days (or such other period as may be specified in the Noteholder Information Request) after the relevant change occurred, of any changes relating to the information provided to the Fiduciary pursuant to limb (i) above (a “**Noteholder Identification Requirement**”).

The Fiduciary may specify particular Noteholder Identification Requirements in a Noteholder Information Request.

“**Noteholder Identification Failure**” means the relevant Noteholder has failed to comply with the Noteholder Identification Requirement and such failure is continuing for 3 Business Days.

In the event of a Noteholder Identification Failure, the Fiduciary may, in its sole and absolute discretion, deem such event to constitute a Noteholder Identification Event, pursuant to Fiduciary Note Condition 6.5 (*Redemption following a Noteholder Identification Event*).

Except as ordered by a court of competent jurisdiction or an official authority or as required by law, the holder (as defined below) of any Bearer Fiduciary Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Fiduciary Note, Receipt, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bearer

Fiduciary Note, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone and no person will be liable for so treating the holder.

In these Fiduciary Note Conditions, “**Noteholder**” or “**Fiduciary Noteholder**” means the bearer of any Bearer Fiduciary Note and the Receipts relating to it or the person whose name is entered in the Register as the holder of a Registered Fiduciary Note (as the case may be) and “**holder**” (in relation to a Fiduciary Note, Receipt, Coupon or Talon) means the bearer of any Fiduciary Note, Receipt, Coupon or Talon or the person whose name is entered in the Register as the holder of a Registered Fiduciary Note (as the case may be).

2. TRANSFERS OF REGISTERED FIDUCIARY NOTES

2.1 Transfer and Exchange of Registered Fiduciary Notes

Unless otherwise provided in the applicable Issue Deed, the following conditions will apply to each Series of Registered Fiduciary Notes to be sold in compliance with Regulation S under the Securities Act.

One or more Registered Fiduciary Notes may be transferred upon the surrender, at the specified office of the Registrar or any Transfer Agent, of the Definitive Registered Fiduciary Note or Definitive Registered Fiduciary Notes relating to the Registered Fiduciary Notes to be transferred, together with the form of transfer endorsed on such Definitive Registered Fiduciary Note(s) duly completed and executed and such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Fiduciary Notes represented by one Definitive Registered Fiduciary Note, a new Definitive Registered Fiduciary Note will be issued to the transferee in respect of the part transferred and a further new Definitive Registered Fiduciary Note in respect of the balance of the holding not transferred will be issued to the transferor. In no event may the Registrar or any Transfer Agent register the transfer of a Registered Fiduciary Note or a Definitive Registered Fiduciary Note in violation of the restrictive legend (if any) set forth on the face of such Definitive Registered Fiduciary Note.

Global Registered Fiduciary Notes shall be transferred in the same manner as described above.

2.2 Exercise of Options or Partial Redemption in respect of Registered Fiduciary Notes

In the case of an exercise of an Fiduciary's or a Fiduciary Noteholder's option in respect of, or a redemption of a part of, a holding of Registered Fiduciary Notes represented by a single Definitive Registered Fiduciary Note, a new Definitive Registered Fiduciary Note shall be issued to the holder in respect of the balance of the holding not subject to the exercise of such option or, as the case may be, redeemed. New Definitive Registered Fiduciary Notes shall only be issued against surrender of the existing Definitive Registered Fiduciary Notes to the Registrar or any Transfer Agent.

2.3 Delivery of new Definitive Registered Fiduciary Notes

Each new Definitive Registered Fiduciary Note to be issued pursuant to Fiduciary Note Condition 2.1 or 2.2 above will be available for delivery within five business days of surrender of the relevant Definitive Registered Fiduciary Note and, if applicable, receipt of the relevant request for exchange, form of transfer or notice of exercise together with such other evidence (if any) as may be required pursuant to the relevant Fiduciary Note Condition. Delivery of new Definitive Registered Fiduciary Note(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom surrender of such Definitive Registered Fiduciary Note and, if applicable, delivery of such

request, form of transfer or notice of exercise shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, notice of exercise or otherwise in writing, shall be mailed at the risk of the holder entitled to the new Definitive Registered Fiduciary Note to such address as may be so specified. In this Fiduciary Note Condition 2.3 "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar (as the case may be) to whom surrender of such Definitive Registered Fiduciary Note and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made.

2.4 **Exchange and transfer free of charge**

Exchange and transfer of Definitive Registered Fiduciary Notes on registration or transfer will be effected without charge by or on behalf of the Fiduciary, the Registrar or the Transfer Agents, but upon payment by the relevant Fiduciary Noteholder (or the giving by the relevant Fiduciary Noteholder of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

2.5 **Closed periods**

No Fiduciary Noteholder may require the transfer of a Registered Fiduciary Note to be registered (a) during the period of 15 calendar days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Fiduciary Note, (b) during the period of 15 calendar days prior to any date on which Fiduciary Notes may be redeemed by the Fiduciary at its option pursuant to Fiduciary Note Condition 6.8 (*Redemption at the Option of the Fiduciary and Exercise of Fiduciary's Options*), (c) after any such Fiduciary Note has been drawn for redemption in whole or in part or (d) during the period of seven days ending on (and including) any Record Date (as defined below).

3. **STATUS**

3.1 **Status**

The Fiduciary Notes, Coupons and Receipts are limited recourse obligations of the Fiduciary and unsecured, ranking *pari passu* without any preference among themselves) and recourse in respect of which is limited in the manner described in Fiduciary Note Condition 4.2 (*The Fiduciary Contract*). They may be subordinated in relation to payment obligations under the Fiduciary Asset Agreements. The Fiduciary Notes do not constitute direct debt obligations of the Fiduciary but are fiduciary obligations of the Fiduciary in accordance with the Fiduciary Law.

3.2 **Non-applicability**

Where no reference is made in the Issue Deed to any Fiduciary Asset Agreements, Collateral Custodian, Sub-Custodian or Selling Agent, references in these Fiduciary Note Conditions to any such document or agreement and to any Fiduciary Assets Obligor, Collateral Custodian, Sub-Custodian or Selling Agent, as the case may be, shall not be applicable.

4. **Fiduciary Assets and the Fiduciary Contract**

4.1 **The Fiduciary Assets**

The applicable Issue Terms may include summaries of, and is subject to, the detailed provisions of the Fiduciary Asset Agreements (the "**Fiduciary Asset Agreements**") and the

Fiduciary Asset Disclosure Documents (if any) (the "**Fiduciary Asset Disclosure Documents**"), in each case as specified in the applicable Issue Terms. The assets specified as Fiduciary Assets in the applicable Issue Terms, together with all related amounts and rights of a holder thereof are referred to as the "**Fiduciary Assets**". The obligors in respect of the Fiduciary Assets and Fiduciary Asset Agreements set out in the applicable Issue Terms are referred to as the "**Fiduciary Assets Obligors**" and each a "**Fiduciary Assets Obligor**".

The Fiduciary Assets may comprise securities and/or contractual or other rights and/or any other assets including, without limitation, (a) notes, bonds, shares, interests in partnership(s), securities providing the holder thereof with similar rights to those of a shareholder or a partner, gilts, cash deposits denominated in any currency, futures, options, swaps, commodity futures, commodity options, invoices, receivables, leases and loan and lease portfolios, bills of exchange, acceptance credits and all other documents of title relating to the movement of goods, commercial paper, promissory notes and any other negotiable or transferable instruments and any other financial obligations assigned to or acquired by the any other agreed assets and/or (b) all funds in respect of the Fiduciary Assets and assets, sums and/or property derived therefrom or into which such assets are exchanged or converted and/or (c) agreements in relation to options, swaps and/or repurchases.

Each Fiduciary Assets Obligor under a Fiduciary Asset Agreement has agreed that its obligations in respect of the relevant Fiduciary Asset Agreements or other Fiduciary Assets rank as specified in this Fiduciary Note Condition 4 or otherwise in the applicable Issue Terms. Certain Fiduciary Assets Obligors may benefit from a security interest granted by the Fiduciary over the Fiduciary Assets or the rights under the Fiduciary Asset Agreements for the purpose of securing its payment or delivery obligations in connection with the relevant Fiduciary Assets or Fiduciary Asset Agreements.

4.2 **The Fiduciary Contract**

The Fiduciary Note Conditions form part of each Fiduciary Contract and set out the rights of each Fiduciary Noteholder under the Fiduciary Contract and certain duties, powers and discretions of the Fiduciary. Further the Fiduciary will account to the Fiduciary Noteholders for all payments of principal, interest or any other sums received under the Fiduciary Asset Agreements and Fiduciary Assets, in such manner as to give effect to the Fiduciary Note Conditions. The Fiduciary makes no representation or warranty and assumes no liability for, or responsibility or obligation in respect of, the legality, validity or enforceability of the Fiduciary Asset Agreements, the Fiduciary Assets or any of them, the performance and observance by any Fiduciary Assets Obligor of its obligations in respect of the Fiduciary Asset Agreements or the recoverability of any monies due or to become due under the Fiduciary Asset Agreements or the Fiduciary Assets. The Fiduciary is under no obligation to seek or maintain any insurance in respect of any Fiduciary Assets or any part of the Fiduciary Assets.

Unless otherwise specified in the applicable Issue Terms, the Fiduciary shall be under no obligation to the Fiduciary Noteholders other than that of faithful performance of its undertakings, duties, rights, powers and discretions under the Fiduciary Contract as set forth above and, in the event of a redemption for taxation and other reasons (pursuant to Fiduciary Note Condition 6.3) or a redemption at the option of the Fiduciary (pursuant to Fiduciary Note Condition 6.7) or a redemption following an Administrator/Benchmark Event (as defined in Fiduciary Note Condition 6.4) or a redemption following an Noteholder Identification Event (as defined in Fiduciary Note Condition 6.5) or on or a redemption at the option of the Fiduciary Noteholders pursuant to Fiduciary Note Condition 6.8 or an Event of Default (as defined in Fiduciary Note Condition 13), shall be under no obligation to apply the proceeds of any rights of set-off, banker's lien or counterclaim arising out of other

transactions between the Fiduciary and any Fiduciary Assets Obligor in payment of the Notes. Unless otherwise specified in the applicable Issue Terms, the Fiduciary shall have no obligation to monitor the performance of any Fiduciary Assets Obligor and is under no obligation to disclose information relating to the Fiduciary Assets and/or the Fiduciary Asset Agreements. Neither the Fiduciary nor any of its Affiliates will be precluded from making any contracts or entering into any business transaction in the ordinary course of their business with any Fiduciary Assets Obligor or from owning in any capacity any Fiduciary Notes, and neither the Fiduciary nor any of its Affiliates will be accountable to the Fiduciary Noteholders for any profits resulting therefrom. The Fiduciary may consult on any legal matter with any legal advisers selected by it and shall incur no liability for actions taken, or suffered to be taken, with respect to such matter in good faith in reliance upon the opinion of such legal advisers, unless the Fiduciary has been grossly negligent (*faute grave*) or is guilty of wilful misconduct (*dol, faute intentionnelle*).

Consistent with the Fiduciary Law, Fiduciary Noteholders have no direct right of action against any Fiduciary Assets Obligor to enforce their rights under the Fiduciary Notes or to compel any Fiduciary Assets Obligor to comply with its obligations under a Fiduciary Asset Agreement or in relation to a Fiduciary Asset, even in the case of the Fiduciary's failure to act or the insolvency of the Fiduciary. However, if, under the Fiduciary Assets and/or Fiduciary Asset Agreements, the Fiduciary is entitled and, furthermore, has, pursuant to the relevant Fiduciary Contract, become obliged to take legal action against a Fiduciary Assets Obligor and has failed to take such action within a reasonable time, then (if and to the extent such failure is continuing), each Fiduciary Noteholder is entitled to institute indirect legal action (*action oblique*) in accordance with the relevant provisions of the Luxembourg civil code against the Fiduciary Assets Obligor in lieu of the Fiduciary and on its behalf.

The rights of the Fiduciary in respect of the Fiduciary Asset Agreements and other Fiduciary Assets are Fiduciary Assets of the Fiduciary and are held for the exclusive benefit (save as provided in these Fiduciary Note Conditions) and at the sole risk of the Fiduciary Noteholders. In a liquidation of the Fiduciary, the Fiduciary Assets are not part of the estate of the Fiduciary. They may be attached only by persons whose rights exist as a result of the creation and existence of the Fiduciary Assets.

The Fiduciary Notes do not constitute direct debt obligations of Aldburg S.A. or Cirdan or any Affiliate of Cirdan, i.e. obligations that affect the personal estate of Aldburg S.A. but are solely fiduciary obligations of the Fiduciary in accordance with the Fiduciary Law and may only be satisfied out of the Fiduciary Assets and Fiduciary Asset Agreements of the relevant Series. The ability of the Fiduciary to meet its obligations to pay principal, interest and any other sums due and perform any other obligation in respect of the Fiduciary Notes will be dependent and conditional upon the due and timely performance by the Fiduciary Assets Obligors of their obligations in respect of the relevant Fiduciary Assets and receipt by the Fiduciary of any monies payable or assets deliverable thereunder.

No other assets of the Fiduciary will be available for payments of any amounts not received and/or deliveries of assets not delivered under the relevant Fiduciary Asset Agreements or Fiduciary Assets and any shortfall will be borne exclusively by the Noteholders.

5. INTEREST AND OTHER CALCULATIONS

5.1 Interest Rate and Accrual

Each Fiduciary Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate specified in the Issue Terms, such interest being payable in arrear on each Interest Payment Date.

Investors should note that, for so long as any Fiduciary Note is represented by a Global Bearer Fiduciary Note or Global Registered Fiduciary Note, as the case may be, held by a Clearing Agent, interest in respect of any Interest Payment Date shall be payable to such persons who are reflected in the records of the relevant Clearing Agent as holders of the Fiduciary Note.

Interest will cease to accrue on each Fiduciary Note on the due date for redemption unless upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) at the Interest Rate in the manner provided in this Fiduciary Note Condition 5 to the Relevant Date.

5.2 Business Day Convention

If any date referred to in these Fiduciary Note Conditions which is specified in the Issue Terms to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Relevant Business Day, then, if the Business Day Convention specified is (a) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Relevant Business Day and (ii) each subsequent such date shall be the last Relevant Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day, (c) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Relevant Business Day or (d) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Relevant Business Day.

5.3 Interest Rate on Floating Rate Fiduciary Notes

If the Interest Rate is specified in the Issue Terms as being Floating Rate, then subject to the addition or subtraction of any Margin or to any other adjustment provided for in Fiduciary Note Condition 4.5, the Interest Rate for each Interest Period will be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period in accordance with the following:

- (a) If the Primary Source for the Floating Rate is a Page, subject as provided below, the Interest Rate shall be:
 - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (ii) otherwise the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date.

- (b) If the Primary Source for the Floating Rate is Reference Banks or if Fiduciary Note Condition 5.3(a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if Fiduciary Note Condition 4.3(a)(ii) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to major banks in the Relevant Financial Centre at

the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.

- (c) If Fiduciary Note Condition 5.3(b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) which the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Relevant Currency which at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or if the Relevant Currency is euro, in the Euro-zone (the **Principal Financial Centre**) as selected by the Calculation Agent are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (i) to leading banks carrying on business in Europe, or, if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (ii) to leading banks carrying on business in the Principal Financial Centre: except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin or Maximum or Minimum Interest Rate applicable to the preceding Interest Period and to the relevant Interest Period).

5.4 **Interest Rate on Zero Coupon Fiduciary Notes**

As from the Maturity Date, the Interest Rate for any overdue principal in respect of a Fiduciary Note the Interest Rate of which is specified in the Issue Terms to be Zero Coupon shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Fiduciary Note Condition 6.7).

5.5 **Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Redemption Amounts, and Rounding**

- (a) If any Margin is specified in the Issue Terms (either (i) generally, or (ii) in relation to one or more Interest Periods), an adjustment shall be made to all Interest Rates, in the case of (i), or the Interest Rates for the specified Interest Periods in the case of (ii), calculated in accordance with Fiduciary Note Condition 5.3 above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to Fiduciary Note Condition 5.5(b) below.
- (b) If any Maximum or Minimum Interest Rate, Instalment Amount or Redemption Amount is specified in the Issue Terms, then any Interest Rate, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum as the case may be. Unless otherwise stated in the applicable Issue Terms the Minimum Interest Rate shall be deemed to be zero.
- (c) For the purposes of any calculations required pursuant to these Fiduciary Note Conditions (unless otherwise specified), (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up) (ii) all figures will be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up) save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, **unit** means, with respect to any currency other than euro, the lowest amount of such currency which is available

as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

5.6 Interest Calculations

The amount of interest payable in respect of any Fiduciary Note for any period shall be calculated as the product of:

- (a) the Interest Rate;
- (b) (i) in the case of Fiduciary Notes which are represented by a Global Bearer Fiduciary Note or a Global Registered Fiduciary Note (as applicable), such Fiduciary Note's *pro rata* share of the aggregate outstanding principal amount of the Fiduciary Notes represented by such Global Bearer Fiduciary Note or Global Registered Fiduciary Note (as applicable) as of the first day of such period; or (ii) in the case of Fiduciary Notes in definitive form, the Calculation Amount; and
- (c) the applicable Day Count Fraction,

unless an Interest Amount (or a formula for its calculation) is specified in the Issue Deed in respect of such period, in which case the amount of interest payable in respect of such Fiduciary Note for such period will equal such Interest Amount (or be calculated in accordance with such formula).

Where the Specified Denomination of Fiduciary Notes in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Fiduciary Notes shall be the product of the Interest Amount (determined in the manner provided above) for the relevant Calculation Amount and the amount by which the relevant Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

5.7 Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount or Instalment Amount, obtain any quotation or make any determination or calculation, the Calculation Agent will determine the Interest Rate and calculate the amount of interest payable (the "**Interest Amounts**") in respect of each Fiduciary Note for the relevant Interest Period, calculate the Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount or any Instalment Amount to be notified to the Fiduciary, the Principal Paying Agent, the Registrar, each of the Paying Agents, the Fiduciary Noteholders and, for so long as the Fiduciary Notes are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as reasonably practicable after their determination but in no event later than (a) (except in the case of notices to the Fiduciary Noteholders) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate, Interest Payment Date and Interest Amount, or (b) in all other cases, the fourth Relevant Business Day after such determination, and in any event not later than the relevant payment date. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Fiduciary Notes become due and payable under Fiduciary Note Condition 13 (*Events of Default*), the Interest Rate payable in respect of the Fiduciary Notes shall nevertheless continue to be calculated

as previously in accordance with this Fiduciary Note Condition but no notification of the Interest Rate or the Interest Amount so calculated need be made. The determination of each Interest Rate, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

5.8 Definitions

In these Fiduciary Note Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Benchmark**” means with respect to a Series, any benchmark, interest rate, index or price source, including EURIBOR, LIBOR, LIBID, LIMEAN or such other benchmark as may be specified as the Benchmark in the Issue Terms, which is relevant to (i) a payment on the Fiduciary Notes of such Series by the Fiduciary; and/or (ii) the Unsecured Collateral.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Fiduciary Note for any period of time (whether or not constituting an Interest Period, the “**Calculation Period**”):

- (a) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if “**Actual/365 (Fixed)**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365;
- (c) if “**Actual/360**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 360;
- (d) if “**30/360**”, “**360/360**” or “**Fiduciary Note Basis**” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (e) if “30E/360” or “EuroFiduciary Note Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (f) if “30E/360 (ISDA)” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the Issue Deed or, if none is so specified, the first day of the Interest Period to which such Interest Determination Date relates.

“**Euro-zone**” means the region comprising the member states of the European Union that adopt the euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended by the Treaty of European Union as amended by the Treaty of Amsterdam.

“**Interest Commencement Date**” means the Issue Date of the Fiduciary Notes or such other date as may be specified as such in the Issue Deed.

“**Interest Determination Date**” means, with respect to an Interest Rate and Interest Period, the date specified as such in the Issue Deed or, if none is so specified, the first day of such Interest Period if the Relevant Currency is sterling or the day falling two Relevant Business Days in London prior to the first day of such Interest Period if the Relevant Currency is not sterling.

“**Interest Payment Date**” means each date specified as such in the Issue Terms.

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first 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.

“**Interest Rate**” means the rate of interest payable from time to time in respect of this Fiduciary Note and which is either specified in, or calculated in accordance with the provisions of, the Issue Terms (after adding or subtracting any Margin or making any other adjustment provided for in Fiduciary Note Condition 5.5 above).

“**Fiduciary Notes Currency**” means the currency in which the Fiduciary Notes are denominated.

“**Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuter Monitor Money Rates Service (“**Reuters Screen**”), the Dow Jones Telerate Service (“**Telerate**”) and the Bloomberg service (“**Bloomberg Screen**”)) as may be specified as such in the Issue Terms for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other page as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“**Reference Banks**” means the institutions specified as such in the Issue Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) which is most closely connected with the Benchmark or, if the Relevant Currency is euro, the Euro-zone.

“Relevant Business Day” means:

- (a) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in each of the financial centres specified for this purpose in the Issue Terms; and
- (b) in the case of a payment in euro, a day on which TARGET 2 is open.

“Relevant Currency” means the currency specified as such in the Issue Terms or if none is specified, the Fiduciary Notes Currency.

“Relevant Date” means, in respect of any Fiduciary Note, Receipt or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Fiduciary Noteholders in accordance with Fiduciary Note Condition 18 (*Notices*) that, upon further presentation of the Fiduciary Note, Receipt or Coupon being made in accordance with the Fiduciary Note Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre specified as such in the Issue Terms or, if none is so specified the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected or if the Relevant Currency is euro, London.

“Relevant Rate” means the Benchmark for a Representative Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Issue Terms or, if none is specified, the local time in the Relevant Financial Centre (or, if the Relevant Financial Centre is the Euro-zone, Central European Time) at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre.

“Representative Amount” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such in the Issue Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Duration” means with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified as such in the Issue Terms or, if none is specified, a period of time equal to the relevant Interest Period, ignoring any adjustment pursuant to Fiduciary Note Condition 5.2 (*Business Day Convention*).

“TARGET 2” means the Trans-European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System.

6. REDEMPTION, PURCHASE AND OPTIONS

6.1 Final Redemption

Unless previously redeemed, exchanged or purchased and cancelled as provided below, each Fiduciary Note will be redeemed at its outstanding principal amount on the Maturity Date specified on each Fiduciary Note or as otherwise specified in the Issue Terms.

6.2 Mandatory Redemption

If the Calculation Agent has determined in a commercially reasonable manner that:

- (a) any of the Unsecured Collateral has become repayable or has become capable of being declared due and repayable prior to its stated date of maturity for whatever reason;
- (b) there is a payment default in respect of any of the Unsecured Collateral;
- (c) the issuer of the Unsecured Collateral (the “**Unsecured Collateral Issuer**”) or any guarantor of the Unsecured Collateral Issuer’s obligations in respect of the Unsecured Collateral (the “**Unsecured Collateral Guarantor**”) fails to perform or observe any of its other obligations under the Unsecured Collateral, as applicable and the failure continues after any applicable grace period;
- (d) any order is made by any competent court or resolution is passed for the winding up or dissolution of the Unsecured Collateral Issuer or Unsecured Collateral Guarantor;
- (e) the Unsecured Collateral Issuer or Unsecured Collateral Guarantor, or any of their respective Affiliates ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation or is adjudicated or found bankrupt or insolvent;
- (f) the Unsecured Collateral Issuer or Unsecured Collateral Guarantor, as applicable, or any of their respective Affiliates initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (g) any other event which would constitute an event of default in relation to the Unsecured Collateral has taken place (each such event, a “**Trigger Event**”),

all such Unsecured Collateral which is the subject of any of the events outlined in (a) to (g) above (the “**Affected Collateral**”) and, if so elected by the Fiduciary in its sole discretion, all remaining Unsecured Collateral, as applicable, or a part thereof only (which may or may not constitute obligations of the same issuer or person as those which have become repayable or in respect of which there has been such a payment default) shall be deemed to have become immediately repayable (together, the “**Repayable Assets**”). The Fiduciary shall, on the instruction of the Calculation Agent, give not more than 30 (thirty) calendar days’ nor less than 15 (fifteen) calendar days’ notice (unless otherwise specified in the Issue Terms) to the Fiduciary Noteholders, each Fiduciary Assets Obligor and (for as long as the Fiduciary Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and/or admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) specifying the principal amount of the Repayable Assets, the principal amount of the Fiduciary Notes to be redeemed and the due date for redemption and upon expiry of such notice (i) the Fiduciary shall redeem each Fiduciary Note in whole or, as the case may be, in part on a *pro rata* basis in a proportion of its Redemption Amount equal to the proportion that the outstanding principal amount of the Repayable Assets which are the subject of such notice bears to the outstanding principal amount of the Unsecured Collateral immediately prior to the occurrence of the relevant

event. Interest shall continue to accrue on the part of the principal amount of Fiduciary Notes which has become due for redemption until payment thereof has been made and notice is given in accordance with Fiduciary Note Condition 18 (*Notices*) that such amount is available for payment. Failure to pay any amount which, but for a mandatory redemption under this Fiduciary Note Condition 6.2, would otherwise have been due in respect of the Fiduciary Notes or any interest thereon shall not constitute an Event of Default under Fiduciary Note Condition 13.

“**Redemption Amount**” in respect of the Fiduciary Notes of a relevant Series shall have the meaning given to it in the Issue Terms.

6.3 **Redemption for taxation and other reasons**

If:

- (a) the Fiduciary, on the occasion of the next payment due in respect of the Fiduciary Notes, would be required, as a result of any change in, or amendment to the laws of a relevant jurisdiction, to withhold or account for tax or would suffer tax in respect of its income in respect of the Unsecured Collateral or otherwise so that it would be unable to make payment of the full amount due, on the Fiduciary Notes without recourse to further sources of funding, then the Fiduciary shall use all reasonable endeavours to arrange (subject to and in accordance with Fiduciary Note Condition 15.3 (A) (*Substitution by the Fiduciary*)) the substitution of a company incorporated in another jurisdiction as the principal obligor or (with the prior written consent of, if applicable, each Fiduciary Assets Obligor) to change its residence for taxation purposes or, to the extent permitted by law, change its domicile to another jurisdiction approved beforehand in writing by, if applicable, each Fiduciary Assets Obligor and if it is unable to arrange such substitution or change, or if it is unable to do so in a tax efficient manner, before the next payment is due in respect of the Fiduciary Notes; and/or
- (b) the Credit Support Document is terminated prior to the Maturity Date for any reason; and/or
- (c) the Swap Agreement is terminated in accordance with its terms prior to the Swap Agreement Termination Date; and/or
- (d) the Option Agreement is terminated in accordance with its terms prior to the Option Agreement Termination Date; and/or
- (e) the Repurchase Agreement is terminated as a result of a failure by the Repurchase Counterparty to make payments due to the Fiduciary under the Repurchase Agreement, or to deliver Purchased Unsecured Collateral or Fungible Unsecured Collateral, as applicable, to the Fiduciary when required under the Repurchase Agreement,

then the Fiduciary shall (on the instruction of the Swap Counterparty (if any) in respect of (a) above) forthwith give not more than 30 (thirty) calendar days' nor less than 15 (fifteen) calendar days' notice (unless otherwise specified in the Issue Deed) to the Fiduciary Noteholders, any Fiduciary Assets Obligors and (for as long as the Fiduciary Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) , and upon expiry of such notice the Fiduciary shall redeem all but not some only of the Fiduciary Notes at their Redemption Amount.

Interest shall continue to accrue on the part of the principal amount of Fiduciary Notes which has become due for redemption until payment thereof has been made and notice is given in accordance with Fiduciary Note Condition 18 (*Notices*) that such amount is available for payment. Failure to make any payment due in respect of a mandatory redemption under this Fiduciary Note Condition 6.3 of part of the principal amount of the Fiduciary Notes or interest thereon shall not constitute an Event of Default under Fiduciary Note Condition 13.

Notwithstanding the foregoing, if any of the taxes referred to in Fiduciary Note Condition 6.3(a) above arises (i) by reason of any Fiduciary Noteholder's connection with the jurisdiction of incorporation of the Fiduciary otherwise than by reason only of the holding of any Fiduciary Note or receiving or being entitled to any Redemption Amount or interest in respect thereof; or (ii) by reason of the failure by the relevant Fiduciary Noteholder to comply with any applicable procedures required to establish non-residence or other similar claims for exemption from such tax, then to the extent it is able to do so, the Fiduciary shall deduct such taxes from the amounts payable to such Fiduciary Noteholder, all other Fiduciary Noteholders shall receive the due amounts payable to them and the Fiduciary shall not be required by reason of such deduction to endeavour to arrange any substitution, or to redeem the Fiduciary Notes, pursuant to this Fiduciary Note Condition 6.3. Any such deduction shall not be an Event of Default under Fiduciary Note Condition 13.

6.4 Redemption following an Administrator/Benchmark Event

- (a) If "Benchmark Redemption Event" is specified as applicable in the Issue Terms in respect of the relevant Series, upon the occurrence of an Administrator/Benchmark Event on or after the Issue Date, the Calculation Agent may, in its sole and absolute discretion:
 - (i) make adjustments in respect of the affected Benchmark in such manner as it may determine appropriate to account for the relevant event or circumstances including, without limitation, selecting one or more successor Benchmark or making any other change or adjustment to the Fiduciary Note Conditions and any provisions of the Transaction Documents including to reflect any increased costs incurred by the Fiduciary and/or the Swap Counterparty in connection with providing exposure to the successor benchmark; or
 - (ii) if the Calculation Agent has not made an adjustment in accordance with paragraph (i) above, deem such event to constitute a Benchmark Redemption Event,

then the Calculation Agent shall give notice to the Fiduciary, any Fiduciary Assets Obligors and the Agents of any determination or adjustment made pursuant to this Fiduciary Note Condition 6.4(a). If such notice relates to an adjustment to be made pursuant to Fiduciary Note Condition 6.4(a)(i), then the notice (a "**Benchmark Adjustment Notice**") shall include details of each change to be made to the Fiduciary Notes and the Transaction Documents.

- (b) The Fiduciary, having received the Benchmark Adjustment Notice shall without the consent of Fiduciary Noteholders or the Couponholders, make such changes and/or adjustments as may be directed by the Calculation Agent and give notice of the same to the Fiduciary Noteholders and the Couponholders.
- (c) Any modification, authorisation or waiver as is made or given under Fiduciary Note Condition 6.4(b) above shall be binding on the Fiduciary Noteholders and the Couponholders and such modification shall be notified by the Fiduciary to the Noteholders as soon as is practicable.

- (d) If the Calculation Agent deems such Administrator/Benchmark Event to constitute a Benchmark Redemption Event in accordance with Fiduciary Note Condition 6.4(a)(ii) above, the Issuer shall, as soon as is practicable after becoming aware of the occurrence of a Benchmark Redemption Event (and, in any case, within two Business Days of becoming aware (or such other period as may be specified in the applicable Issue Terms) give not less than 10 (ten) nor more than 30 (thirty) calendar days' notice of the early redemption of the Fiduciary Notes to Fiduciary Noteholders and Couponholders in accordance with Fiduciary Note Condition 18 (*Notices*), the Swap Counterparty (if applicable) and, for as long as the Fiduciary Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and/or admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) and the rules of such stock exchange so require, such stock exchange (which notice shall be irrevocable). On expiry of such notice, the Fiduciary shall redeem all, but not some only, of the Fiduciary Notes on the Benchmark Redemption Date (the "**Benchmark Redemption Date**") specified in such notice, each Fiduciary Note of a principal amount equal to the Specified Denomination being redeemed at such principal amount or such other amount as may be specified in the applicable Issue Terms. In such circumstances, the provisions of Fiduciary Note Condition 8.7 (Realisation of the Fiduciary Assets relating to the Fiduciary Notes) shall apply.

For the purposes of this Fiduciary Note Condition 6.4:

"Administrator/Benchmark Event" means, in relation to any Regulated Benchmark, the occurrence of a Benchmark Modification, a Cessation Event or a Non-Representativeness Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event.

"Benchmark Modification", **"Non-Representativeness Event"** or **"Cessation Event"** means respectively, in relation to the Regulated Benchmark:

- (i) any material change in such Regulated Benchmark;
- (ii) the relevant competent authority or other relevant official body announces that it no longer considers the Regulated Benchmark to be representative of the underlying market; or
- (iii) the permanent cancellation or cessation in the provision of such Regulated Benchmark.

"BMR" means the EU Benchmark Regulation (Regulation (EU) 2016/1011).

"Non-Approval Event" means, in respect of the Regulated Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Regulated Benchmark or the administrator of the Regulated Benchmark is not obtained;
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register; or
- (iii) the Regulated Benchmark or the administrator of the Regulated Benchmark does not fulfil any legal or regulatory requirement applicable to the Fiduciary, the Calculation Agent or the Regulated Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended if, at the time of such suspension, the continued provision and use of the Regulated Benchmark is permitted in respect of the Fiduciary Notes under the applicable law or regulation during the period of such suspension.

"Regulated Benchmark" means any figure which is a benchmark as defined in BMR and where any amount payable under the Fiduciary Notes, or the value of the Fiduciary Notes, is determined by reference to such figure, all as determined by the Calculation Agent.

"Rejection Event" means, in respect of the Regulated Benchmark, the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark under any applicable law or regulation for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Notes.

"Suspension/Withdrawal Event" means, in respect of the Regulated Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark which is required under any applicable law or regulation in order for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Notes; or
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is removed from any official register where inclusion in such register is required under any applicable law in order for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Regulated Benchmark is permitted in respect of the Fiduciary Notes under the applicable law or regulation during the period of such suspension or withdrawal.

6.5 **Redemption following a Noteholder Identification Event**

If "Noteholder Identification Event" is specified as applicable in the Issue Terms in respect of the relevant Series, upon the occurrence of a Noteholder Identification Failure, pursuant to Fiduciary Note Condition 1.2 (*Title*), on or after the Issue Date:

- (a) the Fiduciary may, in its sole and absolute discretion and in accordance with applicable law giving 2 (two) Business Days' notice (unless otherwise specified in the Issue Deed) to the Fiduciary Noteholder to which the Noteholder Identification Failure relates, to all other Fiduciary Noteholders, the Principal Paying and, if applicable, the Registrar and (for as long as the Fiduciary Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro

MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) (a “**Noteholder Redemption Notice**”), and upon expiry of such notice the Fiduciary shall redeem in whole each Fiduciary Note held by the Fiduciary Noteholder to which the Noteholder Identification Failure relates at their Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). Failure to make any payment due in respect of such redemption under this Fiduciary Note Condition 6.5 of part of the principal amount of the Fiduciary Notes or interest thereon shall not constitute an Event of Default under Fiduciary Note Condition 13;

- (b) following the giving of a Noteholder Redemption Notice pursuant to Fiduciary Note Condition 6.5(a) above, the Fiduciary shall forthwith give notice to the Agents and any Fiduciary Assets Obligors of the redemption following the Noteholder Identification Event any change or adjustment to be made to the Fiduciary Notes and the provisions of the Transaction Documents pursuant to Fiduciary Note Condition 6.5(a) above (a “**Noteholder Adjustment Notice**”), including, without limitation, reducing a proportion of the aggregate principal amount of the Fiduciary Notes equal to the principal amount that the Fiduciary Note(s) being redeemed bears to the aggregate principal amount of the Fiduciary Notes of the relevant Series immediately prior to such redemption) and any such changes and/or adjustments shall be binding on the Fiduciary Noteholders and Couponholders (if any) and such modification shall be notified by the Fiduciary to the Fiduciary Noteholders as soon as is practicable pursuant to Fiduciary Note Condition 18 (*Notices*).

6.6 Purchases

Unless otherwise provided in the Issue Terms, and subject to receipt by the Fiduciary of an amount (whether by sale of the Unsecured Collateral (or in the case of a purchase of some only of the Fiduciary Notes, a proportion of the Unsecured Collateral corresponding to the proportion of the Fiduciary Notes to be purchased) or otherwise) which, plus or minus any termination payment payable to or by the Fiduciary from or to the Swap Counterparty and/or the Option Counterparty on the termination (or as the case may be partial termination) of the Swap Agreement and/or the Option Agreement, as the case may be, is sufficient to fund the purchase price payable by the Fiduciary, the Fiduciary may purchase Fiduciary Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.

6.7 Early Redemption of Zero Coupon Fiduciary Notes

- (a) The Redemption Amount payable in respect of any Fiduciary Note which is specified in the Issue Terms as a Zero Coupon Fiduciary Note (a “**Zero Coupon Fiduciary Note**”), the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Zero Coupon Fiduciary Note pursuant to Fiduciary Note Condition 6.2 (*Mandatory Redemption*) or 6.3 (*Redemption for taxation and other reasons*) or upon it becoming due and payable as provided in Fiduciary Note Condition 13 (*Events of Default*), shall be the Amortised Face Amount of such Zero Coupon Fiduciary Note (calculated by the Calculation Agent as provided below).
- (b) Subject to the provisions of Fiduciary Note Condition 6.7(c) below, the “**Amortised Face Amount**” of any Zero Coupon Fiduciary Note shall be the scheduled Redemption Amount of such Zero Coupon Fiduciary Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the yield (the

“**Amortisation Yield**”) specified as the Amortisation Yield in the Issue Terms (or, if none is so specified, the Amortisation Yield, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Fiduciary Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year it shall be made on the basis of the Day Count Fraction shown in the Issue Terms.

- (c) If the Redemption Amount payable in respect of any such Fiduciary Note upon its redemption pursuant to Fiduciary Note Condition 6.2 (Mandatory Redemption) or 6.3 (Redemption for taxation and other reasons) or upon it becoming due and payable as provided in Fiduciary Note Condition 13 (*Events of Default*), is not paid when due, the Redemption Amount due and payable in respect of such Fiduciary Note shall be the Amortised Face Amount of such Fiduciary Note as defined in Fiduciary Note Condition 6.7(b) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Fiduciary Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made (both before and after judgment) until the Relevant Date unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Fiduciary Note on the Maturity Date together with any interest which may accrue in accordance with Fiduciary Note Condition 5.4 (Interest Rate on Zero Coupon Fiduciary Notes).

6.8 Redemption at the Option of the Fiduciary and Exercise of Fiduciary’s Options

- (a) The Fiduciary may (on the instruction of the Programme Calculation Agent or any party specified in the Issue Terms (the “**Regulatory Redemption Counterparty**”)), upon such notice as specified in the Issue Terms, redeem all, but not some only of the Fiduciary Notes, then outstanding at the current market value of the Fiduciary Notes, as determined by the Calculation Agent in its sole and absolute discretion, if due to an event or circumstance (which shall include, without limitation, an enactment of, or supplement or amendment to, or a change in, law, regulation or policy (including, for the avoidance of doubt, in respect of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Market Infrastructure Regulation or the Alternative Investment Fund Managers Directive) or the official interpretation or application of any such law, regulation or policy)) there is a change or prospective change in the accounting, tax, legal or regulatory treatment applicable to the Fiduciary, the Programme Calculation Agent, the Fiduciary Notes or any hedging transaction of the Fiduciary or the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Redemption Counterparty, in respect of the Fiduciary Notes (including, without limitation, any derivative transaction entered into by the Fiduciary, the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Redemption Counterparty with a third party with respect to the Fiduciary Notes) that would have an adverse effect on the Programme Calculation Agent’s or the Fiduciary’s position in respect of the Fiduciary Notes or the position of the Programme Calculation Agent, the Fiduciary, any Affiliate of the Programme Calculation Agent or the Regulatory Redemption Counterparty or any other counterparty in respect of any such hedging transaction, in each case as determined by the Programme Calculation Agent or, as the case may be, the Regulatory Redemption Counterparty in its sole and absolute discretion.
- (b) The Fiduciary may (on the instruction of the Programme Calculation Agent), upon not less than 5 (five) calendar days’ notice, (i) redeem any Fiduciary Notes (including some only of the Fiduciary Notes in respect of the relevant Series) at the current market value of such Fiduciary Notes or (ii) require any Fiduciary Noteholder

to transfer its Fiduciary Notes within such period as may be specified in such notice or, following the expiry of such notice, cause such Fiduciary Notes to be transferred on behalf of the Fiduciary Noteholder, in each case if (as determined by the Programme Calculation Agent) there has been a transfer of the Fiduciary Notes in breach of any applicable restrictions on the sale or transfer of such Fiduciary Notes (including any restrictions, rules and/or regulations which are applicable to the sale of securities to US Persons (as defined in Regulation S under the Securities Act or as defined in the final risk retention rules promulgated under Section 15G of the United States Securities Exchange Act of 1934, as amended (the “**Securities Exchange Act**”)), to any person other than Non-United States Persons (as defined by the United States Commodity Futures Trading Commission (the “**CFTC**”)) or if such transfer has caused, or would cause, the Fiduciary to be required to register the Fiduciary Notes or itself with a regulatory body in any jurisdiction, which registration would not otherwise have been required.

- (c) If so provided in the Issue Terms in any other circumstances than those described in Fiduciary Note Conditions 6.8(a) or 6.8(b) above, the Fiduciary may, on giving irrevocable notice to the Fiduciary Noteholders and (for as long as the Fiduciary Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) falling within the Fiduciary’s Option Period (as specified in the Issue Terms), redeem, or exercise any Fiduciary’s option in relation to all or, if so provided, some of the Fiduciary Notes in the principal amount or integral multiples thereof and on the Fiduciary’s Optional Redemption Date or Dates so provided. Any such redemption of Fiduciary Notes shall be at their outstanding principal amount, together with interest accrued to the date fixed for redemption, or as otherwise specified in the Issue Terms.

“**Fiduciary Optional Redemption Date**” means any date falling within the Fiduciary’s Option Period.

All Fiduciary Notes in respect of which any such notice is given shall be redeemed, or the Fiduciary’s option shall be exercised, on the date specified in such notice in accordance with this Fiduciary Note Condition.

Where Fiduciary Notes are to be redeemed in part under this Fiduciary Note Condition 6 or the Fiduciary’s option is to be exercised in respect of some only of the Fiduciary Notes, the Fiduciary Notes to be redeemed or in respect of which such option is exercised will be selected individually by lot, in such place as the Fiduciary shall approve and in such manner as the Fiduciary shall deem to be appropriate and fair, not more than 60 (sixty) calendar days prior to the date fixed for redemption.

In connection with the exercise of a partial redemption contained in this Fiduciary Note Condition 6, the Fiduciary Notes represented by the Global Bearer Fiduciary Notes or Global Registered Fiduciary Notes may be redeemed in part in the principal amount specified by the Fiduciary or the Fiduciary Noteholders, as applicable, in accordance with the Fiduciary Note Conditions and the partial redemption of the Fiduciary Notes shall be effected pro rata in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

6.9 Redemption at the Option of Fiduciary Noteholders and Exercise of Fiduciary Noteholders' Options

- (a) If so provided in the Issue Terms, the Fiduciary shall, at the option of the holder of any such Fiduciary Note, having given not less than 5 (five) business days' notice to the Fiduciary (or such longer period as may be specified in the relevant Issue Terms) (such notice to be given in accordance with the relevant provisions of the Issue Terms), redeem such Fiduciary Note on the date or dates so provided at its outstanding principal amount together with interest accrued to the date fixed for redemption.

As used herein business days shall have the meaning given in Fiduciary Note Condition 7.8 (*Non-Business Days*).

In the case of Fund Linked Fiduciary Notes, if the Issue Terms for the relevant Series provides delivery of Fund Interests to be applicable and, if so, in the circumstances specified therein, the Fiduciary's obligation to pay the outstanding principal amount and interest accrued to the date of redemption may be satisfied by the Fiduciary delivering Unsecured Collateral which consist of Fund Interests. The amount of such Unsecured Collateral to be delivered ("**Relevant Unsecured Collateral**") shall be the corresponding proportion of all such Unsecured Collateral, as applicable (rounded down to the nearest denomination of the Unsecured Collateral) as the Fiduciary Notes held by that Fiduciary Noteholder bear to the then outstanding principal amount of the Fiduciary Notes. Delivery shall be made in the manner set out in the Issue Terms. To the extent that there is any Unsecured Collateral remaining as a result of such rounding down after the Relevant Unsecured Collateral has been delivered, the remaining Unsecured Collateral will be dealt with in accordance with and as specified in the Issue Terms for the relevant Series.

- (b) If so provided in the Issue Terms, a holder of any Fiduciary Note will have the option, with the consent of the Swap Counterparty (if any), to require the Fiduciary at any time to redeem such Fiduciary Note at its outstanding principal amount on the date of receipt of the relevant option notice or on a date as soon as practicable thereafter, as determined by the Fiduciary.

In the case of Fund Linked Notes, if the Issue Terms for the relevant Series so provide, and, if so, in the circumstances (if any) specified therein, the Fiduciary's obligation to pay such outstanding principal amount may be satisfied by the Fiduciary delivering the Relevant Unsecured Collateral (rounded down to the nearest denomination of the Unsecured Collateral) (or any portion thereof specified in the Issue Terms) in the manner set out in the Issue Terms. The Fiduciary shall make the relevant payment or delivery on the date of expiry of the relevant option notice or on a date as soon as practicable thereafter. To the extent that there is any Unsecured Collateral remaining as a result of such rounding down after the Relevant Unsecured Collateral has been delivered, the remaining Unsecured Collateral, as applicable, will be dealt with in accordance with and as specified in the Issue Terms for the relevant Series.

- (c) To exercise any option referred to above or any other Fiduciary Noteholders' option which may be set out in the Issue Terms the holder must deposit the relevant Fiduciary Note with any Paying Agent (in the case of Bearer Fiduciary Notes) or the Definitive Registered Fiduciary Note representing such Fiduciary Note(s) with the Registrar or any Transfer Agent (in the case of Registered Fiduciary Notes) at such Agent's specified office, together with a duly completed option notice (a "**Put Notice**" or "**Option Notice**", as appropriate) within the Fiduciary Noteholders' Option Period

(as specified in the Issue Terms). No Bearer Fiduciary Note or Registered Fiduciary Note so deposited and option exercised may be withdrawn (except as provided in the Fiduciary Agency Agreement) without the prior consent of the Fiduciary.

Any option of the Fiduciary Noteholders provided for in these Fiduciary Note Conditions of any Fiduciary Notes while such Fiduciary Notes are represented by a Global Bearer Fiduciary Note or Global Registered Fiduciary Note held on behalf of Euroclear and/or Clearstream, Luxembourg may be exercised by the holder of the Fiduciary Notes giving notice in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) of the principal amount of the Fiduciary Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Bearer Fiduciary Note or Global Registered Fiduciary Note to the Principal Paying Agent for notation accordingly in the Third Schedule of the Master Global Note within the time limits set forth in the Fiduciary Note Conditions.

6.10 **Redemption by Instalments**

If it is stated in the Issue Terms that the Fiduciary Notes are “**Instalment Fiduciary Notes**”, then unless previously redeemed, purchased and cancelled as provided in this Fiduciary Note Condition 6, each Fiduciary Note will be partially redeemed on each Instalment Date specified in the Issue Terms at the respective Instalment Amount so specified, whereupon the outstanding principal amount of such Fiduciary Note shall be reduced for all purposes by the Instalment Amount.

6.11 **Cancellation**

All Fiduciary Notes purchased by or on behalf of the Fiduciary, exchanged or redeemed must be surrendered for cancellation, in the case of Bearer Fiduciary Notes, by surrendering each such Bearer Fiduciary Note together with all unmatured Receipts and Coupons and all unexchanged Talons to, or to the order of, the Principal Paying Agent and, in the case of Registered Fiduciary Notes, by surrendering such Registered Fiduciary Notes to the Registrar and in each case, when so surrendered, will, together with all Fiduciary Notes redeemed by the Fiduciary, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Fiduciary Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Fiduciary in respect of any such Fiduciary Notes shall be discharged. The Fiduciary undertakes to (a) either promptly inform or (b) procure that the Principal Paying Agent or the Registrar, as the case may be, promptly informs (on its behalf) the relevant stock exchange or other relevant authority of any cancellation of listed Fiduciary Notes.

7. **PAYMENTS AND TALONS**

7.1 **Bearer Fiduciary Notes**

Payments of principal and interest in respect of the Bearer Fiduciary Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Fiduciary Note) or (in the case of all other payments or principal or Redemption Amount) the relevant Bearer Fiduciary Notes or (in the case of interest, save as specified in Fiduciary Note Condition 7.6(f)) below the relevant Coupons, as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in that currency

with, a bank in the principal financial centre of that currency; provided that in the case of euro, the transfer may be to, a euro account with a bank in the Euro-zone.

7.2 Registered Fiduciary Notes

Payments of principal (which for the purposes of this Fiduciary Note Condition 7.2 shall include the final Instalment Amount but not other Instalment Amounts) in respect of Registered Fiduciary Notes will be made against presentation and surrender of the relevant Definitive Registered Fiduciary Notes at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided below.

Interest (which for the purpose of this Fiduciary Note Condition 7.2 shall include all Instalment Amounts other than the final Instalment Amount) on Registered Fiduciary Notes will be paid to the person shown on the Register (or, if more than one person is so shown, to the first named person) at the close of business on the day falling 1 (one) day prior to the due date for payment thereof (the “**Record Date**”).

Payments of principal or interest on each Registered Fiduciary Note will be made in the currency in which such payments are due by transfer to an account in the Relevant Currency maintained by, the payee with a bank in the principal financial centre of a country of that currency or in the case of a payment in euro, by credit or transfer to a Euro account (or any account to which Euro may be credited or transferred) specified by the payee.

7.3 Payments on Bearer Fiduciary Notes in the United States under limited circumstances

Notwithstanding the foregoing, if any Bearer Fiduciary Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (a) the Fiduciary shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Fiduciary Notes in the manner provided in Fiduciary Note Condition 7.1 above when due, (b) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (c) such payment is then permitted by United States law without involving, in the opinion of the Fiduciary, any adverse tax consequence to the Fiduciary.

7.4 Payments subject to law, etc.

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, (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, or any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code (**871(m) Withholding**). In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Fiduciary Notes, the Fiduciary shall be entitled to withhold on any “dividend equivalent” (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law. Other than as provided herein, no commission or expenses shall be charged to the Fiduciary Noteholders or Couponholders in respect of such payments.

7.5 Appointment of Agents

The Agents act solely as agents of the Fiduciary and do not assume any obligation or relationship of agency or trust for or with any Fiduciary Noteholder. The Fiduciary reserves

the right at any time to vary or terminate the appointment of any of the Agents and to appoint additional or other Paying Agents or Transfer Agents, provided that the Fiduciary will at all times maintain (a) an Agent, (b) a Registrar in relation to Registered Fiduciary Notes, (c) a Transfer Agent in relation to Registered Fiduciary Notes, (d) a Calculation Agent where the Issue Terms so require one, (e) a Paying Agent (f) a Collateral Custodian where the Issue Terms so requires and (g) a Selling Agent where the Issue Terms so requires. For so long as the Fiduciary Notes are listed on any other stock exchange, the Fiduciary will maintain such other agents as may be required by the rules of such stock exchange.

In addition, the Fiduciary shall forthwith appoint a Paying Agent in New York City in respect of any Fiduciary Notes denominated in U.S. dollars in the circumstances described in Fiduciary Note Condition 7.3 above. For the avoidance of doubt, if the Paying Agent appointed pursuant to the Issue Terms is unable or prevented from making payments in the United States of America at the time of issue of the relevant Series, the Issuer is entitled to appoint another Paying Agent to do so (which may be a separate legal entity).

Notice of any such change or any change of any specified office will promptly be given to the Fiduciary Noteholders in accordance with Fiduciary Note Condition 18 (*Notices*).

7.6 **Unmatured Coupons and Receipts and unexchanged Talons**

- (a) Unless the Fiduciary Notes provide that the relative Coupons are to become void upon the due date for redemption of those Bearer Fiduciary Notes, Fiduciary Notes should be surrendered for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Fiduciary Note Condition 11 (*Prescription*)).
- (b) If the relative Fiduciary Notes so provide, upon the due date for redemption of any Bearer Fiduciary Note, unexpired Coupons relating to such Fiduciary Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (c) Upon the due date for redemption of any Bearer Fiduciary Note, any Talon relating to such Fiduciary Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (d) Upon the due date for redemption in full of any Bearer Fiduciary Note which is redeemable in instalments, all Receipts relating to such Fiduciary Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (e) Where any Bearer Fiduciary Note which provides that the relevant Coupons are to become void upon the due date for redemption of those Fiduciary Notes is presented for redemption without all unexpired Coupons, and where any Bearer Fiduciary Note is presented for redemption without any unexpired Talon relating to it, redemption shall be made only against the provision of such indemnity as the Fiduciary may require.

- (f) If the due date for redemption of any Fiduciary Notes is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Fiduciary Note or Definitive Registered Fiduciary Note representing it, as the case may be. Interest accrued on a Fiduciary Note which only bears interest after its Maturity Date shall be payable on redemption of such Fiduciary Note against presentation of the relevant Fiduciary Note or Definitive Registered Fiduciary Note representing it, as the case may be.

7.7 Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Fiduciary Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or such other Paying Agent as is notified to the Fiduciary Noteholders in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons which have become void pursuant to Fiduciary Note Condition 11 (*Prescription*)).

7.8 Non-Business Days

If any date for payment in respect of any Fiduciary Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this Fiduciary Note Condition “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “Business Day Jurisdictions” in the Issue Terms and:

- (a) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the Relevant Currency, on which foreign exchange transactions may be carried on in the Relevant Currency in the principal financial centre of the country of such currency; or
- (b) (in the case of a payment in euro) a day on which TARGET 2 is open.

8. SECURITY IN RESPECT OF THE FIDUCIARY NOTES

8.1 Unsecured Collateral

Unless otherwise specified in the Issue Terms, the Purchaser will pursuant to the Purchase Agreement procure that the Unsecured Collateral is delivered to the Collateral Custodian on the Issue Date or within the period thereafter specified in the Issue Terms and, with effect from such delivery, the Unsecured Collateral will be held by the Collateral Custodian (or, if so specified in the Issue Terms, the Sub-Custodian), on behalf of the Fiduciary, pursuant to the Issue Deed.

8.2 Fiduciary Assets

The Securitisation Law provides that the Fiduciary Assets (and the proceeds thereof) specified in the relevant Issue Terms will be available solely to meet the claims of the specified Fiduciary Noteholders and other creditors relating to the same Series.

The “**Fiduciary Assets**” shall mean the Unsecured Collateral and the other property, assets and/or rights of the Fiduciary which are held in the relevant Compartment (the Fiduciary

Estate) for the benefit of investors in or creditors of such Compartment in accordance with the terms of the Securitisation Law.

8.3 General provisions relating to collateral

The Unsecured Collateral will be held by the Collateral Custodian (which expression shall include any additional or other Collateral Custodians from time to time appointed) on behalf of the Issuer on and subject to the terms and conditions of the Fiduciary Agency Agreement. The Issuer reserves the right at any time to change the Collateral Custodian. Notice of such change shall be given to the Fiduciary Noteholders in accordance with Fiduciary Note Condition 18 (*Notices*). If it is specified in the Issue Terms that there is a Sub-Custodian in relation to the Unsecured Collateral such Sub-Custodian (which expression shall include any additional or other Sub-Custodians from time to time appointed) shall hold the Unsecured Collateral on behalf of the Collateral Custodian, on and subject to the terms of an agreement (the “**Sub-Custody Agreement**”, which expression shall include any amendments or supplements thereto) between the Sub-Custodian and the Collateral Custodian and/or such other persons as shall be specified in the Issue Terms.

None of the Issuer, the Purchaser, the Swap Counterparty, the Option Counterparty, the Collateral Custodian or any Sub-Custodian will have any responsibility for the performance by any clearing system (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations. Neither the Swap Counterparty or the Option Counterparty will have any responsibility for the performance by the Collateral Custodian of its obligations under the Fiduciary Agency Agreement or for the performance by any Sub-Custodian of its obligations under the relevant Sub-Custody Agreement.

8.4 Application of Proceeds of Enforcement of Fiduciary Assets

Unless otherwise specified in the relevant Issue Terms, all moneys received by the Fiduciary in connection with the realisation or enforcement of the Fiduciary Assets shall be applied in accordance with paragraphs (a) to (d) of this Fiduciary Note Condition 8.4 but subject to the provisions of the Securitisation Law.

The Fiduciary shall apply such moneys received by it:

- (a) first, in payment or satisfaction of any taxes owing by the Issuer and reimbursing the Collateral Custodian where the Collateral Custodian has, on behalf of the Issuer, paid or satisfied taxes owing by the Issuer in accordance with the Collateral Custody Agreement;
- (b) secondly, in payment or satisfaction *pro rata* and *pari passu* of any remuneration or any costs, charges, liabilities and expenses then due and payable to the Agents under or pursuant to the Fiduciary Agency Agreement and/or the Collateral Custody Agreement, in each case with applicable taxes thereon (whether payable to the Agents or to the relevant tax authority) to the extent provided therein and without duplicating any payments made pursuant to (a) above;
- (c) thirdly, *pro rata* in payment of any amounts owing to each Fiduciary Assets Obligor under the applicable Fiduciary Asset Agreement, (which for the purpose of this Fiduciary Note Condition 8.4 and the Issue Deed shall include any amounts owing to the Collateral Custodian for reimbursement in respect of payments made to a Fiduciary Assets Obligor relating to sums receivable on or in respect of the Unsecured Collateral);

- (d) fourthly, *pro rata* in payment of any amounts owing to the holders of Fiduciary Notes, Coupons and Receipts (which for the purpose of this Fiduciary Note Condition 8.4 and the Issue Deed shall include any amount owing to the Agents for reimbursement in respect of payment of principal and interest made to holders of Fiduciary Notes, Coupons and Receipts); and
- (e) fifth, in payment of the balance (if any) to the Issuer.

By subscribing to or otherwise acquiring the Fiduciary Notes, each Fiduciary Noteholder expressly consents to the provisions of this Fiduciary Note Condition 8.4 and the limitation of their rights in accordance with article 64 of the Securitisation Law and are deemed to have accepted such provisions and the consequences thereof.

8.5 Replacement and/or Substitution of Unsecured Collateral

- (a) If it is specified in the Issue Terms that this Fiduciary Note Condition 8.5(a) applies to the Fiduciary Notes, the Fiduciary may from time to time, subject to and in accordance with the provisions of the Issue Deed, by notice in writing to the Swap Counterparty, the Option Counterparty, the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Notes), the Collateral Custodian, the Sub-Custodian and, in accordance with Fiduciary Note Condition 18 (*Notices*), the Fiduciary Noteholders (a “**Replacement Notice**”) in, or substantially in, the form set out in the Fiduciary Agency Agreement, require that any securities or other assets for the time being comprising all or part of the Unsecured Collateral (but excluding any Unsecured Collateral which has been transferred to the Repurchase Counterparty pursuant to an exercise of the Purchase Option (as defined in Fiduciary Note Condition 10.3 (*Repurchase Agreement*)) (hereinafter referred to as the “**Replaced Unsecured Collateral**”) be replaced by Eligible Securities (“**Replacement Unsecured Collateral**”) provided however that such other conditions as may be specified in the Issue Terms are satisfied.

If the Fiduciary has so agreed with the Swap Counterparty and the Option Counterparty, the Swap Counterparty shall deliver the Replacement Unsecured Collateral to the Fiduciary in exchange for the Replaced Unsecured Collateral.

As used in this Fiduciary Note Condition 8.5, “**Eligible Securities**” means securities or other assets of the type or types, and in the amount or amounts, specified for this purpose in the Issue Terms.

- (b) (i) If securities and/or other assets which comprise all or part of the Unsecured Collateral have a maturity date which falls prior to the Maturity Date or other date for final redemption of the Fiduciary Notes (“**Maturing Unsecured Collateral**”) and it is provided in the Issue Terms that this Fiduciary Note Condition 8.5(b) applies to the Fiduciary Notes, the proceeds of redemption received upon maturity of such Maturing Unsecured Collateral may be applied by the Collateral Custodian on behalf of and at the instruction of the Fiduciary:
 - (A) in the purchase of Eligible Securities (“**Substitute Unsecured Collateral**”); and/or
 - (B) by crediting such proceeds of redemption to an interest bearing account in the name of the Collateral Custodian (the “**Collateral Custodian Cash Account**”) opened by the Collateral Custodian with a bank or other financial institution (which shall be the

Collateral Custodian unless otherwise specified in the Issue Terms) on terms that the funds standing to the credit of such Collateral Custodian Cash Account shall earn the rate or rates of interest (which may be a floating rate or rates) specified in the Issue Terms or, if no rate is so specified, such rate or rates as may be determined from time to time by the bank or other financial institution with which the Collateral Custodian Cash Account is opened. The Collateral Custodian may, if so directed by the Fiduciary, from time to time apply the funds standing to the credit of the Collateral Custodian Cash Account in the purchase of Eligible Securities, in which case such purchase, and the Eligible Securities so purchased, will be deemed to be Substitute Unsecured Collateral for the purposes of this Fiduciary Note Condition 8.5(b)(i). Subject to any such application by the Collateral Custodian, the Fiduciary and the Collateral Custodian will procure that funds credited to the Collateral Custodian Cash Account from time to time (including capitalised interest) shall be debited from the Collateral Custodian Cash Account on or before the Maturity Date or other date for redemption of the Fiduciary Notes to be applied by the Fiduciary in connection with such redemption, as specified in the Issue Deed. At the instruction of the Fiduciary, the Collateral Custodian may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

Not later than the date of each substitution of Unsecured Collateral pursuant to this Fiduciary Note Condition 8.5(b)(i), the Fiduciary shall give a notice to the Swap Counterparty, the Option Counterparty, the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Notes), the Collateral Custodian, the Sub-Custodian and, in accordance with Fiduciary Note Condition 18 (*Notices*), the Fiduciary Noteholders (a “**Substitution Notice**”) in, or substantially in, the form set out in the Fiduciary Agency Agreement, specifying, among other things, the details of any Substitute Unsecured Collateral and the date on which it is to be purchased. A Substitution Notice, once given by the Fiduciary, shall be conclusive and binding on such persons so notified by the Fiduciary.

Notwithstanding the foregoing, a substitution of Unsecured Collateral may only be made if:

- I. the Substitute Unsecured Collateral has been delivered, transferred or assigned to the Fiduciary on the same terms (*mutatis mutandis*) as the Maturing Unsecured Collateral and is subject to the interests created by or pursuant to the Issue Deed; and
- II. such other conditions as may be specified in the Issue Terms are satisfied.

All determinations of the availability of Substitute Unsecured Collateral and all determinations and calculations of the purchase price and applicable date for purchase thereof shall be made by the Swap Counterparty in accordance with the Issue Deed and all such

determinations and calculations shall be binding on the Fiduciary, the Option Counterparty, the Fiduciary Noteholders and all other persons. The Fiduciary shall not be liable to the Option Counterparty, the Fiduciary Noteholders or any other person for any loss arising from any arrangement referred to in any Substitution Notice or for the purchase price of the Substitute Unsecured Collateral or otherwise from the operation of this Fiduciary Note Condition 8.5(b)(i).

- (ii) If there is Maturing Unsecured Collateral and it is provided in the Issue Terms that this Fiduciary Note Condition 8.5(b) applies to the Fiduciary Notes, the Swap Agreement provides that the Swap Counterparty shall on the maturity date of the Maturing Unsecured Collateral, subject to payment in full of all principal, interest and other sums falling due on such date in respect of the Maturing Unsecured Collateral, substitute the Maturing Unsecured Collateral with Eligible Securities. The Swap Counterparty shall give notice in writing in, or substantially in, the form set out in the Fiduciary Agency Agreement to the Fiduciary, the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Notes), the Collateral Custodian, the Sub-Custodian, the Option Counterparty and, in accordance with Fiduciary Note Condition 18 (*Notices*), the Fiduciary Noteholders no later than the date on which such substitution takes place. Such Eligible Securities will as from the date of such substitution be deemed to have been transferred by the Fiduciary to the Swap Counterparty pursuant to the Credit Support Annex free and clear of any liens, claims, charges or encumbrances or any other interest of any third party and on terms that, with effect from such date, the Swap Counterparty will pay to the Fiduciary amounts equal to all distributions received on such Eligible Securities.

The Issue Deed provides that the Fiduciary shall not be liable to the Fiduciary Assets Obligors, any Noteholder or any other person for any loss arising from any arrangement referred to in any Substitution Notice or otherwise from the operation of this Fiduciary Note Condition 8.5(b).

In the case of a Replacement and/or Substitution in accordance with this Fiduciary Note Condition 8.5, a supplement to the relevant prospectus prepared in respect of the listing of the Fiduciary Notes will, in the case of any Series of Fiduciary Notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

8.6 Purchase of Unsecured Collateral maturing after the Maturity Date

If any securities forming all or part of the Unsecured Collateral have a maturity date falling after the Maturity Date of the Fiduciary Notes, the Fiduciary may agree to sell such Unsecured Collateral to the Swap Counterparty for value on the Maturity Date at a price equal to the principal amount thereof.

8.7 Realisation of the Fiduciary Assets relating to the Fiduciary Notes

- (a) If the Selling Agent is instructed by the Fiduciary, to endeavour to sell or otherwise realise the Unsecured Collateral, the Selling Agent shall, on behalf of and as the agent of the Fiduciary pursuant to, and in accordance with, the provisions of the Fiduciary Agency Agreement, use all reasonable endeavours to sell or otherwise realise the Unsecured Collateral as soon as reasonably practicable on or after the date on which it receives such instruction at its best execution price less any

commissions or expenses charged by the Selling Agent and specified for this purpose in the Issue Deed.

If, however, the Selling Agent determines that there is no available market for the Unsecured Collateral, or if the Selling Agent otherwise determines that it is impossible to sell or otherwise realise the Unsecured Collateral, or any part of it, the Selling Agent will promptly notify the Fiduciary, the Option Counterparty and the Swap Counterparty of such lack of availability or impossibility and the Selling Agent shall not be required to effect the sale or other realisation of the Unsecured Collateral or any further part of it. Any such determination by the Selling Agent shall be in its sole and absolute discretion and shall be binding on the Fiduciary, the Swap Counterparty, the Option Counterparty, the Fiduciary Noteholders and the Couponholders. In the event that the Selling Agent makes such determination the Fiduciary at its discretion may (but subject in each case to its being indemnified in accordance with such Fiduciary Note Condition) realise all or part of the Unsecured Collateral by other means.

In order to obtain its best execution price for the above purposes, the Selling Agent shall be required to take reasonable care to ascertain the price which is the best available for the sale or other realisation of the Unsecured Collateral at the time of the sale or other realisation for transactions of the kind and size concerned and, unless circumstances require the Selling Agent to do otherwise in the interests of the Fiduciary Noteholders and the Couponholders, to deal at a price which is not less advantageous to the Fiduciary Noteholders and Couponholders.

(b) Realisation of Fiduciary Assets

Unless otherwise specified in the relevant Issue Terms the realisation or enforcement of the Fiduciary Assets shall be undertaken in accordance with the provisions of the Securitisation Law.

8.8 **Fiduciary's rights as holder of Unsecured Collateral**

The Fiduciary may, in principle exercise any rights in its capacity as holder of the Unsecured Collateral only as directed by an Extraordinary Resolution of the Fiduciary Noteholders or as directed by a third party which has been appointed to provide voting instructions and, if such consent or direction is given, the Fiduciary will act, in principle, in accordance with such direction. In particular, the Fiduciary will not, unless otherwise stated in the relevant Issue Terms, attend or vote at any meeting of holders of the Unsecured Collateral or give any consent or notification or make any declaration in relation to the Unsecured Collateral, unless by the direction of any Extraordinary Resolution of the Fiduciary Noteholders.

9. **FIDUCIARY ASSET AGREEMENTS**

9.1 **Swap Agreement**

The Swap Agreement will terminate on the date specified in the Swap Agreement (the "**Swap Agreement Termination Date**"), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Swap Agreement will terminate in full if all the Fiduciary Notes are redeemed prior to their Maturity Date pursuant to any provision of Fiduciary Note Condition 6 (*Redemption, Purchase and Options*) or upon the occurrence of an Event of Default; and (ii) the Swap Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the principal amount of the relevant Fiduciary Notes being redeemed bears to the aggregate principal amount of the Fiduciary Notes of the relevant Series immediately prior to such redemption) if some of the Fiduciary Notes are redeemed or the Fiduciary Notes are redeemed in part prior

to their Maturity Date pursuant to any provision of Fiduciary Note Condition 6 (*Redemption, Purchase and Options*). In the event of an early termination of the Swap Agreement, either party to the Swap Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Swap Agreement. In the event of an early termination of the Swap Agreement as a result of the redemption of the Fiduciary Notes pursuant to Fiduciary Note Condition 6.2 (*Mandatory Redemption*), any obligation of the Fiduciary at any time to deliver the Unsecured Collateral to the Swap Counterparty shall for the purposes of the calculation of such termination payment be deemed to be replaced by an obligation of the Fiduciary to pay to the Swap Counterparty a sum equal to the nominal amount of such Unsecured Collateral.

Neither the Fiduciary nor the Swap Counterparty is obliged under the Swap Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Swap Agreement is terminable in such event. If the Fiduciary, on the occasion of the next payment due under the Swap Agreement, would be required by law to withhold or account for tax such that it would be rendered unable to make payment of the full amount due or would be required to account for tax or would suffer tax on its income in respect of the amount paid to it, the Fiduciary shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction as the principal obligor in accordance with Fiduciary Note Condition 15.3 (A) (*Substitution by the Fiduciary*) or to use all reasonable endeavours to transfer its residence for tax purposes to another jurisdiction.

Any transfer of the rights and obligations of the Swap Counterparty or any guarantee of the obligations of the Swap Counterparty (or of any transferee of the rights and obligations of the Swap Counterparty) in respect of the Swap Agreement will be subject to the Swap Counterparty having indemnified the Fiduciary against any stamp or other documentary charges and all expenses (if any) incurred by the Fiduciary in connection with such transfer.

To the extent that the Swap Counterparty fails to make payments due to the Fiduciary under the Swap Agreement, the Fiduciary will be unable to meet its obligations in respect of the Fiduciary Notes and Coupons. In such event, the Swap Agreement will be terminated and the Fiduciary Notes will become repayable in accordance with Fiduciary Note Condition 6.3 (*Redemption for taxation and other reasons*).

9.2 Option Agreement

The Option Agreement will terminate on the date specified in the Option Agreement (the “**Option Agreement Termination Date**”), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Option Agreement will terminate in full if all the Fiduciary Notes are redeemed prior to their Maturity Date pursuant to any provision of Fiduciary Note Condition 6 (*Redemption, Purchase and Options*) or upon the occurrence of an Event of Default; and (ii) the Option Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the principal amount of the relevant Fiduciary Notes being redeemed bears to the aggregate principal amount of the Fiduciary Notes of the relevant Series immediately prior to such redemption) if some of the Fiduciary Notes are redeemed or the Fiduciary Notes are redeemed in part prior to their Maturity Date pursuant to any provision of Fiduciary Note Condition 6 (*Redemption, Purchase and Options*). In the event of an early termination of the Option Agreement, either party to the Option Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Option Agreement.

Neither the Fiduciary nor the Option Counterparty is obliged under the Option Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Option Agreement is terminable in such event.

Any transfer of the rights and obligations of the Option Counterparty or any guarantee of the obligations of the Option Counterparty (or of any transferee of the rights and obligations of the Option Counterparty) in respect of the Option Agreement will be subject to the Option Counterparty having indemnified the Fiduciary against any stamp or other documentary charges and all expenses (if any) incurred by the Fiduciary in connection with such transfer.

To the extent that the Option Counterparty fails to meet its obligations to the Fiduciary under the Option Agreement, the Fiduciary will be unable to meet its obligations in respect of the Fiduciary Notes. In such event, the Option Agreement will be terminated and the Fiduciary Notes will become repayable in accordance with Fiduciary Note Condition 6.3 (*Redemption for taxation and other reasons*).

9.3 Repurchase Agreement

- (a) If it is stated in the Issue Terms that the Fiduciary has entered into the Repurchase Agreement, the Repurchase Counterparty may, subject to the provisions thereof, at any time and from time to time prior to the Maturity Date (and provided that the Fiduciary Notes have not fallen due and repayable prior to the Maturity Date), by giving written notice to the Fiduciary and the Collateral Custodian (a **"Purchase Notice"**), request the Fiduciary (the **"Purchase Option"**) to transfer any amount of the assets comprised in the Unsecured Collateral (the **"Purchased Unsecured Collateral"**) on terms that full legal and beneficial ownership of such Purchased Unsecured Collateral shall vest in the Repurchase Counterparty on the date specified in the Purchase Notice (the **"Delivery Date"**) free and clear of all charges, liens and encumbrances created by the Issue Deed with respect thereto or otherwise by the Fiduciary and together with the benefit of all the Fiduciary's rights and entitlements thereto and therein subsisting at the time the Purchase Option is exercised against payment to the Fiduciary of the purchase price (the **"Purchase Price"**) (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and on terms that the Repurchase Counterparty shall be obliged to deliver the Purchased Unsecured Collateral or Fungible Collateral or Fungible Underlying to the Fiduciary on the date specified in the relevant Purchase Notice or, if no date is so specified, on the date specified in the absolute discretion of the Repurchase Counterparty (each, a **"Redelivery Date"**) against payment of the repurchase price (the **"Repurchase Price"**) (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and that until the Purchased Unsecured Collateral or Fungible Unsecured Collateral is so delivered, all payments of principal, interest or other sums in respect of the Purchased Unsecured Collateral will be made to the Repurchase Counterparty (each, a **"Purchase Transaction"**). Unless otherwise provided in the Issue Terms, the Repurchase Price may not exceed the amount for the time being standing to the credit of the Cash Account.

"Fungible Unsecured Collateral", means an amount of debt or equity securities equivalent to the Purchased Collateral or Purchased Underlying the subject of the relevant Purchase Transaction (provided that, if and to the extent that such Purchased Unsecured Collateral has been redeemed, such expression shall mean a sum of money equivalent to (and in the same currency as) the proceeds of such redemption) and debt or equity securities are "equivalent to" Purchased Collateral or Purchased Underlying if they (i) are of the same issuer or obligor (ii) are part of the same issue, series or class, (iii) are of an identical type, nominal value and description and amount as the Purchased Collateral or Purchased Underlying and (iv) have the same terms and conditions and rank in all respects *pari passu* and equally with the Purchased Collateral or Purchased Underlying.

Under the Repurchase Agreement, the Repurchase Counterparty in respect of a Purchase Transaction will be required to make payments to the Fiduciary equal to each payment of principal, interest, dividends or other distributions made by an obligor of the relevant

Purchased Collateral or Purchased Underlying (each an “**Income Payment**”) on the date on which such payments under such Purchased Collateral or Purchased Underlying are made by the obligor of such Purchased Unsecured Collateral.

Any amount of Purchase Price paid by the Repurchase Counterparty to the Fiduciary pursuant to the Repurchase Agreement shall be credited to the Cash Account opened by the Collateral Custodian with a bank or other financial institution (which shall be the Collateral Custodian unless otherwise specified in the Issue Terms) specified in the Issue Deed on terms that the funds standing to the credit of the Cash Account shall earn the rate or rates of interest (which may be a floating rate) specified in the Issue Deed. Funds credited to the Cash Account from time to time (including capitalised interest) shall be debited from the Cash Account on each Repurchase Date to be applied in payment of the Repurchase Price then due or as otherwise provided in the Issue Deed.

To the extent that the Repurchase Counterparty fails to make payments due to the Fiduciary under the Repurchase Agreement, or to deliver the Purchased Unsecured Collateral or Fungible Unsecured Collateral to the Fiduciary when required under the Repurchase Agreement, the Fiduciary will be unable to meet its obligations in respect of the Fiduciary Notes, Receipts and Coupons. In such event, the Repurchase Agreement will be terminated and the Fiduciary Notes will become repayable in accordance with Fiduciary Note Condition 6.3 (*Redemption for taxation and other reasons*). Upon enforcement in respect of the Fiduciary Assets, as applicable, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Fiduciary Noteholders and Couponholders and the other persons entitled to the benefit of such security.

- (b) If it is specified in the Issue Terms that Fiduciary Note Condition 8.5(a) (*Replacement and/or Substitution of Unsecured Collateral*) applies to the Notes and unless otherwise specified in the Issue Deed, the Repurchase Counterparty may, at its cost and subject to and in accordance with the provisions of the Issue Deed, deliver a Replacement Notice to the Issuer, the Collateral Custodian, the Option Counterparty and the Swap Counterparty (if any) in, or substantially in, the form set out in the Fiduciary Agency Agreement, requesting authorisation from the Issuer that any securities or other assets for the time being comprising all or part of the Purchased Unsecured Collateral, (herein after referred to as the “**Replaced Purchased Unsecured Collateral**”) be replaced (a “**Replacement**”) by other securities or assets of a type or types (or combination thereof), having the features specified in respect of Replacement Unsecured Collateral in the Issue Deed (“**Replacement Purchased Unsecured Collateral**”) and on terms that such other conditions as may be specified in the Issue Deed in respect of a Replacement (as defined therein) are satisfied. Subject to the Issuer authorising the Replacement, any such Replacement Purchased Unsecured Collateral shall (to the extent delivered by the Repurchase Counterparty to the Issuer when required under the Repurchase Agreement) constitute Replacement Purchased Unsecured Collateral.
- (c) If it is specified in the Issue Terms that Fiduciary Note Condition 8.5(b) (*Replacement and/or Substitution of Unsecured Collateral*) applies to the Fiduciary Notes and securities and/or other assets which comprise all or part of the Purchased Unsecured Collateral have a maturity date which falls prior to the maturity date or other date for final redemption of the Fiduciary Notes (“**Maturing Purchased Unsecured Collateral**”), then unless provided otherwise in the Issue Deed, the proceeds of redemption received upon maturity of such Maturing Purchased Unsecured Collateral may, upon request to the Fiduciary and if such request is authorised, be applied by the Repurchase Counterparty:
- (i) in the purchase of Further Fiduciary Securities and/or other assets of a type or types (or combination thereof) identified by the Repurchase Counterparty

and having the features (if any) specified in respect of Substitute Unsecured Collateral in the Issue Deed (or, if no features are so specified, having such features as the Repurchase Counterparty shall in its sole and absolute discretion determine) (the “**Substitute Purchased Unsecured Collateral**” and each such purchase a “**Substitution**”). Any such Substitute Purchased Collateral or Substitute Purchased Underlying, as applicable, so specified shall (to the extent delivered by the Repurchase Counterparty to the Fiduciary when required under the Repurchase Agreement) constitute Substitute Purchased Unsecured Collateral for the purposes of the Issue Terms of the Fiduciary Notes; and/or

- (ii) by crediting such proceeds of redemption to an interest bearing account in the name of the Repurchase Counterparty (the “**Repurchase Counterparty Cash Account**”) opened by the Repurchase Counterparty with a bank or other financial institution selected by the Repurchase Counterparty in respect of the proceeds of redemption of Substitute Purchased Unsecured Collateral. Subject to any contrary provision in the Issue Terms of the relevant Fiduciary Notes or in the relevant Purchase Notice, the Repurchase Counterparty will procure that funds credited to the Repurchase Counterparty Cash Account from time to time (including capitalised interest) shall be debited from the Repurchase Counterparty Cash Account on the Maturity Date or other date for redemption of the Fiduciary Notes and paid to the Fiduciary for application by the Fiduciary in connection with such redemption.

