

LISTING PARTICULARS

Sherlock Limited

(incorporated with limited liability in Jersey)

Series 227

USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014 (the "Notes")

Under its USD 10,000,000,000 Secured Note Programme (the "**Programme**"), Sherlock Limited (the "**Company**") may issue from time to time notes on the terms set out in the programme memorandum dated 14 November 2003 (the "**Principal Memorandum**") replacing the principal memorandum dated 17 June 1998 relating to the Master Programme for the issue of Notes by Specified Companies (the "**Programme Memorandum**"), as amended and supplemented by the Supplemental Programme relating to the Programme dated 14 November 2003 (the "**Supplemental Memorandum**"). These Listing Particulars are the Listing Particulars applicable to the issue by the Company of the Notes.

The Notes are only intended for highly sophisticated and knowledgeable investors who are capable of understanding and evaluating the risks involved in investing in the Notes. The attention of prospective investors is drawn to the sections of these Listing Particulars headed "Investor Suitability" and "Risk Factors".

The obligations of the Company under the Trust Deed and the Notes will be secured as set out herein.

Application will be made to the Irish Stock Exchange for the Notes to be admitted to the Official List and to trading on its Global Exchange Market.

The Notes will not be rated by any rating agency.

The Notes will be represented upon issue by a Temporary Global Note to be deposited with a Common Depositary for Euroclear and Clearstream, Luxembourg on or about 30 August 2012, exchangeable for a Permanent Global Note in accordance with its terms.

Credit Suisse International

The date of these Listing Particulars is 30 August 2012

The Company has taken all reasonable care to ensure that the information contained in these Listing Particulars is true and accurate in all material respects and that there are no other material facts which would make misleading any statement herein. The Company accepts responsibility for the information contained in these Listing Particulars (other than the section herein entitled "Description of the Counterparty", for which responsibility is accepted by the Counterparty as provided in these Listing Particulars) and to the best of the knowledge and belief of the Company the information contained in these Listing Particulars is in accordance with the facts and does not omit anything likely to affect the import of such information.

The delivery of these Listing Particulars at any time does not imply that any information contained herein is correct at any time subsequent to the date thereof.

The Notes are issued on the terms set out in these Listing Particulars read together with the Conditions.

These Listing Particulars do not constitute an offer of Notes and may not be used for the purposes of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Notes or the distribution of these Listing Particulars in any jurisdiction where such action is required.

In these Listing Particulars, references to "U.S. \$" and "USD" are to U.S. dollars.

TABLE OF CONTENTS

INVESTOR SUITABILITY.....	1
RISK FACTORS.....	2
TERMS AND CONDITIONS.....	11
APPENDIX 1 ADDITIONAL PROVISIONS.....	16
ANNEX 1 FORM OF COLLATERAL REPLACEMENT REQUEST NOTICE.....	24
FORM OF CREDIT DEFAULT SWAP CONFIRMATION IN RESPECT OF MARKIT CDX NORTH AMERICA HIGH YIELD INDEX SERIES 13	27
FORM OF SINGLE NAME CREDIT DEFAULT SWAP CONFIRMATION	39
ANNEX 1 SINGLE OBLIGOR TRANSACTION.....	49
FORM OF INTEREST RATE SWAP CONFIRMATION IN RESPECT OF THE SKEW SWAP TRANSACTION	54
FORM OF INTEREST RATE SWAP CONFIRMATION.....	60
DESCRIPTION OF THE COMPANY.....	65
DESCRIPTION OF THE COUNTERPARTY	67
SUBSCRIPTION AND SALE.....	68
USE OF PROCEEDS	70
DESCRIPTION OF THE SECURITY AND CUSTODY ARRANGEMENTS	72
GENERAL INFORMATION.....	73
SCHEDULE 1 BASE TERMS AND CONDITIONS OF THE NOTES.....	74

INVESTOR SUITABILITY

INVESTMENT IN THE NOTES INVOLVES POTENTIALLY SUBSTANTIAL RISKS. EACH PROSPECTIVE INVESTOR IN THE NOTES SHOULD BE FAMILIAR WITH INSTRUMENTS HAVING CHARACTERISTICS SIMILAR TO THE NOTES AND SHOULD FULLY UNDERSTAND THE TERMS OF THE NOTES AND THE NATURE AND EXTENT OF ITS EXPOSURE TO RISK OF LOSS.

