

**EXECUTION VERSION**

**TRUST DEED**

**18 JANUARY 2023**

**QUILTER PLC**  
as Issuer

and

**CITICORP TRUSTEE COMPANY LIMITED**  
as Trustee

constituting  
Quilter plc's  
**£200,000,000 8.625 per cent. Fixed Rate Reset Subordinated Notes due April 2033**

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS TRUST DEED** is made on 18 January 2023

**BETWEEN:**

- (1) **QUILTER PLC**, a company incorporated with limited liability in England and Wales with company number 06404270 and whose registered office is at Senator House, 85 Queen Victoria Street, London EC4V 4AB (the **Issuer**); and
- (2) **CITICORP TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales with company number 00235914 and whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the **Trustee**, which expression, where the context so admits, includes its successors or any other trustee for the time being of this Trust Deed).

**WHEREAS:**

- (A) By resolution of the Board of Directors of the Issuer passed on 6 January 2023, the Issuer has authorised the issue of £200,000,000 8.625 per cent. Fixed Rate Reset Subordinated Notes due April 2033 to be constituted by this Trust Deed.
- (B) The Trustee has agreed to act as trustee of this Trust Deed for the benefit of the Noteholders upon and subject to the following terms and conditions.

**This Deed witnesses and it is declared** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

The following expressions have the following meanings:

**Agency Agreement** means the agreement referred to as such in the Conditions, as amended and/or restated and/or supplemented from time to time, and includes any other agreements approved in writing by the Trustee appointing Successor Agents or amending and/or restating and/or supplementing any such agreements;

**Agents** means the Principal Paying Agent, the Registrar, the Paying Agents, the Agent Bank and the Transfer Agents or any of them and shall include such other Agent or Agents as may be appointed from time to time hereunder and references to Agents are to them acting solely through their specified offices;

**Agent Bank** has the meaning given to it in the Agency Agreement;

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

**Applicable Law** means any law or regulation;

**Auditors** means the auditors for the time being of the Issuer or, in the event of them being unable or unwilling to carry out any action requested of them, such other firm of chartered accountants in the United Kingdom as may be nominated by the Issuer and notified to the Trustee;

**Authorised Signatory** means any Director of the Issuer or any other person or persons duly authorised by the Issuer as specified in a certificate provided to the Trustee and signed by two Directors of the Issuer from time to time and the Trustee shall be entitled to assume that the persons specified in the

most recent certificate received by it are and continue to be Authorised Signatories, until notified to the contrary by the Issuer;

**Authority** means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction;

**Certificate** means a certificate representing one or more Notes and, save as provided in the Conditions, comprising the entire holding by a Noteholder of his Notes and, save in the case of the Global Certificate, being substantially in the form set out in Part 2 of Schedule 1;

**Clearstream, Luxembourg** means Clearstream Banking, S.A.;

**Conditions** means the terms and conditions applicable to the Notes which shall be substantially in the form set out in Schedule 2, as modified, with respect to any Notes represented by the Global Certificate, by the provisions of the Global Certificate and shall be endorsed on the relevant Certificate and any reference to a particularly numbered Condition shall be construed accordingly;

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

**Event of Default** means an event described in Condition 10(a);

**Extraordinary Resolution** has the meaning given in Schedule 3;

**FSMA** means the Financial Services and Markets Act 2000;

**Global Certificate** means the Certificate substantially in the form set out in Part 1 of Schedule 1 representing Notes that are registered in the name of a nominee for Euroclear, Clearstream, Luxembourg and/or any other Alternative Clearing System;

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

the **London Stock Exchange** means the London Stock Exchange plc;

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

**Notes** means the £200,000,000 8.625 per cent. Fixed Rate Reset Subordinated Notes due April 2033 of the Issuer which expression shall, if the context so permits, include the Global Certificate representing the Notes;

**Official List** has the meaning set out in Section 103 of FSMA;

**outstanding** means, in relation to the Notes, all the Notes issued except (a) those which have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to (but excluding)

the date for such redemption and any interest payable under the Conditions after such date) have been duly paid to the Trustee or to the Principal Paying Agent as provided in Clause 2 and remain available for payment in accordance with the Conditions, (c) those which have become prescribed pursuant to the Conditions, (d) those which have been purchased and cancelled as provided in the Conditions, (e) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes, (f) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued and (g) the Global Certificate to the extent that it shall have been exchanged for Certificates pursuant to its provisions; provided that for the purposes of (i) ascertaining the right to attend and vote at any meeting of the Noteholders, (ii) the determination of how many Notes are outstanding for the purposes of Conditions 10 and 11 and Schedule 3 and (iii) the exercise of any discretion, power or authority which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders, those Notes which are beneficially held by or on behalf of the Issuer or any of its Subsidiaries and not cancelled shall (unless no longer so held) be deemed not to remain outstanding;

**Paying Agents** means the Paying Agents appointed under the Agency Agreement;

**Potential Event of Default** means an event or circumstance which would with the lapse of time become an Event of Default;

**Principal Paying Agent** means the institution named as such in the Conditions acting through its specified office, or any Successor Principal Paying Agent;

**Registrar** means the institution named as such in the Conditions acting through its specified office, or any Successor Registrar;

**Senior Claims** means the claims of all Senior Creditors of the Issuer;

**Shortfall** means, in the event that notwithstanding the subordination effected by Clause 6.2 below any amounts (**Paid Amounts**) are paid to the Trustee in the winding-up of the Issuer in respect of the claims of Noteholders without all the Senior Claims being paid or provided for in full, the sum by which the amount paid or provided for by any liquidator or, as the case may be, administrator in the winding-up of the Issuer in respect of the Senior Claims, excluding Paid Amounts, is less than the amount of the Senior Claims;

**specified office** means, in relation to an Agent, the office identified with its name at the end of the Conditions or any other office approved by the Trustee and notified to Noteholders pursuant to Clause 7(1);

**Subordinated Indebtedness** means the aggregate of:

- (a) the indebtedness of the Issuer under the Notes;
- (b) all Pari Passu Securities; and
- (c) all Junior Securities,

including, without limiting the generality of the foregoing, all contingent and prospective claims, and all claims to interest thereon or in respect thereof;

**Successor** means, in relation to any Agent, such other or further person as may from time to time be appointed pursuant to the Agency Agreement in each of those capacities;

**these presents** means this Trust Deed and the Schedules and any trust deed supplemental hereto and the Schedules (if any) thereto and the Notes and the Conditions, all as from time to time amended and/or restated and/or supplemented in accordance with the provisions herein or therein contained;

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

**Tier 2 Capital** has the meaning given to it in Condition 17;

**Transfer Agents** means the Transfer Agents appointed under the Agency Agreement;

**trust corporation** means a trust corporation (as defined in the Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees; and

**Trustee Acts** means the Trustee Act 1925 and the Trustee Act 2000.

## 1.2 Construction of Certain References

References to:

- (a) costs, charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof
- (b) **pounds sterling** and **£** are to the lawful currency for the time being of the United Kingdom;
- (c) an action, remedy or method of judicial proceedings for the enforcement of creditors' rights includes references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate thereto;
- (d) a Schedule or a Clause, sub-clause, paragraph or sub-paragraph is, unless otherwise stated, to a schedule hereto or a clause, sub-clause, paragraph or sub-paragraph hereof respectively;
- (e) **set-off** include rights of retention, rights of compensation and rights to balance accounts on insolvency; and
- (f) Notes being **listed** or **having a listing** shall, in relation to the London Stock Exchange, be construed to mean that such Notes have been admitted to the Official List by the UK Financial Conduct Authority and to trading on the London Stock Exchange's main market for listed securities and all references in this Trust Deed to **listing** or **listed** shall include references to **quotation** and **quoted**, respectively.

## 1.3 Headings

Headings shall be ignored in construing this Trust Deed.

## 1.4 Schedules

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

## **1.5 The Conditions**

In this Trust Deed, unless the context requires or the same are otherwise defined, words and expressions defined in the Conditions and not otherwise defined herein shall have the same meaning in this Trust Deed.

## **1.6 Amended Documents**

Save where the contrary is indicated, any reference in this Trust Deed to any other agreement or document shall be construed as a reference to such other agreement or document as the same may have been, or may from time to time be, amended, restated, varied, novated or supplemented.

## **1.7 Clearing Systems**

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include a reference to any additional or Alternative Clearing System approved by the Trustee.

## **1.8 General**

- (a) Words denoting the singular number only shall include the plural number also and vice versa;
- (b) Words denoting one gender only shall include the other gender;
- (c) Words denoting persons only shall include firms and corporations and vice versa;
- (d) All references in this Trust Deed to principal and/or interest in respect of the Notes shall be deemed to include a reference to any additional amounts which may be payable under Condition 8 and references in this Trust Deed to interest in respect of the Notes shall, where the context requires, include Arrears of Interest; and
- (e) All references in this Trust Deed to any provision of any statute or directive shall (unless otherwise stated) be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

## **2. AMOUNT OF THE NOTES AND COVENANT TO PAY**

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

The aggregate principal amount of the Notes is limited to £200,000,000.

### **2.2 Covenant to Pay**

The Issuer will (subject, where applicable, to Clause 5 and the Conditions) on any date when any Notes become due to be redeemed unconditionally pay or procure to be paid to or to the order of the Trustee in London in sterling in immediately available funds the principal amount of the Notes becoming due for redemption on that date together with any other amounts due and payable on redemption and will (subject to the Conditions, and, where applicable, Clause 5) in the meantime and until such payment (both before and after judgment) unconditionally pay or procure to be paid to or to the order of the Trustee interest on the principal amount of the Notes outstanding at the rates calculated from time to time in accordance with Condition 4 and as set out in the Conditions provided that:

- (a) subject to the provisions of Clause 2.4, payment of any sum due in respect of the Notes made to the Principal Paying Agent as provided in the Agency Agreement shall, to that extent, satisfy such obligation; and

- (b) a payment made after the due date or pursuant to Condition 10 will be deemed to have been made when the full amount due has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Noteholders (if required under Clause 7(h)),

in each case, except to the extent that there is failure in its subsequent payment to the relevant Noteholders under the Conditions. The Trustee will hold the benefit of this covenant on trust for itself and the Noteholders in accordance with these presents.

### **2.3 Discharge**

Subject to Clause 2.4, any payment to be made in respect of the Notes by the Issuer, or the Trustee may be made as provided in the Conditions and by these presents and any payment so made will (subject to Clause 2.4) to that extent be a good discharge to the Issuer, or the Trustee, as the case may be.

### **2.4 Trustee's requirements regarding Paying Agents etc.**

At any time after an Event of Default or a Potential Event of Default has occurred or the Trustee shall have received any money which it proposes to pay under Clause 6 or the Notes shall otherwise have become due and payable to the relevant Noteholders, the Trustee may:

- (a) by notice in writing to the Issuer and the Agents, require the Agents, until notified by the Trustee to the contrary, so far as permitted by applicable law:
  - (i) to act thereafter, until otherwise instructed by the Trustee, as Agents of the Trustee under the provisions of this Trust Deed on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Agents shall be limited to amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Notes on the terms of this Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Notes and all moneys, documents and records held by them in respect of Notes on behalf of the Trustee; and/or
  - (ii) to deliver up all Notes and all moneys, documents and records held by them in respect of Notes to the Trustee or as the Trustee shall direct in such notice *provided that* such notice shall be deemed not to apply to any document or record which the relevant Agent is obliged not to release by any law or regulation; and
- (b) by notice in writing to the Issuer, require it to make all subsequent payments in respect of the Notes to or to the order of the Trustee and not to the Principal Paying Agent with effect from the issue of any such notice to the Issuer; and from then until such notice is withdrawn, the proviso at Clause 2.2(a) above shall cease to have effect.

### **2.5 Covenant of Compliance**

The Issuer hereby covenants with the Trustee that it will comply with and perform and observe all the provisions of this Trust Deed and the Agency Agreement which are expressed to be binding on it. The Notes shall be held subject to the provisions contained in these presents, the Conditions and the Agency Agreement, all of which shall be binding on the Issuer, the Noteholders and all persons claiming through or under them. The Trustee shall be entitled to enforce the obligations of the Issuer under the Notes and the Conditions as if the same were set out and contained in this Trust Deed, which shall be read and construed as one document with the Notes. The provisions contained in Schedule 2 shall

have effect in the same manner as if herein set forth. The Trustee shall hold the benefit of this covenant upon trust for itself and the Noteholders according to its and their respective interests.

### **3. FORM OF THE NOTES**

#### **3.1 The Global Certificate**

The Notes will initially be represented by the Global Certificate in registered form in the principal amount of £200,000,000 which shall be deposited with a depository common to both Euroclear and Clearstream, Luxembourg. The Global Certificate shall be registered in the name of the depository or its nominee. The Global Certificate will be exchangeable for Certificates as set out in the Global Certificate.

#### **3.2 Form of Certificates**

The Certificates, if issued, will be printed in accordance with applicable legal and stock exchange requirements and will be substantially in the form set out in Schedule 1 and endorsed with the Conditions.

#### **3.3 Signature**

The Certificates shall be signed manually or in facsimile by an Authorised Signatory and authenticated manually, electronically or in facsimile by or on behalf of the Registrar. The Issuer may use the signature of a person who at the date of this Trust Deed is such an Authorised Signatory even if at the time of issue of any Notes he may have ceased for any reason to be an Authorised Signatory. Notes represented by Certificates (including the Global Certificate) so executed and authenticated will be binding and valid obligations of the Issuer.

#### **3.4 Entitlement to treat holder as owner**

The Issuer, the Trustee and any Agent may deem and treat the holder of any Note as the absolute owner of such Note, free of any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Note without the need for any further investigation (whether or not such Note shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, any notice of loss or theft thereof or any writing thereon) for all purposes save as otherwise herein provided in relation to any Global Certificate and, except as ordered by a court of competent jurisdiction or as required by applicable law, the Issuer, the Trustee and any Agent shall not be affected by any notice to the contrary. All payments made to any such holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the moneys payable upon the Notes.

### **4. STAMP DUTIES**

The Issuer will pay any stamp, issue, registration, documentary and other fees, duties or taxes (if any), including interest and penalties (other than interest or penalties arising as a result of the failure by any person other than the Issuer to account promptly to any relevant authority for any such duties or taxes), payable on or in connection with (i) the execution and delivery of this Trust Deed and the Agency Agreement, (ii) the constitution and original issue of the Notes and (iii) any action taken by or on behalf of the Trustee or (where permitted under these presents so to do) any Noteholder to enforce or to resolve any doubt concerning, or for any other purpose in relation to, this Trust Deed and the Agency Agreement.

## 5. STATUS AND SUBORDINATION OF THE NOTES

The rights and claims of the Noteholders are subordinated as set out below.

### 5.1 General

In the event of the winding-up of the Issuer (except, in any such case, a solvent winding-up solely for the purposes of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reconstruction, amalgamation or substitution (i) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (ii) do not provide that the Notes shall thereby become payable) or the appointment of an administrator of the Issuer where the administrator has given notice that it intends to declare and distribute a dividend, the payment obligations of the Issuer under or arising from the Notes and this Trust Deed (other than those obligations to the Trustee in its personal capacity), including any Arrears of Interest and any damages awarded for breach of any obligations in respect of the Notes, shall be subordinated to all Senior Claims in the manner provided in Clause 6.2 below, but shall rank (a) at least *pari passu* with all other *Pari Passu* Securities; and (b) shall rank in priority to the claims of holders of Junior Securities.

### 5.2 Solvency Condition

Without prejudice to Clause 5.1 above, all payments (including, without limitation, any payments in respect of damages awarded for breach of any obligations) under or arising from the Notes and the Trust Deed (other than payments made to the Trustee in its personal capacity under this Trust Deed) shall be conditional upon the Issuer being solvent (within the meaning of Condition 3(b)) at the time for payment by the Issuer, and no amount shall be payable under or arising from the Notes and the Trust Deed (other than payments made to the Trustee in its personal capacity under this Trust Deed) unless and until such time as the Issuer could make such payment and still be solvent immediately thereafter (the **Solvency Condition**).

In a winding-up of the Issuer or in an administration of the Issuer if the administrator has given notice of his intention to declare and distribute a dividend, the amount payable in respect of the Notes shall be as set out in Clause 6.2 below.

### 5.3 Set-off, etc

Subject to applicable law, no Noteholder may exercise, claim or plead any right of set-off, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Notes or this Trust Deed and each Noteholder and the Trustee, on behalf of each Noteholder, shall, by virtue of being the holder of any Note, be deemed to have waived all such rights of set-off, counterclaim, compensation or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Noteholder by the Issuer is discharged by set-off, such Noteholder shall, unless such payment is prohibited by applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its winding-up or administration, the liquidator or administrator, as appropriate, of the Issuer for payment to the Senior Creditors in respect of amounts owing to them by the Issuer, and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer, or the liquidator or administrator, as appropriate, of the Issuer (as the case may be), for payment to the Senior Creditors in respect of amounts owing to them by the Issuer and, accordingly, any such discharge shall be deemed not to have taken place.

### 5.4 Solvency certifications

- (a) The Issuer shall procure that:

- (i) not more than 14 days and not less than one day prior to each date on which any payment in respect of the Notes is proposed to be made by the Issuer;
- (ii) not more than 14 days and not less than one day prior to the date on which any Note is to be purchased beneficially by or for the account of the Issuer or any of its Subsidiaries under Condition 6(h);
- (iii) not more than 14 days and not less than one day prior to the date on which any substitution or variation of the Notes is proposed to be effected by the Issuer pursuant to Condition 6(c), 6(e) or 6(f); and
- (iv) not more than 14 days and not less than one day prior to the date on which any redemption of the Notes is proposed to be effected by the Issuer pursuant to Condition 6(d) or 6(g),

two Authorised Signatories or (if the Issuer is winding-up or in administration) two directors or authorised signatories of the liquidator or, as the case may be, the administrator of the Issuer shall certify in writing to the Trustee as to:

- (A) save where sub paragraph (B) applies, whether and to what extent the Issuer would be able to make such payment, purchase, substitution or variation (as applicable) and be solvent immediately thereafter for the purposes of the provisions of this Clause 5; or
- (B) where the Issuer is in winding-up or in administration and the administrator has given notice that it intends to declare and distribute a dividend, whether the Issuer is able to pay, or has paid, Senior Claims in full.

- (b) In the absence of manifest error any certification referred to above in this Clause 5.4 shall be treated and accepted by the Issuer, the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence that the Issuer is solvent (or not solvent) (within the meaning of Condition 3(b)) or, as applicable, that the Issuer is able (or unable) to pay, or has paid, the Senior Claims in full and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person.
- (c) In addition, the Trustee shall be entitled to accept any such certificate as conclusive evidence of satisfaction (or non-satisfaction) of the Solvency Condition and the Trustee shall be entitled to rely on such certificate without further investigation and shall not be liable to any person by reason of having accepted as valid or acting upon any such certificate.
- (d) In the absence of any such certificate to the contrary and without prejudice to the preceding provisions of this Clause 5.4, it shall for the purposes hereof be assumed (unless the contrary is proved prior to the date of payment) that the Issuer is and will after any payment hereunder be solvent (within the meaning of Condition 3(b)) for such purposes.