Not later than the date of each Substitution, the Repurchase Counterparty shall give a notice to the Fiduciary, the Option Counterparty and the Swap Counterparty (if any) (a “**Substitution Notice**”) in, or substantially in, the form set out in the Fiduciary Agency Agreement, requesting authorisation from the Fiduciary and specifying, among other things, the details of any proposed Substitute Purchased Unsecured Collateral and the date on which it is proposed to be purchased. Upon receipt of a Substitution Notice, if the Fiduciary has determined (acting in its sole and absolute discretion) to authorise the Substitution, the Fiduciary shall forthwith notify the Swap Counterparty, the Option Counterparty, the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Notes), the Collateral Custodian, the Calculation Agent and, in accordance with Fiduciary Note Condition 18 (*Notices*), the Fiduciary Noteholders of such Substitution.

Notwithstanding the foregoing, a Substitution may only be made if such conditions as are specified in the Issue Deed in respect of a Substitution (as defined herein) are satisfied.

In the case of a Replacement and/or Substitution in accordance with this Fiduciary Note Condition 9.3, a supplement to the relevant prospectus prepared in respect of the listing of the Fiduciary Notes will, in the case of any Series of Fiduciary Notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

10. RESTRICTIONS

The Fiduciary has covenanted in the Issue Deed that (*inter alia*) so long as any of the Fiduciary Notes remains outstanding, it will not, without the consent of the Option Counterparty and the Swap Counterparty, if applicable:

- (a) engage in any activity or do anything whatsoever except:
 - (i) issue or enter into Investments (which as defined in the Issue Deed include further Fiduciary Notes) which are subject to the Fiduciary Law (“**Permitted**”

Investments) or otherwise incur indebtedness in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to the Securitisation Law and/or such indebtedness relates to assets or other property which are not part of the Fiduciary Assets of any other Fiduciary Notes and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets on which such indebtedness is secured ("**Permitted Indebtedness**");

- (ii) enter into any Fiduciary Asset Agreement including the Fiduciary Agency Agreement, any Fiduciary Asset Agreements or any deed or agreement of any other kind related to any Permitted Investment or Permitted Indebtedness, but provided always that any such agreement is entered into on terms that the obligations of the Fiduciary thereunder are secured on specified assets of the Fiduciary (other than its share capital) which do not form part of the Fiduciary Assets, as the case may be, and on terms which provide for extinguishment of all claims in respect of such obligations after application of the assets on which such indebtedness is secured;
 - (iii) acquire, or enter into any agreement constituting the Unsecured Collateral in respect of any Permitted Investment or the assets securing any Permitted Indebtedness;
 - (iv) perform its obligations under each Permitted Investment or Permitted Indebtedness and the Fiduciary Agency Agreement, Issue Deed, any Fiduciary Asset Agreements or other deeds or agreements incidental to the issue and constitution of, or the granting of security for, any Permitted Investment or Permitted Indebtedness;
 - (v) enforce any of its rights under the Fiduciary Agency Agreement, the Issue Deed, and Fiduciary Asset Agreements or any other deed or agreement entered into in relation to any Permitted Investment or Permitted Indebtedness;
 - (vi) perform any act incidental to or necessary in connection with any of the above;
- (b) subject to sub-paragraph (a) above, dispose of any of its property or other assets or any part thereof or interest therein (subject as provided in the terms and conditions relating to any Permitted Investment or the terms and conditions of any Permitted Indebtedness); or
- (c) consolidate or merge with any other person.

11. **PRESCRIPTION**

Claims against the Fiduciary for payment of principal or interest in respect of the Fiduciary Notes, Receipts and (subject to Fiduciary Note Condition 7.6(b) (*Unmatured Coupons and Receipts and unexchanged Talons*)) Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within five years from the appropriate Relevant Date in respect thereof.

*The Luxembourg law dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the "**Involuntary Dispossession Law 1996**") requires that any amount that is payable under the Bearer Fiduciary Notes, Receipts and Coupons (if any) before opposition to such payment under the Bearer Fiduciary Notes, Receipts and*

Coupons (if any) has been filed (by the relevant holder) but has not yet been paid to the holder of these Bearer Fiduciary Notes, Receipts and Coupons (if any) is paid to the Caisse de Consignations in Luxembourg until the opposition to such payment under the Bearer Fiduciary Notes, Receipts and Coupons (if any) has been withdrawn or elapsed.

12. TAXATION AND LIABILITIES

12.1 Taxation

Without prejudice to Fiduciary Note Condition 6.3 (*Redemption for taxation and other reasons*) the Fiduciary shall not be liable for or otherwise obliged to pay (a) any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Fiduciary Note or (b) any tax, duty, withholding or other payment which arises in respect of any payment due to the Fiduciary under any Fiduciary Assets and all payments made by the Fiduciary shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

The Fiduciary shall not be liable as a result for, or otherwise obliged to pay, any additional amount to any of the Fiduciary Noteholders or Couponholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted pursuant to Fiduciary Note Condition 7.4 (Payments subject to law, etc) above.

The tax consequences for each investor in the Fiduciary Notes can be different and therefore investors are advised to consult with their tax advisers as to their specific consequences. However investors should note that under Luxembourg law the Fiduciary is not regarded as the beneficial owner of the Fiduciary Assets. Therefore it is possible that the Fiduciary Noteholders' tax treatment will depend on the type of income and gains arising from the Fiduciary Assets and the Fiduciary Noteholders' proportionate share of such income and gains. The Fiduciary has no obligation to enquire as to the tax residence or status of the holder of any of the Fiduciary Notes or the tax treatment of such income and gains in the hands of such holders. In particular the Fiduciary will not be obliged to make any application for treaty relief or claim a refund of tax in relation to tax withheld at source in relation to such income and gains or to record or report the type of income and gains arising on Fiduciary Assets.

12.2 Liabilities

Without limitation to any other provision of these Fiduciary Note Conditions or the Fiduciary Contract, the Fiduciary may deduct from any payments made by it to Fiduciary Noteholder(s) or otherwise pursuant to these Fiduciary Note Conditions, a pro rata share of an amount which is necessary to indemnify and reimburse the Fiduciary against any charge, loss, liability, cost, claim, action, damage, expense, demand or any withholding tax (including, without limitation, legal fees, costs, commissions payable, any stamp, documentary, registration or similar duty or tax and expenses) which the Fiduciary may incur or which may be made against any of the Fiduciary, its Affiliates, or any of the Fiduciary's or its Affiliates' directors, officers, employees or agents as a result of, or arising out of, or in connection with the Fiduciary Notes or the relevant Fiduciary Contract and the transactions contemplated thereunder, including entry into the Fiduciary Asset Agreements (if any). Expenses may include, without limitation, the costs of investigating, disputing, defending or pursuing any action, claim, regulatory investigation, legal proceedings or arbitration, whether contemplated or actual.

13. EVENTS OF DEFAULT

The Fiduciary Notes shall become forthwith immediately due and repayable at their Redemption Amount in any of the following events (each an “**Event of Default**”):

- (a) if default is made for a period of 30 (thirty) calendar days or more in the payment of any sum due in respect of the Fiduciary Notes (subject as provided in Fiduciary Note Conditions 6.2 (*Mandatory Redemption*) and 6.3 (*Redemption for taxation and other reasons*)) and/or any payment of any sum in respect of an exercise of a Fiduciary Noteholders’ option or any of them; or
- (b) if the Fiduciary fails to perform or observe any of its other obligations under the Fiduciary Notes , the Issue Deed, the Fiduciary Agency Agreement and any Fiduciary Asset Agreements and (unless such failure is incapable of remedy in which case no such notice as is referred to in this paragraph shall be required) such failure continues for a period of 30 (thirty) calendar days following the service by any Fiduciary Noteholder on the Fiduciary of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or
- (c) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Fiduciary save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by an Extraordinary Resolution.

14. ENFORCEMENT

14.1 Enforcement with respect to the Securitisation Law

Unless otherwise specified in the relevant Issue Terms the Fiduciary shall on an enforcement of the Fiduciary Assets take such action as it is required to take in accordance with the provisions of the Securitisation Law.

14.2 Enforcement with respect to the Fiduciary Law

Consistent with the Fiduciary Law, Fiduciary Noteholders have no direct right of action against any Fiduciary Assets Obligor to enforce their rights under the Fiduciary Notes or the obligations of any Fiduciary Assets Obligor under any relevant Fiduciary Asset Agreement or Fiduciary Asset, even in the case of the Fiduciary's failure to act or the insolvency of the Fiduciary. However, if under the Fiduciary Assets or the Fiduciary Asset Agreements the Fiduciary is entitled and, in addition, has in accordance with the Fiduciary Contract, become obliged to take legal action against any Fiduciary Assets Obligor and has failed to take such action within a reasonable time, then (if and to the extent such failure is continuing) the Fiduciary Noteholders shall be entitled, subject to the prior approval of such action by an Extraordinary Resolution (pursuant to Fiduciary Note Condition 15.1 (*Meetings of Fiduciary Noteholders*)) of the Fiduciary Noteholders, to institute indirect legal action (*action oblique*) under and subject to the conditions set out in the Luxembourg civil code against the relevant Fiduciary Assets Obligor *in lieu* of the Fiduciary and on its behalf.

Upon the occurrence of an Event of Default, the Fiduciary may in its discretion (without incurring any liability for any action taken or omitted to be taken except for gross negligence (*faute grave*) or wilful misconduct (*dol*)) and without further notice institute such proceedings as it sees fit against the relevant Fiduciary Assets Obligor to assert the Fiduciary's rights under the relevant Fiduciary Asset Agreement or Fiduciary Asset. The Fiduciary will not be obliged to take such action unless it will have been directed to do so by an Extraordinary

Resolution of Noteholders or so requested in writing by the holders of more than 50 per cent. in aggregate nominal amount of the Fiduciary Notes then outstanding and arrangements for the indemnification of the Fiduciary (including payment of its expenses) have been made to its satisfaction.

The Fiduciary has no obligation to, and will not, investigate, monitor or assess, either on its own behalf or on behalf of the Fiduciary Noteholders, the financial condition, affairs or status of any Fiduciary Assets Obligor or the validity or enforceability of any of the Fiduciary Asset Agreements. In the event of any enforcement by the Fiduciary of its rights against any Fiduciary Assets Obligor, the Fiduciary will be entitled to be paid, out of the proceeds of such enforcement, all fees, costs, charges, expenses, liabilities and other amounts incurred or payable to it in connection with such enforcement in priority to any claims of the Fiduciary Noteholders.

These Fiduciary Note Conditions form part of each Fiduciary Contract. They set out the rights of a Fiduciary Noteholder under the relevant Fiduciary Contract and certain duties, powers and discretions of the Fiduciary. Although the Fiduciary does not represent the Fiduciary Noteholders, the Fiduciary performs such duties and exercises such powers and discretions in the best interest of the Fiduciary Noteholders.

The Fiduciary Noteholders expressly waive, to the extent legally possible, the right to request the early termination of the Fiduciary Contract in accordance with article 7(6) of the Fiduciary Law.

15. **MEETINGS OF FIDUCIARY NOTEHOLDERS; MODIFICATIONS; WAIVER; AND SUBSTITUTION**

15.1 **Meetings of Fiduciary Noteholders**

The Fiduciary Agency Agreement contains provisions for convening meetings of Fiduciary Noteholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Fiduciary Notes (including these Fiduciary Note Conditions or the provisions of the Fiduciary Agency Agreement insofar as the same may apply to such Fiduciary Notes). The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing more than 50 per cent. in principal amount of the Fiduciary Notes for the time being outstanding or, at any adjourned such meeting, one or more persons being or representing Fiduciary Noteholders, whatever the principal amount of the Fiduciary Notes so held or represented. Such Extraordinary Resolution may include proposals to approve, *inter alia*, (i) any conservatory measure taken in the common interest of the Fiduciary Noteholders, (ii) the amendment or waiver of specific collateral (if any) granted to the Fiduciary Noteholders, (iii) the decision on the creation of a fund aimed at defending the Fiduciary Noteholders' interests or (iv) the determination of any other measures aimed at defending the Fiduciary Noteholders' interests or the exercise by the Fiduciary Noteholders of their rights, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Fiduciary Noteholders, whether present or not and on all relevant Couponholders and holders of Receipts (an "**Extraordinary Resolution**"), except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of maturity or redemption of the Fiduciary Notes, any Instalment Date or any date for payment of interest thereof, (b) to reduce or cancel the principal amount or any Instalment Amount of, or any premium payable on redemption of, the Fiduciary Notes, (c) to reduce the rate or rates of interest in respect of the Fiduciary Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in respect thereof, (d) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Redemption Amount is shown in the Issue Terms, to reduce any such Minimum and/or Maximum, (e) to change any method of calculating the Redemption Amount or, in the case of Zero Coupon Fiduciary Notes, to vary the method of calculating the Amortised Face

Amount, (f) to change the currency or currencies of payment or denomination of the Fiduciary Notes, (g) to take any steps which as specified in the Fiduciary Agency Agreement may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (h) to modify the provisions concerning the quorum required at any meeting of Fiduciary Noteholders or the majority required to pass an Extraordinary Resolution, (i) to modify the provisions of the Fiduciary Agency Agreement concerning this exception or (j) to modify any other provisions specifically identified for this purpose in the Fiduciary Agency Agreement or Issue Deed, will only be binding if passed at a meeting of the Fiduciary Noteholders, the quorum at which shall be one or more persons holding or representing not less than 67 cent. or, at any adjourned meeting, not less than 25 per cent., in principal amount of the Fiduciary Notes for the time being outstanding (an “**Extraordinary Resolution**”). A resolution in writing signed by or on behalf of the holders of not less than 67 per cent. in principal amount of the Fiduciary Notes for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Fiduciary Noteholders and a resolution by way of electronic consent through the relevant Clearing System(s) authorised by or on behalf of the holders of not less than 67 per cent. in principal amount of the Fiduciary Notes for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Fiduciary Noteholders.

The provisions of articles 470-1 to 470-19 of the amended Luxembourg law dated 10 August 1915 on commercial companies (the “**Companies Law 1915**”), shall not apply to the Fiduciary Notes, Receipts, Coupons and Talons (if any). No holder of Fiduciary Notes may initiate proceedings against the Fiduciary based on article 470-21 of the Companies Law 1915.

15.2 **Modification, Authorisation and Waiver**

The Fiduciary may agree with the Option Counterparty (if any) and the Swap Counterparty (if any), without the consent of the Fiduciary Noteholders and without liability to any person therefore, (a) any modification of the Fiduciary Note Conditions or the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets and any corresponding provisions of the Fiduciary Note Conditions or the Fiduciary Agency Agreement which is, in the opinion of the Fiduciary, of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law, and (b) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Fiduciary Asset Agreements and any corresponding provisions of the Fiduciary Note Conditions which is in the opinion of the Fiduciary not materially prejudicial to the interests of the Fiduciary Noteholders; (c) any modification of the provisions of the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets which is made to satisfy any requirement of any listing authority or stock exchange on which the Fiduciary Notes are or are proposed to be issued and which, in each case, is not in the opinion of the Fiduciary materially prejudicial to the interests of the Fiduciary Noteholders and (d) any modification of the provisions of the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets which is specified in the Fiduciary Agency Agreement as being a modification to which the Fiduciary may agree without the consent of the Fiduciary Noteholders but only with the prior written consent of the Option Counterparty (if any) and the Swap Counterparty (if any).

Any such modification, authorisation or waiver will be binding on the Fiduciary Noteholders and such modification will be notified to the Fiduciary Noteholders as soon as practicable in accordance with Fiduciary Note Condition 18 (*Notices*); The Issue Deed and the Fiduciary Agency Agreement provides that the Fiduciary shall not agree to any amendment or modification of the Issue Deed and/or the Fiduciary Agency Agreement without first

obtaining the consent in writing of the Swap Counterparty and the Option Counterparty, which consent shall not be unreasonably withheld or delayed.

15.3 Substitution

(A) Substitution by the Fiduciary

The Fiduciary may agree, subject to such amendment of the Fiduciary Note Conditions or the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements and such other conditions as Fiduciary may require, without the consent of the Fiduciary Noteholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to the substitution of any other company (provided that such company is a Qualifying Company (as defined below)) (a “**Substitute Company**”) in place of the Fiduciary or of any previous substituted company, as principal obligor under the Issue Deed and the Fiduciary Asset Agreements of all of the Fiduciary Notes then outstanding. In the case of such a substitution the Fiduciary may agree, without the consent of the Fiduciary Noteholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to a change of the law governing the Fiduciary Notes and/or the Issue Deed and/or any of the Fiduciary Asset Agreements provided that such change would not, in the opinion of the Fiduciary be materially prejudicial to the interests of the Fiduciary Noteholders. In addition, the Issue Deed and/or the Fiduciary Agency Agreement shall provide that the Fiduciary shall be required to use all reasonable endeavours to arrange the substitution of a Substitute Company incorporated in another jurisdiction as principal obligor under the Issue Deed and/or the Fiduciary Agency Agreement, as applicable, in the circumstances described in Fiduciary Note Condition 6.3(a) (*Redemption for taxation and other reasons*).

If a Director or other authorised officer of any Substitute Company certifies that the Substitute Company will be solvent immediately after the time at which the substitution is to be effected, the Fiduciary shall not have regard to the financial condition, profits or prospects of such Substitute Company or compare the same with those of the Fiduciary (or any previously substituted company).

For the purposes of this Fiduciary Note Condition 15.3, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Fiduciary Notes, the holders of the Fiduciary Notes are expressly deemed to have consented to the substitution of the Fiduciary by the Substitute Company and to the release of the Fiduciary from any and all obligations in respect of the Fiduciary Contract, the Fiduciary Notes and all the Fiduciary Asset Agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

(B) Substitution by Fiduciary Noteholders

The Fiduciary may at any time be removed as fiduciary in relation to a Series of Fiduciary Notes by an Extraordinary Resolution of the relevant Fiduciary Noteholders in general meeting, provided that no such removal will take effect until (1) each of (a) the appointment by such Fiduciary Noteholders by Extraordinary Resolution of a successor fiduciary (which will be a Qualified Entity); (b) the acceptance of such appointment by such successor; and (c) the assumption by such successor of the rights and obligations of the Fiduciary under the Issue Deed and the Fiduciary Asset Agreements and each Fiduciary Asset, and under each Fiduciary Contract relating to the Fiduciary Notes has become effective and (2) each stock exchange or listing authority on which the Fiduciary Notes are listed and admitted to trading shall have confirmed that following such removal and appointment of a successor fiduciary the

Fiduciary Notes would continue to be listed and admitted to trading on such stock exchange or listing authority.

(C) **Qualified Entity**

For the purposes hereof, "**Qualified Entity**" means any entity which:

- (i) is qualified and authorised to act as a fiduciary under the Fiduciary Law; and
- (ii) is approved by Cirdan.

16. **REPLACEMENT OF BEARER FIDUCIARY NOTES, REGISTERED FIDUCIARY NOTES, RECEIPTS, COUPONS AND TALONS**

If a Bearer Fiduciary Note, Registered Fiduciary Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws at the specified office of the Principal Paying Agent in London (in the case of the Bearer Fiduciary Notes, Receipts, Coupons or Talons) and the Registrar (in the case of Registered Fiduciary Notes) or the registered office of the Fiduciary or such other Paying Agent, or Transfer Agent, as the case may be, as may from time to time be designated by the Fiduciary for the purpose and notice of whose designation is given to Fiduciary Noteholders in accordance with Fiduciary Note Condition 18 (*Notices*), in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Bearer Fiduciary Note, Registered Fiduciary Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Fiduciary on demand the amount payable by the Fiduciary in respect of such Bearer Fiduciary Note, Registered Fiduciary Note, Receipts, Coupons or further Coupons) and otherwise as the Fiduciary may require. Mutilated or defaced Bearer Fiduciary Note, Registered Fiduciary Note, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

The replacement of Fiduciary Notes, Receipts, Talons and Coupons in bearer form in the case of loss or theft is subject to the procedure of the Involuntary Dispossession Law 1996, which provides that the person who lost the Bearer Fiduciary Notes may, subject to certain conditions, request the Fiduciary of the Fiduciary Notes to deliver new Bearer Fiduciary Notes, Receipts, Talons and Coupons.

17. **FURTHER ISSUES**

- 17.1 The Fiduciary may from time to time without the consent of the Fiduciary Noteholders or Couponholders, but subject to Fiduciary Note Condition 10 (*Restrictions*) create and issue Further Fiduciary Notes having the same terms and conditions as the Fiduciary Notes in all respects (or in all respects except for the first payment of interest) and so that the same shall be consolidated and form a single series with such Fiduciary Notes (the "**Existing Fiduciary Notes**") provided that, unless otherwise approved by an Extraordinary Resolution of Fiduciary Noteholders, the Fiduciary provides additional Fiduciary Assets for such Further Fiduciary Notes ("**Further Fiduciary Notes**") of at least an amount determined either on the Nominal Basis or on the Market Value Basis (as each such term is defined below), as selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement (as defined below) (the "**Basis Selection**"), and the Fiduciary enters into, or has the benefit of, additional or supplemental any Fiduciary Asset Agreements extending the terms of any existing applicable Fiduciary Asset Agreements to the Further Fiduciary Notes on terms no less favourable than those on which such existing Fiduciary Asset Agreements, as so extended, apply to the Existing Fiduciary Notes. Any Further Fiduciary Notes shall be constituted an agreement supplemental to the Fiduciary Agency Agreement as constituted

by a deed supplemental to the Issue Deed (the “**Supplemental Fiduciary Agency Agreement**” and the “**Supplemental Deed**”, and so that, upon the execution of the Supplemental Fiduciary Agency Agreement further to the Supplemental Deed, all references to the “Fiduciary Agency Agreement” and “Issue Deed” shall be construed as being to such document as amended and supplemented by the Supplemental Fiduciary Agency Agreement and Supplemental Deed, as applicable). Such Further Fiduciary Note shall be added to the Fiduciary Assets so that the Further Fiduciary Notes and the Existing Fiduciary Notes shall have the benefit of the Fiduciary Assets including the Fiduciary Asset Agreements and references in these Fiduciary Note Conditions to “**Fiduciary Notes**”, “**Unsecured Collateral**”, “**Fiduciary Assets**”, “**Credit Support Document**”, “**Swap Agreement**”, “**Option Agreement**”, “**Repurchase Agreement**” and “**Fiduciary Asset Agreement(s)**” shall be construed accordingly; or

- 17.2 If at any time the Fiduciary or the Arranger determines, in either case acting in their sole and absolute discretion, that the issue of any Further Fiduciary Notes in respect of the Series of Fiduciary Notes would, or may, or (in the determination of the Fiduciary and/or the Calculation Agent) could reasonably be expected, to result in the Fiduciary, the Arranger and/or any Agent of the Fiduciary acting in breach of, or failing to comply with, any law, rule, regulation, directive, guidance or similar, to the extent applicable to the Fiduciary Notes, including, without limitation, the AIFMD and/or any related legislation, rules or guidance (including, without limitation, any legislation implementing the AIFMD) (such a breach or failure to comply, a “**Regulatory Breach**”), the Fiduciary shall not issue any Further Fiduciary Notes in respect of the Series until such amendments have been made to the terms and conditions of the Fiduciary Notes and any other documentation relating to the Fiduciary Notes as the Fiduciary and the Arranger each determines, in its sole and absolute discretion, would avoid a Regulatory Breach by the issuance of Further Fiduciary Notes in respect of the Series.

In connection with the foregoing, by holding any Fiduciary Notes, each Fiduciary Noteholder shall be deemed to have represented and Fiduciary warranted and agreed that it shall use reasonable efforts to give such consents, and enter into such documentation, as the Fiduciary and the Arranger determine reasonably necessary to give effect to the amendments contemplated in the foregoing paragraph, provided, however, that this shall not require any Fiduciary Noteholder to act adversely to its own interests.

In this Fiduciary Note Condition:

“**Nominal Basis**” means that the additional assets required to be provided by the Fiduciary in respect of any Further Fiduciary Notes issued or to be issued pursuant to paragraph (a) hereof shall be of a nominal amount which bears the same proportion to the nominal amount of the Further Fiduciary Notes as the proportion which the nominal amount of such assets forming part of the Fiduciary Assets for the Existing Fiduciary Notes bears to the nominal amount of the Existing Fiduciary Notes as at such date;

“**Market Value Basis**” means that the additional assets required to be provided by the Fiduciary in respect of any Further Fiduciary Notes issued or to be issued pursuant to paragraph (a) hereof shall be the variable E calculated in accordance with the following formula:

$$(A + B) \div C = (D + E + F) \div (G + H)$$

where:

A = the Value of the assets forming part of the Fiduciary Assets for the Existing Fiduciary Notes as at 11.00 a.m. (London time) on the Issue Date of the Existing Fiduciary Notes

- B = the Mark to Market Value of any Fiduciary Asset Agreements in respect of the Existing Fiduciary Notes as at 11.00 a.m. (London time) on the Issue Date of the Existing Fiduciary Notes
- C = the total nominal principal amount of the Existing Fiduciary Notes as at the Issue Date of the Existing Fiduciary Notes
- D = the Value of the assets forming part of the Fiduciary Assets for the Existing Fiduciary Notes as at 11.00 a.m. (London time) on the London Business Day falling two London Business Days before the Issue Date of the Further Fiduciary Notes (or such other day as may be selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement)
- E = the Value of the additional assets to form part of the Fiduciary Assets for the Existing Fiduciary Notes and the Further Fiduciary Notes required to be provided by the Fiduciary in respect of the Further Fiduciary Notes as at 11.00 a.m. (London time) on the London Business Day falling 2 (two) London Business Days before the Issue Date of the Further Fiduciary Notes (or such other day as may be selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement)
- F = the Mark to Market Value of any Fiduciary Asset Agreements in respect of the Existing Fiduciary Notes, as extended so as to apply also to the Further Fiduciary Notes, as at 11.00 a.m. (London time) on the London Business Day falling two London Business Days before the Issue Date of the Further Fiduciary Notes (or such other day as may be selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement)
- G = the total nominal principal amount of the Existing Fiduciary Notes as at the Issue Date of the Further Fiduciary Notes
- H = the total nominal principal amount of the Further Fiduciary Notes as at the Issue Date of the Further Fiduciary Notes

for which purposes:

the “**Mark to Market Value**” of any Fiduciary Asset Agreements means the amount (which may be a negative number) determined by the calculation agent under the relevant Agreement (which determination shall be final and binding on all persons in the absence of manifest error), being:

- (i) if such Agreement is a Swap Agreement, the amount that would be payable to the Fiduciary by the Swap Counterparty pursuant to Section 6(e)(ii)(2)(A) thereof as if all Transactions were being terminated on such date, provided that Market Quotation shall be determined by the calculation agent appointed under the relevant Related Agreement(s) on the basis of quotations, which the calculation agent shall attempt to obtain from at least three Reference Market-makers (as defined in the Swap Agreement) for amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”) and provided that: (A) if more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (B) if exactly three quotations are provided, the quotation remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall

be disregarded); (C) if two quotations are provided, or if two or more of the quotations are the same, the arithmetic mean of such quotations; and (D) if fewer than two quotations are provided, Market Quotation shall be determined in such other manner as such calculation agent, acting in good faith, may determine, or

- (ii) if such Agreement is a Credit Support Document or an Option Agreement or a Repurchase Agreement, an amount (which may be a negative number) that would be payable to the Fiduciary by the Swap Counterparty and/or the Swap Counterparty, as the case may be, determined in the manner specified in the Issue Terms in respect of the Existing Fiduciary Notes or in the Supplemental Fiduciary Agency Agreement;

the “**Value**” of any assets forming or to form part of the Fiduciary Assets for the Existing Fiduciary Notes and/or the Further Fiduciary Notes means the amount determined by the calculation agent appointed under the relevant Fiduciary Asset Agreement(s) on the basis of firm bid price quotations (“**Bid Quotations**”) for such assets which the calculation agent shall attempt to obtain from at least three dealers in such assets as the calculation agent may in its discretion select provided that: (i) if more than three Bid Quotations are provided, Value shall be the arithmetic mean of the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (ii) if exactly three Bid Quotations are provided, the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (iii) if two Bid Quotations are provided, or if two or more of the Bid Quotations provided are the same, the arithmetic mean of such Bid Quotations; and (iv) if fewer than two Bid Quotations are provided, Value shall be determined in such other manner as such calculation agent, acting in good faith, may determine;

all calculations and determinations of any Mark to Market Value or Value shall be performed or made by the calculation agent under the relevant Fiduciary Asset Agreement(s), or such other person as may be specified in the Issue Deed or Supplemental Deed and shall be conclusive and binding on all persons in the absence of manifest error, and no liability shall attach to such calculation agent, the Fiduciary in respect thereof; and

the Basis Selection shall be made by the Fiduciary, acting in its discretion (subject to any commitment to act in accordance with the instructions of any person), which selection shall be conclusive and binding on all persons and no liability in respect thereof shall attach to the Fiduciary or any other person in accordance with whose instructions the Fiduciary is required to act; and

“**London Business Days**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

Following the issue of any Further Notes, each holder of a Note (whether an Existing Note or a Further Note) will have an equal pro rata share in the Fiduciary Assets, as increased in the manner determined by the Basis Selection, and the amount of such pro rata share will be affected by the outcome of the Basis Selection. Any such Fiduciary Assets Obligor or other person shall be entitled to instruct the Issuer to make the Basis Selection in such manner as it may deem appropriate, without regard to the interests of the holders of the Existing Notes and/or the Further Notes.

18. NOTICES

18.1 Notice given by the Fiduciary

Notices to the holders of Registered Fiduciary Notes will be mailed to them or, if there is more than one holder of any Registered Fiduciary Note, to the first named holder of that Fiduciary Note at their respective addresses in the Register and will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Fiduciary Notes will be valid if published in a leading daily newspaper of general circulation in Luxembourg. If any such publication is not practicable and none of the Fiduciary Notes are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange, or other stock exchange, notice in respect of such unlisted Fiduciary Notes will be validly given if published in another leading daily newspaper of general circulation in Europe as selected by the Fiduciary). Any such notice to holders of Bearer Fiduciary Notes shall be deemed to have been given on the date of publication or, if published more than once or on different dates, on the date of the first such publication as provided above.

If and for so long as any Fiduciary Notes are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Fiduciary Notes will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at).

Couponholders and holders of Receipts and Talons shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Fiduciary Notes in accordance with this Fiduciary Note Condition.

For so long as all of the Fiduciary Notes are represented by one or both of the Global Fiduciary Notes and such Global Fiduciary Note is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Fiduciary Noteholders shall be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative accountholders rather than by publication as required by Fiduciary Note Condition 18 above provided that, so long as the Fiduciary Notes are listed on are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Fiduciary Notes will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at). Any such notice shall be deemed to have been given to the Fiduciary Noteholders on the day on

which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Fiduciary Notes held by a Fiduciary Noteholder are represented by a Global Fiduciary Note, notices to be given by such Fiduciary Noteholder may be given by such Fiduciary Noteholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

18.2 Notices given by Fiduciary Noteholders

Notices to be given by any Fiduciary Noteholder shall be in writing and given by lodging the same, together (in the case of any Fiduciary Note in definitive form) with the relative Fiduciary Note or Fiduciary Notes, with the Registrar (in the case of Registered Fiduciary Notes) and/or with the relevant Paying Agent (in the case of Bearer Fiduciary Notes). Whilst any of the Notes are represented by a Global Fiduciary Note, such notice may be given by any holder of a Fiduciary Note to the Registrar and/or, as the case may be, with the relevant Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing Law

- (a) Each of the following documents are governed by, and will be interpreted in accordance with, the laws of Luxembourg:
 - (i) the Issue Deed (excluding the Transaction Documents incorporated therein, save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement);
 - (ii) Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement constituted by the Issue Deed;
 - (iii) the Fiduciary Contract; and
 - (iv) the Fiduciary Notes, Receipts, Coupons or Talons and any non-contractual obligations arising out of or in connection therewith (unless otherwise specified in the Issue Deed).
- (b) Each Transaction Document, including the Fiduciary Asset Agreements (but excluding Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement) constituted by the Issue Deed and any non-contractual obligations arising out of or in connection with any such Transaction Document, including the Fiduciary Asset Agreements (unless otherwise specified in the Issue Deed) are governed by, and shall be construed in accordance with, the laws of England.

19.2 Jurisdiction

- (a) Actions or proceedings against the Fiduciary in respect of the following documents may be brought only in a court of Luxembourg having jurisdiction:

- (i) the Issue Deed (excluding the Transaction Document incorporated therein, save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement);
 - (ii) Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement;
 - (iii) the Fiduciary Contract; and
 - (iv) the Fiduciary Notes, the Receipts, the Coupons and the Talons.
- (b) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Document, including the Fiduciary Asset Agreements (save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement). Accordingly any legal action or proceedings arising out of or in conjunction with any Transaction Document, including the Fiduciary Asset Agreements may be brought in such courts (“**Proceedings**”). The Fiduciary has in the Transaction Document, including the Fiduciary Asset Agreements (save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement) submitted to the jurisdiction of such courts.

19.3 **Agent for Service of Process**

The Fiduciary has irrevocably appointed the person specified in the Issue Deed as its Agent for Service of Process, at its registered office for the time being, as its agent to receive, for it and on its behalf, service of process in any Proceedings in England.

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

No person shall have any rights to enforce any term or condition of the Fiduciary Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

TERMS AND CONDITIONS OF THE CERTIFICATES AND WARRANTS

The following, save for italicised text, is the text of the terms and conditions of the Certificates and Warrants which, subject to completion and amendment and as supplemented, modified or varied in accordance with the provisions of the relevant Issue Deed in relation to a particular Series only, will (subject as provided in “Summary of Provisions relating to Relevant Instruments while in Global Form” and any relevant italicised text) be applicable to the Global Bearer Security(ies) or Global Registered Security(ies) representing each Series and to the Definitive Bearer Securities or Definitive Registered Securities (if any) issued in exchange therefor (each as defined in these Terms and Conditions) and which, subject further to deletion of non-applicable provisions, will be endorsed on such Definitive Bearer Securities or Definitive Registered Securities. Furthermore, in relation to a Series, the corresponding Issue Deed will specify whether the Additional Terms and Conditions set out in Annex 5 in respect of Equity Linked Securities, Annex 6 in respect of Index Linked Securities or Annex 7 in respect of Fund Linked Securities is applicable. Details of applicable definitions for each Series will be set out in the relevant Issue Deed. References in the Security Conditions to “Securities” are to the Securities of one Series only, not to all Securities which may be issued under the Programme.

The Securities are constituted and, in the case of Secured Securities secured by an Issue Deed dated the issue date (the “**Issue Date**”) specified in such Issue Deed (the “**Issue Deed**”) and made between, *inter alios*, Aldburg S.A. (the “**Issuer**”), the agents specified therein and the person specified therein as Security Trustee if any (the “**Security Trustee**”, which expression shall include all persons for the time being the security trustee or security trustees under the Issue Deed) as security trustee for the holders of the Securities. These terms and conditions (the “**Security Conditions**”) apply in relation to each issue of securities for which Certificates or Warrants are the Type of Securities specified in the relevant Issue Terms (the “**Issue Terms**”) set out in the Issue Deed and in such cases references in these Security Conditions to “**Securities**” or a “**Security**” or “**Certificates**” or “**Warrants**” or a “**Certificate**” or “**Warrant**” shall be to the relevant certificate(s) or warrant(s), as applicable, as described in the Issue Terms. By executing the Issue Deed, the Issuer and the Security Trustee, if any, have entered into an Agency Agreement in respect of the Securities (the “**Agency Agreement**”, which expression shall include any amendments or supplements thereto) on the terms set out in and/or incorporated by reference into the Issue Deed with the persons (if any) executing the Issue Deed in the capacity of Principal Paying Agent (the “**Principal Paying Agent**”) and/or as Paying Agent (the “**Paying Agent**”) and/or as transfer agent (the “**Transfer Agent**”) and/or as registrar (the “**Registrar**”) and/or as calculation agent (the “**Calculation Agent**”) and/or as selling agent (the “**Selling Agent**”) and/or in such other capacity as may be specified in the Issue Deed. References to “**Paying Agents**” shall include the Principal Paying Agent, the Paying Agent, and any substitute or additional principal paying agents and/or paying agents appointed in accordance with the Issue Deed. References to “**Transfer Agents**” shall include the Transfer Agent and any substitute or additional transfer agents appointed in accordance with the Issue Deed. If any person has executed the Issue Deed in the capacity of (in relation to Secured Collateral (as defined below)) custodian (the “**Custodian**”) or (in relation to Unsecured Collateral (as defined below)) collateral custodian (the “**Collateral Custodian**”) the Issuer and the Custodian or the Collateral Custodian, as the case may be, have entered into an agreement (the “**Custody Agreement**” or the “**Collateral Custody Agreement**” respectively, each of which expression shall include any amendments or supplements thereto) in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed. “**Agents**” means the Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian or Collateral Custodian, as applicable, the Calculation Agent, the Selling Agent or any of them and shall include such further or other person or persons as may be appointed from time to time an agent under the Agency Agreement (in the case of Secured Securities, with the prior written approval of the Security Trustee under the Issue Deed). References in these Security Conditions to the Custodian or Collateral Custodian, as applicable, shall include any further or other custodian or collateral custodian as may be appointed from time to time by the Issuer in such capacity and references the “**Sub-Custodian**” are to the person (if any) specified in the Issue Deed as the sub-custodian of the Custodian or Collateral Custodian, as the case may be. If any person has executed

the Issue Deed in the capacity of swap counterparty (the “**Swap Counterparty**”), the Issuer and the Swap Counterparty have by executing the Issue Deed entered into an agreement in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed (such agreement, as supplemented by a confirmation entered into by the Issuer and the Swap Counterparty and dated the Issue Date and, if applicable, the Credit Support Annex (as defined in Security Condition 9.3(c) (*Security*)), the “**Swap Agreement**”, which expression shall include any amendments or supplements thereto). If any person has executed the Issue Deed in the capacity of option counterparty (the “**Option Counterparty**”), the Issuer and the Option Counterparty have by executing the Issue Deed entered into an agreement (such agreement, as supplemented by a confirmation entered into by the Issuer and the Option Counterparty dated the Issue Date, the “**Option Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of repurchase counterparty (the “**Repurchase Counterparty**”), the Issuer and the Repurchase Counterparty have by executing the Issue Deed entered into an agreement (the “**Repurchase Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of credit support provider (the “**Credit Support Provider**” and, together with the Swap Agreement, the confirmation entered into by the Issuer and the Option Counterparty dated the Issue Date, the Option Agreement and/or the Repurchase Agreement are the “**Related Agreement Counterparties**”), the Credit Support Provider has executed a letter of credit, guarantee or other credit support document (the “**Credit Support Document**”, which expression shall include any amendments or supplements thereto and, together with the Swap Agreement, the confirmation entered into by the Issuer and the Option Counterparty dated the Issue Date, the Option Agreement and/or the Repurchase Agreement are the “**Related Agreements**”) in favour of the Issuer in respect of the Securities on the terms set out or summarised in and/or incorporated by reference into the Issue Deed. By executing the Issue Deed the Issuer and the person or persons executing the Issue Deed in the capacity of purchaser (the “**Purchaser**”) have entered into an agreement (the “**Purchase Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed. By executing the Issue Deed the Issuer and the person or persons executing the Issue Deed in the capacity of Security Trustee and, if applicable, as Related Agreement Counterparty(ies) have entered into an agreement (the “**Security Agreement**”, which expression shall include any amendments or supplements thereto) in respect of the Securities on the terms set out in and/or incorporated by reference into the Issue Deed. Each Issue Deed, the Agency Agreement, any Custody Agreement, any Related Agreement, the Purchase Agreement, any Security Agreement, any other security document and/or any other document named as a Transaction Document in respect of a Series (as defined below) are together, the “**Transaction Documents**”.

These Security Conditions apply in relation to the Securities in definitive form as completed, modified and amended by the provisions of the Issue Terms and the other provisions of the Issue Deed. Each reference herein to a specific numbered Security Condition is to such Security Condition as so completed, modified or amended. These Security Conditions include summaries of, and are subject to, the detailed provisions of the Issue Deed. Copies of the Issue Deed and the documents incorporated by reference therein (including the provisions of the Agency Agreement, the Related Agreements (if any) and the Purchase Agreement) are available for inspection during normal office hours at the principal office of Citibank N.A., London Branch specified in the Issue Deed. In relation to any Secured Securities, copies of the Security Agreement and, if applicable, the Additional Security Documents, are available for inspection during normal office hours at the principal office of Citibank N.A., London Branch specified in the Issue Deed. The Securityholders (as defined below), the holders (the “**Couponholders**”) of the interest coupons (the “**Coupons**”) appertaining to the interest bearing Certificates in bearer form and, where applicable in the case of such Certificates, talons for further Coupons (the “**Talons**”) and the holders of the instalment receipts (the “**Receipts**”) appertaining to the payment of principal by instalments are deemed to

have notice of, and shall be bound by, all of the provisions of the Transaction Documents and any other provisions of the Issue Deed of the relevant Series applicable to them.

These Security Conditions apply to Securities in global form as completed, modified and amended by the provisions of the Issue Terms, the other provisions of the Issue Deed and by the provisions of the relevant Temporary Global Security, Permanent Global Security or Global Registered Security.

In respect of interest bearing Certificates, references in these Security Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Certificates, all Instalment Amounts, Cancellation Amounts, Amortised Face Amounts (each as defined in the Issue Deed) and all other amounts in the nature of principal payable pursuant to Security Condition 7 (*Exercise, Purchase and Cancellation*) or any amendment or supplement to it and (ii) “**interest**” shall be deemed to include all Interest Amounts (as defined in Security Condition 4.7 (*Determination and Publication of Interest Rates, Interest Amounts, Cancellation Amounts and Instalment Amounts*)) and all other amounts payable pursuant to Security Condition 4 (*Interest and Other Calculations*).

These Security Conditions apply separately to each series (a “**Series**”) of Securities, being Securities issued by the Issuer on the same date, bearing interest (if any and in the case of Certificates only) on the same basis and at the same rate and on terms identical to other Securities of the same Series and identified as forming a Series, together with any Further Securities issued pursuant to Security Condition 17.1(a) (*Further Issues*) and being consolidated and forming a single series with such Securities.

The Secured Collateral or Unsecured Collateral (if any) will be identified in the Issue Terms. Except where the context otherwise requires, references in these Security Conditions to the “**Secured Collateral**” in respect of Secured Securities includes any Replacement Secured Collateral or Substitute Secured Collateral and references in these Security Conditions the “**Unsecured Collateral**” in respect of Unsecured Securities includes any Replacement Unsecured Collateral or Substitute Unsecured Collateral (each as defined in Security Condition 9.6 (*Replacement and/or Substitution of Secured Collateral or Unsecured Collateral*)) delivered, transferred or assigned to the Issuer in accordance with Security Condition 9.6 and any Purchased Secured Collateral or Fungible Secured Collateral in respect of Secured Securities or Purchased Unsecured Collateral or Fungible Unsecured Collateral in the case of Unsecured Securities (each as defined in Security Condition 10.3 (*Repurchase Agreement*)) delivered to the Issuer pursuant to Security Condition 10.3. The Custodian will hold all Secured Collateral and the Collateral Custodian will hold all Unsecured Collateral. For the avoidance of doubt, all references to the Custodian in these Terms and Conditions shall only be applicable in relation to a Secured Series.

By subscribing to the Securities, or otherwise acquiring the Securities, a holder of Securities expressly acknowledges and accepts that the Issuer (i) is subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the “**Securitisation Law**”) and (ii) has created a specific compartment (the “**Compartment**” (within the meaning of article 62 of the Securitisation Law)) in respect of the Securities to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Securities acknowledges and accepts the subordination waterfall and the priority of payments (if any) included in the issuance documentation relating to the Securities. Furthermore, the holder of Securities acknowledges and accepts that it has only recourse to the assets of the Compartment and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer. The holder of Securities acknowledges and accepts that once all the assets allocated to the Compartment have been realised, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Securities accepts not to attach or otherwise seize the assets of the Issuer allocated to the Compartment or to other compartments of the Issuer or other assets of the Issuer. In particular, no holder of Securities shall be entitled to petition or take any other step for the winding-up or the bankruptcy of the Issuer.

The Securityholders are entitled to the benefit of and are bound by, and are deemed to have notice of, all the provisions of the Security Trust Deed, and are deemed to have notice of all the provisions of the Agency Agreement and any other Transaction Document applicable to them.

All capitalised items which are not defined in the Security Conditions shall have the meanings given to them in the Issue Deed.

1. FORM, UNIT VALUE AND TITLE

1.1 Form and Unit Value

The Securities may be issued in bearer form and serially numbered ("**Bearer Securities**") and, in the case of Certificates issued in bearer form, "**Bearer Certificates**" or in the case of Warrants issued in bearer form, "**Bearer Warrants**") or in registered form ("**Registered Securities**") in each case in unit value (if applicable) of at least EUR 125,000 (one hundred twenty-five thousand euros) and integral multiples of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). If it is stated in the Issue Terms that the form of the Securities is "**Bearer**", such Securities are Bearer Securities. If it is so stated that the form of the Securities is "**Registered**", such Securities are Registered Securities. Unless otherwise stated in the Issue Terms, the form of all of the Securities of a particular Series on issue will be the same.

Interest bearing Bearer Certificates are issued with Coupons (and, where appropriate, a Talon) attached. Any Bearer Certificate, the units of which are redeemed in instalments, may be issued with one or more Receipts attached. In the case of Certificates which do not bear interest, references to interest (other than in relation to interest due after the Exercise Date), Coupons and Talons in these Security Conditions are not applicable.

1.2 Title

All Registered Certificates of the same Series shall have the same unit value. The applicable Issue Deed will specify whether any Registered Securities are to be issued in the form of definitive registered certificates ("**Definitive Registered Securities**") or in the form of global registered certificates ("**Global Registered Securities**" and, together with the Definitive Registered Securities, the "**Registered Securities**").

Title to the Bearer Securities and, in the case of interest bearing Certificates, the Receipts, Coupons and Talons thereof (if any) shall, in compliance with applicable law, pass by delivery. Title to the Registered Securities shall pass by registration in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

Except as ordered by a court of competent jurisdiction or an official authority or as required by law, the holder (as defined below) of any Bearer Security shall be deemed to be and may be treated as the absolute owner of such Bearer Security, and, in the case of a Certificate, Receipt, Coupon or Talon thereof (if any), for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bearer Security, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone and no person will be liable for so treating the holder.

In these Security Conditions, "**Securityholder**" means the bearer of any Bearer Security and (in the case of Certificates) the Receipts relating to it or the person whose name is entered in the Register as the holder of a Registered Security (as the case may be) and "**holder**" (in

relation to a Security and, in the case of a Certificate, also in relation to Receipts, Coupons and Talons) means the bearer of any Security, Receipt, Coupon or Talon or the person whose name is entered in the Register as the holder of a Registered Security (as the case may be).

1.3 Purchase and Trading of Securities

- (a) **Minimum Purchase of Securities:** the number of Securities which may be purchased by a proposed investor must be equal to the Minimum Purchase Amount and integral multiple of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). All Securities of the same Series shall have the same Minimum Purchase Amount.
- (b) **“Minimum Purchase Amount”** means the minimum number of Securities that may be sold to an investor as specified in the applicable Issue Terms, subject to a minimum of EUR125,000 (one hundred twenty-five thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). **Minimum Trading of Securities:** The number of Securities which may be transferred by a Securityholder in a single transaction must be equal to the Minimum Trading Amount and integral multiple of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). All Securities of the same Series shall have the same Minimum Trading Amount.

“Minimum Trading Amount” means, the minimum number of Securities that may be traded in a single transaction as specified in the applicable Issue Terms, subject to a minimum of EUR125,000 (one hundred twenty-five thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date).

2. TRANSFERS OF REGISTERED SECURITIES

2.1 Transfer and Exchange of Registered Securities

Unless otherwise provided in the applicable Issue Deed, the following conditions will apply to each Series of Registered Securities to be sold in compliance with Regulation S under the Securities Act.

One or more Registered Securities may be transferred upon the surrender, at the specified office of the Registrar or any Transfer Agent, of the Definitive Registered Security or Definitive Registered Securities relating to the Registered Securities to be transferred, together with the form of transfer endorsed on such Definitive Registered Security(ies) duly completed and executed and such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Securities represented by one Definitive Registered Security, a new Definitive Registered Security will be issued to the transferee in respect of the part transferred and a further new Definitive Registered Security in respect of the balance of the holding not transferred will be issued to the transferor. In no event may the Registrar or any Transfer Agent register the transfer of a Registered Security or an Definitive Registered Security in violation of the restrictive legend (if any) set forth on the face of such Definitive Registered Security.

Global Registered Securities shall be transferred in the same manner as described above.

2.2 Exercise of Options or Partial Exercise in respect of Registered Securities

In the case of an exercise of an Issuer's or a Securityholder's option in respect of, or an exercise of a part of, a holding of Registered Securities represented by a single Definitive Registered Security, a new Definitive Registered Security shall be issued to the holder in respect of the balance of the holding not subject to the exercise of such option or, as the case may be, to be exercised. New Definitive Registered Securities shall only be issued against surrender of the existing Definitive Registered Securities to the Registrar or any Transfer Agent.

2.3 Delivery of new Definitive Registered Securities

Each new Definitive Registered Security to be issued pursuant to Security Condition 2.1 or 2.2 above will be available for delivery within five business days of surrender of the relevant Definitive Registered Security and, if applicable, receipt of the relevant request for exchange, form of transfer or notice of exercise together with such other evidence (if any) as may be required pursuant to the relevant Security Condition. Delivery of new Definitive Registered Security(ies) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom surrender of such Definitive Registered Security and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, notice of exercise or otherwise in writing, shall be mailed at the risk of the holder entitled to the new Definitive Registered Security to such address as may be so specified. In this Security Condition 2.3 "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar (as the case may be) to whom surrender of such Definitive Registered Note and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made.

2.4 Exchange and transfer free of charge

Exchange and transfer of Definitive Registered Securities on registration or transfer will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment by the relevant Securityholder (or the giving by the relevant Securityholder of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

2.5 Closed periods

No Securityholder may require the transfer of a Registered Security to be registered (a) during the period of 15 calendar days ending on the due date for exercise of, that Security, (b) during the period of 15 calendar days prior to any date on which Securities may be exercised by the Issuer at its option pursuant to Security Condition 7.8 (*Cancellation at the Option of the Issuer*), (c) after any such Security has been drawn for exercise in whole or in part or (d) during the period of seven days ending on (and including) any Record Date (as defined below).

3. STATUS

3.1 Status

The Securities are limited recourse obligations of the Issuer and are Secured or Unsecured (as specified in the Issue Terms), ranking *pari passu* without any preference among themselves, which, in the case of Secured Securities, are secured in the manner described in Security Condition 9 (*Security for the Certificates and Warrants*) and recourse in respect

of which is limited in the manner described in Security Condition 9. The Securities are issued subject to, and will be enforced in Luxembourg, if applicable, in accordance with the provisions of the Securitisation Law (as may be amended from time to time) or any other applicable Luxembourg law.

3.2 Non-applicability

Where no reference is made in the Issue Deed to any Related Agreements, Security Trustee, Custodian or Collateral Custodian, Sub-Custodian or Selling Agent, references in these Security Conditions to any such document or agreement and to any Related Agreement Counterparty, Security Trustee, Custodian or Collateral Custodian, Sub-Custodian or Selling Agent, as the case may be, shall not be applicable.

4. CERTIFICATE INTEREST AND OTHER CALCULATIONS

4.1 Certificate Interest Rate and Accrual

Each interest bearing Certificate bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate specified in the Issue Terms, such interest being payable in arrear on each Interest Payment Date.

Investors should note that, for so long as any Certificate is represented by a Global Bearer Certificate or Global Registered Certificate, as the case may be, held by a Clearing Agent, interest in respect of any Interest Payment Date shall be payable to such persons who are reflected in the records of the relevant Clearing Agent as holders of the Certificate.

Interest will cease to accrue on each Certificate on the due date for repayment unless upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) at the Interest Rate in the manner provided in this Security Condition 4 to the Relevant Date.

4.2 Business Day Convention

If any date referred to in these Security Conditions which is specified in the Issue Terms to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Relevant Business Day, then, if the Business Day Convention specified is (a) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Relevant Business Day and (ii) each subsequent such date shall be the last Relevant Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day, (c) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Relevant Business Day or (d) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Relevant Business Day.

4.3 Interest Rate on Floating Rate Certificates

If the Interest Rate is specified in the Issue Terms as being Floating Rate, then subject to the addition or subtraction of any Margin (which shall have the meaning specified in the relevant Issue Terms) or to any other adjustment provided for in Security Condition 4.5 below, the Interest Rate for each Interest Period will be determined by the Calculation Agent

at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period in accordance with the following:

- (a) (i) If the Primary Source for the Floating Rate is a Page, subject as provided below, the Interest Rate shall be:
 - (ii) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (iii) otherwise the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date.

- (b) If the Primary Source for the Floating Rate is Reference Banks or if Security Condition 4.3(a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if Security Condition 4.3(a)(ii) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to major banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.
- (c) If Security Condition 4.3(b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) which the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Relevant Currency which at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or if the Relevant Currency is euro, in the Euro-zone (the **Principal Financial Centre**) as selected by the Calculation Agent are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (i) to leading banks carrying on business in Europe, or, if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (ii) to leading banks carrying on business in the Principal Financial Centre: except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin or Maximum or Minimum Interest Rate applicable to the preceding Interest Period and to the relevant Interest Period).

4.4 Interest Rate on Zero Coupon Certificates

As from the Exercise Date, the Interest Rate for any overdue principal in respect of a Certificate the Interest Rate of which is specified in the Issue Terms to be Zero Coupon shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Security Condition 7.7 (*Early Cancellation of Zero Coupon Certificates*)).

4.5 **Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Cancellation Amounts, and Rounding**

- (a) If any Margin is specified in the Issue Terms (either (i) generally, or (ii) in relation to one or more Interest Periods), an adjustment shall be made to all Interest Rates, in the case of (i), or the Interest Rates for the specified Interest Periods in the case of (ii), calculated in accordance with Security Condition 4.3 above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to Security Condition 4.5(b).
- (b) If any Maximum or Minimum Interest Rate, Instalment Amount or Cancellation Amount is specified in the Issue Terms, then any Interest Rate, Instalment Amount or Cancellation Amount shall be subject to such maximum or minimum as the case may be. Unless otherwise stated in the applicable Issue Terms the Minimum Interest Rate shall be deemed to be zero.
- (c) For the purposes of any calculations required pursuant to these Security Conditions (unless otherwise specified), (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up) (ii) all figures will be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up) save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, unit means, with respect to any currency other than euro, the lowest amount of such currency which is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

4.6 **Interest Calculations**

The amount of interest payable in respect of any Certificate for any period shall be calculated as the product of:

- (a) the Interest Rate;
- (b) (i) in the case of Certificates which are represented by a Global Bearer Certificate or a Global Registered Certificate (as applicable), such Certificate's *pro rata* share of the aggregate outstanding nominal amount of the Certificates represented by such Global Bearer Certificate or Global Registered Certificate (as applicable) as of the first day of such period; or (ii) in the case of Certificates in definitive form, the Calculation Amount; and
- (c) the applicable Day Count Fraction,

unless an Interest Amount (or a formula for its calculation) is specified in the Issue Deed in respect of such period, in which case the amount of interest payable in respect of such Certificate for such period will equal such Interest Amount (or be calculated in accordance with such formula).

Where the Minimum Tradable Amount of Certificates in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Certificates shall be the product of the Interest Amount (determined in the manner provided above) for the relevant Calculation Amount and the amount by which the relevant Calculation Amount is multiplied to reach the Minimum Tradable Amount, without any further rounding.

4.7 **Determination and Publication of Interest Rates, Interest Amounts, Cancellation Amounts and Instalment Amounts**

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Cancellation Amount or Instalment Amount, obtain any quotation or make any determination or calculation, the Calculation Agent will determine the Interest Rate and calculate the amount of interest payable (the “**Interest Amounts**”) in respect of each Certificate for the relevant Interest Period, calculate the Cancellation Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Cancellation Amount or any Instalment Amount to be notified to the Issuer, the Principal Paying Agent, the Registrar, each of the Paying Agents, the Certificateholders and, for so long as the Certificates are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as reasonably practicable after their determination but in no event later than (a) (except in the case of notices to the Certificateholders) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate, Interest Payment Date and Interest Amount, or (b) in all other cases, the fourth Relevant Business Day after such determination, and in any event not later than the relevant payment date. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made with the prior written consent of the Certificateholders, by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Certificates become due and payable under Security Condition 13 (*Events of Default*), the Interest Rate payable in respect of the Certificates shall nevertheless continue to be calculated as previously in accordance with this Security Condition but no notification of the Interest Rate or the Interest Amount so calculated need be made. The determination of each Interest Rate, Interest Amount, Cancellation Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

4.8 **Definitions**

In these Security Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Benchmark**” means with respect to a Series, any benchmark, interest rate, index or price source, including EURIBOR, LIBOR, LIBID, LIMEAN or such other benchmark as may be specified as the Benchmark in the Issue Terms, which is relevant to (i) a payment on the Securities of such Series by the Issuer; and/or (ii) the Secured Collateral or the Unsecured Collateral.

“**Certificates Currency**” means the currency in which the Certificates are denominated.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the “**Calculation Period**”):

- (a) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (b) if “**Actual/365 (Fixed)**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365;
- (c) if “**Actual/360**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 360;
- (d) if “30/360”, “360/360” or “Certificate Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (e) if “30E/360” or “EuroNote Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (f) if “30E/360 (ISDA)” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the Issue Deed or, if none is so specified, the first day of the Interest Period to which such Interest Determination Date relates.

“**Euro-zone**” means the region comprising the member states of the European Union that adopt the euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended by the Treaty of European Union as amended by the Treaty of Amsterdam.

“**Interest Commencement Date**” means the Issue Date of the Certificates or such other date as may be specified as such in the Issue Deed.

“**Interest Determination Date**” means, with respect to an Interest Rate and Interest Period, the date specified as such in the Issue Deed or, if none is so specified, the first day of such Interest Period if the Relevant Currency is sterling or the day falling two Relevant Business Days in London prior to the first day of such Interest Period if the Relevant Currency is not sterling.

“**Interest Payment Date**” means each date specified as such in the Issue Terms.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first 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.

“Interest Rate” means the rate of interest payable from time to time in respect of this Certificate and which is either specified in, or calculated in accordance with the provisions of, the Issue Terms (after adding or subtracting any Margin or making any other adjustment provided for in Security Condition 4.5 above).

“Page” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuter Monitor Money Rates Service (**“Reuters Screen”**), the Dow Jones Telerate Service (**“Telerate”**) and the Bloomberg service (**“Bloomberg Screen”**)) as may be specified as such in the Issue Terms for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other page as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“Reference Banks” means the institutions specified as such in the Issue Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) which is most closely connected with the Benchmark or, if the Relevant Currency is euro, the Euro-zone.

“Relevant Business Day” means:

- (a) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in each of the financial centres specified for this purpose in the Issue Terms; and
- (b) in the case of a payment in euro, a day on which TARGET 2 is open.

“Relevant Currency” means the currency specified as such in the Issue Terms or if none is specified, the Certificates Currency.

“Relevant Date” means, in respect of any Certificate, Receipt or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Certificateholders in accordance with Security Condition 18 (*Notices*) that, upon further presentation of the Certificate, Receipt or Coupon being made in accordance with the Security Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre specified as such in the Issue Terms or, if none is so specified the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected or if the Relevant Currency is euro, London.

“Relevant Rate” means the Benchmark for a Representative Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Issue Terms or, if none is specified, the local time in the Relevant Financial Centre (or, if the Relevant Financial Centre is the Euro-zone,

Central European Time) at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre.

“Representative Amount” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such in the Issue Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Duration” means with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified as such in the Issue Terms or, if none is specified, a period of time equal to the relevant Interest Period, ignoring any adjustment pursuant to Security Condition 4.2 above.

“Secured Party” means any person for whose benefit the Security Trustee holds the security created in or pursuant to the Series of Securities.

“TARGET 2” means the Trans-European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System.

5. AMERICAN STYLE AND BERMUDAN STYLE EXERCISE RIGHTS

The Issue Terms will indicate whether such Securities have an American Style or Bermudan Style Exercise Right.

5.1 American Style Exercise

If **“American Style Exercise Right”** is specified as applicable in the Issue Terms, a Securityholder has the right to exercise any Security in exchange for a Cash Settlement Amount as provided in this Security Condition 5.1, subject to compliance with applicable fiscal or other laws and regulations and to the applicable provisions of this Security Condition 5. American Style Exercise Rights may be exercised only in respect of a whole number of Securities. Subject to, in the case of Fund Linked Instruments, the independent right of the Issuer and/or the Securityholder separately (as applicable) to make an Asset Settlement Election, any Security may be exercised, at the option of a Securityholder, at any time on or after the Option Commencement Date (as defined in the Issue Terms) and up to the Option Expiration Time on the Option Expiration Date (as defined in the Issue Terms) (but in no event thereafter).

5.2 Bermudan Style Exercise

If **“Bermudan Style Exercise Right”** is specified as applicable in the Issue Terms, a Securityholder has the right to exercise any Security in exchange for a Cash Settlement Amount, as provided in this Security Condition 5.2, subject to compliance with applicable fiscal or other laws and regulations and to the provisions of this Security Condition 5. Bermudan Style Exercise Rights may be exercised only in respect of a whole number of Securities. Subject to, in the case of Fund Linked Securities, the independent right of the Issuer and/or the Securityholder separately to make an Asset Settlement, any Security may be exercised, at the option of a Securityholder, on any Potential Exercise Date (as defined in the Issue Terms).

“Asset Settlement Election” means in respect of Fund Linked Securities, where specified as applicable in the Issue Terms, (i) the exercise of the Issuer's right to deliver Fund Interests to a Securityholder on a Securityholder's exercise of its American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in respect of a Security or (ii) the exercise of a Securityholder's right to receive Fund Interests on the exercise of its American

Style Exercise Right or Bermudan Style Exercise Right (as applicable) in lieu of receipt of payment of the Cash Settlement Amount in respect of such Fund Linked Security, as further described in Security Condition 5.3 below.

“**Cash Settlement Amount**” in respect of the Securities of a relevant Series shall have the meaning given to it in the Issue Terms. In the case of Secured Securities in the event of such cancellation and the security constituted by or created pursuant to the Issue Deed becoming enforceable the Security Trustee shall take such action as is provided in Security Condition 9.8(a) (*Realisation of the Secured Property*) and shall do so if so requested or directed in accordance with the provisions of such Security Condition (subject in each case to its being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with such Security Condition and provided always that the Security Trustee shall not be required to do anything which is contrary to any applicable law).

5.3 **Fund Linked Asset Settlement Alternative**

In respect of Fund Linked Instruments, if Asset Settlement Election is specified as applicable in the Issue Terms, a Securityholder shall be entitled when exercising its Exercise Right to elect to receive Fund Interests. Such Asset Settlement Election shall be specified in the Exercise Notice (as defined below) to be delivered to the Paying Agent, failing which and subject to the Issuer's right to make an Asset Settlement Election (if such right is given to the Issuer), the Issuer shall deliver the Cash Settlement Amount to the Securityholder.

If so specified in the Issue Terms, the Issuer shall (on the instruction of the Option Counterparty) be entitled, in the event that the Securityholder fails to make an Asset Settlement Election (if such right is given to the relevant Securityholder), to elect for the delivery of Fund Interests in lieu of payment of all or some of the Cash Settlement Amount by giving written notice of its election (an “**Asset Settlement Election Notice**”) no later than three Relevant Business Days after the Exercise Date (as defined below), to the address (or, if a fax number is provided, that number) specified for that purpose in the relevant Exercise Notice, with a copy to the Security Trustee, the Calculation Agent and the Paying Agent.

Pursuant to an Asset Settlement Election by either the Issuer or the Securityholder, as the case may be, the Issuer shall deliver the Fund Interests on the date that would have been the Settlement Date but for the Cash Settlement Election.

5.4 **Procedure for Exercise**

- (a) To exercise the American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in respect of any Security, the Securityholder must complete, execute and deposit at his own expense during normal business hours at the specified office of any Paying Agent, a notice of exercise (an “**Exercise Notice**”) in the form (for the time being current) obtainable from the specified office of each Paying Agent, together with any amount (including, in the case of Warrants, the Exercise Price), to be paid by the Securityholder pursuant to this Security Condition 5.

The Exercise Notice shall be deposited together with the relevant Security(ies).

An Exercise Notice must:

- (i) specify the name and address of the relevant Securityholder or its designated agent or such other name and address as directed by the Securityholder;

- (ii) specify the number of Securities that are the subject of the American Style Exercise Right or Bermudan Style Exercise Right (as applicable);
- (iii) in the case of Fund Linked Securities specify Asset Settlement Election, if applicable;
- (iv) specify the account details required for payment of any cash amounts (including, without limitation, any dividends, the Cash Settlement Amount or in the case of Fund Linked Securities, the Disruption Cash Settlement Amount (as defined below));
- (v) specify any account details required for the delivery of any Fund Interests;
- (vi) include an undertaking to pay (A) the relevant Exercise Price(s) in the case of Warrants and (B) all costs and expenses of effecting the delivery of any Fund Interests or the Cash Settlement Amount and any stamp, issue, registration or other similar taxes and duties (if any) arising on exercise in the country in which the Security is deposited for exercise or payable in any jurisdiction to the order of the exercising Securityholder (the “**Exercise Expenses**”); and
- (vii) authorise the production of such Exercise Notice in any applicable administrative or legal proceedings.

In the case of Securities represented by a Global Bearer Security or a Global Registered Security the Exercise Notice must in addition (A) specify the number of Securities that are the subject of the American Style Exercise Right or Bermudan Style Exercise Right (as applicable); (B) specify the number of the account with the relevant Clearing Agent to be debited with the Securities being exercised; and (C) irrevocably instruct and authorise the relevant Clearing Agent to debit on or before the Settlement Date such account with such Securities and authorise the Paying Agent to so direct the relevant Clearing Agent on behalf of the relevant Securityholder;

In addition, if the Securities are in global form, the Exercise Notice must include an authorisation for the relevant Clearing Agent to deduct an amount in respect thereof from any cash amounts referred to in (iv) above and/or to debit a specified account which shall be an account with the Clearing Agent in respect thereof.

“**Clearing Agent**” means Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., or such other clearing system as may be specified in the Issue Terms.

Failure to properly complete and deliver an Exercise Notice may result in such Exercise Notice being treated as null and void. Any determination as to whether such Exercise Notice has been properly completed and delivered as provided in these Security Conditions shall be made, in the case of Securities in definitive form, by the relevant Paying Agent after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Securityholder.

In the case of Securities represented by a Global Bearer Security or a Global Registered Security by the Clearing Agent, any determination as to whether such Exercise Notice has been properly completed and delivered as provided in these Security Conditions shall be made by the Clearing Agent in consultation with the relevant Agent, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Securityholder.

- (b) A Securityholder exercising American Style Exercise Rights or Bermudan Style Exercise Rights (as applicable) will be required to certify in the relevant Exercise Notice (a “**U.S. Certification**”) that such exercise is being made outside of the

United States (as such term is defined in Regulation S of the U.S. Securities Act of 1933 (“**Regulation S**”)) and it, in the case of Fund Linked Instruments, any person for whom it is acquiring any Fund Interests, is not a U.S. person (as such term is defined in Regulation S) and it is not acting as agent for, or on behalf of, a U.S. person.

- (c) As a condition precedent to exercise, the Securityholder must pay to such Paying Agent (or make arrangements satisfactory to the Paying Agent for the payment of) all Exercise Expenses and any Exercise Price(s).
- (d) With respect to an American Style Exercise Rights, the date on which any Security (if in definitive form), together with (in the case of Certificates, where applicable) all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith, and the Exercise Notice relating thereto are deposited with a Paying Agent, or on which the conditions precedent to the exercise are fulfilled, whichever shall be later, shall be the “**Option Exercise Date**” in respect of such Security. The request for exercise shall be deemed to have been made, and accordingly the exercise will become effective at 23.59 hours (London time) on the Option Exercise Date applicable to the relevant Security (and the next London Business Day shall be the “**Exchange Date**” in respect of such Security). An Exercise Notice once delivered shall be irrevocable.
- (e) With respect to a Bermudan Style Exercise Right, if a Security (if in definitive form), together with (in the case of Certificates, where applicable) all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith, and the Exercise Notice relating thereto are deposited with a Paying Agent, after 10.00 a.m., Luxembourg or Brussels time (as appropriate), on any Potential Exercise Date, such Exercise Notice will be deemed to have been delivered on the next Exercise Date (or if such Exercise Date is not an Exercise Business Day, the immediately following Exercise Business Day), which Exercise Date (or if such Exercise Date is not an Exercise Business Day, the immediately following Exercise Business Day) shall be deemed to be the Option Exercise Date.
- (f) The Issuer shall on the tenth Relevant Business Day after the relevant Exchange Date, or as otherwise specified in the Issue Terms (the “**Settlement Date**”), procure that the Cash Settlement Amount be paid or, in the case of Fund Linked Instruments (if applicable) the Fund Interests be delivered on exercise of American Style Exercise Rights or Bermudan Style Exercise Rights (as applicable) to such name as the Securityholder shall direct pursuant to the Exercise Notice and, in the case of Fund Linked Instruments where an Asset Settlement Election is made, that the Fund Interests are transferred to such name as the Securityholder shall direct pursuant to the Exercise Notice and shall procure that duly completed forms of transfer and together with all other documents of title and evidence of ownership and all other documents necessary to transfer or evidence the transfer of such Fund Interests will be despatched by mail, and free of charge (but uninsured and at the risk of the person entitled thereto) to such address, subject to applicable securities laws, as the Securityholder may request (as specified in the relevant Exercise Notice).

The Issuer will exercise a pro rata portion of the Option (as defined in the Option Agreement) by delivery of a pro rata amount of Secured Collateral to the Swap Counterparty. Upon receipt of the Secured Collateral by the Swap Counterparty, the Option Counterparty will deliver the Cash Settlement Amount or (in the event of an Asset Settlement Election in respect of Fund Linked Instruments) the Fund Interests to the Issuer, which shall deliver the Cash Settlement Amount or the Fund Interests, as the case may be, to the Securityholder in exchange for the Securities together with (in the case of Certificates,

where applicable) all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith).

5.5 Disruption Events

Settlement Disruption

In the case of Fund Linked Instruments, subject to the independent right of the Issuer and/or the relevant Securityholder separately to make a Cash Settlement Election (if so specified in the Issue Terms), as applicable and subject as provided below, if, prior to the delivery of the Fund Interests, the Calculation Agent determines that delivery of the Fund Interests is not practicable by reason of a Settlement Disruption Event having occurred and continuing on the due date for delivery then that date shall be postponed to the first following Relevant Business Day in respect of which there is no Settlement Disruption Event. The Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Security Condition 18 (*Notices*) that a Settlement Disruption Event has occurred.

If the delivery of the Fund Interests is not practicable by reason of a Settlement Disruption Event, then in lieu of delivery of the Fund Interests, the Issuer may, on the instruction of the Option Counterparty, elect to satisfy its obligations in respect of the relevant Security by payment to the relevant Securityholder of the Disruption Cash Settlement Amount on the third Relevant Business Day following the date that notice of such election is given to the Securityholder in accordance with Security Condition 18 (*Notices*), notwithstanding any other provision hereof. Provided that the Issuer pays a Disruption Cash Settlement Amount, the failure to deliver the Fund Interests pursuant to Security Condition 5.3 (*Fund Linked Asset Settlement Alternative*) shall in no circumstances constitute an Event of Default under Security Condition 13.

If the Fund Interests are delivered later than the Settlement Date, until delivery of the Fund Interests is made to the Securityholder and all formalities in respect of transfer of ownership of the Fund Interests to the Securityholder are complied with, the Issuer or any person on behalf of the Issuer shall continue to be the legal owner of those assets. None of the Issuer and any such other person shall (i) be under any obligation to deliver or procure delivery to such Securityholder or any subsequent transferee any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such Fund Interests, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such Fund Interests or (iii) be under any liability to such Securityholder or any subsequent transferee in respect of any loss or damage which such Securityholder or subsequent transferee may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such Fund Interests.

Disruption Cash Settlement Amount means the amount equal to the fair market value of the Fund Interests in respect of which delivery is not practicable by reason of a Settlement Disruption Event, less the cost to the Issuer, if applicable, of unwinding any related hedging arrangements, all as determined in the sole and absolute discretion of the Calculation Agent.

Settlement Disruption Event means an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Fund Interests to the Securityholder or to such other person as nominated by the Securityholder in its Exercise Notice to receive any Fund Interests.

6. EXERCISE DETERMINATIONS

6.1 Determination or Calculation by the Calculation Agent

As soon as practicable after the relevant time on each such date as the Calculation Agent may be required to calculate any Cash Settlement Amount or (in the case of Fund Linked Instruments) any physical delivery entitlement in respect of the Securities or other amount or obtain any quotation or make any determination or calculation in respect of the Securities, the Calculation Agent will calculate the relevant amount or entitlement or obtain such quotation or make such determination or calculation, as the case may be, and, if required, notify the relevant amount or entitlement or other determination or calculation to the Issuer, the Security Trustee, if any, the Principal Paying Agent, the Registrar, each of the Paying Agents, the Securityholders and, for so long as the Securities are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as reasonably practicable after their determination but in no event later than the fourth Relevant Business Day after such determination, and in any event not later than the relevant payment date or settlement date in relation to any Cash Settlement Amount or other amount or entitlement. The determination of any Cash Settlement Amount or other such amount or entitlement, the obtaining of a quote and the making of determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

6.2 Relevant Business Days

As used herein, “**Relevant Business Day**” means:

- (a) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in each of the financial centres specified for this purpose in the Issue Terms; and
- (b) in the case of a payment in euro, a day on which TARGET 2 is open; and

“**TARGET 2**” means the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System.

7. EXERCISE, PURCHASE AND CANCELLATION

7.1 Final Exercise

Unless previously exercised or purchased and/or cancelled as provided below, each Security will be deemed exercised automatically on the Final Exercise Date as provided below. The expressions “**exercise**”, “**due exercise**” and related expressions shall be construed to apply to any Securities which are automatically exercised on the Final Exercise Date in accordance with this provision.

In respect of each Security exercised in accordance with this Security Condition 7.1, the Issuer shall pay to the relevant Securityholder the Cash Settlement Amount minus (in the case of Warrants) the Exercise Price for value on the Settlement Date and provided such amount shall not be less than zero.

7.2 Mandatory Cancellation

If the Calculation Agent has determined in a commercially reasonable manner that:

- (a) any of the Secured Collateral or the Unsecured Collateral has become repayable or has become capable of being declared due and repayable prior to its stated date of maturity for whatever reason;

- (b) in the case of Secured Securities there is a payment default in respect of any of the Secured Collateral or the Unsecured Collateral (in the case of Secured Securities whether or not the Secured Collateral forms part of the security for the Securities in accordance with Security Condition 9.3(a) or (b) or Security Condition 9.3(c) (*Security*) applies to the Securities);
- (c) in the case of Secured Securities the issuer of the Secured Collateral (the “**Secured Collateral Issuer**”) or in the case of Unsecured Securities the Issuer of the Unsecured Collateral (the “**Unsecured Collateral Issuer**”) or any guarantor of the Secured Collateral Issuer’s obligations in respect of the Secured Collateral (the “**Secured Collateral Guarantor**”) or any guarantor of the Unsecured Collateral Issuer’s obligations in respect of the Unsecured Collateral (the “**Unsecured Collateral Guarantor**”) fails to perform or observe any of its other obligations under the Secured Collateral or Unsecured Collateral, as applicable and the failure continues after any applicable grace period;
- (d) any order is made by any competent court or resolution is passed for the winding up or dissolution of the Secured Collateral Issuer or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable;
- (e) the Secured Collateral Issuer or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or any of their respective Affiliates ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation or is adjudicated or found bankrupt or insolvent;
- (f) proceedings are initiated against the Secured Collateral Issuer or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or their respective Affiliates under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative receiver or other similar official or an administrative receiver or other similar official is appointed in relation to the Secured Collateral Issuer or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or any of their respective Affiliates, as the case may be, in relation to the whole or any part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or any part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of any of them, which are not discharged within 14 (fourteen) calendar days;
- (g) the Secured Collateral Issuer or the Secured Collateral Guarantor or the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or any of their respective Affiliates initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (h) any other event which would constitute an event of default in relation to the Secured Collateral has taken place (each such event, a “**Trigger Event**”),

all such Secured Collateral or the Unsecured Collateral, applicable, which is the subject of any of the events outlined in (a) to (h) above (the “**Affected Collateral**”) and, if so elected by the Issuer in its sole discretion, all remaining Secured Collateral or Unsecured Collateral or a part thereof only (which may or may not constitute obligations of the same issuer or person as those which have become repayable or in respect of which there has been such a payment default) shall be deemed to have become immediately repayable (together, the “**Repayable Assets**”). The Issuer shall, on the instruction of the Calculation Agent, give not more than 30 (thirty) calendar nor less than 15 (fifteen) calendar days’ notice (unless otherwise specified in the Issue Terms) to the Security Trustee, the Securityholders, each Related Agreement Counterparty and (for as long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) specifying the principal amount of the Repayable Assets, the corresponding number of the Securities to be cancelled and the due date for cancellation and upon expiry of such notice (i) the Issuer shall cancel each Security in whole or, as the case may be, in part on a *pro rata* basis in a proportion of its Cash Settlement Amount equal to the proportion that the outstanding principal amount of the Repayable Assets which are the subject of such notice bears to the outstanding principal amount of the Secured Collateral or Unsecured Collateral immediately prior to the occurrence of the relevant event and (ii) (in the case of Securities secured in the manner described in Security Condition 9.3(a) or 9.3(b) (*Security*)) the security constituted by or created pursuant to the Issue Deed over the Repayable Assets shall become enforceable and (iii) the American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in respect of each Security shall be extinguished in full or in part, as the case may be, with effect from the first date of the occurrence of any Trigger Event (as determined by the Calculation Agent). In respect of interest bearing Certificates, interest shall continue to accrue on the part of the nominal amount of the Certificates which has become due for cancellation until payment thereof has been made (in the case of Secured Certificates, to the order of the Security Trustee) and notice is given in accordance with Security Condition 18 (*Notices*) that such amount is available for payment. Failure to pay any amount which but for a mandatory cancellation under this Security Condition 7 would otherwise have been due shall not constitute an Event of Default under Security Condition 13.