Before making an investment decision, prospective investors in the Notes should conduct such independent investigation and analysis regarding the Company, the Notes, the Counterparty, the Custodian and all other relevant persons and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes. As part of such independent investigation and analysis, prospective investors in the Notes should consider carefully all the information set out in these Listing Particulars and the considerations set out below.

Investment in the Notes is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the information contained in these Listing Particulars and the merits and risks of an investment in the Notes in the context of the investor's own financial, tax and regulatory circumstances and investment objectives.

In particular, investment in the Notes is only suitable for investors who:

- (1) are capable of bearing the economic risk of an investment in the Notes for the period up until the maturity date of the Notes;
- (2) are acquiring an interest in the Notes for their own account for investment purposes, and not with a view to resale, distribution or other disposition of such interest (subject to any applicable law requiring that the disposition of the investor's property be within its control);
- (3) recognise that in case the Notes need to be sold prior to maturity, an investor may have to do so at a substantial discount from the initial price, and as a result may suffer substantial losses; and
- (4) recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all.

By purchasing an interest in the Notes, each holder of the Notes will be deemed to have represented that it is an investor who fulfils the suitability considerations outlined in these Listing Particulars.

The "Risk Factors" section of these Listing Particulars contains a summary of the main risk factors involved in an investment in the Notes and your particular attention is drawn to that section.

Credit Suisse International ("**CSI**" or the "**Arranger**") as Arranger of the issue of the Notes may, in its discretion, refuse to issue or sell Notes to any prospective investor even though that investor considers that it satisfies the foregoing suitability standards.

Further, each prospective investor should ensure that it fully understands the nature of the transaction into which it is entering and the nature and extent of its exposure to the risk of loss of all or a substantial part of its original investment.

RISK FACTORS

The purchase of Notes may involve substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Before making an investment decision, prospective purchasers of the Notes should consider carefully, in the light of their own financial circumstances and investment objectives, all the information set forth in these Listing Particulars, the Swap Agreement and, in particular, but without limitation, the considerations set out below. Such considerations are not, and are not intended to be, a comprehensive list of all considerations relevant to a decision to purchase or hold the Notes.

Any capitalised terms used but not otherwise defined in this section shall have the meanings given to them in the Conditions (as supplemented and varied in accordance with the provisions set out in the section headed "Terms and Conditions" below).

Credit Risk

The Notes are subject, *inter alia*, to the credit risk of the Collateral and the Counterparty. Any prospective purchaser should have such knowledge and experience in financial and business matters and expertise in assessing credit risk that it is capable of evaluating the merits, risks and suitability of investing in the Notes. None of the Company, the Arranger, the Dealer, the Counterparty or any of its affiliates purports to be a source of information and credit analysis with respect to any obligor of the Collateral or the Counterparty.

The ability of the Company to meet its obligations under the Notes will be dependent upon the Collateral Issuer and the Counterparty performing their obligations and making payments under the Collateral and the Swap Agreement. Accordingly, the Noteholders are exposed to the creditworthiness of the Collateral Issuer and the Counterparty.

If the Collateral Issuer does not make payment or delivery when and where due by it under the Collateral and/or if the Counterparty does not make payment or delivery when and where due by it under the Swap Agreement, the Company's ability to pay the Noteholders amounts owing to them on a timely basis or at all may be affected.

Consequently, payments due to the Noteholders may not be paid by the Company or payment may be delayed and the Noteholders will have no recourse to the Counterparty, any of its affiliates or any other entity, other than to the Counterparty through the Trustee acting on their behalf as unsecured creditors of the Counterparty.