## **5.5 References to include principal and interest**

The foregoing provisions of this Clause 5 and Condition 3 apply only to the principal, interest and other amounts under or arising from the Notes and nothing in this Clause shall affect or prejudice the payment of the costs, charges, expenses or liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof and in such capacity the Trustee shall rank as an unsubordinated creditor of the Issuer.

## **5.6 Subordination not to affect other rights**

Nothing contained in this Trust Deed shall in any way restrict the right of the Issuer to issue notes, bonds or other securities, or to give any guarantee of any nature, ranking in priority to or *pari passu* with or junior to the Notes and, if in the opinion of the Issuer any modification to the provisions of this Clause 5 to permit such ranking is necessary or expedient, the Trustee is hereby authorised without the consent of any Noteholder at the request of the Issuer to concur with the Issuer in executing a supplemental trust deed effecting such modification and the Trustee shall have no liability by reason of acting on such a request. The subordination of the claims of the Trustee (on behalf of the Noteholders) and the Noteholders shall not affect any liability of the Issuer to the Trustee in its personal capacity and in such capacity the Trustee shall rank as a Senior Creditor of the Issuer.

## **6. APPLICATION OF MONEYS RECEIVED BY THE TRUSTEE**

### **6.1 Declaration of Trust**

Subject to Clause 6.2, all moneys received by the Trustee in respect of the Notes or amounts payable under this Trust Deed will, despite any appropriation of all or part of them by the Issuer, (including any moneys which represent principal or interest in respect of Notes which have become void under the Conditions) be held by the Trustee on trust to apply them (subject to Clauses 5.2, 6.2 and 6.3):

- (a) first, in payment or satisfaction those fees and Liabilities incurred by the Trustee in the preparation and execution of the trusts of this Trust Deed (including remuneration of the Trustee) and any of its Appointees;
- (b) secondly, in payment of all fees, and Liabilities incurred by or payable to the Agents in carrying out their respective functions under the Agency Agreement;
- (c) thirdly, in payment of any amounts owing in respect of the Notes *pari passu* and rateably; and
- (d) fourthly, in payment of any balance to the Issuer for itself.

Without prejudice to the other provisions of this Clause 6.1, if the Trustee holds any moneys which represent principal or interest in respect of Notes which have become prescribed under Condition 9, the Trustee shall (subject to no sums being then due to the Trustee in respect of any Notes and subject to the payment or satisfaction of the fees and Liabilities referred to in Clause 6.1(a)) pay the same to the Issuer.

### **6.2 Subordination on a winding-up**

- (a) In the event of a winding-up of the Issuer (except, in any such case, a solvent winding-up solely for the purposes of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reconstruction, amalgamation or substitution (i) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (ii) do not provide that the Notes shall thereby become payable) or the appointment of an administrator of the Issuer where the administrator has given notice that it intends to declare and distribute a dividend:
  - (i) the claims of the Trustee (on behalf of the Noteholders, but not those of the Trustee acting in its personal capacity) and the Noteholders against the Issuer in respect of the Notes shall be subordinated to the Senior Claims. If such winding-up constitutes an Event of Default and the Trustee gives notice to the Issuer under Condition 10 that the Notes are immediately due and repayable the Notes will become immediately due and repayable and the Notes will become capable of proof in such winding-up, but

only to the extent that assets will remain available in such winding-up after the Senior Claims have been satisfied in full or full provision made therefor; and

- (ii) no payments of principal, interest or other amounts due under the Notes shall be made to the Noteholders following the commencement of the winding-up of the Issuer until all sums due from the Issuer in respect of the Senior Claims are paid in full or full provision has been made therefor and any amounts paid to the Trustee in the winding-up of the Issuer in respect of the claims of the Noteholders shall be held by the Trustee upon trust to be applied:
  - (A) FIRST, to the extent of any Shortfall, for distribution in or towards payment or satisfaction of the Senior Claims, including all costs, charges and expenses incurred and payments made by the Trustee under the provisions of this Trust Deed and all remuneration payable to the Trustee (save to the extent these amounts shall have already been satisfied in accordance with Clause 6.1(a)); and
  - (B) SECONDLY, in or towards payment pari passu and rateably of all principal moneys, interest and other amounts (if any) due in respect of the Notes and due to all Pari Passu Creditors (to the respective extent that the claims in the name of the Trustee in respect thereof shall be admitted in such winding-up).
- (b) The said trust for distribution in respect of Senior Claims as set out in Clause 6.2(a)(ii) above may be performed by the Trustee by repaying to any liquidator or, as the case may be, administrator of the Issuer any amount to be so distributed on terms that such liquidator or administrator shall discharge the same accordingly, and in that event the receipt by such liquidator or administrator shall be a good discharge to the Trustee and the Trustee shall not be bound to supervise or be in any way responsible for such distribution.
- (c) The Trustee shall be entitled and is hereby authorised by the Issuer from time to time to call for a certificate from any liquidator, or as the case may be, administrator of the Issuer as to:
  - (i) the aggregate amount of the Senior Claims;
  - (ii) the holders of Senior Claims and their respective entitlements;
  - (iii) the date upon which the Senior Claims were, or such liquidator or administrator considers will be, paid or discharged in full;
  - (iv) any Shortfall or, as the case may be, any Shortfall estimated by such liquidator or administrator;
  - (v) the amounts of the claims of the holders of all Subordinated Indebtedness and the persons entitled thereto and their respective entitlements other than in respect of the indebtedness of the Issuer under the Notes.

Any certificate (other than a certificate of estimated Shortfall) given by any such liquidator or administrator as aforesaid shall be conclusive and binding on the Trustee and the Noteholders and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person.

### 6.3 Investment by Trustee

- (a) If the amount of the moneys at any time available for the payment of principal and interest in respect of the Notes issued by the Issuer under Clause 6.1 shall be less than 10 per cent. of the nominal amount of the Notes issued by the Issuer then outstanding, the Trustee may, at its discretion invest such moneys in some or one of the investments authorised below. The Trustee, at its discretion, may vary such investments and may accumulate such investments and the resulting income until the accumulations, together with any other funds for the time being under the control of the Trustee and available for such purpose, amount to at least 10 per cent. of the nominal amount of the Notes issued by the Issuer then outstanding and then such accumulations and funds shall be applied under Clause 6.1. All interest and other income deriving from such investments shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 8 to the Trustee and otherwise held for the benefit of and paid to the Noteholders, as the case may be.
- (b) Any moneys which under the trusts of these presents ought to or may be invested by the Trustee may be invested in the name or under the control of the Trustee by placing the same on deposit in the name or under the control of the Trustee at such bank or other financial institution and in such currency as the Trustee may think fit. If that bank or institution is the Trustee or a Subsidiary, holding or associated company of the Trustee, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer. The Trustee may at any time 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.

## 7. COVENANTS

So long as any Note is outstanding, the Issuer will:

- (a) **Books of Account:** at all times keep, and procure that it and all its Subsidiaries keep, such books of account as may be necessary to comply with all applicable laws and so as to enable the financial statements of the Issuer and such Subsidiaries to be prepared and allow the Trustee and any person appointed by it to whom the Issuer shall have no reasonable objection free access to the same at all reasonable times during normal business hours and to discuss the same with responsible officers of the Issuer;
- (b) **Notice of Events of Default:** give notice in writing to the Trustee forthwith upon becoming aware of any Event of Default or Potential Event of Default and without waiting for the Trustee to take any further action;
- (c) **Information:** so far as permitted by applicable law, give or use reasonable efforts to procure to be given to the Trustee such information, opinions, certificates and other evidence as it shall require and in such form as it shall require (including, without limitation, the procurement by the Issuer of all certificates called for by the Trustee pursuant to Clause 9.5) for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under these presents, the Agency Agreement or any other transaction document or by operation of law;
- (d) **Financial Statements etc:** cause to be published on its website (in the case of annual financial statements in any event not more than 180 days after the end of each financial year), the Issuer's annual balance sheet and profit and loss account and every balance sheet, profit and loss account, report or other notice, statement or circular issued (or which under any legal or contractual obligation should be issued) to the members or holders of debentures or creditors (or any class of them) of the Issuer in their capacity as such at the time of the actual (or legally or contractually required) issue or publication thereof;

- (e) **Certificate of Compliance:** provide to the Trustee (a) within seven days of any request by the Trustee therefor and (b) (without the necessity of any such demand) promptly after the publication of its audited accounts in respect of each financial year commencing with the financial year ending 31 December 2022, and in any event not later than 180 days after the end of such financial year, a certificate, signed by two Authorised Signatories (one of which shall be a Director or the Company Secretary of the Issuer) certifying that, to the best of their knowledge, information and belief, having made all reasonable enquiries, up to a specified date not earlier than seven days prior to the date of such certificate (the **Certified Date**) there did not exist and had not existed since the Certified Date of the previous certificate (or in the case of the first such certificate the date hereof) any Event of Default or Potential Event of Default (or if such exists or existed specifying the same) and that during the period from and including the Certified Date of such previous certificate (or in the case of the first such certificate, the date hereof) to and including the Certified Date of such certificate, the Issuer has complied with all of its obligations contained in these presents or (if such is not the case) specifying the respects in which it has not complied;
- (f) **Notices to Noteholders:** send, or procure to be sent, to the Trustee not less than three Business Days prior to the date of publication, for the Trustee's approval, one copy of each notice to be given to the Noteholders in accordance with the Conditions and not publish such notice without such prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed) and, upon publication, promptly send to the Trustee two copies of such notice (such approval, unless so expressed, not to constitute approval of such notice for the purposes of Section 21 of the Financial Services and Markets Act 2000 of the United Kingdom of a communication within the meaning of such Section);
- (g) **Execution of Further Documents:** so far as permitted by applicable law, at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to the provisions of this Trust Deed;
- (h) **Notice of Late Payment:** in the event of the unconditional payment to the Principal Paying Agent or the Trustee of any sum due in respect of any of the Notes or any of them being made after the due date for payment thereof, forthwith give notice to the Noteholders in accordance with Condition 15 and to the Trustee that such payment is late and that such payment has been made;
- (i) **Notification of Non-payment:** procure that the Principal Paying Agent notifies the Trustee and the Noteholders forthwith if it does not, on or before the due date for payment in respect of the Notes or any of them, receive unconditionally the full amount in the relevant currency of the moneys payable on such due date on all such Notes;
- (j) **Listing:** at any time when the Notes are admitted to listing on the London Stock Exchange, use reasonable endeavours to maintain any such listing but, if it is unable to do so, having used such endeavours, or if the maintenance of such listing is agreed by the Trustee to be unduly onerous, instead use all reasonable endeavours to obtain and maintain a listing of the Notes on another stock exchange and/or admission to trading on another market, in each case approved in writing by the Trustee;
- (k) **Maintenance of Agents:** at all times maintain a Principal Paying Agent, other Paying Agents, a Registrar, Transfer Agents and an Agent Bank in accordance with the Conditions;
- (l) **Change in Agents:** give at least 14 days' prior notice to the Noteholders of any future appointment, resignation or removal of an Agent or of any change by an Agent of its specified office and not make any such appointment or removal without the Trustee's written approval

(except where the appointment of an Agent is automatically terminated in accordance with Clause 17.3 (Automatic termination) of the Agency Agreement);

- (m) **Compliance with Agency Agreement:** comply with and perform all of its obligations under the Agency Agreement and use all reasonable endeavours to procure that the Agents comply with and perform all of their respective obligations thereunder and any notice given by the Trustee pursuant to Clause 2.4, and not make any amendment to the Agency Agreement without the prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed);
- (n) **Information provided by Agents:** procure that each of Agents (i) makes available for the inspection or collection by Noteholders at its specified office (ii) or provided by email at the request of a Noteholder, in each case upon such Noteholder providing satisfactory proof of a holding of Notes, copies of these presents, the Agency Agreement and the then latest audited balance sheet and profit and loss account (consolidated if applicable) of the Issuer;
- (o) **Notes held by Issuer:** send to the Trustee forthwith upon being so requested in writing by the Trustee a certificate of the Issuer signed by two Authorised Signatories setting out the total number of Notes:
  - (i) purchased up to and including the date of such certificate by or on behalf of the Issuer or any of its Subsidiaries and cancelled; and
  - (ii) beneficially held at the date of such certificate by, or on behalf of, Issuer or any of its Subsidiaries;
- (p) **Redemption, Variation or Substitution of the Notes:** give prior notice (in accordance with Conditions 6(a), 6(c), 6(d), 6(e), 6(f) and 6(g)) to the Trustee of any proposed redemption, substitution or variation pursuant to Condition 6, and duly proceed (in accordance with, and subject to, the Conditions) to redeem, substitute or vary the Notes accordingly;
- (q) **Interest deferral:** where any interest is mandatorily deferred pursuant to Condition 5(a):
  - (i) give notice of such mandatory deferral to the Noteholders in accordance with Condition 15 and to the Trustee, the Registrar and the Principal Paying Agent in writing not less than 5 Business Days prior to the relevant Interest Payment Date in accordance with Condition 5(c), provided that any delay in giving such notice shall not result in such interest becoming due and payable on the relevant Mandatory Interest Deferral Date; and
  - (ii) deliver a certificate to the Trustee signed by two Authorised Signatories confirming that: (a) a Regulatory Deficiency Interest Deferral Event has occurred and is continuing or would occur if payment of interest on the Notes were to be made on the relevant Interest Payment Date; or (b) a Regulatory Deficiency Interest Deferral Event has ceased to occur and/or payment of interest on the Notes on the relevant Interest Payment Date would not result in a Regulatory Deficiency Interest Deferral Event occurring, and the Trustee shall be able to accept and rely on such certificate without further investigation and without liability to any person;
- (r) **Redemption deferral:** in the case of a mandatory deferral of redemption in accordance with Condition 6(a):
  - (i) give notice of such mandatory deferral of redemption to the Noteholders in accordance with Condition 15 and to the Trustee, the Registrar and the Principal

Paying Agent in writing not less than 5 Business Days prior to the Maturity Date or, as appropriate, the date specified for redemption in accordance with Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) (as applicable), in accordance with Condition 6(a)(iii); and

- (ii) deliver a certificate to the Trustee signed by two Authorised Signatories confirming that: (a) a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing or would occur if redemption of the Notes were to be made; (b) a Regulatory Deficiency Redemption Deferral Event has ceased to occur and/or redemption of the Notes would not result in a Regulatory Deficiency Redemption Deferral Event occurring; or (c) that any circumstance described in Condition 6(a)(iii)(B) or (C) applies, and the Trustee shall be able to accept and rely on such certificate without further investigation and without liability to any person;

(s) **Preconditions to redemption, variation, substitution and purchases:**

- (i) deliver to the Trustee, prior to the publication of any notice of redemption before the Maturity Date or any substitution, variation or purchase of the Notes pursuant to the Conditions, if required under the Conditions, a certificate signed by two Authorised Signatories confirming compliance by the Issuer with Condition 6(b); and
- (ii) deliver to the Trustee (in accordance with Condition 6(b)), at the same time as notice of redemption, substitution or variation of the Notes pursuant to Condition 6(c), 6(d), 6(e), 6(f) or 6(g) is given to the Trustee, a certificate signed by two Authorised Signatories confirming that the Issuer has complied with regulatory rules including (to the extent then required by the Relevant Regulator or the Relevant Rules) on notification to, or consent or non-objection from, the Relevant Regulator and such redemption, substitution, variation or purchase being otherwise permitted under the Relevant Rules (on the basis that the Notes are intended to qualify as Tier 2 Capital),

and the Trustee shall be able to accept and rely on such certificates without further investigation and without liability to any person;

- (t) **Capital Disqualification Event and Rating Methodology Event:** give to the Trustee, as soon as reasonably practicable upon becoming aware of the occurrence of a Capital Disqualification Event or a Rating Methodology Event, a certificate of two Authorised Signatories to the effect that a Capital Disqualification Event or a Rating Methodology Event, as the case may be, has occurred and is continuing in accordance with Conditions 6(e) or 6(f) and the Trustee shall be able to accept and rely on such certificate without further investigation and without liability to any person;
- (u) **Obligations of Agents:** observe and comply with its obligations and use all reasonable endeavours to procure that the Agents observe and comply with all their obligations under the Agency Agreement and procure that the Registrar maintains the Register and notify the Trustee immediately it becomes aware of any material breach or failure by an Agent in relation to the Notes;
- (v) **Legal opinions:** procure the delivery of legal opinions addressed to the Trustee dated the date of such delivery, in form and content acceptable to the Trustee:
  - (i) from legal advisers, reasonably acceptable to the Trustee as to the laws of England on the date of any amendment to this Trust Deed; and

- (ii) from legal advisers or, where relevant, other tax advisers of recognised standing, acceptable to the Trustee, confirming, in the case of any redemption proposed pursuant to Condition 6(c), that the relevant requirement or circumstance referred to in Condition 6(c)(i) or (ii) (other than the pre-condition that the Issuer cannot avoid the requirement or circumstance by taking measures reasonably available to it) applies as a result a Tax Law Change

and the Trustee shall be entitled to accept and rely on such legal opinions without further investigation and without liability to any person;

- (w) **Notification of redemption or payment:** not less than the number of days specified in the relevant Condition prior to the redemption or payment date in respect of any Note give to the Trustee notice in writing of the amount of such redemption or payment pursuant to the Conditions and duly proceed to redeem or pay such Notes accordingly;
- (x) **Early redemption:** if the Issuer gives notice to the Trustee that it intends to redeem the Notes pursuant to Conditions 6(c), 6(d), 6(e), 6(f) or 6(g) the Issuer shall, prior to giving such notice to the Noteholders, provide such information to the Trustee as the Trustee requires in order to satisfy itself of the matters referred to in the relevant Condition;
- (y) **Authorised Signatories:** upon the execution hereof and thereafter forthwith upon any change of the same, deliver to the Trustee (with a copy to the Principal Paying Agent) a list of the Authorised Signatories, together with certified specimen signatures of the same;
- (z) **Audited Accounts:** cause to be prepared and certified by the Auditors, in respect of each financial period, accounts in such form as will comply with the requirements for the time being of any stock exchange on which the Notes are for the time being listed;
- (aa) **Compliance with Applicable Law:** each party shall, within ten business days of a written request by the other party, supply to that other party such forms, documentation and other information relating to it, its operations, or the Notes as that other party reasonably requests for the purposes of the that other party's compliance with Applicable Law and shall notify that other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this clause to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of the Issuer constitute a breach of any: (a) applicable law; (b) fiduciary duty; or (c) duty of confidentiality. For the purposes of this Clause 7(aa) **Applicable Law** shall be deemed to include (i) any statute or regulation (ii) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any party that is customarily entered into by institutions of a similar nature; and
- (bb) **Certificates from Euroclear and Clearstream:** use all reasonable endeavours to procure that Euroclear and/or Clearstream, Luxembourg (as the case may be) issue(s) any certificate or other document requested by the Trustee under Clause 9.25 as soon as practicable after such request.