In the event of such cancellation and the security constituted by or created pursuant to the Issue Deed becoming enforceable the Security Trustee (in the case of Secured Securities) may take such action as is provided in Security Condition 9.8(a) (*Realisation of the Secured Property*) and shall do so if so requested or directed in accordance with the provisions of such Security Condition (subject in each case to its being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with such Security Condition and provided always that the Security Trustee (if any) shall not be required to do anything which is contrary to any applicable law).

7.3 Cancellation for taxation and other reasons

If:

- (a) the Issuer, on the occasion of any payment due in respect of the Securities, would be required, as a result of any change in, or amendment to the laws of a relevant jurisdiction, to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, then the Issuer shall so inform the Security Trustee, and shall use all reasonable endeavours to arrange (subject to and in accordance with Security Condition 15.4 (*Substitution*)) the substitution of a company incorporated in another jurisdiction as the principal obligor or (with the prior written consent of, if applicable, each Related Agreement

Counterparty) to change its residence for taxation purposes or, to the extent permitted by law, change its domicile to another jurisdiction approved beforehand in writing by, if applicable, each Related Agreement Counterparty and if it is unable to arrange such substitution or change, or if it is unable to do so in a tax efficient manner, before the relevant payment is due in respect of the Securities; and/or

- (b) the Credit Support Document is terminated prior to the Final Exercise Date for any reason; and/or
- (c) the Swap Agreement is terminated in accordance with its terms prior to the Swap Agreement Termination Date; and/or
- (d) the Option Agreement is terminated in accordance with its terms prior to the Option Agreement Termination Date; and/or
- (e) the Repurchase Agreement is terminated as a result of a failure by the Repurchase Counterparty to make payments due to the Issuer under the Repurchase Agreement, or to deliver Purchased Secured Collateral or Fungible Secured Collateral or Purchased Unsecured Collateral or Fungible Unsecured Collateral, as applicable, to the Issuer when required under the Repurchase Agreement,

then the Issuer shall (on the instruction of the Swap Counterparty (if any) in respect of (a) above) forthwith give not more than 30 (thirty) nor less than 15 (fifteen) calendar days' notice (unless otherwise specified in the Issue Deed) to the Security Trustee, if any, the Securityholders, any Related Agreement Counterparties and (for as long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be), and upon expiry of such notice the Issuer shall cancel all but not some only of the Securities at their Cash Settlement Amount and in the case of Secured Securities, the security constituted by or created pursuant to the Issue Deed shall become enforceable (if the same shall not already have become enforceable in accordance with these Security Conditions). In respect of interest bearing Certificates, interest shall continue to accrue on the part of the nominal amount of Certificates which has become due for cancellation until payment thereof has been made (to the Security Trustee in the case of Secured Certificates) and notice is given in accordance with Security Condition 18 (Notices) that such amount is available for payment. Failure to pay any amount which, but for a mandatory cancellation under this Security Condition 7.3, would otherwise have been due in respect of the Certificates or any interest thereon shall not constitute an Event of Default under Security Condition 13.

Notwithstanding the foregoing, if any of the taxes referred to in Security Condition 7.3(a) above arises (i) by reason of any Securityholder's connection with the jurisdiction of incorporation of the Issuer otherwise than by reason only of the holding of any Security or receiving or being entitled to any Cash Settlement Amount or, in the case of interest bearing Certificates, interest in respect thereof; or (ii) by reason of the failure by the relevant Securityholder to comply with any applicable procedures required to establish non-residence or other similar claims for exemption from such tax, then to the extent it is able to do so, the Issuer shall deduct such taxes from the amounts payable to such Securityholder, all other Securityholders shall receive the due amounts payable to them and the Issuer shall not be required by reason of such deduction to endeavour to arrange any substitution, or to cancel the Securities, pursuant to this Security Condition 7.3. Any such deduction shall not be an Event of Default under Security Condition 13.

In the event of such cancellation and, in the case of Secured Securities, the security constituted by the Issue Deed becoming enforceable, the Security Trustee may take such action as is provided in Security Condition 9.8(a) (*Realisation of the Secured Property*) and if so requested or directed in accordance with the provisions of such Security Condition (subject in each case to its being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with such Security Condition and provided that the Security Trustee shall not be required to do anything which is contrary to applicable law).

7.4 **Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex**

In the case of Secured Securities only if Security Condition 8.3(c) applies to the Securities and an Adverse Tax Event (as defined in the Issue Terms) has occurred and is continuing the Issuer may give to the Security Trustee, the Securityholders and (for as long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) not less than five business days' notice (in accordance with Security Condition 18) of such event and shall on the expiry of such Notice (the "**Adverse Tax Event Cancellation Date**") cancel all (but not some only) of the Securities at their Cash Settlement Amount (and the security constituted by or created pursuant to the Issue Deed shall become enforceable), provided that:

- (a) If the Adverse Tax Event shall result in any reduction in any payment received or receivable by the Issuer in respect of or referable to interest on the Secured Collateral (whether upon payment of such interest or as a result of a reduction in the aggregate amount received by the Issuer upon the sale of the Secured Collateral), the interest payable in respect of the Securities on such Adverse Tax Event Cancellation Date shall be reduced *pro rata*; and
- (b) If the Adverse Tax Event shall result in any reduction in any payment received or receivable by the Issuer in respect of or referable to principal of the Secured Collateral, the amount payable in respect of the Securities on such Adverse Tax Event Cancellation Date shall be reduced *pro rata*.

Any reduction in any amount payable in respect of the Securities on the Adverse Tax Event Cancellation Date shall be determined by the person specified for this purpose in the Issue Terms, acting as calculation agent under the Swap Agreement, and such determination shall be binding on the Issuer, the Security Trustee, the Principal Paying Agent, the Securityholders and all other persons in the absence of manifest error. No liability shall attach to the person acting in such capacity.

In this Security Condition 6.4, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London and/or in such other cities as may be specified in the relevant notice.

7.5 **Cancellation following an Administrator/Benchmark Event**

- (a) If "Benchmark Cancellation Event" is specified as applicable in the Issue Terms in respect of the relevant Series, upon the occurrence of an Administrator/Benchmark Event on or after the Issue Date, the Calculation Agent may, in its sole and absolute discretion:
 - (i) make adjustments in respect of the affected Benchmark in such manner as it may determine appropriate to account for the relevant event or circumstances

including, without limitation, selecting one or more successor Benchmark or making any other change or adjustment to the Security Conditions and any provisions of the Transaction Documents including to reflect any increased costs incurred by the Issuer and/or the Swap Counterparty in connection with providing exposure to the successor benchmark; or

- (ii) if the Calculation Agent has not made an adjustment in accordance with paragraph (i) above, deem such event to constitute a Benchmark Cancellation Event,

then the Calculation Agent shall give notice to the Issuer, each Related Agreement Counterparty, the Agents and the Security Trustee (if any) of any determination or adjustment made pursuant to this Security Condition 7.5(a). If such notice relates to an adjustment to be made pursuant to Security Condition 7.5(a)(i), then the notice (a "**Benchmark Adjustment Notice**") shall include details of each change to be made to the Securities and the Transaction Documents and describe the nature of the changes.

- (b) The Issuer, having received the Benchmark Adjustment Notice shall without the consent of Securityholders or the Couponholders (if any), make such changes and/or adjustments as may be directed by the Calculation Agent and give notice of the same to the Securityholders and the Couponholders (if any) and the Security Trustee (if any) shall agree, without the consent of the Securityholders or the Couponholders (if any), to such changes and/or adjustments as the Issuer may be directed by the Calculation Agent to make including any modification or waiver of any of the Security Conditions or any of the provisions of the Transaction Documents and the Security Trustee shall sign such documents as may be required to give effect to such amendments. The Security Trustee shall not be required to act upon any instruction from the Issuer as directed by the Calculation Agent, where it considers, in its reasonable opinion, that the changes to the Transaction Documents pursuant to the Benchmark Adjustment Notice would conflict with its ability to protect or preserve its own rights under any or all of the Transaction Documents or result in it incurring additional liabilities or obligations. The Security Trustee shall not be required to act upon any instruction from the Issuer as directed by the Calculation Agent, where it considers, in its reasonable opinion, that the changes to the Transaction Documents pursuant to the Benchmark Adjustment Notice would conflict with its ability to protect or preserve its own rights under any or all of the Transaction Documents or result in it incurring additional liabilities or obligations.
- (c) Any modification, authorisation or waiver as is made or given under Security Condition 7.5(b) above shall be binding on the Securityholders and the Couponholders (if any) and such modification shall be notified by the Issuer to the Securityholders as soon as is practicable. The Security Trustee shall not be required to review the content of any notices given in connection with this Security Condition 7.5 or make any determinations pursuant to Security Condition 15.2 and can rely on any notice and/or determination by the Calculation Agent without further enquiry or any liability whatsoever.
- (d) If the Calculation Agent deems such Administrator/Benchmark Event to constitute a Benchmark Cancellation Event in accordance with Security Condition 7.5(a)(ii) above, the Issuer shall, as soon as is practicable after becoming aware of the occurrence of a Benchmark Cancellation Event (and, in any case, within two Business Days of becoming aware (or such other period as may be specified in the applicable Issue Terms) give not less than 10 (ten) nor more than 30 (thirty) calendar days' notice of the early cancellation of the Securities to Securityholders and Couponholders (if any) in accordance with Security Condition 18, the Swap

Counterparty (if applicable) and, for as long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and/or admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) and the rules of such stock exchange so require, such stock exchange (which notice shall be irrevocable). On expiry of such notice, the Issuer shall cancel all, but not some only, of the Securities on the Benchmark Cancellation Date (the "**Benchmark Cancellation Date**") specified in such notice, each Security of a nominal amount equal to the unit value being cancelled or such other amount as may be specified in the applicable Issue Terms. In such circumstances, the provisions of Security Condition 9.8 shall apply.

For the purposes of this Security Condition 7.5:

"Administrator/Benchmark Event" means, in relation to any Regulated Benchmark, the occurrence of a Benchmark Modification, a Cessation Event or a Non-Representativeness Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event.

"Benchmark Modification", "Non-Representativeness Event" or "Cessation Event" means, in respect of the Regulated Benchmark:

- (i) any material change in such Regulated Benchmark;
- (ii) the relevant competent authority or other relevant official body announces that it no longer considers the Regulated Benchmark to be representative of the underlying market; or
- (iii) the permanent cancellation or cessation in the provision of such Regulated Benchmark.

"BMR" means the EU Benchmark Regulation (Regulation (EU) 2016/1011).

"Non-Approval Event" means, in respect of the Regulated Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Regulated Benchmark or the administrator of the Regulated Benchmark is not obtained;
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register; or
- (iii) the Regulated Benchmark or the administrator of the Regulated Benchmark does not fulfil any legal or regulatory requirement applicable to the Issuer, the Calculation Agent or the Regulated Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Securities. For the avoidance of doubt, a Non-Approval Event shall not occur if the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended if, at the time of such suspension, the continued provision and use of the Regulated Benchmark is permitted in respect of the Securities under the applicable law or regulation during the period of such suspension.

"Regulated Benchmark" means any figure which is a benchmark as defined in BMR and where any amount payable under the Securities, or the value of the Securities, is determined by reference to such figure, all as determined by the Calculation Agent.

"Rejection Event" means, in respect of the Regulated Benchmark, the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Securities.

"Suspension/Withdrawal Event" means, in respect of the Regulated Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark which is required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Securities; or
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is removed from any official register where inclusion in such register is required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Securities.

7.6 Purchases

Unless otherwise provided in the Issue Terms, and subject to receipt by the Issuer of an amount (whether by sale of the Secured Collateral or Unsecured Collateral, as applicable, (or in the case of a purchase of some only of the Securities, a proportion of the Secured Collateral or Unsecured Collateral, as applicable, corresponding to the proportion of the Securities to be purchased) or otherwise) which, plus or minus any termination payment payable to or by the Issuer from or to the Swap Counterparty and/or the Option Counterparty on the termination (or as the case may be partial termination) of the Swap Agreement and/or the Option Agreement, as the case may be, is sufficient to fund the purchase price payable by the Issuer, the Issuer may purchase Securities in the open market or otherwise at any price.

7.7 Early Cancellation of Zero Coupon Certificates

- (a) The Cancellation Amount payable in respect of any Certificate which is specified in the Issue Terms as a Zero Coupon Certificate (a **"Zero Coupon Certificate"**), the Cancellation Amount of which is not linked to an index and/or a formula, upon cancellation of such Zero Coupon Certificate pursuant to Security Condition 7.2, (*Mandatory Cancellation*), 7.3 (*Cancellation for taxation and other reasons*) or 7.4 (*Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex*) or upon it becoming due and payable as provided in Note Condition 13 (*Events of Default*), shall be the Amortised Face Amount of such Zero Coupon Certificate (calculated by the Calculation Agent as provided below).
- (b) Subject to the provisions of Security Condition 7.7(c) below, the **"Amortised Face Amount"** of any Zero Coupon Certificate shall be the scheduled Cancellation Amount of such Zero Coupon Certificate on the Final Exercise Date discounted at a rate per annum (expressed as a percentage) equal to the yield (the **"Amortisation**

Yield”) specified as the Amortisation Yield in the Issue Terms (or, if none is so specified, the Amortisation Yield, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Certificates if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year it shall be made on the basis of the Day Count Fraction shown in the Issue Terms.

- (c) If the Cancellation Amount payable in respect of any such Certificate upon its cancellation pursuant to Certificate Condition 7.2, 7.3, 7.4 or 7.5 or upon it becoming due and payable as provided in Certificate Condition 13 is not paid when due, the Cancellation Amount due and payable in respect of such Certificate shall be the Amortised Face Amount of such Certificate as defined in Certificate Condition 7.7(b) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Certificate becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made (both before and after judgment) until the Relevant Date unless the Relevant Date falls on or after the Final Exercise Date, in which case the amount due and payable shall be the scheduled Cancellation Amount of such Certificate on the Final Exercise Date together with any interest which may accrue in accordance with Security Condition 4.3.

7.8 Cancellation at the Option of the Issuer

- (a) The Issuer may, on the instruction of the Option Counterparty, having given not less than 20 (twenty) calendar days nor more than 30 (thirty) calendar days’ notice to the Securityholders in accordance with Security Condition 18 (which notice shall be irrevocable and shall specify the applicable Issuer Optional Cancellation Date fixed for cancellation), cancel all, but not some only, of the Securities then outstanding at (i) their Nominal Amount or (ii) such other Cancellation Amount as may be specified in the Issue Terms.

“Issuer Optional Cancellation Date” means any date falling within the Issuer Option Cancellation Period.

- (b) The Issuer may (on the instruction of the Programme Calculation Agent or any party specified in the Issue Terms (the **“Regulatory Cancellation Counterparty”**)), upon such notice as specified in the Issue Terms, cancel all, but not some only of the Securities then outstanding at the current market value of the Securities, as determined by the Calculation Agent in its sole and absolute discretion, if due to an event or circumstance (which shall include, without limitation, an enactment of, or supplement or amendment to, or a change in, law, regulation or policy (including, for the avoidance of doubt, in respect of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Market Infrastructure Regulation or the Alternative Investment Fund Managers Directive) or the official interpretation or application of any such law, regulation or policy) there is a change or prospective change in the accounting, tax, legal or regulatory treatment applicable to the Issuer, the Programme Calculation Agent or the Securities or any hedging transaction of the Issuer or the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Cancellation Counterparty, in respect of the Securities (including, without limitation, any derivative transaction entered into by the Issuer, the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Cancellation Counterparty with a third party with respect to the Securities) that would have an adverse effect on the Programme Calculation Agent’s or the Issuer’s position in respect of the Securities or the position of the Programme Calculation Agent, the Issuer, any affiliate of the

Programme Calculation Agent or the Regulatory Cancellation Counterparty or any other counterparty in respect of any such hedging transaction, in each case as determined by the Programme Calculation Agent or, as the case may be, the Regulatory Cancellation Counterparty in its sole and absolute discretion.

- (c) The Issuer may (on the instruction of the Programme Calculation Agent), upon not less than 5 (five) calendar days' notice, (i) cancel any Securities then outstanding (including some only of the Securities in respect of the relevant Series) at the current market value of such Securities or (ii) require any Securityholder to transfer its Securities within such period as may be specified in such notice or, following the expiry of such notice, cause such Securities to be transferred on behalf of the Securityholder, in each case if there has been a transfer of the Securities in breach of any applicable restrictions on the sale or transfer of such Securities (including any restrictions, rules and/or regulations which are applicable to the sale of securities to US Persons (as defined in Regulation S under the Securities Act or as defined in the final risk retention rules promulgated under Section 15G of the United States Securities Exchange Act of 1934, as amended (the "**Securities Exchange Act**")), to any person other than Non-United States Persons (as defined by the United States Commodity Futures Trading Commission (the "**CFTC**")) or if such transfer has caused, or would cause, the Issuer to be required to register the Securities or itself with a regulatory body in any jurisdiction, which registration would not otherwise have been required.

If so provided in the Issue Terms in any other circumstances than those described in Security Conditions 7.8(a), 7.8(b) and 7.8(c) above, the Issuer may, on giving irrevocable notice to the Securityholders, the Security Trustee, if any, and (for as long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) falling within the Issuer's Option Period (as specified in the Issue Terms), cancel any Issuer's option in relation to all or, if so provided, some of the Securities in the number or integral multiples thereof and on the Issuer's Optional Cancellation Date or Dates so provided. Any such cancellation of Securities shall be at their relevant Nominal Amount or such other Cancellation Amount, together with interest accrued (in the case of Certificates) to the date fixed for cancellation, or as otherwise specified in the Issue Terms.

All Securities in respect of which any such notice is given shall be cancelled, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Security Condition.

Where Securities are to be cancelled in part under this Security Condition 6 or the Issuer's option is to be exercised in respect of some only of the Securities, the Securities to be cancelled or in respect of which such option is exercised will be selected individually by lot, in such place as the Issuer shall approve and in such manner as the Issuer shall deem to be appropriate and fair, not more than 60 (sixty) calendar days prior to the date fixed for cancellation.

In connection with the exercise of a partial cancellation contained in this Security Condition 6, the Securities represented by the Global Bearer Security or Global Registered Security may be cancelled in part in the unit number specified by the Issuer or the Securityholders, as applicable, in accordance with the Security Conditions and the partial cancellation of the Securities shall be effected pro rata in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and

Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

7.9 Cancellation by Instalments

If it is stated in the Issue Terms that the Certificates are “**Instalment Certificates**”, then unless previously exercised, purchased and cancelled as provided in this Security Condition 7, each Certificate will be partially cancelled on each Instalment Date specified in the Issue Terms at the respective Instalment Amount so specified, whereupon the outstanding principal amount of such Certificate shall be reduced for all purposes by the Instalment Amount.

7.10 Cancellation

All Securities purchased by or on behalf of the Issuer, exercised or cancelled must be surrendered for cancellation by surrendering the Security representing such Securities together with (in the case of Certificates, where applicable) all unmatured Receipts and Coupons and all unexchanged Talons to, or to the order of, the Principal Paying Agent or to the Registrar in the case of Registered Securities) and in each case, when so surrendered, will, together with all Securities cancelled by the Issuer, be cancelled forthwith (together with, in the case of Certificates, where applicable, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Securities so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Securities shall be discharged. The Issuer undertakes to (a) either promptly inform or (b) procure that the Principal Paying Agent or the Registrar, as the case may be, promptly informs (on its behalf) the relevant stock exchange or other relevant authority of any cancellation of listed Securities.

8. PAYMENTS AND TALONS

8.1 Bearer Securities

Payments in respect of the Bearer Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Certificates where Instalment Amounts apply other than on the due date for cancellation and provided that the Receipt is presented for payment together with its relative Certificate) or (in the case of all other payments or cancellation amounts) the relevant Bearer Securities or (in the case of Certificates which bear interest, save as specified in Security Condition 8.5(f)) the relevant Coupons, as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency; provided that in the case of euro, the transfer may be to a euro account with a bank in the Euro-zone.

8.2 Payment on Definitive Registered Securities

Payments in respect of Securities will be made against presentation and surrender of the relevant Definitive Registered Securities at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided below.

Payments of Interest (which for the purpose of this Security Condition 8.2 shall include all Instalment Amounts other than the final Instalment Amount) on Registered Certificates will be paid to the person shown on the Register (or, if more than one person is so shown, to the first named person) at the close of business on the day falling 1 (one) day prior to the due date for payment thereof (the “**Record Date**”).

Payments of any amounts on each Security will be made in the currency in which such payments are due by transfer to an account in the Relevant Currency maintained by, the payee with a bank in the principal financial centre of a country of that currency or in the case of a payment in euro, by credit or transfer to a Euro account (or any account to which Euro may be credited or transferred) specified by the payee.

8.3 **Payments subject to law, etc.**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, (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 any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code ("**871(m) Withholding**").

In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Securities, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law. Other than as provided herein no commission or expenses shall be charged to the Securityholders in respect of such payments.

The Issuer shall not be liable as a result for, or otherwise obliged to pay, any additional amount to any of the Securityholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted in accordance with this Security Condition 8.3.

8.4 **Appointment of Agents**

The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer reserves the right at any time to vary or terminate the appointment of any of the Principal Paying Agents and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer will at all times maintain (a) an Agent, (b) a Registrar in relation to Registered Securities, (c) a Transfer Agent in relation to Registered Securities, (d) a Calculation Agent where the Issue Terms so require one, (e) a Paying Agent and (f) a Custodian or Collateral Custodian, as applicable, where the Issue Terms so requires and (g) a Selling Agent where the Issue Terms so requires. For so long as the Securities are listed on any other stock exchange, there will at all times be a Transfer Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange.

Notice of any such change or any change of any specified office will promptly be given to the Securityholders in accordance with Security Condition 17.

8.5 **Unmatured Coupons and Receipts and unexchanged Talons for Certificates**

- (a) Unless the Certificates provide that the relative Coupons are to become void upon the due date for cancellation of those Bearer Certificates, Certificates should be surrendered for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Cancellation Amount due for payment. Any amount so deducted will be paid in the manner mentioned above

against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Security Condition 12).

- (b) If the relative Certificates so provide, upon the due date for cancellation of any Bearer Certificate, unmatured Coupons relating to such Certificate (whether or not attached) shall become void and no payment shall be made in respect of them.
- (c) Upon the due date for cancellation of any Bearer Certificate, any Talon relating to such Certificate (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (d) Upon the due date for cancellation in full of any Bearer Certificate which is redeemable in instalments, all Receipts relating to such Certificate having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (e) Where any Bearer Certificate which provides that the relevant Coupons are to become void upon the due date for cancellation of those Certificates is presented for cancellation without all unmatured Coupons, and where any Bearer Certificate is presented for cancellation without any unexchanged Talon relating to it, cancellation shall be made only against the provision of such indemnity as the Issuer may require.
- (f) If the due date for cancellation of any Certificate is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Certificate or Definitive Registered Certificate representing it, as the case may be. Interest accrued on a Certificate which only bears interest after its Final Exercise Date shall be payable on cancellation of such Certificate against presentation of the relevant Certificate or Definitive Registered Certificate representing it, as the case may be.

8.6 Talons for Certificates

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Certificate, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or such other Paying Agent as is notified to the Certificateholders in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons which have become void pursuant to Security Condition 12).

8.7 Non-Business Days

If any date for payment in respect of any Security (and in the case of Certificates, where applicable), Receipt or Coupon, is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this Security Condition “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation and in such jurisdictions as shall be specified as “Business Day Jurisdictions” in the Issue Terms and:

- (a) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the Relevant Currency, on

which foreign exchange transactions may be carried on in the Relevant Currency in the principal financial centre of the country of such currency; or

- (b) (in the case of a payment in euro) a day on which TARGET 2 is open.

9. SECURITY FOR THE CERTIFICATES AND WARRANTS

9.1 Secured Collateral or Unsecured Collateral

Unless otherwise specified in the Issue Terms, the Purchaser will pursuant to the Purchase Agreement procure that the Secured Collateral or Unsecured Collateral, as applicable, is delivered to the Custodian or Collateral Custodian (as applicable) on the Issue Date or within the period thereafter specified in the Issue Terms and, with effect from such delivery, the Secured Collateral will be held by the Custodian (or, if so specified in the Issue Terms, the Sub-Custodian), on behalf of the Issuer, subject to the security, in the case of Secured Securities, created by or pursuant to the Issue Deed and to the conditions set out in the Securitisation Law.

If the Secured Collateral is to be delivered by the Purchaser after the Issue Date, until such delivery the Securities will not be secured on the Secured Collateral but only on the right to receive such Secured Collateral from the Purchaser.

The Unsecured Collateral will be held by the Collateral Custodian.

9.2 Secured Property or Compartment Property

The Securitisation Law provides that the Secured Property or Compartment Property (and the proceeds thereof) specified in the relevant Issue Terms will be available solely to meet the claims of the specified Securityholders and other creditors relating to the same Series.

9.3 Security

- (a) If it is stated in the Issue Terms that the Securities are Secured Securities and that the security for the Securities is “Secured Collateral charged to Security Trustee”, the Issuer has in the Issue Deed created the following security:
- (i) (A) a first fixed charge and/or assignment by way of first fixed charge in favour of the Security Trustee of the Secured Collateral and all of the Issuer’s rights, title, interest and benefit, present and future, in respect of and sums derived from the Secured Collateral (including, without limitation, any proceeds of the sale thereof); and (B) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of all of the Issuer’s rights, title, interest and benefit, present and future, in respect of the Secured Collateral;
 - (ii) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of all of the Issuer’s rights, title and interest, present and future, in, to and under each relevant Related Agreement and any sums of money, securities or other property received or receivable by the Issuer thereunder;
 - (iii) a first fixed charge in favour of the Security Trustee over (A) the Issuer’s rights, title, interest and benefit, present and future, in, to and under all sums held by the Principal Paying Agent and/or any Paying Agent and/or the Custodian and/or the Registrar to meet payments due in respect of the Securities; (B) any sums of money, securities or other property received or

receivable by the Issuer under any relevant Related Agreement and (C) all of the Issuer's rights, title, interest and benefit, present and future, as against the Custodian in respect of any sum standing to the credit of the Relevant Cash Account (as defined in Security Condition 8.6);

- (iv) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of all of the Issuer's rights, title and interest, present and future, in, to and under the Agency Agreement, the Custody Agreement and all sums derived therefrom in respect of the Securities; and
 - (v) (A) an assignment (or to the extent an assignment is not possible, a charge) by way of first fixed charge in favour of the Security Trustee of the Issuer's rights, title and interest, present and future, in, to and under the Purchase Agreement and any sums received or receivable by the Issuer thereunder and (B) a first fixed charge in favour of the Security Trustee of any sums received or receivable by the Issuer under the Purchase Agreement.
- (b) If it is stated in the Issue Terms that the Securities are Secured Securities and that the security for the Securities is "Secured Collateral charged to Security Trustee; additional foreign law security", the Issuer has in the Issue Deed created the security specified in Security Condition 9.3(a) above and has in addition, and without prejudice to the security specified in Security Condition 9.3(a)(i), executed in favour of the Security Trustee the pledge or security or other agreement or document specified in the Issue Terms (each an "**Additional Security Document**").
- (c) If it is stated in the Issue Terms that the Securities are Secured Securities and that the security for the Securities is "Secured Collateral delivered to the Swap Counterparty under Credit Support Annex", the Issuer has in the Issue Deed created the security specified in Security Conditions 9.3(a)(ii) to (iv) above and will on the Issue Date pursuant to the Credit Support Annex (as defined in the Issue Terms) transfer the Secured Collateral to the Swap Counterparty free and clear of any liens, claims, charges or encumbrances or any other interest of any third party. Following such transfer, the Issuer will not have any right, title or interest in or to the Secured Collateral but the Swap Counterparty will pay to the Issuer amounts equal to all payments and interest received on the Secured Collateral ("**Distributions**").

In these Security Conditions and in the Issue Deed, in the case of Secured Securities, the "**Secured Property**" means, in relation to any Series of Securities, the Secured Collateral (unless it is stated in the Issue Terms that Security Condition 9.3(c) above applies) and the other property, assets and/or rights of the Issuer which have been charged, assigned, pledged and/or otherwise made subject to the security created by the Issuer in favour of the Security Trustee pursuant to the Issue Deed and/or any Additional Security Document.

Where Security Condition 9.3(c) above applies, the security for the Securities will not include any pledge or other security interest in or over the Secured Collateral or of any of the Issuer's rights in respect of, or sums derived from, the Secured Collateral. For the avoidance of doubt, the Secured Collateral will not form part of the Secured Property in relation to the Instruments.

In the case of Unsecured Securities the "**Compartment Assets**" shall mean the Unsecured Collateral and the other property, assets and/or rights of the Issuer which are held in the relevant Compartment for the benefit of investors in or creditors of such Compartment in accordance with the terms of the Securitisation Law.

9.4 General provisions relating to security (if applicable)

In the case of Secured Securities and unless otherwise specified in the Issue Terms, the security constituted or created pursuant to the Issue Deed and any Additional Security Document will be granted to the Security Trustee for itself and for the other Secured Parties (as specified in the Issue Deed) as continuing security (a) for the payment of all sums due to the Security Trustee any appointee or any receiver under the Issue Deed and/or any Additional Security Document or due under the Securities, (b) for the performance of the Issuer's obligations under the Swap Agreement, (c) for the performance of the Issuer's obligations under the Option Agreement, (d) for the payment of all sums payable to the Custodian including any reimbursement in respect of payments made to the Swap Counterparty by the Custodian relating to sums receivable on or in respect of the Secured Collateral pursuant to any provision of the Agency Agreement which requires the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) the Custodian for any payment made by the Custodian to the Swap Counterparty relating to sums receivable on or in respect of the Secured Collateral before actual payment to the Custodian of the amount receivable on or in respect of the Secured Collateral and (e) for the payment of all sums payable to the Agents or the Registrar pursuant to any provision of the Agency Agreement including the provisions which require the Issuer to reimburse (and to pay interest on the amount reimbursed as provided in the Agency Agreement) the Principal Paying Agent or the Registrar for any amount paid out by the Principal Paying Agent or the Registrar, as the case may be, to the holders of Securities, before receipt of the corresponding amount due from the Issuer.

Unless otherwise specified in the Issue Terms, the security constituted by or created pursuant to the Issue Deed and any Additional Security Document shall become enforceable (i) in the circumstances specified in Security Condition 7.2 (*Mandatory Cancellation*), 7.3 (*Cancellation for taxation and other reasons*), 7.4 (*Adverse Tax Event following delivery of Secured Collateral to Swap Counterparty under Credit Support Annex*), 7.5 (*Cancellation following an Administrator/Benchmark Event*), (ii) upon the occurrence of an Event of Default, (iii) on the Swap Agreement Termination Date (as defined in Security Condition 10.1 (*Swap Agreement*)) if sums remain owing to the Swap Counterparty under the Swap Agreement and (iv) on the Option Agreement Termination Date (as defined in Security Condition 10.2 (*Option Agreement*)) if sums remain owing to the Option Counterparty under the Option Agreement. Should the security become enforceable, the amounts due to the Securityholders in respect of any Series and any Swap Counterparty and any Option Counterparty shall be limited to the net proceeds of realisation of the Secured Property in relation to the Series and subject to the provisions of this Security Condition 9 as to application of such net proceeds and to the provisions of Condition 14 (*Enforcement*).

In the case of both Secured Securities and Unsecured Securities and unless the Securities are secured as described in Security Condition 9.3(c) (*Security*) or it is otherwise specified in the Issue Terms, the Secured Collateral or the Unsecured Collateral, as the case may be, will be held by the Custodian and/or Collateral Custodian, as the case may be, (which expression shall include any additional or other Custodians from time to time appointed) and/or Collateral Custodian, as the case may be, on behalf of the Issuer on and subject to the terms and conditions of the Agency Agreement and, where applicable, subject to the security referred to in Security Condition 9.3(a) or (b) (*Security*). The Issuer reserves the right at any time to change the Custodian and/or Collateral (as applicable). Notice of such change shall be given to the Securityholders in accordance with Security Condition 18 (*Notices*). If it is specified in the Issue Terms that there is a Sub-Custodian in relation to the Secured Collateral or the Unsecured Collateral, as the case may be, such Sub-Custodian (which expression shall include any additional or other Sub-Custodians from time to time appointed) shall hold the Secured Collateral or the Unsecured Collateral, as the case may be, on behalf of the Custodian and/or Collateral Custodian (as applicable), on and subject to the terms of an agreement (the "**Sub-Custody Agreement**", which expression shall include

any amendments or supplements thereto) between the Sub-Custodian and the Custodian and/or Collateral Custodian (as applicable) and/or such other persons as shall be specified in the Issue Terms.

In the case of Secured Securities the Issue Deed provides that the Security Trustee shall not be bound or concerned to make any investigation into, or be responsible for:

- (a) the creditworthiness of the Secured Collateral or any obligor or guarantor in respect of the Secured Collateral or of any Related Agreement Counterparties or other person which is a party to any other agreement or document constituting or evidencing any of the Secured Collateral or the Secured Property; or
- (b) the validity or enforceability of the obligations of any such person as is referred to in subparagraph (a) above or of the security constituted by or pursuant to the Issue Deed; or
- (c) whether the cashflows relating to the Secured Collateral and/or the Secured Property and the Securities are matched.

In the case of both Secured Securities and Unsecured Securities none of the Issuer, the Purchaser, the Swap Counterparty, the Option Counterparty, the Custodian, Collateral Custodian, any Sub-Custodian or the Security Trustee will have any responsibility for the performance by any clearing system (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations. None of the Security Trustee, the Swap Counterparty or the Option Counterparty will have any responsibility for the performance by the Custodian of its obligations under the Agency Agreement or for the performance by any Sub-Custodian of its obligations under the relevant Sub-Custody Agreement.

9.5 Application of Proceeds of Enforcement of Secured Property or Compartment Property

If the Securities are Secured Securities the Security Trustee shall (subject to the provisions of the Issue Deed) apply all moneys received by it under the provisions of the Issue Deed and any Additional Security Document in connection with the realisation or enforcement of the security constituted by or pursuant to the Issue Deed and any Additional Security Document in accordance with Swap Counterparty Priority as set out in Clause 8.2 (*Application of moneys – Post-Enforcement*) of the Security Trust Deed.

By subscribing to or otherwise acquiring the Securities, each Securityholder expressly consents to the provisions of this Security Condition 9.5 and the limitation of their rights in accordance with article 64 of the Securitisation Law and are deemed to have accepted such provisions and the consequences thereof.

In the case of Unsecured Securities, and unless otherwise specified in the relevant Issue Terms, all moneys received by the Issuer in connection with the realisation or enforcement of the Compartment Assets shall be applied in accordance with paragraphs (b) to (f) of this Security Condition 9.5 but subject to the provisions of the Securitisation Law and for the purposes of the Unsecured Notes, the words “Secured Collateral” in paragraph (d) shall be replaced with “Unsecured Collateral”.

9.6 Replacement and/or Substitution of Secured Collateral or Unsecured Collateral

- (a) (i) If it is specified in the Issue Terms that this Security Condition 9.6(a) applies to the Securities, and in the case of Secured Securities the security for the Securities is as described in Security Condition 9.3(a) or (b) (*Security*), the

Issuer may from time to time, subject to and in accordance with the provisions of the Issue Deed, by notice in writing to the Swap Counterparty, the Option Counterparty, the Security Trustee (in the case of Secured Securities), the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Securities), the Custodian (in the case of Secured Collateral), the Collateral Custodian (in the case of Unsecured Collateral), the Sub-Custodian and, in accordance with Security Condition 18 (*Notices*), the Securityholders (a “**Replacement Notice**”) in, or substantially in, the form set out in the Agency Agreement, require that any securities or other assets for the time being comprising all or part of the Secured Collateral or Unsecured Collateral (but excluding any Secured Collateral or Unsecured Collateral which has been transferred to the Repurchase Counterparty pursuant to an exercise of the Purchase Option (as defined in Security Condition 10.3 (*Repurchase Agreement*)) (hereinafter referred to as the “**Replaced Secured Collateral**” or “**Replaced Unsecured Collateral**” as applicable) be replaced by Eligible Securities (“**Replacement Secured Collateral**” or “**Replacement Unsecured Collateral**” as applicable) provided however that:

- (A) in the case of Secured Securities upon any release of the Replaced Secured Collateral from the security created by or pursuant to the Issue Deed and/or any Additional Security Document, any such Replacement Secured Collateral being substituted for the Replaced Secured Collateral has been delivered, transferred or assigned to the Issuer on the same terms (*mutatis mutandis*) as the Replaced Secured Collateral and is subject to the charge or other security interest created by or pursuant to the Issue Deed and/or any Additional Security Document; and
- (B) such other conditions as may be specified in the Issue Terms are satisfied.

If the Issuer has so agreed with the Swap Counterparty and the Option Counterparty, the Swap Counterparty shall deliver the Replacement Secured Collateral or Replacement Unsecured Collateral, as applicable, to the Issuer in exchange for the Replaced Secured Collateral or Replaced Unsecured Collateral, as applicable.

The Security Trustee shall not be liable to the Issuer, the Swap Counterparty, the Option Counterparty, the Securityholders or any other person for any loss arising from any arrangement referred to in the Replacement Notice or otherwise from the operation of this Security Condition 9.6.

The Issue Deed provides that, in connection with any such replacement of Secured Collateral relating to Securities the security for which is as described in Security Condition 9.3(a) or (b) (*Security*), the Security Trustee shall receive a certificate from the Issuer (or the Swap Counterparty acting on its behalf) describing such replacement and confirming that sub-paragraphs (i) and (ii) above have been complied with, and that it may rely absolutely upon such certificate for all purposes and need make no enquiry of any nature. By subscription for, or acquisition of, any Security, each Securityholder accepts and is bound by this provision.

- (ii) In the case of Secured Securities if it is specified in the Issue Terms that this Security Condition 9.6(a) applies to the Securities, and the security for the Securities is as described in Security Condition 9.3(c) (*Security*), the Swap Agreement provides that the Swap Counterparty may from time to time, at its

own cost, by notice in writing in, or substantially in, the form set out in the Agency Agreement to the Issuer, the Security Trustee, the Principal Paying Agent, the Registrar (in the case of Registered Securities), the Custodian, the Sub-Custodian, the Option Counterparty and, in accordance with Security Condition 18 (*Notice*), the Securityholders require that there be a Replacement. Any such notice shall specify the Eligible Securities comprising the Replacement Secured Collateral and the date as from which such replacement takes effect. For the avoidance of doubt, the Replacement Secured Collateral will as from such date be deemed to have been transferred by the Issuer to the Swap Counterparty pursuant to the Credit Support Annex free and clear of any liens, claims, charges or encumbrances or any other interest of any third party and on terms that, with effect from such date, the Swap Counterparty will pay to the Issuer amounts equal to all Distributions received on the Replacement Secured Collateral.

As used in this Security Condition 9.6, “**Eligible Securities**” means securities or other assets of the type or types, and in the amount or amounts, specified for this purpose in the Issue Terms.

In the case of Secured Securities the Issue Deed provides that the Security Trustee shall not be liable to the Issuer, any Related Agreement Counterparty, any Securityholder or any other person for any loss arising from any arrangement referred to in any Replacement Notice or otherwise from the operation of Security Condition 9.6(a).

- (b) (i) In the case of both Secured Securities and Unsecured Securities if securities and/or other assets which comprise all or part of the Secured Collateral or Unsecured Collateral have a maturity date which falls prior to the Final Exercise Date or other date for final settlement of the Securities (“**Maturing Secured Collateral**” or “**Maturing Unsecured Collateral**”) and it is provided in the Issue Terms that this Security Condition 9.6(b) applies to the Securities and the security for the Securities is as described in Security Condition 9.3(a) or (b) (*Security*), the proceeds of redemption received upon maturity of such Maturing Secured Collateral, or Maturing Unsecured Collateral shall be applied by the Custodian or the Collateral Custodian, as applicable, on behalf of the Issuer:
 - (A) in the purchase of Eligible Securities (“**Substitute Secured Collateral**” or in the case of Unsecured Securities “**Substitute Unsecured Collateral**”); and/or
 - (B) by crediting such proceeds of redemption to the Relevant Cash Account opened by the Custodian or the Collateral Custodian as applicable with a bank or other financial institution (which shall be the Custodian or the Collateral Custodian as applicable unless otherwise specified in the Issue Terms) on terms that the funds standing to the credit of such Relevant Cash Account shall earn the rate or rates of interest (which may be a floating rate or rates) specified in the Issue Terms or, if no rate is so specified, such rate or rates as may be determined from time to time by the bank or other financial institution with which the Relevant Cash Account is opened. The Custodian or the Collateral Custodian as applicable may, if so directed, from time to time apply the funds standing to the credit of the Relevant Cash Account in the purchase of Eligible Securities, in which case such purchase, and the Eligible Securities so purchased, will be deemed to be Substitute Secured Collateral or Substitute Unsecured Collateral, as applicable, for the purposes of this Security Condition 9.6(b)(i).

Subject to any such application by the Custodian or the Collateral Custodian as applicable, the Issuer and the Custodian or the Collateral Custodian as applicable will procure that funds credited to the Relevant Cash Account from time to time (including capitalised interest) shall be debited from the Relevant Cash Account on or before the Final Exercise Date or other date for exercise of the Securities to be applied by the Issuer in connection with such redemption, as specified in the Issue Deed. The Custodian or the Collateral Custodian as applicable may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

"Relevant Cash Account" shall mean the interest bearing account opened by and in the name of either, in relation to the Secured Collateral, the Custodian or, in relation to the Unsecured Collateral, the Collateral Custodian.

Not later than the date of each substitution of Secured Collateral or Unsecured Collateral pursuant to this Security Condition 9.6(b)(i), the Issuer shall give a notice to the Swap Counterparty, the Option Counterparty, the Security Trustee (if any), the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Securities), the Custodian (in relation to the Secured Collateral), the Custodian (in relation to the Unsecured Collateral), the Sub-Custodian and, in accordance with Security Condition 18 (*Notices*), the Securityholders (a **"Substitution Notice"**) in, or substantially in, the form set out in the Agency Agreement, specifying, among other things, the details of any Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be) and the date on which it is to be purchased. A Substitution Notice, once given by the Issuer, shall be conclusive and binding on such persons so notified by the Issuer.

Notwithstanding the foregoing, a substitution of Secured Collateral or Unsecured Collateral may only be made if:

- I. the Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be) has been delivered, transferred or assigned to the Issuer on the same terms (*mutatis mutandis*) as the Maturing Secured Collateral or Maturing Unsecured Collateral and is subject to the charge or other security interest created by or pursuant to the Issue Deed and/or any Additional Security Document; and
- II. such other conditions as may be specified in the Issue Terms are satisfied.

All determinations of the availability of Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be), and all determinations and calculations of the purchase price and applicable date for purchase thereof shall be made by the Swap Counterparty in accordance with the Issue Deed and all such determinations and calculations shall be binding on the Issuer, the Security Trustee, the Option Counterparty, the Securityholders and all other persons. The Security Trustee shall not be liable to the Issuer, the Option Counterparty, the Securityholders or any other person nor shall the

Issuer be liable to the Security Trustee, the Option Counterparty or any Securityholder for any loss arising from any arrangement referred to in any Substitution Notice or for the purchase price of the Substitute Secured Collateral or Substitute Unsecured Collateral (as the case may be) or otherwise from the operation of this Security Condition 9.6(b)(i).

In respect of Secured Securities the Issue Deed provides that, in connection with any Substitution, the Security Trustee shall receive a certificate from the Issuer (or the Swap Counterparty acting on its behalf) describing the Substitution and confirming that sub-paragraphs (I) and (II) above have been complied with, and it may rely absolutely upon such certificate for all purposes and need make no enquiry of any nature. By subscription for, or acquisition of, any Security, each Securityholder accepts and is bound by this provision.

- (ii) If there is Maturing Secured Collateral or Maturing Unsecured Collateral, as the case may be, and it is provided in the Issue Terms that this Security Condition 9.6(b) applies to the Securities and the security for the Securities is as described in Security Condition 9.3(c) above, the Swap Agreement provides that the Swap Counterparty shall on the maturity date of the Maturing Secured Collateral or Maturing Unsecured Collateral, as the case may be, subject to payment in full of all principal, interest and other sums falling due on such date in respect of the Maturing Secured Collateral or Maturing Unsecured Collateral, as the case may be, substitute the Maturing Secured Collateral or Maturing Unsecured Collateral as the case may be, with Eligible Securities. The Swap Counterparty shall give notice in writing in, or substantially in, the form set out in the Agency Agreement to the Issuer, the Security Trustee, if any, the Principal Paying Agent, the Registrar (in the case of Registered Securities), the Custodian (in the case of Secured Collateral) or the Collateral Custodian (in the case of Unsecured Collateral), the Sub-Custodian, the Option Counterparty and, in accordance with Security Condition 18 (*Notices*), the Securityholders no later than the date on which such substitution takes place. Such Eligible Securities will as from the date of such substitution be deemed to have been transferred by the Issuer to the Swap Counterparty pursuant to the Credit Support Annex free and clear of any liens, claims, charges or encumbrances or any other interest of any third party and on terms that, with effect from such date, the Swap Counterparty will pay to the Issuer amounts equal to all Distributions received on such Eligible Securities.

The Issue Deed provides that the Security Trustee shall not be liable to the Issuer, the Related Agreement Counterparties, any Securityholder or any other person, nor shall the Issuer be liable to the Security Trustee, any Securityholder, each Related Agreement Counterparty or any other person for any loss arising from any arrangement referred to in any Substitution Notice or otherwise from the operation of this Security Condition 9.6(b).

- (c) All rights of Replacement and/or Substitution under this Security Condition 9.6 shall cease forthwith upon the security constituted by the Issue Deed becoming enforceable whether in whole or in part.
- (d) All Maturing Unsecured Collateral will be held by the Collateral Custodian.

In the case of a Replacement and/or Substitution in accordance with this Security Condition 9.6, a supplement to the relevant prospectus prepared in respect of the listing of the Securities will, in the case of any Series of Securities listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so

long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

9.7 Purchase of Secured Collateral or Unsecured Collateral maturing after the Final Exercise Date

If any securities forming all or part of the Secured Collateral or Unsecured Collateral have a maturity date falling after the Final Exercise Date of the Securities, the Issuer may agree to sell such Secured Collateral or Unsecured Collateral to the Swap Counterparty for value on the Final Exercise Date at a price equal to the principal amount thereof.

9.8 Realisation of the Secured Property or Compartment Assets relating to the Securities

(a) Realisation of the Secured Property

In the case of Secured Securities in the event of the security constituted by or created pursuant to the Issue Deed over the Secured Property becoming enforceable, the Security Trustee shall:

- (i) if requested in writing by the holders of at least one-fifth in number of the Securities then outstanding (as defined in the Issue Deed); or
- (ii) if directed by an Extraordinary Resolution (as defined in the Issue Deed) of the Securityholders; or
- (iii) if directed in writing by the Swap Counterparty (if the Swap Agreement has terminated in accordance with its terms prior to the Swap Agreement Termination Date or, on or after the Swap Agreement Termination Date, if sums remain owing to the Swap Counterparty under the Swap Agreement) (save for any such termination resulting from a default by the Swap Counterparty); or
- (iv) if directed in writing by the Option Counterparty (if the Option Agreement has terminated in accordance with its terms prior to the Option Agreement Termination Date or, on or after the Option Agreement Termination Date, if sums remain owing to the Option Counterparty under the Option Agreement) (save for any such termination resulting from a default by the Option Counterparty),

(each, an “**Enforcement Event**”) (in each case subject to it having been indemnified and/or secured and/or pre-funded to its satisfaction against any loss, liability, cost, claim, action, demand or expense which may be incurred or made against it in connection therewith) do one or more of the following:

- (A) (where Security Condition 9.3(a) or (b) applies) instruct the Selling Agent to endeavour to sell or otherwise realise the Secured Collateral in accordance with Security Condition 9.8(b) (*Realisation of the Secured Property or Compartment Assets relating to the Securities*) and the provisions of the Agency Agreement;
- (B) (where Security Condition 9.3(a) or (b) applies) take other steps to realise all or some of the Secured Collateral;
- (C) terminate and/or enforce and/or realise any Purchase Agreement, Related Agreements or other agreement entered into by the Issuer,

the rights of the Issuer in respect of which form part of the Secured Property;

- (D) otherwise enforce the security constituted by or pursuant to the Issue Deed and/or any Additional Security Document,

in each case without any liability as to the consequences of such action and without having regard to the effect of such action on Securityholders and provided that the Security Trustee shall not be required to take any action without first being indemnified and/or pre-funded and/or secured to its satisfaction or to do anything which is or may be contrary to any applicable law. Any request or direction given by the person or persons ranking in priority immediately after the Security Trustee under Security Condition 9.5 (the "**Entitled Beneficiary**") will have priority over any conflicting direction given under this Security Condition 9.8(a) and, in the absence of any such request or direction, the Security Trustee may decline to act on any request or direction given by any other person.

Once the Security Trustee receives valid instructions in accordance with this Security Condition 9.8(a) (and subject to being indemnified and/or pre-funded and/or secured to its satisfaction) ("**Enforcement Instructions**") it shall send notice to any other party ranking higher in the application of proceeds that it has received instructions to enforce ("**Notice of Proposed Enforcement**"). If the Security Trustee does not receive actual written notice from any other party requesting that it does not proceed with enforcement under this clause within five Business Days of sending the Notice of Proposed Enforcement, the Security Trustee shall be entitled to continue with the Enforcement Instructions without regard to the interests of any other Secured Party and without liability to any other person whatsoever, unless the Security Trustee has been grossly negligent (*faute grave*) or is guilty of wilful misconduct (*dol, faute intentionnelle*).

- (b) If the Selling Agent is instructed by the Security Trustee in accordance with Security Condition 9.8(a) or in the case of Unsecured Securities the Issuer to endeavour to sell or otherwise realise the Secured Collateral or Unsecured Collateral, as applicable, the Selling Agent shall, on behalf of and as the agent of the Security Trustee or Issuer, as applicable, pursuant to, and in accordance with, the provisions of the Agency Agreement, use all reasonable endeavours to sell or otherwise realise the Secured Collateral or Unsecured Collateral, as applicable, as soon as reasonably practicable on or after the date on which it receives such instruction at its best execution price less any commissions or expenses charged by the Selling Agent and specified for this purpose in the Issue Deed.

If, however, the Selling Agent determines that there is no available market for the Secured Collateral or Unsecured Collateral, as applicable, or if the Selling Agent otherwise determines that it is impossible to sell or otherwise realise the Secured Collateral or Unsecured Collateral, as applicable, or any part of it, the Selling Agent will promptly notify the Issuer, the Security Trustee (if any), the Option

Counterparty and the Swap Counterparty of such lack of availability or impossibility and the Selling Agent shall not be required to effect the sale or other realisation of the Secured Collateral or Unsecured Collateral, as applicable, or any further part of it. Any such determination by the Selling Agent shall be in its sole and absolute discretion and shall be binding on the Issuer, the Security Trustee, the Swap Counterparty, the Option Counterparty and the Securityholders. In the event that the Selling Agent makes such determination the Security Trustee shall if so requested or directed in accordance with this Security Condition 9.8(a) (but subject to its being indemnified and/or prefunded and/or secured in accordance

with such Security Condition) realise all or part of the Secured Collateral or Unsecured Collateral, as applicable, by other means.

In order to obtain its best execution price for the above purposes, the Selling Agent shall be required to take reasonable care to ascertain the price which is the best available for the sale or other realisation of the Secured Collateral or Unsecured Collateral, as applicable, at the time of the sale or other realisation for transactions of the kind and size concerned and, unless circumstances require the Selling Agent to do otherwise in the interests of the Securityholders, to deal at a price which is not less advantageous to the Securityholders.

In respect of Secured Securities the Security Trustee shall have no responsibility or liability for the performance by the Selling Agent of its duties under this Security Condition 9.8(b) (*Realisation of the Secured Property or Compartment Assets relating to the Securities*) or for the price at which any of the Secured Collateral may be sold or otherwise realised.

(c) Realisation of Compartment Assets

In the case of Unsecured Securities and unless otherwise specified in the relevant Issue Terms the realisation or enforcement of the Compartment Assets shall be undertaken in accordance with the provisions of the Securitisation Law.

9.9 Shortfall after application of proceeds

In the case of both Secured Securities and Unsecured Securities if the net proceeds of the realisation of the security created pursuant to the Issue Deed and/or any Additional Security Document (the “**Net Proceeds**”) are not sufficient to make all payments due in respect of the Securities, and for the Issuer to meet its obligations, if any, in respect of the termination of the Swap Agreement (or a part of it) and/or the Option Agreement (or a part of it) and/or any other obligations secured thereby, then the obligations of the Issuer in respect of the Securities and the Swap Agreement and/or the Option Agreement and/or any such other obligations will be limited to such net proceeds. The other assets of the Issuer (including, in the case of a mandatory partial redemption where Security Condition 9.3(a) or (b) applies, the Secured Collateral other than the Repayable Assets (as defined in Security Condition 7.2 (*Mandatory Redemption*)), which will remain available to those holders whose Securities have not been exercised), will not be available for payment of any Shortfall (as defined below) arising therefrom. Any Shortfall shall be borne by the Securityholders, the Swap Counterparty, the Option Counterparty and any other persons entitled to the benefit of such security according to the priorities specified in the Issue Deed.

The Issuer will not be obliged to make any further payment in excess of the Net Proceeds and any right to receive any further sum in each case in respect of any Shortfall remaining after realisation of the security under Security Condition 9.8 and application of the proceeds in accordance with the Issue Deed shall be extinguished and neither the Security Trustee nor any Swap Counterparty nor any Option Counterparty nor any Securityholder nor any other person entitled to the benefit of such security (nor any person acting on behalf of any of them) may take any further action to recover such Shortfall. In particular, no such party will be able to petition for the winding-up of the Issuer. Failure to make any payment in respect of any Shortfall shall in no circumstances constitute an Event of Default under Security Condition 13.

Where Security Condition 9.3(a) or (b) applies, the realisation of some only of the Secured Collateral where there is a shortfall will not extinguish any claims in respect of the remaining Secured Collateral.

In this Security Condition “**Shortfall**” means the amount, if any, by which the amount of the Net Proceeds is less than the payments which would but for this Security Condition 9.9 have

been due under the Securities and the Swap Agreement and the Option Agreement and/or to any other person entitled to the benefit of the security created pursuant to the Issue Deed and/or the Additional Security Document.

9.10 Issuer's rights as holder of Secured Collateral or Unsecured Collateral

The Issuer may, in principle, in respect of Secured Securities exercise any rights in its capacity as holder of the Secured Collateral or in the case of Unsecured Securities, the Unsecured Collateral as directed by an Extraordinary Resolution of the Securityholders or as directed by a third party which has been appointed to provide voting instructions and, if such consent or direction is given, the Issuer will act, in principle, in accordance with such consent or direction. In particular, the Issuer will not, unless otherwise stated in the relevant Issue Terms, attend or vote at any meeting of holders of the Secured Collateral or Unsecured Collateral, as applicable, or give any consent or notification or make any declaration in relation to the Secured Collateral or Unsecured Collateral, as applicable, unless so directed by an Extraordinary Resolution of the Securityholders.

10. RELATED AGREEMENTS

10.1 Swap Agreement

The Swap Agreement will terminate on the date specified in the Swap Agreement (the "**Swap Agreement Termination Date**"), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Swap Agreement will terminate in full if all the Securities are exercised or cancelled prior to their Final Exercise Date pursuant to any provision of Security Condition 6 (*American Style and Bermudan Style Exercise Rights*) and 7 (*Exercise, Purchase and Cancellation*) or upon the occurrence of an Event of Default; and (ii) the Swap Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the number of the relevant Securities being exercised bears to the aggregate number of the Securities of the relevant Series immediately prior to such exercise) if some of the Securities are exercised or the Securities are exercised in part prior to their Final Exercise Date pursuant to any provision of Security Condition 6. In the event of an early termination of the Swap Agreement, either party to the Swap Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Swap Agreement. In the event of an early termination of the Swap Agreement as a result of the exercise of the Securities pursuant to Security Condition 6.2 (*Bermudan Style Exercise*), any obligation of the Issuer at any time to deliver the Secured Collateral or Unsecured Collateral, as applicable, to the Swap Counterparty shall for the purposes of the calculation of such termination payment be deemed to be replaced by an obligation of the Issuer to pay to the Swap Counterparty a sum equal to the nominal amount of such Secured Collateral or Unsecured Collateral, as applicable.

Neither the Issuer nor the Swap Counterparty is obliged under the Swap Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Swap Agreement is terminable in such event. If the Issuer, on the occasion of the next payment due under the Swap Agreement, would be required by law to withhold or account for tax such that it would be rendered unable to make payment of the full amount due or would be required to account for tax or would suffer tax on its income in respect of the amount paid to it, the Issuer shall so inform the Security Trustee, if any, in writing, and shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction as the principal obligor in accordance with Security Condition 15.4 (*Substitution*) or to use all reasonable endeavours to transfer its residence for tax purposes to another jurisdiction.

Any transfer of the rights and obligations of the Swap Counterparty or any guarantee of the obligations of the Swap Counterparty (or of any transferee of the rights and obligations of the Swap Counterparty) in respect of the Swap Agreement will be subject to:

- (a) the Issuer being satisfied that such rights and obligations have been effectively transferred to and/or guaranteed by, as the case may be, the transferee and/or guarantor selected by the Swap Counterparty and that all the Issuer's right, title, benefit and interest in, to, under and in respect of the Swap Agreement following any such transfer and/or guarantee in respect of the obligations of the Swap Counterparty (or, as the case may be, any transferee to whom the obligations of the Swap Counterparty are transferred), are effectively secured in favour of the Security Trustee for the benefit of the Securityholders; and
- (b) the Swap Counterparty having indemnified the Issuer and the Security Trustee, if any, against any stamp or other documentary charges and all expenses (if any) incurred by the Issuer and/or the Security Trustee in connection with such transfer.

To the extent that the Swap Counterparty fails to make payments due to the Issuer under the Swap Agreement, the Issuer will be unable to meet its obligations in respect of the Securities and Coupons. In such event, the Swap Agreement will be terminated and the Securities will become repayable in accordance with Security Condition 7.3 (*Cancellation for taxation and other reasons*). Upon enforcement in respect of the Secured Property, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Securityholders and the other persons entitled to the benefit of such security.

10.2 Option Agreement

The Option Agreement will terminate on the date specified in the Option Agreement (the "**Option Agreement Termination Date**"), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Option Agreement will terminate in full if all the Securities are exercised prior to their Final Exercise Date pursuant to any provision of Security Condition 6 (*American Style and Bermudan Style Exercise Rights*) and 7 (*Exercise, Purchase and Cancellation*) or upon the occurrence of an Event of Default; and (ii) the Option Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the number of the relevant Securities being exercised bears to the aggregate number of the Securities of the relevant Series immediately prior to such exercise) if some of the Securities are exercised or the Securities are exercised in part prior to their Final Exercise Date pursuant to any provision of Security Condition 6. In the event of an early termination of the Option Agreement, either party to the Option Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Option Agreement.

Neither the Issuer nor the Option Counterparty is obliged under the Option Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Option Agreement is terminable in such event.

Any transfer of the rights and obligations of the Option Counterparty or any guarantee of the obligations of the Option Counterparty (or of any transferee of the rights and obligations of the Option Counterparty) in respect of the Option Agreement will be subject to:

- (a) the Issuer being satisfied that such rights and obligations have been effectively transferred to and/or guaranteed by, as the case may be, the transferee and/or guarantor selected by the Option Counterparty and that all the Issuer's right, title, benefit and interest in, to, under and in respect of the Option Agreement following any such transfer and/or guarantee in respect of the obligations of the Option

Counterparty (or, as the case may be, any transferee to whom the obligations of the Option Counterparty are transferred), are effectively secured in favour of the Security Trustee, if any, for the benefit of the Securityholders; and

- (b) the Option Counterparty having indemnified the Issuer and the Security Trustee, if any, against any stamp or other documentary charges and all expenses (if any) incurred by the Issuer and/or the Security Trustee, if any, in connection with such transfer.

To the extent that the Option Counterparty fails to meet its obligations to the Issuer under the Option Agreement, the Issuer will be unable to meet its obligations in respect of the Securities. In such event, the Option Agreement will be terminated and the Securities will become repayable in accordance with Security Condition 7.3 (*Cancellation for taxation and other reasons*). Upon enforcement in respect of the Secured Property, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Securityholders and the other persons entitled to the benefit of such security.

10.3 Repurchase Agreement

- (a) If it is stated in the Issue Terms that the Issuer has entered into the Repurchase Agreement, the Repurchase Counterparty may, subject to the provisions thereof, at any time and from time to time prior to the Final Exercise Date (and provided that the Securities have not become subject to cancellation prior to the Final Exercise Date), by giving written notice to the Issuer, the Security Trustee (if any) and the Custodian or Collateral Custodian, as applicable (a "**Purchase Notice**"), request the Issuer (the "**Purchase Option**") to transfer any amount of the assets comprised in, in the case of Secured Securities, the Secured Collateral (the "**Purchased Collateral**") or, in the case of Unsecured Securities, the Unsecured Collateral ("**Purchased Unsecured Collateral**") on terms that full legal and beneficial ownership of such Purchased Secured Collateral or Purchased Unsecured Collateral shall vest in the Repurchase Counterparty on the date specified in the Purchase Notice (the "**Delivery Date**") free and clear of all charges, liens and encumbrances created by the Issue Deed with respect thereto or otherwise by the Issuer and together with the benefit of all the Issuer's rights and entitlements thereto and therein subsisting at the time the Purchase Option is exercised against payment to the Issuer of the purchase price (the "**Purchase Price**") (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and on terms that the Repurchase Counterparty shall be obliged to deliver the Purchased Secured Collateral or Purchased Unsecured Collateral or Fungible Secured Collateral or Fungible Unsecured Collateral to the Issuer on the date specified in the relevant Purchase Notice or, if no date is so specified, on the date specified in the absolute discretion of the Repurchase Counterparty (each, a "**Redelivery Date**") against payment of the repurchase price (the "**Repurchase Price**") (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and that until the Purchased Secured Collateral or Purchased Unsecured Collateral or Fungible Secured Collateral or Fungible Unsecured Collateral is so delivered, all payments of principal, interest or other sums in respect of the Purchased Secured Collateral or Purchased Unsecured Collateral will be made to the Repurchase Counterparty (each, a "**Purchase Transaction**"). Unless otherwise provided in the Issue Terms, the Repurchase Price may not exceed the amount for the time being standing to the credit of the Relevant Cash Account.

"**Fungible Secured Collateral**" or "**Fungible Unsecured Collateral**", as applicable, means an amount of debt or equity securities equivalent to the Purchased Secured Collateral or Purchased Unsecured Collateral the subject of the relevant Purchase Transaction (provided that, if and to the extent that such Purchased Secured Collateral or Purchased Unsecured

Collateral has been redeemed, such expression shall mean a sum of money equivalent to (and in the same currency as) the proceeds of such redemption) and debt or equity securities are “equivalent to” Purchased Secured Collateral or Purchased Unsecured Collateral if they (i) are of the same issuer or obligor (ii) are part of the same issue, series or class, (iii) are of an identical type, nominal value and description and amount as the Purchased Secured Collateral or Purchased Unsecured Collateral and (iv) have the same terms and conditions and rank in all respects *pari passu* and equally with the Purchased Secured Collateral or Purchased Unsecured Collateral.

Under the Repurchase Agreement, the Repurchase Counterparty in respect of a Purchase Transaction will be required to make payments to the Issuer equal to each payment of principal, interest, dividends or other distributions made by an obligor of the relevant Purchased Secured Collateral or Purchased Unsecured Collateral (each an “**Income Payment**”) on the date on which such payments under such Purchased Secured Collateral or Purchased Unsecured Collateral are made by the obligor of such Purchased Secured Collateral or Purchased Unsecured Collateral.

In the case of Secured Securities unless otherwise specified in the Issue Terms, if the Issuer agrees to the terms of a Purchase Notice, the Issuer will be deemed to be authorised by all persons entitled to the benefit of the security created by or pursuant to the Issue Deed to release from the security created by or pursuant to the Issue Deed the Secured Collateral which is the subject of the Purchase Transaction. If any Purchased Secured Collateral or Fungible Secured Collateral is redelivered to the Issuer pursuant to the Repurchase Agreement, the right of the Issuer to receive payments from the Repurchase Counterparty equal to the Income Payments made on or in respect of such Purchased Secured Collateral or Fungible Secured Collateral shall terminate and, upon redelivery of such Purchased Secured Collateral or Fungible Secured Collateral, such Purchased Secured Collateral or Fungible Secured Collateral shall be subject to the security constituted by or created pursuant to the Issue Deed.

Any amount of Purchase Price paid by the Repurchase Counterparty to the Issuer pursuant to the Repurchase Agreement shall be credited to the Relevant Cash Account opened by the Custodian and/or the Collateral Custodian as applicable with a bank or other financial institution (which shall be the Custodian and/or the Collateral Custodian as applicable unless otherwise specified in the Issue Terms) specified in the Issue Deed on terms that the funds standing to the credit of the Relevant Cash Account shall earn the rate or rates of interest (which may be a floating rate) specified in the Issue Deed. Funds credited to the Relevant Cash Account from time to time (including capitalised interest) shall be debited from the Relevant Cash Account on each Repurchase Date to be applied in payment of the Repurchase Price then due or as otherwise provided in the Issue Deed.

To the extent that the Repurchase Counterparty fails to make payments due to the Issuer under the Repurchase Agreement, or to deliver Purchased Secured Collateral or Fungible Secured Collateral or in the case of Unsecured Securities the Purchased Unsecured Collateral or Fungible Unsecured Collateral to the Issuer when required under the Repurchase Agreement, the Issuer will be unable to meet its obligations in respect of the Securities. In such event, the Repurchase Agreement will be terminated and the Securities will become repayable in accordance with Security Condition 7.3 (*Cancellation for taxation and other reasons*). Upon enforcement in respect of the Secured Property or Compartment Property, as applicable, the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Securityholders and the other persons entitled to the benefit of such security.

In the case of Secured Securities the Security Trustee shall not be liable to the Issuer, the Securityholders, the Swap Counterparty, the Option Counterparty or any other person for

any loss arising from the exercise of any Purchase Option, any Purchase Transaction or any release of Secured Property in connection therewith.

- (b) If it is specified in the Issue Terms that Security Condition 9.6(a) (*Replacement and/or Substitution of Secured Collateral or Unsecured Collateral*) applies to the Securities, and in the case of Secured Securities the security for the Securities is as described in Security Condition 9.3(a) or (b) (*Security*), and unless otherwise specified in the Issue Deed, the Repurchase Counterparty may, at its cost and subject to and in accordance with the provisions of the Issue Deed, deliver a Replacement Notice to the Issuer, the Security Trustee (if any), the Custodian or Collateral Custodian as applicable, the Option Counterparty and the Swap Counterparty (if any) in, or substantially in, the form set out in the Agency Agreement, requesting authorisation from the Issuer that any securities or other assets for the time being comprising all or part of the Purchased Secured Collateral (hereinafter referred to as the “**Replaced Purchased Secured Collateral**”) or the Purchased Unsecured Collateral (hereinafter referred to as the “**Replaced Purchased Unsecured Collateral**”) be replaced (a “**Replacement**”) by other securities or assets of a type or types (or combination thereof), having the features specified in respect of Replacement Secured Collateral in the Issue Deed (“**Replacement Purchased Secured Collateral**”) or the Replacement Unsecured Collateral in the Issue Deed (“**Replacement Purchased Unsecured Collateral**”) and on terms that such other conditions as may be specified in the Issue Deed in respect of a Replacement (as defined therein) are satisfied. Subject to the Issuer authorising the Replacement, any such Replacement Purchased Secured Collateral or the Replacement Purchased Unsecured Collateral, as applicable, shall (to the extent delivered by the Repurchase Counterparty to the Issuer when required under the Repurchase Agreement) constitute Replacement Purchased Secured Collateral or the Replacement Purchased Unsecured Collateral, as applicable.

In respect of Secured Securities upon receipt of a Replacement Notice, if the Issuer has determined (acting in its sole and absolute discretion) that it will authorise the Replacement, the Issuer shall forthwith notify the Security Trustee, the Swap Counterparty, the Option Counterparty, the Principal Paying Agent, the Registrar (in the case of Registered Securities), the Custodian, the Calculation Agent and, in accordance with Security Condition 18 (*Notices*), the Securityholders of the Replacement.

In respect of Secured Securities the Security Trustee shall not be liable to the Issuer, the Securityholders, the Swap Counterparty, the Option Counterparty or any other person and the Issuer shall not be liable to the Security Trustee, the Securityholders, the Swap Counterparty, the Option Counterparty or any other person for any loss arising from any arrangement referred to in the Replacement Notice or otherwise from the operation thereof.

- (c) If it is specified in the Issue Terms that Security Condition 9.6(b) (*Replacement and/or Substitution of Secured Collateral or Unsecured Collateral*) applies to the Securities, and in the case of Secured Securities the security for the Securities is as described in Security Condition 8.3 (a) or (b) (*Security*), and securities and/or other assets which comprise all or part of the Purchased Secured Collateral or Purchased Unsecured Collateral, as applicable, have a maturity date which falls prior to the final exercise of the Securities (in the case of Secured Securities “**Maturing Purchased Secured Collateral**” or in the case of Unsecured Securities “**Maturing Purchased Unsecured Collateral**”), then unless provided otherwise in the Issue Deed, the proceeds of exercise received upon maturity of such Maturing Purchased Secured Collateral or Maturing Purchased Unsecured Collateral, as applicable, may, upon request to the Issuer and if such request is authorised, be applied by the Repurchase Counterparty:

- (i) in the purchase of further securities and/or other assets of a type or types (or combination thereof) identified by the Repurchase Counterparty and having the features (if any) specified in respect of Substitute Secured Collateral or Substitute Unsecured Collateral, as applicable, in the Issue Deed (or, if no features are so specified, having such features as the Repurchase Counterparty shall in its sole and absolute discretion determine) (in the case of Secured Securities “**Substitute Purchased Secured Collateral**” or in the case of Unsecured Securities Substitute Unsecured Collateral and each such purchase a “**Substitution**”). Any such Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable, so specified shall (to the extent delivered by the Repurchase Counterparty to the Issuer when required under the Repurchase Agreement) constitute Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable, for the purposes of the Issue Terms of the Securities; and/or
- (ii) by crediting such proceeds of redemption to an interest bearing account in the name of the Repurchase Counterparty (the “**Repurchase Counterparty Cash Account**”) opened by the Repurchase Counterparty with a bank or other financial institution selected by the Repurchase Counterparty in respect of the proceeds of redemption of Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable. Subject to any contrary provision in the Issue Terms of the relevant Securities or in the relevant Purchase Notice, the Repurchase Counterparty will procure that funds credited to the Repurchase Counterparty Cash Account from time to time (including capitalised interest) shall be debited from the Repurchase Counterparty Cash Account on the Final Exercise Date or other date for exercise or cancellation of the Securities and paid to the Issuer for application by the Issuer in connection with such exercise or cancellation.

Not later than the date of each Substitution, the Repurchase Counterparty shall give a notice to the Issuer, the Security Trustee (if any) the Option Counterparty and the Swap Counterparty (if any) (a “**Substitution Notice**”) in, or substantially in, the form set out in the Agency Agreement, requesting authorisation from the Issuer and specifying, among other things, the details of any proposed Substitute Purchased Secured Collateral or Substitute Purchased Unsecured Collateral, as applicable, and the date on which it is proposed to be purchased. Upon receipt of a Substitution Notice, if the Issuer has determined (acting in its sole and absolute discretion) to authorise the Substitution, the Issuer shall forthwith notify the Security Trustee, the Swap Counterparty, the Option Counterparty, the Principal Paying Agent, the Registrar (in the case of Registered Securities), the Custodian (in the case of Secured Collateral) or Collateral Custodian (in the case of Unsecured Collateral), the Calculation Agent and, in accordance with Security Condition 18 (*Notices*), the Securityholders of such Substitution.

Notwithstanding the foregoing, a Substitution may only be made if such conditions as are specified in the Issue Deed in respect of a Substitution (as defined herein) are satisfied.

In the case of a Replacement and/or Substitution in accordance with this Security Condition 10.3, a supplement to the relevant prospectus prepared in respect of the listing of the Securities will, in the case of any Series of Securities listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

11. RESTRICTIONS

The Issuer has covenanted in the Issue Deed that (*inter alia*) so long as any of the Securities remains outstanding, it will not, without the consent of the Security Trustee and, if applicable, the Option Counterparty and the Swap Counterparty:

- (a) engage in any activity or do anything whatsoever except:
 - (i) issue or enter into Investments (which as defined in the Issue Deed include further Securities) which are subject to the Securitisation Law ("**Permitted Investments**") or otherwise incur indebtedness in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to the Securitisation Law and/or such indebtedness relates to assets or other property which are not part of the Secured Property or Compartment Property, as the case may be, of any other Securities and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets on which such indebtedness is secured ("**Permitted Indebtedness**");
 - (ii) enter into any Agency Agreement, Custody Agreement or Collateral Custody Agreement (as applicable), Issue Deed, Related Agreements or any deed or agreement of any other kind related to any Permitted Investment or Permitted Indebtedness, but provided always that any such agreement is entered into on terms that the obligations of the Issuer thereunder are secured on specified assets of the Issuer (other than its share capital) which do not form part of the Secured Property or Compartment Property, as the case may be, and on terms which provide for extinguishment of all claims in respect of such obligations after application of the assets on which such indebtedness is secured;
 - (iii) acquire, or enter into any agreement constituting the Secured Collateral or Unsecured Collateral in respect of any Permitted Investment or the assets securing any Permitted Indebtedness;
 - (iv) perform its obligations under each Permitted Investment or Permitted Indebtedness and the Agency Agreement, Custody Agreement or Collateral Custody Agreement (as applicable), Issue Deed, any Related Agreements or other deeds or agreements incidental to the issue and constitution of, or the granting of security for, any Permitted Investment or Permitted Indebtedness;
 - (v) enforce any of its rights under the Agency Agreement, Custody Agreement or Collateral Custody Agreement (as applicable), the Issue Deed, any Related Agreements or any other deed or agreement entered into in relation to any Permitted Investment or Permitted Indebtedness;
 - (vi) perform any act incidental to or necessary in connection with any of the above;
- (b) subject to sub-paragraph (a) above, dispose of any of its property or other assets or any part thereof or interest therein (subject as provided in the terms and conditions relating to any Permitted Investment or the terms and conditions of any Permitted Indebtedness);
- (c) in the case of Secured Securities issue or create any Series of Securities unless either (i) the Security Trustee thereof is the same person as the Security Trustee for the Securities or (ii) the Security Trustee has received legal advice satisfactory to it

from reputable legal advisers in England and the jurisdiction of incorporation of the Issuer to the effect that the appointment of a person other than the Security Trustee as Security Trustee of such Series of Securities or, as the case may be, the absence thereof, will not adversely affect the ability of the Security Trustee to appoint an administrative receiver over the assets of the Issuer pursuant to Clause 6.5 of the Security Trust Deed; or

- (d) consolidate or merge with any other person.

12. PRESCRIPTION

Claims against the Issuer for payment in respect of the Securities, including interest (if applicable) in respect of the Certificates, Receipts and (subject to Security Condition 8.5(b) (*Unmatured Coupons and Receipts and unexchanged Talons*)) Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within five years from the appropriate Relevant Date in respect thereof.

The Luxembourg law dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the "Involuntary Dispossession Law 1996") requires that any amount that is payable under the Bearer Securities, Receipts and Coupons (if any) before opposition to such payment under the Bearer Securities, Receipts and Coupons (if any) has been filed (by the relevant holder) but has not yet been paid to the holder of these Bearer Securities, Receipts and Coupons (if any) is paid to the Caisse de Consignations in Luxembourg until the opposition to such payment under the Bearer Securities, Receipts and Coupons (if any) has been withdrawn or elapsed.