If the Counterparty becomes insolvent, or is otherwise unable to pay its debts, the Company will have the right to terminate the Transactions under the Swap Agreement. If it does so, the Notes will fall due for redemption. If the Counterparty is unable to pay amounts due from it under the Swap Agreement, it is possible that the amount that the Company will be able to pay to the Noteholders will be substantially less than the face amount of the Notes and may be zero.

The Collateral for the Notes comprises the USD 6,000,000 Credit Suisse AG, London Branch 3 month USD LIBOR + 1.23 per cent. Senior Unsecured USD Notes due 20 December 2014 (ISIN: XS0812184637). To the extent the Company's ability to meet its obligations to the Counterparty under the Swap Agreement depends on receiving payments under the Collateral, failure of the Collateral Issuer to make payments when due may result in the Company failing to meet its obligations under the Swap Agreement. If this happens, the Counterparty may determine that a Mandatory Redemption Event has occurred under the Notes resulting in a termination of the Transactions under the Swap Agreement and redemption of the Notes.

Limitation on claims against the Company

The Notes are solely obligations of the Company and none of the Collateral Issuer, the Arranger, the Dealer or the Counterparty has any obligation to the Noteholders for payment of any amount due in respect of the Notes. The Company is a special purpose company established, *inter alia*, for the purpose of issuing notes. The Notes are limited in recourse, *inter alia*, to the Collateral held pursuant to the Custody Agreement and the Swap Agreement. Following enforcement of the Company's rights in respect

of the Custody Agreement and against the Custodian (including realisation of the Collateral), and termination of the Transactions under the Swap Agreement and enforcement of any claims against the Counterparty, there will be no other assets of the Company available to meet any outstanding claims of the Noteholders, who will bear such shortfall *pro rata* to their holdings of Notes.

The Noteholders' recourse for payment of principal and interest on this Series of Notes is limited to the proceeds of realisation of the Collateral and other Mortgaged Property and their claims are subordinate to those of the Trustee, the Principal Paying Agent and the Custodian for their expenses and remuneration and those of the Counterparty under the Swap Agreement.

If the security in respect of this Series of Notes becomes enforceable, the Collateral and other Mortgaged Property securing such Notes will be sold or realised. Not only may there be a substantial delay involved but also the Noteholders' claims under such Notes will only be payable out of those proceeds of realisation once received after the expenses and remuneration of the Trustee, the Principal Paying Agent and the Custodian have been satisfied and any amounts payable or deliverable to the Counterparty under the Swap Agreement (which will include any early termination payment which the Counterparty is entitled to be paid on termination of the Swap Agreement) have been paid or delivered in full. Accordingly, Noteholders may not receive all the principal or interest they are due with respect to the Notes they hold and cannot make any claim against the Company or any of its other assets or against any other person to recover any such shortfall. Noteholders may therefore suffer a significant loss.

You, as an investor in the Notes, should make your own investigation into the Collateral Issuer .

THE COMPANY, THE ARRANGER AND THE DEALER (I) HAVE NOT PROVIDED AND WILL NOT PROVIDE YOU WITH ANY INFORMATION OR ADVICE WITH RESPECT TO THE COLLATERAL AND (II) MAKE NO REPRESENTATION AS TO THE CREDITWORTHINESS OF THE COLLATERAL ISSUER. IN PARTICULAR, THESE LISTING PARTICULARS DO NOT CONSTITUTE INVESTMENT ADVICE AND YOU SHOULD CARRY OUT YOUR OWN ANALYSIS IN THIS REGARD.

None of the Company, the Counterparty, the Arranger, the Dealer or any of their respective affiliates assumes any responsibility for the adequacy or accuracy of any information about the Collateral Issuer contained in any publicly available filings of the Collateral Issuer. The Company, the Arranger and the Dealer may have acquired, or during the term of the Notes may acquire, non-public information with respect to the Collateral which will not be disclosed to Noteholders.