## **8. REMUNERATION AND INDEMNIFICATION OF THE TRUSTEE**

### **8.1 Normal Remuneration**

So long as any Note is outstanding, the Issuer will pay the Trustee as remuneration for its services as Trustee such sum on such dates in each case as they may from time to time agree. Such remuneration will accrue from day to day from the date of this Trust Deed up to and including the date when, all the Notes having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying Agent or the Trustee. However, if any payment to a Noteholder of moneys due in respect of any Note is improperly withheld or refused, such remuneration will again accrue as from the date of such withholding or refusal until payment to such Noteholder is duly made.

### **8.2 Extra Remuneration**

If an Event of Default or Potential Event of Default shall have occurred the Issuer hereby agrees that the Trustee shall be entitled to be paid additional remuneration calculated at its normal hourly rates in force from time to time. In any other case, or if the Trustee finds it expedient or necessary or is requested by the Issuer to undertake duties which they both agree to be of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Trust Deed, the Issuer will pay such additional remuneration as they may agree (and which may be calculated by reference to the Trustee's normal hourly rates in force from time to time).

### **8.3 Value added tax**

The Issuer shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable in respect of its remuneration under this Trust Deed.

### **8.4 Failure to agree**

In the event of the Trustee and the Issuer failing to agree:

- (a) (in a case to which sub-clause 8.1 applies) upon the amount of the remuneration; or
- (b) (in a case to which sub-clause 8.2 applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, or upon such additional remuneration,

such matters shall be determined by a person with sufficient knowledge of the requirements of acting as a trustee for bondholders (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such person being payable by the Issuer) and the determination of any such person shall be final and binding upon the Trustee, the Issuer and the Noteholders.

### **8.5 Expenses**

The Issuer shall also pay or discharge all fees, costs, charges and expenses (including any irrecoverable value added tax thereon) properly incurred by the Trustee and any Appointee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, the Agency Agreement, the Notes or other related document, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning,

or for any other purpose in relation to, this Trust Deed, the Agency Agreement, the Notes or other related document.

## **8.6 Indemnity**

Without prejudice to the right of indemnity given by law to trustees, the Issuer shall indemnify the Trustee and every Appointee or other person appointed by the Trustee hereunder and keep it or him indemnified against all Liabilities to which it or he may become subject or which may be properly incurred by it or by any Appointee or other person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of or exercise of any of its or his duties, rights, trusts, powers, authorities or discretions under this Trust Deed, the Agency Agreement, the Notes or any related agreement or its or his functions under any such appointment or in respect of any matter or thing done or omitted in any way relating to this Trust Deed, the Agency Agreement or any other related document or the Notes or any such appointment other than insofar as such Liabilities result from any tax on the net income, profits or gains of the Trustee or relevant Appointee in respect of remuneration received by the Trustee or Appointee (as applicable) hereunder and other than insofar as such Liabilities arise directly as a result of the gross negligence, fraud or wilful default of the Trustee. The Contracts (Rights of Third Parties) Act 1999 applies to this Clause 8.6.

## **8.7 Payment of amounts due**

All amounts due and payable pursuant to sub-clauses 8.5 (Expenses) and 8.6 (Indemnity) shall be payable by the Issuer on the date specified in a demand by the Trustee; the rate of interest applicable to such payments shall reflect the Trustee's costs of funds and interest shall accrue:

- (a) in the case of payments made by the Trustee prior to the date of the demand, from the date on which the payment was made or such later date as specified in such demand;
- (b) in the case of payments made by the Trustee on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made.

All remuneration payable to the Trustee shall carry interest at the rate specified in this Clause 8.7 (*Payment of amounts due*) from the due date thereof. A certificate from the Trustee as to the Trustee's cost of funds on any particular date or during any particular period shall be conclusive and binding on the Issuer.

## **8.8 Continuing Effect**

Clause 8.6 will continue in full force and effect as regards the Trustee notwithstanding the discharge of this Trust Deed and even if it no longer is Trustee.

## **8.9 Payments not subordinated**

Payments under this Clause 8 are not subordinated to any other obligation of the Issuer.

## **8.10 No set-off or deduction**

All payments to be made by the Issuer to the Trustee under this Clause 8 shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within any relevant jurisdiction or any authority therein or thereof having power to tax, unless such withholding or

deduction is required by law. In that event, the Issuer shall pay such additional amounts as would have been received by it had no such withholding or deduction been required.

## **9. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925 AND THE TRUSTEE ACT 2000**

### **9.1 Advice**

The Trustee may act on the opinion, report or advice of, or information obtained from, any lawyer, accountant, surveyor, banker or other expert pursuant to these presents and will not be responsible to anyone for any loss occasioned by so acting whether or not such opinion, report, advice or information is obtained or addressed to the Issuer, the Trustee or any other person and whether or not the advice, opinion, report or information, or any engagement letter or other related document, contains a monetary or other limit on liability or limit the scope and/or basis of such advice, report, opinion or information. Any such opinion, advice, report or information may be sent or obtained by letter, fax or by email and the Trustee will not be liable to anyone for acting in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic.

### **9.2 Trustee to Assume Performance**

The Trustee need not notify anyone of the execution of this Trust Deed or any related document or do anything to find out if an Event of Default, Potential Event of Default, Regulatory Deficiency Interest Deferral Event, Compulsory Interest Payment Event, Regulatory Deficiency Redemption Deferral Event, Tax Law Change, Capital Disqualification Event or Rating Methodology Event has happened or if the Issuer has issued any notes, bonds or other securities, or given any guarantee of any nature, ranking in priority to or *pari passu* with or junior to the Notes and, until it shall have written notice pursuant to this Trust Deed to the contrary, the Trustee shall be entitled to assume that no such Event of Default, Potential Event of Default, Regulatory Deficiency Interest Deferral Event, Compulsory Interest Payment Event, Regulatory Deficiency Redemption Deferral Event, Tax Law Change, Capital Disqualification Event or Rating Methodology Event has happened and that the Issuer is observing and performing all the obligations on its part contained in the Notes and under this Trust Deed and no event has happened as a consequence of which any of the Notes may become repayable.

### **9.3 Trustee Not Obligated to Monitor**

The Trustee shall not be under any duty to:

- (a) monitor whether any event or circumstance described in Condition 6 has happened or exists and will not be responsible to Noteholders for any loss arising from any failure by it to do so. Unless and until the Trustee has written notice of the occurrence of any event or circumstance described in Condition 6, it shall be entitled to assume that no such event or circumstance exists; or
- (b) monitor or supervise the functions of any other person under the Notes, this Trust Deed, the Agency Agreement or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled in the absence of written notice of a breach of obligation, to assume that each such person is properly performing and complying with its obligations.

### **9.4 Resolution or direction of Noteholders**

The Trustee will not be responsible for having acted in good faith on a resolution purporting (a) to have been passed at a meeting of Noteholders or (b) to be a Written Resolution made in accordance

with paragraph 11 of Schedule 3, even if it is later found that there was a defect in the constitution of the meeting or the passing of the resolution or that the resolution was not valid or binding on the Noteholders.

#### **9.5 Certificate of Authorised Signatories**

The Trustee may call for and shall be at liberty to accept a certificate signed by two Authorised Signatories or other person duly authorised on the Issuer's behalf as to any fact or matter prima facie within the knowledge of the Issuer as sufficient evidence thereof, and a like certificate to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying expedient, as sufficient evidence that it is expedient (including, without limitation, as to the circumstances described in Conditions 3(b), 5(a), 6(a), 6(b), 6(c), 6(e), 6(f) and 6(g)) and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do or by acting on such certificate.

#### **9.6 Deposit of Documents**

The Trustee may appoint as its custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers believed by it to be of good repute and may deposit this Trust Deed and any other documents with such custodian and pay all sums due in respect thereof.

#### **9.7 Discretion**

The Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Trust Deed or by operation of law have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any liability that may result from the exercise or non-exercise thereof but, whenever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or provided with security and/or prefunded to its satisfaction.

#### **9.8 Agents**

The Trustee may, in the conduct of the trusts of this Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money) and, provided the Trustee shall have exercised due care in the selection of such person, the Trustee shall not be responsible for any Liability incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person.

#### **9.9 Delegation**

The Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed, act by responsible officer(s) for the time being of the Trustee and the Trustee may also whenever it thinks fit, whether by power of attorney or otherwise, delegate to any person(s) or fluctuating body of persons (whether being a joint trustee of this Trust Deed or not) all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate with the consent of the Trustee) as the Trustee may think fit in the interests of the Noteholders. Provided the Trustee shall have exercised due care in the selection of such delegate, the Trustee shall not be bound to supervise the proceedings or acts of and shall not in any way or to

any extent be responsible for any Liability incurred by reason of the misconduct, omission or default on the part of such delegate or sub-delegate. The Trustee shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuer.

#### **9.10 Custodians and Nominees**

The Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Trustee may determine, including for the purpose of depositing with a custodian this Trust Deed or any document relating to the trust created hereunder and, provided the Trustee shall have exercised due care in the selection of such nominee or custodian, the Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person. The Trustee is not obliged to appoint a custodian if the Trustee invests in securities payable to bearer.

#### **9.11 Forged Notes**

The Trustee will not be liable to the Issuer or any Noteholder by reason of having accepted as valid or not having rejected any entry on the Register later found to be forged or not authentic and can assume for all purposes in relation hereto that any entry on the Register is correct.

#### **9.12 Confidentiality**

The Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Noteholder confidential information or other information made available to the Trustee by the Issuer in connection with this Trust Deed and no Noteholder shall be entitled to take any action to obtain from the Trustee any such information.

#### **9.13 Determinations Conclusive**

The Trustee as between itself and the Noteholders shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee and the Noteholders.

#### **9.14 Currency Conversion**

Where it is necessary or desirable for any purpose in connection with this Trust Deed to convert any sum from one currency to another, it shall (unless otherwise provided by this Trust Deed or required by law) be converted at such rate(s) of exchange, in accordance with such method and as at such date for the determination of such rate(s) of exchange as may be specified by the Trustee in its absolute discretion as relevant and any rate of exchange, method and date so specified shall be binding on the Issuer and the Noteholders.

#### **9.15 Payment for and Delivery of Notes**

The Trustee will not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes, any exchange of Notes or the delivery of Notes to the persons entitled to them.

#### **9.16 Notes held by the Issuer etc**

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

### **9.17 Consent of Trustee**

Any consent or approval given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee may require and notwithstanding anything to the contrary in these presents may be given retrospectively. The Trustee may give any consent or approval, exercise any power, authority or discretion or take any similar action (whether or not such consent, approval, power, authority, discretion or action is specifically referred to in these presents) if it is satisfied that the interests of the Noteholders will not be materially prejudiced thereby. For the avoidance of doubt, the Trustee shall not have any duty to the Noteholders in relation to such matters other than that which is contained in the preceding sentence.

### **9.18 Expenditure by the Trustee**

Nothing contained in this Trust Deed or any other agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of the funds or adequate indemnity against, or security or prefunding for, such risk or liability is not reasonably assured to it.

### **9.19 Auditors' reports**

The Trustee may rely on certificates or reports addressed to and/or delivered to it by the Auditors whether or not the same are addressed to it and whether or not they are subject to a limitation on the liability of the Auditors, whether by reference to a monetary cap or otherwise.

The Trustee shall not be bound to take any step or action in connection with this Trust Deed or the Notes or obligations arising pursuant thereto, including, but not limited to, forming an opinion or employing any financial adviser, where it is not satisfied that it is indemnified and/or secured and/or prefunded against all its liabilities and costs incurred in connection with such step or action and may demand prior to taking any such step or action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it. The Trustee shall have no liability to any person or be liable for any losses arising or which result from any actions taken or omitted to be taken by the Trustee in accordance with the provisions of this Trust Deed or pursuant to any instructions or directions given to the Trustee in accordance with the provisions herein.

### **9.20 FSMA**

The Trustee shall have the discretion at any time:

- (a) to delegate any of the functions which fall to be performed by an authorised person under FSMA to any other agent or person which also has the necessary authorisations and licences; and
- (b) to apply for authorisation under FSMA and perform any or all such functions itself if, in its absolute discretion, it considers it necessary, desirable or appropriate to do so.

### **9.21 Rules**

Nothing in this Trust Deed shall require the Trustee to assume an obligation of the Issuer arising under any provisions of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the UK Financial Conduct Authority).

## **9.22 Trustee not to be responsible for investigations**

The Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Trust Deed, the Notes or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

## **9.23 Trustee not responsible for accuracy**

The Trustee shall not be responsible for the scope or accuracy of any representations, warranties or statements of any party (other than the Trustee) contained herein or any other document entered into in connection therewith and may assume the accuracy and correctness thereof. The Trustee need not notify anyone of the execution of this Trust Deed or any related documents and shall not be responsible to any person whatsoever for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such document or any trust or security thereby constituted or evidenced.

## **9.24 Freedom to Refrain - Illegality**

Notwithstanding anything else contained in this Trust Deed or any related document, the Trustee may refrain without liability from doing anything which would or might in its opinion based on legal advice be illegal or contrary to any law of any jurisdiction or any directive or regulation of any agency or any state (including but not limited to the United States of America, the European Union or any jurisdiction forming a part of either of them and England & Wales) or any such law, directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

## **9.25 Reliance on certification of clearing system**

The Trustee may call for any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system in relation to any matter including to the effect that at any particular time or throughout any particular period any particular person is, was or will be shown in the relevant clearing systems records as having a particular principal or nominal amount of Notes credited to his securities account. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the holder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any such certificate or other document purporting to be issued by Euroclear or Clearstream, Luxembourg or any other relevant clearing system and subsequently found to be forged or not authentic

## **9.26 Noteholders as a class**

In this Trust Deed where the Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, it shall have regard to the interests of the Noteholders as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Noteholder resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.

### **9.27 Right to Deduct or Withhold**

Notwithstanding any other provision of this Trust Deed, the Trustee shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any tax, if and only to the extent so required by Applicable Law, in which event the Trustee shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld.

### **9.28 Trustee Liability for Calculations**

The Trustee shall have no responsibility for, or liability or obligations in respect of, any Liability incurred as a result of or in connection with any non-payment of interest or other amounts by reason of Conditions 3, 6(a) or 6(b) or a failure to receive consent or no objection from, the Relevant Regulator. The Trustee shall not be responsible or liable for any calculation or the verification of any calculation in connection with any of the foregoing.

### **9.29 Rating Agency Confirmation**

The Trustee shall be entitled to assume, without further investigation or inquiry, for the purpose of exercising or performing any right, power, trust, authority, duty or discretion under or in relation to this Trust Deed, the Notes, the Agency Agreement or any other related document (including, without limitation, any consent, approval, modification, waiver, authorisation or determination), that such exercise will not be materially prejudicial to the interests of the Noteholders, if each of the rating agencies then rating the outstanding Notes has confirmed in writing (whether or not such confirmation is addressed to, or provides that it may be relied upon by, the Trustee and irrespective of the method by which such confirmation is conveyed) that the then current rating by it of the outstanding Notes would not be adversely affected or withdrawn in connection therewith.

### **9.30 Rating Agency Reports**

The Trustee shall be entitled to request and rely upon any information or report provided by any rating agency whether addressed to the Trustee or any other person and the Trustee shall have no responsibility whatsoever to the Issuer, any Noteholder or any other person for the maintenance of or failure to maintain any rating of the Notes by any rating agency.

### **9.31 Legal Opinions**

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

### **9.32 Trustee not Responsible**

The Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Trust Deed, the Agency Agreement or any other document relating thereto and shall not be liable for any failure to obtain any rating of Notes (where required), any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto. In addition the Trustee shall not be responsible for the effect of the exercise of any of its powers, duties and discretions hereunder.

### **9.33 Trustee's determination**

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

### **9.34 Error of judgment**

The Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Trustee assigned by the Trustee to administer its corporate trust matters.

### **9.35 Exercise of discretion**

In relation to any discretion to be exercised or action to be taken by the Trustee under this Trust Deed, the Agency Agreement, the Notes or any other related document, the Trustee may, at its discretion and without further notice or shall, if it has been so directed by an Extraordinary Resolution of the Noteholders then outstanding, or so requested in writing by the holders of at least one-quarter in principal amount of such Notes, exercise such discretion or take such action, provided that, in either case, the Trustee shall not be obliged to exercise such discretion or take such action unless it shall have been indemnified, secured and/or prefunded to its satisfaction and provided that the Trustee shall not be held liable for the consequences of exercising its discretion or taking any such action and may do so without having regard to the effect of such action on individual Noteholders.

### **9.36 Regulated activities**

Notwithstanding anything in this Trust Deed, the Agency Agreement or the Notes to the contrary, the Trustee shall not do, or be authorised or required to do, anything which might constitute a regulated activity for the purpose of FSMA, unless it is authorised under FSMA to do so.

### **9.37 Professional charges**

Any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partner or firm on matters arising in connection with the trusts of this Trust Deed and also his properly incurred charges in addition to disbursements for all other work and business done and all time spent by him or his partner or firm on matters arising in connection with this Trust Deed, including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person.

### **9.38 Determining indemnity, security or prefunding**

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

### **9.39 Requirements as to indemnity from Noteholders**

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

and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

#### **9.40 FATCA**

The Trustee shall, to the extent required by law or an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986 (as amended from time to time) (the **Code**), be entitled to deduct on account of any withholding as may be required pursuant to any such agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations thereunder or official interpretations thereof (**FATCA Withholding**) from any payment made by it in respect of any Notes, and the Trustee shall have no obligation to gross-up any such payment or to pay any additional amount as a result of any such FATCA Withholding properly made.

### **10. TRUSTEE'S LIABILITY**

#### **10.1 Disapplication**

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

#### **10.2 Trustee Liability**

Subject to sections 750 and 751 of the Companies Act 2006 and notwithstanding anything to the contrary in this Trust Deed, Agency Agreement, the Notes or any other related document, the Trustee shall not be liable to any person for any matter or thing done or omitted in any way in connection with or in relation to this Trust Deed, Agency Agreement, the Notes or any other related document save in relation to its own gross negligence, wilful default or fraud having regard to the provisions of this Trust Deed and the other agreements conferring on it any trusts, powers, authorities or discretions.

#### **10.3 Consequential Loss**

Any liability of the Trustee arising under this Trust Deed, the Notes, the Agency Agreement or any other related document shall be limited to the amount of actual loss suffered (such loss shall be determined as at the date of default of the Trustee or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Trustee at the time of entering into this Trust Deed, the Agency Agreement or any other related document, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Trustee be liable for any loss of business, profits, goodwill, reputation, opportunity or anticipated saving, or for indirect, special, punitive or consequential loss or damages, whether or not the Trustee has been advised of the possibility of such loss or damages and regardless of whether the claim for loss is made in negligence, breach of contract, duty or otherwise.

#### **10.4 Limitation**

This Clause 10 shall not apply in the event that a court with jurisdiction determines that the Trustee has acted fraudulently, or to the extent the limitation of such liability would be precluded by virtue of sections 750 and 751 of the Companies Act 2006.