13. EVENTS OF DEFAULT

- (a) In the case of (A) Secured Securities the Security Trustee shall if so requested in writing by the holders of at least one-fifth in number of Securities then outstanding, or if so directed by an Extraordinary Resolution of such holders, shall (subject in each case to being indemnified and/or or pre-funded and/or secured to its satisfaction), give notice to the Issuer that such Securities are, and they shall accordingly forthwith become immediately due and repayable at their Cash Settlement Amount and the security constituted by or created pursuant to the Issue Deed shall become enforceable, as provided in the Issue Deed or (B) Unsecured Securities the Securities shall become forthwith immediately due and repayable at their Cash Settlement Amount, in each case, in any of the following events (each an "**Event of Default**"): if default is made for a period of 14 days or more in the payment of any sum due in respect of the Securities (subject as provided in Security Conditions 7.2 (*Mandatory Cancellation*) and 7.3 (*Cancellation for taxation and other reasons*)) and/or any payment of any sum in respect of an exercise of American Style Exercise Rights or Bermudan Style Exercise Rights (as applicable) or any of them; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Securities or the Issue Deed and such failure continues for a period of 30 (thirty) calendar days (or such longer period as the Securityholders may permit) following the service by any Securityholder on the Issuer of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or
- (c) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation,

merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by an Extraordinary Resolution.

In the case of Secured Securities the Issuer has undertaken in the Issue Deed that, on each anniversary of the date of first entry into of an Issue Deed between the Issuer and the Security Trustee and also within 14 days after any request by the Security Trustee, it will send to the Security Trustee a certificate signed by a Director of the Issuer to the effect that, after making all reasonable enquiries by such Director, to the best of the knowledge, information and belief of the Issuer there did not exist, as at a date not more than five days prior to the date of the certificate, nor had there existed at any time prior thereto since the date of the Issue Deed or the date of the last such certificate if any, any Event of Default or Potential Event of Default (as defined in the Issue Deed) or, if such an Event of Default or Potential Event of Default did then exist or had existed, specifying the same and to such other effect as the Security Trustee may require.

The Issue Deed provides that the Security Trustee shall not be under any obligation to monitor whether or not an Event of Default or a Potential Event of Default (as defined in the Issue Deed) has occurred or is continuing.

14. ENFORCEMENT

The Security Trustee shall not, and will not be bound to, take any action in relation to these presents or any other Transaction Documents (including, but not limited to, giving notice to the Issuer under Security Condition 13 (*Events of Default*) and 7.3 (*Cancellation for taxation and other reasons*) above that the Securities are immediately due and repayable at their Cash Settlement Amount and the security constituted by or created pursuant to the Issue Deed shall become enforceable or the taking of any proceedings and/or steps and/or action or the giving of any direction mentioned in this Security Condition 14 to enforce the provisions of the Issue Deed, these terms and conditions, the Securities) unless (subject always to the terms of the Security Trust Deed): (a) it shall have been so requested or directed by any person entitled to make such request or give such direction pursuant to Security Condition 9.8(a) (*Realisation of the Secured Property*); and (b) it shall have been indemnified and/or prefunded and/or secured to its satisfaction and provided that it shall not be obliged to take any action if it would be against any applicable law.

Provided that the Security Trustee may at all times, whether or not so directed, take such action in respect of any right, power or discretion which is personal to the Security Trustee or is to preserve or protect the Security Trustee's position or is of a purely administrative nature. The Security Trustee shall be entitled to seek clarification in the case of enforcement under this Security Condition 14, from any person entitled to make such requests or give such direction pursuant to Security Condition 9.8(a) (*Realisation of the Secured Property*) or, in all other cases from the Securityholders with regard to such instructions as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority, or discretion and may in its discretion elect not to act pending receipt of such instructions or clarification to its satisfaction in the case of enforcement under this Security Condition 14, from any person entitled to make such requests or give such direction pursuant to Security Condition 9.8(a) (*Realisation of the Secured Property*) or, in all other cases from the Securityholders. The Security Trustee shall not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with the paragraph above.

Only the Security Trustee (or, to the extent provided in Security Condition 9.8(b) (*Realisation of the Secured Property or Compartment Assets relating to the Securities*), the Selling Agent) may pursue the remedies available under the Issue Deed to enforce the rights of the Securityholders, and/or the Swap Counterparty and/or the Option Counterparty and/or the Custodian and/or the Principal Paying Agent and/or the Registrar and no Securityholder, Swap Counterparty, Option Counterparty or the Custodian or the Principal Paying Agent or

the Registrar is entitled to proceed against the Issuer unless the Security Trustee, having become bound to proceed in accordance with the terms of the Issue Deed, fails or neglects to do so within a reasonable period and such failure is continuing.

The Security Trustee, the Swap Counterparty, the Option Counterparty, the Securityholders, the Custodian and the Principal Paying Agent and the Registrar shall have recourse only to the Secured Property and the Selling Agent or the Security Trustee having realised the same or, in the case of a partial redemption pursuant to Security Condition 7.2 (*Mandatory Cancellation*), the Repayable Assets and distributed the net proceeds in accordance with Security Condition 9.5 (*Application of Proceeds of Enforcement of Secured Property or Compartment Property*), the Security Trustee, the Swap Counterparty, the Option Counterparty, the Securityholders, the Custodian, the Principal Paying Agent, the Registrar or anyone acting on behalf of any of them shall not be entitled to take any further steps against the Issuer or the Security Trustee to recover any further sum (save for lodging a claim in the liquidation of the Issuer initiated by another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer) and the right to receive any such sum shall be extinguished. In particular, neither the Security Trustee or the Swap Counterparty or the Option Counterparty or the Custodian or the Principal Paying Agent or the Registrar nor any Securityholder, nor any other party to the Issue Deed shall be entitled to petition or take any other step for the winding-up of the Issuer or the appointment of an examiner in respect of the Issuer, nor shall any of them have any claim in respect of any asset of the Issuer not forming part of the Secured Property.

In the case of Unsecured Securities and unless otherwise specified in the relevant Issue Terms the Issuer shall on an enforcement of the Compartment Assets take such action as it is required to take in accordance with the provisions of the Securitisation Law.

15. **MEETINGS OF SECURITYHOLDERS; MODIFICATIONS; WAIVER; AND SUBSTITUTION**

15.1 **Meetings of Securityholders**

The Agency Agreement contains provisions for convening meetings of Securityholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Securities (including these Security Conditions or the provisions of the Issue Deed insofar as the same may apply to such Securities). The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing more than 50 per cent. in number of the Securities for the time being outstanding or, at any adjourned such meeting, one or more persons being or representing Securityholders, whatever the number of the Securities so held or represented, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders, whether present or not, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of exercise or cancellation of the Securities, or any date for payment thereof, (b) to reduce or cancel the number of, or any amount payable on exercise of, the Securities, (c) to change any method of calculating the Cash Settlement Amount, (d) in respect of interest bearing Certificates, if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Cancellation Amount is shown in the Issue Deed, to reduce any such Minimum and/or Maximum, (e) in respect of interest bearing Certificates, to change any method of calculating the Cancellation Amount or, in the case of Zero Coupon Certificates, to vary the method of calculating the Amortised Face Amount, (f) to change the currency or currencies of payment or nominal amount of the Securities, (g) to take any steps which as specified in the Issue Deed may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (h) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass an Extraordinary Resolution, (i) to modify the provisions of the Issue Deed concerning this exception or (j) to modify any other provisions specifically identified for this purpose in the Issue Deed, will only be binding if passed at a meeting of the Securityholders,

the quorum at which shall be two or more persons holding or representing not less than 67 per cent. or, at any adjourned meeting, not less than 25 per cent., in number of the Securities for the time being outstanding. A resolution in writing signed by or on behalf of the holders of not less than 67 per cent. in number of the Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Securityholders and a resolution by way of electronic consent through the relevant Clearing System(s) authorised by or on behalf of the holders of not less than 67 per cent. in principal amount of the Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Securityholders.

The provisions of articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended (the “**Companies Law 1915**”), shall not apply to the Securities, Receipts, Coupons and Talons (if any). No holder of Securities may initiate proceedings against the Issuer based on article 470-21 of the Companies Law 1915.

15.2 **Modification**

The Issuer may, without the consent of the Securityholders but only with the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any) agree to (a) any modification to the Issue Deed, the Swap Agreement, the Option Agreement, the Repurchase Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Securities which is of a formal, minor or technical nature or is made to correct a manifest error, or an error which is, in the opinion of the Issuer, proven; (b) any modification of any of the provisions of the Issue Deed, the Swap Agreement, the Option Agreement, the Repurchase Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Securities which in the opinion of the Issuer is not materially prejudicial to the interests of the Securityholders; (c) any modification of the provisions of the Issue Deed, the Swap Agreement, the Option Agreement, the Repurchase Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Securities which is made to satisfy any requirement of any stock exchange on which the Securities are or are proposed to be issued and which, in each case, is not in the opinion of the Issuer materially prejudicial to the interests of the Securityholders and (d) any modification of the provisions of the Issue Deed, the Option Agreement, the Swap Agreement, any Ancillary Agreement or the Credit Support Document which is specified in the Issue Deed as being a modification to which the Issuer may agree without the consent of the Securityholders or any Secured Party but only with the prior written consent of the Option Counterparty (if any) and the Swap Counterparty (if any). The Issue Deed provides that the Issuer shall not agree to any amendment or modification of the Issue Deed without first obtaining the consent in writing of the Swap Counterparty and the Option Counterparty, which consent shall not be unreasonably withheld or delayed.

Any such modification shall be notified by the Issuer to the Securityholders as soon as practicable thereafter in accordance with Security Condition 18 (*Notices*).

Notwithstanding any other provision of the Transaction Documents, but subject to the Security Condition 7.5 (*Cancellation Following an Administration/Benchmark Event*), in the cases of Secured Securities, the Security Trustee shall only (a) agree to any modification to the Issue Deed, the Option Agreement, the Swap Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Securities; or (b) agree to waive or authorise any breach or proposed breach by the Issuer or other parties to the Issue Deed, the Option Agreement, the Swap Agreement, the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Securities; or (c) grant any consent or waiver in respect of or exercise any right or discretion under the Issue Deed, the Option Agreement, the Swap Agreement,

the Credit Support Document, any Ancillary Agreement or any other agreement or document entered into in relation to the Securities, in each case if directed to do so by the Securityholders provided that in making any agreement or granting any consent or waiver pursuant to (a), (b) and/or (c) above, the Security Trustee shall not be required to act pursuant to an instruction from the appropriate party, where it considers, in its reasonable opinion, that this would conflict with its ability to protect or preserve its own rights under any document or result in it incurring additional liabilities or obligations.

15.3 **Waiver**

The Issuer may, without the consent of the Securityholders but only with the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any) and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, but only if and in so far as in its opinion the interests of the Securityholders shall not be materially prejudiced thereby, waive or authorise, on such terms and conditions as to it shall seem expedient, any breach or proposed breach by the Issuer of any of the covenants or provisions in the Issue Deed or the Security Conditions or determine that any Event of Default or Potential Event of Default shall not be treated as such provided always that the Issuer shall not exercise any powers conferred on it by this Security Condition 15.3 in contravention of any express direction given by an Extraordinary Resolution of the Securityholders but no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination shall be binding on the Securityholders, the Option Counterparty and the Swap Counterparty.

Any such waiver, authorisation or determination shall be notified to the Securityholders as soon as practicable thereafter in accordance with Security Condition 18 (*Notices*).

15.4 **Substitution**

The Issue Deed contains provisions permitting the Issuer to agree, subject to such amendment of the Issue Deed and such other conditions as the Issuer may require but without the consent of the Securityholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to the substitution of any other company (a “**Substitute Company**”) in place of the Issuer or of any previous substituted company, as principal obligor under the Issue Deed and all of the Securities then outstanding. In the case of such a substitution the Issuer may agree, without the consent of the Securityholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to a change of the law governing the Securities and/or the Issue Deed provided that such change would not, in the opinion of the Issuer, be materially prejudicial to the interests of the Securityholders. In addition, the Issue Deed provides that the Issuer shall be required to use all reasonable endeavours to arrange the substitution of a Substitute Company incorporated in another jurisdiction as principal obligor under the Issue Deed in the circumstances described in Security Condition 7.3(a) (*Cancellation for taxation and other reasons*).

The Issue Deed provides that, if a Director or other authorised officer of any Substitute Company certifies that the Substitute Company will be solvent immediately after the time at which the substitution is to be effected, the Issuer shall not have regard to the financial condition, profits or prospects of such Substitute Company or compare the same with those of the Issuer (or any previously substituted company).

For the purposes of this Security Condition 15.4, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Securities, the holders of the Securities are expressly deemed to have consented to the substitution of the Issuer by the Substitute Company and to the release of the Issuer from any and all obligations in respect of the

Securities and all the agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

16. **REPLACEMENT OF BEARER SECURITIES, REGISTERED SECURITIES, RECEIPTS, COUPONS AND TALONS**

If a Bearer Security, Registered Security or (in the case of a Certificate, where applicable) Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws at the specified office of the Principal Paying Agent in London (in the case of the Bearer Securities, Receipts, Coupons or Talons) and the Registrar (in the case of Registered Securities, Receipts, Coupons or Talons) or the registered office of the Issuer or such other Paying Agent, or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Securityholders in accordance with Security Condition 18 (*Notices*), in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Security, Receipt, Coupon or Talon is subsequently presented for payment there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Security, Receipt, Coupon or Talon) and otherwise as the Issuer may require. Mutilated or defaced Securities, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

17. **FURTHER ISSUES**

17.1 The Issuer may from time to time without the consent of the Securityholders or (in the case of Certificates, where applicable) Couponholders, but subject to Security Condition 11 (*Restrictions*), create and issue further securities:

(a) having the same terms and conditions as the Securities in all respects (or in all respects except, in the case of Certificates, where applicable, for the first payment of interest) and so that the same shall be consolidated and form a single series with such Securities (the “**Existing Securities**”) provided that, unless otherwise approved by an Extraordinary Resolution of Securityholders, the Issuer provides additional assets as security for such further securities (“**Further Securities**”) of at least an amount determined either on the Nominal Basis or on the Market Value Basis (as each such term is defined below), as selected by the Issuer and specified in the Supplemental Deed (the “**Basis Selection**”), and the Issuer enters into, or has the benefit of, additional or supplemental Related Agreements extending the terms of any existing applicable Related Agreements to the Further Securities on terms no less favourable than those on which such existing documents and agreements, as so extended, apply to the Existing Securities. Any Further Securities shall be constituted and secured by a deed supplemental to the Issue Deed (the “**Supplemental Deed**”, and so that, upon the execution of the Supplemental Deed, all references to the “**Issue Deed**” shall be construed as being to such document as amended and supplemented by the Supplemental Deed), such further security shall be added to the Secured Property so that the Further Securities and the Existing Securities shall in the case of Secured Securities be secured by the same Secured Property and in the case of Unsecured Securities, have the benefit of the Compartment Property and references in these Security Conditions to “**Securities**”, “**Secured Collateral**”, “**Unsecured Collateral**”, “**Secured Property**”, “**Compartment Property**”, “**Credit Support Document**”, “**Swap Agreement**”, “**Option Agreement**”, “**Repurchase Agreement**” and “**Related Agreement(s)**” shall be construed accordingly; or

(b) in the case of Secured Securities upon terms that such securities form a separate series from the Securities and shall not be secured on the Secured Property for the

Securities. Any such securities shall be secured on, but only on, such property or assets as may be referred to in the relevant conditions and Issue Deed applying to such separate series.

- 17.2 If at any time the Issuer or the Arranger determines, in either case acting in their sole and absolute discretion, that the issue of any Further Securities in respect of the State of Securities would, or may, or (in the determination of the Issuer and/or the Calculation Agent) could reasonably be expected to result in, the Issuer, the Arranger, the Security Trustee and/or any Agent of the Issuer acting in breach of, or failing to comply with, any law, rule, regulation, directive, guidance or similar, to the extent applicable to the Securities, including, without limitation, the AIFMD and/or related legislation, rules or guidance (including, without limitation, any legislation implementing the AIFMD) (such a breach or failure to comply, a “**Regulatory Breach**”), the Issuer shall not issue any Further Securities in respect of the Series until such amendments have been made to the terms and conditions of the Securities and any other documentation relating to the Securities as the Issuer and the Arranger each determines, in its sole and absolute discretion, would avoid a Regulatory Breach by the issuance of Further Securities in respect of the Series.

In connection with the foregoing, by holding any Securities, each Securityholder shall be deemed to have represented and warranted and agreed that it shall use reasonable efforts to give such consents, and enter into such documentation, as the Issuer and the Arranger determine reasonably necessary to give effect to the amendments contemplated in the foregoing paragraph, provided, however, that this shall not require any Securityholder to act adversely to its own interests.

In this Security Condition:

“**Nominal Basis**” means that the additional assets required to be provided by the Issuer in respect of any Further Securities issued or to be issued pursuant to paragraph (a) hereof shall be of a nominal amount which bears the same proportion to the number of the Further Securities as the proportion which the number of such assets forming part of the Secured Property or, the Compartment Property, as the case may be, for the Existing Securities bears to the number of the Existing Securities as at such date;

“**Market Value Basis**” means that the additional assets required to be provided by the Issuer in respect of any Further Securities issued or to be issued pursuant to paragraph (a) hereof shall be the variable E calculated in accordance with the following formula:

$$(A + B) \div C = (D + E + F) \div (G + H)$$

where:

- A = the Value of the assets forming part of the Secured Property or the Compartment Property, as the case may be, for the Existing Securities as at 11.00 a.m. (London time) on the Issue Date of the Existing Securities
- B = the Mark to Market Value of any Related Agreements in respect of the Existing Securities as at 11.00 a.m. (London time) on the Issue Date of the Existing Securities
- C = the total number of the Existing Securities as at the Issue Date of the Existing Securities
- D = the Value of the assets forming part of the Secured Property for the Existing Securities as at 11.00 a.m. (London time) on the London Business Day falling two London Business Days before the Issue Date of the Further Securities (or such

other day as may be selected by the Issuer and specified in the Supplemental Deed)

- E = the Value of the additional assets to form part of the Secured Property or the Compartment Property, as the case may be, for the Existing Securities and the Further Securities required to be provided by the Issuer in respect of the Further Securities as at 11.00 a.m. (London time) on the London Business Day falling 2 (two) London Business Days before the Issue Date of the Further Securities (or such other day as may be selected by the Issuer and specified in the Supplemental Deed)
- F = the Mark to Market Value of any Related Agreements in respect of the Existing Securities, as extended so as to apply also to the Further Securities, as at 11.00 a.m. (London time) on the London Business Day falling 2 (two) London Business Days before the Issue Date of the Further Securities (or such other day as may be selected by the Issuer and specified in the Supplemental Deed)
- G = the total number of the Existing Securities as at the Issue Date of the Further Securities
- H = the total number of the Further Securities as at the Issue Date of the Further Securities

for which purposes:

the **“Mark to Market Value”** of any Related Agreements means the amount (which may be a negative number) determined by the calculation agent under the relevant Agreement (which determination shall be final and binding on all persons in the absence of manifest error), being:

- (i) if such Agreement is a Swap Agreement, the amount that would be payable to the Issuer by the Swap Counterparty pursuant to Section 6(e)(ii)(2)(A) thereof as if all Transactions were being terminated on such date, provided that Market Quotation shall be determined by the calculation agent appointed under the relevant Related Agreement(s) on the basis of quotations, which the calculation agent shall attempt to obtain from at least three Reference Market-makers (as defined in the Swap Agreement) for amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”) and provided that: (A) if more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (B) if exactly three quotations are provided, the quotation remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (C) if two quotations are provided, or if two or more of the quotations are the same, the arithmetic mean of such quotations; and (D) if fewer than two quotations are provided, Market Quotation shall be determined in such other manner as such calculation agent, acting in good faith, may determine; or
- (ii) if such Agreement is a Credit Support Document or an Option Agreement or a Repurchase Agreement, an amount (which may be a negative number) that would be payable to the Issuer by the Swap Counterparty and/or the Swap Counterparty, as the case may be, determined in the manner specified in the

Issue Terms in respect of the Existing Securities or in the Supplemental Deed;

the “**Value**” of any assets forming or to form part of the Secured Property or the Compartment Property, as the case may be, for the Existing Securities and/or the Further Securities means the amount determined by the calculation agent appointed under the relevant Related Agreement(s) on the basis of firm bid price quotations (“**Bid Quotations**”) for such assets which the calculation agent shall attempt to obtain from at least three dealers in such assets as the calculation agent may in its discretion select provided that: (i) if more than three Bid Quotations are provided, Value shall be the arithmetic mean of the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (ii) if exactly three Bid Quotations are provided, the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (iii) if two Bid Quotations are provided, or if two or more of the Bid Quotations provided are the same, the arithmetic mean of such Bid Quotations; and (iv) if fewer than two Bid Quotations are provided, Value shall be determined in such other manner as such calculation agent, acting in good faith, may determine;

all calculations and determinations of any Mark to Market Value or Value shall be performed or made by the calculation agent under the relevant Related Agreement(s), or such other person as may be specified in the Issue Deed or Supplemental Deed and shall be conclusive and binding on all persons in the absence of manifest error, and no liability shall attach to such calculation agent, the Security Trustee or the Issuer in respect thereof; and

the Basis Selection shall be made by the Issuer, acting in its discretion (subject to any commitment to act in accordance with the instructions of any person), which selection shall be conclusive and binding on all persons and no liability in respect thereof shall attach to the Issuer, the Security Trustee (if any) or any other person in accordance with whose instructions the Issuer is required to act; and

“**London Business Days**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

In the Case of Secured Securities the Basis Selection by the Issuer is likely to affect the value of the total amount of the Secured Property charged in favour of the Security Trustee as security for the benefit of the persons having an interest therein, including the holders of the Existing Securities and the Further Securities. In making the Basis Selection, the Issuer (i) will not be required to take into account the interests of the Securityholders, and (ii) may be required to make such selection acting on the instructions of any Swap Counterparty, Option Counterparty, Repurchase Counterparty, Credit Support Provider or any other person. No assurance can be given that the Basis Selection by the Issuer will be such as would result in the Secured Property for the Existing Securities and the Further Securities, or the pro rata interest therein of each holder of the Existing Securities and the Further Securities, having the highest value. Further, any Swap Counterparty, Option Counterparty, Repurchase Counterparty, Credit Support Provider or other person in accordance with whose instructions the Issuer may be required to make such selection, or an affiliate of any of them, may in such capacity or in any other capacity in which it may be acting in respect of the Existing Securities, the Further Securities and/or any arrangements in contemplation thereof or in connection therewith, have an interest in procuring that the Basis Selection will be such as will result in the Secured Property for the Existing Securities and the Further Securities having the lowest value.

Following the issue of any Further Securities, each holder of a Security (whether an Existing Security or a Further Security) will have an equal pro rata share in the Secured Property, as increased in the manner determined by the Basis Selection, and the amount of such pro rata share will be affected by the outcome of the Basis Selection. Any such Related Agreement Counterparty or other person shall be entitled to instruct the Issuer to make the Basis Selection in such manner as it may deem appropriate, without regard to the interests of the holders of the Existing Securities and/or the Further Securities.

The Security Trustee will not have any responsibility for, or any right to control, the Basis Selection and shall not be liable for any loss suffered by any holder of any Existing Security or Further Security or any other person for any Basis Selection made by the Issuer or for any determination of the amount and/or value of any additional assets required to be and/or actually provided by the Issuer in respect of any Further Securities.

18. NOTICES

Notices to the holders of Securities will be mailed to them or, if there is more than one holder of any Registered Security, to the first named holder of that Security at their respective addresses in the Register and will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

In respect of interest bearing Certificates, notices to the holders of Bearer Certificates will be valid if published in a leading daily newspaper of general circulation in London approved by the Security Trustee, if any (which is expected to be the Financial Times). If, in the opinion of the Noteholders (if any), any such publication is not practicable and none of the Certificates are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange, or other stock exchange, notice in respect of such unlisted Certificates will be validly given if published in another leading daily English newspaper of general circulation in Europe approved by the Security Trustee (if any) or otherwise as selected by the Issuer). Any such notice to holders of Bearer Certificates shall be deemed to have been given on the date of publication or, if published more than once or on different dates, on the date of the first such publication as provided above.

If and for so long as any Securities are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Securities will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (iii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerbourse.at).

In respect of interest bearing Certificates, Couponholders and holders of Receipts and Talons shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Certificates in accordance with this Security Condition.

For so long as all of the Securities are represented by a Global Certificate or a Global Warrant and such Global Security is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Securityholders shall be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the

relative accountholders rather than by publication as required by Security Condition 18 above provided that, so long as the Securities are listed on are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Securities will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at). Any such notice shall be deemed to have been given to the Securityholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Securities held by a Securityholder are represented by a Global Security, notices to be given by such Securityholder may be given by such Securityholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

19. REMOVAL, INDEMNIFICATION AND OBLIGATIONS OF THE SECURITY TRUSTEE

In the case of Secured Securities the Issue Deed contains provisions for the appointment, retirement and removal of the Security Trustee. The Issuer may remove and appoint a new Security Trustee in respect of the Securities with the consent of the Option Counterparty (if any) and the Swap Counterparty (if any) and if approved by an Extraordinary Resolution of the Securityholders. The Issuer shall as soon as practicable after the appointment of a new Security Trustee notify the Securityholders of such appointment in accordance with Security Condition 18 (*Notices*).

The Issue Deed contains provisions for the indemnification of the Security Trustee and for its relief from responsibility including for the exercise of any voting rights in respect of the Secured Collateral or for the value, validity, sufficiency and enforceability (which the Security Trustee has not investigated) of the security created over the Secured Property. The Security Trustee is not obliged to take any action under the Issue Deed unless indemnified and/or pre-funded and/or secured to its satisfaction. The Security Trustee and any affiliate is entitled to enter into business transactions with the Issuer, any issuer or guarantor (where applicable) of any of the Secured Collateral, any Credit Support Provider, Swap Counterparty, Option Counterparty, or any of their subsidiary, holding or associated companies without accounting to the Securityholders for profit resulting therefrom.

The Security Trustee is exempted from liability with respect to any loss or theft or reduction in value of the Secured Collateral, from any obligation to insure or to procure the insuring of the Secured Collateral (or any documents evidencing, constituting or representing the same or transferring any rights or obligations thereunder) and from any claim arising from the fact that the Secured Collateral is held in an account with a Clearing Agent in accordance with that relevant Clearing Agent's rules or otherwise held in safe custody by the Custodian or the Sub-Custodian or any custodian selected by the Security Trustee (in each case, if applicable). The Security Trustee is not responsible for supervising the performance by any other person of their obligations to the Issuer.

For the avoidance of doubt, the Security Trustee shall only take action under these Security Conditions and under any Transaction Document if instructed to do so (i) in the case of enforcement of the security, by the relevant person entitled to do so under Security

Condition 9.8(a) (*Realisation of the Secured Property*); or (ii) in all other cases by the Securityholders and shall exercise no discretion on behalf of the Secured Parties. Any reference to the Security Trustee exercising discretion (or agreeing, approving, waiving and/or consenting) in these Security Conditions or in any Transaction Document shall be deemed to mean the Security Trustee acting on the instruction of (i) in the case of enforcement of the security, by the relevant person entitled to do so under Security Condition 9.8(a) (*Realisation of the Secured Property*); or (ii) in all other cases by the Securityholders.

For the purposes of Security Condition 18 (*Notices*), the Issuer expressly accepts and confirms, for the purposes of articles 1278 and 1281 of the Luxembourg civil code, that notwithstanding any assignment, transfer and/or novation permitted under and made in accordance with the provisions of the Issue Deed or any agreement referred to therein to which the Issuer is a party, any security created or guarantee given under the Issue Deed shall be reserved for the benefit of the new Security Trustee (for itself, the Secured Parties, the Securityholders and for the benefit of each Secured Party and each Securityholder).

20. **GOVERNING LAW AND JURISDICTION**

20.1 **Governing Law**

The Issue Deed, the Securities (and in the case of interest bearing Certificates, where applicable), Receipts, Coupons or Talons (if any) and any non-contractual obligations arising out of or in connection to the Issue Deed and the Securities (and in the case of Certificates, where applicable), Receipts, Coupons or Talons are (unless otherwise specified in the Issue Deed) governed by, and shall be construed in accordance with, English law.

20.2 **Jurisdiction**

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Securities (and in the case of interest bearing Certificates, where applicable), Receipts, Coupons or Talons (if any) and accordingly any legal action or proceedings arising out of or in conjunction with the Securities may be brought in such courts (**Proceedings**). The Issuer has in the Issue Deed irrevocably submitted to the jurisdiction of such courts.

20.3 **Agent for Service of Process**

The Issuer has irrevocably appointed the person specified in the Issue Deed as its Agent for Service of Process, at its registered office for the time being, as its agent to receive, for it and on its behalf, service of process in any Proceedings in England.

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

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

TERMS AND CONDITIONS OF THE FIDUCIARY CERTIFICATES AND FIDUCIARY WARRANTS

TAXATION AND LIABILITIES: Potential investors in the Fiduciary Securities are advised to consult their own tax advisers as to the tax consequences of transactions involving the Fiduciary Securities. While the tax consequences for each investor in the Fiduciary Securities may be different, investors should note that under Luxembourg law the Fiduciary is not regarded as the beneficial owner of the Fiduciary Assets. Therefore, it is possible that an investor's tax treatment would depend on the type of income and gains arising from the Fiduciary Assets and the investor's proportionate share of such income and gains. The Fiduciary has no obligation to enquire as to the tax residence or status of any investor in the Fiduciary Securities and/or the tax treatment of such income and gains in the hands of such investors.

Under Fiduciary Security Condition 14.1(Taxation), the Fiduciary shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which arises in relation to transactions involving the Fiduciary Securities or any payment due to the Fiduciary under the Fiduciary Assets. All payments made by the Fiduciary shall be made subject to any such tax, duty, withholding or other payment. The Fiduciary will not be obliged to make any application for treaty relief or claim a refund of tax in relation to any tax withheld in relation to any income and gains. Investors should also note the provisions of Fiduciary Security Condition 9.4 (Appointment of Agents). The following, save for italicised text, is the text of the terms and conditions of the Fiduciary Securities which, subject to completion and amendment and as supplemented, modified or varied in accordance with the provisions of the relevant Issue Deed in relation to a particular Series only, will (subject as provided in "Summary of Provisions relating to Relevant Instruments while in Global Form" and any relevant italicised text) be applicable to the Global Bearer Fiduciary Security(ies) or Global Registered Fiduciary Security(ies) representing each Series and to the Definitive Bearer Fiduciary Securities or Definitive Registered Fiduciary Securities (if any) issued in exchange therefor (each as defined in these Terms and Conditions) and which, subject further to deletion of non-applicable provisions, will be endorsed on such Definitive Bearer Fiduciary Securities or Definitive Registered Fiduciary Securities. Furthermore, in relation to a Series, the corresponding Issue Deed will specify whether the Additional Terms and Conditions set out in Annex 5 in respect of Equity Linked Relevant Securities, Annex 6 in respect of Index Linked Relevant Securities or Annex 7 in respect of Fund Linked Relevant Securities is applicable. Details of applicable definitions for each Series will be set out in the relevant Issue Deed. References in the Fiduciary Security Conditions to "Fiduciary Securities" are to the Fiduciary Securities of either one Series of Fiduciary Certificates or one Series of Fiduciary Warrants only, not to all Fiduciary Securities which may be issued under the Programme.

This Fiduciary Security is one of a Series (as defined below) of Fiduciary Certificates or one Series of Fiduciary Warrants issued on a fiduciary basis by Aldburg S.A. as the fiduciary (the "**Fiduciary**") pursuant to the Fiduciary Agency Agreement (as defined below)). The Fiduciary Securities are issued on a fiduciary basis in the name of the Fiduciary but at the sole risk and for the exclusive benefit of the Fiduciary Securityholders (as defined below) in accordance with the Luxembourg law dated 27 July 2003 relating to trust and fiduciary contracts, as amended (the "**Fiduciary Law**"). In accordance with article 6 of the Fiduciary Law, the Fiduciary has created a separate fiduciary estate (*patrimoine fiduciaire*) (a "**Fiduciary Estate**") for each Series of Fiduciary Securities.

By subscribing to the Fiduciary Securities, or otherwise acquiring the Fiduciary Securities, a holder of Fiduciary Securities expressly acknowledges and accepts that the Fiduciary (i) is subject to the Fiduciary Law and to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the "**Securitisation Law**") and (ii) has created a specific compartment (the "**Compartment**" (within the meaning of article 62 of the Securitisation Law)) corresponding to a separate Fiduciary Estate in respect of the Fiduciary Securities to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Fiduciary Securities acknowledges and accepts the subordination waterfall and the priority of payments (if any) included in the issuance documentation relating to the Fiduciary Securities. Furthermore, the holder of Fiduciary Securities acknowledges and accepts that the obligations of the Fiduciary are solely fiduciary obligations which do not affect

the personal estate of the Fiduciary and that it only has recourse to the Fiduciary Assets and/or the Fiduciary Asset Agreements with respect to a Fiduciary Estate and not to the assets allocated to other compartments or fiduciary estates created by the Fiduciary or to any other assets of the Fiduciary. The holder of Fiduciary Securities acknowledges and accepts that once all the assets allocated to the Fiduciary Estate have been realised, it is not entitled to take any further steps against the Fiduciary to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Fiduciary Securities accepts not to attach or otherwise seize the assets of the Fiduciary allocated to the Fiduciary Estate or to other compartments or fiduciary estates of the Fiduciary or other assets of the Fiduciary. In particular, no holder of Fiduciary Securities shall be entitled to petition or take any other step for the winding-up or the bankruptcy of the Fiduciary.

Each Series of the Fiduciary Securities is issued to fund the acquisition of the Fiduciary Assets (as defined in Fiduciary Security Condition 4 (*Fiduciary Assets and the Fiduciary Contract*)) and/or the entry by the Fiduciary into the Fiduciary Asset Agreements in its own name but at the sole risk and, save as provided in these Fiduciary Security Conditions, for the exclusive benefit of the Fiduciary Securityholders.

Each Fiduciary Security evidences the existence of a fiduciary contract governed by the Fiduciary Law between the Fiduciary and the Fiduciary Securityholders (the "**Fiduciary Contract**") under which the Fiduciary acquires the Fiduciary Assets (and, if applicable, may arrange for the replacement and/or substitution thereof) and/or enters into the Fiduciary Asset Agreements and has conditional payment obligations to each Fiduciary Securityholder equal to the *pro rata* share of the payments of principal, interest or any other sums received by the Fiduciary under the Fiduciary Assets and/or the Fiduciary Asset Agreements and/or conditional delivery obligations to each Fiduciary Securityholder as described in these Fiduciary Security Conditions. The ability of the Fiduciary to meet its obligations to pay principal, interest and any other sums due and perform any other obligation in respect of the Fiduciary Securities will be dependent and be conditional upon the due and timely performance by the Fiduciary Assets Obligor(s) of their obligations in respect of the relevant Fiduciary Assets and Fiduciary Asset Agreement(s) and receipt by the Fiduciary of any monies payable thereunder.

References herein to the "**Fiduciary Securities**" shall be references to the Fiduciary Securities of this Series and shall mean:

- (a) in relation to any Fiduciary Securities represented by a Global Fiduciary Security (a "**Global Fiduciary Security**"), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Fiduciary Security; and
- (c) any definitive Fiduciary Securities in registered form whether or not issued in exchange for a Global Fiduciary Security in registered form.

The Fiduciary Securities are constituted by an Issue Deed dated the issue date (the "**Issue Date**") specified in such Issue Deed (the "**Issue Deed**") and made between, *inter alios*, Aldburg S.A. (the "**Fiduciary**"), the agents specified therein. These Fiduciary terms and conditions (the "**Fiduciary Security Conditions**") apply in relation to each issue of securities for which Fiduciary Certificates or Fiduciary Warrants are the Type of Fiduciary Instruments specified in the relevant Issue Terms (the "**Issue Terms**") set out in the Issue Deed and in such cases references in these Fiduciary Security Conditions to "**Fiduciary Securities**" or a "**Fiduciary Security**" or "**Fiduciary Certificates**" or a "**Fiduciary Certificate**" or "**Fiduciary Warrants**" or a "**Fiduciary Warrant**" shall be to the relevant Fiduciary Certificate(s) or Fiduciary Warrant(s), as applicable and as described in the relevant Issue Terms. By executing the Issue Deed, the Fiduciary Securities have the benefit of an Fiduciary Agency Agreement in respect of the Fiduciary Securities (the "**Fiduciary Agency Agreement**" which expression shall include any amendments or supplements thereto) on the terms

set out in and/or incorporated by reference into the Issue Deed with the persons (if any) executing the Issue Deed in the capacity of Principal Paying Agent (the **“Principal Paying Agent”**) and/or as Paying Agent (the **“Paying Agent”**) and/or as transfer agent (the **“Transfer Agent”**) and/or as registrar (the **“Registrar”**) and/or as calculation agent (the **“Calculation Agent”**) and/or as selling agent (the **“Selling Agent”**) and/or in such other capacity as may be specified in the Issue Deed. References to **“Paying Agents”** shall include the Principal Paying Agent, the Paying Agent, and any substitute or additional principal paying agents and/or paying agents appointed in accordance with the Issue Deed. References to **“Transfer Agents”** shall include the Transfer Agent and any substitute or additional transfer agents appointed in accordance with the Issue Deed. If any person has executed the Issue Deed in the capacity of collateral custodian (the **“Collateral Custodian”**) the Fiduciary and the Collateral Custodian have entered into an agreement (the **“Collateral Custody Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Securities on the terms set out in and/or incorporated by reference into the Issue Deed. **“Agents”** means the Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Collateral Custodian, the Calculation Agent, the Selling Agent or any of them and shall include such further or other person or persons as may be appointed from time to time an agent under the Fiduciary Agency Agreement. References in these Fiduciary Security Conditions to the Collateral Custodian shall include any further or other Collateral Custodian as may be appointed from time to time by the Fiduciary in such capacity and references to the **“Sub-Custodian”** are to the person (if any) specified in the Issue Deed as the sub-custodian of the Collateral Custodian. If any person has executed the Issue Deed in the capacity of swap counterparty (the **“Swap Counterparty”**), the Fiduciary and the Swap Counterparty have by executing the Issue Deed entered into an agreement in respect of the Fiduciary Securities on the terms set out in and/or incorporated by reference into the Issue Deed (such agreement, as supplemented by a confirmation entered into by the Fiduciary and the Swap Counterparty and dated the Issue Date and, if applicable, the Credit Support Annex), the **“Swap Agreement”**, which expression shall include any amendments or supplements thereto). If any person has executed the Issue Deed in the capacity of option counterparty (the **“Option Counterparty”**), the Fiduciary and the Option Counterparty have by executing the Issue Deed entered into an agreement (such agreement, as supplemented by a confirmation entered into by the Fiduciary and the Option Counterparty dated the Issue Date, the **“Option Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Securities on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of repurchase counterparty (the **“Repurchase Counterparty”**), the Fiduciary and the Repurchase Counterparty have by executing the Issue Deed entered into an agreement (the **“Repurchase Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Securities on the terms set out in and/or incorporated by reference into the Issue Deed. If any person has executed the Issue Deed in the capacity of credit support provider (the **“Credit Support Provider”**) and, together with the Swap Counterparty, the Option Counterparty and/or the Repurchase Counterparty are the **“Fiduciary Assets Obligors”**), the Credit Support Provider has executed a letter of credit, guarantee or other credit support document (the **“Credit Support Document”**, which expression shall include any amendments or supplements thereto and, together with the Swap Agreement, the Option Agreement and/or the Repurchase Agreement are the **“Fiduciary Asset Agreements”**) in favour of the Fiduciary in respect of the Fiduciary Securities on the terms set out or summarised in and/or incorporated by reference into the Issue Deed. By executing the Issue Deed the Fiduciary and the person or persons executing the Issue Deed in the capacity of purchaser (the **“Purchaser”**) have entered into an agreement (the **“Purchase Agreement”**, which expression shall include any amendments or supplements thereto) in respect of the Fiduciary Securities on the terms set out in and/or incorporated by reference into the Issue Deed. Each Issue Deed, the Fiduciary Agency Agreement, the Fiduciary Asset Disclosure Documents (if any), the Collateral Custody Agreement (if any), the Fiduciary Asset Agreements (if any), the Purchase Agreement and/or any other document named as a Transaction Document in respect of a Series (as defined below) are together, the **“Transaction Documents”**.

These Fiduciary Security Conditions apply in relation to the Fiduciary Securities in definitive form as completed, modified and amended by the provisions of the Issue Terms and the other provisions of

the Issue Deed. Each reference herein to a specific numbered condition is to such Fiduciary Security Condition as so completed, modified or amended. These Fiduciary Security Conditions include summaries of, and are subject to, the detailed provisions of the Issue Deed. Copies of the relevant Transaction Documents are available for inspection during normal office hours at the principal office of Citibank N.A., London Branch specified in the Issue Deed. The Fiduciary Securityholders (as defined below), the holders (the “**Couponholders**”) of the interest coupons (the “**Coupons**”) appertaining to the interest bearing Fiduciary Certificates in bearer form and, where applicable in the case of such Fiduciary Certificates, talons for further Coupons (the “**Talons**”) and the holders of the instalment receipts (the “**Receipts**”) appertaining to the payment of principal by instalments are deemed to have notice of, and shall be bound by, all of the provisions of the Transaction Documents and any other provisions of the Issue Deed of the relevant Series applicable to them.

These Fiduciary Security Conditions apply to Fiduciary Securities in global form as completed, modified and amended by the provisions of the Issue Terms, the other provisions of the Issue Deed and by the provisions of the relevant Temporary Global Fiduciary Security, Permanent Global Fiduciary Security or Global Registered Fiduciary Security.

In respect of interest bearing Certificates, references in these Fiduciary Security Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Fiduciary Certificates, all Instalment Amounts, Cancellation Amounts, Amortised Face Amounts (each as defined in the Issue Deed) and all other amounts in the nature of principal payable pursuant to Fiduciary Security Condition 8 or any amendment or supplement to it and (ii) “**interest**” shall be deemed to include all Interest Amounts (as defined in Fiduciary Security Condition 5.7 (*Determination and Publication of Interest Rates, Interest Amounts, Cancellation Amounts and Instalment Amounts*)) and all other amounts payable pursuant to Fiduciary Security Condition 5 (*Interest and Other Calculations*).

These Fiduciary Security Conditions apply separately to each series (a “**Series**”) of Fiduciary Securities, being Securities issued by the Fiduciary on the same date, bearing interest (if any and in the case of Fiduciary Certificates only) on the same basis and at the same rate and on terms identical to other Fiduciary Securities of the same Series and identified as forming a Series, together with any Further Fiduciary Securities issued pursuant to Fiduciary Security Condition 19.1(a) (*Further Issues*) and being consolidated and forming a single series with such Fiduciary Securities.

The Fiduciary Securities are unsecured and Unsecured Collateral (if any) will be identified in the Issue Terms. Except where the context otherwise requires, references in these Fiduciary Security Conditions to the “**Unsecured Collateral**” in respect of Unsecured Securities includes any Replacement Unsecured Collateral or Substitute Unsecured Collateral (each as defined in Fiduciary Security Condition 10.5 (*Replacement and/or Substitution of Unsecured Collateral*)) delivered, transferred or assigned to the Fiduciary in accordance with Fiduciary Security Condition 10.5 and any Purchased Unsecured Collateral or Fungible Unsecured Collateral (each as defined in Fiduciary Security Condition 11.3 (*Repurchase Agreement*)) delivered to the Fiduciary pursuant to Fiduciary Security Condition 11.3.

All capitalised items which are not defined in the Fiduciary Security Conditions shall have the meanings given to them in the Issue Deed.

1. **FORM, UNIT VALUE AND TITLE**

1.1 **Form and Unit Value**

The Fiduciary Securities may be issued in bearer form and serially numbered (“**Bearer Fiduciary Securities**”) and, in the case of Fiduciary Certificates issued in bearer form, “**Bearer Fiduciary Certificates**” or in the case of Fiduciary Warrants issued in bearer form, “**Bearer Fiduciary Warrants**”) or in registered form (“**Registered Fiduciary Securities**”) in

each case in unit value (if applicable) of at least EUR 125,000 (one hundred twenty-five thousand euros) and integral multiples of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). If it is stated in the Issue Terms that the form of the Fiduciary Securities is “**Bearer**”, such Securities are Bearer Fiduciary Securities. If it is so stated that the form of the Fiduciary Securities is “**Registered**”, such Securities are Registered Fiduciary Securities. Unless otherwise stated in the Issue Terms, the form of all of the Fiduciary Securities of a particular Series on issue will be the same.

Interest bearing Bearer Fiduciary Certificates are issued with Coupons (and, where appropriate, a Talon) attached. Any Bearer Fiduciary Certificate, the units of which is redeemed in instalments, may be issued with one or more Receipts attached. In the case of Fiduciary Certificates which do not bear interest, references to interest (other than in relation to interest due after the Exercise Date), Coupons and Talons in these Fiduciary Security Conditions are not applicable.

1.2 Title

All Registered Fiduciary Certificates of the same Series shall have the same unit value. The applicable Issue Deed will specify whether any Registered Fiduciary Securities are to be issued in the form of definitive registered Fiduciary Certificates (“**Definitive Registered Fiduciary Securities**”) or in the form of global registered Fiduciary Certificates (“**Global Registered Fiduciary Securities**”) and, together with the Definitive Registered Fiduciary Securities, the “**Registered Fiduciary Securities**”).

Title to the Bearer Fiduciary Securities and, in the case of Fiduciary Certificates, the Receipts, Coupons and Talons thereof (if any) shall, in compliance with applicable law, pass by delivery. Title to the Registered Fiduciary Securities shall pass by registration in the register (the “**Register**”) which the Fiduciary shall procure to be kept by the Registrar in accordance with the provisions of the Fiduciary Agency Agreement.

The Fiduciary may be required to obtain certain identification information from Fiduciary Securityholders in order to comply with certain legal obligations under Luxembourg or other applicable laws. In such case the Fiduciary may, in accordance with Fiduciary Security Condition 20 (*Notices*), send one or more information requests to Fiduciary Securityholders (a “**Securityholder Information Request**”). Each Fiduciary Securityholder receiving a Securityholder Information Request is required to (i) provide the Fiduciary within 8 Business Days (or such other period as may be specified in the Securityholder Information Request (which for the avoidance of doubt may be a shorter or a longer period)) of receipt of a Securityholder Information Request with the information requested by the Fiduciary for identification purposes and/or (ii) inform the Fiduciary, as soon as possible and in any case no later than 8 Business Days (or such other period as may be specified in the Securityholder Information Request) after the relevant change occurred, of any changes relating to the information provided to the Fiduciary pursuant to limb (i) above (a “**Securityholder Identification Requirement**”).

The Fiduciary may specify particular Securityholder Identification Requirements in a Securityholder Information Request.”

“**Securityholder Identification Failure**” means the relevant Securityholder has failed to comply with the Securityholder Identification Requirement and such failure is continuing for 3 Business Days.

In the event of a Securityholder Identification Failure, the Fiduciary may, in its sole and absolute discretion, deem such event to constitute a Securityholder Identification Event,

pursuant to Fiduciary Security Condition 8.5 (*Cancellation following a Securityholder Identification Event*).

Except as ordered by a court of competent jurisdiction or an official authority or as required by law, the holder (as defined below) of any Bearer Fiduciary Security, in the case of Fiduciary Certificates, the Receipts, Coupons and Talons thereof (if any), shall be deemed to be and may be treated as the absolute owner of such Bearer Fiduciary Security for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bearer Fiduciary Security, Receipt, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone and no person will be liable for so treating the holder.

In these Fiduciary Security Conditions, “**Securityholder**” or “**Fiduciary Securityholder**” means the bearer of any Bearer Fiduciary Security and (in the case of Fiduciary Certificates) the Receipts relating to it or the person whose name is entered in the Register as the holder of a Registered Fiduciary Security (as the case may be) and “**holder**” (in relation to a Fiduciary Security and, in the case of a Fiduciary Certificate, also in relation to Receipts, Coupons and Talons) means the bearer of any Fiduciary Security or the person whose name is entered in the Register as the holder of a Registered Fiduciary Security (as the case may be).

1.3 **Purchase of Securities**

The number of Securities which may be purchased by a proposed investor must be equal to the Minimum Purchase Amount and integral multiple of EUR 1,000 (one thousand euros) in excess thereof, up to and including EUR 249,000 (two hundred forty-nine thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date). All Securities of the same Series shall have the same Minimum Purchase Amount.

“**Minimum Purchase Amount**” means the minimum number of Securities that may be sold to an investor as specified in the applicable Issue Terms, subject to a minimum of EUR125,000 (one hundred twenty-five thousand euros) (or the equivalent amounts in any other currency determined using the market exchange rate as at the Issue Date).

2. **TRANSFERS OF REGISTERED FIDUCIARY SECURITIES**

2.1 **Transfer and Exchange of Registered Fiduciary Securities**

Unless otherwise provided in the applicable Issue Deed, the following conditions will apply to each Series of Registered Fiduciary Securities to be sold in compliance with Regulation S under the Securities Act.

One or more Registered Fiduciary Securities may be transferred upon the surrender, at the specified office of the Registrar or any Transfer Agent, of the Definitive Registered Fiduciary Security or Definitive Registered Fiduciary Securities relating to the Registered Fiduciary Securities to be transferred, together with the form of transfer endorsed on such Definitive Registered Fiduciary Security(ies) duly completed and executed and such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Fiduciary Securities represented by one Definitive Registered Fiduciary Security, a new Definitive Registered Fiduciary Security will be issued to the transferee in respect of the part transferred and a further new Definitive Registered Fiduciary Security in respect of the balance of the holding not transferred will be issued to the transferor. In no event may the Registrar or any Transfer Agent register the transfer of a Registered Fiduciary Security or an Definitive Registered Fiduciary Security in violation of

the restrictive legend (if any) set forth on the face of such Definitive Registered Fiduciary Security.

Global Registered Fiduciary Securities shall be transferred in the same manner as described above.

2.2 **Exercise of Options or Partial Exercise in respect of Registered Fiduciary Securities**

In the case of an exercise of an Issuer's or a Securityholder's option in respect of, or an exercise of a part of, a holding of Registered Fiduciary Securities represented by a single Definitive Registered Fiduciary Security, a new Definitive Registered Fiduciary Security shall be issued to the holder in respect of the balance of the holding not subject to the exercise of such option or, as the case may be, to be exercised. New Definitive Registered Fiduciary Securities shall only be issued against surrender of the existing Definitive Registered Fiduciary Securities to the Registrar or any Transfer Agent.

2.3 **Delivery of new Definitive Registered Fiduciary Securities**

Each new Definitive Registered Fiduciary Security to be issued pursuant to Fiduciary Security Condition 2.1 or 2.2 above will be available for delivery within five business days of surrender of the relevant Definitive Registered Fiduciary Security and, if applicable, receipt of the relevant request for exchange, form of transfer or notice of exercise together with such other evidence (if any) as may be required pursuant to the relevant Fiduciary Security Condition. Delivery of new Definitive Registered Fiduciary Security(ies) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom surrender of such Definitive Registered Fiduciary Security and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, notice of exercise or otherwise in writing, shall be mailed at the risk of the holder entitled to the new Definitive Registered Fiduciary Security to such address as may be so specified. In this Fiduciary Security Condition 2.3 "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar (as the case may be) to whom surrender of such Definitive Registered Fiduciary Security and, if applicable, delivery of such request, form of transfer or notice of exercise shall have been made.

2.4 **Exchange and transfer free of charge**

Exchange and transfer of Definitive Registered Fiduciary Securities on registration or transfer will be effected without charge by or on behalf of the Fiduciary, the Registrar or the Transfer Agents, but upon payment by the relevant Securityholder (or the giving by the relevant Securityholder of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

2.5 **Closed periods**

No Securityholder may require the transfer of a Registered Fiduciary Security to be registered (a) during the period of 15 calendar days ending on the due date for exercise of, that Security, (b) during the period of 15 calendar days prior to any date on which Securities may be exercised by the Fiduciary at its option pursuant to Fiduciary Security Condition 8.8 (*Cancellation at the Option of the Fiduciary*), (c) after any such Security has been drawn for exercise in whole or in part or (d) during the period of seven days ending on (and including) any Record Date (as defined below).

3. STATUS

3.1 Status

The Fiduciary Securities are limited recourse obligations of the Fiduciary and are unsecured, ranking *pari passu* without any preference among themselves and recourse in respect of which is limited in the manner described in Fiduciary Security Condition 4.2 (*The Fiduciary Contract*). They may be subordinated in relation to payment obligations under the Fiduciary Asset Agreements. The Fiduciary Securities do not constitute direct debt obligations of the Fiduciary but are fiduciary obligations of the Fiduciary in accordance with the Fiduciary Law.

3.2 Non-applicability

Where no reference is made in the Issue Deed to any Fiduciary Asset Agreements, Collateral Custodian, Sub-Custodian or Selling Agent, references in these Fiduciary Security Conditions to any such document or agreement and to any Fiduciary Assets Obligor, Collateral Custodian, Sub-Custodian or Selling Agent, as the case may be, shall not be applicable.

4. Fiduciary Assets and the Fiduciary Contract

4.1 The Fiduciary Assets

The applicable Issue Terms may include summaries of, and is subject to, the detailed provisions of the Fiduciary Asset Agreements (the "**Fiduciary Asset Agreements**") and the Fiduciary Asset Disclosure Documents (if any) (the "**Fiduciary Asset Disclosure Documents**"), in each case as specified in the applicable Issue Terms. The assets specified as Fiduciary Assets in the applicable Issue Terms, together with all related amounts and rights of a holder thereof are referred to as the "**Fiduciary Assets**". The obligors in respect of the Fiduciary Assets and Fiduciary Asset Agreements set out in the applicable Issue Terms are referred to as the "**Fiduciary Assets Obligors**" and each a "**Fiduciary Assets Obligor**".

The Fiduciary Assets may comprise securities and/or contractual or other rights and/or any other assets including, without limitation, (a) notes, bonds, shares, interests in partnership(s), securities providing the holder thereof with similar rights to those of a shareholder or a partner, gilts, cash deposits denominated in any currency, futures, options, swaps, commodity futures, commodity options, invoices, receivables, leases and loan and lease portfolios, bills of exchange, acceptance credits and all other documents of title relating to the movement of goods, commercial paper, promissory notes and any other negotiable or transferable instruments and any other financial obligations assigned to or acquired by the any other agreed assets and/or (b) all funds in respect of the Fiduciary Assets and assets, sums and/or property derived therefrom or into which such assets are exchanged or converted and/or (c) agreements in relation to options, swaps and/or repurchases.

Each Fiduciary Assets Obligor under a Fiduciary Asset Agreement has agreed that its obligations in respect of the relevant Fiduciary Asset Agreements or other Fiduciary Assets rank as specified in this Fiduciary Security Condition 4 or otherwise in the applicable Issue Terms. Certain Fiduciary Assets Obligors may benefit from a security interest granted by the Fiduciary over the Fiduciary Assets or the rights under the Fiduciary Asset Agreements for the purpose of securing its payment or delivery obligations in connection with the relevant Fiduciary Assets or Fiduciary Asset Agreements.

4.2 The Fiduciary Contract

The Fiduciary Security Conditions form part of each Fiduciary Contract and set out the rights of each Securityholder under the Fiduciary Contract and certain duties, powers and discretions of the Fiduciary. Further the Fiduciary will account to the Fiduciary Securityholders for all payments of principal, interest or any other sums received under the Fiduciary Asset Agreements and Fiduciary Assets, in such manner as to give effect to the Fiduciary Security Conditions. The Fiduciary makes no representation or warranty and assumes no liability for, or responsibility or obligation in respect of, the legality, validity or enforceability of the Fiduciary Asset Agreements, the Fiduciary Assets or any of them, the performance and observance by any Fiduciary Assets Obligor of its obligations in respect of the Fiduciary Asset Agreements or the recoverability of any monies due or to become due under the Fiduciary Asset Agreements or the Fiduciary Assets. The Fiduciary is under no obligation to seek or maintain any insurance in respect of any Fiduciary Assets or any part of the Fiduciary Assets.

Unless otherwise specified in the applicable Issue Terms, the Fiduciary shall be under no obligation to the Fiduciary Securityholders other than that of faithful performance of its undertakings, duties, rights, powers and discretions under the Fiduciary Contract as set forth above and, in the event of a cancellation for taxation and other reasons (pursuant to Fiduciary Security Condition 8.3) or a cancellation at the option of the Fiduciary (pursuant to Fiduciary Security Condition 8.6) or a cancellation following an Administrator/Benchmark Event (as defined in Fiduciary Security Condition 8.4) or a cancellation following a Securityholder Identification Event (as defined in Fiduciary Security Condition 8.5) or on an exercise, purchase or cancellation (pursuant to Fiduciary Security Condition 8) or an Event of Default (as defined in Fiduciary Security Condition 15), shall be under no obligation to apply the proceeds of any rights of set-off, banker's lien or counterclaim arising out of other transactions between the Fiduciary and any Fiduciary Assets Obligor in payment of the Securities. Unless otherwise specified in the applicable Issue Terms, the Fiduciary shall have no obligation to monitor the performance of any Fiduciary Assets Obligor and is under no obligation to disclose information relating to the Fiduciary Assets and/or the Fiduciary Asset Agreements. Neither the Fiduciary nor any of its Affiliates will be precluded from making any contracts or entering into any business transaction in the ordinary course of their business with any Fiduciary Assets Obligor or from owning in any capacity any Fiduciary Securities, and neither the Fiduciary nor any of its Affiliates will be accountable to the Fiduciary Securityholders for any profits resulting therefrom. The Fiduciary may consult on any legal matter with any legal advisers selected by it and shall incur no liability for actions taken, or suffered to be taken, with respect to such matter in good faith in reliance upon the opinion of such legal advisers, unless the Fiduciary has been grossly negligent (*faute grave*) or is guilty of wilful misconduct (*dol, faute intentionnelle*).

Consistent with the Fiduciary Law, Securityholders have no direct right of action against any Fiduciary Assets Obligor to enforce their rights under the Securities or to compel any Fiduciary Assets Obligor to comply with its obligations under a Fiduciary Asset Agreement or in relation to a Fiduciary Asset, even in the case of the Fiduciary's failure to act or the insolvency of the Fiduciary. However, if, under the Fiduciary Assets and/or Fiduciary Asset Agreements, the Fiduciary is entitled and, furthermore, has, pursuant to the relevant Fiduciary Contract, become obliged to take legal action against a Fiduciary Assets Obligor and has failed to take such action within a reasonable time, then (if and to the extent such failure is continuing), each Fiduciary Securityholder is entitled to institute indirect legal action (action oblique) in accordance with the relevant provisions of the Luxembourg civil code against the Fiduciary Assets Obligor in lieu of the Fiduciary and on its behalf.

The rights of the Fiduciary in respect of the Fiduciary Asset Agreements and other Fiduciary Assets are Fiduciary Assets of the Fiduciary and are held for the exclusive benefit (save as provided in these Fiduciary Security Conditions) and at the sole risk of the Fiduciary

Securityholders. In a liquidation of the Fiduciary, the Fiduciary Assets are not part of the estate of the Fiduciary. They may be attached only by persons whose rights exist as a result of the creation and existence of the Fiduciary Assets.

The Fiduciary Securities do not constitute direct debt obligations of Aldburg S.A. or Cirdan or any Affiliate of Cirdan, i.e. obligations that affect the personal estate of Aldburg S.A. but are solely fiduciary obligations of the Fiduciary in accordance with the Fiduciary Law and may only be satisfied out of the Fiduciary Assets and Fiduciary Asset Agreements of the relevant Series. The ability of the Fiduciary to meet its obligations to pay principal, interest and any other sums due and perform any other obligation in respect of the Fiduciary Securities will be dependent and conditional upon the due and timely performance by the Fiduciary Assets Obligors of their obligations in respect of the relevant Fiduciary Assets and receipt by the Fiduciary of any monies payable or assets deliverable thereunder.

No other assets of the Fiduciary will be available for payments of any amounts not received and/or deliveries of assets not delivered under the relevant Fiduciary Asset Agreements or Fiduciary Assets and any shortfall will be borne exclusively by the Noteholders.

5. FIDUCIARY CERTIFICATE INTEREST AND OTHER CALCULATIONS

5.1 Fiduciary Certificate Interest Rate and Accrual

Each interest bearing Fiduciary Certificate bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate specified in the Issue Terms, such interest being payable in arrear on each Interest Payment Date.

Investors should note that, for so long as any Fiduciary Certificate is represented by a Global Bearer Fiduciary Certificate or Global Registered Fiduciary Certificate, as the case may be, held by a Clearing Agent, interest in respect of any Interest Payment Date shall be payable to such persons who are reflected in the records of the relevant Clearing Agent as holders of the Fiduciary Certificate.

Interest will cease to accrue on each Fiduciary Certificate on the due date for repayment unless upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) at the Interest Rate in the manner provided in this Fiduciary Security Condition 5 to the Relevant Date.

5.2 Business Day Convention

If any date referred to in these Fiduciary Security Conditions which is specified in the Issue Terms to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Relevant Business Day, then, if the Business Day Convention specified is (a) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Relevant Business Day and (ii) each subsequent such date shall be the last Relevant Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day, (c) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Relevant Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Relevant Business Day or (d)

the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Relevant Business Day.

5.3 Interest Rate on Floating Rate Fiduciary Certificates

If the Interest Rate is specified in the Issue Terms as being Floating Rate, then subject to the addition or subtraction of any Margin (which shall have the meaning specified in the relevant Issue Terms) or to any other adjustment provided for in Fiduciary Security Condition 5.5 below, the Interest Rate for each Interest Period will be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period in accordance with the following:

- (a) If the Primary Source for the Floating Rate is a Page, subject as provided below, the Interest Rate shall be:
 - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (ii) otherwise the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date.

- (b) If the Primary Source for the Floating Rate is Reference Banks or if Fiduciary Security Condition 5.3(a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if Fiduciary Security Condition 5.3(a)(ii) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to major banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.
- (c) If Fiduciary Security Condition 5.3(b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) which the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Relevant Currency which at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or if the Relevant Currency is euro, in the Euro-zone (the **Principal Financial Centre**) as selected by the Calculation Agent are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (i) to leading banks carrying on business in Europe, or, if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (ii) to leading banks carrying on business in the Principal Financial Centre: except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin or Maximum or Minimum Interest Rate applicable to the preceding Interest Period and to the relevant Interest Period).

5.4 Interest Rate on Zero Coupon Fiduciary Certificates

As from the Exercise Date, the Interest Rate for any overdue principal in respect of a Fiduciary Certificate the Interest Rate of which is specified in the Issue Terms to be Zero Coupon shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Security Condition 8.7 (*Early Cancellation of Zero Coupon Fiduciary Certificates*)).

5.5 Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Cancellation Amounts, and Rounding

- (a) If any Margin is specified in the Issue Terms (either (i) generally, or (ii) in relation to one or more Interest Periods), an adjustment shall be made to all Interest Rates, in the case of (i), or the Interest Rates for the specified Interest Periods in the case of (ii), calculated in accordance with Fiduciary Security Condition 5.3 above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to Fiduciary Security Condition 5.5(b) below.
- (b) If any Maximum or Minimum Interest Rate, Instalment Amount or Cancellation Amount is specified in the Issue Terms, then any Interest Rate, Instalment Amount or Cancellation Amount shall be subject to such maximum or minimum as the case may be. Unless otherwise stated in the applicable Issue Terms the Minimum Interest Rate shall be deemed to be zero.
- (c) For the purposes of any calculations required pursuant to these Fiduciary Security Conditions (unless otherwise specified), (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up) (ii) all figures will be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up) save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, **unit** means, with respect to any currency other than euro, the lowest amount of such currency which is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

5.6 Interest Calculations

The amount of interest payable in respect of any Fiduciary Certificate for any period shall be calculated as the product of:

- (a) the Interest Rate;
- (b) (i) in the case of Fiduciary Certificates which are represented by a Global Bearer Fiduciary Certificate or a Global Registered Fiduciary Certificate (as applicable), such Fiduciary Certificate's *pro rata* share of the aggregate outstanding nominal amount of the Fiduciary Certificates represented by such Global Bearer Fiduciary Certificate or Global Registered Fiduciary Certificate (as applicable) as of the first day of such period; or (ii) in the case of Certificates in definitive form, the Calculation Amount; and
- (c) the applicable Day Count Fraction,

unless an Interest Amount (or a formula for its calculation) is specified in the Issue Deed in respect of such period, in which case the amount of interest payable in respect of such

Certificate for such period will equal such Interest Amount (or be calculated in accordance with such formula).

Where the unit value of Fiduciary Certificates in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Fiduciary Certificates shall be the product of the Interest Amount (determined in the manner provided above) for the relevant Calculation Amount and the amount by which the relevant Calculation Amount is multiplied to reach the unit value, without any further rounding.

5.7 **Determination and Publication of Interest Rates, Interest Amounts, Cancellation Amounts and Instalment Amounts**

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Cancellation Amount or Instalment Amount, obtain any quotation or make any determination or calculation, the Calculation Agent will determine the Interest Rate and calculate the amount of interest payable (the “**Interest Amounts**”) in respect of each Fiduciary Certificate for the relevant Interest Period, calculate the Cancellation Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Cancellation Amount or any Instalment Amount to be notified to the Issuer, the Principal Paying Agent, the Registrar, each of the Paying Agents, the Fiduciary Certificateholders and, for so long as the Fiduciary Certificates are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as reasonably practicable after their determination but in no event later than (a) (except in the case of notices to the Fiduciary Certificateholders) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate, Interest Payment Date and Interest Amount, or (b) in all other cases, the fourth Relevant Business Day after such determination, and in any event not later than the relevant payment date. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made with the prior written consent of the Fiduciary Certificateholders, by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Fiduciary Certificates become due and payable under Fiduciary Security Condition 15 (*Events of Default*), the Interest Rate payable in respect of the Fiduciary Certificates shall nevertheless continue to be calculated as previously in accordance with this Fiduciary Security Condition but no notification of the Interest Rate or the Interest Amount so calculated need be made. The determination of each Interest Rate, Interest Amount, Cancellation Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

5.8 **Definitions**

In these Fiduciary Security Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Benchmark**” means with respect to a Series, any benchmark, interest rate, index or price source, including EURIBOR, LIBOR, LIBID, LIMEAN or such other benchmark as may be specified as the Benchmark in the Issue Terms, which is relevant to (i) a payment on the Fiduciary Securities of such Series by the Fiduciary; and/or (ii) the Unsecured Collateral.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the “**Calculation Period**”):

- (a) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if “**Actual/365 (Fixed)**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 365;
- (c) if “**Actual/360**” is specified in the Issue Terms, the actual number of days in the Calculation Period divided by 360;
- (d) if “30/360”, “360/360” or “Certificate Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (e) if “30E/360” or “EuroNote Basis” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (f) if “30E/360 (ISDA)” is specified in the applicable Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the Issue Deed or, if none is so specified, the first day of the Interest Period to which such Interest Determination Date relates.

“**Euro-zone**” means the region comprising the member states of the European Union that adopt the euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended by the Treaty of European Union as amended by the Treaty of Amsterdam.

“**Fiduciary Certificates Currency**” means the currency in which the Fiduciary Certificates are denominated.

“**Interest Commencement Date**” means the Issue Date of the Fiduciary Certificates or such other date as may be specified as such in the Issue Deed.

“Interest Determination Date” means, with respect to an Interest Rate and Interest Period, the date specified as such in the Issue Deed or, if none is so specified, the first day of such Interest Period if the Relevant Currency is sterling or the day falling two Relevant Business Days in London prior to the first day of such Interest Period if the Relevant Currency is not sterling.

“Interest Payment Date” means each date specified as such in the Issue Terms.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first 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.

“Interest Rate” means the rate of interest payable from time to time in respect of this Certificate and which is either specified in, or calculated in accordance with the provisions of, the Issue Terms (after adding or subtracting any Margin or making any other adjustment provided for in Fiduciary Security Condition 5.5 above).

“Page” means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuter Monitor Money Rates Service (“**Reuters Screen**”), the Dow Jones Telerate Service (“**Telerate**”) and the Bloomberg service (“**Bloomberg Screen**”)) as may be specified as such in the Issue Terms for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other page as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“Reference Banks” means the institutions specified as such in the Issue Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) which is most closely connected with the Benchmark or, if the Relevant Currency is euro, the Euro-zone.

“Relevant Business Day” means:

- (a) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in each of the financial centres specified for this purpose in the Issue Terms; and
- (b) in the case of a payment in euro, a day on which TARGET 2 is open.

“Relevant Currency” means the currency specified as such in the Issue Terms or if none is specified, the Fiduciary Certificates Currency.

“Relevant Date” means, in respect of any Fiduciary Certificate, Receipt or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Certificateholders in accordance with Fiduciary Security Condition 20 (*Notices*) that, upon further presentation of the Certificate, Receipt or Coupon being made in accordance with the Fiduciary Security Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre specified as such in the Issue Terms or,

if none is so specified the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected or if the Relevant Currency is euro, London.

“Relevant Rate” means the Benchmark for a Representative Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Issue Terms or, if none is specified, the local time in the Relevant Financial Centre (or, if the Relevant Financial Centre is the Euro-zone, Central European Time) at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre.

“Representative Amount” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such in the Issue Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Duration” means with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified as such in the Issue Terms or, if none is specified, a period of time equal to the relevant Interest Period, ignoring any adjustment pursuant to Fiduciary Security Condition 5.2.

“TARGET 2” means the Trans-European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System.

6. AMERICAN STYLE AND BERMUDAN STYLE EXERCISE RIGHTS

The Issue Terms will indicate whether such Securities have an American Style or Bermudan Style Exercise Right.

6.1 American Style Exercise

If **“American Style Exercise Right”** is specified as applicable in the Issue Terms, a Securityholder has the right to exercise any Security in exchange for a Cash Settlement Amount, as provided in this Fiduciary Security Condition 6.1, subject to compliance with applicable fiscal or other laws and regulations and to the applicable provisions of this Fiduciary Security Condition 6. American Style Exercise Rights may be exercised only in respect of a whole number of Securities. Subject to, in the case of Fund Linked Fiduciary Securities, the independent right of the Fiduciary and/or the Securityholder separately (as applicable) to make an Asset Settlement Election, any Security may be exercised, at the option of a Securityholder, at any time on or after the Option Commencement Date (as defined in the Issue Terms) and up to the Option Expiration Time on the Option Expiration Date (as defined in the Issue Terms) (but in no event thereafter).

6.2 Bermudan Style Exercise

If **“Bermudan Style Exercise Right”** is specified as applicable in the Issue Terms, a Securityholder has the right to exercise any Security in exchange for a Cash Settlement Amount, as provided in this Fiduciary Security Condition 6.2, subject to compliance with applicable fiscal or other laws and regulations and to the provisions of this Fiduciary Security Condition 6. Bermudan Style Exercise Rights may be exercised only in respect of a whole number of Securities. Subject to, in the case of Fund Linked Securities, the independent right of the Fiduciary and/or the Securityholder separately to make an Asset Settlement

Election, any Security may be exercised, at the option of a Securityholder, on any Potential Exercise Date (as defined in the Issue Terms).

“**Asset Settlement Election**” means in respect of Fund Linked Securities, where specified as applicable in the Issue Terms, (i) the exercise of the Fiduciary's right to deliver Fund Interests to a Securityholder on a Securityholder's exercise of its American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in respect of a Security or (ii) the exercise of a Securityholder's right to receive Fund Interests on the exercise of its American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in lieu of receipt of payment of the Cash Settlement Amount in respect of such Fund Linked Fiduciary Security, as further described in Fiduciary Security Condition 6.3 below.

“**Cash Settlement Amount**” in respect of the Fiduciary Securities of a relevant Series shall have the meaning given to it in the Issue Terms.

6.3 Fund Linked Asset Settlement Alternative

In respect of Fund Linked Fiduciary Securities, if Asset Settlement Election is specified as applicable in the Issue Terms, a Securityholder shall be entitled when exercising its Exercise Right to elect to receive Fund Interests. Such Asset Settlement Election shall be specified in the Exercise Notice (as defined below) to be delivered to the Paying Agent, failing which and subject to the Fiduciary's right to make an Asset Settlement Election (if such right is given to the Fiduciary), the Fiduciary shall deliver the Cash Settlement Amount to the Securityholder.

If so specified in the Issue Terms, the Fiduciary shall (on the instruction of the Option Counterparty) be entitled, in the event that the Securityholder fails to make an Asset Settlement Election (if such right is given to the relevant Securityholder), to elect for the delivery of a Fund Interests in lieu of payment of all or some of the Cash Settlement Amount by giving written notice of its election (an “**Asset Settlement Election Notice**”) no later than three Relevant Business Days after the Exercise Date (as defined below), to the address (or, if a fax number is provided, that number) specified for that purpose in the relevant Exercise Notice, with a copy to the Calculation Agent and the Paying Agent.

Pursuant to an Asset Settlement Election by either the Fiduciary or the Securityholder, as the case may be, the Fiduciary shall deliver the Fund Interests on the date that would have been the Settlement Date but for the Asset Settlement Election.

6.4 Procedure for Exercise

- (a) To exercise the American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in respect of any Security, the Securityholder must complete, execute and deposit at his own expense during normal business hours at the specified office of any Paying Agent, a notice of exercise (an “**Exercise Notice**”) in the form (for the time being current) obtainable from the specified office of each Paying Agent, together with any amount (including, in the case of Fiduciary Warrants, the Exercise Price), to be paid by the Securityholder pursuant to this Fiduciary Security Condition 6.

The Exercise Notice shall be deposited together with the relevant Security(ies).

An Exercise Notice must:

- (i) specify the name and address of the relevant Securityholder or its designated agent or such other name and address as directed by the Securityholder;

- (ii) specify the number of Securities that are the subject of the American Style Exercise Right or Bermudan Style Exercise Right (as applicable);
- (iii) in the case of Fund Linked Fiduciary Securities specify Asset Settlement Election, if applicable;
- (iv) specify the account details required for payment of any cash amounts (including, without limitation, any dividends, the Cash Settlement Amount or in the case of Fund Linked Fiduciary Securities, the Disruption Cash Settlement Amount (as defined below));
- (v) specify any account details required for the delivery of any Fund Interests;
- (vi) include an undertaking to pay (A) the relevant Exercise Price(s) in the case of Fiduciary Warrants and (B) all costs and expenses of effecting the delivery any Fund Interests or the Cash Settlement Amount and any stamp, issue, registration or other similar taxes and duties (if any) arising on exercise in the country in which the Security is deposited for exercise or payable in any jurisdiction to the order of the exercising Securityholder (the “**Exercise Expenses**”); and
- (vii) authorise the production of such Exercise Notice in any applicable administrative or legal proceedings.

In the case of Securities represented by a Global Bearer Fiduciary Security or a Global Registered Fiduciary Security the Exercise Notice must in addition (A) specify the number of Securities that are the subject of the American Style Exercise Right or Bermudan Style Exercise Right (as applicable); (B) specify the number of the account with the relevant Clearing Agent to be debited with the Fiduciary Securities being exercised; and (C) irrevocably instruct and authorise the relevant Clearing Agent to debit on or before the Settlement Date such account with such Securities and authorise the Paying Agent to so direct the relevant Clearing Agent on behalf of the relevant Securityholder;

In addition, if the Fiduciary Securities are in global form, the Exercise Notice must include an authorisation for the relevant Clearing Agent to deduct an amount in respect thereof from any cash amounts referred to in (iv) above and/or to debit a specified account which shall be an account with the Clearing Agent in respect thereof.

“**Clearing Agent**” means Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., or such other clearing system as may be specified in the Issue Terms.

Failure to properly complete and deliver an Exercise Notice may result in such Exercise Notice being treated as null and void. Any determination as to whether such Exercise Notice has been properly completed and delivered as provided in these Fiduciary Security Conditions shall be made, in the case of Securities in definitive form, by the relevant Paying Agent after consultation with the Fiduciary, and shall be conclusive and binding on the Fiduciary and the relevant Securityholder.

In the case of Securities represented by a Global Bearer Fiduciary Security or a Global Registered Fiduciary Security by the Clearing Agent, any determination as to whether such Exercise Notice has been properly completed and delivered as provided in these Fiduciary Security Conditions shall be made by the Clearing Agent in consultation with the relevant Agent, after consultation with the Fiduciary and shall be conclusive and binding on the Fiduciary and the relevant Securityholder.

- (b) A Securityholder exercising American Style Exercise Rights or Bermudan Style Exercise Rights (as applicable) will be required to certify in the relevant Exercise Notice (a “**U.S. Certification**”) that such exercise is being made outside of the United States (as such term is defined in Regulation S of the U.S. Securities Act of 1933 (“**Regulation S**”)) and it, in the case of Fund Linked Fiduciary Securities, any person for whom it is acquiring any Fund Interests, is not a U.S. person (as such term is defined in Regulation S) and it is not acting as agent for, or on behalf of, a U.S. person.
- (c) As a condition precedent to exercise, the Securityholder must pay to such Paying Agent (or make arrangements satisfactory to the Paying Agent for the payment of) all Exercise Expenses and any Exercise Price(s).
- (d) With respect to an American Style Exercise Rights, the date on which any Security (if in definitive form), together with (in the case of Fiduciary Certificates, where applicable) all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith, and the Exercise Notice relating thereto are deposited with a Paying Agent, or on which the conditions precedent to the exercise are fulfilled, whichever shall be later, shall be the “**Option Exercise Date**” in respect of such Security. The request for exercise shall be deemed to have been made, and accordingly the exercise will become effective at 23.59 hours (London time) on the Option Exercise Date applicable to the relevant Security (and the next London Business Day shall be the “**Exchange Date**” in respect of such Security). An Exercise Notice once delivered shall be irrevocable.
- (e) With respect to a Bermudan Style Exercise Right, if a Security (if in definitive form), together with (in the case of Fiduciary Certificates, where applicable) all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith, and the Exercise Notice relating thereto are deposited with a Paying Agent, after 10.00 a.m., Luxembourg or Brussels time (as appropriate), on any Potential Exercise Date, such Exercise Notice will be deemed to have been delivered on the next Exercise Date (or if such Exercise Date is not an Exercise Business Day, the immediately following Exercise Business Day), which Exercise Date (or if such Exercise Date is not an Exercise Business Day, the immediately following Exercise Business Day) shall be deemed to be the Option Exercise Date.
- (f) The Fiduciary shall on the tenth Relevant Business Day after the relevant Exchange Date, or as otherwise specified in the Issue Terms (the “**Settlement Date**”), procure that the Cash Settlement Amount be paid or, in the case of Fund Linked Fiduciary Securities (if applicable) the Fund Interests be delivered on exercise of American Style Exercise Rights or Bermudan Style Exercise Rights (as applicable) to such name as the Securityholder shall direct pursuant to the Exercise Notice and, in the case of Fund Linked Fiduciary Securities where an Asset Settlement Election is made, that the Fund Interests are transferred to such name as the Securityholder shall direct pursuant to the Exercise Notice and shall procure that duly completed forms of transfer and together with all other documents of title and evidence of ownership and all other documents necessary to transfer or evidence the transfer of such Fund Interests will be despatched by mail, and free of charge (but uninsured and at the risk of the person entitled thereto) to such address, subject to applicable securities laws, as the Securityholder may request (as specified in the relevant Exercise Notice).