Business relationships

The Counterparty, the Arranger and the Dealer are affiliates of, and may have existing or future business relationships with, the Collateral Issuer (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that it deems or they deem necessary or appropriate to protect its or their interests arising therefrom without regard to the consequences for any Noteholder.

The Counterparty, the Arranger, the Dealer and their affiliates may deal in the Collateral and may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with, the Collateral Issuer or any other person or entity having obligations relating to the Collateral and may act with respect to such business in the same manner as each of them would had the Notes not been in issue, regardless of whether any such action might have an adverse effect on the Collateral or the position of a Noteholder or otherwise.

None of the Counterparty, the Arranger, the Dealer or any of its affiliates is committed to make any market in the Collateral or offer to buy or be required to buy back the Collateral. The Collateral is also subject to certain transfer and selling restrictions. In theory other dealers may make a secondary market for the Collateral but, if such a secondary market develops, there can be no assurance that it will continue or that it will be sufficiently liquid for the Collateral to be resold.

Therefore if the Collateral is realised prior to its stated maturity, such realisation may have to be done at a substantial discount from the par value of the Collateral, and as a result you may suffer substantial losses.

Determinations

The determination as to whether a Mandatory Redemption Event under Condition 7(b) or an Additional Early Redemption Event under Condition 7(c) has occurred shall be made by the Calculation Agent on the basis of the Conditions and without regard to any related determination by the Collateral Issuer or any action taken, omitted to be taken or suffered to be taken by any other person including, without limitation, any creditor of the Collateral Issuer.

No Reliance

Each prospective purchaser of the Notes should make its own evaluation of the interest and principal payments that it expects to receive on the Notes, and may not rely on the Company, the Arranger, the Dealer or Counterparty in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to herein.

You may suffer a loss if there is an early redemption of the Notes.

There are certain events of default, mandatory redemption events and other redemption events which may result in an early redemption of the Notes.

Events of Default with respect to the Company

It will constitute an Event of Default with respect to the Company if:

- (i) there is a default by the Company in making a payment of the Redemption Amount or Early Redemption Amount due on the Notes;
- (ii) there is a default by the Company for fourteen days or more in making any payment due on the Notes other than the Redemption Amount or Early Redemption Amount;
- (iii) the Company fails to perform any of its other obligations in relation to the Notes and if such failure is remediable, such failure continues for a period of 30 days (or longer if the Trustee permits) after notice of failure is given by the Trustee to the Company requiring the same to be remedied; and/or
- (iv) certain bankruptcy and insolvency events occur with respect to the Company.

These events will only trigger an early redemption if the Trustee exercises its discretion to call the Notes due or is told to do so by at least 20 per cent in principal amount of Noteholders or by an Extraordinary Resolution of Noteholders. However, the Conditions provide that an Event of Default with respect to the Company under the Notes shall be deemed remedied upon the giving of a Pre-enforcement Mandatory Redemption Notice in accordance with Condition 7(c)(iii). This will be treated as an early redemption event under Condition 7(c)(iii) which will not result in a right of the Trustee to enforce the security over the Mortgaged Property.

Mandatory Redemption

The Notes will be subject to mandatory early redemption in the following circumstances:

If (i) any of the Collateral forming part of the Mortgaged Property becomes repayable or becomes capable of being declared due and repayable prior to its stated date of maturity for whatever reason, or (ii) (unless the Trustee otherwise agrees in writing) there is a payment default in respect of any of the collateral forming part of the Mortgaged Property or (iii) there is a material amendment to the terms and conditions of the Collateral, the Notes may be redeemed early.

Other Redemption Events

The Notes will also be redeemed early in the following circumstances:

- (i) if the Company would suffer certain tax events in relation to its income or a withholding on income (including without limitation any withholding due to the U.S. tax legislation commonly known as the Foreign Account Tax Compliance Act) such that it could not satisfy in full its payment obligations in relation to the Notes;
- (ii) if any Transaction under the Swap Agreement is terminated early as a result of an Event of Default or a Termination Event (as each term is defined in such Swap Agreement) other than in connection with a Counterparty Optional Termination;
- (iii) if the performance of the Company's obligations under the Notes has or will become unenforceable, illegal or otherwise prohibited in whole or in part as a result of compliance with any law, rule, regulation, judgment or directive or the interpretation thereof; or
- (iv) if an Event of Default (other than if there is also an occurrence of a Calculation Agent Event) with respect to the Company under the Notes has occurred and the Calculation Agent gives notice in accordance with Condition 7(c)(iii).