## **11. WAIVER, PROOF OF DEFAULT AND PROCEEDINGS**

### **11.1 Waiver**

The Trustee may, without the consent of the Noteholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, if in its opinion the interests of the Noteholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to it, any breach or proposed breach by the Issuer of this Trust Deed or the Conditions or determine that an Event of Default or Potential Event of Default will not be treated as such, provided that the Trustee will not do so in contravention of an express direction given by an Extraordinary Resolution or a request in writing made pursuant to Condition 10(d) or if such breach or proposed breach relates to a term mentioned in the proviso to paragraph 3 of Schedule 3. No such direction or request will affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination will be binding on the Noteholders and will be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 15.

### **11.2 Proof of Default**

Proof that the Issuer has failed to pay a sum due to the holder of any one Note will (unless the contrary be proved) be sufficient evidence that it has made the same default as regards all other Notes which are then payable.

### **11.3 Entitlement of Trustee**

The Trustee shall not be bound to take any of the actions referred to in Conditions 10(a), 10(b) or 10(c) against the Issuer to enforce the terms of this Trust Deed, the Notes or any other action under or pursuant to this Trust Deed unless (a) it shall have been so directed by an Extraordinary Resolution of the Noteholders or requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (b) in either case, it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

### **11.4 Right of Noteholders**

No Noteholder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up or claim in the liquidation of the Issuer or to prove in such winding-up unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or claim in such liquidation, fails or is unable to do so within a reasonable period and such failure or inability shall be continuing, in which case the Noteholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in Condition 10.

### **11.5 Extent of Noteholders' remedy**

No remedy against the Issuer, other than as referred to in Condition 10, shall be available to the Trustee or the Noteholders, whether for the recovery of amounts owing in respect of the Notes or under this Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Notes or under this Trust Deed.

## **12. TRUSTEE NOT PRECLUDED FROM ENTERING INTO CONTRACTS**

No Trustee and no director or officer of any corporation being a Trustee hereof shall by reason of the fiduciary position of such Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any of its Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or

any of its Subsidiaries or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, and neither the Trustee nor any such director or officer shall be accountable to the Noteholders, the Issuer or any of its Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuer any of its Subsidiaries, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustee and any such director or officer shall also be at liberty to retain the same for its or his own benefit without accounting therefor.

### **13. MODIFICATION AND SUBSTITUTION**

#### **13.1 Modification**

Subject to Clause 13.2 below, the Trustee may agree, without the consent of the Noteholders, to:

- (a) any modification to the Notes, the Conditions, the Agency Agreement or this Trust Deed which is of a formal, minor or technical nature, to correct a manifest error or to comply with mandatory provisions of law; or
- (b) any modification to the Notes, the Conditions, the Agency Agreement or this Trust Deed which in its opinion is not materially prejudicial to the interests of the Noteholders, provided that such modification does not relate to any modification as is mentioned in the proviso to paragraph 3 of Schedule 3.

For the avoidance of doubt the Trustee shall not be obliged to agree to any such modification to any document to which it is a party which in the Trustee's opinion, acting in its personal capacity, imposes any more onerous obligations upon it or in any way prejudices the Trustee. Any such modification shall be binding on the Noteholders and shall, unless the Trustee otherwise agrees, be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 15.

#### **13.2 Consent of the Relevant Regulator**

To the extent then required by the Relevant Regulator or the Relevant Rules:

- (a) if required by the Conditions, the Issuer shall, before making any payments or taking any action under this Trust Deed, comply with regulatory rules including giving any notifications to, or seeking consent or non-objection from, the Relevant Regulator and any other requirements under the Relevant Rules; and
- (b) no modification to the Conditions or any provisions of this Trust Deed or the Agency Agreement shall become effective unless the Issuer shall have given at least one month's prior written notice to, and received consent or no objection from, the Relevant Regulator (or such other period of notice as the Relevant Regulator may from time to time require or accept) and the Issuer shall promptly provide a copy of any such consent (or confirm in writing that it has received no objection) to the Trustee.

#### **13.3 Substitution of the Issuer**

- (a) The Trustee may agree with the Issuer, without the consent of the Noteholders, to the substitution on a subordinated basis equivalent to that referred to in Condition 3 of any person or persons incorporated in any country in the world (the **Substitute Obligor**) in place of the Issuer (or of the previous substitute under this clause) as the principal debtor under this Trust Deed and the Notes provided that:
  - (i) a trust deed and a supplemental Agency Agreement are executed or some other form of undertaking is given by the Substitute Obligor in form and manner satisfactory to

the Trustee, agreeing to be bound by the provisions of this Trust Deed, the Agency Agreement and the Notes, with any consequential amendments which the Trustee may deem appropriate as fully as if the Substitute Obligor has been named in the Trust Deed and the Agency Agreement and on the Notes as the principal debtor in place of the Issuer (or of any previous Substitute Obligor, as the case may be); and

- (ii) (unless the successor in business of the Issuer is the Substitute Obligor) the obligations of the Substitute Obligor under this Trust Deed and the Notes are guaranteed by the Issuer (or the successor in business of the Issuer) on a subordinated basis equivalent to that referred to in Condition 3 and in this Trust Deed and in a form and manner satisfactory to the Trustee, and provided further that the obligations of such guarantor shall be subject to a solvency condition equivalent to that set out in Condition 3(b), such guarantor shall not exercise rights of subrogation or contribution against the Substitute Obligor without the consent of the Trustee and the only event of default applying to such guarantor shall be an event of default equivalent to that set out in Condition 10(a).

Any such substitution shall be notified to the Noteholders in accordance with Condition 15 as soon as practicable thereafter.

(b) The following further conditions shall apply to sub-paragraph (a) above:

- (i) the directors of the Substitute Obligor or other officers acceptable to the Trustee shall certify that the Substitute Obligor is solvent at the time at which the said substitution is proposed to be effected (which certificate the Trustee may rely upon absolutely without any investigation or liability to any person). The Trustee shall not be under any duty to have regard to the financial condition, profits or prospects of the Substitute Obligor or to compare the same with those of the Issuer or the previous substitute under this Clause 13.3 as applicable;
- (ii) without prejudice to the rights of reliance of the Trustee under subparagraph (i) above, the Trustee is satisfied that the relevant substitution is not materially prejudicial to the interests of the Noteholders;
- (iii) (without prejudice to the generality of sub-paragraph (i) above) the Trustee may in the event of such substitution agree, without the consent of the Noteholders, to a change in the law governing the Trust Deed, the Agency Agreement and/or the Notes, provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders;
- (iv) the Issuer and the Substitute Obligor shall comply with such other requirements in the interests of the Noteholders as the Trustee may direct; and
- (v) any such substitution shall be subject (to the extent then required by the Relevant Regulator or the Relevant Rules) to any notifications to, or consent or non-objection from, the Relevant Regulator and the Issuer shall promptly provide a written copy of any such notification or consent (or confirm in writing that it has received no objection) to the Trustee.

13.4 Any such trust deed or undertaking shall, if so expressed, operate to release the Issuer or the previous substitute as aforesaid from all of its obligations as principal debtor under these presents. Not later than 14 days after the execution of such documents and compliance with such requirements, the Substitute Obligor shall give notice thereof, in a form previously approved by the Trustee, to the Noteholders in the manner provided in Condition 15. Upon the execution of such documents and compliance with such requirements, the Substitute Obligor shall be deemed to be named in these presents as the principal debtor in place of the Issuer (or in place of the previous substitute under this

Clause 13) under these presents and these presents shall be deemed to be modified in such manner as shall be necessary to give effect to the above provisions and, without limitation, references in these presents to the Issuer shall, unless the context otherwise requires, be deemed to be or include references to the Substitute Obligor.

## **14. APPOINTMENT, RETIREMENT AND REMOVAL OF THE TRUSTEE**

### **14.1 Appointment**

The power of appointing new trustees of this Trust Deed shall be vested in the Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the Noteholders. A trust corporation may be appointed sole trustee hereof but subject thereto in the event that there are two or more trustees hereof one at least shall be a trust corporation. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Agents and the Noteholders. The Noteholders shall together have the power, exercisable by Extraordinary Resolution, to remove any trustee or trustees for the time being hereof. The removal of any trustee shall not become effective until a successor trustee (being a trust corporation) is appointed. If, in such circumstances, no appointment of a new trustee has become effective within 60 days of the date of such notice or Extraordinary Resolution, the Trustee shall be entitled to appoint a trust corporation as trustee of these presents, but no such appointment shall take effect unless previously approved by an Extraordinary Resolution.

### **14.2 Retirement of Trustees**

Any Trustee for the time being of this Trust Deed may retire at any time upon giving not less than 90 days' notice in writing to the Issuer without assigning any reason therefore and without being responsible for any costs occasioned by such retirement. The retirement of any Trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such retirement. The Issuer hereby covenants that in the event of the only trustee hereof which is a trust corporation giving notice under this Clause 14.2 it shall use its best endeavours to procure a new trustee, being a trust corporation, to be appointed and if the Issuer has not procured the appointment of a new trustee within 30 days of the expiry of the Trustee notice referred to in this Clause 14.2, the Trustee shall be entitled to procure forthwith a new trustee but no such appointment shall take effect unless previously approved by an Extraordinary Resolution.

### **14.3 Power of Attorney**

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

### **14.4 Co-Trustees**

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

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

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

#### **14.5 Competence of a Majority of Trustees**

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

#### **14.6 Powers additional**

The powers conferred by this Trust Deed upon the Trustee shall be in addition to any powers which may from time to time be vested in it by general law or as the holder of any of the Notes.

#### **14.7 Merger**

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

### **15. EXCHANGE RATE INDEMNITY**

#### **15.1 Currency of Account and Payment**

In respect of any payment obligations under the Notes, pounds sterling or such other currency as may be agreed between the Issuer and the Trustee from time to time (each, the **Contractual Currency**) is the sole currency of account and payment in such respect for all sums payable by the Issuer under or in connection with this Trust Deed and the Notes, including damages.

#### **15.2 Indemnity**

The Issuer shall indemnify the Trustee, every Appointee and the Noteholders and keep them indemnified against:

- (a) any Liability incurred by any of them arising from the non-payment by the Issuer of any amount due to the Trustee or the Noteholders under these presents by reason of any variation in the rates of exchange between a currency other than the Contractual Currency and the Contractual Currency used for the purposes of calculating the amount due under a judgment or order in respect thereof and those prevailing at the date of actual payment by the Issuer; and

- (b) any deficiency arising or resulting from any variation in rates of exchange between a currency other than the Contractual Currency and the Contractual Currency between (i) the date as of which the local currency equivalent of the amounts due or contingently due under these presents (other than this Clause) is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Issuer and (ii) the final date for ascertaining the amount of claims in such bankruptcy, insolvency or liquidation. The amount of such deficiency shall be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation.

### **15.3 Indemnities separate**

The indemnities in this Clause 15 constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder and will continue in full force and effect despite any judgment, order, claim or proofs in any bankruptcy, insolvency or liquidation of the Issuer for a liquidated amount in respect of any sum due under this Trust Deed or the Notes or any other judgment or order (other than this Clause). Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Noteholders and no proof or evidence of any actual loss shall be required by the Issuer or its liquidator or liquidators. The Contracts (Rights of Third Parties) Act 1999 applies to this Clause 15.

## **16. COMMUNICATIONS**

All notices and other communications hereunder shall be made in writing and in English (by letter or email) and shall be sent as follows or to such other address, email address or facsimile number as shall have been notified (in accordance with this Clause 16) to the other party hereto.

in the case of the Issuer, to it at:

Quilter plc  
Senator House  
85 Queen Victoria Street  
London EC4V 4AB

Tel no.: +44 (0) 20 7002 7072  
Attention: Company Secretary  
Email: [companysecretary@quilter.com](mailto:companysecretary@quilter.com)

and in the case of the Trustee, to it at:

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

Email: [emea.at.debt@citi.com](mailto:emea.at.debt@citi.com)  
Attention: Citi Agency & Trust

Every notice or other communication sent in accordance with this Clause 16 shall be deemed to have been delivered, if sent by letter, two days after the time of despatch and if sent by email, when the relevant read receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending provided that no delivery failure notification is received by the sender, *provided that* any such notice or other communication which would otherwise take effect after

5.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee. Any notice or demand delivered by hand shall be deemed to have been given, made or served at the time of delivery. Any communication delivered to any party under this Trust Deed which is sent by email shall be written legal evidence.

## **17. GOVERNING LAW AND JURISDICTION**

### **17.1 Governing Law**

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

### **17.2 Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute (a **Dispute**), arising from or connected with this Trust Deed or the Notes (including a dispute regarding the existence, validity or termination of this Trust Deed or the Notes) or the consequences of their nullity.

### **17.3 Appropriate forum**

The Issuer hereby agrees that the courts of England are the most appropriate and convenient forum to settle any Dispute and, accordingly, that it will not argue to the contrary.

### **17.4 Rights of the Trustee and Noteholders to take proceedings outside England**

Clause 17.2 (*Jurisdiction*) is for the benefit of the Trustee and the Noteholders only. As a result nothing in this Clause 17 (*Governing Law and Jurisdiction*) prevents the Trustee or any of the Noteholders from taking proceedings relating to a Dispute (**Proceedings**) against the Issuer in any other courts with jurisdiction. To the extent allowed by law, the Trustee or any of the Noteholders may take concurrent Proceedings in any number of jurisdictions.

## **18. COUNTERPARTS**

This Trust Deed may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

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

Save as otherwise provided herein, no person shall have any right to enforce any provision of this Trust Deed or any trust deed supplemental hereto under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **20. SEVERABILITY**

In case any provision in or obligation under this Trust Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**THIS DEED**

is delivered on the date stated at the beginning.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 35 pages and the three Schedules are executed as follows:

**EXECUTED as a DEED  
for and on behalf of QUILTER PLC**

By:   
.....  
Director  
Name (print): **MARK SATCHEL**

  
.....  
Director, Company Secretary, or Witness  
Name (print): **JACOB SEWELL**  
Address (if witness): **ALLEN & OVERY LLP, ONE BISHOPS SQUARE,  
LONDON E1 6AD**

**EXECUTED as a DEED by  
CITICORP TRUSTEE COMPANY LIMITED**  
acting by: .....

in the presence of:

Witness's signature

Name

Occupation

Address

**THIS DEED**

is delivered on the date stated at the beginning.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 35 pages and the three Schedules are executed as follows:

**EXECUTED as a DEED  
for and on behalf of QUILTER PLC**

**By:** .....  
Director  
Name (print):

.....  
Director, Company Secretary, or Witness  
Name (print):  
Address (if witness):

**EXECUTED as a DEED by  
CITICORP TRUSTEE COMPANY LIMITED**  
acting by:

in the presence of:

Witness's signature



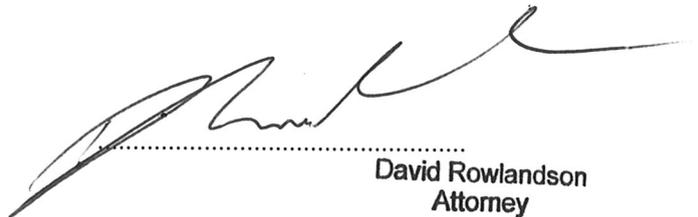
Name

Occupation

Rachel Clear  
Vice President

Address

Citi  
Citigroup Centre  
Canada Square, Canary Wharf  
London, E14 5LB

  
.....  
David Rowlandson  
Attorney

## SCHEDULE 1

### FORMS OF CERTIFICATES

#### PART 1

#### FORM OF GLOBAL CERTIFICATE

**THIS GLOBAL CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR ANY STATE SECURITIES LAWS AND THE ISSUER HAS NOT BEEN REGISTERED AS AN "INVESTMENT COMPANY" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE 1940 ACT). NEITHER THIS GLOBAL CERTIFICATE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND UNDER CIRCUMSTANCES WHICH DO NOT REQUIRE THE ISSUER TO REGISTER UNDER THE 1940 ACT.**

ISIN: XS2568634054

Common Code: 256863405

#### **QUILTER PLC**

*(a company incorporated under English law)*

**£200,000,000 8.625 per cent. Fixed Rate Reset Subordinated Notes due April 2033**

#### **GLOBAL CERTIFICATE**

This Global Certificate is issued in respect of the principal amount specified above of the Notes (the **Notes**) of Quilter plc (the **Issuer**). This Global Certificate certifies that Citivic Nominees Limited, acting as a nominee for the common depositary for Euroclear and Clearstream, Luxembourg, (the **Registered Holder**) is registered as the holder of such principal amount of the Notes at the date hereof.

#### **Interpretation and Definitions**

References in this Global Certificate to the **Conditions** are to the Conditions applicable to the Notes (which are in the form set out in Schedule 2 to the Trust Deed (the **Trust Deed**) dated 18 January 2023 between the Issuer, and Citicorp Trustee Company Limited as trustee, as such form is supplemented and/or modified and/or superseded by the provisions of this Global Certificate, which in the event of any conflict shall prevail). Other capitalised terms used in this Global Certificate shall have the meanings given to them in the Conditions or the Trust Deed.

#### **Promise to Pay**

The Issuer, for value received, promises to pay to the Registered Holder of the Notes represented by this Global Certificate (subject to surrender of this Global Certificate if no further payment falls to be made in respect of such Notes) on the Maturity Date (or on such earlier or later date as the amount payable upon redemption under the Conditions may become repayable in accordance with the Conditions) the amount payable upon redemption under the Conditions in respect of the Notes represented by this Global Certificate and to pay interest in respect of such Notes from the Issue Date in arrear at the rates, on the dates for payment, and in

accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes represented by this Global Certificate, together with such other sums and additional amounts (if any) as may be payable under the Conditions, all in accordance with the Conditions and the Trust Deed.

Distributions of amounts with respect to book-entry interests in the Notes held through Euroclear or Clearstream, Luxembourg or any other clearing system (an **Alternative Clearing System**) will be credited, to the extent received by the Registered Holder, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant clearing system's rules and procedures. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the Registered Holder.

For the purposes of this Global Certificate, (a) each holder of the Notes is bound by the provisions of the Trust Deed, (b) the Issuer certifies that the Registered Holder is, at the date hereof, entered in the Register as the holder of the Notes represented by this Global Certificate, (c) this Global Certificate is evidence of entitlement only, (d) title to the Notes represented by this Global Certificate passes only on due registration on the Register and (e) only the Registered Holder is entitled to payments in respect of the Notes represented by this Global Certificate.

### **Transfer and Exchange**

No beneficial owner of an interest in this Global Certificate will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

Interests in the Global Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Certificates without interest coupons attached only upon the occurrence of an Exchange Event. For these purposes, Exchange Event means that:

- (i) an Event of Default has occurred and is continuing; or
- (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so.

The Issuer will promptly give notice to Noteholders in accordance with Condition 15 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Global Certificate) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any Alternative Clearing System.