The Fiduciary will exercise a pro rata portion of the Option (as defined in the Option Agreement) by delivery of a pro rata amount of Secured Collateral to the Swap Counterparty. Upon receipt of the Secured Collateral by the Swap Counterparty, the Option Counterparty will deliver the Cash Settlement Amount or (in the event of an Asset

Settlement Election in respect of Fund Linked Instruments) the Fund Interests to the Fiduciary, which shall deliver the Cash Settlement Amount or the Fund Interests, as the case may be, to the Fiduciary Securityholder in exchange for the Fiduciary Securities together with (in the case of Fiduciary Certificates, where applicable) all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith)).

6.5 Disruption Events

Settlement Disruption

In the case of Fund Linked Fiduciary Securities, if the Fiduciary and/or the relevant Securityholder separately make an Asset Settlement Election (if so specified in the Issue Terms), as applicable and subject as provided below, if, prior to the delivery of the Fund Interests, the Calculation Agent determines that delivery of the Fund Interests is not practicable by reason of a Settlement Disruption Event having occurred and continuing on the due date for delivery then that date shall be postponed to the first following Relevant Business Day in respect of which there is no Settlement Disruption Event. The Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Fiduciary Security Condition 20 (*Notices*) that a Settlement Disruption Event has occurred.

If the delivery of the Fund Interests is not practicable by reason of a Settlement Disruption Event, then in lieu of delivery of the Fund Interests, the Fiduciary may, on the instruction of the Option Counterparty, elect to satisfy its obligations in respect of the relevant Security by payment to the relevant Securityholder of the Disruption Cash Settlement Amount on the third Relevant Business Day following the date that notice of such election is given to the Securityholder in accordance with Fiduciary Security Condition 20 (*Notices*), notwithstanding any other provision hereof. Provided that the Fiduciary pays a Disruption Cash Settlement Amount, the failure to deliver the Fund Interests pursuant to Fiduciary Security Condition 6.3 (*Fund Linked Asset Settlement Alternative*) shall in no circumstances constitute an Event of Default under Fiduciary Security Condition 15.

If the Fund Interests are delivered later than the Settlement Date, until delivery of the Fund Interests is made to the Securityholder and all formalities in respect of transfer of ownership of the Fund Interests to the Securityholder are complied with, the Fiduciary or any person on behalf of the Fiduciary shall continue to be the legal owner of those assets. None of the Fiduciary and any such other person shall (i) be under any obligation to deliver or procure delivery to such Securityholder or any subsequent transferee any letter, Fiduciary Certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such Fund Interests, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such Fund Interests or (iii) be under any liability to such Securityholder or any subsequent transferee in respect of any loss or damage which such Securityholder or subsequent transferee may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such Fund Interests.

Disruption Cash Settlement Amount means the amount equal to the fair market value of the Fund Interests in respect of which delivery is not practicable by reason of a Settlement Disruption Event, less the cost to the Fiduciary, if applicable, of unwinding any related hedging arrangements, all as determined in the sole and absolute discretion of the Calculation Agent.

Settlement Disruption Event means an event beyond the control of the Fiduciary as a result of which the Fiduciary cannot make delivery of the Fund Interests to the Securityholder or to such other person as nominated by the Securityholder in its Exercise Notice to receive any Fund Interests.

7. EXERCISE DETERMINATIONS

7.1 Determination or Calculation by the Calculation Agent

As soon as practicable after the relevant time on each such date as the Calculation Agent may be required to calculate any Cash Settlement Amount or other amount or, in the case of Fund Linked Fiduciary Securities, any physical delivery entitlement in respect of the Fiduciary Securities or obtain any quotation or make any determination or calculation in respect of the Fiduciary Securities, the Calculation Agent will calculate the relevant amount or entitlement or obtain such quotation or make such determination or calculation, as the case may be, and, if required, notify the relevant amount or entitlement or other determination or calculation to the Fiduciary, the Principal Paying Agent, the Registrar, each of the Paying Agents, the Securityholders and, for so long as the Fiduciary Securities are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as reasonably practicable after their determination but in no event later than the fourth Relevant Business Day after such determination, and in any event not later than the relevant payment date or settlement date in relation to any Cash Settlement Amount or other amount or entitlement. The determination of any Cash Settlement Amount or other such amount or entitlement, the obtaining of a quote and the making of determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

7.2 Relevant Business Days

As used herein, “**Relevant Business Day**” means:

- (a) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in each of the financial centres specified for this purpose in the Issue Terms; and
- (b) in the case of a payment in euro, a day on which TARGET 2 is open; and

“**TARGET 2**” means the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET 2) System.

8. EXERCISE, PURCHASE AND CANCELLATION

8.1 Final Exercise

Unless previously exercised or purchased and/or cancelled as provided below, each Security will be deemed exercised automatically on the Final Exercise Date as provided below. The expressions “**exercise**”, “**due exercise**” and related expressions shall be construed to apply to any Securities which are automatically exercised on the Final Exercise Date in accordance with this provision.

In respect of each Security exercised in accordance with this Fiduciary Security Condition 6.1 (*American Style Exercise*), the Fiduciary shall pay to the relevant Securityholder the Cash Settlement Amount minus (in the case of Fiduciary Warrants) the Exercise Price for value on the Settlement Date and provided such amount shall not be less than zero.

8.2 Mandatory Cancellation

If the Calculation Agent has determined in a commercially reasonable manner that:

- (a) any of the Unsecured Collateral has become repayable or has become capable of being declared due and repayable prior to its stated date of maturity for whatever reason;
- (b) there is a payment default in respect of any of the Unsecured Collateral;
- (c) the issuer of the Unsecured Collateral (the “**Unsecured Collateral Issuer**”) or any guarantor of the Unsecured Collateral Issuer’s obligations in respect of the Unsecured Collateral (the “**Unsecured Collateral Guarantor**”) fails to perform or observe any of its other obligations under the Unsecured Collateral, as applicable and the failure continues after any applicable grace period;
- (d) any order is made by any competent court or resolution is passed for the winding up or dissolution of the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable;
- (e) the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or any of their respective Affiliates ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation or is adjudicated or found bankrupt or insolvent;
- (f) proceedings are initiated against the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or their respective Affiliates under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative receiver or other similar official or an administrative receiver or other similar official is appointed in relation to the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or any of their respective Affiliates, as the case may be, in relation to the whole or any part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or any part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of any of them, which are not discharged within 14 (fourteen) calendar days;
- (g) the Unsecured Collateral Issuer or the Unsecured Collateral Guarantor, as applicable or any of their respective Affiliates initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (h) any other event which would constitute an event of default in relation to the Unsecured Collateral has taken place (each such event, a “**Trigger Event**”),

all such Unsecured Collateral, applicable, which is the subject of any of the events outlined in (a) to (h) above (the “**Affected Collateral**”) and, if so elected by the Fiduciary in its sole discretion, all remaining Unsecured Collateral or a part thereof only (which may or may not constitute obligations of the same issuer or person as those which have become repayable or in respect of which there has been such a payment default) shall be deemed to have become immediately repayable (together, the “**Repayable Assets**”). The Fiduciary shall, on the instruction of the Calculation Agent, give not more than 30 (thirty) calendar nor less than 15 (fifteen) calendar days’ notice (unless otherwise specified in the Issue Terms) to the Securityholders, each Fiduciary Assets Obligor and (for as long as the Fiduciary Securities

are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) specifying the principal amount of the Repayable Assets, the corresponding number of the Fiduciary Securities to be cancelled and the due date for cancellation and upon expiry of such notice (i) the Fiduciary shall cancel each Security in whole or, as the case may be, in part on a *pro rata* basis in a proportion of its Cash Settlement Amount equal to the proportion that the outstanding principal amount of the Repayable Assets which are the subject of such notice bears to the outstanding principal amount of the Unsecured Collateral immediately prior to the occurrence of the relevant event and (ii) the American Style Exercise Right or Bermudan Style Exercise Right (as applicable) in respect of each Security shall be extinguished in full or in part, as the case may be, with effect from the first date of the occurrence of any Trigger Event (as determined by the Calculation Agent). In respect of interest bearing Fiduciary Certificates, interest shall continue to accrue on the part nominal amount of each Fiduciary Certificate which has become due for cancellation until payment thereof has been made and notice is given in accordance with Fiduciary Security Condition 20 (*Notices*) that such amount is available for payment. Failure to pay any amount which but for a mandatory cancellation under this Fiduciary Security Condition 8 would otherwise have been due shall not constitute an Event of Default under Fiduciary Security Condition 15.

8.3 Cancellation for taxation and other reasons

If:

- (a) the Fiduciary, on the occasion of any payment due in respect of the Fiduciary Securities, would be required, as a result of any change in, or amendment to the laws of a relevant jurisdiction, to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, then the Fiduciary shall use all reasonable endeavours to arrange (subject to and in accordance with Fiduciary Security Condition 17.3 (A) (*Substitution by the Fiduciary*)) the substitution of a company incorporated in another jurisdiction as the principal obligor or (with the prior written consent of, if applicable, each Fiduciary Assets Obligor) to change its residence for taxation purposes or, to the extent permitted by law, change its domicile to another jurisdiction approved beforehand in writing by if applicable, each Fiduciary Assets Obligor and if it is unable to arrange such substitution or change, or if it is unable to do so in a tax efficient manner, before the relevant payment is due in respect of the Fiduciary Securities; and/or
- (b) the Credit Support Document is terminated prior to the Final Exercise Date for any reason; and/or
- (c) the Swap Agreement is terminated in accordance with its terms prior to the Swap Agreement Termination Date; and/or
- (d) the Option Agreement is terminated in accordance with its terms prior to the Option Agreement Termination Date; and/or
- (e) the Repurchase Agreement is terminated as a result of a failure by the Repurchase Counterparty to make payments due to the Fiduciary under the Repurchase Agreement, or to deliver Purchased Unsecured Collateral or Fungible Unsecured Collateral, as applicable, to the Fiduciary when required under the Repurchase Agreement,

then the Fiduciary shall (on the instruction of the Swap Counterparty (if any) in respect of (a) above) forthwith give not more than 30 (thirty) nor less than 15 (fifteen) calendar days' notice (unless otherwise specified in the Issue Deed) to the Securityholders, any Fiduciary Assets Obligor and (for as long as the Fiduciary Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be), and upon expiry of such notice the Fiduciary shall cancel all but not some only of the Fiduciary Securities at their Cash Settlement Amount. In the case of interest bearing Fiduciary Certificates, interest shall continue to accrue on the part of the nominal amount of the Fiduciary Certificates which have become due for cancellation until payment thereof has been made and notice is given in accordance with Fiduciary Security Condition 20 (*Notices*) that such amount is available for payment. Failure to pay any amount which, but for a mandatory cancellation under this Fiduciary Security Condition 8.3, would otherwise have been due in respect of the Fiduciary Certificates or any interest thereon shall not constitute an Event of Default under Fiduciary Security Condition 15.

Notwithstanding the foregoing, if any of the taxes referred to in Fiduciary Security Condition 6.3(a) above arises (i) by reason of any Fiduciary Securityholder's connection with the jurisdiction of incorporation of the Fiduciary otherwise than by reason only of the holding of any Security or receiving or being entitled to any Cash Settlement Amount or, in the case of interest bearing Certificates, interest in respect thereof; or (ii) by reason of the failure by the relevant Securityholder to comply with any applicable procedures required to establish non-residence or other similar claims for exemption from such tax, then to the extent it is able to do so, the Fiduciary shall deduct such taxes from the amounts payable to such Securityholder, all other Securityholders shall receive the due amounts payable to them and the Fiduciary shall not be required by reason of such deduction to endeavour to arrange any substitution, or to cancel the Fiduciary Securities, pursuant to this Fiduciary Security Condition 8.3. Any such deduction shall not be an Event of Default under Fiduciary Security Condition 15.

8.4 **Cancellation following an Administrator/Benchmark Event**

- (a) If "Benchmark Cancellation Event" is specified as applicable in the Issue Terms in respect of the relevant Series, upon the occurrence of an Administrator/Benchmark Event on or after the Issue Date, the Calculation Agent may, in its sole and absolute discretion:
- (i) make adjustments in respect of the affected Benchmark in such manner as it may determine appropriate to account for the relevant event or circumstances including, without limitation, selecting one or more successor Benchmark or making any other change or adjustment to the Fiduciary Security Conditions and any provisions of the Transaction Documents including to reflect any increased costs incurred by the Fiduciary and/or the Swap Counterparty in connection with providing exposure to the successor benchmark; or
 - (ii) if the Calculation Agent has not made an adjustment in accordance with paragraph (i) above, deem such event to constitute a Benchmark Cancellation Event,

then the Calculation Agent shall give notice to the Fiduciary, each Fiduciary Assets Obligor and the Agents of any determination or adjustment made pursuant to this Fiduciary Security Condition 8.4(a). If such notice relates to an adjustment to be made pursuant to Fiduciary Security Condition 8.4(a)(i), then the notice (a

"Benchmark Adjustment Notice") shall include details of each change to be made to the Fiduciary Securities and the Transaction Documents.

- (b) The Fiduciary, having received the Benchmark Adjustment Notice shall without the consent of Fiduciary Securityholders or the Couponholders (if any), make such changes and/or adjustments as may be directed by the Calculation Agent and give notice of the same to the Fiduciary Securityholders and the Couponholders (if any) and shall agree, without the consent of the Fiduciary Securityholders or the Couponholders (if any), to such changes and/or adjustments as the Fiduciary may be directed by the Calculation Agent to make including any modification or waiver of any of the Fiduciary Security Conditions or any of the provisions of the Transaction Documents.
- (c) Any modification, authorisation or waiver as is made or given under Fiduciary Security Condition 8.4(b) above shall be binding on the Fiduciary Securityholders and the Couponholders (if any) and such modification shall be notified by the Fiduciary to the Fiduciary Securityholders as soon as is practicable.
- (d) If the Calculation Agent deems such Administrator/Benchmark Event to constitute a Benchmark Cancellation Event in accordance with Fiduciary Security Condition 8.4(a)(ii) above, the Fiduciary shall, as soon as is practicable after becoming aware of the occurrence of a Benchmark Cancellation Event (and, in any case, within two Business Days of becoming aware (or such other period as may be specified in the applicable Issue Terms) give not less than 10 (ten) nor more than 30 (thirty) calendar days' notice of the early cancellation of the Fiduciary Securities to Fiduciary Securityholders and Couponholders (if any) in accordance with Fiduciary Security Condition 20 (*Notices*), the Swap Counterparty (if applicable) and, for as long as the Fiduciary Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and/or admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) and the rules of such stock exchange so require, such stock exchange (which notice shall be irrevocable). On expiry of such notice, the Fiduciary shall cancel all, but not some only, of the Fiduciary Securities on the Benchmark Cancellation Date (the **"Benchmark Cancellation Date"**) specified in such notice, each Security of a nominal amount equal to the unit value being cancelled at such nominal amount or such other amount as may be specified in the applicable Issue Terms. In such circumstances, the provisions of Fiduciary Security Condition 10.7 (Realisation of the Fiduciary Assets relating to the Fiduciary Securities) shall apply.

For the purposes of this Fiduciary Security Condition 8.4:

"Administrator/Benchmark Event" means, in relation to any Regulated Benchmark, the occurrence of a Benchmark Modification, a Cessation Event or a Non-Representativeness Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event.

"Benchmark Modification", "Non-Representativeness Event" or "Cessation Event" means, in respect of the Regulated Benchmark:

- (i) any material change in such Regulated Benchmark;
- (ii) the relevant competent authority or other relevant official body announces that it no longer considers the Regulated Benchmark to be representative of the underlying market; or

- (iii) the permanent cancellation or cessation in the provision of such Regulated Benchmark.

"**BMR**" means the EU Benchmark Regulation (Regulation (EU) 2016/1011).

"**Non-Approval Event**" means, in respect of the Regulated Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Regulated Benchmark or the administrator of the Regulated Benchmark is not obtained;
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register; or
- (iii) the Regulated Benchmark or the administrator of the Regulated Benchmark does not fulfil any legal or regulatory requirement applicable to the Fiduciary, the Calculation Agent or the Regulated Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Securities. For the avoidance of doubt, a Non-Approval Event shall not occur if the Regulated Benchmark or the administrator of the Regulated Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended if, at the time of such suspension, the continued provision and use of the Regulated Benchmark is permitted in respect of the Fiduciary Securities under the applicable law or regulation during the period of such suspension.

"**Regulated Benchmark**" means any figure which is a benchmark as defined in BMR and where any amount payable under the Fiduciary Securities, or the value of the Fiduciary Securities, is determined by reference to such figure, all as determined by the Calculation Agent.

"**Rejection Event**" means, in respect of the Regulated Benchmark, the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark under any applicable law or regulation for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Securities.

"**Suspension/Withdrawal Event**" means, in respect of the Regulated Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Regulated Benchmark or the administrator of the Regulated Benchmark which is required under any applicable law or regulation in order for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Securities; or
- (ii) the Regulated Benchmark or the administrator of the Regulated Benchmark is removed from any official register where inclusion in such register is required under any applicable law in order for any of the Fiduciary, the Calculation Agent or any other entity to perform its obligations in respect of the Fiduciary Securities.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Regulated Benchmark is permitted in respect of the Fiduciary Securities under the applicable law or regulation during the period of such suspension or withdrawal.

8.5 Cancellation following a Securityholder Identification Event

If “Securityholder Identification Event” is specified as applicable in the Issue Terms in respect of the relevant Series, upon the occurrence of a Securityholder Identification Failure, pursuant to Fiduciary Security Condition 1.2 (*Title*), on or after the Issue Date:

- (a) the Fiduciary may, in its sole and absolute discretion and in accordance with applicable law giving 2 (two) Business Days’ notice (unless otherwise specified in the Issue Deed) to the Fiduciary Securityholder to which the Securityholder Identification Failure relates, to all other Fiduciary Securityholders, the Principal Paying and, if applicable, the Registrar and (for as long as the Fiduciary Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) (a “**Securityholder Cancellation Notice**”), and upon expiry of such notice the Fiduciary shall redeem in whole each Fiduciary Security held by the Fiduciary Securityholder to which the Securityholder Identification Failure relates at their Cancellation Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). Failure to make any payment due in respect of such cancellation under this Fiduciary Security Condition 8.5 of part of the principal amount of the Fiduciary or interest thereon shall not constitute an Event of Default under Fiduciary Security Condition 15;
- (b) following the giving of a Securityholder Cancellation Notice pursuant to Fiduciary Security Condition 8.5(a) above, the Fiduciary shall forthwith give notice to the Agents and any Fiduciary Assets Obligors of the cancellation following the Securityholder Identification Event any change or adjustment to be made to the Fiduciary Securities and the provisions of the Transaction Documents pursuant to Fiduciary Security Condition 8.5(a) above (a “**Securityholder Adjustment Notice**”), including, without limitation, reducing the number of the Fiduciary Securities equal to the nominal amount that the Fiduciary Security(ies) being cancelled bears to the aggregate nominal amount of the Fiduciary Securities of the relevant Series immediately prior to such cancellation) and any such changes and/or adjustments shall be binding on the Fiduciary Securityholders and Couponholders (if any) and such modification shall be notified by the Fiduciary to the Fiduciary Securityholders as soon as is practicable pursuant to Fiduciary Security Condition 20 (*Notices*).

8.6 Purchases

Unless otherwise provided in the Issue Terms, and subject to receipt by the Fiduciary of an amount (whether by sale of the Unsecured Collateral (or in the case of a purchase of some only of the Fiduciary Securities, a proportion of the Unsecured Collateral corresponding to the proportion of the Fiduciary Securities to be purchased) or otherwise) which, plus or minus any termination payment payable to or by the Fiduciary from or to the Swap Counterparty and/or the Option Counterparty on the termination (or as the case may be partial termination) of the Swap Agreement and/or the Option Agreement, as the case may

be, is sufficient to fund the purchase price payable by the Fiduciary, the Fiduciary may purchase Fiduciary Securities in the open market or otherwise at any price.

8.7 Early Cancellation of Zero Coupon Fiduciary Certificates

- (a) The Cancellation Amount payable in respect of any Fiduciary Certificate which is specified in the Issue Terms as a Zero Coupon Fiduciary Certificate (a **“Zero Coupon Fiduciary Certificate”**), the Cancellation Amount of which is not linked to an index and/or a formula, upon cancellation of such Zero Coupon Fiduciary Certificate pursuant to Fiduciary Security Condition 8.2 (*Mandatory Cancellation*) or 8.3 (*Cancellation for taxation and other reasons*) or upon it becoming due and payable as provided in Note Condition 15 (*Events of Default*), shall be the Amortised Face Amount of such Zero Coupon Fiduciary Certificate (calculated by the Calculation Agent as provided below).
- (b) Subject to the provisions of Fiduciary Security Condition 8.6(c) below, the **“Amortised Face Amount”** of any Zero Coupon Fiduciary Certificate shall be the scheduled Cancellation Amount of such Zero Coupon Fiduciary Certificate on the Final Exercise Date discounted at a rate per annum (expressed as a percentage) equal to the yield (the **“Amortisation Yield”**) specified as the Amortisation Yield in the Issue Terms (or, if none is so specified, the Amortisation Yield, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Fiduciary Certificates if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year it shall be made on the basis of the Day Count Fraction shown in the Issue Terms.
- (c) If the Cancellation Amount payable in respect of any such Fiduciary Certificate upon its redemption pursuant to Fiduciary Certificate Condition 8.2 (*Mandatory Cancellation*) or 8.3 (*Cancellation for taxation and other reasons*) or upon it becoming due and payable as provided in Note Condition 15 (*Events of Default*) is not paid when due, the Cancellation Amount due and payable in respect of such Certificate shall be the Amortised Face Amount of such Fiduciary Certificate as defined in Fiduciary Certificate Condition 8.6(b) above, except that such subparagraph shall have effect as though the reference therein to the date on which the Fiduciary Certificate becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this subparagraph will continue to be made (both before and after judgment) until the Relevant Date unless the Relevant Date falls on or after the Final Exercise Date, in which case the amount due and payable shall be the scheduled Cancellation Amount of such Certificate on the Final Exercise Date together with any interest which may accrue in accordance with Security Condition 5.3.

8.8 Cancellation at the Option of the Fiduciary

- (a) The Fiduciary may, on the instruction of the Option Counterparty, having given not less than 20 (twenty) calendar days nor more than 30 (thirty) calendar days' notice to the Securityholders in accordance with Fiduciary Security Condition 20 (*Notices*) (which notice shall be irrevocable and shall specify the applicable Fiduciary Optional Cancellation Date fixed for cancellation), cancel all, but not some only, of the Fiduciary Securities then outstanding at (i) their Nominal Amount or (ii) such other Cancellation Amount as may be specified in the Issue Terms.

“Fiduciary Optional Cancellation Date” means any date falling within the Fiduciary Option Cancellation Period.

- (b) The Fiduciary may (on the instruction of the Programme Calculation Agent or any party specified in the Issue Terms (the “**Regulatory Cancellation Counterparty**”)), upon such notice as specified in the Issue Terms, cancel all, but not some only of the Fiduciary Securities then outstanding at the current market value of the Fiduciary Securities, as determined by the Calculation Agent in its sole and absolute discretion, if due to an event or circumstance (which shall include, without limitation, an enactment of, or supplement or amendment to, or a change in, law, regulation or policy (including, for the avoidance of doubt, in respect of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Market Infrastructure Regulation or the Alternative Investment Fund Managers Directive) or the official interpretation or application of any such law, regulation or policy) there is a change or prospective change in the accounting, tax, legal or regulatory treatment applicable to the Fiduciary, the Programme Calculation Agent or the Fiduciary Securities or any hedging transaction of the Fiduciary or the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Cancellation Counterparty, in respect of the Fiduciary Securities (including, without limitation, any derivative transaction entered into by the Fiduciary, the Programme Calculation Agent or any Affiliate of the Programme Calculation Agent or the Regulatory Cancellation Counterparty with a third party with respect to the Fiduciary Securities) that would have an adverse effect on the Programme Calculation Agent’s or the Fiduciary’s position in respect of the Fiduciary Securities or the position of the Programme Calculation Agent, the Fiduciary, any affiliate of the Programme Calculation Agent or the Regulatory Cancellation Counterparty or any other counterparty in respect of any such hedging transaction, in each case as determined by the Programme Calculation Agent or, as the case may be, the Regulatory Cancellation Counterparty in its sole and absolute discretion.
- (c) The Fiduciary may (on the instruction of the Programme Calculation Agent), upon not less than 5 (five) calendar days’ notice, (i) cancel any Securities then outstanding (including some only of the Fiduciary Securities in respect of the relevant Series) at the current market value of such Securities or (ii) require any Fiduciary Securityholder to transfer its Securities within such period as may be specified in such notice or, following the expiry of such notice, cause such Securities to be transferred on behalf of the Fiduciary Securityholder, in each case if there has been a transfer of the Fiduciary Securities in breach of any applicable restrictions on the sale or transfer of such Securities (including any restrictions, rules and/or regulations which are applicable to the sale of securities to US Persons (as defined in Regulation S under the Securities Act or as defined in the final risk retention rules promulgated under Section 15G of the United States Securities Exchange Act of 1934, as amended (the “**Securities Exchange Act**”)), to any person other than Non-United States Persons (as defined by the United States Commodity Futures Trading Commission (the “**CFTC**”)) or if such transfer has caused, or would cause, the Fiduciary to be required to register the Fiduciary Securities or itself with a regulatory body in any jurisdiction, which registration would not otherwise have been required.
- (d) If so provided in the Issue Terms in any other circumstances than those described in Fiduciary Security Conditions 8.7(a), 8.7(b) and 8.7(c) above, the Fiduciary may, on giving irrevocable notice to the Fiduciary Securityholders, and (for as long as the Fiduciary Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) falling within the Fiduciary’s Option Period (as specified in the Issue Terms), cancel any Fiduciary’s option in relation to all or, if so

provided, some of the Fiduciary Securities in the number or integral multiples thereof and on the Fiduciary's Optional Cancellation Date or Dates so provided. Any such cancellation of Fiduciary Securities shall be at their relevant Nominal Amount or such other Cancellation Amount, together with interest accrued (in the case of Fiduciary Certificates) to the date fixed for cancellation, or as otherwise specified in the Issue Terms.

All Fiduciary Securities in respect of which any such notice is given shall be cancelled, or the Fiduciary's option shall be exercised, on the date specified in such notice in accordance with this Fiduciary Security Condition.

Where Fiduciary Securities are to be cancelled in part or the Fiduciary's option is to be exercised in respect of some only of the Fiduciary Securities, the Fiduciary Securities to be cancelled or in respect of which such option is exercised will be selected individually by lot, in such place as the Fiduciary, shall approve and in such manner as the Fiduciary, shall deem to be appropriate and fair, not more than 60 (sixty) calendar days prior to the date fixed for cancellation.

8.9 **Cancellation by Instalments**

If it is stated in the Issue Terms that the Fiduciary Certificates are "**Instalment Fiduciary Certificates**", then unless previously exercised, purchased and cancelled as provided in this Security Condition 8, each Fiduciary Certificate will be partially cancelled on each Instalment Date specified in the Issue Terms at the respective Instalment Amount so specified, whereupon the outstanding principal amount of such Fiduciary Certificate shall be reduced for all purposes by the Instalment Amount.

8.10 **Cancellation**

All Fiduciary Securities purchased by or on behalf of the Fiduciary, exercised or cancelled must be surrendered for cancellation by surrendering the Fiduciary Security representing such Fiduciary Securities together with (in the case of Fiduciary Certificates, where applicable) all unmatured Receipts and Coupons and all unexchanged Talons to, or to the order of, the Principal Paying Agent or to the Registrar in the case of Registered Fiduciary Securities) and in each case, when so surrendered, will, together with all Securities cancelled by the Fiduciary, be cancelled forthwith (together with, in the case of Fiduciary Certificates, where applicable, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Fiduciary Securities so surrendered for cancellation may not be reissued or resold and the obligations of the Fiduciary in respect of any such Fiduciary Securities shall be discharged. The Fiduciary undertakes to (a) either promptly inform or (b) procure that the Principal Paying Agent or the Registrar, as the case may be, promptly informs (on its behalf) the relevant stock exchange or other relevant authority of any cancellation of listed Fiduciary Securities.

9. **PAYMENTS AND TALONS**

9.1 **Bearer Fiduciary Securities**

Payments in respect of the Bearer Fiduciary Securities will, subject as mentioned below, be made against presentation and surrender of the Receipts (in the case of payments of Fiduciary Certificates where Instalment Amounts apply other than on the due date for cancellation and provided that the Receipt is presented for payment together with its relative Fiduciary Certificate) or (in the case of all other payments or cancellation amounts) the relevant Bearer Fiduciary Securities or (in the case of Fiduciary Certificates which bear interest, save as specified in Fiduciary Security Condition 9.5(f) below) the relevant Coupons, as the case may be, at the specified office of any Paying Agent outside the United

States by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency; provided that in the case of euro, the transfer may be to a euro account with a bank in the Euro-zone.

9.2 **Payment on Definitive Registered Fiduciary Securities**

Payments in respect of Securities will be made against presentation and surrender of the relevant Definitive Registered Fiduciary Securities at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided below.

Payments of Interest (which for the purpose of this Fiduciary Security Condition 9.2 shall include all Instalment Amounts other than the final Instalment Amount) on Registered Fiduciary Certificates will be paid to the person shown on the Register (or, if more than one person is so shown, to the first named person) at the close of business on the day falling 1 (one) day prior to the due date for payment thereof (the “**Record Date**”).

Payments of any amounts on each Fiduciary Security will be made in the currency in which such payments are due by transfer to an account in the Relevant Currency maintained by, the payee with a bank in the principal financial centre of a country of that currency or in the case of a payment in euro, by credit or transfer to a Euro account (or any account to which Euro may be credited or transferred) specified by the payee.

9.3 **Payments subject to law, etc.**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives, (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 any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code (**871(m) Withholding**).

In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Fiduciary Securities, the Fiduciary shall be entitled to withhold on any “dividend equivalent” (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law. Other than as provided herein no commission or expenses shall be charged to the Securityholders in respect of such payments.

9.4 **Appointment of Agents**

The Agents act solely as agents of the Fiduciary and do not assume any obligation or relationship of agency or trust for or with any holder. The Fiduciary reserves the right at any time to vary or terminate the appointment of any of the Principal Paying Agents and to appoint additional or other Paying Agents or Transfer Agents, provided that the Fiduciary will at all times maintain (a) an Agent, (b) a Registrar in relation to Registered Fiduciary Securities, (c) a Transfer Agent in relation to Registered Fiduciary Securities, (d) a Calculation Agent where the Issue Terms so require one, (e) a Paying Agent and, in relation to Registered Fiduciary Securities, a Transfer Agent, (f) a Collateral Custodian where the Issue Terms so requires and (g) a Selling Agent where the Issue Terms so requires. For as long as the Registered Fiduciary Securities are listed on any stock exchange, there will at all times be a Transfer Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange.

Notice of any such change or any change of any specified office will promptly be given to the Securityholders in accordance with Fiduciary Security Condition 20 (*Notices*).

9.5 **Unmatured Coupons and Receipts and unexchanged Talons for Fiduciary Certificates**

- (a) Unless the Fiduciary Certificates provide that the relative Coupons are to become void upon the due date for cancellation of those Bearer Fiduciary Certificates, Fiduciary Certificates should be surrendered for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Cancellation Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Fiduciary Security Condition 13 (*Prescription*)).
- (b) If the relative Fiduciary Certificates so provide, upon the due date for cancellation of any Bearer Fiduciary Certificate, unexpired Coupons relating to such Fiduciary Certificate (whether or not attached) shall become void and no payment shall be made in respect of them.
- (c) Upon the due date for cancellation of any Bearer Fiduciary Certificate, any Talon relating to such Fiduciary Certificate (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (d) Upon the due date for cancellation in full of any Bearer Fiduciary Certificate which is redeemable in instalments, all Receipts relating to such Fiduciary Certificate having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (e) Where any Bearer Fiduciary Certificate which provides that the relevant Coupons are to become void upon the due date for redemption of those Fiduciary Certificates is presented for cancellation without all unexpired Coupons, and where any Bearer Fiduciary Certificate is presented for cancellation without any unexpired Talon relating to it, cancellation shall be made only against the provision of such indemnity as the Fiduciary may require.
- (f) If the due date for cancellation of any Fiduciary Certificate is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Fiduciary Certificate or Definitive Registered Fiduciary Certificate representing it, as the case may be. Interest accrued on a Fiduciary Certificate which only bears interest after its Final Exercise Date shall be payable on redemption of such Certificate against presentation of the relevant Certificate or Definitive Registered Certificate representing it, as the case may be.

9.6 **Talons for Fiduciary Certificates**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Fiduciary Certificate, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or such other Paying Agent as is notified to the Fiduciary Certificateholders in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding

any Coupons which have become void pursuant to Fiduciary Security Condition 13 (*Prescription*)).

9.7 **Non-Business Days**

If any date for payment in respect of any Fiduciary Security (and in the case of Certificates, where applicable), Receipt or Coupon, is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this Fiduciary Security Condition “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation and in such jurisdictions as shall be specified as “Business Day Jurisdictions” in the Issue Terms and:

- (a) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the Relevant Currency, on which foreign exchange transactions may be carried on in the Relevant Currency in the principal financial centre of the country of such currency; or
- (b) (in the case of a payment in euro) a day on which TARGET 2 is open.

10. **SECURITY IN RESPECT OF THE FIDUCIARY SECURITIES**

10.1 **Unsecured Collateral**

Unless otherwise specified in the Issue Terms, the Purchaser will pursuant to the Purchase Agreement procure that the Unsecured Collateral is delivered to the Collateral Custodian on the Issue Date or within the period thereafter specified in the Issue Terms and, with effect from such delivery, the Unsecured Collateral will be held by the Collateral Custodian (or, if so specified in the Issue Terms, the Sub-Custodian), on behalf of the Fiduciary, pursuant to the Issue Deed.

10.2 **Fiduciary Assets**

The Fiduciary Assets (and the proceeds thereof) specified in the relevant Issue Terms will be available solely to meet the claims of the specified Securityholders and other creditors relating to the same Series.

The “**Fiduciary Assets**” shall mean the Unsecured Collateral and the other property, assets and/or rights of the Fiduciary which form part of the same Fiduciary Estate for the benefit of investors in or creditors of such Fiduciary Estate in accordance with the terms of the Fiduciary Law.

10.3 **General provisions relating to collateral (if applicable)**

The Unsecured Collateral will be held by the Collateral Custodian (which expression shall include any additional or other Collateral Custodians from time to time appointed) on behalf of the Fiduciary on and subject to the terms and conditions of the Fiduciary Agency Agreement. The Fiduciary reserves the right at any time to change the Collateral Custodian. Notice of such change shall be given to the Securityholders in accordance with Fiduciary Security Condition 20 (*Notices*). If it is specified in the Issue Terms that there is a Sub-Custodian in relation to the Unsecured Collateral such Sub-Custodian (which expression shall include any additional or other Sub-Custodians from time to time appointed) shall hold the Unsecured Collateral on behalf of the Collateral Custodian, on and subject to the terms of an agreement (the “**Sub-Custody Agreement**”, which expression shall include any

amendments or supplements thereto) between the Sub-Custodian and the Collateral Custodian and/or such other persons as shall be specified in the Issue Terms.

None of the Fiduciary, the Purchaser, the Swap Counterparty, the Option Counterparty, the Collateral Custodian or any Sub-Custodian will have any responsibility for the performance by any clearing system (or its participants or indirect participants) of any of their respective obligations under the rules and procedures governing their operations. Neither the Swap Counterparty or the Option Counterparty will have any responsibility for the performance by the Collateral Custodian of its obligations under the Fiduciary Agency Agreement or for the performance by any Sub-Custodian of its obligations under the relevant Sub-Custody Agreement.

10.4 **Application of Proceeds of Enforcement of Fiduciary Assets**

Unless otherwise specified in the relevant Issue Terms, all moneys received by the Fiduciary in connection with the realisation or enforcement of the Fiduciary Assets shall be applied in accordance with paragraphs (a) to (d) of this Fiduciary Security Condition 10.4 in the following order:

- (a) first, in payment or satisfaction of any taxes owing by the Fiduciary and reimbursing the Collateral Custodian where the Collateral Custodian has, on behalf of the Fiduciary, paid or satisfied taxes owing by the Fiduciary in accordance with the Collateral Custody Agreement;
- (b) secondly, in payment or satisfaction *pro rata* and *pari passu* of any remuneration or any costs, charges, liabilities and expenses then due and payable to the Agents under or pursuant to the Fiduciary Agency Agreement and/or the Collateral Custody Agreement, in each case with applicable taxes thereon (whether payable to the Agents or to the relevant tax authority) to the extent provided therein and without duplicating any payments made pursuant to (a) above;
- (c) thirdly, in payment of any amounts owing to each Fiduciary Assets Obligor under the applicable Fiduciary Asset Agreement, (which for the purpose of this Fiduciary Security Condition 10.4 and the Issue Deed shall include any amounts owing to the Collateral Custodian for reimbursement in respect of payments made to a Fiduciary Assets Obligor relating to sums receivable on or in respect of the Unsecured Collateral);
- (d) fourthly, *pro rata* in payment of any amounts owing to the holders of Securities (and in the case of Fiduciary Certificates, where applicable), Receipts or Coupons (which for the purpose of this Fiduciary Security Condition 10.4 and the Issue Deed shall include any amount owing to the Agents for reimbursement in respect of payment of amounts made to holders of Securities); and
- (e) fifth, in payment of the balance (if any) to the Fiduciary.

By subscribing to or otherwise acquiring the Fiduciary Securities, each Fiduciary Securityholder expressly consents to the provisions of this Fiduciary Security Condition 10.4 and the limitation of their rights in accordance with the Fiduciary Contract set out herein and are deemed to have accepted such provisions and the consequences thereof.

10.5 **Replacement and/or Substitution of Unsecured Collateral**

- (a) If it is specified in the Issue Terms that this Fiduciary Security Condition 10.5(a) applies to the Fiduciary Securities and the Fiduciary may from time to time, subject to and in accordance with the provisions of the Issue Deed, by notice in writing to

the Swap Counterparty, the Option Counterparty, the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Securities), the Collateral Custodian, the Sub-Custodian and, in accordance with Fiduciary Security Condition 20 (*Notices*), the Securityholders (a “**Replacement Notice**”) in, or substantially in, the form set out in the Fiduciary Agency Agreement, require that any securities or other assets for the time being comprising all or part of the Unsecured Collateral (but excluding any Unsecured Collateral which has been transferred to the Repurchase Counterparty pursuant to an exercise of the Purchase Option (as defined in Fiduciary Security Condition 11.3 (*Repurchase Agreement*)) (hereinafter referred to as the “**Replaced Unsecured Collateral**”) be replaced by Eligible Securities (“**Replacement Unsecured Collateral**”) provided however that such other conditions as may be specified in the Issue Terms are satisfied.

If the Fiduciary has so agreed with the Swap Counterparty and the Option Counterparty, the Swap Counterparty shall deliver the Replacement Unsecured Collateral to the Fiduciary in exchange for the Replaced Unsecured Collateral.

As used in this Fiduciary Security Condition 10.5, “**Eligible Securities**” means securities or other assets of the type or types, and in the amount or amounts, specified for this purpose in the Issue Terms.

- (b) (i) If securities and/or other assets which comprise all or part of the Unsecured Collateral have a maturity date which falls prior to the Final Exercise Date or other date for final settlement of the Fiduciary Securities (“**Maturing Unsecured Collateral**”) and it is provided in the Issue Terms that this Fiduciary Security Condition 10.5(b)(i) applies to the Fiduciary Securities, the proceeds of redemption received upon maturity of such Maturing Unsecured Collateral shall be applied by the Collateral Custodian on behalf of and at the instruction of the Fiduciary:
 - (A) in the purchase of Eligible Securities (“**Substitute Unsecured Collateral**”); and/or
 - (B) by crediting such proceeds of redemption to an interest bearing account in the name of the Collateral Custodian (the “**Collateral Custodian Cash Account**”) opened by the Collateral Custodian with a bank or other financial institution (which shall be the Collateral Custodian unless otherwise specified in the Issue Terms) on terms that the funds standing to the credit of such Collateral Custodian Cash Account shall earn the rate or rates of interest (which may be a floating rate or rates) specified in the Issue Terms or, if no rate is so specified, such rate or rates as may be determined from time to time by the bank or other financial institution with which the Collateral Custodian Cash Account is opened. The Collateral Custodian may, if so directed by the Fiduciary, from time to time apply the funds standing to the credit of the Collateral Custodian Cash Account in the purchase of Eligible Securities, in which case such purchase, and the Eligible Securities so purchased, will be deemed to be Substitute Unsecured Collateral for the purposes of this Fiduciary Security Condition 10.5(b)(i). Subject to any such application by the Collateral Custodian, the Fiduciary and the Collateral Custodian will procure that funds credited to the Collateral Custodian Cash Account from time to time (including capitalised interest) shall be debited from the Collateral Custodian Cash Account on or before the Final Exercise

Date or other date for exercise of the Fiduciary Securities to be applied by the Fiduciary in connection with such redemption, as specified in the Issue Deed. At the instruction of the Fiduciary, the Collateral Custodian may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

Not later than the date of each substitution of Unsecured Collateral pursuant to this Fiduciary Security Condition 10.5(b)(i), the Fiduciary shall give a notice to the Swap Counterparty, the Option Counterparty, the Repurchase Counterparty (if there is a Repurchase Agreement), the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Securities), the Collateral Custodian, the Sub-Custodian and, in accordance with Fiduciary Security Condition 20 (*Notices*), the Securityholders (a “**Substitution Notice**”) in, or substantially in, the form set out in the Fiduciary Agency Agreement, specifying, among other things, the details of any Substitute Unsecured Collateral and the date on which it is to be purchased. A Substitution Notice, once given by the Fiduciary, shall be conclusive and binding on such persons so notified by the Fiduciary.

Notwithstanding the foregoing, a substitution of Unsecured Collateral may only be made if:

- I. the Substitute Unsecured Collateral has been delivered, transferred or assigned to the Fiduciary on the same terms (*mutatis mutandis*) as the Maturing Unsecured Collateral and is subject to the interests created by or pursuant to the Issue Deed; and
- II. such other conditions as may be specified in the Issue Terms are satisfied.

All determinations of the availability of Substitute Unsecured Collateral and all determinations and calculations of the purchase price and applicable date for purchase thereof shall be made by the Swap Counterparty in accordance with the Issue Deed and all such determinations and calculations shall be binding on the Fiduciary, the Option Counterparty, the Securityholders and all other persons. The Fiduciary shall not be liable to the Option Counterparty, the Securityholders or any other person for any loss arising from any arrangement referred to in any Substitution Notice or for the purchase price of the Substitute Unsecured Collateral or otherwise from the operation of this Fiduciary Security Condition 10.5(b)(i).

- (ii) If there is Maturing Unsecured Collateral and it is provided in the Issue Terms that this Fiduciary Security Condition 10.5(b)(ii) applies to the Fiduciary Securities, the Swap Agreement provides that the Swap Counterparty shall on the maturity date of the Maturing Unsecured Collateral, subject to payment in full of all principal, interest and other sums falling due on such date in respect of the Maturing Unsecured Collateral, substitute the Maturing Unsecured Collateral with Eligible Securities. The Swap Counterparty shall give notice in writing in, substantially in, the form set out in the Fiduciary Agency Agreement to the Fiduciary, the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Securities), the Collateral Custodian, the Sub-Custodian, the Option Counterparty and, in accordance with Fiduciary Security Condition 20 (*Notices*), the Securityholders no later than the date on

which such substitution takes place. Such Eligible Securities will as from the date of such substitution be deemed to have been transferred by the Fiduciary to the Swap Counterparty pursuant to the Credit Support Annex free and clear of any liens, claims, charges or encumbrances or any other interest of any third party and on terms that, with effect from such date, the Swap Counterparty will pay to the Fiduciary amounts equal to all distributions received on such Eligible Securities.

The Issue Deed provides that the Fiduciary shall not be liable to the Fiduciary Assets Obligors, any Fiduciary Securityholder or any other person for any loss arising from any arrangement referred to in any Substitution Notice or otherwise from the operation of this Fiduciary Security Condition 10.5(b).

In the case of a Replacement and/or Substitution in accordance with this Fiduciary Security Condition 10.5, a supplement to the relevant prospectus prepared in respect of the listing of the Fiduciary Securities will, in the case of any Series of Securities listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

10.6 Purchase of Unsecured Collateral maturing after the Final Exercise Date

If any securities forming all or part of the Unsecured Collateral have a maturity date falling after the Final Exercise Date of the Fiduciary Securities, the Fiduciary may agree to sell such Unsecured Collateral to the Swap Counterparty for value on the Final Exercise Date at a price equal to the principal amount thereof.

10.7 Realisation of the Fiduciary Assets relating to the Fiduciary Securities

- (a) If the Selling Agent is instructed by the Fiduciary to endeavour to sell or otherwise realise the Unsecured Collateral, the Selling Agent shall, on behalf of and as the agent of the Fiduciary pursuant to, and in accordance with, the provisions of the Fiduciary Agency Agreement, use all reasonable endeavours to sell or otherwise realise the Unsecured Collateral as soon as reasonably practicable on or after the date on which it receives such instruction at its best execution price less any commissions or expenses charged by the Selling Agent and specified for this purpose in the Issue Deed.

If, however, the Selling Agent determines that there is no available market for the Unsecured Collateral or if the Selling Agent otherwise determines that it is impossible to sell or otherwise realise the Unsecured Collateral or any part of it, the Selling Agent will promptly notify the Fiduciary, the Option Counterparty and the Swap Counterparty of such lack of availability or impossibility and the Selling Agent shall not be required to effect the sale or other realisation of the Unsecured Collateral or any further part of it. Any such determination by the Selling Agent shall be in its sole and absolute discretion and shall be binding on the Fiduciary, the Swap Counterparty, the Option Counterparty and the Securityholders. In the event that the Selling Agent makes such determination the Fiduciary at its discretion may (but subject in each case to its being indemnified and/or secured in accordance with such Fiduciary Security Condition) realise all or part of the Unsecured Collateral, as applicable, by other means.

In order to obtain its best execution price for the above purposes, the Selling Agent shall be required to take reasonable care to ascertain the price which is the best available for the sale or other realisation of the Unsecured Collateral at the time of the sale or other realisation for transactions of the kind and size concerned and, unless circumstances

require the Selling Agent to do otherwise in the interests of the Fiduciary Securityholders, to deal at a price which is not less advantageous to the Securityholders.

10.8 **Fiduciary's rights as holder of Unsecured Collateral**

The Fiduciary may, in principle exercise any rights in its capacity as holder of the Unsecured Collateral as directed by an Extraordinary Resolution of the Fiduciary Securityholders or as directed by a third party which has been appointed to provide voting instructions and, if such consent or direction is given, the Fiduciary will act, in principle, in accordance with such consent or direction. In particular, the Fiduciary will not, unless otherwise stated in the relevant Issue Terms, attend or vote at any meeting of holders of the Unsecured Collateral or give any consent or notification or make any declaration in relation to the Unsecured Collateral, as applicable, unless the Fiduciary Securityholders give their prior written consent.

11. **FIDUCIARY ASSET AGREEMENTS**

11.1 **Swap Agreement**

The Swap Agreement will terminate on the date specified in the Swap Agreement (the "**Swap Agreement Termination Date**"), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Swap Agreement will terminate in full if all the Fiduciary Securities are exercised or cancelled prior to their Final Exercise Date pursuant to any provision of Fiduciary Security Condition 6 (*American Style and Bermudan Style Exercise Rights*) and 7 (*Exercise, Purchase and Cancellation*) or upon the occurrence of an Event of Default; and (ii) the Swap Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the number of the relevant Fiduciary Securities being exercised bears to the aggregate number of the Fiduciary Securities of the relevant Series immediately prior to such exercise) if some of the Fiduciary Securities are exercised or the Fiduciary Securities are exercised in part prior to their Final Exercise Date pursuant to any provision of Fiduciary Security Condition 6. In the event of an early termination of the Swap Agreement, either party to the Swap Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Swap Agreement. In the event of an early termination of the Swap Agreement as a result of the exercise of the Fiduciary Securities pursuant to Fiduciary Security Condition 6.2 (*Bermudan Style Exercise*), any obligation of the Fiduciary at any time to deliver the Unsecured Collateral to the Swap Counterparty shall for the purposes of the calculation of such termination payment be deemed to be replaced by an obligation of the Fiduciary to pay to the Swap Counterparty a sum equal to the nominal amount of such Unsecured Collateral.

Neither the Fiduciary nor the Swap Counterparty is obliged under the Swap Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Swap Agreement is terminable in such event. If the Fiduciary, on the occasion of the next payment due under the Swap Agreement, would be required by law to withhold or account for tax such that it would be rendered unable to make payment of the full amount due or would be required to account for tax or would suffer tax on its income in respect of the amount paid to it, the Fiduciary shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction as the principal obligor in accordance with Fiduciary Security Condition 17.3 (A) (*Substitution by the Fiduciary*) or to use all reasonable endeavours to transfer its residence for tax purposes to another jurisdiction.

Any transfer of the rights and obligations of the Swap Counterparty or any guarantee of the obligations of the Swap Counterparty (or of any transferee of the rights and obligations of the Swap Counterparty) in respect of the Swap Agreement will be subject to the Swap

Counterparty having indemnified the Fiduciary against any stamp or other documentary charges and all expenses (if any) incurred by the Fiduciary in connection with such transfer.

To the extent that the Swap Counterparty fails to make payments due to the Fiduciary under the Swap Agreement, the Fiduciary will be unable to meet its obligations in respect of the Fiduciary Securities and Coupons. In such event, the Swap Agreement will be terminated and the Fiduciary Securities will become repayable in accordance with Fiduciary Security Condition 8.3 (*Cancellation for taxation and other reasons*).

11.2 Option Agreement

The Option Agreement will terminate on the date specified in the Option Agreement (the “**Option Agreement Termination Date**”), unless terminated earlier in accordance with its terms. Unless otherwise specified in the Issue Terms, (i) the Option Agreement will terminate in full if all the Fiduciary Securities are exercised prior to their Final Exercise Date pursuant to any provision of Fiduciary Security Condition 6 (*American Style and Bermudan Style Exercise Rights*) and 7 (*Exercise, Purchase and Cancellation*) or upon the occurrence of an Event of Default; and (ii) the Option Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the number of the relevant Fiduciary Securities being exercised bears to the aggregate number of the Fiduciary Securities of the relevant Series immediately prior to such exercise) if some of the Fiduciary Securities are exercised or the Fiduciary Securities are exercised in part prior to their Final Exercise Date pursuant to any provision of Fiduciary Security Condition 6. In the event of an early termination of the Option Agreement, either party to the Option Agreement may be liable to make a termination payment to the other party in an amount determined in accordance with the provisions of the Option Agreement.

Neither the Fiduciary nor the Option Counterparty is obliged under the Option Agreement to gross up payments to be made by it to the other if withholding taxes are imposed on such payments, but the Option Agreement is terminable in such event.

Any transfer of the rights and obligations of the Option Counterparty or any guarantee of the obligations of the Option Counterparty (or of any transferee of the rights and obligations of the Option Counterparty) in respect of the Option Agreement will be subject to the Option Counterparty having indemnified the Fiduciary against any stamp or other documentary charges and all expenses (if any) incurred by the Fiduciary in connection with such transfer.

To the extent that the Option Counterparty fails to meet its obligations to the Fiduciary under the Option Agreement, the Fiduciary will be unable to meet its obligations in respect of the Fiduciary Securities. In such event, the Option Agreement will be terminated and the Fiduciary Securities will become repayable in accordance with Fiduciary Security Condition 6.3 (*Fund Linked Asset Settlement Alternative*).

11.3 Repurchase Agreement

- (a) If it is stated in the Issue Terms that the Fiduciary has entered into the Repurchase Agreement, the Repurchase Counterparty may, subject to the provisions thereof, at any time and from time to time prior to the Final Exercise Date (and provided that the Fiduciary Securities have not become subject to cancellation prior to the Final Exercise Date), by giving written notice to the Fiduciary and the Collateral Custodian (a “**Purchase Notice**”), request the Fiduciary (the “**Purchase Option**”) to transfer any amount of the assets comprised in the Unsecured Collateral (“**Purchased Unsecured Collateral**”) on terms that full legal and beneficial ownership of such Purchased Unsecured Collateral shall vest in the Repurchase Counterparty on the date specified in the Purchase Notice (the “**Delivery Date**”) free and clear of all charges, liens and encumbrances created by the Issue Deed with respect thereto or

otherwise by the Fiduciary and together with the benefit of all the Fiduciary's rights and entitlements thereto and therein subsisting at the time the Purchase Option is exercised against payment to the Fiduciary of the purchase price (the "**Purchase Price**") (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and on terms that the Repurchase Counterparty shall be obliged to deliver the Purchased Unsecured Collateral or Fungible Unsecured Collateral to the Fiduciary on the date specified in the relevant Purchase Notice or, if no date is so specified, on the date specified in the absolute discretion of the Repurchase Counterparty (each, a "**Redelivery Date**") against payment of the repurchase price (the "**Repurchase Price**") (if any) specified in, or determined in accordance with the provisions of, the Issue Terms and that until the Purchased Unsecured Collateral or Fungible Unsecured Collateral is so delivered, all payments of principal, interest or other sums in respect of the Purchased Unsecured Collateral will be made to the Repurchase Counterparty (each, a "**Purchase Transaction**"). Unless otherwise provided in the Issue Terms, the Repurchase Price may not exceed the amount for the time being standing to the credit of the Cash Account.

Fungible Unsecured Collateral", as applicable, means an amount of debt or equity securities equivalent to the Purchased Unsecured Collateral the subject of the relevant Purchase Transaction (provided that, if and to the extent that such Purchased Unsecured Collateral has been redeemed, such expression shall mean a sum of money equivalent to (and in the same currency as) the proceeds of such redemption) and debt or equity securities are "equivalent to" Purchased Unsecured Collateral if they (i) are of the same issuer or obligor (ii) are part of the same issue, series or class, (iii) are of an identical type, nominal value and description and amount as the Purchased Unsecured Collateral and (iv) have the same terms and conditions and rank in all respects *pari passu* and equally with the Purchased Unsecured Collateral.

Under the Repurchase Agreement, the Repurchase Counterparty in respect of a Purchase Transaction will be required to make payments to the Fiduciary equal to each payment of principal, interest, dividends or other distributions made by an obligor of the relevant Purchased Unsecured Collateral (each an "**Income Payment**") on the date on which such payments under such Purchased Unsecured Collateral are made by the obligor of such Purchased Unsecured Collateral.

Any amount of Purchase Price paid by the Repurchase Counterparty to the Fiduciary pursuant to the Repurchase Agreement shall be credited to the Cash Account opened by the Collateral Custodian with a bank or other financial institution (which shall be the Collateral Custodian unless otherwise specified in the Issue Terms) specified in the Issue Deed on terms that the funds standing to the credit of the Cash Account shall earn the rate or rates of interest (which may be a floating rate) specified in the Issue Deed. Funds credited to the Cash Account from time to time (including capitalised interest) shall be debited from the Cash Account on each Repurchase Date to be applied in payment of the Repurchase Price then due or as otherwise provided in the Issue Deed.

To the extent that the Repurchase Counterparty fails to make payments due to the Fiduciary under the Repurchase Agreement, or to deliver Purchased Unsecured Collateral or Fungible Unsecured Collateral to the Fiduciary when required under the Repurchase Agreement, the Fiduciary will be unable to meet its obligations in respect of the Fiduciary Securities. In such event, the Repurchase Agreement will be terminated and the Fiduciary Securities will become repayable in accordance with Fiduciary Security Condition 8.3 (*Cancellation for taxation and other reasons*). Upon enforcement in respect of the Fiduciary Assets the net proceeds thereof may be less than the claims of the Swap Counterparty, the Option Counterparty, the Securityholders and the other persons entitled to the benefit of such security.

- (b) If it is specified in the Issue Terms that Fiduciary Security Condition 10.5(a) (*Replacement and/or Substitution of Unsecured Collateral*) applies to the Fiduciary Securities and unless otherwise specified in the Issue Deed, the Repurchase Counterparty may, at its cost and subject to and in accordance with the provisions of the Issue Deed, deliver a Replacement Notice to the Fiduciary, the Collateral Custodian, the Option Counterparty and the Swap Counterparty (if any) in, or substantially in, the form set out in the Fiduciary Agency Agreement, requesting authorisation from the Fiduciary that any securities or other assets for the time being comprising all or part of the Purchased Unsecured Collateral (hereinafter referred to as the “**Replaced Purchased Unsecured Collateral**”) be replaced (a “**Replacement**”) by other securities or assets of a type or types (or combination thereof), having the features specified in respect of Replacement Unsecured Collateral in the Issue Deed (“**Replacement Purchased Unsecured Collateral**”) and on terms that such other conditions as may be specified in the Issue Deed in respect of a Replacement (as defined therein) are satisfied. Subject to the Fiduciary authorising the Replacement, any such Replacement Purchased Unsecured Collateral shall (to the extent delivered by the Repurchase Counterparty to the Fiduciary when required under the Repurchase Agreement) constitute Replacement Purchased Unsecured Collateral.
- (c) If it is specified in the Issue Terms that Fiduciary Security Condition 10.5(b) (*Replacement and/or Substitution of Unsecured Collateral*) applies to the Fiduciary Securities and securities and/or other assets which comprise all or part of the Purchased Unsecured Collateral have a maturity date which falls prior to the final exercise of the Fiduciary Securities (“**Maturing Purchased Unsecured Collateral**”), then unless provided otherwise in the Issue Deed, the proceeds of exercise received upon maturity of such Maturing Purchased Unsecured Collateral may, upon request to the Fiduciary and if such request is authorised, be applied by the Repurchase Counterparty:
- (i) in the purchase of Further Fiduciary Securities and/or other assets of a type or types (or combination thereof) identified by the Repurchase Counterparty and having the features (if any) specified in respect of Substitute Unsecured Collateral in the Issue Deed (or, if no features are so specified, having such features as the Repurchase Counterparty shall in its sole and absolute discretion determine) (the “**Substitute Unsecured Collateral**”) and each such purchase a “**Substitution**”). Any such Substitute Purchased Unsecured Collateral so specified shall (to the extent delivered by the Repurchase Counterparty to the Fiduciary when required under the Repurchase Agreement) constitute Substitute Purchased Unsecured Collateral for the purposes of the Issue Terms of the Fiduciary Securities; and/or
- (ii) by crediting such proceeds of redemption to an interest bearing account in the name of the Repurchase Counterparty (the “**Repurchase Counterparty Cash Account**”) opened by the Repurchase Counterparty with a bank or other financial institution selected by the Repurchase Counterparty in respect of the proceeds of redemption of Substitute Purchased Unsecured Collateral. Subject to any contrary provision in the Issue Terms of the relevant Fiduciary Securities or in the relevant Purchase Notice, the Repurchase Counterparty will procure that funds credited to the Repurchase Counterparty Cash Account from time to time (including capitalised interest) shall be debited from the Repurchase Counterparty Cash Account on the Final Exercise Date or other date for exercise or cancellation of the Fiduciary Securities and paid to the Fiduciary for application by the Fiduciary in connection with such exercise or cancellation.

Not later than the date of each Substitution, the Repurchase Counterparty shall give a notice to the Fiduciary the Option Counterparty and the Swap Counterparty (if any) (a **Substitution Notice**) in, or substantially in, the form set out in the Fiduciary Agency Agreement, requesting authorisation from the Fiduciary and specifying, among other things, the details of any proposed Substitute Purchased Unsecured Collateral and the date on which it is proposed to be purchased. Upon receipt of a Substitution Notice, if the Fiduciary has determined (acting in its sole and absolute discretion) to authorise the Substitution, the Fiduciary shall forthwith notify the Swap Counterparty, the Option Counterparty, the Principal Paying Agent, the Registrar (in the case of Registered Fiduciary Securities), the Collateral Custodian, the Calculation Agent and, in accordance with Fiduciary Security Condition 20 (*Notices*), the Fiduciary Securityholders of such Substitution.

Notwithstanding the foregoing, a Substitution may only be made if such conditions as are specified in the Issue Deed in respect of a Substitution (as defined herein) are satisfied.

In the case of a Replacement and/or Substitution in accordance with this Fiduciary Security Condition 11.3, a supplement to the relevant prospectus prepared in respect of the listing of the Fiduciary Securities will, in the case of any Series of Fiduciary Securities listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market (and for so long as the rules of the Luxembourg Stock Exchange so require), be lodged with the Luxembourg Stock Exchange.

12. RESTRICTIONS

The Fiduciary has covenanted in the Issue Deed that (*inter alia*) so long as any of the Fiduciary Securities remains outstanding, it will not, without the consent of the Option Counterparty and the Swap Counterparty:

- (a) engage in any activity or do anything whatsoever except:
 - (i) issue or enter into Investments (which as defined in the Issue Deed include further Fiduciary Securities) which are subject to the Securitisation Law ("**Permitted Investments**") or otherwise incur indebtedness in respect of moneys borrowed or raised where such indebtedness is incurred on terms that it is subject to the Securitisation Law and/or the Fiduciary Law and/or such indebtedness relates to assets or other property which are not part of the Fiduciary Assets of any other Fiduciary Securities and on terms which provide for the extinguishment of all claims in respect of such indebtedness after application of the proceeds of the assets on which such indebtedness is secured ("**Permitted Indebtedness**");
 - (ii) enter into any Fiduciary Agency Agreement, Issue Deed, any Fiduciary Asset Agreements or any deed or agreement of any other kind related to any Permitted Investment or Permitted Indebtedness, but provided always that any such agreement is entered into on terms that the obligations of the Fiduciary thereunder are secured on specified assets of the Fiduciary (other than its share capital) which do not form part of the Fiduciary Asset and on terms which provide for extinguishment of all claims in respect of such obligations after application of the assets on which such indebtedness is secured;
 - (iii) acquire, or enter into any agreement constituting the Unsecured Collateral in respect of any Permitted Investment or the assets securing any Permitted Indebtedness;

- (iv) perform its obligations under each Permitted Investment or Permitted Indebtedness and the Fiduciary Agency Agreement, Issue Deed, any Fiduciary Asset Agreements or other deeds or agreements incidental to the issue and constitution of, or the granting of security for, any Permitted Investment or Permitted Indebtedness;
 - (v) enforce any of its rights under the Fiduciary Agency Agreement, the Issue Deed, any Fiduciary Asset Agreements or any other deed or agreement entered into in relation to any Permitted Investment or Permitted Indebtedness;
 - (vi) perform any act incidental to or necessary in connection with any of the above;
- (b) subject to sub-paragraph (a) above, dispose of any of its property or other assets or any part thereof or interest therein (subject as provided in the terms and conditions relating to any Permitted Investment or the terms and conditions of any Permitted Indebtedness); or
 - (c) consolidate or merge with any other person.

13. **PRESCRIPTION**

Claims against the Fiduciary for payment in respect of the Fiduciary Securities, including interest (if applicable) in respect of the Fiduciary Certificates, Receipts and (subject to Fiduciary Security Condition 9.5(b) (*Unmatured Coupons and Receipts and unexchanged Talons for Fiduciary Certificates*)) Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within five years from the appropriate Relevant Date in respect thereof.

*The Luxembourg law dated 3 September 1996 on the involuntary dispossession of bearer securities, as amended (the “**Involuntary Dispossession Law 1996**”) requires that any amount that is payable under the Bearer Fiduciary Securities, Receipts and Coupons (if any) before opposition to such payment under the Bearer Fiduciary Securities, Receipts and Coupons (if any) has been filed (by the relevant holder) but has not yet been paid to the holder of these Bearer Fiduciary Securities, Receipts and Coupons (if any) is paid to the Caisse de Consignations in Luxembourg until the opposition to such payment under the Bearer Fiduciary Securities, Receipts and Coupons (if any) has been withdrawn or elapsed.*

14. **TAXATION AND LIABILITIES**

14.1 **Taxation**

Without prejudice to Fiduciary Security Condition 8.3 (*Cancellation for taxation and other reasons*) the Fiduciary shall not be liable for or otherwise obliged to pay (a) any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Fiduciary Security or (b) any tax, duty, withholding or other payment which arises in respect of any payment due to the Fiduciary under any Fiduciary Assets and all payments made by the Fiduciary shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

The Fiduciary shall not be liable as a result for, or otherwise obliged to pay, any additional amount to any of the Fiduciary Securityholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted pursuant to Fiduciary Security Condition 9.3 (*Payments subject to law, etc*) above.

The tax consequences for each investor in the Fiduciary Securities can be different and therefore investors are advised to consult with their tax advisers as to their specific consequences. However investors should note that under Luxembourg law the Fiduciary is not regarded as the beneficial owner of the Fiduciary Assets. Therefore it is possible that the Fiduciary Securityholders' tax treatment will depend on the type of income and gains arising from the Fiduciary Assets and the Fiduciary Securityholders' proportionate share of such income and gains. The Fiduciary has no obligation to enquire as to the tax residence or status of the holder of any of the Fiduciary Securities or the tax treatment of such income and gains in the hands of such holders. In particular the Fiduciary will not be obliged to make any application for treaty relief or claim a refund of tax in relation to tax withheld at source in relation to such income and gains or to record or report the type of income and gains arising on Fiduciary Assets.

14.2 Liabilities

Without limitation to any other provision of these Fiduciary Security Conditions or the Fiduciary Contract, the Fiduciary may deduct from any payments made by it to Fiduciary Securityholder(s) or (in the case of Fund Linked Securities) a Fiduciary Security by physical delivery, from the amount used to calculate the Fund Interests, pursuant to these Fiduciary Security Conditions, a *pro rata* share of an amount which is necessary to indemnify and reimburse the Fiduciary against any charge, loss, liability, cost, claim, action, damage, expense, demand or any withholding tax (including, without limitation, legal fees, costs, commissions payable, any stamp, documentary, registration or similar duty or tax and expenses) which the Fiduciary may incur or which may be made against any of the Fiduciary, its Affiliates, or any of the Fiduciary's or its Affiliates' directors, officers, employees or agents as a result of, or arising out of, or in connection with the Fiduciary Securities or the relevant Fiduciary Contract and the transactions contemplated thereunder, including entry into the Fiduciary Asset Agreements (if any). Expenses may include, without limitation, the costs of investigating, disputing, defending or pursuing any action, claim, regulatory investigation, legal proceedings or arbitration, whether contemplated or actual.

15. EVENTS OF DEFAULT

The Fiduciary Securities shall become forthwith immediately due and repayable at their Cash Settlement Amount, in each case, in any of the following events (each an “**Event of Default**”):

- (a) if default is made for a period of 14 days or more in the payment of any sum due in respect of the Fiduciary Securities (subject as provided in Fiduciary Security Conditions 8.2 (*Mandatory Cancellation*) and 8.3 (*Cancellation for taxation and other reasons*)) and/or any payment of any sum in respect of an exercise of American Style Exercise Rights or Bermudan Style Exercise Rights (as applicable) or any of them; or
- (b) if the Fiduciary fails to perform or observe any of its other obligations under the Fiduciary Securities, the Issue Deed, the Fiduciary Agency Agreement and any Fiduciary Asset Agreements and (unless such failure is incapable of remedy in which case no such notice as is referred to in this paragraph shall be required) such failure continues for a period of 30 (thirty) calendar days following the service by any Fiduciary Securityholder on the Fiduciary of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or

if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Fiduciary save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by an Extraordinary Resolution.

16. ENFORCEMENT

16.1 Enforcement with respect to the Securitisation Law

Unless otherwise specified in the relevant Issue Terms the Fiduciary shall on an enforcement of the Fiduciary Assets take such action as it is required to take in accordance with the provisions of the Securitisation Law.

16.2 Enforcement with respect to the Fiduciary Law

Consistent with the Fiduciary Law, Fiduciary Securityholders have no direct right of action against any Fiduciary Assets Obligor to enforce their rights under the Fiduciary Securities or the obligations of any Fiduciary Assets Obligor under any relevant Fiduciary Asset Agreement or Fiduciary Asset, even in the case of the Fiduciary's failure to act or the insolvency of the Fiduciary. However, if under the Fiduciary Assets or the Fiduciary Asset Agreements the Fiduciary is entitled and, in addition, has in accordance with the Fiduciary Contract, become obliged to take legal action against any Fiduciary Assets Obligor and has failed to take such action within a reasonable time, then (if and to the extent such failure is continuing) the Fiduciary Securityholders shall be entitled, subject to the prior approval of such action by an Extraordinary Resolution (pursuant to Fiduciary Security Condition 17.1 (*Meetings of Fiduciary Securityholders*) below) of the Fiduciary Securityholders, to institute indirect legal action (*action oblique*) under and subject to the conditions set out in the Luxembourg civil code against the relevant Fiduciary Assets Obligor *in lieu* of the Fiduciary and on its behalf.

Upon the occurrence of an Event of Default, the Fiduciary may in its discretion (without incurring any liability for any action taken or omitted to be taken except for gross negligence (*faute grave*) or wilful misconduct (*dol*)) and without further notice institute such proceedings as it sees fit against the relevant Fiduciary Assets Obligor to assert the Fiduciary's rights under the relevant Fiduciary Asset Agreement or Fiduciary Asset. The Fiduciary will not be obliged to take such action unless it will have been directed to do so by an Extraordinary Resolution of Securityholders or so requested in writing by the holders of more than 50 per cent. in aggregate nominal amount of the Securities then outstanding and arrangements for the indemnification of the Fiduciary (including payment of its expenses) have been made to its satisfaction.

The Fiduciary has no obligation to, and will not, investigate, monitor or assess, either on its own behalf or on behalf of the Fiduciary Securityholders, the financial condition, affairs or status of any Fiduciary Assets Obligor or the validity or enforceability of any of the Fiduciary Asset Agreements. In the event of any enforcement by the Fiduciary of its rights against any Fiduciary Assets Obligor, the Fiduciary will be entitled to be paid, out of the proceeds of such enforcement, all fees, costs, charges, expenses, liabilities and other amounts incurred or payable to it in connection with such enforcement in priority to any claims of the Fiduciary Securityholders.

These Fiduciary Security Conditions form part of each Fiduciary Contract. They set out the rights of a Fiduciary Securityholder under the relevant Fiduciary Contract and certain duties, powers and discretions of the Fiduciary. Although the Fiduciary does not represent the Fiduciary Securityholders, the Fiduciary performs such duties and exercises such powers and discretions in the best interest of the Fiduciary Securityholders.

The Fiduciary Securityholders expressly waive, to the extent legally possible, the right to request the early termination of the Fiduciary Contract in accordance with article 7(6) of the Fiduciary Law.

17. MEETINGS OF FIDUCIARY SECURITYHOLDERS; MODIFICATIONS; WAIVER; AND SUBSTITUTION

17.1 Meetings of Fiduciary Securityholders

The Fiduciary Agency Agreement contains provisions for convening meetings of Fiduciary Securityholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Fiduciary Securities (including these Fiduciary Security Conditions or the provisions of the Fiduciary Agency Agreement insofar as the same may apply to such Fiduciary Securities). The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing more than 50 per cent. per cent. in number of the Fiduciary Securities for the time being outstanding or, at any adjourned such meeting, one or more persons being or representing Securityholders, whatever the number of the Fiduciary Securities so held or represented. Such Extraordinary Resolution may include proposals to approve, *inter alia*, (i) any conservatory measure taken in the common interest of the Fiduciary Securityholders, (ii) the amendment or waiver of specific collateral (if any) granted to the Fiduciary Securityholders, (iii) the decision on the creation of a fund aimed at defending the Fiduciary Securityholders' interests or (iv) the determination of any other measures aimed at defending the Fiduciary Noteholders' interests or the exercise by the Fiduciary Securityholders of their rights, and an Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders, whether present or not, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of exercise or cancellation of the Fiduciary Securities, or any date for payment thereof, (b) to reduce or cancel the number of, or any amount payable on exercise of, the Fiduciary Securities, (c) to change any method of calculating the Cash Settlement Amount, (d) in respect of interest bearing Fiduciary Certificates, if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Cancellation Amount is shown in the Issue Terms, to reduce any such Minimum and/or Maximum, (e) in respect of interest bearing Certificates, to change any method of calculating the Cancellation Amount or, in the case of Zero Coupon Fiduciary Certificates, to vary the method of calculating the Amortised Face Amount, (f) to change the currency or currencies of payment or nominal amount of the Fiduciary Securities, (g) to take any steps which as specified in the Fiduciary Agency Agreement may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (h) to modify the provisions concerning the quorum required at any meeting of Fiduciary Securityholders or the majority required to pass an Extraordinary Resolution, (i) to modify the provisions of the Fiduciary Agency Agreement concerning this exception or (j) to modify any other provisions specifically identified for this purpose in the Fiduciary Agency Agreement or Issue Deed, will only be binding if passed at a meeting of the Fiduciary Securityholders, the quorum at which shall be one or more persons holding or representing not less than 67 per cent. or, at any adjourned meeting, not less than 25 per cent., in number of the Fiduciary Securities for the time being outstanding (an "**Extraordinary Resolution**"). A resolution in writing signed by or on behalf of the holders of not less than 67 per cent. in number of the Fiduciary Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Fiduciary Securityholders and a resolution by way of electronic consent through the relevant Clearing System(s) authorised by or on behalf of the holders of not less than 67 per cent. in in number of the Fiduciary Securities for the time being outstanding shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of Fiduciary Securityholders.

The provisions of articles 470-1 to 470-19 of the amended Luxembourg law dated 10 August 1915 on commercial companies (the "**Companies Law 1915**"), shall not apply to the

Fiduciary Securities, Receipts, Coupons and Talons (if any). No holder of Securities may initiate proceedings against the Fiduciary based on article 470-21 of the Companies Law 1915.

17.2 **Modification, Authorisation and Waiver**

The Fiduciary may agree with the Option Counterparty (if any) and the Swap Counterparty (if any), without the consent of the Fiduciary Securityholders and without liability to any person therefore, (a) any modification of the Fiduciary Security Conditions or the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets and any corresponding provisions of the Fiduciary Security Conditions or the Fiduciary Agency Agreement which is, in the opinion of the Fiduciary, of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law, and (b) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Fiduciary Asset Agreements and any corresponding provisions of the Fiduciary Security Conditions which is in the opinion of the Fiduciary not materially prejudicial to the interests of the Fiduciary Securityholders; (c) any modification of the provisions of the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets which is made to satisfy any requirement of any listing authority or stock exchange on which the Fiduciary Securities are or are proposed to be issued and which, in each case, is not in the opinion of the Fiduciary materially prejudicial to the interests of the Fiduciary Securityholders and (d) any modification of the provisions of the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets which is specified in the Fiduciary Agency Agreement as being a modification to which the Fiduciary may agree without the consent of the Fiduciary Securityholders but only with the prior written consent of the Option Counterparty (if any) and the Swap Counterparty (if any).

Any such modification, authorisation or waiver will be binding on the Fiduciary Securityholders and such modification will be notified to the Fiduciary Securityholders as soon as practicable in accordance with Fiduciary Security Condition 20 (*Notices*); The Issue Deed and the Fiduciary Agency Agreement provides that the Fiduciary shall not agree to any amendment or modification of the Issue Deed and/or the Fiduciary Agency Agreement without first obtaining the consent in writing of the Swap Counterparty and the Option Counterparty, which consent shall not be unreasonably withheld or delayed.

17.3 **Substitution**

(A) **Substitution by the Fiduciary**

The Fiduciary may agree, subject to such amendment of the Fiduciary Security Conditions or the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements and such other conditions as Fiduciary may require, without the consent of the Fiduciary Securityholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to the substitution of any other company (provided that such company is a Qualifying Company (as defined below)) (a “**Substitute Company**”) in place of the Fiduciary or of any previous substituted company, as principal obligor under the Issue Deed and the Fiduciary Asset Agreements of all of the Fiduciary Securities then outstanding. In the case of such a substitution the Fiduciary may agree, without the consent of the Fiduciary Securityholders but subject to the prior written consent of the Swap Counterparty (if any) and the Option Counterparty (if any), to a change of the law governing the Fiduciary Securities and/or the Issue Deed and/or any of the Fiduciary Asset Agreements provided that such change would not, in the opinion of the Fiduciary, be materially prejudicial to the interests of the Fiduciary Securityholders. In addition, the Issue Deed and/or the Fiduciary Agency Agreement shall provide that

the Fiduciary shall be required to use all reasonable endeavours to arrange the substitution of a Substitute Company incorporated in another jurisdiction as principal obligor under the Issue Deed and/or the Fiduciary Agency Agreement, as applicable, in the circumstances described in Fiduciary Security Condition 8.3(a) (*Cancellation for taxation and other reasons*).