Noteholders should be aware that a Transaction under the Swap Agreement is capable of early termination pursuant to specified events of default and termination events, in respect of which they will have no control. Events of default under the Swap Agreement include a failure to pay, bankruptcy and merger without assumption, and termination events under the Swap Agreement include illegality, tax event, tax event upon merger, credit event upon merger and the Notes becoming repayable in whole prior to their maturity (or in part, in which event the Transactions under the Swap Agreement shall terminate in a pro rata proportion).

Noteholders should be aware that the termination amount payable upon any such early termination shall be calculated in accordance with "Market Quotation" (as that term is defined in the 1992 ISDA Master Agreement). Noteholders should ensure they fully understand the application of these events of default and termination events, and how calculations of any termination amount will be made pursuant to the definition of "Market Quotation" before investing in the Notes.

Payments upon an Event of Default

Upon an Event of Default and the enforcement of the security pursuant to the Supplemental Trust Deed, the Notes will be redeemable in an amount equal to the amount available for redemption of such Notes by applying the portion available to the Noteholders pursuant to Condition 4(b) (Security – Application of Proceeds) of the net proceeds of enforcement of the security in accordance with Condition 4 (Security) *pari passu* and rateably to the Notes. Investors should note that Condition 4 (Security) has been amended by the Terms and Conditions of the Notes which will be set out in the Supplemental Trust Deed. The security will be enforced (subject to the Event of Default being remedied) if the Trustee exercises its discretion to call the Notes due or is requested to do so by at least 20 per cent. in principal amount of Noteholders or by an Extraordinary Resolution of Noteholders.

Further, upon enforcement of the security granted by the Company in favour of the Trustee, the rights of the Noteholders to be paid amounts due under the Notes will be subordinate to (i) any remuneration or costs, charges, expenses and liabilities (including legal fees) incurred by the Trustee, the Principal Paying Agent and the Custodian and any other amounts due to the Trustee, the Principal Paying Agent and the Custodian in respect of the Notes; and (ii) the claims of the Counterparty under the Swap Agreement. Because the Noteholders cannot claim against the Company or any of its assets (except for the assets securing these Notes) if they suffer a loss as a result – i.e., there is not enough left after prior claims have been paid out of the proceeds of realisation of the security – they will have no claim against or recourse to the Company or anyone else for that loss and any claim they might otherwise have had will be cancelled and extinguished.

Payments upon a Mandatory Redemption and/or other redemption events

Upon a Mandatory Redemption Event and/or other redemption events, the Notes will be redeemable in an amount equal to their Mandatory Redemption Amount. In particular, investors should note that the Mandatory Redemption Amount, amongst other variables, is calculated by reference to the Skew Swap Value which is determined as the aggregate termination amounts of the Skew Swap Transaction. The notional amounts of the Markit CDX North America Credit Default Swap Transaction and the Single Name Credit Default Swap Transactions are leveraged as compared to the Principal Amount of the Notes and as a consequence, the Skew Swap Value may be a significant amount relative to the Principal Amount of the Notes. Accordingly, the amount available for redemption of the Notes may be significantly less than the Principal Amount of the Notes and in some cases may be zero.

The Single Name Credit Default Swap Transactions and the Markit CDX North America Credit Default Swap Transaction in each case involves an implied leverage as compared to the principal amount of the Notes and, as a consequence, in the event such Transactions are terminated prior to the Maturity Date for any reason, the termination payment payable to the Counterparty under the Swap Agreement upon such an early termination may be a significant amount relative to the principal amount of the Notes. Such termination amount, where payable to the Counterparty, will be deducted from the Mandatory Redemption Amount payable to the Noteholders, and accordingly in certain cases the entire principal amount of the Notes may be at risk.