### **Notices**

So long as all the Notes are represented by this Global Certificate and it is held on behalf of Euroclear, Clearstream, Luxembourg and/or an Alternative Clearing System, notices to Noteholders shall be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or the Alternative Clearing System (as the case may be) for communication by it to entitled accountholders in substitution for notification as required by the Conditions, provided that, so long as the Notes are admitted to trading on any stock exchange, all requirements of such stock exchange have been complied with. Any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear, Clearstream, Luxembourg and/or the Alternative Clearing System (as the case may be) as aforesaid.

## **Meetings**

For the purposes of any meeting of Noteholders, the holder of the Notes represented by this Global Certificate shall be treated as being entitled to one vote in respect of each £1,000 in principal amount of the Notes.

## **Record Date**

For the purposes of Condition 7(a), so long as the Notes as evidenced by this Global Certificate are held on behalf of Euroclear and/or Clearstream, Luxembourg, each payment will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where **Clearing System Business Day** means Monday to Friday inclusive except 25 December and 1 January.

## **Trustee's Powers**

In considering the interests of Noteholders while this Global Certificate is held on behalf of, or registered in the name of the Registered Holder, the Trustee may have regard to any information provided to it by Euroclear, Clearstream, Luxembourg, any Alternative Clearing System or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Global Certificate and may consider such interests and treat such accountholders as if such accountholders were the holders of the Notes represented by this Global Certificate.

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

This Global Certificate shall not become valid for any purpose until authenticated by or on behalf of the Registrar.

This Global Certificate and any non-contractual obligations arising out of, or in connection with it, shall be governed by, and construed in accordance with, English law.

In witness whereof the Issuer has caused this Global Certificate to be signed on its behalf.

Dated as of the Issue Date.

**QUILTER PLC**

By: .....

**Certificate of Authentication**

This Global Certificate is authenticated, without recourse, warranty or liability by or on behalf of the Registrar.

Citibank, N.A., London Branch  
as Registrar

By: .....  
Authorised Signatory

For the purposes of authentication only.

**Form of Transfer**

For value received the undersigned transfers to

---

---

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

£[ ] principal amount of the Notes represented by this Global Certificate, and all rights under them.

Dated .....

Signed ..... Certifying Signature

**Notes:**

1. The signature of the person effecting a transfer shall conform to a list of duly authorised specimen signatures supplied by the holder of the Notes represented by this Global Certificate or (if such signature corresponds with the name as it appears on the face of this Global Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as a Transfer Agent or the Registrar may reasonably require.
2. A representative of the Noteholder should state the capacity in which he signs e.g. executor.

## PART 2

### FORM OF CERTIFICATE

On the front:

ISIN: XS2568634054

#### QUILTER PLC

*(a company incorporated under English law)*

**£200,000,000 8.625 per cent. Fixed Rate Reset Subordinated Notes due April 2033**

#### CERTIFICATE

Certificate No. [   ]

This Certificate certifies that [   ] of [   ] (the **Registered Holder**) is, as at the date hereof, registered as the holder of [principal amount] of the notes referred to above (the **Notes**) of Quilter plc (the **Issuer**). The Notes are subject to the Conditions (the **Conditions**) endorsed hereon and are issued subject to, and with the benefit of, the Trust Deed referred to in the Conditions. Expressions defined in the Conditions have the same meanings in this Certificate.

The Issuer, for value received, promises to pay to, or to the order of, the holder of the Notes represented by this Certificate (subject to surrender of this Certificate if no further payment falls to be made in respect of such Notes) on the Maturity Date (or on such earlier or later date as the amount payable upon redemption under the Conditions may become payable in accordance with the Conditions) the amount payable upon redemption under the Conditions in respect of the Notes represented by this Certificate and to pay interest in respect of such Notes from the Issue Date in arrear at the rates, in the amounts and on the dates for payment provided for in the Conditions together with such other sums and additional amounts (if any) as may be payable under the Conditions all in accordance with the Conditions and the Trust Deed.

For the purposes of this Certificate, (a) the holder of the Notes represented by this Certificate is bound by the provisions of the Trust Deed, (b) the Issuer certifies that the Registered Holder is, at the date hereof, entered in the Register as the holder of the Notes represented by this Certificate, (c) this Certificate is evidence of entitlement only, (d) title to the Notes represented by this Certificate passes only on due registration on the Register and (e) only the holder of the Notes represented by this Certificate is entitled to payments in respect of the Notes represented by this Certificate.

This Certificate shall not become valid for any purpose until authenticated by or on behalf of the Registrar.

This Certificate, and any non-contractual obligations arising out of, or in connection with it, shall be governed by, and construed in accordance with, English law.

**In witness** whereof the Issuer has caused this Certificate to be signed on its behalf.

Dated as of the Issue Date.

**QUILTER PLC**

By: .....

**Certificate of Authentication**

This Certificate is authenticated without recourse, warranty or liability by or on behalf of the Registrar.

Citibank, N.A., London Branch  
as Registrar

By: .....

Authorised Signatory  
For the purposes of authentication only.

On the back:

**Conditions of the Notes**

[The Conditions that are set out in Schedule 2 to the Trust Deed will be set out here.]

**Form of Transfer**

For value received the undersigned transfers to

\_\_\_\_\_  
\_\_\_\_\_

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

£[ ] principal amount of the Notes represented by this Certificate, and all rights under them.

Dated .....

Signed ..... Certifying Signature

**Notes:**

1. The signature of the person effecting a transfer shall conform to a list of duly authorised specimen signatures supplied by the holder of the Notes represented by this Certificate or (if such signature corresponds with the name as it appears on the face of this Certificate) be certified by a notary public

or a recognised bank or be supported by such other evidence as a Transfer Agent or the Registrar may reasonably require.

2. A representative of the Noteholder should state the capacity in which he signs e.g. executor.

[TO BE COMPLETED BY TRANSFEREE:

[INSERT ANY REQUIRED TRANSFEREE REPRESENTATIONS, CERTIFICATIONS ETC]]

**PRINCIPAL PAYING AGENT, AGENT BANK, REGISTRAR AND TRANSFER AGENT**

**Citibank N.A., London Branch**

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

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE NOTES

*The following (save for any text in italics) is the text of the terms and conditions of the Notes, substantially as they will appear on the Certificates in definitive form (if issued).*

The £200,000,000 8.625 per cent. Fixed Rate Reset Subordinated Notes due April 2033 (the “**Notes**”) are constituted by a trust deed dated 18 January 2023 (as amended and/or restated and/or supplemented from time to time, the “**Trust Deed**”) between Quilter plc (the “**Issuer**”) and Citicorp Trustee Company Limited (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Notes (the “**Noteholders**”). These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Notes referred to below. An Agency Agreement dated 18 January 2023 (as amended and/or restated and/or supplemented from time to time, the “**Agency Agreement**”) has been entered into in relation to the Notes between the Issuer, the Trustee, Citibank, N.A., London Branch as principal paying agent and the other agents named in it. The principal paying agent, the paying agents, the agent bank, the registrar and the transfer agents for the time being appointed under the Agency Agreement (if any) are referred to below respectively as the “**Principal Paying Agent**”, the “**Paying Agents**” (which expression shall include the Principal Paying Agent), the “**Agent Bank**”, the “**Registrar**” and the “**Transfer Agents**” (which expression shall include the Registrar). Copies of the Trust Deed and the Agency Agreement (i) are available for inspection or collection by the Noteholders during usual business hours and upon reasonable notice at the specified offices of the Paying Agents and the Transfer Agents and (ii) may be provided by email to a Noteholder following their prior written request to the Trustee or a Paying Agent and provision of proof of holding and identity (in a form satisfactory to the Trustee or the relevant Paying Agent, as the case may be).

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

#### 1. **Form, denomination and title**

The Notes are issued in registered form in specified denominations of £200,000 and integral multiples of £1,000 in excess thereof.

The Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(a), each Certificate shall represent the entire holding of Notes by the same Noteholder.

Title to the Notes shall pass upon registration in the register of the Noteholders that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the Certificate representing it or the theft or loss of the relevant Certificate and no person shall be liable for so treating the Noteholder.

#### 2. **Transfers of Notes**

##### (a) **Transfer of Notes**

One or more Notes may, subject to Condition 2(d), be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any),

unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. A Note may not be transferred unless the principal amount of the Notes transferred (and where not all of the Notes held by a Noteholder are transferred, the principal amount of the balance of the Notes not transferred) are in a specified denomination. In the case of a transfer of Notes to a person who is already a Noteholder, a new Certificate representing the enlarged holding may be issued but only against surrender of the Certificate representing the existing holding of such person. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

**(b) Delivery of new Certificates**

Each new Certificate to be issued pursuant to Condition 2(a) shall be available for delivery within three Business Days of receipt of the form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of any Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the Noteholder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Noteholder entitled to the new Certificate to such address as may be so specified, unless such Noteholder requests otherwise and pays in advance to the Registrar or relevant Transfer Agent (as applicable) the costs of such other method of delivery and/or such insurance as it may specify.

**(c) Transfer free of charge**

Transfers of Notes and the issue of new Certificates on transfer shall be effected without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent, but upon payment of any tax or other governmental charges by the person submitting such Notes or Certificates that may be imposed in relation to the transfer or its registration (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

**(d) Closed periods**

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

**3. Status**

**(a) Ranking**

The Notes constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves. In the event of the winding-up of the Issuer (except, in any such case, a solvent winding-up solely for the purposes of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reconstruction, amalgamation or substitution (i) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (ii) do not provide that the Notes shall thereby become payable) or the appointment of an administrator of the Issuer where the administrator has given notice that it intends to declare and distribute a dividend, the payment obligations of the Issuer under or

arising from the Notes and the Trust Deed, including any Arrears of Interest and any damages awarded for breach of any obligations in respect of the Notes, shall be subordinated in the manner provided in this Condition 3(a) and in the Trust Deed to the claims of all Senior Creditors of the Issuer, but shall rank (a) at least *pari passu* with all other subordinated obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital and all obligations which rank, or are expressed by their terms to rank, *pari passu* therewith (“**Pari Passu Securities**”); and (b) shall rank in priority to the claims of holders of: (i) all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 Capital and all obligations which rank, or are expressed by their terms to rank, *pari passu* therewith; and (ii) all classes of share capital of the Issuer (together, the “**Junior Securities**”).

**(b) Solvency Condition**

Without prejudice to Condition 3(a), all payments (including, without limitation, any payments in respect of damages awarded for breach of any obligations) under or arising from the Notes and the Trust Deed shall be conditional upon the Issuer being solvent at the time for payment by the Issuer, and no amount shall be payable under or arising from the Notes and the Trust Deed unless and until such time as the Issuer could make such payment and still be solvent immediately thereafter (the “**Solvency Condition**”).

For the purposes of this Condition 3(b), the Issuer will be solvent if (i) it is able to pay its debts owed to Senior Creditors and *Pari Passu* Creditors as they fall due and (ii) its Assets exceed its Liabilities. A certificate as to the solvency of the Issuer signed by two Authorised Signatories or, if there is a winding-up or administration of the Issuer, by two directors or authorised signatories of the liquidator or, as the case may be, the administrator of the Issuer shall, in the absence of manifest error, be treated and accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person.

Without prejudice to any other provision in these Conditions, amounts representing any payments of principal or interest or any other amount (including any damages awarded for breach of any obligations) in respect of which the conditions referred to in this Condition 3(b) are not satisfied on the date upon which the same would otherwise be due and payable (“**Solvency Claim**”), will be payable by the Issuer in the circumstances described in Condition 10(b), as further provided in Condition 3(a). A Solvency Claim shall not bear interest.

**(c) Set-off, etc.**

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

*On a winding-up of the Issuer, there may be no surplus assets available to meet the claims of the Noteholders after the claims of the parties ranking senior to the Noteholders (as provided in Condition 3) have been satisfied.*

**(d) References to include principal and interest**

The foregoing provisions of this Condition 3 apply only to the principal, interest and other amounts under or arising from the Notes and nothing in this Condition 3 shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof and in such capacity the Trustee shall rank as an unsubordinated creditor of the Issuer.

**4. Interest**

**(a) Interest rate and Interest Payment Dates**

Subject to Condition 3(b) and Condition 5, each Note bears interest on its outstanding principal amount:

- (i) from (and including) the Issue Date to (but excluding) the Reset Date at the Initial Interest Rate; and
- (ii) for the Reset Period thereafter, at the Reset Interest Rate,

payable, in each case, on 18 April 2023 and thereafter semi-annually in arrear on each Interest Payment Date.

**(b) Interest accrual**

Each Note will cease to bear interest from (and including) its due date for redemption unless, upon surrender, payment of the principal in respect of the Note is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in the Trust Deed.

**(c) Calculation of interest**

Interest shall be calculated per £1,000 in principal amount of the Notes (the “**Calculation Amount**”) by applying the rate of interest referred to in Condition 4(a) to such Calculation Amount, multiplying the resulting figure by the applicable day count fraction as described below in this Condition 4(c) and rounding the resultant figure to the nearest pence (with half of any pence being rounded upwards). The amount of interest payable in respect of a Note shall be calculated by multiplying the amount of interest per Calculation Amount determined as aforesaid by the specified denomination of such Note and dividing the resulting figure by £1,000.

Where interest is to be calculated in respect of any period, the applicable day count fraction will be (a) the actual number of days in the period from and including the date from which interest begins to accrue (the “**Accrual Date**”) to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date (or, in respect of any period prior to the first Interest Payment Date, from and including 18 October 2022) to but excluding the next following Interest Payment Date multiplied by two.

(d) **Determination of Reset Interest Rate**

The Agent Bank will on the Reset Determination Date determine the Reset Interest Rate applicable to the Reset Period and shall promptly notify the Issuer thereof.

(e) **Publication of Reset Interest Rate**

The Issuer shall (at its own cost and expense) cause the Agent Bank to give notice of the Reset Interest Rate to the Issuer, the Principal Paying Agent, the Trustee and to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be notified to Noteholders in accordance with Condition 15 as soon as possible after its determination, but in no event later than the fourth Business Day thereafter. The Reset Interest Rate so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of manifest error.

(f) **Notifications, etc. to be final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, whether by the Reset Reference Banks (or any of them) or the Agent Bank, will (in the absence of manifest error) be binding on the Issuer, the Trustee, the Agent Bank and all Noteholders and (in the absence of wilful default and gross negligence) no liability to the Issuer, the Trustee or the Noteholders shall attach to the Reset Reference Banks (or any of them) or the Agent Bank in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 4.

**5. Deferral of payments**

(a) **Mandatory deferral of interest**

Payment of interest on the Notes will be mandatorily deferred on each Mandatory Interest Deferral Date. The Issuer shall notify the Noteholders, the Principal Paying Agent, the Registrar and the Trustee of any Mandatory Interest Deferral Date in accordance with Condition 5(c).

A certificate signed by two Authorised Signatories confirming that, as applicable, (a) a Regulatory Deficiency Interest Deferral Event has occurred and is continuing, or would occur if payment of interest on the Notes were to be made on the relevant Interest Payment Date, or (b) a Regulatory Deficiency Interest Deferral Event has ceased to occur and/or payment of interest on the Notes on the relevant Interest Payment Date would not result in a Regulatory Deficiency Interest Deferral Event occurring, shall be treated and accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person.

Notwithstanding any other provision in these Conditions or in the Trust Deed, the deferral of any payment of interest on a Mandatory Interest Deferral Date in accordance with this Condition 5(a) or in accordance with Condition 3(b) will not constitute a default by the Issuer and will not give Noteholders or the Trustee any right to accelerate any payment in respect of the Notes or take any other action with respect to such deferral under the Notes or the Trust Deed.

(b) **Arrears of Interest**

Any interest in respect of the Notes not paid on an Interest Payment Date as a result of the obligation on the Issuer to defer any payment pursuant to Condition 5(a) or due to the operation of the Solvency Condition contained in Condition 3(b), together with any other interest in respect of the Notes not paid on an earlier Interest Payment Date shall, so long as the same remains unpaid, constitute “**Arrears of Interest**”. Arrears of Interest shall not themselves bear interest.

Any Arrears of Interest may (subject to Condition 3(b) and (to the extent then required by the Relevant Regulator or the Relevant Rules) to any notifications to, or consent or non-objection from, the Relevant Regulator and to any other requirements under the Relevant Rules) be paid in whole or in part at any time (provided that at such time a Regulatory Deficiency Interest Deferral Event is not subsisting and would not occur if payment of such Arrears of Interest were made) upon the expiry of not less than 14 days' notice to such effect given by the Issuer to the Trustee, the Principal Paying Agent, the Registrar and the Noteholders in accordance with Condition 15, and in any event all Arrears of Interest will become due and payable (subject, in the case of (i) and (iii) below, to Condition 3(b) and (to the extent then required by the Relevant Regulator or the Relevant Rules) to any notifications to, or consent or non-objection from, the Relevant Regulator) in whole (and not in part) upon the earliest of the following dates:

- (i) the next Interest Payment Date which is not a Mandatory Interest Deferral Date; or
- (ii) the date on which an order is made or a resolution is passed for the winding-up of the Issuer (other than a solvent winding-up solely for the purposes of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reconstruction, amalgamation or substitution (A) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (B) do not provide that the Notes shall thereby become payable) or the date on which any administrator of the Issuer gives notice that it intends to declare and distribute a dividend; or
- (iii) the date of any redemption or purchase of the Notes by or on behalf of the Issuer or any of its Subsidiaries pursuant to Condition 6.

**(c) Notice of deferral**

The Issuer shall notify the Trustee and the Principal Paying Agent in writing and notify the Noteholders in accordance with Condition 15 not less than five Business Days prior to an Interest Payment Date if that Interest Payment Date is a Mandatory Interest Deferral Date and specify that interest will not be paid because a Regulatory Deficiency Interest Deferral Event has occurred and is continuing or would occur if payment of interest was made (in whole or in part) on such Interest Payment Date, provided that (i) if a Regulatory Deficiency Interest Deferral Event occurs less than five Business Days prior to an Interest Payment Date, the Issuer shall give notice of the interest deferral to the Trustee, the Principal Paying Agent, the Registrar and the Noteholders in accordance with Condition 15 as soon as reasonably practicable following the occurrence of such event and the Issuer shall not be in breach of its obligation to give not less than five Business Days' notice in such circumstances and (ii) any delay in giving any notice pursuant to this Condition 5(c) shall not result in such interest becoming due and payable on the relevant Mandatory Interest Deferral Date.

**6. Redemption, substitution, variation, purchase and options**

**(a) Redemption at maturity and deferral of redemption date**

- (i) Subject to Condition 3(b), Condition 6(a)(ii), Condition 6(b) and to compliance by the Issuer with regulatory rules including (to the extent then required by the Relevant Regulator or the Relevant Rules) on notification to, or consent or non-objection from, the Relevant Regulator and provided that such redemption is permitted under the Relevant Rules (on the basis that the Notes are intended to qualify as Tier 2 Capital under the Relevant Rules), unless previously redeemed or purchased and cancelled as provided below, each Note shall be redeemed on the Maturity Date at its principal amount together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption in accordance with these Conditions.