If a Director or other authorised officer of any Substitute Company certifies that the Substitute Company will be solvent immediately after the time at which the substitution is to be effected, the Fiduciary shall not have regard to the financial condition, profits or prospects of such Substitute Company or compare the same with those of the Fiduciary (or any previously substituted company).

For the purposes of this Fiduciary Security Condition 17.3, it is expressly agreed that by subscribing to, acquiring or otherwise purchasing the Fiduciary Securities, the holders of the Fiduciary Securities are expressly deemed to have consented to the substitution of the Fiduciary by the Substitute Company and to the release of the Fiduciary from any and all obligations in respect of the Fiduciary Contract, the Fiduciary Securities and all the Fiduciary Asset Agreements attached thereto and are expressly deemed to have accepted such substitution and the consequences thereof.

(B) Substitution by Fiduciary Securityholders

The Fiduciary may at any time be removed as fiduciary in relation to a Series of Fiduciary Securities by an Extraordinary Resolution of the relevant Fiduciary Securityholders in general meeting, provided that no such removal will take effect until (1) each of (a) the appointment by such Fiduciary Securityholders by Extraordinary Resolution of a successor fiduciary (which will be a Qualified Entity); (b) the acceptance of such appointment by such successor; and (c) the assumption by such successor of the rights and obligations of the Fiduciary under the Issue Deed and the Fiduciary Asset Agreements and each Fiduciary Asset, and under each Fiduciary Contract relating to the Fiduciary Securities has become effective and (2) each stock exchange or listing authority on which the Fiduciary Securities are listed and admitted to trading shall have confirmed that following such removal and appointment of a successor fiduciary the Fiduciary Securities would continue to be listed and admitted to trading on such stock exchange or listing authority.

(C) Qualified Entity

For the purposes hereof, "**Qualified Entity**" means any entity which:

- (i) is qualified and authorised to act as a fiduciary under the Fiduciary Law; and
- (ii) is approved by Cirdan..

18. REPLACEMENT OF BEARER FIDUCIARY SECURITIES AND REGISTERED FIDUCIARY SECURITIES

If a Bearer Fiduciary Security or Registered Fiduciary Security is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws at the specified office of the Principal Paying Agent in London (in the case of the Bearer Fiduciary Securities) and the Registrar (in the case of Registered Fiduciary Securities) or the registered office of the Fiduciary or such other Paying Agent, or Transfer Agent, as the case may be, as may from time to time be designated by the Fiduciary for the purpose and notice of whose designation is given to Fiduciary Securityholders in accordance with Fiduciary Security Condition 20 (*Notices*), in each case on payment by the claimant of the fees and costs incurred in

connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Fiduciary Security is subsequently presented for payment there will be paid to the Fiduciary on demand the amount payable by the Fiduciary in respect of such Fiduciary Securities) and otherwise as the Fiduciary may require. Mutilated or defaced Fiduciary Securities must be surrendered before replacements will be issued.

The replacement of Fiduciary Securities in bearer form in the case of loss or theft is subject to the procedure of the Involuntary Dispossession Law 1996, which provides that the person who lost the Bearer Fiduciary Securities may, subject to certain conditions, request the Fiduciary of the Fiduciary Securities to deliver new Bearer Fiduciary Securities.

19. FURTHER ISSUES

- 19.1 The Fiduciary may from time to time without the consent of the Fiduciary Securityholders or (in the case of Fiduciary Certificates) Couponholders, but subject to Fiduciary Security Condition 12 (*Restrictions*), create and issue Further Fiduciary Securities having the same terms and conditions as the Fiduciary Securities in all respects and so that the same shall be consolidated and form a single series with such Securities (the “**Existing Fiduciary Securities**”) provided that, unless otherwise approved by an Extraordinary Resolution of Fiduciary Securityholders, the Fiduciary provides additional Fiduciary Assets for such Further Fiduciary Securities (“**Further Fiduciary Securities**”) of at least an amount determined either on the Nominal Basis or on the Market Value Basis (as each such term is defined below), as selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement (as defined below) (the “**Basis Selection**”), and the Fiduciary enters into, or has the benefit of, additional or supplemental any Fiduciary Asset Agreements extending the terms of any existing applicable Fiduciary Asset Agreements to the Further Fiduciary Securities on terms no less favourable than those on which such existing Fiduciary Asset Agreements, as so extended, apply to the Existing Fiduciary Securities. Any Further Fiduciary Securities shall be constituted an agreement supplemental to the Fiduciary Agency Agreement as constituted by a deed supplemental to the Issue Deed (the “**Supplemental Fiduciary Agency Agreement**” and “**Supplemental Deed**”, and so that, upon the execution of the Supplemental Fiduciary Agency Agreement further to the Supplemental Deed, all references to the “**Fiduciary Agency Agreement**” and “**Issue Deed**” shall be construed as being to such document as amended and supplemented by the Supplemental Fiduciary Agency Agreement and Supplemental Deed, as applicable). Such Further Fiduciary Security shall be added to the Fiduciary Assets so that the Further Fiduciary Securities and the Existing Fiduciary Securities shall have the benefit of the Fiduciary Assets including the Fiduciary Asset Agreements and references in these Fiduciary Security Conditions to “**Fiduciary Securities**”, “**Unsecured Collateral**”, “**Fiduciary Assets**”, “**Credit Support Document**”, “**Swap Agreement**”, “**Option Agreement**”, “**Repurchase Agreement**” and “**Fiduciary Asset Agreement(s)**” shall be construed accordingly.
- 19.2 If at any time the Fiduciary or the Arranger determines, in either case acting in their sole and absolute discretion, that the issue of any Further Fiduciary Securities in respect of the Series of Fiduciary Securities would, or may, or (in the determination of the Fiduciary and/or the Calculation Agent) could reasonably be expected to result in, the Fiduciary, the Arranger and/or any Agent of the Fiduciary acting in breach of, or failing to comply with, any law, rule, regulation, directive, guidance or similar, to the extent applicable to the Fiduciary Securities, including, without limitation, the AIFMD and/or related legislation, rules or guidance (including, without limitation, any legislation implementing the AIFMD) (such a breach or failure to comply, a “**Regulatory Breach**”), the Fiduciary shall not issue any Further Fiduciary Securities in respect of the Series until such amendments have been made to the terms and conditions of the Fiduciary Securities and any other documentation relating to the Fiduciary Securities as the Fiduciary and the Arranger each determines, in its sole and

absolute discretion, would avoid a Regulatory Breach by the issuance of Further Fiduciary Securities in respect of the Series.

In connection with the foregoing, by holding any Securities, each Fiduciary Securityholder shall be deemed to have represented and Fiduciary warranted and agreed that it shall use reasonable efforts to give such consents, and enter into such documentation, as the Fiduciary and the Arranger determine reasonably necessary to give effect to the amendments contemplated in the foregoing paragraph, provided, however, that this shall not require any Fiduciary Securityholder to act adversely to its own interests.

In this Fiduciary Security Condition:

“Nominal Basis” means that the additional assets required to be provided by the Fiduciary in respect of any Further Fiduciary Securities issued or to be issued pursuant to paragraph (a) hereof shall be of a nominal amount which bears the same proportion to the number of the Further Fiduciary Securities as the proportion which the number of such assets forming part of the Fiduciary Assets for the Existing Fiduciary Securities bears to the number of the Existing Fiduciary Securities as at such date;

“Market Value Basis” means that the additional assets required to be provided by the Fiduciary in respect of any Further Fiduciary Securities issued or to be issued pursuant to paragraph (a) hereof shall be the variable E calculated in accordance with the following formula:

$$(A + B) \div C = (D + E + F) \div (G + H)$$

where:

- A = the Value of the assets forming part of the Fiduciary Assets for the Existing Fiduciary Securities as at 11.00 a.m. (London time) on the Issue Date of the Existing Fiduciary Securities
- B = the Mark to Market Value of any Fiduciary Asset Agreements in respect of the Existing Fiduciary Securities as at 11.00 a.m. (London time) on the Issue Date of the Existing Fiduciary Securities
- C = the total number of the Existing Fiduciary Securities as at the Issue Date of the Existing Fiduciary Securities
- D = the Value of the assets forming part of the Fiduciary Assets for the Existing Fiduciary Securities as at 11.00 a.m. (London time) on the London Business Day falling two London Business Days before the Issue Date of the Further Fiduciary Securities (or such other day as may be selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement)
- E = the Value of the additional assets to form part of the Fiduciary Assets for the Existing Fiduciary Securities and the Further Fiduciary Securities required to be provided by the Fiduciary in respect of the Further Fiduciary Securities as at 11.00 a.m. (London time) on the London Business Day falling 2 (two) London Business Days before the Issue Date of the Further Fiduciary Securities (or such other day as may be selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement)
- F = the Mark to Market Value of any Fiduciary Asset Agreements in respect of the Existing Fiduciary Securities, as extended so as to apply also to the Further Fiduciary Securities, as at 11.00 a.m. (London time) on the London Business Day

falling 2 (two) London Business Days before the Issue Date of the Further Fiduciary Securities (or such other day as may be selected by the Fiduciary and specified in the Supplemental Fiduciary Agency Agreement)

G = the total number of the Existing Fiduciary Securities as at the Issue Date of the Further Fiduciary Securities

H = the total number of the Further Fiduciary Securities as at the Issue Date of the Further Fiduciary Securities

for which purposes:

the “**Mark to Market Value**” of any Fiduciary Asset Agreements means the amount (which may be a negative number) determined by the calculation agent under the relevant Agreement (which determination shall be final and binding on all persons in the absence of manifest error), being:

- (i) if such Agreement is a Swap Agreement, the amount that would be payable to the Fiduciary by the Swap Counterparty pursuant to Section 6(e)(ii)(2)(A) thereof as if all Transactions were being terminated on such date, provided that Market Quotation shall be determined by the calculation agent appointed under the relevant Fiduciary Asset Agreements on the basis of quotations, which the calculation agent shall attempt to obtain from at least three Reference Market-makers (as defined in the Swap Agreement) for amounts that would be paid for Replacement Transactions (as that term is defined in the definition of “Market Quotation”) and provided that: (A) if more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (B) if exactly three quotations are provided, the quotation remaining after disregarding the highest and lowest quotations (and, if more than one such quotation has the same highest or lowest value, one of such highest or lowest quotations shall be disregarded); (C) if two quotations are provided, or if two or more of the quotations are the same, the arithmetic mean of such quotations; and (D) if fewer than two quotations are provided, Market Quotation shall be determined in such other manner as such calculation agent, acting in good faith, may determine; or
- (ii) if such Agreement is a Credit Support Document or an Option Agreement or a Repurchase Agreement, an amount (which may be a negative number) that would be payable to the Fiduciary by the Swap Counterparty and/or the Swap Counterparty, as the case may be, determined in the manner specified in the Issue Terms in respect of the Existing Fiduciary Securities or in the Supplemental Deed;

the “**Value**” of any assets forming or to form part of the Fiduciary Assets for the Existing Fiduciary Securities and/or the Further Fiduciary Securities means the amount determined by the calculation agent appointed under the relevant Fiduciary Asset Agreement(s) on the basis of firm bid price quotations (“**Bid Quotations**”) for such assets which the calculation agent shall attempt to obtain from at least three dealers in such assets as the calculation agent may in its discretion select provided that: (i) if more than three Bid Quotations are provided, Value shall be the arithmetic mean of the Bid Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (ii) if exactly three Bid Quotations are provided, the Bid

Quotations remaining after disregarding the highest and lowest Bid Quotations (and, if more than one such Bid Quotation has the same highest or lowest value, one of such highest or lowest Bid Quotations shall be disregarded); (iii) if two Bid Quotations are provided, or if two or more of the Bid Quotations provided are the same, the arithmetic mean of such Bid Quotations; and (iv) if fewer than two Bid Quotations are provided, Value shall be determined in such other manner as such calculation agent, acting in good faith, may determine;

all calculations and determinations of any Mark to Market Value or Value shall be performed or made by the calculation agent under the relevant Fiduciary Asset Agreement(s), or such other person as may be specified in the Issue Deed or Supplemental Deed and shall be conclusive and binding on all persons in the absence of manifest error, and no liability shall attach to such calculation agent or the Fiduciary in respect thereof; and

the Basis Selection shall be made by the Fiduciary, acting in its discretion (subject to any commitment to act in accordance with the instructions of any person), which selection shall be conclusive and binding on all persons and no liability in respect thereof shall attach to the Fiduciary or any other person in accordance with whose instructions the Fiduciary is required to act; and

“London Business Days” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

Following the issue of any Further Fiduciary Securities, each holder of a Fiduciary Security (whether an Existing Fiduciary Security or a Further Fiduciary Security) will have an equal pro rata share in the Fiduciary Assets, as increased in the manner determined by the Basis Selection, and the amount of such pro rata share will be affected by the outcome of the Basis Selection. Any such Fiduciary Assets Obligor or other person shall be entitled to instruct the Fiduciary to make the Basis Selection in such manner as it may deem appropriate, without regard to the interests of the holders of the Existing Fiduciary Securities and/or the Further Fiduciary Securities.

20. NOTICES

20.1 Notice given by the Fiduciary

Notices to the holders of Registered Fiduciary Securities will be mailed to them or, if there is more than one holder of any Registered Fiduciary Security, to the first named holder of that Fiduciary Security at their respective addresses in the Register and will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Fiduciary Securities will be valid if published in a leading daily newspaper of general circulation in Luxembourg. If any such publication is not practicable and none of the Fiduciary Securities are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange, or other stock exchange, notice in respect of such unlisted Fiduciary Securities will be validly given if published in another leading daily newspaper of general circulation in Europe as selected by the Fiduciary). Any such notice to holders of Bearer Fiduciary Securities shall be deemed to have been given on the date of publication or, if published more than once or on different dates, on the date of the first such publication as provided above.

If and for so long as any Fiduciary Securities are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Fiduciary Securities will also be published in accordance with the rules and regulations of the

Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (iii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at).

In respect of interest bearing Fiduciary Certificates, Couponholders and holders of Receipts and Talons shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Fiduciary Certificates in accordance with this Fiduciary Security Condition.

For so long as all of the Fiduciary Securities are represented by a Global Fiduciary Certificate or a Global Fiduciary Warrant and such Global Fiduciary Security is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Fiduciary Securityholders shall be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative accountholders rather than by publication as required by Fiduciary Security Condition 20 above provided that, so long as the Fiduciary Securities are listed on are (i) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market and the rules of the Luxembourg Stock Exchange so require, notices to holders of such Fiduciary Securities will also be published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu)); (ii) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (ii) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at). Any such notice shall be deemed to have been given to the Fiduciary Securityholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any Fiduciary Securities held by a Fiduciary Securityholder are represented by a Global Fiduciary Security, notices to be given by such Fiduciary Securityholder may be given by such Fiduciary Securityholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

20.2 Notices given by Fiduciary Securityholders

Notices to be given by any Fiduciary Securityholder shall be in writing and given by lodging the same, together (in the case of any Fiduciary Security in definitive form) with the relative Fiduciary Security or Fiduciary Securities, with the Registrar. Whilst any of the Securites are represented by a Global Fiduciary Security, such notice may be given by any holder of a Fiduciary Security to the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing Law

- (a) Each of the following documents are governed by, and will be interpreted in accordance with, the laws of Luxembourg:
 - (i) the Issue Deed (excluding the Transaction Documents incorporated therein, save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement);
 - (ii) Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement;
 - (iii) the Fiduciary Contract; and
 - (iv) the Fiduciary Securities (and in the case of interest bearing Fiduciary Certificates, where applicable), Receipts, Coupons or Talons (if any), and any non-contractual obligations arising out of or in connection therewith (unless otherwise specified in the Issue Deed).
- (b) Each Transaction Document, including the Fiduciary Asset Agreements (but excluding Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement) constituted by the Issue Deed and any non-contractual obligations arising out of or in connection with any such Fiduciary Asset Agreements (unless otherwise specified in the Issue Deed) are governed by, and shall be construed in accordance with, the laws of England.

21.2 Jurisdiction

- (a) Actions or proceedings against the Fiduciary in respect of the following documents may be brought only in a court of Luxembourg having jurisdiction:
 - (i) the Issue Deed (excluding the Transaction Documents incorporated therein, save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement);
 - (ii) Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement;
 - (iii) the Fiduciary Contract; and
 - (iv) the Fiduciary Securities (and in the case of interest bearing Fiduciary Certificates, where applicable), Receipts, Coupons or Talons (if any) and any non-contractual obligations arising out of or in connection therewith (unless otherwise specified in the Issue Deed).
- (b) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Document, including the Fiduciary Asset Agreements (save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement). Accordingly any legal action or proceedings arising out of or in conjunction with any Transaction Document, including the Fiduciary Asset Agreement may be brought in such courts (“**Proceedings**”). The Fiduciary has in the Transaction Document, including the Fiduciary Asset Agreements (save for Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement) submitted to the jurisdiction of such courts.

21.3 **Agent for Service of Process**

The Fiduciary has irrevocably appointed the person specified in the Issue Deed as its Agent for Service of Process, at its registered office for the time being, as its agent to receive, for it and on its behalf, service of process in any Proceedings in England.

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

No person shall have any rights to enforce any term or condition of the Fiduciary Securities under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

SUMMARY OF PROVISIONS RELATING TO RELEVANT INSTRUMENTS WHILE IN GLOBAL FORM

Initial Issue of Relevant Notes, Relevant Certificates and Relevant Warrants

Upon the initial deposit of a Relevant Global Bearer Note or a Relevant Global Bearer Security (in respect of Relevant Certificates or Relevant Warrants) with a common depository for Euroclear and Clearstream, Luxembourg and/or any other clearing system (an “**Alternative Clearing System**”) (the “**Common Depository**”) or upon the initial deposit of a Relevant Global Registered Note or a Relevant Global Registered Security (in respect of Relevant Certificates or Relevant Warrants) registered in the name of a nominee for the Common Depository with the Common Depository, Euroclear or Clearstream, Luxembourg, or such Alternative Clearing System will credit each subscriber with a principal amount of Relevant Notes or number of Relevant Certificates or Relevant Warrants equal to the principal amount or number thereof for which it has subscribed and paid.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg or any Alternative Clearing System as the holder of a Relevant Instrument, or a beneficial interest in a Relevant Instrument, as the case may be, represented by a Relevant Global Bearer Note or a Relevant Global Registered Note, a Relevant Global Bearer Security or a Relevant Global Registered Security (in respect of Relevant Certificates or Relevant Warrants) must look solely to Euroclear or Clearstream, Luxembourg or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the holder of such Relevant Global Bearer Note or Relevant Global Bearer Security or the holder of such Relevant Global Registered Note or Relevant Global Registered Security, as the case may be, and in relation to all other rights arising under the Relevant Global Bearer Note, Relevant Global Bearer Security, Relevant Global Registered Note or Relevant Global Registered Security subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Relevant Instrument for as long as the Relevant Instrument are represented by such Relevant Global Bearer Note, Relevant Global Bearer Security, Relevant Global Registered Note or Relevant Global Registered Security and such obligations of the Issuer will be discharged by payment to the holder of such Relevant Global Bearer Note or Relevant Global Bearer Security or the holder of such Relevant Global Registered Note or Relevant Global Registered Security as the case may be, in respect of each amount so paid.

Exchange

Relevant Temporary Global Notes and Relevant Temporary Global Securities

On or after the first day following the Exchange Date (as defined below), a Relevant Temporary Global Note or a Relevant Temporary Global Security may be exchanged (free of charge to the holder) in whole or from time to time in part by its presentation and, on exchange in full, surrender to or to the order of the Principal Paying Agent for interests in a Relevant Permanent Global Note or Permanent Global Security respectively in an aggregate principal amount equal to the principal amount of the Relevant Temporary Global Note or Relevant Temporary Global Security (as the case may be) submitted for exchange provided that there shall have been certification as to non-U.S. beneficial ownership for interests in a Relevant Permanent Global Note or Permanent Global Security or, if so provided in the relevant Issue Terms, for Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities respectively, with respect to such principal amount submitted for such exchange dated no earlier than the Exchange Date.

Relevant Permanent Global Notes and Relevant Permanent Global Securities

Each Relevant Permanent Global Note or Relevant Permanent Global Security will be exchangeable on or after its Exchange Date in whole but not in part for Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities:

- (i) by the Issuer giving notice to the Instrumentholders, the Principal Paying Agent and the Security Trustee, if applicable, of its intention to effect such exchange; or
- (ii) otherwise, if the Relevant Permanent Global Note or Relevant Permanent Global Security is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 (fourteen) calendar days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so.

Relevant Global Registered Notes and Relevant Global Registered Securities

Each Relevant Global Registered Note or Relevant Global Registered Security will be exchangeable on or after its Exchange Date in whole but not in part for Relevant Definitive Registered Notes or Relevant Definitive Registered Securities:

- (i) by the Issuer giving notice to the Instrumentholders, the Registrar and the Security Trustee, if applicable, of its intention to effect such exchange; or
- (ii) otherwise, if the Relevant Global Registered Note or Relevant Global Registered Security is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 (fourteen) calendar days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so.

Delivery of Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities and Relevant Definitive Registered Notes or Relevant Definitive Registered Securities

On or after any due date for exchange for Relevant Definitive Bearer Notes or Relevant Definitive Registered Notes, Relevant Definitive Bearer Securities or Relevant Definitive Registered Securities (a) the holder of a Relevant Global Bearer Note or Relevant Global Bearer Security may surrender such Relevant Global Bearer Note or Relevant Global Bearer Security or, in the case of a partial exchange, present it for endorsement to or to the order of the Principal Paying Agent and (b) the holder of any Relevant Global Registered Note or Relevant Global Registered Security may, in the case of exchange in full, surrender such Relevant Global Registered Note or Relevant Global Registered Security. In exchange for any Relevant Global Bearer Note, Relevant Global Registered Note, Relevant Global Bearer Security or Relevant Global Registered Security, or the part thereof to be exchanged, the Issuer will in the case of (i) a Relevant Global Bearer Note or Relevant Global Bearer Security exchangeable for Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities and (ii) a Relevant Global Registered Note or Relevant Global Registered Security exchangeable for Relevant Definitive Registered Notes or Relevant Definitive Registered Securities, deliver, or procure the delivery of an equal aggregate principal amount or number of duly executed and authenticated Relevant Definitive Bearer Notes, Relevant Definitive Registered Notes, Relevant Definitive Bearer Securities and/or Relevant Definitive Registered Securities, as the case may be. Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities will be security printed and Relevant Definitive Registered Notes or Relevant Definitive Registered Securities will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the relevant Issue Deed. On exchange in full of each Relevant Global Bearer Note or Relevant Global Bearer Security, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities, as the case may be.

Exchange Date

“Exchange Date” means, in relation to a Relevant Temporary Global Note or a Relevant Temporary Global Security, the day falling after the expiry of 40 calendar days after its issue date, but provided that if the Issuer issues any further Relevant Notes pursuant to Condition 15.1(a) or further Relevant Securities pursuant to Condition 16.1(a) prior to the Exchange Date in relation to the Relevant Temporary Global Note or Relevant Temporary Global Security representing the Relevant Notes or the Relevant Securities respectively with which such further Relevant Notes or further Relevant Securities respectively shall be consolidated and form a single series, such Exchange Date may be extended to a date not less than 40 (forty) calendar days after the date of issue of such further Relevant Notes or further Relevant Securities (as the case may be) (but provided further that the Exchange Date for any Relevant Notes or Relevant Securities may not be extended to a date more than 160 (one hundred and sixty) calendar days after their Issue Date). **“Exchange Date”** means (i) in relation to a Relevant Permanent Global Note or a Permanent Global Security, a day falling not less than 60 (sixty) calendar days after that on which the notice requiring exchange is given or the date on which the Relevant Permanent Global Note becomes exchangeable pursuant to paragraph (ii) under “Relevant Permanent Global Notes” above and, in any case, on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and in the city in which the relevant clearing system is located and (ii) in relation to a Relevant Global Registered Note or Global Security a day falling not less than 60 (sixty) calendar days after that in which the notice requiring exchange is given and, in any case, in which banks are open for business in the city in which the relevant clearing system is located.

Legend

Unless such Relevant Notes are issued in compliance with the C Rules, each Relevant Permanent Global Note, Relevant Definitive Bearer Note, Talon, Coupon and Receipt that has an original maturity of more than one year will bear the following legend:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections of the U.S. Internal Revenue Code of 1986 referred to in the legend provide that a United States taxpayer, with certain exceptions, will not be permitted to deduct any loss, and will not be eligible for capital gains treatment with respect to any gain realised, on any sale, exchange or redemption of Relevant Notes or any related Coupons.

Amendment to Conditions

Each Relevant Temporary Global Note and Relevant Permanent Global Note, Relevant Temporary Global Security and Relevant Permanent Global Security, Relevant Global Registered Note and Relevant Global Registered Security will contain provisions that apply to the Relevant Instrument that they represent, some of which will modify the effect of the Terms and Conditions of the Relevant Instrument set out in this Base Prospectus. The following is a summary of those provisions:

Payments

No payment falling due after the Exchange Date will be made on any Relevant Temporary Global Note or Relevant Temporary Global Security unless exchange for an interest in a Relevant Permanent Global Note or Relevant Permanent Global Security respectively or for Relevant Definitive Bearer Notes or Relevant Definitive Bearer Securities respectively is improperly withheld or refused. Payments on any Relevant Temporary Global Note or Relevant Temporary Global Security issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Issue

Deed. All payments in respect of Bearer Notes or Bearer Securities represented by a Relevant Global Bearer Note or Relevant Global Bearer Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bearer Notes or Bearer Security, surrender of that Relevant Global Bearer Note or Relevant Global Bearer Security to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Instrumentholders for such purpose. A record of each payment so made will be endorsed on each Relevant Global Bearer Note or Relevant Global Bearer Security, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Bearer Notes or Bearer Security represented thereby.

Prescription

Claims against the Issuer, in the case of principal or interest or any other payment, in respect of Relevant Instruments that are represented by a Relevant Permanent Global Note a Relevant Permanent Global Security or a Relevant Global Registered Note or a Relevant Global Registered Security will become void unless it is presented for payment within a period of five years from the appropriate Relevant Date.

Meetings

The holder of a Relevant Temporary Global Note, a Relevant Permanent Global Note, a Relevant Temporary Global Security, a Relevant Permanent Global Security or of the Relevant Instrument represented by a Relevant Global Registered Note or a Relevant Global Registered Security shall be treated as being two persons for the purposes of any quorum requirements of a meeting of Instrumentholders and, at any such meeting, the holder of a Relevant Temporary Global Note or a Relevant Permanent Global Note or of the Relevant Notes represented by a Relevant Global Registered Note shall be treated as having one vote in respect of each minimum Denomination for which such Relevant Temporary Global Note or Relevant Permanent Global Note or Relevant Notes represented by a Relevant Global Registered Note may be exchanged and the holder of the Relevant Instrument represented by a Relevant Temporary Global Security, a Relevant Permanent Global Security or of the Relevant Instrument represented by a Relevant Global Registered Security shall be treated as having one vote in respect of each single Relevant Security for which such Global Security may be exchanged. The provisions of articles 470-1 to 470-19 of the Luxembourg law dated 10 August, 1915 on commercial companies, as amended, shall not apply to the Relevant Instrument and any Coupons. No holder of Relevant Notes may initiate proceedings against the Issuer based on article 470-21 of the Companies Law 1915.

Cancellation

Cancellation of any Bearer Note or Bearer Security represented by a Relevant Permanent Global Note or Relevant Permanent Global Security respectively that is required by the Relevant Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the Relevant Permanent Global Note or by a reduction in the nominal amount of the Relevant Permanent Global Security. For as long as the Relevant Notes or Relevant Securities are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or listed and admitted to trading on the Third Market of the Vienna Stock Exchange) the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and/or the Vienna Stock Exchange (as the case may be) must be informed of any cancellation of the Relevant Notes prior to their maturity.

Purchase

Instruments represented by a Relevant Permanent Global Note or Relevant Permanent Global Security may only be purchased by the Issuer together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

Issuer's Options

For so long as all of the Relevant Instrument are represented by a Relevant Temporary Global Note or a Relevant Permanent Global Note or a Relevant Temporary Global Security or a Relevant Permanent Global Security or a Relevant Global Registered Note or a Relevant Global Registered Security and such Relevant Global Bearer Note(s) or Relevant Global Registered Note(s) or Relevant Global Bearer Security(s) or Relevant Global Registered Security(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no drawing of Relevant Instruments will be required in the event that the Issuer exercises its call option or cancellation right pursuant to Note Condition 5.8 or Fiduciary Note Condition 6.9 or Security Condition 7.8 or Fiduciary Security Condition 8.8 (as applicable) in respect of the Relevant Instruments in respect of less than the aggregate principal amount or aggregate number of the Relevant Instrument of any Series. In such event, the rights of accountholders with a clearing system in respect of the Relevant Instrument will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or an Alternative Clearing System (as the case may be).

Instrumentholders' Options

Any option of the Instrumentholders provided for in the Relevant Conditions of any Relevant Instruments while such Relevant Instruments are represented by a Relevant Permanent Global Note or by a Relevant Global Registered Note or Relevant Permanent Global Security or by a Relevant Global Registered Security, as the case may be, held on behalf of Euroclear and/or Clearstream, Luxembourg may be exercised by the holder of the Relevant Instrument giving notice in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) of the principal amount or number of the Relevant Instrument in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Note or Global Securities to the Principal Paying Agent for notation accordingly within the time limits set forth in the Relevant Conditions.

Conversion

For so long as all of the Relevant Instrument are represented by a Relevant Permanent Global Note or by a Relevant Global Registered Note or by a Relevant Permanent Global Security or by a Relevant Global Registered Security, as the case may be, held on behalf of Euroclear and/or Clearstream, Luxembourg, a Instrumentholder wishing to exercise its Noteholder's option or (in respect of Relevant Securities) an American Style Exercise Rights or Bermudan Style Exercise Rights shall not be required to deposit the relevant Instrument(s) with the Paying Agent to whom the relevant Option Notice (in the case on Relevant Notes) or Exercise Notice (in the case on Relevant Securities) is delivered. On the Exchange Date in respect of such Relevant Instrument(s) the Paying Agent to whom the relevant notice is delivered shall, on behalf of the relevant Instrumentholder, obtain confirmation from Euroclear and/or, as the case may be, Clearstream, Luxembourg that the Instrumentholder (or, as the case may be, the name of the accountholder specified in the Option Notice or Exercise Notice) is shown in its records as the holder of at least the principal amount of or number of Relevant Instruments in respect of which the Option Notice or Exercise Notice has been delivered. Whilst the Relevant Instrument are represented by a Relevant Permanent Global Note or by a Relevant Global Registered Note or Global Securities, as the case may be, and such Relevant Permanent Global Note or Relevant Global Registered Note or Relevant Permanent Global Security or by a Relevant Global Registered Security is held on behalf of Euroclear and/or Clearstream, Luxembourg, Option Notices or Exercise Notices shall be given in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg (which may include notice being given on the instruction of the relevant accountholder by Euroclear and/or, as the case may be, Clearstream, Luxembourg or any common depositary therefor to the Paying Agent by electronic means) in a form acceptable to Euroclear and/or, as the case may be, Clearstream, Luxembourg.

Security Trustee's Powers with respect to the Issuer in its non-Fiduciary capacity

In considering the interests of Instrumentholders while any Global Bearer Note or Global Bearer Security is held on behalf of, or any Global Registered Note or Global Security is registered in the name of any nominee for, a clearing system, the Security Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity, if applicable, (either individually or by category) of its accountholders with entitlements to such Global Bearer Note or Global Registered Note or Global Bearer Security or Global Registered Security and may consider such interests as if such accountholders were the holders of the Instrument represented by such Global Note or Global Registered Note or Global Bearer Security Global Registered Security.

Notices to Instrumentholders

So long as any Relevant Instruments are represented by a Relevant Global Bearer Note or a Relevant Global Registered Note (in the case of Relevant Notes) or a Relevant Global Bearer Security Relevant Global Registered Security (in respect of Relevant Certificates or Relevant Warrants) and such Relevant Global Bearer Note, Relevant Global Registered Note, Relevant Global Bearer Security or Relevant Global Registered Security is held on behalf of a clearing system, notices to the holders of Relevant Instruments of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Relevant Conditions or by delivery of the relevant notice to the holder of the Relevant Global Bearer Note, Relevant Global Registered Note, Relevant Global Bearer Security or Relevant Global Registered Security and such notice will be deemed given 3 (three) Business Days after the date of such delivery to the relevant clearing system except that so long as the Relevant Instrument are (a) listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market, notices shall also be published in accordance with the rules of the Luxembourg Stock Exchange which may include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu); (b) listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange, notices shall also be published in accordance with the rules of the Frankfurt Stock Exchange which may include publication on the website of the Frankfurt Stock Exchange (www.boerse-frankfurt.de) and/or (c) listed and admitted to trading on the Third Market of the Vienna Stock Exchange notices shall also be published in accordance with the rules of the Vienna Stock Exchange which may include publication on the website of the Vienna Stock Exchange (www.wienerborse.at).

Notices to the Issuer

So long as any Relevant Instruments are represented by a Relevant Global Bearer Note or a Relevant Global Registered Note (in the case of Relevant Notes) or a Relevant Global Bearer Security or Relevant Global Registered Security (in respect of Relevant Certificates or Relevant Warrants) and such Global Note, Relevant Global Registered Note, Relevant Global Bearer Security or Relevant Global Registered Security is held on behalf of a clearing system, notices to the Issuer may be given by delivery of the relevant notice to that clearing system for communication by it to the Issuer in such manner as the relevant clearing system may approve for this purpose.

Securitisation Law

By subscribing to the Instruments, or otherwise acquiring the Instruments, the holders of Relevant Instruments expressly acknowledge and accept that the Issuer (i) is subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended, and (ii) has created a Compartment (and also a Fiduciary estate in respect of the Issuer in its Fiduciary capacity) in respect of the Relevant Instruments to which all assets, rights, claims and agreements relating to the Relevant Instruments will be allocated. The holders of Relevant Instruments acknowledge and accept the subordination waterfall and the priority of payments (if any) included in the issuance documentation relating to the Relevant Instruments. Furthermore, the holders of Relevant Instruments acknowledge and accept that they have only recourse to the assets of the Compartment (or the Fiduciary estate, as

the case may be) and not to the assets allocated to other compartments created by the Issuer or any other assets of the Issuer. The holders of Relevant Instruments acknowledge and accept that once all the assets allocated to the Compartment have been realised, they are not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished. The holders of Relevant Instruments accept not to attach or otherwise seize the assets of the Issuer allocated to the Compartment or to other compartments of the Issuer or other assets of the Issuer. In particular, no holder of Relevant Instruments shall be entitled to petition or take any other step for the winding-up, liquidation and bankruptcy of the Issuer or any other similar proceedings.

Relevant Partly-Paid Notes and Relevant Variable Funding Notes

The provisions relating to Relevant Partly-Paid Notes and Relevant Variable Funding Notes are not set out in this Base Prospectus but will be contained in the relevant Issue Terms and also in the Relevant Global Note.

USE OF PROCEEDS

The net proceeds from each issue of Relevant Instruments will be used to acquire the Secured (in the case of the issuances of the Issuer in its non-Fiduciary capacity only) and Unsecured Collateral (if any) which will form part of the Compartment Assets or Fiduciary Assets, as the case may be, in respect of the Relevant Instruments, to pay for or enter into any Credit Support Document or Swap Agreement in connection with such Relevant Instruments and to pay expenses or other amounts in connection with the administration of the Issuer and/or the issue of the Relevant Instruments. The Compartment Assets or Fiduciary Assets, as the case may be, in respect of a Series of Relevant Instruments will be expected to have characteristics that demonstrate a capacity to produce funds to service the Issuer's payment obligations in respect of that Series of Relevant Instruments.

DESCRIPTION OF THE ISSUER

General

Aldburg S.A. (the "**Issuer**" and the "**Fiduciary**") was incorporated in the Grand Duchy of Luxembourg as a public limited liability company (*société anonyme*) with unlimited duration on 30 September 2016 and is registered with the Luxembourg Register of Commerce and Companies under number B209441. The Issuer was established to offer securities in accordance with the provisions of the Securitisation Law and its activities are subject to such act.

The Articles have been published on the website of the Issuer (www.aldburg.com) and copies are also available at the registered office of the Issuer.

The registered office of the Issuer is at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg . The telephone number of the Issuer is +352 20 600 100. The share capital of the Issuer is EUR 31,000 divided into 1,000 Ordinary Shares with a par value of EUR 31 each ("**Issuer Shares**") all of which are fully paid.

References to the Issuer shall be understood to be references to the Issuer in each of its Fiduciary and non-Fiduciary capacity.

Shareholder

The sole shareholder of the Issuer is Stichting Apolleon, a foundation (*stichting*) under the laws of the Netherlands specifically set up for the purpose of holding the Issuer's shares. Stichting Apolleon is not owned (or controlled) by any person (save for the control exercised by its board of directors). Stichting Apolleon has no beneficial interest in and will not derive any benefit from its shareholding in the Issuer. By law, a Dutch foundation like Stichting Apolleon can only make distributions for charitable purposes or otherwise of a benevolent or social nature and is prohibited from making any distributions to its directors.

The Issuer shares its office (and may share one or more directors) with Stichting Apolleon and Stichting Apolleon does not have any other address.

Stichting Apolleon is registered in the Netherlands Commercial Register under number 68193866.

Principal activities of the Issuer

The Issuer will carry out securitisation transactions within the meaning of the Securitisation Law and participate in any such transaction by assuming (acquiring) assets (risks) and/or by issuing securities to ensure the financing of the relevant transaction.

The Issuer may amongst other things, acquire or assume, directly or through another entity or vehicle or synthetically, the risks relating to the holding or ownership of claims, structured deposits, receivables and/or other goods, structured products relating to commodities or assets (including securities of any kind), either movable or immovable, tangible or intangible, and/or risks relating to liabilities or commitments of third parties or which are inherent to all or part of the activities undertaken by third parties, by issuing securities of any kind (*valeurs mobilières*) (including for the avoidance of doubt, without any intention of limitation, notes, bonds, certificates and/or warrants and securities in bearer form and/or registered form and/or dematerialised form whose value or return is linked to these risks).

The Issuer may assume or acquire these risks by acquiring, by any means, amongst others, notes, bonds, gilts, bonds, bills of exchanges, treasuries, warrants, fund units, shares or any other type of equities, claims, deposits, receivables and/or other goods, structured products relating to commodities or assets, by guaranteeing the liabilities or commitments of third parties or by binding

itself in any other way. The method that will be used to determine the value of the securitised assets may be set out in any relevant issue documents entered into by the Issuer from time to time.

The securities issued by the Issuer may be listed and/or admitted to trading on any of stock exchange, whether a regulated market or not and may allow for its securities issued to be cleared, settled, deposited or held in custody in any manner whatsoever.

The Issuer may, within the limits of the Securitisation Law, proceed, so far as they relate to securitisation transactions, to (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg and foreign companies or funds or partnerships of any kind, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any other manner of stock, bonds, debentures, securities and other instruments or financial instruments of any kind (including securities or parts or units issued by Luxembourg or foreign mutual funds or similar undertakings and exchangeable or convertible securities) and receivables, claims or loans or other credit facilities and agreements or contracts relating thereto, and (iii) the ownership, development and administration of a portfolio of assets (including, among other things, the assets referred to in (i) and (ii) above).

The Issuer may, within the limits of the Securitisation Law and for as long as it is necessary to facilitate the performance of its corporate object, borrow in any form and enter into any type of loan agreement. The Issuer may issue, to the public or otherwise, instruments in the form of securities, bonds (including exchangeable or convertible securities and securities linked to an index or a basket of indices or shares), debentures, certificates, warrants and any other kind of debt or equity securities, including under one or more issuance programmes.

The Issuer may lend funds including the proceeds of any borrowings and/or issues of securities, within the limits of the Securitisation Law and provided such lending or such borrowing relates to securitisation transactions, to its subsidiaries or affiliated companies or to any other company, entity or person.

The Issuer may, within the limits of the Securitisation Law, give guarantees and grant security over its assets in order to secure the obligations it has assumed for the securitisation of those assets or for the benefit of investors (including the Security Trustee, agent, security agent or other representative, if any) and/or any issuing entity participating in a securitisation transaction of the Issuer. The Issuer may not pledge, transfer, encumber or otherwise create security over some or all of its assets or transfer its assets for guarantee purposes, unless permitted by or consistent with the Securitisation Law.

The Issuer may further act as fiduciary (*fiduciaire*) under the Fiduciary Law in order to issue, on a fiduciary basis, in its own name but at the sole risk and for the exclusive benefit of one or more investors, fiduciary instruments in accordance with the Fiduciary Law.

Any Fiduciary Securities so issued may have any of the features or characteristics (or combination thereof) of the securities that may be issued by the Issuer in its non-Fiduciary capacity.

The Issuer may enter into, execute and deliver and perform any swaps, futures, forwards, derivatives, options, repurchase, stock lending and similar transactions for as long as such agreements and transactions are necessary to facilitate the performance of the Issuer's corporate object set out in its Articles.

The Issuer may generally employ any techniques and instruments relating to investments for the purpose of their efficient management, including, but not limited to, techniques and instruments designed to protect it against credit, currency exchange, interest rate risks and other risks.

The Issuer may, within the limits of the Securitisation Law and in accordance with the provisions of the relevant issue documentation of the securities entered into by the Issuer from time to time, assign or arrange for the assignment of the underlying assets and risks which guarantee the rights of the relevant investors.

The Issuer is entitled to create one or more compartments (representing the assets of the Issuer relating to an issue of securities or otherwise necessary to attain its corporate object), in each case corresponding to a separate part of the Company's estate and/or Fiduciary Estate, as applicable. The Issuer may appoint one or more fiduciary representatives as described in articles 67 to 84 of the Securitisation Law.

The descriptions above are to be understood in their broadest sense. The corporate object of the Issuer shall include any transaction or agreement which is entered into by the Issuer, provided it is not inconsistent with the foregoing stated purposes.

In general, the Issuer may take any controlling and supervisory measures and carry out any operation or transaction which it considers necessary or useful in the accomplishment and development of its corporate objects to the largest extent permitted under the Securitisation Law.

Employees

The Issuer shall not, without the prior consent in writing of the Security Trustee (with respect to the Issuer in its non-Fiduciary capacity and in the case of a secured Series of Instruments) or the prior consent of the Instrumentholders acting by way of Extraordinary Resolution (with respect to the Issuer in its Fiduciary or non-Fiduciary capacity and in the case of an unsecured Series of Relevant Instruments) and except as provided for or contemplated in the transaction documents and the Securitisation Law have any employees.

Other assets of the Issuer

The Issuer has, and will have, no assets other than the sum of EUR 31,000 representing the issued and paid-up share capital, such fees (as agreed) per issue payable to it in connection with the issue of Relevant Instruments or the purchase, sale or incurring of other obligations and any Compartment Assets or Fiduciary Assets, as the case may be, and any other assets on which the Relevant Instruments are secured. Save in respect of the fees generated in connection with each issue of Relevant Instruments, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the Issuer's issued and paid-up share capital, the Issuer will not accumulate any surpluses (unless otherwise required by or necessary under applicable law).

No guarantee

The Relevant Instruments are obligations of the Issuer alone and not of, or guaranteed in any way by, the Security Trustee (if any). Furthermore, they are not obligations of, or guaranteed in any way by Cirdan Capital Management Ltd (or any of its Affiliates), or any (in the case of the Issuer acting in its non- Fiduciary capacity) Related Agreement Counterparty or (in the case of the Issuer acting in its Fiduciary capacity) Fiduciary Assets Obligor or the Principal Paying Agent.

Compartments and Fiduciary Estates

Under the Issuer's Articles, its board of directors may create one or more Compartments, each Compartment corresponding to a distinct part of the Issuer's assets and liabilities. Where the Issuer acts in its Fiduciary capacity, each Compartment shall relate to a separate Fiduciary Estate.

Each Compartment may be liquidated separately without such liquidation resulting in the dissolution or liquidation of any other Compartment (or the Issuer as a whole).

Each Series of Relevant Instruments shall be issued by a separate Compartment (and related to a separate Fiduciary Estate where the Issuer acts in its Fiduciary capacity) of the Issuer and, by way of derogation from article 2093 of the Civil Code, the assets of a Compartment are exclusively available to satisfy the rights of the creditors of that Compartment (including the holders of the Relevant Instrument issued by that Compartment). Conversely, recourse of a Compartment's creditors (including its Instrumentholders) is limited to the assets of that Compartment and Fiduciary Estate, as applicable.

The Issuer's general expenses and liabilities, which do not specifically relate to any Compartment or Series of Relevant Instruments or which otherwise relate to the uncompartimentalised core of the Issuer, may be allocated to the Compartments, on a half year basis in arrears, to all the Compartments, on an equal basis and *pro rata temporis* for compartments created within such half year or in any other manner as may be permitted by the Securitisation Law from time to time, where the relevant issue documentation expressly authorises such creditors to have recourse against the assets allocated to such Compartments, including where such Compartments have been created in connection with a Fiduciary Estate.

Directors

The management and administration of the Issuer is incumbent upon its directors, who together form a board, which board may exercise all powers not reserved by law or the articles to the general meeting or any other body of the Issuer.

The board of directors of the Issuer is composed of three directors each of which has their business address for purposes of the Programme at the registered office of the Issuer:

- Tjebbe Cornelis de Jong
- Trustmoore Luxembourg S.A.
- Johannes Andries van den Berg

Each director has entered into a service agreement with the Issuer and each director may resign and may be removed from office, at any time, in accordance with the applicable provisions of the Companies Law 1915. In the event of any such resignation or removal, for whatever reason, appropriate alternative arrangements will have to be put into place.

No director performs activities outside the Issuer that are significant with respect to the Programme. There are no potential conflicts of interests between any duties to the Issuer of the directors and their private interests and or other duties.

Statutory Auditors

The statutory auditors (*réviseur d'entreprises agréés*) of the Issuer are Ernst & Young of 35E, avenue John F. Kennedy, L- 1855 Luxembourg. Ernst & Young is a member of the Luxembourg institute of auditors (*Institut des réviseurs d'entreprises*). Nk,djfas:~@~

Financial Statements

The financial year of the Issuer is the calendar year (save that the first financial year was from the date of incorporation to 31 December 2017). The Issuer has published its first audited financial statements in respect of the period ending on 31 December 2017. The Issuer has opted not to

prepare semi-annual or other interim financial statements subject to and in accordance with applicable law and regulation.

In accordance with Articles 461-1, 461-7 and 461-8 of the Companies Law 1915, the Issuer is obliged to publish its annual accounts on an annual basis following approval of the annual accounts by the annual general meeting of the shareholders. The annual general meeting of the shareholders shall be held at the registered office of the Issuer, or at such other place in municipality of its registered office as may be specified in the convening notice of the meeting.

Litigation

There are no, and have not been, any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.

There are no (nor have there been any) governmental, legal or arbitration proceedings pending (or threatened of which the issuer is aware) against the Issuer.

Significant or material change

There has been no material adverse change in the financial position or prospects of the Issuer in the 12 months preceding the date of this document.

Publication of Inside Information

Inside information (within the meaning of Regulation 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, as amended (the "**MAR**") that the Issuer is required to disclose publicly pursuant to the MAR will be published on the website <https://www.aldburg.com>.

FIDUCIARY CONTRACT

The following is a description of the Fiduciary Contract (as defined below) which, subject to amendment or modification, will be incorporated into each Instrument and will appear on any Fiduciary Instrument.

Each Fiduciary Instrument is one of a series of Fiduciary Instruments issued on a fiduciary basis, each of which evidences the existence of a fiduciary contract on the terms and subject to the conditions described below (the "**Fiduciary Contract**") between the holder of such Fiduciary Instrument and Aldburg S.A. as Fiduciary. The Fiduciary Contract is a *contrat fiduciaire* governed by the Luxembourg law dated 27 July 2003 relating to trust and fiduciary contracts, as amended (the "**Fiduciary Law**"). By subscribing to, or otherwise acquiring, the Fiduciary Instrument, each Instrumentholder will be deemed to have accepted, acknowledged and agreed to all the provisions of the Fiduciary Contract.

The Fiduciary Conditions form part of the Fiduciary Contract and set out the rights of each Instrumentholder under the Fiduciary Contract and certain duties, powers and discretions of the Fiduciary. In connection with the exercise by the Fiduciary of its powers and discretions (including, without limitation, any modification, authorisation or waiver), the Fiduciary shall have regard to the best interests of the Instrumentholders as a class and, in particular, shall not consider the consequences of the exercise of its powers and discretions for individual Instrumentholders. No Instrumentholder shall be entitled to claim, from the Fiduciary or any other person, any indemnification or payment in respect of any tax consequences of any such exercise upon individual Instrumentholders except to the extent already provided for in Fiduciary Note Condition and Fiduciary Security Condition 16 (*Enforcement*). Further the Fiduciary will account to the Instrumentholders for all payments of principal, interest or any other sums received under the Fiduciary Asset Agreements and Fiduciary Assets, in such manner as to give effect to the Fiduciary Conditions. The Fiduciary makes no representation or warranty and assumes no liability for, or responsibility or obligation in respect of, the legality, validity or enforceability of the Fiduciary Asset Agreements, the Fiduciary Assets or any of them, the performance and observance by any Fiduciary Assets Obligor of their obligations in respect of the Fiduciary Asset Agreements or the recoverability of any monies due or to become due under the Fiduciary Asset Agreements or the Fiduciary Assets. The Fiduciary is under no obligation to seek or maintain any insurance in respect of any Fiduciary Assets or any part of the Fiduciary Assets.

The Fiduciary does not represent the relevant Instrumentholders and shall be under no obligation to the Instrumentholders other than that of faithful performance of its undertakings, duties, rights, powers and discretions under the relevant Fiduciary Contract as set forth above and, in the event of a relevant of a redemption or cancellation for taxation and other reasons (pursuant to Fiduciary Condition 6.3 or 8.3, as applicable) or a redemption or cancellation at the option of the Fiduciary (pursuant to Fiduciary Condition 6.8 or 8.8, as applicable) or a redemption or cancellation following an Administrator/Benchmark Event (as defined in Fiduciary Condition 6.4 or 8.4, as applicable) or a redemption or cancellation following a Noteholder / Securityholder Identification Event (as defined in Fiduciary Condition 6.5 and 8.5 respectively) or on or a redemption at the option of the Fiduciary Noteholders pursuant to Fiduciary Note Condition 6.9 or exercise of American Style or Bermudan Style Exercise Right (pursuant to Fiduciary Security Condition 6) or an exercise, purchase or cancellation (pursuant to Fiduciary Condition 6 or 8, as applicable), or an Event of Default (as defined in Fiduciary Condition 14 or 15, as applicable) or an early redemption of Fiduciary Instruments pursuant to any additional terms and conditions as may be specified in the Issue Terms, shall be under no obligation to apply the proceeds of any rights of set-off, banker's lien or counterclaim arising out of other transactions between the Fiduciary and any Fiduciary Assets Obligor in payment of the Fiduciary Instrument. The Fiduciary shall have no obligation to monitor the performance of any Fiduciary Assets Obligor and is further under no obligation to disclose information relating to the Fiduciary.

Neither the Fiduciary nor any of its Affiliates will be precluded from making any contracts or entering into any business transaction in the ordinary course of their business with any Fiduciary Assets Obligor or from owning in any capacity any Fiduciary Instrument and neither the Fiduciary nor any of its Affiliates will be accountable to the Instrumentholders for any profits resulting therefrom. The Fiduciary may consult on any legal matter with any legal advisers selected by it and shall incur no liability for actions taken, or suffered to be taken, with respect to such matter in good faith in reliance upon the opinion of such legal advisers, unless the Fiduciary has been grossly negligent (*faute grave*) or is guilty of wilful misconduct (*dol, faute intentionnelle*).

Consistent with the Fiduciary Law, Instrumentholders have no direct right of action against any Fiduciary Assets Obligor to enforce their rights under the Fiduciary Instrument or to compel any Fiduciary Assets Obligor to comply with its obligations under a Fiduciary Asset Agreement or in relation to a Fiduciary Asset, even in the case of the Fiduciary's failure to act or the insolvency of the Fiduciary. However, if, under the Fiduciary Assets and/or Fiduciary Asset Agreements, the Fiduciary is entitled and, furthermore, has, pursuant to the relevant Fiduciary Contracts, become obliged to take legal action against a Fiduciary Assets Obligor and has failed to take such action within a reasonable time, then (if and to the extent such failure is continuing), the Instrumentholders are entitled to institute indirect legal action (*action oblique*) in accordance with the relevant provisions of the Luxembourg civil code against the Fiduciary Assets Obligor *in lieu* of the Fiduciary and on its behalf.

The rights of the Fiduciary in respect of the Fiduciary Asset Agreements and other Fiduciary Assets are Fiduciary Assets of the Fiduciary and are held for the exclusive benefit and at the sole risk of the Instrumentholders. Pursuant to the Fiduciary Law, the Fiduciary Assets are segregated from all other assets of the Fiduciary (including from all other fiduciary assets the Fiduciary may hold pursuant to fiduciary contracts with third parties) and are not available to meet the claims of creditors of the Fiduciary other than creditors (including the Instrumentholders) whose rights derive from the Fiduciary Assets. In a liquidation of the Fiduciary, the Fiduciary Assets are, in principle, not part of the estate of the Fiduciary. They may be attached only by persons whose rights exist as a result of the creation and existence of the Fiduciary Assets.

The Fiduciary Instruments do not constitute direct debt obligations of Aldburg S.A. or any other entity belonging to Cirdan Capital Management Ltd (or any of its Affiliates), i.e. obligations that affect the personal estate of Aldburg S.A.. The ability of the Fiduciary to meet its obligations to pay principal, interest and any other sums due and perform any other obligation in respect of the Fiduciary Instruments will be dependent and conditional upon the due and timely performance by the Fiduciary Assets Obligors of their obligations in respect of the relevant Fiduciary Assets and/or Fiduciary Asset Agreements and receipt by the Fiduciary of any monies payable or assets deliverable thereunder.

TAXATION

LUXEMBOURG TAXATION

The following information concerning the taxation of the Issuer and withholding tax is of a general nature only. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. In particular, the below does not address any potential implication that the EU Council Directive 2018/822/EU of 25 May 2018 amending the Directive 2011/16/EU on administrative cooperation in the field of taxation as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements in order to disclose potentially aggressive tax planning arrangements (also commonly referred to as DAC 6) may have, and which should be monitored once implemented in Luxembourg.

Prospective investors in the Relevant Instrument should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject. In particular, investors should note that under Luxembourg law the Fiduciary is not regarded as the beneficial owner of the Fiduciary Property. Therefore, it is possible that the Instrumentholders' tax treatment will depend on the type of income and gains arising from the Fiduciary Property and the Instrumentholders' proportionate share of such income and gains. The Fiduciary has no obligation to inquire as to tax residence or status of the holder of any of the Relevant Instruments or the tax treatment of such income and gains in the hands of such holders. In particular, the Fiduciary will not be obliged to make any application for double tax treaty relief or claim a refund of tax in relation to tax withheld at source in relation to such income and gains.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), an employment fund's contribution (*contribution au fonds pour l'emploi*), a personal income tax (*impôt sur le revenu*), as well as other duties, levies or taxes generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the employment fund's contribution invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the employment fund's contribution. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the Issuer

(i) Securitisation vehicle (not acting as Fiduciary)

A fixed registration duty (*droit d'enregistrement fixe*) of EUR75 is payable upon the incorporation of the Issuer and upon amendment of the Articles. The transfer or sale of Relevant Instruments of the Issuer will not be subject to a Luxembourg registration or stamp duty.

The Issuer will be considered, from a Luxembourg perspective, as a tax resident of Luxembourg both for the purposes of Luxembourg domestic tax law and for purposes of the tax treaties entered into by Luxembourg and should therefore be able to obtain a residence certificate from the Luxembourg tax authorities.

The Issuer is liable to Luxembourg corporation taxes. The standard applicable rate, including corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) and the employment fund contribution, is 26.01 per cent. in the municipality of Luxembourg for the fiscal year 2019. Liability to such corporation taxes extends to the Issuer's worldwide profits including capital gains, subject to the provisions of any relevant double taxation

treaty. The taxable income of the Issuer is computed by application of all rules of the Luxembourg income tax law of 4 December 1967, as amended (*loi concernant l'impôt sur le revenu*), as commented and currently applied by the Luxembourg tax authorities (“LIR”). Under the LIR all income of the Issuer will be taxable in the fiscal period to which it economically relates and all deductible expenses of the Issuer will be deductible in the fiscal period to which they economically relate. In accordance with the Securitisation Law, payments made or accrued by the Issuer to investors and firm commitments by the Issuer to distribute its net profits to investors are deemed tax deductible expenses in relation to the year in which they are incurred, regardless whether the investors hold equity or debt securities of the Issuer.

The Issuer is exempt from paying net wealth tax based on its unitary value computed each year on 1 January.

However, further to the Luxembourg law of 18 December 2015 on net wealth tax aspects, as amended, as of 1 January 2016, the Issuer is subject to an annual net wealth tax (*impôt sur la fortune*). Such minimum net wealth tax may either amount to EUR 4,4815 or range between EUR 535 and EUR 32.100 depending on the type and value of the assets held.

(ii) **Securitisation vehicle (acting as Fiduciary)**

No income tax or other taxes on income or wealth, profits or capital gains is due on any payments to be made, by withholding or otherwise to a Luxembourg tax relevant authority, by the Fiduciary in relation to the assets held as a Fiduciary (*fiduciaire*) acting in that capacity and pursuant to the Fiduciary Instruments;

The Fiduciary Assets held by the Issuer in its Fiduciary (*fiduciaire*) capacity acting in that capacity in the scope of the fiduciary Law and any income paid on such assets are attributable to the Instrumentholders (*fiduciant*) for Luxembourg tax purposes.

As the Fiduciary should not be the economic beneficiary/beneficial owner of the income, hence, it should not be able to claim the benefits from the provisions of the double tax treaty for the Fiduciary Assets. However, the Instrumentholders (*fiduciant*) may be able to request and benefit from the double tax treaty (or Interest and Royalty Directive, if applicable).

Taxation of the holders of Relevant Instruments

Withholding Tax

(i) **Non-resident holders of Relevant Instruments**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Relevant Instruments, nor on accrued but unpaid interest in respect of Relevant Instruments, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Relevant Instruments held by non-resident holders of Relevant Instruments.

(ii) **Resident holders of Relevant Instruments**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the “RELIBI Law”), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Relevant Instruments, nor on accrued but unpaid interest in respect of Relevant Instruments, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Relevant Instrument held by Luxembourg resident holders of Relevant Instruments.

Pursuant to the RELIBI Law, a 20% final withholding tax is levied on payments of interest or similar income made by Luxembourg paying agents to (or for the benefit of) Luxembourg tax resident individuals beneficial owners of Relevant Instruments. This withholding tax also applies on accrued interest received upon sale, disposal, redemption or repurchase of Relevant Instruments. If applied, such withholding tax is in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth who does not hold the Relevant Instruments as business assets.

Responsibility for the withholding of such tax in application of the above-mentioned RELIBI Law is assumed by the Luxembourg paying agent within the meaning of the RELIBI Law.

Luxembourg resident individual beneficial owners of interest payments or similar income made by a paying agent established outside Luxembourg in a Member State of the European Union or the European Economic Area (other than an EU Member State) may opt for a final 20% tax levy. In such case, such 20% tax levy is calculated on the same amounts as for the payments made by Luxembourg paying agents. The option for such 20 % final tax levy must cover all interest payments made by paying agents to the beneficial owner during the entire civil year. If such an option is exercised by an individual holder for a fiscal year, that option is irrevocable for that individual holder for that fiscal year and makes that individual responsible for applying and paying such 20% tax levy in respect of interest they receive on the Relevant Instrument.

For the above purposes, the 'paying agent' under the RELIBI Law should be the economic operator which undertakes qualifying active functions and pays interest or allocates the payment of the interest to the immediate benefit of the Luxembourg tax resident individual beneficial owner of the Relevant Instrument.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes.

A number of jurisdictions (including Luxembourg) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Relevant Instruments, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Relevant Instruments, are uncertain and may be subject to change.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Relevant Instruments, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payments" are published in the U.S. Federal Register and Relevant Instruments characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Relevant Instruments that are not distinguishable from previously issued Relevant Instruments are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all such Relevant Instruments, including those Relevant Instruments offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Relevant Instruments.

U.S. Section 871(m) withholding

Section 871(m) of the U.S. Internal Revenue Code of 1986 Code treats U.S. "**dividend equivalent**" payments as dividends from sources within the United States for United States tax purposes. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the U.S. Internal Revenue Service (the "**IRS**"). A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States; (ii) a payment made pursuant to a "**specified notional principal contract**" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States; or (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). U.S. Treasury regulations issued under Section 871(m) (the "**Section 871(m) Regulations**") require withholding on payments to certain non- U.S. holders of Relevant Instruments with respect to amounts treated as attributable to dividends from certain U.S. securities. Under the Section 871(m) Regulations, only Relevant Instruments that have an expected economic return sufficiently similar to that of the underlying U.S. securities as determined on the Relevant Instruments' issue date based on tests set forth in the Section 871(m) Regulations ("**871(m) Relevant Instruments**") will be subject to the Section 871(m) withholding regime. The Section 871(m) Regulations provide certain exceptions to this withholding requirement, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on an 871(m) Relevant Instrument or upon the date of maturity, lapse or other disposition by a non-U.S. holder of an 871(m) Relevant Instrument. If the underlying U.S. security or securities are expected to pay dividends during the term of the 871(m) Relevant Instrument, withholding will generally still be required even if the 871(m) Relevant Instrument does not provide for payments explicitly linked to dividends.

If the Issuer states in the Issue Terms of any Series of Relevant Instruments, that such Series are 871(m) Relevant Instruments, then any non-U.S. holder of the securities should expect payments under such relevant instruments to be subject to 871(m) withholding in respect of any dividend-paying U.S. securities underlying those Relevant Instruments. The Section 871(m) Regulations require complex calculations to be made with respect to Securities linked to U.S. securities and their application to a specific Series of Relevant Instruments may be uncertain. Prospective investors should consult their tax advisors regarding the potential application of Section 871(m) to the Relevant Instruments.

Prospective investors should consult their tax advisors on the potential application of Section 871(m) to the Relevant Instrument.

SUBSCRIPTION AND SALE AND TRANSFER RESTRICTIONS

The distribution of this document and the offering of the Relevant Instrument in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about and to observe any such restrictions.

The Issuer will enter into a Purchase Agreement with the Purchaser in respect of each issue of Relevant Instruments, pursuant to which the Purchaser will agree, among other things, to procure purchasers for such Relevant Instruments.

1. UNITED STATES

The Issuer has not been and will not be registered under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”) and the Relevant Instrument have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”). Consequently, the Securities may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of U.S. persons (as such term is defined in Regulation S under the Securities Act or as defined in the final risk retention rules promulgated under Section 15G of the Securities Exchange Act) or to any person other than Non-United States Persons (as defined by the CFTC) except in accordance with the Securities Act, the U.S. Commodity Exchange Act or an exemption therefrom and under circumstances which will not require the Issuer to register under the Investment Company Act, as and to the extent specifically set forth in Issue Terms with respect to a particular Series of Relevant Instruments.

Instruments issued in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder.

2. EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Purchaser represents and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Relevant Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Relevant Instruments to the public in that Relevant Member State:

- (a) if the Issue Terms in relation to the Relevant Instrument specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Relevant Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Issue Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Issue Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Purchaser for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive or Articles 1(3) and/or 3(2)(b) of Regulation (EU) 2017/1129 (as may be locally implemented),

provided that no such offer of Relevant Instruments referred to in (b) to (d) above shall require the Issuer or any Purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Relevant Instruments to the public**” in relation to any Relevant Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Relevant Instrument to be offered so as to enable an investor to decide to purchase or subscribe to the Relevant Instrument, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended or superseded and including any relevant implementing measure in the Relevant Member State).

3. **PROHIBITION OF SALES TO EEA RETAIL INVESTORS**

The Purchaser has represented and agreed, and each further Purchaser appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Relevant Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (1) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (2) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (3) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Relevant Instrument to be offered so as to enable an investor to decide to purchase or subscribe to the Relevant Instrument.

4. **UNITED KINGDOM**

Unless otherwise provided in the relevant Purchase Agreement, the Purchaser will in each Purchase Agreement to which it is party represent, warrant and agree in relation to the Relevant Instrument to be purchased thereunder that:

- (a) in relation to any Relevant Instruments having a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Relevant Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Relevant Instrument would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Relevant Instruments in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Relevant Instruments in, from or otherwise involving the United Kingdom.

5. GERMANY

Unless otherwise provided in the relevant Purchase Agreement, the Purchaser will in each Purchase Agreement to which it is a party represent and agree that it has not offered or sold and will not offer or sell any Relevant Instruments in Germany other than in compliance with the provisions of the German Securities Prospectus Law, as amended from time to time, or of any other laws applicable in Germany governing the issue, offering and sale of Relevant Instruments.

6. AUSTRIA

Please refer to “*European Economic Area*” above.

7. ITALY

The offering of the Relevant Instrument has not been registered pursuant to Italian securities legislation and, accordingly, unless otherwise provided in the relevant Purchase Agreement, the Purchaser will in each Purchase Agreement to which it is party represent, warrant and agree in relation to the Relevant Instrument to be purchased thereunder that no Instruments will be offered, sold or delivered, nor will copies of this Base Prospectus or any other document relating to the Relevant Instrument be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*) (“**Qualified Investors**”), as defined under Article 34-ter, paragraph 1, letter b), of CONSOB Regulation No. 11971 of 14 May 1999, as amended (“**Regulation 11971/1999**”); or
- (b) in circumstances which are exempted from the rules on offers of securities to be made to the public pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998 (“**Financial Services Act**”) and Article 34-ter, first paragraph, of Regulation 11971/1999.

Any offer, sale or delivery of the Relevant Instrument in the Republic of Italy or distribution of copies of this Base Prospectus or any other document relating to the Relevant Instrument in the Republic of Italy under (a) and (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 and Legislative Decree No. 385 of 1 September 1993, as amended; and
- (ii) in compliance with any other applicable laws and regulations.

Please note that, in accordance with Article 100-bis of the Financial Services Act, where no exemption under (b) above applies, the subsequent distribution of the Relevant Instrument on the secondary market in Italy must be made in compliance with the rules on offers of securities to be made to the public provided under the Financial Services Act and the Regulation 11971/1999. Failure to comply with such rules may result, inter alia, in the sale of such Relevant Instruments being declared null and void and in the liability of the intermediary transferring the Relevant Instrument for any damages suffered by the investors.

8. **GENERAL**

These selling restrictions may be modified by the agreement of the Issuer, the Purchaser and the Arranger following a change in a relevant law, regulation or directive. Any such modification will be set out in the Issue Terms issued in respect of the issue of Relevant Instruments to which it relates or in a supplement to this Base Prospectus.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Relevant Instrument outside the United States to non-U.S. persons and for the listing of the Relevant Instrument on the Official List of the Luxembourg Stock Exchange and the trading of those Instruments on the Euro MTF market, the listing and admitting to trading of the Relevant Instrument on the Open Market of the Frankfurt Stock Exchange and/or the listing and admitting to trading of the Relevant Instrument on the Third Market of the Vienna Stock Exchange.

No action has been or will be taken in any jurisdiction that would permit a public offering of any of the Relevant Instrument, or possession or distribution of the Base Prospectus or any part thereof or any other offering material or any Issue Terms, in any country or jurisdiction where action for that purpose is required.

Unless otherwise provided in the relevant Purchase Agreement, the Purchaser will in each Purchase Agreement to which it is party agree that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Instruments or has in its possession or distributes the Base Prospectus or any part thereof, any other offering material or any Issue Terms in all cases at its own expense unless otherwise agreed and the Issuer shall have no responsibility therefor.

GENERAL INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations (if any) which are necessary in Luxembourg at the date of this Base Prospectus in connection with the issue and performance of the Relevant Instrument. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 3 April 2017. The update of the Programme in 2019 was authorised by a resolution of the Board of Directors of the Issuer passed on 23 May 2019.
2. The Issuer is not involved in any government, legal or arbitration proceedings which may have, or have had since its incorporation, a significant effect on the financial position or profitability of the Issuer, nor is the Issuer aware that such proceedings are pending or threatened.
3. Unless such Notes are issued in compliance with the C Rules each Relevant Permanent Global Note, Receipt, Coupon and Talon and (in the case of Relevant Certificates and Relevant Warrants) each Relevant Permanent Global Security that has an original maturity of more than one year will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code of 1986, as amended".
4. Application may be made in accordance with the ROI for the approval of this Base Prospectus and application may be made to the Luxembourg Stock Exchange, for Instruments issued under the Programme to be admitted to trading on the Euro MTF market and be listed on the Official List of the Luxembourg Stock Exchange, to be listed and admitted to trading on the Open Market of the Frankfurt Stock Exchange and/or to be listed and admitted to trading on the Third Market of the Vienna Stock Exchange (neither the Euro MTF market, the Open Market or the Third Market is a regulated market pursuant to the provisions of MiFID II. The Euro MTF is subject to the supervision of the CSSF). Instruments may be issued under the Programme which are not listed on the Luxembourg Stock Exchange or admitted to trading, as the case may be, on the Euro MTF market; not listed or admitted to trading on the Open Market of the Frankfurt Stock Exchange; nor listed or admitted to trading on the Third Market of the Vienna Stock Exchange, or any other stock exchange or market. Instruments may be issued which are listed or admitted to trading, as the case may be, on such other stock exchange or markets as the Issuer and the Arranger may agree.
 - 4.1. The Relevant Instrument (other than those in definitive form) have been or will be the subject of an application to be accepted for clearance through the Euroclear and Clearstream Luxembourg systems (which are the entities in charge of keeping the records) as specified in the relevant Issue Terms. The Common Code, International Securities Identification Number (ISIN), CUSIP and CINS numbers and PORTAL symbol (if any) for each Series of Relevant Instruments will be set out in the relevant Issue Terms. If the Relevant Instrument are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Issue Terms.
 - (a) The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.
 - (b) For so long as Instruments of the Issuer are outstanding, copies of, the following documents (in English) will be obtainable free of charge, during usual business hours on any week day (Saturdays, Sundays and public holidays excepted) from the registered office of the Issuer and the specified offices of the Security Trustee (if applicable), the Principal Paying Agent and of the Paying Agent:

- (i) the Articles;
- (ii) a copy of this Base Prospectus;
- (iii) as soon as published in relation to any listed Relevant Instruments, any future prospectuses, offering circulars, information memoranda, Supplements and Issue Terms;
- (iv) the Issue Deed, where applicable, relating to an issue of Instruments and each Transaction Document incorporated by reference into such Issue Deed;
- (v) the Fiduciary Asset Disclosure Documents (where applicable, if any);
- (vi) the published annual audited financial statements of the Issuer; and
- (vii) such other documents as may be required by the rules of any stock exchange on which any Instrument is at the relevant time listed or admitted to trading,

save that where the Relevant Instruments of a Series are not admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system the documents listed under this paragraph 4.1(b) and any other documents relating to such Series will only be available for inspection by a holder the Relevant Instruments and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of the Relevant Instruments of such Series.

5. The Issuer will promptly publish a supplement to the existing Base Prospectus or where appropriate a new Base Prospectus in the event of any material changes associated with the Programme.
6. The price and amount or number of Relevant Instruments to be issued under the Programme will be determined by the Issuer and the Arranger at the time of issue in accordance with prevailing market conditions.
7. The Issuer does not intend to provide any post-issuance transaction information in relation to any Series of Relevant Instruments or the performance of any Secured Collateral or Compartment Assets or the Fiduciary Assets, as the case may be, in respect of such Series of Relevant Instruments.
8. The Issuer will not provide any post-issuance information, except if required by any applicable laws and regulations.
9. This Base Prospectus, the 2017 financial statements incorporated by reference and the Articles may be reviewed on the website of the Issuer (www.aldburg.com). Copies of this Base Prospectus may also be obtained (by prior appointment and during standard business hours) at the registered office of the Issuer and the office of the Principal Paying Agent, Citibank, N.A., London Branch at the address given at the end of this Base Prospectus.
10. The Issue Deed provides that the Security Trustee may rely on certificates or reports from the auditors and/or any other expert (whether or not addressed to the Security Trustee) as sufficient evidence of the facts stated therein notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Security Trustee and the auditors or such other expert in connection therewith containing a monetary or other limit on the liability of the auditors or such other expert in respect thereof.

ANNEX 1

Form of Issue Terms for Notes

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the Prospectus Directive). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]¹. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

ALDBURG S.A.

a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B209441 and subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the “Securitisation Law**”)**

acting in respect of Compartment [●]

**Issue Terms of Series [Title of Notes] (the Notes)
issued pursuant to the Asset-Based Notes, Certificates and Warrants Programme**

PART A

CONTRACTUAL TERMS

¹ICMA 1 and ICMA 2 approaches envisage that a negative target market will be unlikely. At the time of the programme establishment/update consider what types of bonds may be issued and whether the flexibility to include a negative target market may be needed for relevant issuance. Note that a programme which only envisages vanilla issuance is unlikely to require a negative target market placeholder. If a negative target market is deemed necessary, wording along the following lines could be included: “The target market assessment indicates that Notes are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].”

Issue Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Note Conditions**”), as set forth in the Base Prospectus dated 14 June 2019 (the “**Base Prospectus**”) which does not constitute a base prospectus for the purposes of the Luxembourg Law dated 10 July 2005 relating to prospectuses for securities, as amended (the “**Prospectus Law 2005**”). This document constitutes the Issue Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Issue Terms and the Base Prospectus (as supplemented from time to time). The Base Prospectus is available for viewing at the office of the Issuer currently at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg and of the Principal Paying Agent currently at Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB United Kingdom (from which copies of the Base Prospectus may also be obtained) and on the website of the Issuer (www.aldburg.com).

Unless the context otherwise requires, expressions used herein and not otherwise defined in the Base Prospectus or the Issue Deed (as defined below) shall have the meanings respectively ascribed to them by the provisions of the 2006 ISDA Definitions (the “**2006 Definitions**”), as published by the International Swaps and Derivatives Association, Inc. If there is any inconsistency between the ISDA Definitions and the provisions of these Issue Terms, the provisions of these Issue Terms will prevail. References in the Issue Terms to **paragraphs** and **sub-paragraphs** are to the paragraphs and sub-paragraphs of the Issue Terms, unless the context requires otherwise. Italicised provisions herein are for information only and do not form part of the Issue Terms.

By subscribing to the Notes, or otherwise acquiring the Notes, a holder of Notes expressly acknowledges and accepts that the Issuer (i) is subject to the Securitisation Law and (ii) has created Compartment [●] in respect of the Notes to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Notes acknowledges and accepts the subordination waterfall and the priority of payments where included in the Articles of the Issuer, the Base Prospectus and, if applicable, the Issue Terms. Furthermore, the holder of Notes acknowledges and accepts that it has only recourse to the assets of Compartment [●] and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer. The holder of Notes acknowledges and accepts that once all the assets allocated to Compartment [●] have been realised, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Notes accepts not to attach or otherwise seize the assets of the Issuer allocated to Compartment [●] or to other compartments of the Issuer or other assets of the Issuer. In particular, no holder of Notes shall be entitled to petition or take any other step for the winding-up, the liquidation or the bankruptcy of the Issuer, or any other similar proceedings.

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

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.]

1. Issuer: Aldburg S.A.

LEI: 549300IBN3X51QW75D35

The board of directors of the Issuer has created a separate compartment in respect of the Notes to which all the assets and liabilities relating to the Notes will be allocated. See paragraph 27.

2. Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE. / [Specify other]].
3. (a) Series Number: []
- (b) Type of Instruments: The Instruments are Notes.
- (c) Tranche Number: []
- (d) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [identify earlier tranche] on [the Issue Date] [the Exchange Date of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [17(c)] below, which is expected to occur on or about [date]] [Not Applicable]
4. Secured/Unsecured: [Secured Notes] [Unsecured Notes]
5. Form: [Bearer] / [Registered Definitive Registered Note] / [Registered Global Registered Note]
6. Relevant Currency: []
7. Principal Amount []
8. Status: [Secured and limited recourse obligations of the Issuer, secured as provided below] [Unsecured and limited recourse obligations of the Issuer].
9. (a) Denomination [•] (*Minimum of at least €125,000 or equivalent on the Issue Date*) [and integral multiples of €1,000 in excess thereof up to and including [•]. [No Notes in definitive form will be issued with a denomination above [•]] (*e.g. if the minimum Denomination is €125,000 or equivalent on the Issue Date, no definitive Notes may be issued with a denomination above €249,000*)].
- (b) Calculation Amount [•]
- (If only one Specified Denomination, insert the Specified Denomination*
- If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
10. (a) Issue Price: [] per cent. of Principal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
- [Indicate amount of any expenses and taxes specifically charged to the purchasers of the Notes] (required for listed issues).*

- (b) Partly-Paid Notes: [Applicable/Not Applicable]
- (c) Variable Funding Notes: [Applicable/Not Applicable]
11. Issue Date: []
12. Maturity Date [] [(the “**Scheduled Maturity Date**”) subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are [London/New York City/Tokyo/TARGET Settlement Days]

PROVISIONS RELATING TO INTEREST

13. Interest [Applicable/Not Applicable]
- Interest Basis: [[] per cent. Fixed Rate]
- [Benchmark +/- [] Margin]
- [Zero Coupon]
- [Index Linked Interest]
- [Equity Linked Interest]
- [Fund Linked Interest]
- [specify other]
- [(further particulars specified below)]
- Fixed Rate Notes and Floating Rate Notes:
- [Interest Rate: Margin of [] per cent. per annum.]
- [Benchmark: The Benchmark will be [], [except in relation to the first Interest Period for which the Benchmark will be the Linear Interpolation of [].]²
- [Primary Source: The Primary Source for the Floating Rate is Telerate Page [...] as at 11.00 a.m. London time on the Interest Determination Date.]³
- [Interest Commencement Date: The Interest Commencement Date is [].]
- Interest Accrual Dates: The Interest Accrual Dates in respect of the Notes are [], [], [] and [] in each year (commencing on []) to and including [] and the [] Business Day prior to the Scheduled Maturity

² If applicable

³ If applicable

Date.