Further details of the Skew Swap Transaction, which comprises the Single Name Credit Default Swap Transactions, the Markit CDX North America Credit Default Swap Transaction and the Skew Swap Interest Rate Swap Transaction, are set out herein, and investors should not invest in the Notes unless they fully understand the Skew Swap Transaction, including as to when it may be terminated early and the payments payable upon such early termination.

Due to the early redemption of the Notes, the forced unwind of the Transactions under the Swap Agreement, and prevailing market conditions at the time of the early redemption, Noteholders may receive less on an early redemption than they would if such early redemption had not occurred and they had held their Notes until the Maturity Date.

Early Redemption Amount and Mandatory Redemption Amount

Noteholders should be aware that the Early Redemption Amount and the Mandatory Redemption Amount are each capped at the principal amount of the Notes plus accrued interest to the date of redemption. Accordingly, where the Collateral Value minus the Rate Swap Value and the Skew Swap Value would otherwise exceed 100 per cent. of the principal amount of the Notes, Noteholders will only be entitled to receive a maximum amount upon such early redemption equal to the amount stated above, and shall have no recourse against any party (including the Company, the Arranger, the Dealer or the Counterparty) for the balance in excess thereof. Where the Rate Swap Value and/or Skew Swap Value are deemed to be amounts payable by the Company to the Counterparty, such amounts will be subtracted from the Collateral Value in determining the Early Redemption Amount or the Mandatory Redemption Amount provided that any Early Redemption Amount or Mandatory Redemption Amount is subject to a minimum amount of zero.

You will assume all Taxation Risk if you buy any Notes.

You are solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to you in respect of the Notes. The Company will not pay any additional amounts to you to reimburse you for any tax, assessment or charge required to be withheld or deducted from payments in respect of your Notes. The Notes may be redeemed if certain tax events occur and you may suffer a significant loss as a result.

EU Savings Directive

Under the EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member

State (the member states constituting the European Union, collectively, the "**Member States**" and, each, a "**Member State**"). However, for a transitional period, Belgium, Luxembourg and Austria may instead be required (unless during that period they elect otherwise and subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date. If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Company nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Notes as a result of the imposition of such withholding tax.

Withholding on the Notes

In the event that withholding or deduction of any taxes from payments of principal or interest in respect of the Notes is required by law in any jurisdiction, the Company is not under any obligation to make additional payments to the holders of any Notes in respect of such withholding or deduction.

New U.S. Tax Law

The recently enacted U.S. tax legislation ("**New U.S. Tax Law**") includes new tax provisions commonly known as the Foreign Account Tax Compliance Act ("**FATCA**"). FATCA may impose a 30 per cent. withholding tax on payments of U.S. source interest and dividends made on or after 1 January 2014 and of gross proceeds from the sale of certain U.S. assets made on or after 1 January 2015 to a foreign financial institution (or "**FFI**") (such as the Company) that does not enter into, and comply with, an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information on its U.S. accountholders, including those holding debt or equity interests issued by the FFI. Further, FATCA may impose a withholding tax of up to 30 per cent. on gross payments due on or after 1 January 2014 under derivatives in certain circumstances. In general, an FFI is a non-US bank, non-US custodian, or a non-US entity engaged primarily in the business of investing, reinvesting, or trading in (i) securities, (ii) partnership interests, (iii) notional principal contracts, (iv) insurance annuity contracts or (v) commodities (or in a derivative position in any of the foregoing).