- (ii) No Notes shall be redeemed on the Maturity Date pursuant to Condition 6(a)(i) or prior to the Maturity Date pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) if a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing or would occur if redemption is made on, if Condition 6(a)(i) applies, the Maturity Date or, if Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) applies, any date specified for redemption in accordance with such Conditions.
- (iii) If the Notes are not to be redeemed on the Maturity Date pursuant to Condition 6(a)(i) or on any date specified for redemption pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) (as applicable) as a result of circumstances where:
  - (A) a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing or would occur if the Notes were redeemed on such date;
  - (B) the Solvency Condition would not be satisfied on such date and immediately after the redemption; or
  - (C) the Relevant Regulator does not consent to the redemption or objects to the redemption (to the extent that consent or non-objection is then required by the Relevant Regulator or the Relevant Rules) or such redemption otherwise cannot be effected in compliance with the Relevant Rules on such date,

the Issuer shall notify the Trustee, the Registrar and the Principal Paying Agent in writing and notify the Noteholders in accordance with Condition 15 no later than five Business Days prior to the Maturity Date or, as appropriate, the date specified for redemption in accordance with Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) (or as soon as reasonably practicable if the relevant circumstance requiring redemption to be deferred arises, or is determined, less than five Business Days prior to the relevant redemption date, and the Issuer shall not be in breach of its obligation to give not less than five Business Days' notice in such circumstances) provided that any delay in giving any notice pursuant to this Condition 6(a)(iii) shall not result in the principal amount of the Notes becoming due and payable on the Maturity Date pursuant to Condition 6(a)(i) or on any date specified for redemption pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) (as applicable).

- (iv) If redemption of the Notes does not occur on the Maturity Date or, as appropriate, the date specified for redemption in accordance with Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) as a result of Condition 6(a)(ii) or the Relevant Regulator does not consent to the redemption or objects to the redemption (to the extent that consent or non-objection is then required by the Relevant Regulator or the Relevant Rules) or such redemption otherwise cannot be effected in compliance with the Relevant Rules on such date, subject (in the case of (A) and (B) only) to Condition 3(b) and (to the extent then required by the Relevant Regulator or the Relevant Rules) to any notifications to, or consent from, the Relevant Regulator and to such redemption being otherwise permitted under the Relevant Rules, such Notes shall be redeemed at their principal amount together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption, upon the earliest of:
  - (A) in the case of a failure to redeem due to the operation of Condition 6(a)(ii) only, the date falling 10 Business Days after the date the Regulatory Deficiency Redemption Deferral Event has ceased (unless, on such 10th Business Day, a further Regulatory Deficiency Redemption Deferral Event has occurred and is continuing or redemption of the Notes on such date would result in a Regulatory Deficiency Redemption Deferral Event occurring, in which case the provisions of Condition 6(a)(ii),

Condition 6(a)(iii) and this Condition 6(a)(iv) shall apply *mutatis mutandis* to determine the due date for redemption); or

- (B) the date falling 10 Business Days after the Relevant Regulator has agreed to the repayment or redemption of the Notes; or
  - (C) the date on which an order is made or a resolution is passed for the winding-up of the Issuer (other than a solvent winding-up solely for the purposes of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reconstruction, amalgamation or substitution (x) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (y) do not provide that the Notes shall thereby become payable) or the date on which any administrator of the Issuer gives notice that it intends to declare and distribute a dividend.
- (v) If deferral of redemption pursuant to Condition 6(a)(ii) does not apply, but redemption of the Notes does not occur on the Maturity Date or, as appropriate, the date specified for redemption in accordance with Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f) or Condition 6(g) as a result of the Solvency Condition not being satisfied at such time and immediately after such payment, subject (to the extent then required by the Relevant Regulator or the Relevant Rules) to any notifications to, or consent or non-objection from, the Relevant Regulator and to such redemption being otherwise permitted under the Relevant Rules, such Notes shall be redeemed at their principal amount together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption on the 10th Business Day immediately following the day that (A) the Issuer is solvent for the purposes of Condition 3(b) and (B) redemption of the Notes would not result in the Issuer ceasing to be solvent for the purposes of Condition 3(b), provided that if on such Business Day specified for redemption a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing, or would occur if the Notes were to be redeemed, or if the Solvency Condition would not be satisfied on such date and immediately after the redemption, then the Notes shall not be redeemed on such date and Condition 3(b) and 6(a)(iv) shall apply *mutatis mutandis* to determine the date of the redemption of the Notes.
- (vi) A certificate signed by two Authorised Signatories confirming that (A) a Regulatory Deficiency Redemption Deferral Event has occurred and is continuing, or would occur if redemption of the Notes were to be made or (B) a Regulatory Deficiency Redemption Deferral Event has ceased to occur and/or redemption of the Notes would not result in a Regulatory Deficiency Redemption Deferral Event occurring or (C) that any circumstance described in Condition 6(a)(iii)(B) or (C) applies, shall be treated and accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person.
- (vii) Notwithstanding any other provision in these Conditions or in the Trust Deed, the deferral of redemption of the Notes in accordance with Condition 3(b) or this Condition 6(a) will not constitute a default by the Issuer and will not give Noteholders or the Trustee any right to accelerate repayment of the Notes or take any other action with respect to such deferral under the Notes or the Trust Deed.

**(b) Conditions to redemption, substitution, variation or purchase**

Any redemption, substitution, variation or purchase of the Notes is subject to the Issuer having complied with regulatory rules including (to the extent then required by the Relevant Regulator or the Relevant Rules) on notification to, or consent or non-objection from, the Relevant Regulator and such

redemption, substitution, variation or purchase being otherwise permitted under the Relevant Rules (on the basis that the Notes are intended to qualify as Tier 2 Capital). A certificate signed by two Authorised Signatories confirming such compliance shall be conclusive evidence of such compliance and shall be accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person. In the case of a redemption or purchase that is within five years of the Issue Date, if required by the Relevant Rules, (i) such redemption or purchase shall be funded out of the proceeds of a new issuance of capital of at least the same quality as the Notes and shall be otherwise permitted under the Relevant Rules; or (ii) such redemption or purchase shall be effected by the exchange or conversion of such Notes into another form of capital of at least the same quality as the Notes and shall be otherwise permitted under the Relevant Rules; or (iii) (in the case of a redemption pursuant to Condition 6(c) or Condition 6(e) only) such redemption shall be subject to the Relevant Regulator being satisfied that the Solvency Capital Requirement will be exceeded by an appropriate margin immediately after such redemption (taking into account the solvency position of the Issuer and the Group, including by reference to the Issuer's and the Group's medium-term capital management plans). Furthermore, in the case of any redemption pursuant to Condition 6(c) or Condition 6(e) that is within five years of the Issue Date, if required by the Relevant Rules, such redemption shall be subject to the following additional conditions:

- (a) in the case of any redemption pursuant to Condition 6(c) only, the Issuer having demonstrated to the satisfaction of the Relevant Regulator that the relevant change in tax treatment is material; or
- (b) in the case of any redemption pursuant to Condition 6(e) only, the Relevant Regulator considering that the relevant change in the regulatory classification of the Notes is sufficiently certain; and
- (c) in the case of redemption pursuant to Condition 6(c) or 6(e), the Issuer having demonstrated to the satisfaction of the Relevant Regulator that such change was not reasonably foreseeable as at the Issue Date.

**(c) Redemption, substitution or variation at the option of the Issuer due to Taxation**

If immediately prior to the giving of the notice referred to below:

- (i) as a result of a change in or proposed change in, or amendment or proposed amendment to, the laws or regulations of the UK or any political subdivision or authority therein or thereof having the power to tax, including any treaty to which the UK is a party, or any change in the application of official or generally published interpretation of such laws, including a decision of any court or tribunal, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position in relation to similar transactions (in respect of securities similar to the Notes and which are capable of constituting Tier 2 Capital under the Relevant Rules applicable at issuance) or which differs from any specific written confirmation given by a tax authority in respect of the Notes, which change or amendment becomes, or would become, effective, or in the case of a change or proposed change in law if such change is enacted (or, in the case of a proposed change, is expected to be enacted) by UK Act of Parliament or by Statutory Instrument, on or after the Issue Date (each a “**Tax Law Change**”), in making any payments on the Notes, the Issuer has paid or will or would on the next payment date be required to pay Additional Amounts on the Notes and the Issuer cannot avoid the foregoing in connection with the Notes by taking measures reasonably available to it; or
- (ii) as a result of a Tax Law Change, in respect of the Issuer's obligation to make any payment of interest on the next following Interest Payment Date: (v) the Issuer would no longer be entitled

to claim a deduction in respect of computing its taxation liabilities in the UK, or such entitlement is reduced; (w) the Issuer would not to any extent be entitled to have a loss (if any) that has been computed taking such a deduction into account set against the profits of companies with which it is grouped for applicable UK tax purposes (whether under the group relief system current as at the date of the Tax Law Change or any similar system or systems having like effect as may from time to time exist); (x) the Notes are prevented from being treated as loan relationships for UK tax purposes; (y) the Notes or any part thereof are treated as a derivative or an embedded derivative for UK tax purposes; or (z) the Issuer would otherwise suffer adverse tax consequences, and in each such case the Issuer cannot avoid the foregoing in connection with the Notes by taking measures reasonably available to it,

then the Issuer may:

- (A) subject to Condition 3(b), Condition 6(a)(ii) and Condition 6(b) and having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), redeem in accordance with these Conditions (unless otherwise specified herein) at any time all, but not some only, of the Notes at their principal amount, together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption in accordance with these Conditions; or
- (B) subject to Condition 6(b) (without any requirement for the consent or approval of the Noteholders) and having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), substitute at any time all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or become, Qualifying Tier 2 Securities and the Trustee shall (subject to the following provisions of this paragraph (B) and subject to the receipt by it of the certificates of the Authorised Signatories referred to below and in the definition of Qualifying Tier 2 Securities) agree to such substitution or variation. The Trustee shall, at the request and expense of the Issuer, use its reasonable endeavours to assist the Issuer in the substitution or variation of the Notes for or into Qualifying Tier 2 Securities provided that the Trustee shall not be obliged to participate or assist in any such substitution or variation if the terms of the securities into which the Notes are to be substituted or are to be varied impose, in the Trustee's opinion, more onerous obligations upon it. If the Trustee does not so participate or assist as provided above, the Issuer may, subject as provided above, redeem the Notes as provided above.

Prior to the publication of any notice of substitution, variation or redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Trustee (a) a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance referred to in sub-paragraph (i) or (ii) above applies and (b) an opinion in form and substance satisfactory to the Trustee of independent legal advisers or other tax advisers of recognised standing that the relevant requirement or circumstance referred to in sub-paragraph (i) or (ii) above (other than the pre-condition that the Issuer cannot avoid the requirement or circumstance by taking measures reasonably available to it) applies. Such certificate confirming that the relevant requirement or circumstances referred to in sub-paragraph (i) or (ii) above applies shall be conclusive evidence that such requirement or such circumstances apply and shall be accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person. Upon expiry of such notice the Issuer shall (subject to Condition 6(b) and, in the case of a redemption, to Condition 3(b), Condition 6(a)(ii), Condition 6(a)(iii), Condition 6(a)(iv) and Condition 6(a)(v)) either redeem, vary or substitute the Notes, as the case may be, pursuant to the relevant terms of this Condition 6(c).

In connection with any substitution or variation in accordance with this Condition 6(c), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or admitted to trading.

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

Unless the Issuer shall have given notice to redeem the Notes under Condition 6(c), Condition 6(e), Condition 6(f) or Condition 6(g) on or prior to the expiration of the notice referred to below, the Issuer may at its option, subject to Condition 3(b), Condition 6(a)(ii) and Condition 6(b) and having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable) redeem in accordance with these Conditions all, but not some only, of the Notes on any day from (and including) 18 January 2028 to (and including) the Reset Date at their principal amount, together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption in accordance with these Conditions.

Upon expiry of the notice referred to in this Condition 6(d) the Issuer shall (subject to Condition 6(b), Condition 3(b), Condition 6(a)(ii), Condition 6(a)(iii), Condition 6(a)(iv) and Condition 6(a)(v)) be bound to redeem the Notes in accordance with the terms of this Condition 6(d).

**(e) Redemption, substitution or variation at the option of the Issuer due to Capital Disqualification Event**

If immediately prior to the giving of the notice referred to below a Capital Disqualification Event has occurred and is continuing, then:

- (i) the Issuer may, subject to Condition 3(b), Condition 6(a)(ii) and Condition 6(b) and having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), redeem in accordance with these Conditions all, but not some only, of the Notes at any time. The Notes will be redeemed at their principal amount, together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption in accordance with these Conditions; or
- (ii) the Issuer may, subject to Condition 6(b) (without any requirement for the consent or approval of the Noteholders) and having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), substitute at any time all (and not some only) of the Notes for, or vary the terms of the Notes so that they remain or become Qualifying Tier 2 Securities and the Trustee shall (subject to the following provisions of this paragraph (ii) and subject to the receipt by it of the certificates of the Authorised Signatories referred to below and in the definition of Qualifying Tier 2 Securities) agree to such substitution or variation. The Trustee shall, at the request and expense of the Issuer, use its reasonable endeavours to assist the Issuer in the substitution or variation of the Notes for or into Qualifying Tier 2 Securities provided that the Trustee shall not be obliged to participate or assist in any such substitution or variation if the terms of the securities into which the Notes are to be substituted or are to be varied impose, in the Trustee's opinion, more onerous obligations upon it. If the Trustee does not so participate or assist as provided above, the Issuer may, subject as provided above, redeem the Notes as provided above.

Prior to the publication of any notice of substitution, variation or redemption pursuant to this Condition 6(e), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories stating that a Capital Disqualification Event has occurred and is continuing as at the date of the certificate. Such certificate shall be conclusive evidence that a Capital Disqualification Event has occurred and is

continuing as at the date of the certificate and shall be accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person. Upon expiry of such notice the Issuer shall (subject to Condition 6(b) and, in the case of a redemption, to Condition 3(b), Condition 6(a)(ii), Condition 6(a)(iii), Condition 6(a)(iv) and Condition 6(a)(v)) either redeem, vary or substitute the Notes, as the case may be, pursuant to the relevant terms of this Condition 6(e).

In connection with any substitution or variation in accordance with this Condition 6(e), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or admitted to trading.

**(f) Redemption, substitution or variation at the option of the Issuer for rating reasons**

If a Rating Methodology Event occurs and within the period from and including the date of the occurrence of such Rating Methodology Event to and including the date which is the first anniversary of such occurrence, the Issuer gives the notice referred to below and if on the date of such notice the Rating Methodology Event is continuing, then:

- (i) the Issuer may, subject to Condition 3(b), Condition 6(a)(ii) and Condition 6(b) and, having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), redeem in accordance with these Conditions all, but not some only, of the Notes at any time. The Notes will be redeemed at their principal amount, together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption in accordance with these Conditions; or
- (ii) the Issuer may, subject to Condition 6(b) (without any requirement for the consent or approval of the Noteholders) and having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), substitute at any time all (and not some only) of the Notes for, or vary the terms of the Notes so that they become Rating Agency Compliant Securities, and the Trustee shall (subject to the following provisions of this paragraph (ii) and subject to the receipt by it of certificates of Authorised Signatories referred to below and in the definition of Qualifying Tier 2 Securities and Rating Agency Compliant Securities) agree to such substitution or variation. The Trustee shall, at the request and expense of the Issuer, use its reasonable endeavours to assist the Issuer in the substitution or variation of the Notes for or into Rating Agency Compliant Securities provided that the Trustee shall not be obliged to participate or assist in any such substitution or variation if the terms of the securities into which the Notes are to be substituted or are to be varied impose, in the Trustee's opinion, more onerous obligations upon it. If the Trustee does not so participate or assist as provided above, the Issuer may, subject as provided above, redeem the Notes as provided above.

Prior to the publication of any notice of substitution, variation or redemption pursuant to this Condition 6(f) the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories stating that a Rating Methodology Event has occurred and is continuing as at the date of the certificate. Such certificate shall be conclusive evidence that a Rating Methodology Event has occurred and is continuing as at the date of the certificate and shall be accepted by the Trustee, the Noteholders and all other interested parties as correct and sufficient evidence thereof and the Trustee shall be entitled to rely on such certificate without further investigation and without liability to any person. Upon expiry of such notice the Issuer shall (subject to Condition 6(b) and, in the case of a redemption, to Condition 3(b), Condition 6(a)(ii), Condition 6(a)(iii), Condition 6(a)(iv) and Condition 6(a)(v)) either redeem, vary or substitute the Notes, as the case may be, pursuant to the relevant terms of this Condition 6(f).

In connection with any substitution or variation in accordance with this Condition 6(f), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or admitted to trading.

**(g) Clean-up call**

Subject to Condition 3(b), Condition 6(a)(ii) and Condition 6(b) and if at any time after the Issue Date, 80 per cent. or more of the aggregate principal amount of the Notes originally issued has been purchased by the Issuer or any of its Subsidiaries and cancelled pursuant to these Conditions, then the Issuer may, at its option, having given not less than 15 nor more than 60 days' notice to the Trustee, the Registrar, the Principal Paying Agent and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), redeem in accordance with these Conditions all, but not some only, of the Notes at any time. The Notes will be redeemed at their principal amount, together with Arrears of Interest, if any, and any other interest accrued to (but excluding) the date specified for redemption in accordance with these Conditions.

Prior to the publication of any notice of redemption pursuant to this Condition 6(g), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories stating that, as at the date of the certificate, 80 per cent. or more of the aggregate principal amount of the Notes originally issued has been purchased by the Issuer or any of its Subsidiaries and cancelled. Such certificate shall be conclusive evidence that, as at the date of the certificate, 80 per cent. or more of the aggregate principal amount of the Notes originally issued has been purchased by the Issuer or any of its Subsidiaries and cancelled and the Trustee shall be entitled to rely on such certificate with further investigation and without liability to any person. Upon expiry of such notice the Issuer shall (subject to Condition 3(b), Condition 6(a)(ii), Condition 6(a)(iii), Condition 6(a)(iv), Condition 6(a)(v) and Condition 6(b)) redeem the Notes pursuant to the relevant terms of this Condition 6(g).

**(h) Purchases**

Subject to Conditions 3(b) and 6(b), the Issuer and any of its Subsidiaries for the time being may at any time purchase (or otherwise acquire) Notes in the open market or otherwise and at any price.

**(i) Cancellation**

All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may (at the option of the Issuer or the relevant Subsidiary) be held, reissued, resold or surrendered for cancellation by surrendering the Certificate representing such Notes to the Registrar and, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled promptly. Any Notes so redeemed or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

**(j) Trustee not obliged to monitor**

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists within these Conditions and will not be responsible to Noteholders for any loss arising from any failure or delay by the Trustee to do so. Unless and until the Trustee has written notice of the occurrence of any event or circumstance within these Conditions, it shall be entitled to assume that no such event or circumstance exists.