Interest Periods: [The first Interest Period is from (and including) the Interest Commencement Date to (but excluding) [], subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are London, [New York City and TARGET] Settlement Days, and thereafter, each successive Interest Period shall begin on (and include) an Interest Accrual Date and end on (but exclude) the next succeeding Interest Accrual Date.]

[Interest Payment Dates: The Interest Payment Dates are [], [], [] and [] in each year, subject in each case to adjustment in accordance with the [Modified Following/Following/etc] Business Day Convention, for which the Relevant Business Day is [London/New York City and TARGET] Settlement Days.]

For the avoidance of doubt, only persons who are stated in the records of Euroclear or Clearstream, Luxembourg to be the holders of Notes on the Interest Payment Dates will be entitled to receive interest payments under the Notes.

Day Count Fraction: []

[Primary Source: []] [For Floating Rate Notes]

[Interest Determination Date: The Interest Determination Date for the interest rate specified in paragraph 12 is 2 (two) Business Days in London prior to the first day of each Interest Period.] [For Floating Rate Notes]

Underlying Linked Interest: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[If applicable:

The provisions of Annex [•] of the Terms and Conditions – *Additional Terms and Conditions for [insert applicable reference item] Linked Relevant Instruments* shall apply. Also see item [•] below for specific provisions relating to [•] Linked Instruments.] *[Complete as applicable for relevant reference item]*

Interest Provisions for:

Index Linked Notes [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Instruments* shall apply.]

Index/Basket of Indices/ Index Sponsor(s): []

[The [...] Index is a Multi-Exchange Index]

[The Index Currency for the [...] Index is [...]]

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of the Notes: []

Interest Period(s)/Interest Payment Dates: []

Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Averaging: [The Averaging Dates are [].]

[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

Index Performance: []

Exchange Rate: [Applicable/Not Applicable]

[*insert details*]

Weighting: The weighting to be applied to each item comprising the basket to ascertain the Index Performance is [...]. (*N.B. Only applicable in relation to Index Linked Notes relating to a Basket*)

Exchange(s): []

Related Exchange: [] [All Exchanges]

Exchange Business Day: [Single Share Basis]

[All Share Basis]

[Per Share Basis]

(N.B. needs to follow Scheduled Trading Day selection)

Scheduled Trading Day: [Single Share Basis]

[All Share Basis]

[Per Share Basis]

Valuation Date(s): []

Valuation Time: []

Observation Date(s): []

Observation Period: []

Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated *[insert calculation method]*

(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)

Trade Date: []

Additional Disruption Events: The following Additional Disruption Events apply to the Notes:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

Other terms or special conditions: []

Equity Linked Notes [Applicable/Not Applicable]

(If not applicable, delete remaining sub-paragraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]

Shares(s)/Basket of Share(s): []

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of the Notes: []

Interest Period(s)/Interest Payment Dates: []

Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Averaging: [The Averaging Dates are [...].]

[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

Share Performance: []

Exchange Rate: [Applicable/Not Applicable]

[*insert details*]

Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [...].
(*N.B. Only applicable in relation to Equity Linked Notes relating to a Basket*)

Exchange(s): []

Related Exchange: []/[All Exchanges]

Valuation Date(s): []

Valuation Time: []

Observation Date(s): []

Observation Period: []

Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [*insert calculation method*]

(*N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate*)

Tender Offer: [Applicable/Not Applicable]

Share Substitution: [Applicable/Not Applicable]
 [If Applicable: Share Substitution Criteria is [...]]

Local Tax Adjustment: [Applicable/Not Applicable]
 Local Jurisdiction: [...]

Trade Date: []

Additional Disruption Events: The Following Additional Disruption Events apply to the Notes:
 [Change of Law]
 [Exchange Traded Contract Event]
 [FX Disruption]
 [Hedging Disruption]
 [Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Initial Stock Loan Rate: []]
 [Insolvency Filing]
 [Loss of Stock Borrow]
 [Maximum Stock Loan Rate: []]

Other terms or special conditions: []

Fund Linked Notes: [Applicable/Not Applicable]
 (*If not applicable, delete the remaining subparagraphs of this paragraph*)
 [The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Instruments* shall apply.]

Fund/Basket of Funds: [[The Exchange for each Fund Interest: []]
 [Related Exchange for each Fund Interest: [/All Exchanges]]]

Fund Interests: []

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of []

the Notes:

Interest Period(s)/Interest []
Payment Dates:

Business Day Convention: [Floating Rate Convention/Following Business Day
Convention/Modified Following Business Day
Convention/Preceding Business Day
Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Trade Date: []

Valuation Date(s): []

Valuation Time: []

Other terms or special conditions: []

PROVISIONS RELATING TO REDEMPTION

14. Redemption:

Purchases: Note Condition 5.5 (Purchases) [will/will not] apply to the Notes.

Redemption or Cancellation at the Option of the Issuer and Exercise of Issuer's Options: (A) The Issuer's Option Period means in respect of Note Condition 5.7(c), the period from (and including) [] to (and including) [].

(B) The Specified Percentage is [].

(C) The Relevant Period is [].

(N.B. Specify notice period for Issuer's optional redemption right for regulatory event and breach of selling restrictions)

No other Optional Redemption: Note Conditions [5.4], [5.7] and [5.10] will not apply to the Notes.

Swap Counterparty or Option Counterparty Default Early Redemption or Cancellation: [].

Redemption or cancellation at the option of the holder of the Notes: [Applicable] [Not Applicable]

(If applicable, set out all relevant details in accordance with the provisions of Note Condition 5.8)

- Mandatory Redemption Cancellation: or The Notes will be subject to mandatory redemption (in whole) under Note Condition 5.2 or 5.3.
- Early Redemption Amount: The for the purposes of any redemption or cancellation of the Notes pursuant to Note Condition 5 or 11 shall be an amount equal to:
[].
- Redemption Provisions for:
- (A) Index Linked Notes [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Instruments* shall apply.]
- (a) Index/Basket of Indices/ Index Sponsor(s): []
[The [] Index is a Multi-Exchange Index]
[The Index Currency for the [] Index is []]
- (b) Calculation Agent responsible for making calculations in respect of the Notes: []
- (c) Final Redemption Amount: [] per Calculation Amount.
- (d) Averaging: [The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day, [Omission/ Postponement/ Modified Postponement] will apply.]
- (e) Index Performance: []
- (f) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (g) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is [].
(N.B. Only applicable in relation to Index Linked Notes relating to a Basket)
- (h) Exchange(s): []
- (i) Related Exchange: []/[All Exchanges]
- (j) Valuation Date(s): []

- (k) Valuation Time: []
- (l) Observation Date(s): []
- (m) Observation Period: []
- (n) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated *[insert calculation method]*
- (N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)*
- (o) Trade Date: []
- (p) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:
- [Change of Law]
- [Exchange Traded Contract Event]
- [FX Disruption]
- [Hedging Disruption]
- [Increased Cost of Hedging]
- (q) Other terms or special conditions: []
- (B) Equity Linked Notes: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]
- (a) Share(s) / Basket of Shares: []
- (b) Calculation Agent responsible for making calculations in respect of the Notes: []
- (c) Final Redemption Amount: [] per Calculation Amount [which is a value [below par/at par/above par] with the outstanding principal amount].
- (d) Averaging: [The Averaging Dates are []]
- [In the event that an Averaging Date is a Disrupted

- Day, [Omission/Postponement/Modified Postponement] will apply.]
- (e) Share Performance: []
- (f) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (g) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [].
(N.B. Only applicable in relation to Equity Linked Notes relating to a Basket)
- (h) Exchange(s): []
- (i) Related Exchange: []/[All Exchanges]
- (j) Valuation Date(s): []
- (k) Valuation Time: []
- (l) Observation Date(s): []
- (m) Observation Period: []
- (n) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [insert calculation method].

(N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate)
- (o) Tender Offer: [Applicable/Not Applicable]
- (p) Share Substitution: [Applicable/Not Applicable]
[If Applicable: Share Substitution Criteria is []]
- (q) Local Tax Adjustment: [Applicable/Not Applicable]
Local Jurisdiction []
- (r) Trade Date: []
- (s) Additional Disruption Events: The following Additional Disruption Events apply to the Notes:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Initial Stock Loan Rate: []]

[Insolvency Filing]

[Loss of Stock Borrow]

[Maximum Stock Loan Rate: []]

(t) Other terms or special conditions: []

(C) Fund Linked Notes: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Instruments* shall apply.]

(a) Fund/Basket of Funds: []

[Exchange for each Fund Interest: [...]]

[Related Exchange for each Fund Interest: [/All Exchanges]]

(b) Fund Interest(s): []

(c) Calculation Agent responsible for making calculation in respect of the Notes: []

(d) Final Redemption Amount: [] per Calculation Amount [which is a value [below par/at par/above par] with the outstanding principal amount].

(e) Trade Date: []

(f) Valuation Date(s): []

(g) Valuation Time: []

(h) Other terms or special conditions: []

Unmatured Coupons to become void upon Early Redemption Yes.

15. Talons to be attached to Notes and, if applicable, the number of Interest Payment Dates between the maturity for each Talon: [Yes.]
16. Administrator/Benchmark Event The for the purposes of any redemption or cancellation of the Notes pursuant to Note Condition [5.5] shall be an amount equal to:
[].
17. Business Day Jurisdictions for Note Condition 6.8 (jurisdictions required to be open for payment): London, [New York City and TARGET] Settlement Days. In the Issue Terms and for the purposes of the Note Conditions, references to “**Business Days**” shall (except where specified otherwise) be construed as references to days which are Business Days in either London [or New York City or a TARGET] Settlement Day and “**Relevant Business Days**” shall (except where specified otherwise or the context requires) be construed as references to days which are Business Days in London and [New York City and which are TARGET Settlement Days].
18. (a) Notes to be represented on issue by: [Temporary Global Note] [Permanent Global Note] [Global Registered Note] held by Common Depository for Euroclear and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”).
- (b) Applicable TEFRA exemption (for bearer instruments only) [TEFRA D/C Rules.]
- (c) Temporary Global Note exchangeable for Permanent Global Note/Definitive Notes Bearer [Yes – exchangeable for interests in Permanent Global Note held by Common Depository for Euroclear and Clearstream, Luxembourg on or after 40 (forty) calendar days from Issue Date (or such later date as may be determined to be the Exchange Date in accordance with the Issue Terms of the Temporary Global Note) upon certification as to non-U.S. beneficial ownership.]

PROVISIONS RELATED TO COMPARTMENT ASSETS

19. Security: [Secured Collateral charged to Security Trustee.]
- [Secured Collateral charged in Security Trustee; additional foreign law security]
- [Secured Collateral delivered to the Swap Counterparty under the Credit Support Annex]
- [Not Applicable]
- [Adverse Tax Event: *specify provisions*]

20. Secured Collateral/Unsecured Collateral [The Collateral shall comprise [] (the “**Secured Collateral**”).] [The Unsecured Collateral shall comprise [...] (the “**Unsecured Collateral**”).][Not Applicable]

[Note Condition 7.6(a) (Replacement and/or Substitution of Secured Collateral or Unsecured Collateral) will [not] apply to the Notes.]

[Note Condition 7.6(b) (Replacement and/or Substitution of Secured Collateral or Unsecured Collateral) will [not] apply to the Notes.]

[Note Condition 7.7 (Purchase of Secured Collateral or Unsecured Collateral maturing after the [Maturity] [Final Exercise] Date) will [not] apply to the Notes.]

[The Selling Agent is [Specify]

21. Swap Agreement:

Under an ISDA Master Agreement which the Issuer and the Swap Counterparty have entered into by executing the Issue Deed (the “**ISDA Master Agreement**”, as supplemented by a confirmation thereto with an effective date of []:

[Insert details of Swap Agreement cash flows].

Swap Counterparty Ratings []
Downgrade:

Swap Counterparty: [•] at its registered office for the time being [•]. In its capacity as Swap Counterparty, [•] is also designated as the calculation agent for the purpose (the “**Swap Calculation Agent**”) of the Swap Agreement. Any determination by the Swap Calculation Agent shall be conclusive and binding on the Issuer, the Security Trustee, the Noteholders, the Principal Paying Agent, the Paying Agent and all other persons save in the case of manifest error and (without prejudice to section 4.14 of the 2006 Definitions) no liability shall attach to the Swap Calculation Agent in respect thereof.]

22. Option Agreement:

Under the ISDA Master Agreement, as supplemented by a confirmation thereto with an effective date of []

[].

Option Counterparty: []

Option Counterparty Ratings []
Downgrade:

23. Repurchase Agreement:

[No/Insert details.]

- Repurchase Counterparty: [Not Applicable/*Insert details.*]
24. Credit Support Document: No.
25. Additional Security Document(s): [Applicable]
[Not Applicable]
[*Details*]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. General Provisions Applicable to Notes: [*Insert if relevant information*]
27. Specific terms and conditions: [*please insert any specific terms*]
28. Separate Compartment: A separate compartment has been created by the board of directors of the Issuer in respect of the Notes (the “**Compartment**”). The Compartment is a separate part of the Issuer’s assets and liabilities. The Secured Collateral (relating to the Notes) is exclusively available to satisfy the rights of the holders of the Notes (in accordance with the terms and conditions set out in these Issue Terms) and the rights of the creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of the Compartment.
29. Stabilising Agent (if any): [Not Applicable]
[*Specify*]
30. Responsibility:
31. Purchaser: [*Specify*]
32. Additional U.S. federal income tax considerations: [The Notes are [not] Specified Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Notes will be available from [*give name(s) and address(es) of Issuer contact.*]] [As at the date of these Issue Terms, the Issuer has not determined whether the Notes are Specified Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Instruments for these purposes. This is indicative information only subject to change and if the Issuer’s final determination is different then it will give notice of such determination. Please contact [*name(s) and address(es) of Issuer contact*] for further information regarding the application of Section 871(m) to the

Notes.]⁴ (The Notes will not be Specified Instruments if they (i) are issued prior to January 1, 2017 and provide a return that differs significantly from the return on an investment in the underlying or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes are issued on or after January 1, 2017 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required. If the Notes are Specified Instruments, include the “Additional information” sentence and provide the appropriate contact information at the Issuer.)]

[Subject as provided below] [The] Issuer accepts responsibility for the information contained in the Issue Terms.

[[*specify*] has been extracted from [*specify*] and [*specify*] has been extracted from [*specify*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

ALDBURG S.A., acting in respect of Compartment []

By.....

Underwriting

[Include name and address of entities agreeing to underwrite the issue on a firm commitment basis, and name and address of entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements, where known, together with details of the relevant purchase date of the Instruments under the relevant subscription or underwriting agreement. Where not all of the issue is underwritten, a statement of the portion not covered.]

Secondary Trading

[Include name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.]

⁴ This formulation to be used if the Issuer has not made a determination regarding whether the Securities are Specified Securities as of the date of the Issue Terms.

PART B

OTHER INFORMATION

1.
 - i. Listing: [No] Application [has been/will be] made to list the Notes on the [Official List of the Luxembourg/any] Stock Exchange.
 - ii. Admission to trading: [No] Application [has been/will be] made for the Notes to be admitted to trading on [the Euro MTF market of the Luxembourg][,/and] [the Open Market of the Frankfurt] [and] [the Third Market of the Vienna] [any [specify]] Stock Exchange.
 - iii. Estimate of total expenses related to admission to trading: []
2. The Notes have been accepted in Euroclear and Clearstream, Luxembourg and have the following security codes:

Common Code: []

ISIN Code: []
3. Custody: [The Custodian in respect of the Secured Collateral will be [Citigroup N.A, London Branch].][Not Applicable]

[The Secured Collateral will be delivered to the Custodian by [the Swap Counterparty] pursuant to [the Swap Agreement] on the Issue Date and credited to account number [...] of the Custodian with Euroclear (the “**Custodian Account**”) on the Issue Date, subject to the security created by and pursuant to the Issue Deed.]
4. Agent for Service of Process: [Cirdan Capital Management Ltd at its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.]
5. Security Trustee: [Citicorp Trustee Company Limited] [Not Applicable]
6. Paying Agent: [Citibank N.A, London Branch] [Not Applicable]

[Include the following additional sections of Part B in relation to any Notes to be listed]
7. [Transfer Agent] [Citibank N.A, London Branch].
8. [Principal Paying Agent] [].

9. [Other Parties:] [Specify details of any providers of material forms of credit/liquidity enhancement, giving names, addresses and a brief description]
- [Specify Calculation Agent, including name and address, where appropriate.]
10. Distribution:
- If syndicated, names and addresses of managers and details of underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
- If non-syndicated, name and address of Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.] / [Specify other].
- Total commission and concession: [specify] per cent. of [the Aggregate Principal Amount]
- Stabilising Agent (if any): [Not Applicable]
- [Specify]
- Prohibition of Sales to EEA Retail Investors: Applicable
11. [Offers
- Offer Period: [•] to [•].
- (Should be from the date of publication of the Issue Terms to a specified date or a formula such as “the Issue Date” or “the date which falls [•] Business Days thereafter”.)
- Offer Price: [The Issuer has offered the Notes to the Purchaser at the initial issue price of [•] less a total commission of [•]. OR (where the price is not determined at the date of the Issue Terms) The issue price of the Notes will be determined by the Issuer and an Arranger on or about [•] in accordance with market conditions then prevailing, including [supply and demand for the Notes and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any].]
- [If the issue price is not included in these Issue Terms it will be published on the website of the Issuer (www.aldburg.com).] [If applicable]
- Conditions to which the offer is subject: [Offers of the Notes are conditional on their issue [and on any additional conditions set out in the standard terms of business of the Financial Intermediaries, notified to investors by such relevant

Financial Intermediaries]]

[Description of the application process: *N/A unless full application process is being followed in relation to the issue]*

[Details of the minimum and/or maximum amount of application: *N/A unless full application process is being followed in relation to the issue]*

[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: *N/A unless full application process is being followed in relation to the issue]*

Details of the method and time limits for paying up and delivering the Notes: [The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Investors will be notified by the relevant Financial Intermediary of their allocations of Notes and the settlement arrangements in respect thereof.]

[Manner and date in which results of the offer are to be made public: *N/A unless the issue is an “up to” issue when disclosure must be included]*

[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: *N/A unless full application process is being followed in relation to the issue]*

Categories of potential investors to which the Notes are offered: Offers will only be made pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.

[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Process for notification – N/A unless full application process is being followed in relation to the issue.]

[Amount of any expenses and taxes specifically charged to the subscriber or purchaser: []]

12. Interests of Natural and Legal Persons Involved in the Offer: [Save for any fees payable to an Arranger, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.] [Give name, address and significant business activities of the administrator, calculation agent or equivalent (if any) together with a summary, if applicable, of the administrator’s/calculation agent’s responsibilities, their relationship with the Secured Collateral obligor and a summary of the provisions relating to termination of the appointment of such entity/provisions for appointing an alternative].

13. Reasons for the Offer, Estimated Net Proceeds and Total Expenses:

Reasons for the offer: *[specify if different from that described in “Use of Proceeds” in the Base Prospectus]/[Not Applicable].*

Estimated net proceeds: *[specify]*

(If proceeds are intended for more than one use, specify uses and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

14. Estimated total expenses: *[specify.] [...]. [Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.]*

15. Yield (Fixed Rate Notes only): *[specify].*

Indication of yield: The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

16. Historic Interest Rates (Floating Rate Notes only): *[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]*

17. Secured Collateral: *[Give details of Secured Collateral including governing law, legal nature, expiry or maturity date, nominal amount, loan to value ratio or level of collateralisation, method of origination or creation, principal lending criteria and whether such criteria satisfied (in the case of Secured Collateral which are loans or credit agreements), description of any relevant insurance policies and concentration within one insurer if material. Give name, address and significant business activities of originators of securitised assets and give general description of each obligor in the case of a small number of easily identifiable obligors or otherwise give description of general characteristics, economic environment and statistical data referred to in the Secured Collateral, and, where all Secured Collateral is comprised of the obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20 per cent. or more (or other material portion) of the Secured Collateral, so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s) indicate either of the following: (a) information relating to each obligor as if it were an issuer drafting a Registration Document for debt and derivative securities with an individual denomination of at least EUR 100,000 under the Prospectus Directive; or (b) if an obligor or guarantor has securities already admitted to trading on a regulated or equivalent market or the obligations are*

guaranteed by an entity admitted to trading on a regulated or equivalent market, the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted. Specify principal terms where a material relationship exists between the issuer and guarantor. Specify principal terms of Secured Collateral which is not traded on a regulated or equivalent market. Where Secured Collateral comprises equity securities that are traded on a regulated or equivalent market, give description of securities, market and frequency of pricing. Where more than 10 per cent. of Secured Collateral comprises equity securities that are not traded on a regulated or equivalent market, give information equivalent to that contained in the schedule for Share Registration Documents under the Prospectus Directive. Where material portion of Secured Collateral is secured on or backed by real property (other than mortgage loans where there has been no revaluation for the purpose of the Notes and it is clearly stated that valuations quoted are as at the date of the original loan origination), give valuation report relating to property setting out both valuation of the property and cash flow/income streams. Specify parameters of any investment guidelines for actively managed Secured Collateral and give description of Secured Collateral manager, including expertise and a summary of appointment provisions, termination provisions and details of any relationship with the Issuer. Describe method and date of sale of Secured Collateral. Give explanation of flow of funds, how payments in respect of the assets are collected on behalf of Issuer and any other arrangements upon which payments dependent. Specify any credit enhancements and parameters (and other details) for investments temporary liquidity surpluses. Specify any subordinated debt finance.] [Not Applicable]

18. [Performance of Index/Formula, or other relevant underlying asset and explanation of effect on value of investment and associated risks: [Describe nature of relevant asset or reference basis and give details of where information can be obtained. Need to include details of where past and future performance and volatility of any relevant asset or reference basis material to the Instruments can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by such relevant asset or reference basis underlying and the circumstances when the risks are most evident.]

[In the case of an Index, include here the name of the Index and a description if composed by the Issuer or, if the Index is not composed by the Issuer, details of where the information about the Index can be obtained.]

[In the case of a basket give weighting of basket constituents]

[In the case of an underlying security give name of security issuer and ISIN or other security identification [...]]

[In the case of an interest rate give description of the interest rate]

[In the case of a variable or formula, include here equivalent information.]]

19. Issue Specific Risk Factors

[See “Investor Suitability” and “Risk Factors” in the Base Prospectus.] [*Give additional description of issue specific risks and structure including, if necessary, a structure diagram*]

ANNEX 2

FORM OF ISSUE TERMS FOR FIDUCIARY NOTES

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Fiduciary Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”) or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the Prospectus Directive). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRiIPs Regulation**”) for offering or selling the Fiduciary Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Fiduciary Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRiIPs Regulation.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Fiduciary Notes has led to the conclusion that: (i) the target market for the Fiduciary Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Fiduciary Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]⁵. Any person subsequently offering, selling or recommending the Fiduciary Notes (a “**distributor**”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Fiduciary Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

ALDBURG S.A.

a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B209441 and subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the “Securitisation Law**”), as issuer of the Fiduciary Notes on a fiduciary basis in accordance with the Luxembourg law of 27 July 2003 relating to trust and fiduciary contracts (the “**Fiduciary Law**”)**

**Issue Terms of Series [Title of Fiduciary Notes] (the Fiduciary Notes)
issued pursuant to the Asset-Based Notes, Certificates and Warrants Programme**

PART A

⁵ ICMA 1 and ICMA 2 approaches envisage that a negative target market will be unlikely. At the time of the programme establishment/update consider what types of bonds may be issued and whether the flexibility to include a negative target market may be needed for relevant issuance. Fiduciary Note that a programme which only envisages vanilla issuance is unlikely to require a negative target market placeholder. If a negative target market is deemed necessary, wording along the following lines could be included: “The target market assessment indicates that Fiduciary Notes are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].”

CONTRACTUAL TERMS

Issue Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Fiduciary Notes (the “**Fiduciary Note Conditions**”), as set forth in the Base Prospectus dated 14 June 2019 (the “**Base Prospectus**”) which does not constitute a base prospectus for the purposes of the Luxembourg Law dated 10 July 2005 relating to prospectuses for securities, as amended (the “**Prospectus Law 2005**”). This document constitutes the Issue Terms of the Fiduciary Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Fiduciary and the offer of the Fiduciary Notes is only available on the basis of the combination of these Issue Terms and the Base Prospectus (as supplemented from time to time). The Base Prospectus is available for viewing at the office of the Fiduciary currently at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg and of the Principal Paying Agent currently at Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB United Kingdom (from which copies of the Base Prospectus may also be obtained) and on the website of the Fiduciary (www.aldburg.com).

Unless the context otherwise requires, expressions used herein and not otherwise defined in the Base Prospectus or the Issue Deed (as defined below) shall have the meanings respectively ascribed to them by the provisions of the 2006 ISDA Definitions (the “**2006 Definitions**”), as published by the International Swaps and Derivatives Association, Inc. If there is any inconsistency between the ISDA Definitions and the provisions of these Issue Terms, the provisions of these Issue Terms will prevail. References in the Issue Terms to **paragraphs** and **sub-paragraphs** are to the paragraphs and sub-paragraphs of the Issue Terms, unless the context requires otherwise. Italicised provisions herein are for information only and do not form part of the Issue Terms.

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

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.]

1. Fiduciary: Aldburg S.A.
 - (i) LEI: []
2. Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.] *[Specify other]*.
3. (a) Series Number: []
 - (b) Type of Fiduciary Instruments: The Fiduciary Instruments are Fiduciary Notes.
 - (c) Tranche Number: []
 - (d) Date on which the Fiduciary Notes will be consolidated and form a single Series: The Fiduciary Notes will be consolidated and form a single Series with *[identify earlier tranche]* on *[the Issue Date]* *[the Exchange Date of the Temporary Global Fiduciary Note for interests in the Permanent Global Fiduciary Note, as referred to in paragraph [17(c)] below, which is expected to occur on or about [date]]* *[Not Applicable]*

4. Unsecured: [Unsecured Fiduciary Notes]
5. Form: [Bearer Global Fiduciary Note] / [Bearer Definitive Fiduciary Note] / [Registered Global Fiduciary Note] [Registered Definitive Fiduciary Note]
6. Relevant Currency: []
7. Principal Amount []
8. Status: Unsecured and limited recourse obligations of the Fiduciary.
9. (a) Denomination [•] (*Minimum of at least €125,000 or equivalent on the Issue Date*) [and integral multiples of €1,000 in excess thereof up to and including [•]. [No Fiduciary Notes in definitive form will be issued with a denomination above [•]] (*e.g. if the minimum Denomination is €125,000 or equivalent on the Issue Date, no definitive Fiduciary Notes may be issued with a denomination above €249,000*)].
- (b) Calculation Amount [•]
- (If only one Specified Denomination, insert the Specified Denomination*
- If more than one Specified Denomination, insert the highest common factor. Fiduciary Note: There must be a common factor in the case of two or more Specified Denominations.)*
10. (a) Issue Price: [] per cent. of Principal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
- [Indicate amount of any expenses and taxes specifically charged to the purchasers of the Fiduciary Notes] (required for listed issues).*
- (b) Partly-Paid Fiduciary Notes: [Applicable/Not Applicable]
- (c) Variable Funding Fiduciary Notes: [Applicable/Not Applicable]
11. Issue Date: []
12. Maturity Date [] [(the “**Scheduled Maturity Date**”) subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are [London/New York City/Tokyo/TARGET Settlement Days]

PROVISIONS RELATING TO INTEREST

13. Interest [Applicable/Not Applicable]
- Interest Basis: [[] per cent. Fixed Rate]
- [Benchmark +/- [] Margin]
- [Zero Coupon]
- [Index Linked Interest]
- [Equity Linked Interest]
- [Fund Linked Interest]
- [specify other]
- [(further particulars specified below)]
- Fixed Rate Fiduciary Notes and Floating Rate Fiduciary Notes:
- [Interest Rate: Margin of] [] per cent. per annum.]
- [Benchmark: The Benchmark will be [], [except in relation to the first Interest Period for which the Benchmark will be the Linear Interpolation of []].⁶
- [Primary Source: The Primary Source for the Floating Rate is Telerate Page [...] as at 11.00 a.m. London time on the Interest Determination Date.]⁷
- [Interest Commencement Date: The Interest Commencement Date is []].
- Interest Accrual Dates: The Interest Accrual Dates in respect of the Fiduciary Notes are [], [], [] and [] in each year (commencing on []) to and including [] and the [] Business Day prior to the Scheduled Maturity Date.
- Interest Periods: [The first Interest Period is from (and including) the Interest Commencement Date to (but excluding) [], subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are London, [New York City and TARGET] Settlement Days, and thereafter, each successive Interest Period shall begin on (and include) an Interest Accrual Date and end on (but exclude) the next succeeding Interest Accrual Date.]

⁶ If applicable

⁷ If applicable

[Interest Payment Dates: The Interest Payment Dates are [], [], [] and [] in each year, subject in each case to adjustment in accordance with the [Modified Following/Following/etc] Business Day Convention, for which the Relevant Business Day is [London/New York City and TARGET] Settlement Days.]

For the avoidance of doubt, only persons who are stated in the records of Euroclear or Clearstream, Luxembourg to be the holders of Fiduciary Notes on the Interest Payment Dates will be entitled to receive interest payments under the Fiduciary Notes.

Day Count Fraction: []

[Primary Source: []] [For Floating Rate Fiduciary Notes]

[Interest Determination Date: The Interest Determination Date for the interest rate specified in paragraph 12 is 2 (two) Business Days in London prior to the first day of each Interest Period.] [For Floating Rate Fiduciary Notes]

Underlying Linked Interest: [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[If applicable:

The provisions of Annex [•] of the Terms and Conditions – *Additional Terms and Conditions for [insert applicable reference item] Linked Relevant Instruments* shall apply. Also see item [•] below for specific provisions relating to [•] Linked Relevant Instruments.] *[Complete as applicable for relevant reference item]*

Interest Provisions for:

(A) Index Linked Relevant [Applicable/Not Applicable]
Notes

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Relevant Instruments* shall apply.]

(a) Index/Basket of Indices/ []
Index Sponsor(s):

[The [...] Index is a Multi-Exchange Index]

[The Index Currency for the [...] Index is [...]]

(b) Formula for calculating []
interest rate including back
up provisions:

- (c) Calculation Agent responsible for making calculations in respect of the Fiduciary Notes: []
- (d) Interest Period(s)/Interest Payment Dates: []
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]
- (f) Additional Business Centre(s): []
- (g) Day Count Fraction: []
- (h) Averaging: [The Averaging Dates are [].]
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (i) Index Performance: []
- (j) Exchange Rate: [Applicable/Not Applicable]
 [*insert details*]
- (k) Weighting: The weighting to be applied to each item comprising the basket to ascertain the Index Performance is [...]. (*N.B. Only applicable in relation to Index Linked Relevant Notes relating to a Basket*)
- (l) Exchange(s): []
- (m) Related Exchange: [] [All Exchanges]
- (n) Exchange Business Day: [Single Share Basis]
 [All Share Basis]
 [Per Share Basis]
 (*N.B. needs to follow Scheduled Trading Day selection*)
- (o) Scheduled Trading Day: [Single Share Basis]
 [All Share Basis]
 [Per Share Basis]
- (p) Valuation Date(s): []

- (q) Valuation Time: []
- (r) Observation Date(s): []
- (s) Observation Period: []
- (t) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [*insert calculation method*]

(*N.B. Only applicable where provisions in Index Linked Conditions are not appropriate*)
- (u) Trade Date: []
- (v) Additional Disruption Events: The following Additional Disruption Events apply to the Fiduciary Notes:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]
- (w) Other terms or special conditions: []
- (B) Equity Linked Relevant Notes [Applicable/Not Applicable]

(*If not applicable, delete remaining sub-paragraphs of this paragraph*)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]
- (a) Shares(s)/Basket of Share(s): []
- (b) Formula for calculating interest rate including back up provisions: []
- (c) Calculation Agent responsible for making calculations in respect of the Fiduciary Notes: []
- (d) Interest Period(s)/Interest Payment Dates: []

- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]
- (f) Additional Business Centre(s): []
- (g) Day Count Fraction: []
- (h) Averaging: [The Averaging Dates are [...].]
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (i) Share Performance: []
- (j) Exchange Rate: [Applicable/Not Applicable]
 [*insert details*]
- (k) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [...]. (*N.B. Only applicable in relation to Equity Linked Relevant Notes relating to a Basket*)
- (l) Exchange(s): []
- (m) Related Exchange: []/[All Exchanges]
- (n) Valuation Date(s): []
- (o) Valuation Time: []
- (p) Observation Date(s): []
- (q) Observation Period: []
- (r) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [*insert calculation method*]
 (*N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate*)
- (s) Tender Offer: [Applicable/Not Applicable]
- (t) Share Substitution: [Applicable/Not Applicable]
 [If Applicable: Share Substitution Criteria is [...]]
- (u) Local Tax Adjustment: [Applicable/Not Applicable]

- Local Jurisdiction: [...]
- (v) Trade Date: []
- (w) Additional Disruption Events: The Following Additional Disruption Events apply to the Fiduciary Notes:
- [Change of Law]
 - [Exchange Traded Contract Event]
 - [FX Disruption]
 - [Hedging Disruption]
 - [Increased Cost of Hedging]
 - [Increased Cost of Stock Borrow]
 - [Initial Stock Loan Rate: []]
 - [Insolvency Filing]
 - [Loss of Stock Borrow]
 - [Maximum Stock Loan Rate: []]
- (x) Other terms or special conditions: []
- (C) Fund Linked Relevant Notes: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- [The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Relevant Instruments* shall apply.]
- (a) Fund/Basket of Funds: [[The Exchange for each Fund Interest: []]
- [Related Exchange for each Fund Interest: [/All Exchanges]]
- (b) Fund Interests: []
- (c) Formula for calculating interest rate including back up provisions: []
- (d) Calculation Agent responsible for making calculations in respect of the Fiduciary Notes: []

- (e) Interest Period(s)/Interest Payment Dates: []
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (g) Additional Business Centre(s): []
- (h) Day Count Fraction: []
- (i) Trade Date: []
- (j) Valuation Date(s): []
- (k) Valuation Time: []
- (l) Other terms or special conditions: []

PROVISIONS RELATING TO REDEMPTION

14. Redemption:

- (a) Purchases: Fiduciary Note Condition 6.6 (Purchases) [will/will not] apply to the Fiduciary Notes.
- (b) Redemption or Cancellation at the Option of the Fiduciary and Exercise of Fiduciary's Options:
 - (A) The Fiduciary's Option Period means in respect of Fiduciary Note Condition 6.8(c), the period from (and including) []to (and including) [].
 - (B) The Specified Percentage is [].
 - (C) The Relevant Period is [].

(N.B. Specify notice period for Fiduciary's optional redemption right for regulatory event and breach of selling restrictions)
- (c) No other Optional Redemption: Fiduciary Note Conditions [6.7], [6.10] will not apply to the Fiduciary Notes.
- (d) Swap Counterparty or Option Counterparty Default Early Redemption or Cancellation: [].
- (e) Redemption or cancellation at the option of the holder [Applicable] [Not Applicable]
(If applicable, set out all relevant details in accordance

of the Fiduciary Notes: *with the provisions of Fiduciary Note Condition 6.9)*

- (f) Mandatory Redemption or Cancellation: The Fiduciary Notes will be subject to mandatory redemption (in whole) under Fiduciary Note Condition 6.2 or 6.3.
- (g) Early Redemption Amount: The for the purposes of any redemption or cancellation of the Fiduciary Notes pursuant to Fiduciary Note Condition 6 or 14 shall be an amount equal to:
[].
- (h) Administrator/Benchmark Event: The for the purposes of any redemption or cancellation of the Fiduciary Notes pursuant to Fiduciary Note Condition 6.4, the Redemption Amount shall be an amount equal to:
[].
- (i) Noteholder Identification Event: [Applicable/Not Applicable]
The for the purposes of any redemption or cancellation of the Fiduciary Notes pursuant to Fiduciary Note Condition 6.5, the Redemption Amount shall be an amount equal to:
[].

15. Redemption Provisions for:

- (D) Index Linked Relevant Notes [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Relevant Instruments* shall apply.]
- (a) Index/Basket of Indices/ Index Sponsor(s): []
[The [] Index is a Multi-Exchange Index]
[The Index Currency for the [] Index is []]
- (b) Calculation Agent responsible for making calculations in respect of the Fiduciary Notes: []
- (c) Final Redemption Amount: [] per Calculation Amount.
- (d) Averaging: [The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day, [Omission/ Postponement/ Modified Postponement] will

- apply.]
- (e) Index Performance: []
- (f) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (g) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is [].
(N.B. Only applicable in relation to Index Linked Relevant Notes relating to a Basket)
- (h) Exchange(s): []
- (i) Related Exchange: []/[All Exchanges]
- (j) Valuation Date(s): []
- (k) Valuation Time: []
- (l) Observation Date(s): []
- (m) Observation Period: []
- (n) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [insert calculation method]

(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)
- (o) Trade Date: []
- (p) Additional Disruption Events: The following Additional Disruption Events apply to the Fiduciary Notes:
[Change of Law]
[Exchange Traded Contract Event]
[FX Disruption]
[Hedging Disruption]
[Increased Cost of Hedging]
- (q) Other terms or special conditions: []
- (E) Equity Linked Relevant Notes: [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]

- (a) Share(s) / Basket of Shares: []
- (b) Calculation Agent responsible for making calculations in respect of the Fiduciary Notes: []
- (c) Final Redemption Amount: [] per Calculation Amount [which is a value [below par/at par/above par] with the outstanding principal amount].
- (d) Averaging: [The Averaging Dates are []].
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (e) Share Performance: []
- (f) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (g) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [].
(*N.B. Only applicable in relation to Equity Linked Relevant Notes relating to a Basket*)
- (h) Exchange(s): []
- (i) Related Exchange: []/[All Exchanges]
- (j) Valuation Date(s): []
- (k) Valuation Time: []
- (l) Observation Date(s): []
- (m) Observation Period: []
- (n) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [insert calculation method].

(*N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate*)
- (o) Tender Offer: [Applicable/Not Applicable]

- (p) Share Substitution: [Applicable/Not Applicable]
 [If Applicable: Share Substitution Criteria is []]
- (q) Local Tax Adjustment: [Applicable/Not Applicable]
 Local Jurisdiction []
- (r) Trade Date: []
- (s) Additional Disruption Events: The following Additional Disruption Events apply to the Fiduciary Notes:
 [Change of Law]
 [Exchange Traded Contract Event]
 [FX Disruption]
 [Hedging Disruption]
 [Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Initial Stock Loan Rate: []]
 [Insolvency Filing]
 [Loss of Stock Borrow]
 [Maximum Stock Loan Rate: []]
- (t) Other terms or special conditions: []
- (F) Fund Linked Relevant Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 [The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Relevant Instruments* shall apply.]
- (a) Fund/Basket of Funds: []
 [Exchange for each Fund Interest: [...]]
 [Related Exchange for each Fund Interest: [/All Exchanges]]
- (b) Fund Interest(s): []
- (c) Calculation Agent responsible for making []

calculation in respect of the
Fiduciary Notes:

- (d) Final Redemption Amount: [] per Calculation Amount [which is a value [below par/at par/above par] with the outstanding principal amount].
- (e) Trade Date: []
- (f) Valuation Date(s): []
- (g) Valuation Time: []
- (h) Other terms or special conditions: []

Unmatured Coupons to become void upon Early Redemption Yes.

16. Talons to be attached to Fiduciary Notes and, if applicable, the number of Interest Payment Dates between the maturity for each Talon: [Yes.]
17. Business Day Jurisdictions for Fiduciary Note Condition 7.8 (jurisdictions required to be open for payment): London, [New York City and TARGET] Settlement Days. In the Issue Terms and for the purposes of the Fiduciary Note Conditions, references to “**Business Days**” shall (except where specified otherwise) be construed as references to days which are Business Days in either London [or New York City or a TARGET] Settlement Day and “**Relevant Business Days**” shall (except where specified otherwise or the context requires) be construed as references to days which are Business Days in London and [New York City and which are TARGET Settlement Days].
18. (a) Fiduciary Notes to be represented on issue by: [Temporary Global Fiduciary Note] [Permanent Global Fiduciary Note] [Global Registered Fiduciary Note] held by Common Depositary for Euroclear and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”).
- (b) Applicable TEFRA exemption (for bearer Fiduciary Instruments only) [TEFRA D/C Rules.]
- (c) Temporary Global Fiduciary Note for exchangeable Permanent Global Fiduciary Note/Definitive Bearer Fiduciary Notes [Yes – exchangeable for interests in Permanent Global Fiduciary Note held by Common Depositary for Euroclear and Clearstream, Luxembourg on or after 40 (forty) calendar days from Issue Date (or such later date as may be determined to be the Exchange Date in accordance with the Issue Terms of the Temporary Global Fiduciary Note) upon certification as to non-U.S. beneficial ownership.]

PROVISIONS RELATED TO FIDUCIARY ASSETS

19. Unsecured Collateral [The Unsecured Collateral shall comprise [...] (the “**Unsecured Collateral**”).][Not Applicable]
- [Fiduciary Note Condition 8.5(a) (Replacement and/or Substitution of Unsecured Collateral) will [not] apply to the Fiduciary Notes.]
- [Fiduciary Note Condition 8.5(b) (Replacement and/or Substitution of Unsecured Collateral) will [not] apply to the Fiduciary Notes.]
- [Fiduciary Note Condition 8.6 (Purchase of Unsecured Collateral maturing after the [Maturity] [Final Exercise] Date) will [not] apply to the Fiduciary Notes.]
- [The Selling Agent is [Specify]
20. Fiduciary Asset Agreements:
- (i) Swap Agreement: Under an ISDA Master Agreement which the Fiduciary and the Swap Counterparty have entered into by executing the Issue Deed (the “**ISDA Master Agreement**”, as supplemented by a confirmation thereto with an effective date of []:
- [Insert details of Swap Agreement cash flows].
- (A) Swap Counterparty []
Ratings Downgrade:
- (B) Swap Counterparty: [•] at its registered office for the time being [•]. In its capacity as Swap Counterparty, [•] is also designated as the calculation agent for the purpose (the “**Swap Calculation Agent**”) of the Swap Agreement. Any determination by the Swap Calculation Agent shall be conclusive and binding on the Fiduciary, the Fiduciary Noteholders, the Principal Paying Agent, the Paying Agent and all other persons save in the case of manifest error and (without prejudice to section 4.14 of the 2006 Definitions) no liability shall attach to the Swap Calculation Agent in respect thereof.]
- (ii) Option Agreement: Under the ISDA Master Agreement, as supplemented by a confirmation thereto with an effective date of []
- [].
- (A) Option Counterparty: []
- (B) Option Counterparty []
Ratings

Downgrade:

- (iii) Repurchase Agreement: [No/*Insert details.*]
- (A) Repurchase Counterparty: [Not Applicable/*Insert details.*]
- (iv) Credit Support Document: No.
- (v) Fiduciary Asset Disclosure Documents: [*Insert details of Fiduciary Asset Disclosure Documents, if any*]

GENERAL PROVISIONS APPLICABLE TO THE FIDUCIARY NOTES

- 21. General Provisions Applicable to Fiduciary Notes: [*Insert if relevant information*]
- 22. Specific terms and conditions: [*please insert any specific terms*]
- 23. Stabilising Agent (if any): [Not Applicable]
[*Specify*]
- 24. Responsibility:
- 25. Purchaser: [*Specify*]
- 26. Additional U.S. federal income tax considerations: [The Fiduciary Notes are [not] Specified Fiduciary Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Fiduciary Notes will be available from [*give name(s) and address(es) of Fiduciary contact.*]] [As at the date of these Issue Terms, the Fiduciary has not determined whether the Fiduciary Notes are Specified Fiduciary Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Fiduciary Instruments for these purposes. This is indicative information only subject to change and if the Fiduciary's final determination is different then it will give notice of such determination. Please contact [name(s) and address(es) of Fiduciary contact] for further information regarding the application of Section 871(m) to the Fiduciary Notes.]⁸ (*The Fiduciary Notes will not be Specified Fiduciary Instruments if they (i) are issued prior to January 1, 2017 and provide a return that differs significantly from the return on an investment in the underlying or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Fiduciary Notes are issued on or after*

⁸ This formulation to be used if the Fiduciary has not made a determination regarding whether the Securities are Specified Securities as of the date of the Issue Terms.

January 1, 2017 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required. If the Fiduciary Notes are Specified Fiduciary Instruments, include the “Additional information” sentence and provide the appropriate contact information at the Fiduciary.)]

[Subject as provided below] [The] Fiduciary accepts responsibility for the information contained in the Issue Terms.

[[*specify*] has been extracted from [*specify*] and [*specify*] has been extracted from [*specify*]. The Fiduciary confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Fiduciary:

ALDBURG S.A., acting in respect of Compartment [] and on a Fiduciary basis in accordance with the Fiduciary Law.

By.....

Underwriting

[Include name and address of entities agreeing to underwrite the issue on a firm commitment basis, and name and address of entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements, where known, together with details of the relevant purchase date of the Fiduciary Instruments under the relevant subscription or underwriting agreement. Where not all of the issue is underwritten, a statement of the portion not covered.]

Secondary Trading

[Include name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.]

PART B

OTHER INFORMATION

1.
 - i. Listing: [No] Application [has been/will be] made to list the Fiduciary Notes on the [Official List of the Luxembourg/any] Stock Exchange.
 - ii. Admission to trading: [No] Application [has been/will be] made for the Fiduciary Notes to be admitted to trading on [the Euro MTF market of the Luxembourg][,/and] [the Open Market of the Frankfurt] [and] [the Third Market of the Vienna] [any [*specify*]] Stock Exchange.
 - iii. Estimate of total expenses related to admission to trading: []
2. The Fiduciary Notes have been accepted in Euroclear and Clearstream, Luxembourg and have the following security codes:

Common Code: []

ISIN Code: []
3. Custody: [Citigroup N.A, London Branch] [Not Applicable]
4. Agent for Service of Process: [Cirdan Capital Management Ltd at its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.]
6. Paying Agent: [Citibank N.A, London Branch] [Not Applicable]

[Include the following additional sections of Part B in relation to any Fiduciary Notes to be listed]
7. [Transfer Agent] [Citibank N.A, London Branch].
8. [Principal Paying Agent] [].
9. [Other Parties:] [*Specify details of any providers of material forms of credit/liquidity enhancement, giving names, addresses and a brief description*]

[*Specify Calculation Agent, including name and address, where appropriate.*]
10. Distribution:

If syndicated, names and addresses of managers and details of underwriting [Not Applicable/give names, addresses and underwriting commitments]

commitments:

If non-syndicated, name and address of Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.] / [Specify other].

Total commission and concession: [specify] per cent. of [the Aggregate Principal Amount]

Stabilising Agent (if any): [Not Applicable]
[Specify]

Prohibition of Sales to EEA Retail Investors: Applicable

11. [Offers

Offer Period: [•] to [•].

(Should be from the date of publication of the Issue Terms to a specified date or a formula such as “the Issue Date” or “the date which falls [•] Business Days thereafter”.)

Offer Price: [The Fiduciary has offered the Fiduciary Notes to the Purchaser at the initial issue price of [•] less a total commission of [•]. OR (where the price is not determined at the date of the Issue Terms) The issue price of the Fiduciary Notes will be determined by the Fiduciary and an Arranger on or about [•] in accordance with market conditions then prevailing, including [supply and demand for the Fiduciary Notes and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any].]

[If the issue price is not included in these Issue Terms it will be published on the website of the Fiduciary (www.aldburg.com).] [If applicable]

Conditions to which the offer is subject: [Offers of the Fiduciary Notes are conditional on their issue [and on any additional conditions set out in the standard terms of business of the Financial Intermediaries, notified to investors by such relevant Financial Intermediaries]]

[Description of the application process: N/A unless full application process is being followed in relation to the issue]

[Details of the minimum and/or maximum amount of application: N/A unless full application process is being followed in relation to the issue]

[Description of possibility to reduce subscriptions and manner for refunding excess amount paid: N/A unless full application process is being followed in relation to the issue]

by applicants:

Details of the method and time limits for paying up and delivering the Fiduciary Notes: [The Fiduciary Notes will be issued on the Issue Date against payment to the Fiduciary of the net subscription moneys. Investors will be notified by the relevant Financial Intermediary of their allocations of Fiduciary Notes and the settlement arrangements in respect thereof.]

[Manner and date in which results of the offer are to be made public: *N/A unless the issue is an “up to” issue when disclosure must be included*]

[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: *N/A unless full application process is being followed in relation to the issue*]

Categories of potential investors to which the Fiduciary Notes are offered: Offers will only be made pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.

[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Process for notification – N/A unless full application process is being followed in relation to the issue.]

[Amount of any expenses and taxes specifically charged to the subscriber or purchaser: []]

12. Interests of Natural and Legal Persons Involved in the Offer: [Save for any fees payable to an Arranger, so far as the Fiduciary is aware, no person involved in the issue of the Fiduciary Notes has an interest material to the offer.] *[Give name, address and significant business activities of the administrator, calculation agent or equivalent (if any) together with a summary, if applicable, of the administrator’s/calculation agent’s responsibilities and a summary of the provisions relating to termination of the appointment of such entity/provisions for appointing an alternative].*

13. Reasons for the Offer, Estimated Net Proceeds and Total Expenses:

Reasons for the offer: *[specify if different from that described in “Use of Proceeds” in the Base Prospectus]/[Not Applicable].*

Estimated net proceeds: *[specify]*

(If proceeds are intended for more than one use, specify uses and present in order of priority. If proceeds insufficient to fund all proposed uses state

amount and sources of other funding.)

14. Estimated total expenses: *[specify.] [...]. [Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.]*
15. Yield (Fixed Rate Fiduciary Notes only): *[specify].*
- Indication of yield: The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.
16. Historic Interest Rates (Floating Rate Fiduciary Notes only): *[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]*
17. Performance of Index/Formula, or other relevant underlying asset and explanation of effect on value of investment and associated risks: *[Describe nature of relevant asset or reference basis and give details of where information can be obtained. Need to include details of where past and future performance and volatility of any relevant asset or reference basis material to the Fiduciary Instruments can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by such relevant asset or reference basis underlying and the circumstances when the risks are most evident.]*
- [In the case of an Index, include here the name of the Index and a description if composed by the Fiduciary or, if the Index is not composed by the Fiduciary, details of where the information about the Index can be obtained.]*
- [In the case of a basket give weighting of basket constituents]*
- [In the case of an underlying security give name of security issuer and ISIN or other security identification [...]]*
- [In the case of an interest rate give description of the interest rate]*
- [In the case of a variable or formula, include here equivalent information.]*
18. Issue Specific Risk Factors *[See “Investor Suitability” and “Risk Factors” in the Base Prospectus.] [Give additional description of issue specific risks and structure including, if necessary, a structure diagram]*

ANNEX 3

FORM OF ISSUE TERMS FOR CERTIFICATES AND WARRANTS

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the Prospectus Directive). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]⁹. Any person subsequently offering, selling or recommending the Securities (a “**distributor**”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

ALDBURG S.A.

a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B209441 and subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the “Securitisation Law**”)**

acting in respect of Compartment [•]

**Issue Terms of Series [Title of Securities] (the Securities)
issued pursuant to the Asset-Based Notes, Certificates and Warrants Programme**

PART A

CONTRACTUAL TERMS

⁹ ICMA 1 and ICMA 2 approaches envisage that a negative target market will be unlikely. At the time of the programme establishment/update consider what types of bonds may be issued and whether the flexibility to include a negative target market may be needed for relevant issuance. Note that a programme which only envisages vanilla issuance is unlikely to require a negative target market placeholder. If a negative target market is deemed necessary, wording along the following lines could be included: “The target market assessment indicates that Notes are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].”

Issue Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Certificates and Warrants (the “**Security Conditions**”), as set forth in the Base Prospectus dated 14 June 2019 (the “**Base Prospectus**”) which does not constitute a base prospectus for the purposes of the Luxembourg law dated 10 July 2005 on prospectuses for securities, as amended (the “**Prospectus Law 2005**”). This document constitutes the Issue Terms of the Securities described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Issue Terms and the Base Prospectus (as supplemented from time to time). The Base Prospectus is available for viewing at the office of the Issuer currently at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg and of the Principal Paying Agent currently at Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB United Kingdom (from which copies of the Base Prospectus may also be obtained) and on the website of the Issuer (www.aldburg.com).

Unless the context otherwise requires, expressions used herein and not otherwise defined in the Base Prospectus or the Issue Deed (as defined below) shall have the meanings respectively ascribed to them by the provisions of the 2006 ISDA Definitions (the “**2006 Definitions**”), as published by the International Swaps and Derivatives Association, Inc. If there is any inconsistency between the ISDA Definitions and the provisions of these Issue Terms, the provisions of these Issue Terms will prevail. References in the Issue Terms to “**paragraphs**” and “**sub-paragraphs**” are to the paragraphs and sub-paragraphs of the Issue Terms, unless the context requires otherwise. *Italicised provisions herein are for information only and do not form part of the Issue Terms.*

By subscribing to the Securities, or otherwise acquiring the Securities, a holder of Securities expressly acknowledges and accepts that the Issuer (i) is subject to the Securitisation Law and (ii) has created Compartment [●] in respect of the Securities to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Securities acknowledges and accepts the subordination waterfall and the priority of payments where included in the Articles of the Issuer, the Base Prospectus and, if applicable, the Issue Terms. Furthermore, the holder of Securities acknowledges and accepts that it has only recourse to the assets of Compartment [●] and not to the assets allocated to other compartments created by the Issuer or to any other assets of the Issuer. The holder of Securities acknowledges and accepts that once all the assets allocated to Compartment [●] have been realised, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Securities accepts not to attach or otherwise seize the assets of the Issuer allocated to Compartment [●] or to other compartments of the Issuer or other assets of the Issuer. In particular, no holder of Securities shall be entitled to petition or take any other step for the winding-up, the liquidation or the bankruptcy of the Issuer, or any other similar proceedings.

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

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.]

1. Issuer: Aldburg S.A.
LEI: 549300IBN3X5IQW75D35

The board of directors of the Issuer has created a separate compartment in respect of the Securities to which all the assets and liabilities relating to the Securities will be allocated. See

paragraph 30.

2. Arranger: Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.
3. (i) Series Number: []
- (ii) Type of Securities: The Securities are [Certificates/Warrants]
- (iii) Tranche Number: []
- (iv) Date on which the Securities will be consolidated and form a single Series: The Securities will be consolidated and form a single Series with [*identify earlier tranche*] on [the Issue Date] [the Exchange Date of the Temporary Global Security for interests in the Permanent Global Security, as referred to in paragraph [17(c)] below, which is expected to occur on or about [date]] [Not Applicable]
4. Secured/Unsecured: [Secured Certificates/Warrants] [Unsecured Certificates/Warrants]
5. Form: [Bearer Securities/Registered Securities]
6. Relevant Currency: []
7. Number of Securities: [] (*each with at least a minimum value of €125,000 or equivalent on the Issue Date*)
8. Status: [Secured and limited recourse obligations of the Issuer, secured as provided below] [Unsecured and limited recourse obligations of the Issuer].
9. Nominal Amount (if applicable): [•][Not Applicable]
10. (i) Issue Price: [] [] per Security (*in the case of Certificates or Warrants*) (*each Security must have a minimum value of at least €125,000 or equivalent on the Issue Date*)
- [Indicate amount of any expenses
- and taxes specifically charged to the purchasers of the Securities*] (*required for listed issues*).
- (ii) Partly-Paid: [Applicable/Not Applicable]
- (*If Warrants, insert Not Applicable*)
11. (i) Minimum Purchase Amount: EUR 125,000 (*subject to a minimum of €125,000 or equivalent on the Issue Date*) [and integral multiples of €1,000 in excess thereof up to and including [•]]. [No Securities in

definitive form will be issued with a denomination above [•]] (e.g. if the minimum Denomination is €125,000 or equivalent on the Issue Date, no definitive Securities may be issued with a denomination above €249,000)].

(ii) Minimum Amount: Trading EUR 125,000 (subject to a minimum value of €125,000 or equivalent on the Issue Date) [and integral multiples of €1,000 in excess thereof up to and including [•]]. [No Securities in definitive form will be issued with a denomination above [•]] (e.g. if the minimum Denomination is €125,000 or equivalent on the Issue Date, no definitive Securities may be issued with a denomination above €249,000)].

12. Issue Date: []

13. Settlement Date [] subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are [London/New York City/Tokyo/TARGET Settlement Days]

PROVISIONS RELATING TO INTEREST

(If Certificates: retain this paragraph 14. If Warrants: (i) insert "Paragraph 14 is intentionally deleted"; (ii) delete paragraph 14)

14. Interest [Applicable/Not Applicable]

Interest Basis: [[] per cent. Fixed Rate]

[Benchmark +/- [] Margin]

[Zero Coupon]

[Index Linked Interest]

[Equity Linked Interest]

[Fund Linked Interest]

[specify other]

[(further particulars specified below)]

Fixed Rate Certificates and Floating Rate Certificates:

[Interest Rate: Margin of] [] per cent. per annum.]

[Benchmark: The Benchmark will be [], [except in relation to the first Interest Period for which the Benchmark will

be the Linear Interpolation of []].¹⁰

[Primary Source: The Primary Source for the Floating Rate is Telerate Page [...] as at 11.00 a.m. London time on the Interest Determination Date.]¹¹

[Interest Commencement Date: The Interest Commencement Date is []].

Interest Accrual Dates: The Interest Accrual Dates in respect of the Certificates are [], [], [] and [] in each year (commencing on []) to and including [] and the [] Business Day prior to the Scheduled Maturity Date.

Interest Periods: [The first Interest Period is from (and including) the Interest Commencement Date to (but excluding) [], subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are London, [New York City and TARGET] Settlement Days, and thereafter, each successive Interest Period shall begin on (and include) an Interest Accrual Date and end on (but exclude) the next succeeding Interest Accrual Date.]

[Interest Payment Dates: The Interest Payment Dates are [], [], [] and [] in each year, subject in each case to adjustment in accordance with the [Modified Following/Following/etc] Business Day Convention, for which the Relevant Business Day is [London/New York City and TARGET] Settlement Days.]

For the avoidance of doubt, only persons who are stated in the records of Euroclear or Clearstream, Luxembourg to be the holders of Certificates on the Interest Payment Dates will be entitled to receive interest payments under the Certificates.

Day Count Fraction: []

[Primary Source: []] [For Floating Rate Certificates]

[Interest Determination Date: The Interest Determination Date for the interest rate specified in paragraph 12 is 2 (two) Business Days in London prior to the first day of each Interest Period.] [For Floating Rate Certificates]

¹⁰ If applicable

¹¹ If applicable

Underlying Linked Interest: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[If applicable:

The provisions of Annex [•] of the Terms and Conditions – *Additional Terms and Conditions for [insert applicable reference item] Linked Relevant Instruments* shall apply. Also see item [•] below for specific provisions relating to [•] Linked Instruments.] *[Complete as applicable for relevant reference item]*

Interest Provisions for:

Index Linked Certificates [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Instruments* shall apply.]

Index/Basket of Indices/ Index Sponsor(s): []

[The [...] Index is a Multi-Exchange Index]

[The Index Currency for the [...] Index is [...]]

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of the Certificates: []

Interest Period(s)/Interest Payment Dates: []

Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Averaging: [The Averaging Dates are [].]

[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

Index Performance: []

Exchange Rate: [Applicable/Not Applicable]
[insert details]

Weighting: The weighting to be applied to each item comprising the basket to ascertain the Index Performance is [...].
(N.B. Only applicable in relation to Index Linked Certificates relating to a Basket)

Exchange(s): []

Related Exchange: [] [All Exchanges]

Exchange Business Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]
(N.B. needs to follow Scheduled Trading Day selection)

Scheduled Trading Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]

Valuation Date(s): []

Valuation Time: []

Observation Date(s): []

Observation Period: []

Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated
[insert calculation method]
(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)

Trade Date: []

Additional Disruption Events: The following Additional Disruption Events apply to the Certificates:
[Change of Law]
[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

Other terms or special conditions: []

Equity Linked Certificates [Applicable/Not Applicable]

(If not applicable, delete remaining sub-paragraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]

Shares(s)/Basket of Share(s): []

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of the Certificates: []

Interest Period(s)/Interest []
Payment Dates:

Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Averaging: [The Averaging Dates are [...].]

[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

Share Performance: []

Exchange Rate: [Applicable/Not Applicable]

[*insert details*]

Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [...].
(N.B. Only applicable in relation to Equity Linked Certificates relating to a Basket)

Exchange(s): []

Related Exchange: []/[All Exchanges]

Valuation Date(s): []

Valuation Time: []

Observation Date(s): []

Observation Period: []

Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated *[insert calculation method]*

(N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate)

Tender Offer: [Applicable/Not Applicable]

Share Substitution: [Applicable/Not Applicable]

[If Applicable: Share Substitution Criteria is [...]]

Local Tax Adjustment: [Applicable/Not Applicable]

Local Jurisdiction: [...]

Trade Date: []

Additional Disruption Events: The Following Additional Disruption Events apply to the Certificates:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Initial Stock Loan Rate: []]

[Insolvency Filing]

[Loss of Stock Borrow]

[Maximum Stock Loan Rate: []]

Other terms or special conditions: []

Fund Linked Certificates: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Instruments* shall apply.]

Fund/Basket of Funds: [[The Exchange for each Fund Interest: []]]

[Related Exchange for each Fund Interest: [/All Exchanges]]

Fund Interests: []

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of the Certificates: []

Interest Period(s)/Interest Payment Dates: []

Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Trade Date: []

Valuation Date(s): []

Valuation Time: []

Other terms or special conditions: []

PROVISIONS RELATING TO EXERCISE RIGHTS

15. (i) American Exercise Right or Bermudan Exercise Right Style or Style Applicable] [[American Style Exercise Right/Bermudan Exercise Right] Applicable/Not Applicable]
- Option Commencement Date: []

Option Expiration Time: [At the opening of trading on the [Reference Source]] [At the close of trading on the [Reference Source]]

Option Expiration Date: []

Option Exercise Dates: []

Exchange Price: [Insert price or procedures for determining price]

(ii) Exercise Price (in relation to Warrants): [Insert price or details for determining price]

PROVISIONS RELATING TO REDEMPTION

16. Redemption or Final Exercise:

Potential Exercise Date []

Exercise Price (in the case of Warrants and if not specified in paragraph 14(ii)):

Purchases: Security Condition 7.6 (Purchases) [will/will not apply to the Securities]

Redemption or Cancellation at the Option of the Issuer and Exercise of Issuer's Options:

(A) The Issuer Option Cancellation Period means in respect of Security Condition 7.8(a), the period from (and including) [...]to and including [...]

(B) The Specified Percentage is [].

(C) The Relevant Period is [].

(D) The Cancellation Amount per Security for the purposes of Security Condition 7.8(a) or 7.8(c) is [specify or specify method for determination] (if different from the Nominal Amount if specified in paragraph 9 above)

(N.B. Specify notice period for Issuer's optional redemption right for regulatory event and breach of selling restrictions)

No other Optional Redemption: Security Conditions [7.4], [7.7] and [7.9] will not apply to the Securities.

Early Redemption or Cancellation: or The Securities shall be cancelled if, at any time, the aggregate outstanding principal or notional amount or number thereof is reduced to zero pursuant to the exercise of the American Style Exercise Right or Bermudan Style Exercise Right (as applicable) or for any other reason. In such event, no payments will be due by the Issuer to the Securityholders under the Securities and the date of such redemption or cancellation shall be the date on which the outstanding principal or notional amount or number of all the Securities is reduced to zero.

Swap Counterparty or Option Counterparty Default Early Redemption or Cancellation: [].

17. Mandatory Redemption or Cancellation: or The Securities will be subject to mandatory redemption (in whole) under Security Condition [7.2] or [7.3].

18. Index Linked Securities [Applicable/Not Applicable]

(If not applicable, deleted the remaining subparagraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Instruments* shall apply].

(i) Index/Basket Indices/Index Sponsor(s): of []

[The [...] Index is a Multi-Exchange Index]

[The Index Currency for the [] Index is [...]]

(ii) Calculation Agent responsible for making calculations in respect of the Securities: []

(iii) Cash Settlement Amount: [] per [Calculation Amount/Security]

(iv) Averaging: [The Averaging Dates are [].] [Not Applicable]

[In the event that an Averaging Date is a Disrupted Day, [Omission/ Postponement/ Modified Postponement] will apply.]

(v) Index Performance: []

(vi) Exchange Rate: [Applicable/Not Applicable]

- [insert details]
- (vii) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is []. (N.B. Only applicable in relation to Index Linked Securities relating to a Basket)
- (viii) Exchange(s): []
- (ix) Related Exchange: []/[All Exchanges]
- (x) Exchange Business Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]
(N.B. needs to follow Scheduled Trading Day selection)
- (xi) Scheduled Trading Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]
- (xii) Valuation Date(s): []
- (xiii) Valuation Time: []
- (xiv) Observation Date(s): []
- (xv) Observation Period: []
- (xvi) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [insert calculation method]

(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)
- (xvii) Trade Date: []
- (xviii) Additional Disruption Events: The following Additional Disruption Events apply to the Securities:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]
- (xix) Other terms or special conditions: []

19. Equity Linked Securities: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [The provisions of Annex 4 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]
- (i) Share(s) / Basket of Shares: []
- (ii) Calculation Agent responsible for making calculations in respect of the Securities: []
- (iii) Cash Settlement Amount: [] per [Calculation Amount/Security]
- (iv) Averaging: [The Averaging Dates are [].] [Not Applicable]
- [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (v) Share Performance: []
- (vi) Exchange Rate: [Applicable/Not Applicable]
- [insert details]
- (vii) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [].
- (N.B. Only applicable in relation to Equity Linked Securities relating to a Basket)*
- (viii) Exchange(s): []
- (ix) Related Exchange: []/[All Exchanges]
- (x) Valuation Date(s): []
- (xi) Valuation Time: []
- (xii) Observation Date(s): []
- (xiii) Observation Period: []
- (xiv) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a

Disrupted Day, the relevant price will be calculated [*insert calculation method*].

(N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate)

(xv) Tender Offer: [Applicable/Not Applicable]

(xvi) [Share Substitution: [Applicable/Not Applicable]

[If Applicable: Share Substitution Criteria is []]

(xvii) Local Tax Adjustment: [Applicable/Not Applicable]

Local Jurisdiction [...]

(xviii) Trade Date: [...]

(xix) Additional Disruption Events: The following Additional Disruption Events apply to the Securities:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Initial Stock Loan Rate: []]

[Insolvency Filing]

[Loss of Stock Borrow]

[Maximum Stock Loan Rate: [...]]

(xx) Other terms or special conditions: []

20. Fund Linked Securities: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Instruments* shall apply.]

(i) Fund/Basket of Funds: []

[Exchange for each Fund Interest: [...]]

[Related Exchange for each Fund Interest: [/All Exchanges]]

- (ii) Fund Interest(s): []
- (iii) Calculation Agent responsible for making calculation in respect of the Securities: []
- (iv) Asset Election Settlement [Applicable/Not Applicable]
- (v) Cash Election Settlement
- (vi) Cash Amount: Settlement [Applicable/Not Applicable]
[] per Security [*specify if Applicable and delete if Not Applicable*]
- (vii) Trade Date: []
- (viii) Valuation Date(s): []
- (ix) Valuation Time: []
- (x) Other terms or special conditions []

21. Administrator/Benchmark Event The for the purposes of any redemption or cancellation of the Securities pursuant to Security Condition [7.5] shall be an amount equal to:

[].

22. Business Day Jurisdictions for Security Condition 8.7 (jurisdictions required to be open for payment): London, [New York City and TARGET] Settlement Days. In the Issue Terms and for the purposes of the Security Conditions, references to “**Business Days**” shall (except where specified otherwise) be construed as references to days which are Business Days in either London [or New York City or a TARGET] Settlement Day and “**Relevant Business Days**” shall (except where specified otherwise or the context requires) be construed as references to days which are Business Days in London and [New York City and which are TARGET Settlement Days].

- (i) Securities to be represented on issue [Temporary Global Security] [Permanent Global Security] [Global Registered Security] held by Common Depository for Euroclear and

- by: Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”).
- (ii) Applicable TEFRA exemption (for bearer instruments only) [TEFRA D/C Rules.]
- (iii) Temporary Global Security exchangeable for Permanent Global Security/Definitive Security [Yes – exchangeable for interests in Permanent Global Security held by Common Depository for Euroclear and Clearstream, Luxembourg on or after 40 (forty) calendar days from Issue Date (or such later date as may be determined to be the Exchange Date in accordance with the Issue Terms of the Temporary Global Security) upon certification as to non-U.S. beneficial ownership.]

PROVISIONS RELATING TO COMPARTMENT ASSETS

23. Security: [Secured Collateral charged to Security Trustee.]
- [Secured Collateral charged in Security Trustee; additional foreign law security]
- [Secured Collateral delivered to the Swap Counterparty under the Credit Support Annex]
- [Not Applicable]
- [Adverse Tax Event: *specify provisions*]
24. Secured Collateral/Unsecured Collateral (1) [The Collateral shall comprise [] (the “**Secured Collateral**”).] [The Unsecured Collateral shall comprise [...]] (the “**Unsecured Collateral**”).][Not Applicable]
- (2) [Security Condition 9.6(a) (Replacement and/or Substitution of Secured Collateral or Unsecured Collateral) will [not] apply to the Securities.]
- (3) [Security Condition 9.6(b) (Replacement and/or Substitution of Secured Collateral or Unsecured Collateral) will [not] apply to the Securities.]
- (4) [Security Condition 9.7 (Purchase of Secured Collateral or Unsecured Collateral maturing after the [Maturity] [Final Exercise] Date) will [not] apply to the Securities.]

- (5) [The Selling Agent is *[Specify]*.]
25. Swap Agreement: Under an ISDA Master Agreement which the Issuer and the Swap Counterparty have entered into by executing the Issue Deed (the “**ISDA Master Agreement**”, as supplemented by a confirmation thereto with an effective date of []):
- [*Insert details of Swap Agreement cash flows*].
- Swap Counterparty Ratings []
Downgrade:
- Swap Counterparty: [[•] at its registered office for the time being [•]. In its capacity as Swap Counterparty, [•] is also designated as the calculation agent for the purpose (the “**Swap Calculation Agent**”) of the Swap Agreement. Any determination by the Swap Calculation Agent shall be conclusive and binding on the Issuer, the Security Trustee, the Securityholders, the Principal Paying Agent, the Paying Agent and all other persons save in the case of manifest error and (without prejudice to section 4.14 of the 2000 Definitions) no liability shall attach to the Swap Calculation Agent in respect thereof.]
26. Option Agreement: Under the ISDA Master Agreement, as supplemented by a confirmation thereto with an effective date of []
- [].
- Option Counterparty: []
- Option Counterparty Ratings []
Downgrade:
27. Repurchase Agreement: [No/*Insert details*.]
- Repurchase Counterparty [Not Applicable/*Insert details*.]
28. Credit Support Document: No.
29. Additional Security [Applicable]
Document(s): [Not Applicable]
- [*Details*]

GENERAL PROVISIONS APPLICABLE TO SECURITIES

30. General Provisions Applicable [*Insert if relevant information*]

to Securities:

31. Specific terms and conditions: *[please insert any specific terms]*
32. Separate Compartment: A separate compartment has been created by the board of directors of the Issuer in respect of the Securities (the “**Compartment**”). The Compartment is a separate part of the Issuer’s assets and liabilities. The Collateral (relating to the Securities) is exclusively available to satisfy the rights of the holders of the Securities (in accordance with the terms and conditions set out in these Issue Terms) and the rights of the creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of the Compartment.
33. Stabilising Agent (if any): [Not Applicable]
[Specify]
34. Responsibility:
35. Purchaser: *[Specify]*
36. Additional U.S. federal income tax considerations: [The Securities are [not] Specified Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Securities will be available from *[give name(s) and address(es) of Issuer contact].*] [As at the date of these Issue Terms, the Issuer has not determined whether the Securities are Specified Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Instruments for these purposes. This is indicative information only subject to change and if the Issuer’s final determination is different then it will give notice of such determination. Please contact *[name(s) and address(es) of Issuer contact]* for further information regarding the application of Section 871(m) to the Securities.]¹² *(The Securities will not be Specified Instruments if they (i) are issued prior to January 1, 2017 and provide a return that differs significantly from the return on an investment in the underlying or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Securities are issued on or*

¹² This formulation to be used if the Issuer has not made a determination regarding whether the Securities are Specified Securities as of the date of the Issue Terms.

after January 1, 2017 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required. If the Securities are Specified Instruments, include the “Additional information” sentence and provide the appropriate contact information at the Issuer.)]

[Subject as provided below] [t]he Issuer accepts responsibility for the information contained in the Issue Terms.

[[*specify*] has been extracted from [*specify*] and [*specify*] has been extracted from [*specify*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

ALDBURG S.A., acting in respect of Compartment [*]

By

Underwriting

[Include name and address of entities agreeing to underwrite the issue on a firm commitment basis, and name and address of entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements, where known, together with details of the relevant purchase date of the Instruments under the relevant subscription or underwriting agreement. Where not all of the issue is underwritten, a statement of the portion not covered.]

Secondary Trading

[Include name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.]

PART B

OTHER INFORMATION

1. i. Listing: [No] Application [has been/will be] made to list the Securities on the [the Euro MTF market of the Luxembourg][,/and] [the Open Market of the Frankfurt] [and] [the Third Market of the Vienna] [any [specify]] Stock Exchange.
- ii. Admission to trading: [No] Application [has been/will be] made for the Securities to be admitted to trading on [the Euro MTF market of the Luxembourg][,/and] [the Open Market of the Frankfurt] [and] [the Third Market of the Vienna] [any [specify]] Stock Exchange.
- iii. Estimate of total expenses related to admission to trading: []
2. The Securities have been accepted in Euroclear and Clearstream, Luxembourg and have the following security codes:
- Common Code: []
- ISIN Code: []
3. Custody: [The Custodian in respect of the Secured Collateral will be [Citigroup N.A, London Branch] [Not Applicable]
- [The Secured Collateral will be delivered to the Custodian by [the Swap Counterparty] pursuant to [the Swap Agreement] on the Issue Date and credited to account number [] of the Custodian with Euroclear (the “**Custodian Account**”) on the Issue Date, subject to the security created by and pursuant to the Issue Deed.]
4. Agent for Service of Process: [Cirdan Capital Management Ltd at its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.]
5. Security Trustee: [Citicorp Trustee Company Limited][Not Applicable]
6. Paying Agent: [].
- [Include the following additional sections of Part B in relation to any Securities to be listed]
7. [Other Parties:] [*Specify details of any providers of material forms of credit/liquidity enhancement, together with any other banks are held, giving names, addresses and a brief description*] [*Specify Calculation Agent, including name*]

and address, where appropriate.]

8. [Transfer Agent] [Citibank N.A, London Branch].

9. [Principal Paying Agent] [].

10. Distribution:

If syndicated, names and addresses of managers and details of underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]

If non-syndicated, name and address of Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom. / [Specify other]].

Total commission and concession: [specify] per cent. of the aggregate Issue prices in the case of Certificates and Warrants

Stabilising Agent (if any): [Not Applicable]

[Specify]

Prohibition of Sales to EEA Retail Investors: Applicable

11. [Offers

Offer Period: [•] to [•].

(Should be from the date of publication of the Issue Terms to a specified date or a formula such as “the Issue Date” or “the date which falls [•] Business Days thereafter”.)

Offer Price: [The Issuer has offered the Securities to the Purchaser at the initial issue price of [•] less a total commission of [•]. OR (where the price is not determined at the date of the Issue Terms) The issue price of the Securities will be determined by the Issuer and an Arranger on or about [•] in accordance with market conditions then prevailing, including [supply and demand for the Securities and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any].]

[If the issue price is not included in these Issue Terms it will be published on the website of the Issuer (www.aldburg.com).] [If applicable]

Conditions to which the offer is subject: [Offers of the Securities are conditional on their issue [and on any additional conditions set out in the standard terms of business of the Financial Intermediaries, notified to investors by such relevant

Financial Intermediaries]]

[Description of the application process: *N/A unless full application process is being followed in relation to the issue]*

[Details of the minimum and/or maximum amount of application: *N/A unless full application process is being followed in relation to the issue]*

[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: *N/A unless full application process is being followed in relation to the issue]*

Details of the method and time limits for paying up and delivering the Securities: [The Securities will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Investors will be notified by the relevant Financial Intermediary of their allocations of Securities and the settlement arrangements in respect thereof.]

[Manner and date in which results of the offer are to be made public: *N/A unless the issue is an “up to” issue when disclosure must be included]*

[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: *N/A unless full application process is being followed in relation to the issue]*

Categories of potential investors to which the Securities are offered: Offers will only be made pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.

[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Process for notification – N/A unless full application process is being followed in relation to the issue.]

[Amount of any expenses and taxes specifically charged to the subscriber or purchaser: []]

12. Interests of Natural and Legal Persons Involved in the Offer: [Save for any fees payable to an Arranger, so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer.] [Give name, address and significant business activities of the administrator, calculation agent or equivalent (if any) together with a summary, if applicable, of the administrator’s/calculation agent’s responsibilities, their relationship with the Collateral obligor and a summary of the provisions relating to termination of the appointment of such entity/provisions for appointing an alternative].

13. Reasons for the Offer, Estimated Net Proceeds and Total

Expenses:

Reasons for the offer: *[specify if different from that described in “Use of Proceeds” in the Base Prospectus]/[Not Applicable]*

Estimated net proceeds: *[specify]*

(If proceeds are intended for more than one use, specify uses and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

14. Estimated total expenses: *[specify.] [...]. [Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.]*

15. Secured Collateral: *[Give details of Secured Collateral including governing law, legal nature, expiry or maturity date, nominal amount, loan to value ratio or level of collateralisation, method of origination or creation, principal lending criteria and whether such criteria satisfied (in the case of Secured Collateral which are loans or credit agreements), description of any relevant insurance policies and concentration within one insurer if material. Give name, address and significant business activities of originators of securitised assets and give general description of each obligor in the case of a small number of easily identifiable obligors or otherwise give description of general characteristics, economic environment and statistical data referred to in the Secured Collateral, and, where all Secured Collateral is comprised of the obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20 per cent. or more (or other material portion) of the Secured Collateral, so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s) indicate either of the following: (a) information relating to each obligor as if it were an issuer drafting a Registration Document for debt and derivative securities with an individual denomination of at least EUR 100,000 under the Prospectus Directive; or (b) if an obligor or guarantor has securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market, the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted. Specify principal terms where a material relationship exists between the issuer and guarantor. Specify principal terms of Secured Collateral which is not traded on a regulated or equivalent market. Where Secured Collateral comprises equity securities that are traded on a regulated or equivalent market, give description of securities, market and frequency of pricing. Where more than 10 per cent. of Secured*

Collateral comprises equity securities that are not traded on a regulated or equivalent market, give information equivalent to that contained in the schedule for Share Registration Documents under the Prospectus Directive. Where material portion of Secured Collateral is secured on or backed by real property (other than mortgage loans where there has been no revaluation for the purpose of the Certificates and it is clearly stated that valuations quoted are as at the date of the original loan origination), give valuation report relating to property setting out both valuation of the property and cash flow/income streams. Specify parameters of any investment guidelines for actively managed Secured Collateral and give description of Secured Collateral manager, including expertise and a summary of appointment provisions, termination provisions and details of any relationship with the Issuer. Describe method and date of sale of Secured Collateral. Give explanation of flow of funds, how payments in respect of the assets are collected on behalf of Issuer and any other arrangements upon which payments dependent. Specify any credit enhancements and parameters (and other details) for investments temporary liquidity surpluses. Specify any subordinated debt finance.] [Not Applicable]

16. [Performance of Index/Formula, or other relevant underlying asset and explanation of effect on value of investment and associated risks:

[Describe nature of relevant asset or reference basis and give details of where information can be obtained. Need to include details of where past and future performance and volatility of any relevant asset or reference basis material to the Securities can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by such relevant asset or reference basis underlying and the circumstances when the risks are most evident.]

[In the case of an Index, include here the name of the Index and a description if composed by the Issuer or, if the Index is not composed by the Issuer, details of where the information about the Index can be obtained.]

[In the case of a basket give weighting of basket constituents]

[In the case of an underlying security give name of security issuer and ISIN or other security identification [...]]

[In the case of an interest rate give description of the interest rate]

[In the case of a variable or formula, include here equivalent information.]]

20. Issue Specific Risk Factors

[See “Investor Suitability” and “Risk Factors” in the Base Prospectus.] *[Give additional description of issue specific risks and structure including, if necessary, a structure diagram]*

ANNEX 4

FORM OF ISSUE TERMS FOR FIDUCIARY CERTIFICATES AND FIDUCIARY WARRANTS

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Fiduciary Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the Prospectus Directive). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Fiduciary Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Fiduciary Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Fiduciary Securities has led to the conclusion that: (i) the target market for the Fiduciary Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Fiduciary Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]¹³. Any person subsequently offering, selling or recommending the Fiduciary Securities (a “**distributor**”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Fiduciary Securities (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

ALDBURG S.A.

a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B209441 and subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the “Securitisation Law**”), as issuer of the Fiduciary Securities on a fiduciary basis in accordance with the Luxembourg law of 27 July 2003 relating to trust and fiduciary contracts (the “**Fiduciary Law**”)**

**Issue Terms of Series [Title of Securities] (the Fiduciary Securities)
issued pursuant to the Asset-Based Notes, Certificates and Warrants Programme**

PART A

¹³ ICMA 1 and ICMA 2 approaches envisage that a negative target market will be unlikely. At the time of the programme establishment/update consider what types of bonds may be issued and whether the flexibility to include a negative target market may be needed for relevant issuance. Fiduciary Note that a programme which only envisages vanilla issuance is unlikely to require a negative target market placeholder. If a negative target market is deemed necessary, wording along the following lines could be included: “The target market assessment indicates that Fiduciary Notes are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].”

CONTRACTUAL TERMS

Issue Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Fiduciary Certificates and Fiduciary Warrants (the “**Fiduciary Security Conditions**”), as set forth in the Base Prospectus dated 14 June 2019 (the “**Base Prospectus**”) which does not constitute a base prospectus for the purposes of the Luxembourg law dated 10 July 2005 on prospectuses for securities, as amended (the “**Prospectus Law 2005**”). This document constitutes the Issue Terms of the Fiduciary Securities described herein and must be read in conjunction with the Base Prospectus. Full information on the Fiduciary and the offer of the Fiduciary Securities is only available on the basis of the combination of these Issue Terms and the Base Prospectus (as supplemented from time to time). The Base Prospectus is available for viewing at the office of the Fiduciary currently at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg and of the Principal Paying Agent currently at Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB United Kingdom (from which copies of the Base Prospectus may also be obtained) and on the website of the Fiduciary (www.aldburg.com).

Unless the context otherwise requires, expressions used herein and not otherwise defined in the Base Prospectus or the Issue Deed (as defined below) shall have the meanings respectively ascribed to them by the provisions of the 2006 ISDA Definitions (the “**2006 Definitions**”), as published by the International Swaps and Derivatives Association, Inc. If there is any inconsistency between the ISDA Definitions and the provisions of these Issue Terms, the provisions of these Issue Terms will prevail. References in the Issue Terms to “**paragraphs**” and “**sub-paragraphs**” are to the paragraphs and sub-paragraphs of the Issue Terms, unless the context requires otherwise. Italicised provisions herein are for information only and do not form part of the Issue Terms.

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

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.]

1. Fiduciary: Aldburg S.A.
 - (i) LEI: []
2. Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.] [*Specify other*].
3.
 - (i) Series Number: []
 - (ii) Type of Securities: The Fiduciary Securities are [Fiduciary Certificates/Fiduciary Warrants]
 - (iii) Tranche Number: []
 - (iv) Date on which the Securities will be consolidated and form a single Series: The Fiduciary Securities will be consolidated and form a single Series with [*identify earlier tranche*] on [the Issue Date] [the Exchange Date of the Temporary Global Fiduciary Security for interests in the Permanent Global Security, as referred to in paragraph [17(c)] below, which is expected to occur on or about [*date*]] [Not Applicable]

4. Secured/Unsecured: [Secured Fiduciary Certificates/Fiduciary Warrants] [Unsecured Fiduciary Certificates/Fiduciary Warrants]
5. Form: [Bearer Fiduciary Securities/Registered Fiduciary Securities]
6. Relevant Currency: []
7. Number of Securities: [] (*each with at least a minimum value of €125,000 or equivalent on the Issue Date*)
8. Status: Unsecured and limited recourse obligations of the Fiduciary.
9. Nominal Amount (if applicable): [•][Not Applicable]
10. (i) Issue Price: [] [] per Security (*in the case of Fiduciary Certificates or Fiduciary Warrants*) (*each Security must have a minimum value of at least €125,000 or equivalent on the Issue Date*)
- [Indicate amount of any expenses
- and taxes specifically charged to the purchasers of the Fiduciary Securities] (required for listed issues).*
- (ii) Partly-Paid: [Applicable/Not Applicable]
- (*If Warrants, insert Not Applicable*)
11. (i) Minimum Amount: Purchase EUR 125,000 (*subject to a minimum of €125,000 or equivalent on the Issue Date*) [and integral multiples of €1,000 in excess thereof up to and including [•]]. [No Securities in definitive form will be issued with a denomination above [•]] (*e.g. if the minimum Denomination is €125,000 or equivalent on the Issue Date, no definitive Securities may be issued with a denomination above €249,000*)).
- (ii) Minimum Amount: Trading EUR 125,000 (*subject to a minimum value of €125,000 or equivalent on the Issue Date*) [and integral multiples of €1,000 in excess thereof up to and including [•]]. [No Securities in definitive form will be issued with a denomination above [•]] (*e.g. if the minimum Denomination is €125,000 or equivalent on the Issue Date, no definitive Securities may be issued with a denomination above €249,000*)).
12. Issue Date: []
13. Settlement Date [] [] subject to adjustment in accordance with the [Modified

Following/Following/Preceding/etc] Business Day Convention, for which purpose the relevant Business Days are [London/New York City/Tokyo/TARGET Settlement Days]

PROVISIONS RELATING TO INTEREST

(If Certificates: retain paragraph 14. If Warrants: (i) insert "Paragraph 14 is intentionally deleted"; (ii) delete paragraph 14)

14.	Interest	[Applicable/Not Applicable]
	Interest Basis:	[[] per cent. Fixed Rate] [Benchmark +/- [] Margin] [Zero Coupon] [Index Linked Interest] [Equity Linked Interest] [Fund Linked Interest] [specify other] [(further particulars specified below)]
	Fixed Rate Certificates and Floating Rate Certificates:	
	[Interest Rate:	Margin of] [] per cent. per annum.]
	[Benchmark:	The Benchmark will be [], [except in relation to the first Interest Period for which the Benchmark will be the Linear Interpolation of [].] ¹⁴
	[Primary Source:	The Primary Source for the Floating Rate is Telerate Page [...] as at 11.00 a.m. London time on the Interest Determination Date.] ¹⁵
	[Interest Commencement Date:	The Interest Commencement Date is []].
	Interest Accrual Dates:	The Interest Accrual Dates in respect of the Certificates are [], [], [] and [] in each year (commencing on []) to and including [] and the [] Business Day prior to the Scheduled Maturity Date.
	Interest Periods:	[The first Interest Period is from (and including) the Interest Commencement Date to (but excluding) [], subject to adjustment in accordance with the [Modified Following/Following/Preceding/etc] Business Day

¹⁴ If applicable

¹⁵ If applicable

Convention, for which purpose the relevant Business Days are London, [New York City and TARGET] Settlement Days, and thereafter, each successive Interest Period shall begin on (and include) an Interest Accrual Date and end on (but exclude) the next succeeding Interest Accrual Date.]

[Interest Payment Dates: The Interest Payment Dates are [], [], [] and [] in each year, subject in each case to adjustment in accordance with the [Modified Following/Following/etc] Business Day Convention, for which the Relevant Business Day is [London/New York City and TARGET] Settlement Days.]

For the avoidance of doubt, only persons who are stated in the records of Euroclear or Clearstream, Luxembourg to be the holders of Certificates on the Interest Payment Dates will be entitled to receive interest payments under the Certificates.

Day Count Fraction: []

[Primary Source: []] [For Floating Rate Certificates]

[Interest Determination Date: The Interest Determination Date for the interest rate specified in paragraph 12 is 2 (two) Business Days in London prior to the first day of each Interest Period.] [For Floating Rate Certificates]

Underlying Linked Interest: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[If applicable:

The provisions of Annex [•] of the Terms and Conditions – *Additional Terms and Conditions for [insert applicable reference item] Linked Relevant Instruments* shall apply. Also see item [•] below for specific provisions relating to [•] Linked Instruments.] *[Complete as applicable for relevant reference item]*

Interest Provisions for:

Index Linked Certificates [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Instruments* shall apply.]

Index/Basket of Indices/ []

Index Sponsor(s): [The [...] Index is a Multi-Exchange Index]
[The Index Currency for the [...] Index is [...]]

Formula for calculating interest rate including back up provisions: []

Calculation Agent responsible for making calculations in respect of the Certificates: []

Interest Period(s)/Interest Payment Dates: []

Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

Additional Business Centre(s): []

Day Count Fraction: []

Averaging: [The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

Index Performance: []

Exchange Rate: [Applicable/Not Applicable]
[insert details]

Weighting: The weighting to be applied to each item comprising the basket to ascertain the Index Performance is [...].
(N.B. Only applicable in relation to Index Linked Certificates relating to a Basket)

Exchange(s): []

Related Exchange: [] [All Exchanges]

Exchange Business Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]
(N.B. needs to follow Scheduled Trading Day selection)

Scheduled Trading Day: [Single Share Basis]
 [All Share Basis]
 [Per Share Basis]

Valuation Date(s): []

Valuation Time: []

Observation Date(s): []

Observation Period: []

Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated *[insert calculation method]*
(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)

Trade Date: []

Additional Disruption Events: The following Additional Disruption Events apply to the Certificates:
 [Change of Law]
 [Exchange Traded Contract Event]
 [FX Disruption]
 [Hedging Disruption]
 [Increased Cost of Hedging]

Other terms or special conditions: []

Equity Linked Certificates [Applicable/Not Applicable]
(If not applicable, delete remaining sub-paragraphs of this paragraph)
 [The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]

Shares(s)/Basket of []
 Share(s):

Formula for calculating interest rate including back up provisions: []

Calculation Agent []
responsible for making
calculations in respect of the
Certificates:

Interest Period(s)/Interest []
Payment Dates:

Business Day Convention: [Floating Rate Convention/Following Business Day
Convention/Modified Following Business Day
Convention/Preceding Business Day
Convention/*specify other*]

Additional Business []
Centre(s):

Day Count Fraction: []

Averaging: [The Averaging Dates are [...].]

[In the event that an Averaging Date is a Disrupted
Day, [Omission/Postponement/Modified
Postponement] will apply.]

Share Performance: []

Exchange Rate: [Applicable/Not Applicable]

[*insert details*]

Weighting: The weighting to be applied to each item comprising
the Basket to ascertain the Share Performance is [...].
(*N.B. Only applicable in relation to Equity Linked
Certificates relating to a Basket*)

Exchange(s): []

Related Exchange: []/[All Exchanges]

Valuation Date(s): []

Valuation Time: []

Observation Date(s): []

Observation Period: []

Disrupted Day: [If a Valuation Date, an Averaging Date or an
Observation Date, as the case may be, is a Disrupted
Day, the relevant price will be calculated [*insert
calculation method*]

(*N.B. Only applicable where provisions in Equity
Linked Conditions are not appropriate*)

Tender Offer: [Applicable/Not Applicable]

Share Substitution: [Applicable/Not Applicable]
 [If Applicable: Share Substitution Criteria is [...]]

Local Tax Adjustment: [Applicable/Not Applicable]
 Local Jurisdiction: [...]

Trade Date: []

Additional Disruption Events: The Following Additional Disruption Events apply to the Certificates:
 [Change of Law]
 [Exchange Traded Contract Event]
 [FX Disruption]
 [Hedging Disruption]
 [Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Initial Stock Loan Rate: []]
 [Insolvency Filing]
 [Loss of Stock Borrow]
 [Maximum Stock Loan Rate: []]

Other terms or special conditions: []

Fund Linked Certificates: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
 [The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for Fund Linked Instruments* shall apply.]

Fund/Basket of Funds: [[The Exchange for each Fund Interest: []]
 [Related Exchange for each Fund Interest: [/All Exchanges]]

Fund Interests: []

Formula for calculating interest rate including back []

up provisions:

Calculation Agent []
responsible for making
calculations in respect of the
Certificates:

Interest Period(s)/Interest []
Payment Dates:

Business Day Convention: [Floating Rate Convention/Following Business Day
Convention/Modified Following Business Day
Convention/Preceding Business Day
Convention/*specify other*]

Additional Business []
Centre(s):

Day Count Fraction: []

Trade Date: []

Valuation Date(s): []

Valuation Time: []

Other terms or special []
conditions:

PROVISIONS RELATING TO EXERCISE RIGHTS

15. (i) American Style Exercise Right or Bermudan Style Exercise Right [[American Style Exercise Right/Bermudan Style Exercise Right] Applicable/Not Applicable]
- Option Commencement Date: []
- Option Expiration Time: [At the opening of trading on the [Reference Source]] [At the close of trading on the [Reference Source]]
- Option Expiration Date: []
- Option Exercise Dates: []
- Exchange Price: [Insert price or procedures for determining price]
- (ii) Exercise Price (in relation to Fiduciary Warrants): [Insert price or details for determining price]

PROVISIONS RELATING TO REDEMPTION

16. (i) Redemption or Final Exercise:
- (ii) Potential Exercise Date: []
- (iii) Exercise Price (in the case of Fiduciary Warrants and if not specified in paragraph 14(ii)):
- (iv) Purchases: Fiduciary Security Condition 8.6 (Purchases) [will/will not] apply to the Fiduciary Securities
- (v) Redemption or Cancellation at the Option of the Fiduciary and Exercise of Fiduciary's Options:
- (A) The Fiduciary Option Cancellation Period means in respect of Fiduciary Security Condition 6.6(a), the period from (and including) [...]to and including [...]
- (B) The Specified Percentage is [].
- (C) The Relevant Period is [].
- (D) The Cancellation Amount per Security for the purposes of Fiduciary Security Condition 8.8(a) or 8.8(c) is [*specify or specify method for determination*] (*if different from the Nominal Amount if specified in paragraph 9 above*)
- (*N.B. Specify notice period for Fiduciary's optional redemption right for regulatory event and breach of selling restrictions*)
- (vi) No other Optional Redemption: Fiduciary Security Conditions [8.7] and [8.9] will not apply to the Fiduciary Securities.
- (vii) Early Redemption or Cancellation: The Fiduciary Securities shall be cancelled if, at any time, the aggregate outstanding principal or notional amount or number thereof is reduced to zero pursuant to the exercise of the American Style Exercise Right or Bermudan Style Exercise Right (as applicable) or for any other reason. In such event, no payments will be due by the Fiduciary to the Securityholders under the Fiduciary Securities and the date of such redemption or cancellation shall be the date on which the outstanding principal or notional amount or number of all the Fiduciary Securities is

reduced to zero.

- (viii) Swap Counterparty or Option Counterparty Default Early Redemption or Cancellation: [].
- (ix) Mandatory Redemption or Cancellation: The Fiduciary Securities will be subject to mandatory redemption (in whole) under Fiduciary Security Condition [8.2] or [8.3].
- (x) Administrator/Benchmark Event: The for the purposes of any redemption or cancellation of the Fiduciary Securities pursuant to Fiduciary Security Condition 8.4, the Cancellation Amount shall be an amount equal to:
[].
- (xi) Securityholder Identification Event: [Applicable/Not Applicable]
The for the purposes of any redemption or cancellation of the Fiduciary Securities pursuant to Fiduciary Security Condition 8.5, the Cancellation Amount shall be an amount equal to:
[].

19. Index Linked Securities

[Applicable/Not Applicable]

(If not applicable, deleted the remaining subparagraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Index Linked Relevant Instruments* shall apply].

- (i) Index/Basket Indices/Index Sponsor(s): of []
[The [...] Index is a Multi-Exchange Index]
[The Index Currency for the [] Index is [...]]
- (ii) Calculation Agent responsible for making calculations in respect of the Fiduciary Securities: []
- (iii) Cash Settlement Amount: [] per [Calculation Amount/Security]
- (iv) Averaging: [The Averaging Dates are [].] [Not Applicable]

[In the event that an Averaging Date is a Disrupted Day, [Omission/ Postponement/

Modified Postponement] will apply.]

- (v) Index Performance: []
- (vi) Exchange Rate: [Applicable/Not Applicable]
[insert details]
- (vii) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Index Performance is []. (N.B. Only applicable in relation to Index Linked Securities relating to a Basket)
- (viii) Exchange(s): []
- (ix) Related Exchange: []/[All Exchanges]
- (x) Exchange Business Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]
(N.B. needs to follow Scheduled Trading Day selection)
- (xi) Scheduled Trading Day: [Single Share Basis]
[All Share Basis]
[Per Share Basis]
- (xii) Valuation Date(s): []
- (xiii) Valuation Time: []
- (xiv) Observation Date(s): []
- (xv) Observation Period: []
- (xvi) Disrupted Day: If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant level or price will be calculated [insert calculation method]

(N.B. Only applicable where provisions in Index Linked Conditions are not appropriate)
- (xvii) Trade Date: []
- (xviii) Additional Disruption Events: The following Additional Disruption Events apply to the Fiduciary Securities:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

(xix) Other terms or special conditions: []

20. Equity Linked Securities: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 5 of the Terms and Conditions – *Additional Terms and Conditions for Equity Linked Relevant Instruments* shall apply.]

(i) Share(s) / Basket of Shares: []

(ii) Calculation Agent responsible for making calculations in respect of the Fiduciary Securities: []

(iii) Cash Settlement Amount: [] per [Calculation Amount/Security]

(iv) Averaging: [The Averaging Dates are []]. [Not Applicable]

[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

(v) Share Performance: []

(vi) Exchange Rate: [Applicable/Not Applicable]

[insert details]

(vii) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [].

(N.B. Only applicable in relation to Equity Linked Securities relating to a Basket)

(viii) Exchange(s): []

(ix) Related Exchange: []/[All Exchanges]

(x) Valuation Date(s): []

(xi) Valuation Time: []

(xii) Observation Date(s): []

- (xiii) Observation Period: []
- (xiv) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [*insert calculation method*].

(N.B. Only applicable where provisions in Equity Linked Conditions are not appropriate)
- (xv) Tender Offer: [Applicable/Not Applicable]
- (xvi) [Share Substitution: [Applicable/Not Applicable]

[If Applicable: Share Substitution Criteria is []]
- (xvii) Local Tax Adjustment: [Applicable/Not Applicable]

Local Jurisdiction [...]
- (xviii) Trade Date: [...]
- (xix) Additional Disruption Events: The following Additional Disruption Events apply to the Fiduciary Securities:

[Change of Law]

[Exchange Traded Contract Event]

[FX Disruption]

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Initial Stock Loan Rate: []]

[Insolvency Filing]

[Loss of Stock Borrow]

[Maximum Stock Loan Rate: [...]]
- (xx) Other terms or special conditions: []

21. Fund Linked Securities: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[The provisions of Annex 6 of the Terms and Conditions – *Additional Terms and Conditions for*

Fund Linked Relevant Instruments shall apply.]

- (i) Fund/Basket of Funds: []
[Exchange for each Fund Interest: [...]]
[Related Exchange for each Fund Interest: [/All Exchanges]]
- (ii) Fund Interest(s): []
- (iii) Calculation Agent responsible for making calculation in respect of the Fiduciary Securities: []
- (iv) Asset Election Settlement [Applicable/Not Applicable]
- (v) Cash Amount: Settlement [Applicable/Not Applicable]
[] per Security [*specify if Applicable and delete if Not Applicable*]
- (vi) Trade Date: []
- (vii) Valuation Date(s): []
- (viii) Valuation Time: []
- (ix) Other terms or special conditions []

22. Business Day Jurisdictions for Fiduciary Security Condition 9.7 (jurisdictions required to be open for payment): Early Redemption or Cancellation: London, [New York City and TARGET] Settlement Days. In the Issue Terms and for the purposes of the Fiduciary Security Conditions, references to “**Business Days**” shall (except where specified otherwise) be construed as references to days which are Business Days in either London [or New York City or a TARGET] Settlement Day and “**Relevant Business Days**” shall (except where specified otherwise or the context requires) be construed as references to days which are Business Days in London and [New York City and which are TARGET Settlement Days].

- (i) Securities to be represented on issue by: [Temporary Global Fiduciary Security] [Permanent Global Security] [Global Registered Fiduciary Security] held by Common Depository for Euroclear and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”).
- (ii) Applicable exemption (for bearer Fiduciary Instruments) TEFRA [TEFRA D/C Rules.]

only)

- (iii) Temporary Global Fiduciary Security exchangeable for Permanent Security/Definitive Security Global Security for Global [Yes – exchangeable for interests in Permanent Global Fiduciary Security held by Common Depository for Euroclear and Clearstream, Luxembourg on or after 40 (forty) calendar days from Issue Date (or such later date as may be determined to be the Exchange Date in accordance with the Issue Terms of the Temporary Global Fiduciary Security) upon certification as to non-U.S. beneficial ownership.]

PROVISIONS RELATING TO FIDUCIARY ASSETS

23. Unsecured Collateral
- (1) [The Unsecured Collateral shall comprise [...] (the “**Unsecured Collateral**”).][Not Applicable]
- (2) [Fiduciary Security Condition 10.5(a) (Replacement and/or Substitution of Unsecured Collateral) will [not] apply to the Fiduciary Securities.]
- (3) [Fiduciary Security Condition 10.5(b) (Replacement and/or Substitution of Unsecured Collateral) will [not] apply to the Fiduciary Securities.]
- (4) [Fiduciary Security Condition 10.6 (Purchase of Unsecured Collateral maturing after the [Maturity] [Final Exercise] Date) will [not] apply to the Fiduciary Securities.]
- (5) [The Selling Agent is [*Specify*].]
24. Fiduciary Asset Agreements:
- (i) Swap Agreement: Under an ISDA Master Agreement which the Fiduciary and the Swap Counterparty have entered into by executing the Issue Deed (the “**ISDA Master Agreement**”, as supplemented by a confirmation thereto with an effective date of []):
- [*Insert details of Swap Agreement cash flows*].
- (A) Swap Counterparty Ratings Downgrade: []
- (B) Swap Counterparty: [•] at its registered office for the time being [•]. In its capacity as Swap Counterparty, [•] is also designated as the calculation agent for the purpose (the “**Swap Calculation Agent**”) of the Swap Agreement. Any

determination by the Swap Calculation Agent shall be conclusive and binding on the Fiduciary, the Fiduciary Securityholders, the Principal Paying Agent, the Paying Agent and all other persons save in the case of manifest error and (without prejudice to section 4.14 of the 2006 Definitions) no liability shall attach to the Swap Calculation Agent in respect thereof.]

- (ii) Option Agreement: Under the ISDA Master Agreement, as supplemented by a confirmation thereto with an effective date of []
[].
- (A) Option Counterparty: []
- (B) Option Counterparty Ratings Downgrade: []
- (iii) Repurchase Agreement: [No/Insert details.]
- (A) Repurchase Counterparty: [Not Applicable/Insert details.]
- (iv) Credit Support Document: No.
- (v) Fiduciary Asset Disclosure Documents: [Insert details of Fiduciary Asset Disclosure Documents, if any]

GENERAL PROVISIONS APPLICABLE TO FIDUCIARY SECURITIES

- 25. General Provisions Applicable to Fiduciary Securities: [Insert if relevant information]
- 26. Specific terms and conditions: [please insert any specific terms]
- 27. Stabilising Agent (if any): [Not Applicable]
[Specify]
- 28. Responsibility:
- 29. Purchaser: [Specify]
- 30. Additional U.S. federal income tax considerations: [The Fiduciary Securities are [not] Specified Fiduciary Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Fiduciary Securities will be available from [give name(s) and

address(es) of Fiduciary contact[.]] [As at the date of these Issue Terms, the Fiduciary has not determined whether the Fiduciary Securities are Specified Fiduciary Instruments for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Fiduciary Instruments for these purposes. This is indicative information only subject to change and if the Fiduciary's final determination is different then it will give notice of such determination. Please contact [name(s) and address(es) of Fiduciary contact] for further information regarding the application of Section 871(m) to the Fiduciary Securities.] ¹⁶ (The Fiduciary Securities will not be Specified Fiduciary Instruments if they (i) are issued prior to January 1, 2017 and provide a return that differs significantly from the return on an investment in the underlying or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Fiduciary Securities are issued on or after January 1, 2017 and reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required. If the Fiduciary Securities are Specified Fiduciary Instruments, include the "Additional information" sentence and provide the appropriate contact information at the Fiduciary.)]

[Subject as provided below] [t]he Fiduciary accepts responsibility for the information contained in the Issue Terms.

[[*specify*] has been extracted from [*specify*] and [*specify*] has been extracted from [*specify*]. The Fiduciary confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Fiduciary:

ALDBURG S.A., acting in respect of Compartment [*] and on a fiduciary basis in accordance with the Fiduciary Law

By

Underwriting

[Include name and address of entities agreeing to underwrite the issue on a firm commitment basis, and name and address of entities agreeing to place the issue without a firm commitment or under

¹⁶ This formulation to be used if the Fiduciary has not made a determination regarding whether the Securities are Specified Securities as of the date of the Issue Terms.

“best efforts” arrangements, where known, together with details of the relevant purchase date of the Fiduciary Instruments under the relevant subscription or underwriting agreement. Where not all of the issue is underwritten, a statement of the portion not covered.]

Secondary Trading

[Include name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.]

PART B

OTHER INFORMATION

1.
 - i. Listing: [No] Application [has been/will be] made to list the Fiduciary Securities on the [the Euro MTF market of the Luxembourg][,/and] [the Open Market of the Frankfurt] [and] [the Third Market of the Vienna] [any [specify]] Stock Exchange.
 - ii. Admission to trading: [No] Application [has been/will be] made for the Fiduciary Securities to be admitted to trading on [the Euro MTF market of the Luxembourg][,/and] [the Open Market of the Frankfurt] [and] [the Third Market of the Vienna] [any [specify]] Stock Exchange.
 - iii. Estimate of total expenses related to admission to trading: []
2. The Fiduciary Securities have been accepted in Euroclear and Clearstream, Luxembourg and have the following security codes:

Common Code: []

ISIN Code: []
3. Custody: [Citigroup N.A, London Branch] [Not Applicable]
4. Agent for Service of Process: [Cirdan Capital Management Ltd at its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom.]
6. Paying Agent: [].

[Include the following additional sections of Part B in relation to any Securities to be listed]
7. [Other Parties:] [*Specify details of any providers of material forms of credit/liquidity enhancement, together with any other banks are held, giving names, addresses and a brief description*] [*Specify Calculation Agent, including name and address, where appropriate.*]
8. [Transfer Agent] [Citibank N.A, London Branch].
9. [Principal Paying Agent] [].
10. Distribution:

If syndicated, names and addresses of managers and details of underwriting [Not Applicable/give names, addresses and underwriting commitments]

commitments:

If non-syndicated, name and address of Arranger: [Cirdan Capital Management Ltd acting through its office at 1 Knightsbridge Green, London SW1X 7NE, United Kingdom. / [Specify other]].

Total commission and concession: [specify] per cent. of the aggregate Issue prices in the case of Fiduciary Certificates and Fiduciary Warrants

Stabilising Agent (if any): [Not Applicable]

[Specify]

Prohibition of Sales to EEA Retail Investors: Applicable

11. [Offers

Offer Period: [•] to [•].

(Should be from the date of publication of the Issue Terms to a specified date or a formula such as “the Issue Date” or “the date which falls [•] Business Days thereafter”.)

Offer Price: [The Fiduciary has offered the Fiduciary Securities to the Purchaser at the initial issue price of [•] less a total commission of [•]. OR (where the price is not determined at the date of the Issue Terms) The issue price of the Fiduciary Securities will be determined by the Fiduciary and an Arranger on or about [•] in accordance with market conditions then prevailing, including [supply and demand for the Fiduciary Securities and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any].]

[If the issue price is not included in these Issue Terms it will be published on the website of the Fiduciary (www.aldburg.com).] [If applicable]

Conditions to which the offer is subject: [Offers of the Fiduciary Securities are conditional on their issue [and on any additional conditions set out in the standard terms of business of the Financial Intermediaries, notified to investors by such relevant Financial Intermediaries]]

[Description of the application process: N/A unless full application process is being followed in relation to the issue]

[Details of the minimum and/or maximum amount of application: N/A unless full application process is being followed in relation to the issue]

[Description of possibility to reduce subscriptions and manner for refunding excess amount paid: N/A unless full application process is being followed in relation to the issue]

by applicants:

Details of the method and time limits for paying up and delivering the Fiduciary Securities: [The Fiduciary Securities will be issued on the Issue Date against payment to the Fiduciary of the net subscription moneys. Investors will be notified by the relevant Financial Intermediary of their allocations of Securities and the settlement arrangements in respect thereof.]

[Manner and date in which results of the offer are to be made public: *N/A unless the issue is an “up to” issue when disclosure must be included*]

[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: *N/A unless full application process is being followed in relation to the issue*]

Categories of potential investors to which the Fiduciary Securities are offered: Offers will only be made pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.

[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Process for notification – N/A unless full application process is being followed in relation to the issue.]

[Amount of any expenses and taxes specifically charged to the subscriber or purchaser: []]

12. Interests of Natural and Legal Persons Involved in the Offer: [Save for any fees payable to an Arranger, so far as the Fiduciary is aware, no person involved in the issue of the Fiduciary Securities has an interest material to the offer.] *[Give name, address and significant business activities of the administrator, calculation agent or equivalent (if any) together with a summary, if applicable, of the administrator’s/calculation agent’s responsibilities, their relationship with the Collateral obligor and a summary of the provisions relating to termination of the appointment of such entity/provisions for appointing an alternative].*

13. Reasons for the Offer, Estimated Net Proceeds and Total Expenses:

Reasons for the offer: [specify if different from that described in “Use of Proceeds” in the Base Prospectus]/[Not Applicable]

Estimated net proceeds: [specify]

(If proceeds are intended for more than one use, specify uses and present in order of priority. If

proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

14. Estimated total expenses: [specify.] [...]. [*Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.*]
16. Performance of Index/Formula, or other relevant underlying asset and explanation of effect on value of investment and associated risks: [Describe nature of relevant asset or reference basis and give details of where information can be obtained. Need to include details of where past and future performance and volatility of any relevant asset or reference basis material to the Fiduciary Securities can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by such relevant asset or reference basis underlying and the circumstances when the risks are most evident.]
- [In the case of an Index, include here the name of the Index and a description if composed by the Fiduciary or, if the Index is not composed by the Fiduciary, details of where the information about the Index can be obtained.]
- [In the case of a basket give weighting of basket constituents]
- [In the case of an underlying security give name of security issuer and ISIN or other security identification [...]]
- [In the case of an interest rate give description of the interest rate]
- [In the case of a variable or formula, include here equivalent information.]
20. Issue Specific Risk Factors [See “Investor Suitability” and “Risk Factors” in the Base Prospectus.] [*Give additional description of issue specific risks and structure including, if necessary, a structure diagram*]

ANNEX 5

ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED RELEVANT INSTRUMENTS

1. Interpretation

The terms and conditions applicable to Equity Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Equity Linked Relevant Instruments set out below (the "**Equity Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Equity Linked Fiduciary Notes shall comprise the terms and conditions of the Fiduciary Notes (the "**Fiduciary Note Conditions**") and the Equity Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Equity Linked Securities shall comprise the terms and conditions of the Certificates and Warrants (the "**Security Conditions**") and the Equity Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Equity Linked Fiduciary Securities shall comprise the terms and conditions of the Fiduciary Certificates and Fiduciary Warrants (the "**Fiduciary Security Conditions**") and the Equity Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms.

In the event of any inconsistency between the Note Conditions in the case of Notes, the Fiduciary Note Conditions in the case of Fiduciary Notes, the Securities Conditions in the case of Securities or the Fiduciary Securities Conditions in the case of Fiduciary Securities and the Equity Linked Conditions, the Equity Linked Conditions shall prevail. In the event of any inconsistency between (i) the Note Conditions, the Fiduciary Note Conditions, the Securities Conditions or the Fiduciary Securities Conditions and/or the Equity Linked Conditions and (ii) the applicable Issue Terms, the applicable Issue Terms shall prevail. References in the Equity Linked Conditions to "Relevant Instrument(s)" and shall be deemed to be references to "Note(s)", "Fiduciary Note(s)", "Security(ies)" and/or "Fiduciary Securities" as the context admits.

2. Definitions

For the purposes of these Equity Linked Conditions:

"Averaging Date" means each date specified as an Averaging Date in the applicable Issue Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day:

- (a) if "**Omission**" is specified as applying in the applicable Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price; provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level or price on the final Averaging Date, as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Issue Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant

to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

- (c) if “**Modified Postponement**” is specified as applying in the applicable Issue Terms then:
- (i) where the Equity Linked Relevant Instruments relate to a single Share, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph a(ii) of the definition of “Valuation Date” below; and
 - (ii) where the Equity Linked Relevant Instruments relate to a Basket of Shares, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the “**Scheduled Averaging Date**”) and the Averaging Date for a Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Share, and (B) the Calculation Agent shall determine the relevant price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of “Valuation Date” below,

for the purposes of these Equity Linked Conditions “**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur.

“**Disrupted Day**” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day, and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“**Exchange**” means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means either (i) in the case of a single Share, Exchange Business Day (Single Share Basis) or (ii) in the case of a Share Basket, (a) Exchange Business Day (All Shares Basis) or (b) Exchange Business Day (Per Share Basis), in each case as specified in the applicable Issue Terms, provided that, in the case of a Share Basket, if no such specification is made in the applicable Issue Terms, Exchange Business Day (Per Share Basis) shall apply.

“Exchange Business Day (All Shares Basis)” means, in respect of a Share Basket, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all Shares comprised in the Share Basket during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time.

“Exchange Business Day (Per Share Basis)” means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

“Exchange Business Day (Single Share Basis)” means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any relevant Related Exchange.

“Observation Cut-Off Date” means, in respect of a Scheduled Observation Date, the eighth Scheduled Trading Day immediately following the relevant Scheduled Observation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date of payment of any amount calculated in respect of such Observation Date pursuant to the definition of Observation Date.

“Observation Date” means each date specified as such in the applicable Issue Terms, or if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) where the Equity Linked Relevant Instruments relate to a single Share, that Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day. In that case, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Observation Cut-Off Date; or
- (b) where the Equity Linked Relevant Instruments relate to a Basket of Shares, that Observation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date and that Observation Date for each Share affected (each an **“Affected Share”**) by the occurrence of a Disrupted Day shall be

the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date for the Affected Share (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to the Affected Share, a price determined in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, using its good faith estimate of the price for the Affected Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions.

“Related Exchange” means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where “All Exchanges” is specified as the Related Exchange in the applicable Issue Terms, **“Related Exchange”** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

“Scheduled Closing Time” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“Scheduled Observation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

“Scheduled Trading Day” means either (i) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (ii) in the case of a Share Basket, (a) Scheduled Trading Day (All Shares Basis) or (b) Scheduled Trading Day (Per Share Basis), in each case as specified in the applicable Issue Terms, provided that, in the case of a Share Basket, if no such specification is made in the applicable Issue Terms, Scheduled Trading Day (Per Share Basis) shall apply, and, where Scheduled Trading Day (Per Share Basis) applies, each of such Shares shall be valued independently of each other, and the provisions in relation to Disrupted Day, Averaging Date, Observation Date, Share Closing Price, Final Price and Exchange Business Day shall be applied and construed by the Calculation Agent accordingly.

“Scheduled Trading Day (All Shares Basis)” means, in respect of a Share Basket, any day on which the Exchange and Related Exchange(s) are scheduled to be open for trading in respect of all Shares comprised in the Share Basket or Mixed Basket, as applicable, during their respective regular trading session(s).

“Scheduled Trading Day (Per Share Basis)” means, in respect of a Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such Share are scheduled to be open for trading during their respective regular trading session(s).

“Scheduled Trading Day (Single Share Basis)” means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

“Scheduled Valuation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

“Shares” and **“Share”** mean, subject to adjustment in accordance with these Equity Linked Conditions, the shares or a share specified in the applicable Issue Terms and related expressions shall be construed accordingly.

“Share Closing Price” means, in respect of a Share and subject to these Equity Linked Conditions and to “Valuation Date” below and “Averaging Date” or “Observation Date” above, as the case may be, an amount equal to the official closing price of such Share quoted on the relevant Exchange as determined by the Calculation Agent on (A) if Averaging is not specified in the applicable Issue Terms, the Valuation Date or an Observation Date, as the case may be, or (B) if Averaging is specified in the applicable Issue Terms, an Averaging Date converted, if Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate.

“Share Company” means, in respect of a Share, the company that has issued such Share. **“Share Performance”** means the Share Performance specified in the applicable Issue Terms.

“Share Price” means, in respect of a Share and a time on a Scheduled Trading Day and subject to these Equity Linked Conditions, the price of such Share at such time on such day as determined by the Calculation Agent.

“Trading Disruption” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the Share on the Exchange or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

“Valuation Cut-Off Date” means, in respect of a Scheduled Valuation Date, the eighth Scheduled Trading Day immediately following the relevant Scheduled Valuation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date of payment of any amount calculated pursuant to the definition of Valuation Date.

“Valuation Date” means (x) in the case of Relevant Notes, each Valuation Date specified in the applicable Issue Terms or (y) in the case of Securities, the Option Exercise Date of the Relevant Security, or in either case if that is not a Scheduled Trading Day the first Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) where the Equity Linked Relevant Instruments relate to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to and including the Valuation Cut-Off Date is a Disrupted Day. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; or
- (b) where the Equity Linked Relevant Instruments relate to a Basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Share affected (each an **“Affected Share”**) by the occurrence of a Disrupted Day shall be the first

succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for the Affected Share (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to the Affected Share, a price determined in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, using its good faith estimate of the price for the Affected Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

“Valuation Time” means the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

3. **Market Disruption**

“Market Disruption Event” means, in relation to a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, any time during the one hour period that ends at the Valuation Time for such Share or (iii) an Early Closure.

4. **Correction to Share Prices**

If the price of a Share published on any Valuation Date, Observation Date, or an Averaging Date, as the case may be, by the relevant Exchange and which is utilised for any calculation or determination made for the purposes of the Relevant Instruments (a **“Relevant Calculation”**) is subsequently corrected and the correction (the **“Corrected Share Price”**) published by the relevant Exchange no later than two Business Days prior to the date of payment of any amount to be calculated by reference to the Relevant Calculation then such Corrected Share Price shall be deemed to be the relevant price for such Share on such Averaging Date, Observation Date or Valuation Date, as the case may be, and the Calculation Agent shall use such Corrected Share Price in determining the relevant price.

5. **Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation and Insolvency**

(a) **“Potential Adjustment Event”** means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event or, if Tender Offer is specified as applying in the applicable Issue Terms, a Tender Offer) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Shares of (A) such Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or

Relevant Warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;

- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by a Share Company in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Company or any of its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (vi) in respect of a Share Company an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

Following the declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends stock loan rate or liquidity relative to the relevant Share) and determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

If “**Local Tax Adjustment**” is specified in the applicable Issue Terms as being applicable, then, in its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Relevant Securities, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

“**Local Taxes**” shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction (specified in the applicable Issue Terms).

“**Offshore Investor**” shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence

(a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of residence of the Issuer or any of its Affiliates or agents.

Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Relevant Instrumentholders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable. stating the adjustment to the terms of the Terms and Conditions and/or the applicable Issue Terms and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

(b) **“De-listing”** means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or, if Tender Offer is specified as applying in the applicable Issue Terms, a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system acceptable to the Calculation Agent.

“Insolvency” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company (A) all the Shares of that Share Company are required to be transferred to a security trustee (if applicable), liquidator or other similar official or (B) holders of the Shares of that Share Company become legally prohibited from transferring them.

“Merger Date” means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

“Merger Event” means, in respect of any relevant Shares, any (A) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (B) consolidation, amalgamation, merger or binding share exchange of a Share Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (C) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (D) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before the last occurring Valuation Date or Observation Date, as the case may be, or where Averaging is specified in the applicable Issue Terms, the final Averaging Date in respect of the relevant Security or the Option Exercise Date or if there is more than one Option Exercise Date, the Final Option Exercise Date.

“Nationalisation” means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

If (x) a Merger Event, De-listing, Nationalisation or Insolvency occurs in relation to a Share and/or (y) if Tender Offer is specified as applicable in the applicable Issue Terms, a Tender Offer occurs, the Issuer Relevant in its sole and absolute discretion may take the action described in (i), (ii), (iii) or (iv) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any terms of the Terms and Conditions and/or the applicable Issue Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency made by any options exchange to options on the Shares traded on that options exchange and the relevant adjustments may in the case of adjustments following a Merger Event or Tender Offer include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares substituting the affected Share with another Share and setting the relevant Exchange Price for such Share and/or the relevant Exercise Price in respect of Relevant Warrants; or
- (ii) where the Equity Linked Relevant Instruments relate to a Basket of Shares on giving notice to the Relevant Instrumentholders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable, redeem or cancel, as the case may be, each Relevant Instrument in part. If an Relevant Instrument is so redeemed or cancelled in part the portion (the “**Partial Amount**”) of each such Relevant Instrument representing the affected Share(s) shall be redeemed and the Issuer will (x) pay to each Noteholder or Securityholder (as applicable) in respect of each Relevant Instrument or Unit, as the case may be, held by him an amount equal to the fair market value of the Partial Amount, taking into account the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and (y) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the terms of the Terms and Conditions and/or the applicable Issue Terms to account for such redemption or cancellation in part. For the avoidance of doubt the remaining part of each such Relevant Instrument after redemption or cancellation and adjustment shall remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the holders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable; or

- (iii) (A) in the case of Relevant Notes, give notice to the Noteholders in accordance with Note Condition 16 or Fiduciary Note Condition 18 and redeem all, but not some only, of the Relevant Notes; or
- (B) in the case of Securities, give notice to the Securityholders in accordance with Security Condition 18 or Fiduciary Security Condition 20 and cancel all, but not some only, of the Relevant Securities; or
- (iv) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the “**Options Exchange**”), require the Calculation Agent to make a corresponding adjustment to any one or more of the terms of the Terms and Conditions and/or the applicable Issue Terms which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

Upon the occurrence of a Merger Event, De-listing, Nationalisation, Insolvency or, if applicable, Tender Offer, the Issuer shall give notice as soon as practicable to the Relevant Instrumentholders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable, stating the occurrence of the Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be.

6. **Non-euro Quoted Shares**

In respect of Equity Linked Relevant Instruments relating to Shares originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the single currency in accordance with the Treaty, if such Shares are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange or, where no Exchange is specified in the applicable Issue Terms, the principal market on which those Shares are traded, then the Calculation Agent will adjust any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the Relevant Securities. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the Valuation Time at an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this provision will affect the currency denomination of any payment obligation arising out of the Relevant Securities.

7. **Additional Disruption Events**

- (a) “**Additional Disruption Event**” means any of Change of Law, Exchange Traded Contract Event, FX Disruption, Hedging Disruption, Increased Cost of Hedging,

Increased Cost of Stock Borrow, Loss of Stock Borrow and/or Insolvency Filing, in each case if specified in the applicable Issue Terms.

“Affiliate” means in relation to any entity (the **“First Entity”**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity.

“Change in Law” means that, on or after the Trade Date (as specified in the applicable Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Share or (B) it will incur a materially increased cost in performing its obligations in relation to the Equity Linked Relevant Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

“Exchange Traded Contract Event” means, in relation to a Share, (i) the official settlement price of any Exchange Traded Contract does not reflect the Share Price or Share Closing Price in a way that is necessary or desirable for the purposes of the Issuer and/or any of its Affiliates hedging the Fiduciary’s exposure under the Equity Linked Relevant Instruments; (ii) the official settlement price of any relevant Exchange Traded Contract is unavailable for any reason or is amended or corrected; (iii) the terms of any Exchange Traded Contract are changed or modified in any way; and/or (iv) any Valuation Date, Averaging Date or any other date for valuation of a Share in respect of the Equity Linked Relevant Instruments is not a day on which an official settlement price is published in respect of any relevant Exchange Traded Contract.

“Exchange Traded Contract” means, in relation to any Share, any futures or options contract(s) relating to that Share as selected by the Calculation Agent from time to time.

“FX Disruption” means the occurrence or existence of any event or circumstance, as determined by the Calculation Agent in its sole and absolute discretion, with respect to any currency in which any Share is traded, quoted or settled (each an **“Event Currency”**) that has the effect of preventing or delaying the Issuer and/or any of its Affiliates or agents directly or indirectly from: (i) converting the Event Currency into the Specified Currency through customary legal channels; (ii) converting the Event Currency into the Specified Currency at a rate at least as favourable as the rate for domestic institutions located in the Event Currency jurisdiction; (iii) delivering the Specified Currency from accounts inside the Event Currency jurisdiction to accounts outside the Event Currency jurisdiction; (iv) delivering the Event Currency between accounts inside the Event Currency jurisdiction or to an entity that is a non-resident of the Event Currency jurisdiction; or (v) effectively realising in the Specified Currency the value of any hedging arrangement in respect of the Equity Linked Relevant Instruments at any time.

“Hedging Disruption” means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and

performing its obligations with respect to the Equity Linked Relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“Hedging Shares” means the number of Shares that the Calculation Agent deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Equity Linked Relevant Instruments.

“Increased Cost of Hedging” means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Equity Linked Relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

“Increased Cost of Stock Borrow” means that the Issuer and/or any of its Affiliates would incur a rate to borrow Shares that is greater than the Initial Stock Loan Rate.

“Initial Stock Loan Rate” means, in respect of a Share, the Initial Stock Loan Rate specified in relation to such Share in the applicable Issue Terms.

“Insolvency Filing” means that a Share Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company shall not be deemed an Insolvency Filing.

“Loss of Stock Borrow” means that the Issuer and/or any affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Share in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

“Maximum Stock Loan Rate” means in respect of a Share, the Maximum Stock Loan Rate specified in the applicable Issue Terms.

- (b) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of the Terms and Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) (A) in the case of Relevant Notes, give notice to Noteholders in accordance with Note Condition 16 or Fiduciary Note Condition 18, as

applicable, and redeem all, but not some only, of the Relevant Notes;
or

- (B) in the case of Relevant Securities, give notice to Securityholders in accordance with Security Condition 18 or Fiduciary Security Condition 20, as applicable, and cancel all, but not some only of Securities.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Relevant Instrumentholders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

ANNEX 6

ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED RELEVANT INSTRUMENTS

1. Interpretation

The terms and conditions applicable to Index Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Index Linked Relevant Instruments set out below (the "**Index Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Index Linked Fiduciary Notes shall comprise the terms and conditions of the Fiduciary Notes (the "**Fiduciary Note Conditions**") and the Index Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Index Linked Securities shall comprise the terms and conditions of the Certificates and Warrants (the "**Security Conditions**") and the Index Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Index Linked Fiduciary Securities shall comprise the terms and conditions of the Fiduciary Certificates and Fiduciary Warrants (the "**Fiduciary Security Conditions**") and the Index Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms.

In the event of any inconsistency between the Note Conditions in the case of Notes, the Fiduciary Note Conditions in the case of Fiduciary Notes, the Securities Conditions in the case of Securities or the Fiduciary Securities Conditions in the case of Fiduciary Securities and the Index Linked Conditions, the Index Linked Conditions shall prevail. In the event of any inconsistency between (i) the Note Conditions, the Fiduciary Note Conditions, the Securities Conditions or the Fiduciary Securities Conditions and/or the Index Linked Conditions and (ii) the applicable Issue Terms, the applicable Issue Terms shall prevail. References in the Index Linked Conditions to "Relevant Instrument(s)" and shall be deemed to be references to "Note(s)", "Fiduciary Note(s)", "Security(ies)" and/or "Fiduciary Securities" as the context admits.

2. Definitions

For the purposes of these Index Linked Conditions:

"**Averaging Date**" means each date specified as an Averaging Date in the applicable Issue Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then subject as provided in Index Linked Condition 4(b) below:

- (a) if "**Omission**" is specified as applying in the applicable Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level or price provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level or price on the final Averaging Date, as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Issue Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

(c) if “**Modified Postponement**” is specified as applying in the applicable Issue Terms then:

- (i) where the Index Linked Relevant Instruments relate to a single Index, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Valuation Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of “Valuation Date” below; and
- (ii) where the Index Linked Relevant Instruments relate to a Basket of Indices, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the “**Scheduled Averaging Date**”) and the Averaging Date for an Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Index, and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of “Valuation Date” below,

for the purposes of these Index Linked Conditions “**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur.

“**Component Security**” means, in respect of a Multi-Exchange Index, each component security in such Index.

“**Disrupted Day**” means (I) in respect of a Non-Synthetic Index, (a) where the relevant Index is not specified in the applicable Issue Terms to be a Multi-Exchange Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred or (b) where the relevant Index is specified in the applicable Issue Terms to be a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index, (ii) the Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred and (II) in respect of a Synthetic Index, an Index Business Day on which the Index Closing Level is not published by the Index Sponsor.

“**Early Closure**” means:

- (a) in relation to an Index which is not specified in the applicable Issue Terms as being a Multi-Exchange Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time

unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or

- (b) in relation to an Index which is specified in the applicable Issue Terms as being a Multi-Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange, as the case may be, at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange or Related Exchange, as the case may be, on such Exchange Business Day, or (b) the submission deadline for orders to be entered into on the relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange” means:

- (a) in relation to an Index which is not specified in the applicable Issue Terms as being a Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange); and
- (b) in relation to an Index which is specified in the applicable Issue Terms as being a Multi-Exchange Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

“Exchange Business Day” means either (i) in the case of a single Index, Exchange Business Day (Single Index Basis) or (ii) in the case of an Index Basket (a) Exchange Business Day (All Indices Basis) or (b) Exchange Business Day (Per Index Basis), in each case as specified in the applicable Issue Terms, provided that, in the case of an Index Basket, if no such specification is made in the applicable Issue Terms, Exchange Business Day (Per Index Basis) shall apply.

“Exchange Business Day (All Indices Basis)” means, in respect of an Index Basket, any Scheduled Trading Day on which (i) in respect of any Index other than a Multi-exchange Index, each Exchange and each Related Exchange, if any, are open for trading during their respective regular trading session(s) in respect of all Indices comprised in the Index Basket, notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time and (ii) in respect of any Multi-exchange Index, (a) each Index Sponsor publishes the level of the relevant Multi-exchange Index and (b) each Related Exchange, if any, is open for trading during its regular trading session in respect of all Multi-exchange Indices comprised in the Index Basket, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Business Day (Per Index Basis)” means, in respect of an Index Basket, any Scheduled Trading Day on which (i) in respect of an Index other than a Multi-exchange Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are open for trading during their regular trading session(s), notwithstanding

any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) in respect of a Multi-exchange Index, (a) the relevant Index Sponsor publishes the level of such Multi-exchange Index and (b) the Related Exchange, if any, is open for trading during its regular trading session in respect of such Multi-exchange Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing time.

“Exchange Disruption” means:

- (a) in relation to an Index which is not specified in the applicable Issue Terms as being a Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) in relation to an Index which is specified in the applicable Issue Terms as being a Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the relevant Related Exchange.

“Index” and **“Indices”** mean, subject to adjustment in accordance with the Index Linked Conditions, the indices or index specified in the applicable Issue Terms and related expressions shall be construed accordingly.

“Index Business Day” means Synthetic Index, each date in respect of which the Index Sponsor is scheduled to calculate and publish the Index Closing Level.

“Index Closing Level” means, (I) in respect of a Non-Synthetic Index and subject to these Index Linked Conditions and to “Valuation Date”, “Observation Date” below and “Averaging Date” above, as the case may be, an amount equal to the official closing level (howsoever described) (which shall be deemed to be an amount in the Index Currency) of such Index as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Issue Terms, the Valuation Date or an Observation Date, as the case may be, or (ii) if Averaging is specified in the applicable Issue Terms, an Averaging Date converted, if Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and (II) in respect of a Synthetic Index and subject to Condition 4 herein, the level of the Index as calculated and announced by the Index Sponsor in relation to such day and converted, if Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate.

“Index Level” means, in respect of an Index and a time on a Scheduled Trading Day and subject to these Index Linked Conditions, the level of such Index at such time on such day as determined by the Calculation Agent.

“Index Performance” means the Index Performance specified in the applicable Issue Terms.

“Index Sponsor” means, in relation to an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading

Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Issue Terms.

“Observation Cut-Off Date” means, in respect of each Scheduled Observation Date, the eighth Scheduled Trading Day immediately following the relevant Scheduled Observation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date of payment of any amount calculated in respect of such Observation Date pursuant to the definition of Observation Date.

“Observation Date” means each Observation Date specified in the applicable Issue Terms, or if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) where the Index Linked Relevant Instruments relate to a single Index, that Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day. In that case, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, determine the relevant level or price by determining the level of the Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 4 below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date); or
- (b) where the Index Linked Relevant Instruments relate to a Basket of Indices, that Observation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date and that Observation Date for each Index affected (each an **“Affected Index”**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, (i) the Observation Cut-Off Date shall be deemed to be that Observation Date for the Affected Index (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Index, the level of that Index determined in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, using the level of that Index as of the Valuation Time on the Observation Cut-Off Date in accordance with (subject to Index Linked Condition 4) the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Observation Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Observation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Observation Cut-Off Date).

“Related Exchange” means, in relation to an Index, each exchange or quotation system specified as such for such Index in the applicable Issue Terms, any successor to such

exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where “All Exchanges” is specified as the Related Exchange in the applicable Issue Terms, “**Related Exchange**” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

“**Scheduled Closing Time**” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“**Scheduled Observation Date**” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

“**Scheduled Trading Day**” means (I) in respect of a Non-Synthetic Index, (1) (i) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (ii) in the case of an Index Basket, (a) Scheduled Trading Day (All Indices Basis) or (b) Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Issue Terms, provided that, in the case of an Index Basket, if no such specification is made in the applicable Issue Terms, Scheduled Trading Day (Per Index Basis) shall apply and (II) in respect of a Synthetic-Index, each Index Business Day.

“**Scheduled Trading Day (All Indices Basis)**” means in respect of an Index Basket, any day on which (i) in respect of any Indices other than Multi-exchange Indices, each Exchange and each Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s) in respect of all Indices comprised in the Index Basket, and (ii) in respect of any Multi-exchange Index, (a) each Index Sponsor is scheduled to publish the level of such Multi-exchange Index and (b) each Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of all Multi-exchange Indices comprised in the Index Basket.

“**Scheduled Trading Day (Per Index Basis)**” means, in respect of an Index Basket, any day on which (i) in respect of an Index other than a Multi-exchange Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are scheduled to be open for trading during their respective regular trading session(s), and (ii) in respect of a Multi-exchange Index, (a) the relevant Index Sponsor is scheduled to publish the level of such Multi-exchange Index and (b) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Multi-exchange Index.

“**Scheduled Trading Day (Single Index Basis)**” means any day on which (i) in respect of an Index other than a Multi-exchange Index, the Exchange and Related Exchange(s), if any, are scheduled to be open for trading during their respective regular trading session(s), and (ii) in respect of a Multi-exchange Index (a) the Index Sponsor is scheduled to publish the level of such Multi-exchange Index and (b) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Multi-exchange Index.

“**Scheduled Valuation Date**” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

“**Synthetic Index**” each Index identified as a Synthetic Index in the Issue Terms and if an Index is not identified as a Synthetic Index in the Issue Terms, it shall be a “**Non-Synthetic Index**”.

“**Trading Disruption**” means:

- (a) in relation to an Index which is not specified in the applicable Issue Terms as being a Multi-Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) in futures or options contracts relating to the Index on any relevant Related Exchange;
- (b) in relation to an Index which is specified in the applicable Issue Terms as being a Multi-Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

“**Valuation Cut-Off Date**” means the eighth Scheduled Trading Day immediately following the Scheduled Valuation Date or if earlier the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the date of payment of any amount calculated pursuant to the definition of Valuation Date.

“**Valuation Date**” means (x) in the case of Relevant Notes, each Valuation Date specified in the applicable Issue Terms or (y) in the case of Securities, the Option Exercise Date of the relevant Security, or in either case if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day, then subject as provided in Index Linked Condition 4(b) below:

- (a) where the Index Linked Relevant Instruments relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, determine the relevant level or price by determining the level of the Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 4 below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date); or
- (b) where the Index Linked Relevant Instruments relate to a Basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Index affected (each an “**Affected Index**”) by the occurrence of a Disrupted Day shall be

the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Scheduled Trading Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Index. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for the Affected Index (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Index, the level of that Index determined in the manner set out in the applicable Issue Terms or, if not set out or if not practicable, using the level of that Index as of the Valuation Time on the Valuation Cut-Off Date in accordance with (subject to Index Linked Condition 4) the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Valuation Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Valuation Cut-Off Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Valuation Cut-Off Date).

“Valuation Time” means:

- (a) other than in the case of a Synthetic Index, where the relevant Index is not specified in the applicable Issue Terms to be a Multi-Exchange Index, the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or
- (b) other than in the case of a Synthetic Index, where the relevant Index is specified in the applicable Issue Terms to be a Multi-Exchange Index, the Valuation Time specified in the applicable Issue Terms or if no Valuation Time is specified (i) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the relevant Exchange and (y) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or
- (c) in the case of a Synthetic Index, the time in respect of which the Index Sponsor is scheduled to calculate the Index Closing Level on any Scheduled Trading Day.

3. **Market Disruption**

“Market Disruption Event” means:

- (a) in respect of an Index other than a Multi-Exchange Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time or (iii) an Early Closure; or
- (b) in respect of an Index which is a Multi-Exchange Index either:
 - (i) (A) the occurrence or existence, in respect of any Component Security, of:

- I. a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - II. an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
 - III. an Early Closure; and
- (B) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, comprises 20 per cent. or more of the level of the Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of (A) a Trading Disruption, (B) an Exchange Disruption which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a security included in the Index or such Component Security at any time, then the relevant percentage contribution of that security or Component Security, as the case may be, to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that security or Component Security, as the case may be, and (ii) the overall level of the Index, in each case either (a) except where the Index is not a Multi-Exchange Index, immediately before the occurrence of such Market Disruption Event or

- (c) where that Index is a Multi-Exchange Index, using the official opening weightings as published by the Index Sponsor as part of the market “opening data”.

4. **Adjustments and Corrections to an Index**

- (a) **Successor Index Sponsor Calculates and Reports an Index**

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the “**Successor Index Sponsor**”) acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Index.

- (b) **Modification and Cessation of Calculation of an Index**

If in the determination of the Calculation Agent (i) on or prior to a Valuation Date, an Observation Date or an Averaging Date the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the

event of changes in constituent stock and capitalisation or contracts or other reference assets or bases and other routine events) (an “**Index Modification**”), (ii) the relevant Index Sponsor permanently cancels a relevant Index and no Successor Index exists (an “**Index Cancellation**”), or (iii) on a Valuation Date, an Observation Date or an Averaging Date the Index Sponsor or, if applicable, the Successor Index Sponsor fails to calculate and announce a relevant Index (an “**Index Disruption**” and, together with an Index Modification and an Index Calculation, each an “**Index Adjustment Event**”), then the Issuer may take the action described in (A) or (B) below:

- (i) require the Calculation Agent to determine if such Index Adjustment Event has a material effect on the Index Linked Relevant Instruments and, if so, make such adjustments to the terms and conditions of the Relevant Instruments as it deems appropriate to account for the Index Adjustment Event including, without limitation, calculating the relevant level or price for the Index using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, Observation Date or Averaging Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (ii)
 - (x) in the case of the Relevant Notes on giving notice to the Noteholders in accordance with Note Condition 16 or Fiduciary Note Condition 18, as applicable, redeem all (but not some only) of the Relevant Notes.
 - (y) in the case of Securities, on giving notice to the Securityholders in accordance with Security Condition 18 or Fiduciary Security Condition 20, as applicable, cancel all, but not some only of the Relevant Securities.

Upon the occurrence of an Index Adjustment Event, the Issuer shall give notice as soon as reasonably practicable to the holders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable, giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action. The Issuer shall make available for inspection by Noteholders or Securityholders (as applicable) copies of any such determinations.

(c) Corrections to an Index

If the level of a relevant Index published on any Valuation Date, Observation Date or Averaging Date, as the case may be, by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor and which is utilised for any calculation or determination made for the purposes of the Index Linked Relevant Instruments (a “**Relevant Calculation**”) is subsequently corrected and the correction (the “**Corrected Index Level**”) published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor no later than two Business Days prior to the date of payment of any amount to be calculated by reference to the Relevant Calculation then such Corrected Index Level shall be deemed to be the relevant level for such Index on such Averaging Date, Observation Date or Valuation Date, as the case may be, and the Calculation Agent shall use such Corrected Index Level in determining the relevant level or price.

For the avoidance of doubt, where an event or circumstance may constitute an Index Adjustment Event and a Disrupted Day, then for the purposes of a series of Relevant Instruments, the Calculation Agent may elect to identify such event as either a Index Adjustment Event or a Disrupted Day as it deems appropriate.

5. **Additional Disruption Events**

- (a) **“Additional Disruption Event”** means any of Change of Law, Exchange Traded Contract Event, FX Disruption, Hedging Disruption and/or Increased Cost of Hedging, in each case if specified in the applicable Issue Terms.

“Affiliate” means in relation to any entity (the **“First Entity”**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity.

“Change in Law” means that, on or after the Trade Date (as specified in the applicable Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant security comprised in an Index or (B) the Issuer will incur a materially increased cost in performing its obligations in relation to the Index Linked Relevant Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

“Exchange Traded Contract Event” means, in relation to an Index, (i) the official settlement price of any Exchange Traded Contract does not reflect the Index Level or Index Closing Level in a way that is necessary or desirable for the purposes of the Issuer and/or any of its Affiliates hedging the Issuer’s exposure under the Index Linked Relevant Instruments; (ii) the official settlement price of any relevant Exchange Traded Contract is unavailable for any reason or is amended or corrected; (iii) the terms of any Exchange Traded Contract are changed or modified in any way; and/or (iv) any Valuation Date, Averaging Date or any other date for valuation of an Index in respect of the Index Linked Relevant Instruments is not a day on which an official settlement price is published in respect of any relevant Exchange Traded Contract.

“Exchange Traded Contract” means, in relation to any Index, any futures or options contract(s) relating to that Index as selected by the Calculation Agent from time to time.

“FX Disruption” means the occurrence or existence of any event or circumstance, as determined by the Calculation Agent in its sole and absolute discretion, with respect to any currency in which any of the securities comprising an Index is traded, quoted or settled (each an **“Event Currency”**) that has the effect of preventing or delaying the Issuer and/or any of its Affiliates or agents directly or indirectly from: (i) converting the Event Currency into the Specified Currency through customary legal channels; (ii) converting the Event Currency into the Specified Currency at a rate at least as favourable as the rate for domestic institutions located in the Event Currency jurisdiction; (iii) delivering the Specified Currency from accounts inside the Event Currency jurisdiction to accounts outside the Event Currency jurisdiction; (iv)

delivering the Event Currency between accounts inside the Event Currency jurisdiction or to an entity that is a non-resident of the Event Currency jurisdiction; or (v) effectively realising in the Specified Currency the value of any hedging arrangement in respect of the Index Linked Relevant Instruments at any time.

“Hedging Disruption” means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Index Linked Relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“Increased Cost of Hedging” means that the Issuer and/or any of its Affiliates or agents acting on its behalf would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Index Linked Relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents shall not be deemed an Increased Cost of Hedging.

- (b) If Additional Disruption Events are specified as applicable in the applicable Issue Terms, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Terms and Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) give notice to Holders in accordance with Condition 16 or Condition 17, as applicable, and (A) in the case of Relevant Notes, redeem all, but not some only, of the Relevant Notes, each nominal amount of Relevant Notes equal to the Calculation Amount; or (B) in the case of Securities, cancel all, but not some only of the Relevant Securities.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto Provided That any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

6. Index Disclaimer

The Index Linked Relevant Instruments are not sponsored, endorsed, sold or promoted by any Index or any Index Sponsor and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of

purchasing or assuming any risk in connection with the Index Linked Relevant Instruments. The Issuer shall have no liability to the Holders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date specified in the applicable Issue Terms, neither the Issuer nor its Affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Indices from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, Relevant Warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.

ANNEX 7

ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED RELEVANT INSTRUMENTS

1. Interpretation

The terms and conditions applicable to Fund Linked Notes shall comprise the terms and conditions of the Notes (the "**Note Conditions**") and the Additional Terms and Conditions for Fund Linked Relevant Instruments set out below (the "**Fund Linked Conditions**"), in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Fund Linked Fiduciary Notes shall comprise the terms and conditions of the Fiduciary Notes (the "**Fiduciary Note Conditions**") and the Fund Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Fund Linked Securities shall comprise the terms and conditions of the Certificates and Warrants (the "**Security Conditions**") and the Fund Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms. The terms and conditions applicable to Fund Linked Fiduciary Securities shall comprise the terms and conditions of the Fiduciary Certificates and Fiduciary Warrants (the "**Fiduciary Security Conditions**") and the Fund Linked Conditions, in each case subject to completion and/or amendment in the applicable Issue Terms.

In the event of any inconsistency between the Note Conditions in the case of Notes, the Fiduciary Note Conditions in the case of Fiduciary Notes, the Securities Conditions in the case of Securities or the Fiduciary Securities Conditions in the case of Fiduciary Securities and the Fund Linked Conditions, the Fund Linked Conditions shall prevail. In the event of any inconsistency between (i) the Note Conditions, the Fiduciary Note Conditions, the Securities Conditions or the Fiduciary Securities Conditions and/or the Fund Linked Conditions and (ii) the applicable Issue Terms, the applicable Issue Terms shall prevail. References in the Fund Linked Conditions to "Relevant Instrument(s)" and shall be deemed to be references to "Note(s)", "Fiduciary Note(s)", "Security(ies)" and/or "Fiduciary Securities" as the context admits.

2. General Definitions

"**Averaging Date**" means, in respect of an Actual Exercise Date, each date specified as an Averaging Date in the applicable Issue Terms.

"**Fund**" means, subject to adjustment in accordance with these Fund Linked Security Conditions, each fund specified in the applicable Issue Terms and related expressions shall be construed accordingly.

"**Fund Administrator**" means the fund administrator, manager, or similar person with the

primary administrative responsibilities for a Fund according to the relevant Fund Documents.

"**Fund Adviser**" means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser).

“Fund Documents” means the constitutive and governing documents, subscription agreements and other agreements of a Fund specifying the terms and conditions relating to the related Fund Interest, as amended from time to time.

“Fund Interest” means, subject to adjustment in accordance with these Fund Linked Conditions, each fund interest specified in the applicable Issue Terms and related expressions shall be construed accordingly.

“Fund Service Provider” means any person who is appointed to provide services, directly or indirectly, to a Fund, whether or not specified in the relevant Fund Documents, including without limitation any Fund Administrator, Fund Adviser, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, registrar and transfer agent or domiciliary agent.

“Fund Valuation Date” means a date as of which a Fund (or its Fund Service Provider that generally determines such value) determines the value of the related Fund Interest.

“Scheduled Fund Redemption Valuation Date” means the date as of which a Fund (or its Fund Service Provider that generally determine such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of the related Fund Interest for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

“Scheduled Fund Valuation Date” means, in respect of a Fund Interest, a date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of the related Fund Interest or, if the Fund only reports its aggregate net asset value, the date as of which such Fund is scheduled to determine its aggregate net asset value.

3. **Fund Events**

“Fund Event” means the occurrence of each of an Additional Fund Disruption Event, a Fund Disruption Event and/or a Fund Extraordinary Event as determined by the Calculation Agent.

(a) **“Additional Fund Disruption Event”** means each of Change in Law, Fund Hedging Disruption or Increased Cost of Hedging.

“Change in Law” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer or any of its Affiliates or agents acting on its behalf determines in good faith that (x) it has become illegal to hold, acquire or dispose of any Fund Interests, or (y)

the Issuer will incur a materially increased cost in performing its obligations under the Fund Linked Relevant Instruments (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“Fund Hedging Disruption” means that the Issuer or any of its Affiliates or agents is unable, or it is impractical for the Issuer or any of its Affiliates or agents, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Relevant Instruments, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (x) any restrictions or increase in charges or fees imposed by a Fund on an investor’s ability to redeem the related Fund Interest, in whole or in part, or any existing or new investor’s ability to make new or additional investments in such Fund Interest, or (y) any mandatory redemption, in whole or in part, of a Fund Interest imposed by the related Fund (in each case other than any restriction in existence on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date).

“Increased Cost of Hedging” means that the Issuer or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Relevant Instruments, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging.

- (b) **“Fund Disruption Event”** means at any time the occurrence or continuance of any of the following events, as determined by the Calculation Agent in its sole and absolute discretion, if the Calculation Agent determines any such event is material:
- (i) Fund Valuation Disruption: **“Fund Valuation Disruption”** means (x) the failure of a Scheduled Fund Redemption Valuation Date in respect of a Fund Interest to be a Fund Redemption Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Redemption Valuation Date, or (y) the failure of a Scheduled Fund Valuation Date in respect of a Fund Interest to be a Fund Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Valuation Date;
 - (ii) Fund Settlement Disruption: **“Fund Settlement Disruption”** means a failure by a Fund on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any Fund Interest scheduled to have been paid on or by such day according to the

relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests).

- (c) **“Fund Extraordinary Event”** means each of the following events:
- (i) Nationalisation: **“Nationalisation”** means that all the Fund Interests or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
 - (ii) Insolvency: **“Insolvency”** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (x) all the Fund Interests of that Fund are required to be transferred to a security trustee (if applicable), liquidator or other similar official or (y) holders of the Fund Interests of that Fund become legally prohibited from transferring or redeeming them;
 - (iii) Fund Insolvency Event: **“Fund Insolvency Event”** means a Fund or relevant Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C) (x) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (y) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (x) above and either (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, security trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (F) causes or is subject to any event with respect to it which, under the

applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (E) and (F) above;

- (iv) NAV Trigger Event: “**NAV Trigger Event**” means that (x) the aggregate net asset value of a Fund has decreased by an amount equal to or greater than 30 per cent. since the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or (y) a Fund has violated any leverage restriction that is applicable to, or affecting, it or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the relevant Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
- (v) Adviser Resignation Event: “**Adviser Resignation Event**” means the resignation, termination of appointment, or replacement of a Fund’s Fund Adviser;
- (vi) Fund Modification: “**Fund Modification**” means any change or modification of the relevant Fund Documents that could reasonably be expected to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or the imposition of any fees or charges in relation to redemptions, subscriptions or transfers of Fund Interests;
- (vii) Strategy Breach: “**Strategy Breach**” means any breach or violation of any strategy or investment guidelines stated in the relevant Fund Documents that is reasonably likely to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent); or any change of the nature of a Fund, including but not limited to the type of investments, the duration, the credit risk and diversification of the investments to which that Fund is exposed, which, in the opinion of the Calculation Agent, results in a material deterioration of the risk profile of that Fund;
- (viii) Regulatory Action: “**Regulatory Action**” means (x) the cancellation, suspension or revocation of the registration or approval of a Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund, (y) any change in the legal, tax, accounting, or regulatory treatments of a Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of the related Fund Interest or on any investor therein (as determined by the Calculation Agent), or (z) a Fund or any of its Fund Administrator or Fund Adviser becoming subject to investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund, Fund Administrator or Fund Adviser;

- (ix) Reporting Disruption: “**Reporting Disruption**” means (x) occurrence of any event affecting a Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest in respect of a Scheduled Fund Valuation Date or a Scheduled Fund Redemption Valuation Date, and such event continues for at least two consecutive Scheduled Fund Valuation Dates or Scheduled Fund Redemption Valuation Dates, as the case may be; (y) any failure of a Fund to deliver, or cause to be delivered, (A) information that such Fund has agreed to deliver, or cause to be delivered to the Calculation Agent, including, but not limited to, information to determine the occurrence of a Fund Event and the annual audited financial report and semi-annual financial report, if any, in relation to the related Fund Interests, or (B) information that has been previously delivered to the Calculation Agent, in accordance with such Fund’s, or its authorised representative’s, normal practice and that the Calculation Agent deems necessary to monitor such Fund’s compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the related Fund Interests;
- (x) Fund Service Provider Cessation: “**Fund Service Provider Cessation**” means that one or more Fund Service Provider(s) in respect of a Fund ceases to provide the service as outlined in the relevant Fund Documents prevailing on the Trade Date or, where the related Fund Interest is a Replacement Fund Interest, the relevant replacement date, and any such Fund Service Provider is not immediately replaced by another service provider acceptable to the Calculation Agent;
- (xi) Fund Administrator Disruption: “**Fund Administrator Disruption**” means any event or circumstances compromising the independence of a Fund Administrator performing services for a Fund from the relevant Fund Adviser; or
- (xii) Related Agreement Termination: “**Related Agreement Termination**” means a Fund or any of its Fund Administrator or Fund Adviser is in breach of or has terminated any existing agreement with the Calculation Agent in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing.

Following the occurrence of a Fund Event, the Issuer may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to make such determinations and/or adjustments to the Terms and Conditions and/or the applicable Issue Terms as it determines appropriate to account for the Fund Event, which may include, without limitation, delaying any determination until it determines that no Fund Event exists; or
- (ii) (A) in the case of Relevant Notes on giving notice to the Noteholders in accordance with Note Condition 16 or Fiduciary Note Condition 18, as applicable, redeem all (but not some only) of the Relevant Notes; or

- (B) in the case of Securities, on giving notice to the Securityholders in accordance with Security Condition 18 or Fiduciary Security Condition 20, as applicable, and cancel all, but not some only of the Relevant Securities.

If the Calculation Agent replaces an Affected Fund Interest with a Replacement Fund Interest, such replacement shall take effect on the first reasonably practicable date following the Removal Date for such Affected Fund Interest on which the Calculation Agent determines that a Hypothetical Investor could acquire the Replacement Fund Interest.

Upon the occurrence of a Fund Event, the Issuer shall give notice as soon as reasonably practicable to the Relevant Instrumentholders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable, giving details of the action proposed to be taken in relation thereto, Provided That any failure to give, or non-receipt of, such notice will not affect the validity of such action.

4. **Fund Potential Adjustment Events**

“Fund Potential Adjustment Event” means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Fund Interests or a free distribution or dividend of any such Fund Interests to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of relevant Fund Interests of (A) such Fund Interests or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the related Fund equally or proportionately with such payments to holders of such Fund Interests or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the related Fund as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or Relevant Warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a repurchase by a Fund of relevant Fund Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise other than where such repurchase is a redemption of Fund Interests initiated by an investor in such Fund Interests and consistent with the relevant Fund Documents; or
- (e) any other event that may have, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of relevant Fund Interests.

Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interest and, if so, will make the corresponding adjustment, if any, to any one or

more of any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion, determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Issuer shall give notice as soon as reasonably practicable to the Relevant Instrumentholders in accordance with Note Condition 16, Fiduciary Note Condition 18, Security Condition 18 or Fiduciary Security Condition 20, as applicable, stating the adjustment to any of the terms of the Terms and Conditions, and/or the applicable Issue Terms and giving brief details of the Fund Potential Adjustment Event, provided that any failure to give, or non receipt of, such notice will not affect the validity of any such adjustment.

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