## **7. Payments**

### **(a) Method of payment**

- (i) Payments of principal in respect of Notes shall be made in Sterling against surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest (including Arrears of Interest) on the Notes shall be paid in Sterling to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Note shall be made in Sterling by transfer to a Sterling account maintained by or on behalf of the payee with a bank and (in the case of interest payable on redemption) upon surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar.

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

All payments are in all cases subject to any applicable fiscal or other laws, regulations and directives in any jurisdiction and the Issuer will not be liable to pay any additional amount in respect of taxes or duties of whatever nature imposed or levied by or pursuant to such laws, regulations or directives, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders in respect of such payments. For the purpose of this paragraph, the phrase “subject to any applicable fiscal or other laws, regulations and directives” shall include any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the “**Code**”) or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretation thereof, or any law implementing an intergovernmental approach thereto.

### **(c) Appointment of Agents**

The Principal Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Agent Bank initially appointed by the Issuer and their respective specified offices are listed below. Subject as provided in the Agency Agreement, the Principal Paying Agent, the Paying Agents, the Agent Bank, the Registrar and the Transfer Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of the Principal Paying Agent, any other Paying Agent, the Agent Bank, the Registrar and any Transfer Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Principal Paying Agent, (ii) a Registrar, (iii) a Transfer Agent, and (iv) whenever and for so long as a function expressed in these Conditions to be performed by the Agent Bank is required to be performed, an Agent Bank.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 15.

### **(d) Non-Business Days**

If any date for payment in respect of any Note is not a Business Day, the Noteholder shall not be entitled to payment until the next following Business Day and shall not be entitled to any interest or other sum in respect of such postponed payment.

## 8. Taxation

All payments of principal, interest and any other amounts by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Taxing Territory, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts in relation to interest payments (but not in respect of principal or payments of any other amounts) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required by law to be made (“**Additional Amounts**”), except that no such Additional Amounts shall be payable with respect to any Note:

(a) *Other connection*

the holder of which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with that Taxing Territory other than the mere holding of the Note; or

(b) *Lawful avoidance of withholding*

the holder of which could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption in the place where the relevant Certificate is presented for payment; or

(c) *Presentation more than 30 days after the Relevant Date*

in respect of which the *relevant* Certificate is surrendered (if relevant) more than 30 days after the Relevant Date (as defined below) except to the extent that the holder of it would have been entitled to such Additional Amounts on surrendering it on the thirtieth day after the Relevant Date; or

(d) *Any combination*

where such withholding or deduction arises out of any combination of paragraphs (a) to (c) above.

As used in these Conditions, “**Relevant Date**” in respect of any Note means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the relevant Certificate (if required) being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation (if required). References in these Conditions to interest shall be deemed to include any Additional Amounts that may be payable under this Condition 8 or any undertaking given in addition to or in substitution for it under the Trust Deed.

## 9. Prescription

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest including, without limitation, Arrears of Interest) from the appropriate Relevant Date in respect of them.

## **10. Events of default and enforcement**

### **(a) Rights to institute and/or prove in a winding-up**

Notwithstanding any of the provisions below in this Condition 10, the right to institute winding-up proceedings in respect of the Issuer is limited to circumstances where payment has become due and is not duly paid. Pursuant to Condition 3(b), no principal, interest or any other amount will be due on the relevant payment date if the Solvency Condition is not, or would not be, satisfied, at the time of and immediately after any such payment. In the case of any payment of interest in respect of the Notes, such payment will be deferred and not be due if Condition 5(a) applies, and, in the case of any payment of principal, such payment will be deferred and will not be due if Condition 6(a)(ii) applies or the Relevant Regulator does not consent to the redemption or objects to the redemption (to the extent that consent or non-objection is then required by the Relevant Regulator or the Relevant Rules), or such redemption otherwise cannot be effected in compliance with the Relevant Rules on such date.

If default is made for a period of 14 days or more in the payment of any interest due (including, without limitation, Arrears of Interest, if any) or principal due in respect of the Notes or any of them, the Trustee in its discretion may, and if so requested by Noteholders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to Condition 10(d)) institute proceedings for the winding-up of the Issuer and/or prove in the winding-up or administration of the Issuer and/or claim in the liquidation of the Issuer for such payment, but may take no further or other action to enforce, prove or claim for any such payment. No payment in respect of the Notes or the Trust Deed may be made by the Issuer pursuant to this Condition 10(a), nor will the Trustee accept the same, otherwise than during or after a winding-up of the Issuer or after an administrator of the Issuer has given notice that it intends to declare and distribute a dividend, unless the Issuer has given prior written notice (with a copy to the Trustee) to, and received consent or non-objection (if required) from, the Relevant Regulator, which the Issuer shall provide or confirm in writing to the Trustee.

### **(b) Amount payable on winding-up or administration**

If an order is made by the competent court or resolution passed for the winding-up of the Issuer (except, in any such case, a solvent winding-up, solely for the purpose of a reconstruction or amalgamation of the Issuer or any substitution of the Issuer pursuant to Condition 11(d) or otherwise, the terms of which reconstruction, amalgamation or substitution (i) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (ii) do not provide that the Notes shall thereby become payable) or an administrator of the Issuer gives notice that it intends to declare and distribute a dividend, the Trustee at its discretion may, and if so requested by Noteholders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to Condition 10(d)), give notice to the Issuer (or, as applicable, the administrator or liquidator) that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount together with Arrears of Interest, if any, and any other accrued interest, and the claim in respect thereof will be subordinated as provided in Condition 3(a).

### **(c) Enforcement**

Without prejudice to Condition 10(a) or (b) but subject to Condition 10(d), the Trustee may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the Trust Deed, or the Notes (other than any payment obligation of the Issuer under or arising from the Notes or the Trust Deed including, without limitation, payment of any principal or interest (including, without limitation, Arrears of Interest, if any) in respect of the Notes and any damages awarded for breach of any obligations) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be

obliged to pay any sum or sums (in cash or otherwise) sooner than the same would otherwise have been payable by it. Nothing in this Condition 10(c) shall, subject to Condition 10(a), prevent the Trustee instituting proceedings for the winding-up of the Issuer, proving in any winding-up of the Issuer and/or claiming in any liquidation of the Issuer in respect of any payment obligations of the Issuer arising from the Notes or the Trust Deed (including without limitation, payment of any principal or interest (including, without limitation, Arrears of Interest, if any) in respect of the Notes and any damages awarded for any breach of any obligations).

**(d) Entitlement of the Trustee**

The Trustee shall not be bound to take any of the actions referred to in Conditions 10(a), 10(b) or 10(c) to enforce the obligations of the Issuer under the Trust Deed or the Notes unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (ii) in either case, it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

**(e) Right of Noteholders**

No Noteholder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up or claim in the liquidation of the Issuer or to prove in such winding-up unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or claim in such winding-up, fails or is unable to do so within a reasonable period and such failure or inability shall be continuing, in which case the Noteholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 10.

**(f) Extent of Noteholders' remedy**

No remedy against the Issuer, other than as referred to in this Condition 10, shall be available to the Trustee or the Noteholders, whether for the recovery of amounts owing in respect of the Notes or under the Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Notes or under the Trust Deed.

**11. Meetings of Noteholders, modification, waiver and substitution**

**(a) Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings of Noteholders (including by way of conference call or video conference) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Trustee (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) or by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons holding or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Arrears of Interest on the Notes, (ii) to reduce or cancel the principal amount of the Notes, (iii) to reduce the rate or rates of interest or Arrears 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 any interest amount in respect of the Notes, (iv) to vary the currency or currencies of payment or denomination of the Notes, (v) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required

to pass an Extraordinary Resolution, or (vii) to modify Condition 3, in which case the necessary quorum shall be one or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Noteholders (whether or not they were present at the meeting at which such resolution was passed).

The agreement or approval of the Noteholders shall not be required in the case of any variation of these Conditions and/or the Trust Deed made in the circumstances described in Condition 6(c) or 6(e) in connection with the substitution or variation of the Notes so that they remain or become Qualifying Tier 2 Securities or in the circumstances described in Condition 6(f) in connection with the substitution or variation of the Notes so that they become Rating Agency Compliant Securities, and to which the Trustee has agreed pursuant to the relevant provisions of Condition 6(c), 6(e) or 6(f), as the case may be.

**(b) Modification and waiver**

The Trustee may agree, without the consent of the Noteholders, to (i) any modification of any of these Conditions and/or the provisions of the Trust Deed or the Agency Agreement that is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of these Conditions and the provisions of the Trust Deed or the Agency Agreement that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders.

Any such modification, authorisation or waiver shall be binding on the Noteholders and, unless the Trustee otherwise agrees, shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 15.

**(c) Notice to Relevant Regulator**

No modification to these Conditions or any provisions of the Trust Deed or the Agency Agreement shall become effective unless (to the extent then required by the Relevant Regulator or the Relevant Rules) the Issuer shall have given at least one month's prior written notice to, and received consent or no objection from, the Relevant Regulator (or such other period of notice as the Relevant Regulator may from time to time require or accept) and the Issuer shall promptly provide a copy of any such consent (or confirm in writing that it has received no objection) to the Trustee.

**(d) Substitution**

The Trustee may agree with the Issuer, without the consent of the Noteholders, to the substitution on a subordinated basis equivalent to that referred to in Condition 3 of any person or persons incorporated in any country in the world (the “**Substitute Obligor**”) in place of the Issuer (or any previous Substitute Obligor under this Condition 11(d)) as a new principal debtor under the Trust Deed and the Notes provided that:

- (i) a trust deed and a supplemental Agency Agreement are executed or some other form of undertaking is given by the Substitute Obligor in form and manner satisfactory to the Trustee, agreeing to be bound by the terms of the Trust Deed, the Agency Agreement and the Notes, with any consequential amendments which the Trustee may deem appropriate, as fully as if the Substitute Obligor had been named in the Trust Deed and the Agency Agreement and on the Notes as the principal debtor in place of the Issuer (or of any previous Substitute Obligor, as the case may be);

- (ii) (unless the successor in business of the Issuer is the Substitute Obligor) the obligations of the Substitute Obligor under the Trust Deed and the Notes are guaranteed by the Issuer (or the successor in business of the Issuer) on a subordinated basis equivalent to that referred to in Condition 3 and in the Trust Deed and in a form and manner satisfactory to the Trustee, and provided further that the obligations of such guarantor shall be subject to a solvency condition equivalent to that set out in Condition 3(b), such guarantor shall not exercise rights of subrogation or contribution against the Substitute Obligor without the consent of the Trustee and the only event of default applying to such guarantor shall be an event of default equivalent to that set out in Condition 10(a);
- (iii) the directors of the Substitute Obligor or other officers acceptable to the Trustee certify that the Substitute Obligor is solvent at the time at which the said substitution is proposed to be effected (and the Trustee may rely absolutely on such certification and shall not be bound to have regard to the financial condition, profits or prospects of the Substitute Obligor or to compare the same with those of the Issuer);
- (iv) (without prejudice to the rights of reliance of the Trustee under sub-paragraph (iii) above) the Trustee is satisfied that the said substitution is not materially prejudicial to the interests of the Noteholders;
- (v) (without prejudice to the generality of sub-paragraph (i) above) the Trustee may in the event of such substitution agree, without the consent of the Noteholders, to a change in the law governing the Trust Deed, the Agency Agreement and/or the Notes, provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders;
- (vi) the substitution does not cause a Capital Disqualification Event, a Ratings Methodology Event or an event as described in Condition 6(c) to occur in respect of the Notes immediately following the substitution; and
- (vii) the Issuer and the Substitute Obligor comply with such other requirements in the interests of the Noteholders as the Trustee may direct.

Any such substitution shall be notified by the Issuer to the Noteholders in accordance with Condition 15 as soon as practicable thereafter.

In connection with any proposed substitution as aforesaid, the Trustee shall have regard to the interests of the Noteholders as a class and the Trustee shall not have regard to the consequences of such substitution or such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any substitution or such exercise as aforesaid, no Noteholder shall be entitled to claim, whether from the Issuer, the Substitute Obligor or the Trustee or any other person, any indemnification or payment in respect of any tax consequence of any such substitution or any such exercise upon any individual Noteholders except to the extent already provided in Condition 8 and/or any undertaking given in addition thereto or in substitution therefor pursuant to the Trust Deed.

Any substitution pursuant to this Condition 11 shall be subject (to the extent then required by the Relevant Regulator or the Relevant Rules) to any notifications to, or consent or non-objection from, the Relevant Regulator. The Issuer shall promptly provide a written copy of any such notification or consent (or confirm in writing that it has received no objection) to the Trustee.

## **12. Entitlement of the Trustee**

In connection with the exercise of its functions (including but not limited to those referred to in Condition 11) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders and the Trustee shall not be entitled to require, nor shall any Noteholder or the Trustee be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

## **13. Limitation on Trustee actions and indemnification of the Trustee**

### **(a) Limitation on Trustee actions**

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

### **(b) Indemnification of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including (i) provisions relieving it from taking any action unless indemnified and/or secured and/or prefunded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

## **14. Replacement of Notes and Certificates**

If a Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Registrar or such other 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 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 Certificate is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Certificates) and otherwise as the Issuer may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## **15. Notices**

Notices to Noteholders shall be mailed to them at their respective addresses in the Register and, if and for so long as the Notes are admitted to trading on any stock exchange, notices will also be given in accordance with any applicable requirements of such stock exchange. Any notice shall be deemed to have been given on the second weekday (being a day other than a Saturday or a Sunday) after the date of mailing or on the date of publication, or, if published more than once or on different dates, on the first date on which publication is made.

## **16. Contracts (Rights of Third Parties) Act 1999**

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

## 17. Definitions

As used herein:

“**Additional Amounts**” has the meaning given to it in Condition 8;

“**Arrears of Interest**” has the meaning given to it in Condition 5(b);

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

“**Authorised Signatory**” has the meaning given to it in the Trust Deed;

“**Benchmark Gilt**” means, in respect of the Reset Period, such United Kingdom government security customarily used in the pricing of new issues with a similar tenor having a maturity date on or about the Maturity Date as the Issuer (on the advice of an investment bank or financial adviser of international repute) may determine to be appropriate following any guidance published by the International Capital Market Association at the relevant time;

“**Benchmark Gilt Quotation**” means, with respect to a Reset Reference Bank and the Reset Period, the arithmetic mean of the bid and offered yields (on a semi-annual compounding basis) for the Benchmark Gilt in respect of the Reset Period, expressed as a percentage, as quoted by such Reset Reference Bank on a dealing basis for settlement on the next following dealing day in London;

“**Business Day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business:

- (i) (in the case of Condition 2(b)) in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be);
- (ii) (in the case of Condition 7(d)) in London and (if relevant) in the relevant place of surrender;  
or
- (iii) (in any other case) in London;

A “**Capital Disqualification Event**” is deemed to have occurred if as a result of any replacement of or change to (or change to the interpretation by any court or authority entitled to do so of) the Relevant Rules, the principal amount of the Notes then outstanding is excluded (in whole or in part) from counting as Tier 2 Capital for the purposes of the Issuer or the Group, whether on a solo, group or consolidated basis, except (in any case) where such non-qualification is only as a result of any applicable limitation on the amount of such capital;

“**Code**” has the meaning given to it in Condition 7(b);

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

“**Directors**” means the directors of the Issuer;

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

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

“**Fitch**” means Fitch Ratings Ltd (or any successor rating agency);

“**Group**” means, at any time, the Insurance Group Parent Entity and its Subsidiaries at such time;

“**Group Insurance Undertaking**” means an insurance undertaking or reinsurance undertaking within the meaning of the Relevant Rules whose data is included for the purposes of the calculation of the Solvency Capital Requirement of the Group pursuant to the Relevant Rules;

“**Initial Interest Rate**” means 8.625 per cent. per annum;

“**Insolvent Insurer Winding-up**” means:

- (i) the winding-up of any Group Insurance Undertaking; or
- (ii) the appointment of an administrator of any Group Insurance Undertaking,

in each case, where the Issuer has determined, acting reasonably, that the assets of that Group Insurance Undertaking may or will be insufficient to meet all the claims of the policyholders and/or beneficiaries pursuant to contracts of insurance or reinsurance written by that Group Insurance Undertaking which is in winding-up or administration (and for these purposes, the claims of such policyholders or such beneficiaries pursuant to a contract of insurance or reinsurance shall include all amounts to which such policyholders or such beneficiaries are entitled under applicable legislation or rules relating to the winding-up of insurance or reinsurance companies to reflect any right to receive or expectation of receiving benefits which such policyholders or such beneficiaries may have);

“**Insurance Group Parent Entity**” means the Issuer or any Subsidiary or parent company of the Issuer which from time to time constitutes the highest entity in the relevant insurance group or other financial group for which supervision of group capital resources or solvency is required (whether or not such requirement is waived in accordance with the Relevant Rules) pursuant to the Relevant Rules in force from time to time (which, as at the Issue Date, is the Issuer);

“**Interest Payment Date**” means 18 April and 18 October in each year, from (and including) 18 April 2023 to (and including) the Maturity Date;

“**Issue Date**” means 18 January 2023, being the date of the initial issue of the Notes;

“**Junior Securities**” has the meaning given to it in Condition 3(a);

“**Level 2 Regulations**” means the Commission Delegated Regulation (EU) No. 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council of the European Union on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II), as amended by Commission Delegated Regulation (EU) 2019/981 of 8 March 2019;

“**Liabilities**” means the unconsolidated gross liabilities of the Issuer, as shown in the latest published audited balance sheet of the Issuer, but adjusted for contingent liabilities and for subsequent events, all in such manner as the Directors may determine;

“**Mandatory Interest Deferral Date**” means each Interest Payment Date in respect of which a Regulatory Deficiency Interest Deferral Event has occurred and is continuing or would occur if payment of interest (in whole or in part) were made on such Interest Payment Date;

“**Maturity Date**” means 18 April 2033;

**“Minimum Capital Requirement”** means the Minimum Capital Requirement, the minimum consolidated group Solvency Capital Requirement or such other applicable minimum capital requirements (as applicable) referred to in the Relevant Rules;

**“Pari Passu Creditors”** means creditors of the Issuer (including holders of Pari Passu Securities) whose claims rank, or are expressed to rank, *pari passu* with, the claims of the Noteholders;

**“Pari Passu Securities”** has the meaning given to it in Condition 3(a);

**“Qualifying Tier 2 Securities”** means securities issued (including by way of exchange, conversion or otherwise) directly by the Issuer or indirectly and guaranteed by the Issuer (such guarantee to rank on a subordinated basis equivalent to that referred to in Condition 3 and in the Trust Deed) that:

- (i) have terms not materially less favourable to a holder than the terms of the Notes, as reasonably determined by the Issuer in consultation with an independent investment bank or independent financial adviser of international standing, provided that they shall (1) contain terms which comply with the Relevant Rules (on the basis that the Notes are intended to qualify as Tier 2 Capital), (2) include terms which provide for the same rate of interest and Interest Payment Dates from time to time applying to the Notes, (3) rank senior to, or *pari passu* with, the Notes, (4) preserve any existing rights under these Conditions to any accrued interest and any Arrears of Interest and any other amounts which have not been paid, (5) where the Notes which have been substituted or varied had a solicited published rating from a rating agency immediately prior to their substitution or variation, each such rating agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Qualifying Tier 2 Securities and (6) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; and
- (ii) if the Notes were listed or admitted to trading on a Recognised Stock Exchange immediately prior to the relevant substitution or variation, are listed or admitted to trading on a Recognised Stock Exchange,

and provided that a certificate to the effect of (i) above, signed by two Authorised Signatories, shall have been delivered to the Trustee (upon which the Trustee shall be entitled to rely without further investigation and without liability to any person) prior to the issue of the relevant securities;

**“Rating Agency Compliant Securities”** means securities issued directly or indirectly by the Issuer that are:

- (i) Qualifying Tier 2 Securities; and
- (ii) assigned substantially the same equity credit in the capital adequacy assessment or, at the absolute discretion of the Issuer, a lower equity credit in the capital adequacy assessment (provided such equity credit is still higher than the equity credit assigned to the Notes immediately after the occurrence of the relevant Rating Methodology Event) that was assigned by Fitch to the Notes on or around the Issue Date and provided that a certificate to such effect of two Authorised Signatories shall have been delivered to the Trustee (upon which the Trustee shall be entitled to rely without further investigation and without liability to any person) prior to the issue of the relevant securities;

**“Rating Methodology Event”** means at any time, as a consequence of a change in, or clarification to, the rating methodology (or the interpretation thereof) of Fitch on or after the Issue Date, the equity credit in the capital adequacy assessment assigned by Fitch to the Notes as at such time is materially

reduced when compared to the equity credit in the capital adequacy assessment assigned by Fitch on or around the Issue Date;

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

**“Record Date”** has the meaning given to it in Condition 7(a);

**“Regulatory Deficiency Interest Deferral Event”** means any event (including, without limitation, where an Insolvent Insurer Winding-up has occurred and is continuing and any event which causes any Solvency Capital Requirement or Minimum Capital Requirement applicable to the Issuer, the Insurance Group Parent Entity or all or part of the Group (which part includes the Issuer) to be breached and such breach is an event) which under the Relevant Rules requires the Issuer to defer payment of interest (or, if applicable, Arrears of Interest) in respect of the Notes and where the Relevant Regulator has not waived the requirement to defer payment of interest under the Notes in accordance with any pre-conditions to such waiver being capable of being granted as prescribed by the Relevant Rules (on the basis that the Notes are intended to qualify as Tier 2 Capital under the Relevant Rules);

**“Regulatory Deficiency Redemption Deferral Event”** means any event (including, without limitation, where an Insolvent Insurer Winding-up has occurred and is continuing and any event which causes any Solvency Capital Requirement or Minimum Capital Requirement applicable to the Issuer, the Insurance Group Parent Entity or all or part of the Group (which part includes the Issuer) to be breached and the continuation of such Insolvent Insurer Winding-up is, or as the case may be, such breach is, an event) which under the Relevant Rules requires the Issuer to defer or suspend repayment or redemption of the Notes and where the Relevant Regulator has not waived the requirement to defer or suspend repayment or redemption of the Notes in accordance with any pre-conditions to such waiver being capable of being granted as prescribed by the Relevant Rules (on the basis that the Notes are intended to qualify as Tier 2 Capital under the Relevant Rules);

**“Relevant Date”** has the meaning given to it in Condition 8;

**“Relevant Regulator”** means the Bank of England acting as the UK Prudential Regulation Authority through its Prudential Regulation Committee or such successor or other authority having primary supervisory authority with respect to prudential matters in relation to the Issuer and/or the Insurance Group Parent Entity and/or the Group;

**“Relevant Rules”** means, at any time, any legislation, rules, guidelines or regulations or expectations set forth in applicable published supervisory statements (whether having the force of law or otherwise) then applying to the Issuer, the Insurance Group Parent Entity or the Group relating, but not limited to, to own funds, capital resources, capital requirements, financial adequacy requirements or other prudential matters (including, but not limited to, the characteristics, features or criteria of any of the foregoing) and without limitation to the foregoing, includes (to the extent then applying as aforesaid) Solvency II and any legislation, rules, guidelines or regulations or expectations set forth in applicable published supervisory statements of the Relevant Regulator relating to such matters;

**“Reset Date”** means 18 April 2028;

**“Reset Determination Date”** means the second Business Day prior to the Reset Date;

**“Reset Interest Rate”** means, in respect of the Reset Period, the rate of interest determined by the Agent Bank on the Reset Determination Date as the sum of:

- (i) the Reset Reference Rate in respect of the Reset Period (expressed as a rate per annum); and
- (ii) the Reset Margin;

“**Reset Margin**” means 5.309 per cent. per annum;

“**Reset Period**” means the period from (and including) the Reset Date to (but excluding) the Maturity Date;

“**Reset Reference Banks**” means five leading gilt dealers in the principal interbank market relating to Sterling selected by the Issuer;

“**Reset Reference Rate**” means, in respect of the Reset Period, the percentage rate (rounded, if necessary, to three decimal places, with 0.0005 rounded upwards) determined by the Agent Bank on the basis of the Benchmark Gilt Quotations provided (upon request by or on behalf of the Issuer) by the Reset Reference Banks to the Issuer and by the Issuer to the Agent Bank at approximately 3.00 p.m. (London time) on the Reset Determination Date. If at least four quotations are provided, the Reset Reference Rate will be the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Reset Reference Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Rate will be the rounded quotation provided. If no quotations are provided, the Reset Reference Rate will be the Initial Interest Rate less the Reset Margin;

“**Senior Creditors**” means (a) creditors of the Issuer who are unsubordinated creditors of the Issuer including all policyholders of the Issuer and all beneficiaries under contracts of insurance or reinsurance written by the Issuer (for the avoidance of doubt, the claims of policyholders and such beneficiaries shall include all amounts to which policyholders or such beneficiaries are entitled under applicable legislation or rules relating to the winding-up of insurance or reinsurance companies to reflect any right to receive or expectation of receiving benefits which policyholders or such beneficiaries may have) and (b) other creditors of the Issuer whose claims are, or are expressed to be, subordinated to the claims of other creditors of the Issuer (other than those (A) whose claims are in respect of instruments or obligations which constitute, or would but for any applicable limitation on the amount of any such capital constitute, (i) Tier 1 Capital or (ii) Tier 2 Capital or (B) whose claims otherwise rank, or are expressed to rank, *pari passu* with, or junior to, the claims of the Noteholders);

“**Solvency Capital Requirement**” means the Solvency Capital Requirement or the consolidated group Solvency Capital Requirement (as applicable) referred to in, or any other applicable capital requirement (other than the Minimum Capital Requirement) howsoever described in, the Relevant Rules;

“**Solvency II**” means the United Kingdom transposition of the Solvency II Directive and the Level 2 Regulations, as they each form part of retained European Union law (as defined in the EUWA), as amended from time to time and any additional measures adopted to give effect thereto (whether implemented by way of regulation, guidelines or otherwise);

“**Solvency II Directive**” means Directive 2009/138/EC of the European Parliament and of the Council of the European Union of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II) (as amended); “**Sterling**” and “**£**” means the lawful currency of the United Kingdom;

“**Subsidiary**” has the meaning given to it under section 1159 of the Companies Act 2006 (as amended from time to time);

“**successor in business**” has the meaning given to it in the Trust Deed;

“**Tax Law Change**” has the meaning given to it in Condition 6(c);

“**Taxing Territory**” means the United Kingdom or any political subdivision or authority therein or thereof having power to tax, or any other territory or any political subdivision or authority thereof or therein having power to tax to whose taxing jurisdiction the Issuer becomes generally subject;

“**Tier 1 Capital**” has the meaning given to it for the purposes of the Relevant Rules from time to time (including, without limitation, by virtue of the operation of any grandfathering provisions under any Relevant Rules);

“**Tier 2 Capital**” has the meaning given to it for the purposes of the Relevant Rules from time to time (including, without limitation, by virtue of the operation of any grandfathering provisions under any Relevant Rules); and

“**United Kingdom**” or “**UK**” means the United Kingdom of Great Britain and Northern Ireland.

## **18. Governing law and jurisdiction**

### **(a) Governing law**

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

### **(b) Jurisdiction**

The Issuer has in the Trust Deed (i) agreed for the benefit of the Trustee and the Noteholders that the Courts of England shall have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising from or connected with the Notes; (ii) agreed that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue that any other courts are more appropriate or convenient; and (iii) consented to the enforcement of any judgment. The Trust Deed also states that nothing contained in the Trust Deed prevents the Trustee or any of the Noteholders from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction and that, to the extent allowed by law, the Trustee or any of the Noteholders may take concurrent Proceedings in any number of jurisdictions.

## SCHEDULE 3

### PROVISIONS FOR MEETINGS OF NOTEHOLDERS

#### 1. Interpretation

In this Schedule:

- (a) references to a meeting are to a meeting of Noteholders and include, unless the context otherwise requires, any adjournment;
- (b) **agent** means a proxy or a representative;
- (c) **Alternative Clearing System** has the meaning given in the Global Certificate;
- (d) **Extraordinary Resolution** means a resolution passed (i) at a meeting duly convened and held in accordance with this Trust Deed by a majority of at least 75% of the votes cast, (ii) by a Written Resolution or (iii) by an Electronic Consent;
- (e) **Written Resolution** means a resolution in writing signed by the holders of not less than 75% in principal amount of the Notes outstanding; and
- (f) references to persons representing a proportion of the Notes are to Noteholders or agents holding or representing in the aggregate at least that proportion in principal amount of the Notes for the time being outstanding.

#### 2. Appointment of Proxy or Representative

A proxy or representative may be appointed in the following circumstances:

- (a) A holder of Notes may, by an instrument in writing in the English language (a **form of proxy**) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar or the Transfer Agent not less than 48 hours before the time fixed for the relevant meeting, appoint the person (a **proxy**) to act on his or its behalf in connection with any meeting of the Noteholders and any adjourned such meeting.
- (b) Any holder of Notes which is a corporation may, by delivering to any Agent not later than 48 hours before the time fixed for any meeting a resolution of its directors or other governing body, authorise any person to act as its representative (a **representative**) in connection with any meeting of the Noteholders and any adjourned such meeting.
- (c) If the holder of a Note is an Alternative Clearing System or a nominee of an Alternative Clearing System and the rules or procedures of such Alternative Clearing System so require, such nominee or Alternative Clearing System may appoint proxies in accordance with, and in the form used, by such Alternative Clearing System as part of its usual procedures from time to time in relation to meetings of Noteholders. Any proxy so appointed may, by an instrument in writing in the English language in the form available from the specified office of the Registrar, or in such other form as may have been approved by the Trustee at least seven days before the date fixed for a meeting, signed by the proxy or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation fixed for any meeting, appoint the Principal Paying Agent or any employee of it nominated by it (the **sub-proxy**) to act on his or its behalf in connection with any meeting or proposed meeting of Noteholders. All references to "proxy" or "proxies" in

this Schedule other than in this subparagraph 2(c) shall be read so as to include references to "sub-proxy" or "sub-proxies".

- (d) For so long as the Notes are eligible for settlement through an Alternative Clearing System's book-entry settlement system and the rules or procedures of such Alternative Clearing System so require, the Issuer may fix a Record Date for the purpose of any meeting, provided such Record Date is no more than ten days prior to the date fixed for such meeting which shall be specified in the notice convening the meeting.
- (e) Any proxy appointed pursuant to subparagraph 2(a) or 2(c) above or representative appointed pursuant to subparagraph 2(b) above shall, so long as such appointment remains in full force, be deemed, for all purposes in connection with the relevant meeting or adjourned meeting of the Noteholders, to be the holder of the Notes to which such appointment relates and the holder of the Notes shall be deemed for such purposes not to be the holder or owner, respectively.

### 3. Powers of Meetings

A meeting shall, subject to the Conditions and without prejudice to any powers conferred on other persons by this Trust Deed, have power by Extraordinary Resolution:

- (a) to sanction any proposal by the Issuer or the Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer, whether or not those rights arise under this Trust Deed or the Notes;
- (b) to sanction the exchange or substitution for the Notes of, or the conversion of the Notes into, shares, notes or other obligations or securities of the Issuer or any other entity (other than in the circumstances permitted in the Conditions);
- (c) to assent to any modification of this Trust Deed or the Notes proposed by the Issuer or the Trustee;
- (d) to authorise anyone to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;
- (e) to give any authority, direction or sanction which under this Trust Deed is required to be given by Extraordinary Resolution;
- (f) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the Noteholders' interests and to confer on them any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;
- (g) to approve a proposed new Trustee and to remove a Trustee;
- (h) to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under this Trust Deed (other than in the circumstances permitted in the Conditions); and
- (i) to discharge or exonerate the Trustee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed or the Notes,

provided that the special quorum provisions in paragraph 7.2 shall apply to any Extraordinary Resolution (a **special quorum resolution**) for the purpose of subparagraph (b) or (h) or for the purpose of making a modification to this Trust Deed or the Notes which would have the effect of:

- (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Arrears of Interest on the Notes;
- (ii) to reduce or cancel the principal amount of the Notes;
- (iii) to reduce the rate or rates of interest or Arrears 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 any interest amount in respect of the Notes;
- (iv) to vary the currency or currencies of payment or denomination of the Notes;
- (v) to take any steps that as specified in the Conditions may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply;
- (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution;
- (vii) modifying the provisions regarding subordination described in Condition 3 and Clause 5; or
- (viii) amending this proviso.

#### **4. Convening a Meeting**

- 4.1 The Issuer or the Trustee may at any time convene a meeting. If it receives a written request by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding and is indemnified and/or prefunded and/or secured to its satisfaction, the Trustee shall convene a meeting. Whenever any such party is about to convene any such meeting it shall forthwith give notice in writing to the other parties of the day, time and place of the meeting and of the nature of the business to be transacted at it. Every meeting shall be held at a time and place (which need not be a physical place and instead may be by way of conference call or video conference) approved by the Trustee.
- 4.2 At least 21 days' notice (exclusive of the day on which the notice is given and of the day of the meeting) shall be given to the Noteholders. A copy of the notice shall be given by the party convening the meeting to the other parties. The notice shall specify the day, time and place of the meeting and, unless the Trustee otherwise agrees, the nature of the resolutions to be proposed and shall explain how Noteholders may appoint proxies or representatives and the details of the time limits applicable.
- 4.3 A meeting that has been validly convened in accordance with paragraph 4.1 above, may be cancelled by the person who convened such meeting by giving at least 5 days' notice (exclusive of the day on which the notice is given or deemed to be given and of the day of the meeting) to the Noteholders (with a copy to the Trustee where such meeting was convened by the Issuer or to the Issuer where such meeting was convened by the Trustee). Any meeting cancelled in accordance with this paragraph 4.3 shall be deemed not to have been convened. Any votes cast prior to such notice of cancellation being given shall be void, furthermore all blocked Notes will be immediately released upon the giving of such notice of cancellation.

#### **5. Chairman**

- 5.1 The chairman of a meeting shall be such person as the Trustee may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes from the time fixed for the meeting, the Noteholders or agents present shall choose one of their number to be chairman, failing which the Issuer may appoint a chairman.

5.2 The chairman may, but need not, be a Noteholder or agent. The chairman of an adjourned meeting need not be the same person as the chairman of the original meeting.

**6. Attendance**

The following may attend and speak at a meeting:

- (a) Noteholders and agents;
- (b) the chairman;
- (c) the Issuer and the Trustee (through their respective representatives) and their respective financial and legal advisers; and
- (d) any other person authorised by the Trustee.

No one else may attend or speak.

**7. Quorum and Adjournment**

7.1 No business (except choosing a chairman) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Noteholders, be dissolved. In any other case it shall be adjourned (unless the Issuer and the Trustee agree that it be dissolved) for such period, not being less than 14 nor more than 42 days later, and to such time and place as the chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved or, at the discretion of the chairman, further adjourned as provided above.

7.2 One or more Noteholders or agents present in person shall be a quorum:

- (a) in the cases marked **No minimum proportion** in the table below, whatever the proportion of the Notes which they represent; and
- (b) in any other case, only if they represent the proportion of the Notes shown by the table below.

Column 1	Column 2	Column 3
Purpose of meeting	Any meeting except one referred to in column 3	Meeting previously adjourned through want of a quorum
	Required proportion	Required proportion
To pass a special quorum resolution	Two thirds	One third
To pass any other Extraordinary Resolution	A clear majority	No minimum proportion
Any other purpose	One tenth	No minimum proportion

7.3 The chairman may, with the consent of (and shall if directed by) a meeting, adjourn the meeting from time to time and from place to place. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 7.1.

7.4 At least ten days' notice of a meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. No notice need, however, otherwise be given of an adjourned meeting.

## **8. Voting**

8.1 Each question submitted to a meeting shall be decided in the first instance by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Issuer, the Trustee or one or more persons representing at least 2% of the Notes.

8.2 Unless a poll is demanded, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8.3 If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.

8.4 A poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.

8.5 On a show of hands, every person who is present in person and who produces a Note or is an agent has one vote. On a poll, every such person has one vote for each £1,000 in principal amount of Notes so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

8.6 In case of equality of votes, the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have as a Noteholder or as a proxy.

## **9. Effect and Publication of a Resolution**

Any procedural resolution passed at a meeting of Noteholders duly convened and held in accordance with this Trust Deed and any Extraordinary Resolution shall be binding on all the Noteholders, whether or not present at the meeting, and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Extraordinary Resolution to Noteholders within 14 days but failure to do so shall not invalidate the resolution.

## **10. Minutes**

Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved, every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

## **11. Written Resolution and Electronic Consent**

Subject to the following sentence, a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders.

For so long as the Notes are in the form of a Global Certificate registered in the name of any nominee for one or more of Euroclear, Clearstream, Luxembourg or another clearing system, then, in respect of any resolution proposed by the Issuer or the Trustee:

- (a) where the terms of the proposed resolution have been notified to the Noteholders through the relevant clearing system(s), each of the Issuer and the Trustee shall be entitled to rely upon approval of such resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75% in principal amount of the Notes outstanding (**Electronic Consent**). Neither the Issuer nor the Trustee shall be liable or responsible to anyone for such reliance; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer, and/or the Trustee, as the case may be, by accountholders in the clearing system with entitlements to such Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Issuer and the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, **commercially reasonable evidence** includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. None of the Issuer or the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A Written Resolution and/or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Noteholders, whether or not they participated in such Written Resolution and/or Electronic Consent.

## 12. Trustee's Power to Prescribe Regulations

Subject to all other provisions in this Trust Deed, the Trustee may, without the consent of the Noteholders, prescribe such further regulations regarding the holding of meetings and attendance and voting at them as it in its sole discretion determines including (without limitation) such requirements as the Trustee thinks reasonable to satisfy itself that the persons who purport to make any requisition in accordance with this Trust Deed are entitled to do so, to satisfy itself that persons who purport to attend or vote at a meeting are entitled to do so or to enable the holding of meetings by conference call or video conference.