To avoid the withholding tax, the Company may enter into an agreement with the IRS (an "**IRS FATCA Agreement**"). An FFI that does not enter into such agreement or whose agreement is voided by the IRS will be treated as a "**non-Participating FFI**." Although the IRS has not yet announced the details, it is expected that the IRS FATCA Agreement will require the Company (or an intermediary financial institution, broker or agent (each, an "**Intermediary**") through which a beneficial owner holds its interest in a Note) to agree to (i) obtain certain identifying information regarding each Holder or beneficial owner of the Notes to determine whether such Holders or beneficial owners are U.S. persons or U.S. owned foreign entities and periodically to provide identifying information about Holders and beneficial owners to the IRS and (ii) comply with withholding and other requirements. In order to comply with its information reporting obligation under the IRS FATCA Agreement, the Company will be obliged to obtain information from all Holders or beneficial owners (not just from U.S. Holders or beneficial owners) because unless the Company can adequately identify the non-U.S. Holders and non-U.S. beneficial owners, it will be unable to identify properly (by matter of elimination) the direct and indirect U.S. Holders and beneficial owners. To the extent any payments in respect of Notes are made to a beneficial owner by an Intermediary, such beneficial owner may be required to comply with the Intermediary's requests for identifying information that would permit the Intermediary to comply with its own IRS FATCA Agreement. Any Holder or beneficial owner that fails to properly comply with the Company's or an Intermediary's requests for certifications and identifying information or, if applicable, a waiver of non-U.S. law prohibiting the release of such information to the IRS, will be treated as a "**Recalcitrant Holder**" that may be subject to a 30 per cent. U.S. withholding tax on all payments (including principal or gross proceeds) under the Notes.

If the Company or a non-U.S. Intermediary enters into an IRS FATCA Agreement, it may be required to deduct a withholding tax of up to 30 per cent. on payments (including gross proceeds and redemptions) made on or after 1 January 2017 to a Recalcitrant Holder or a Holder or beneficial owner that itself is an FFI and does not have in place an effective IRS FATCA Agreement (i.e., the Holder or beneficial owner is a non- Participating FFI). Neither the Company nor an Intermediary will make any additional payments

to compensate a Holder or beneficial owner for any amounts deducted pursuant to FATCA. It is also possible that the Company may be required to cause the disposition or transfer of Notes held by a Recalcitrant Holder and the proceeds from any such disposition or transfer may be an amount less than the then current fair market value of the Notes transferred.

If a US Intermediary makes a payment in respect of the Notes to a non-US entity, such payment may be subject to a withholding tax of up to 30 per cent. if the recipient of such payment (whether or not it is the beneficial owner of such payment) either is a non-participating FFI or does not comply with such Intermediary's request for identifying information.

In general, obligations that are outstanding as of December 31, 2012 and that are not modified and treated as reissued after December 31, 2012 for U.S. federal income tax purposes (such obligations, "**Grandfathered Obligations**") will neither be treated as U.S. assets nor subject to withholding. Obligations that are treated as equity and certain debt obligations lacking a definitive term (such as saving and demand deposits), however, are excluded from the grandfathering clause. Because the Notes likely will be treated as equity in the Company for US federal income tax purposes, they likely will not qualify for the grandfathering exemption.

If the Company decides not to enter into an IRS FATCA Agreement, the Company will be subject to a 30 per cent. withholding tax on payments of U.S. source interest and dividends made on or after 1 January 2014 and of gross proceeds from the sale of certain U.S. assets made on or after 1 January 2015 to the Company. In addition, the Company may be subject to a withholding tax of up to 30 per cent. on gross payments due on or after 1 January 2014 on one or more Transactions under the Swap Agreement. Further, the Company's failure to enter into an IRS FATCA Agreement may preclude certain of its affiliates from themselves complying with FATCA. For this purpose affiliates are generally persons or entities that possess (directly or indirectly) 50 per cent. or more common ownership. Although not clear, for purposes of this common ownership test, each series of Notes may be treated as a separate entity. Prospective investors in the Company should consult with their own tax advisors with respect to whether they may be deemed (for U.S. federal income tax purposes) to own more than 50 per cent. of both (i) the Company and (ii) other non-U.S. financial entities, since such ownership could (if the Company does not enter into an IRS FATCA Agreement) subject such other non-US entities to a 30 per cent. withholding tax, which could affect distributions to such prospective investors. Similarly, if an investor is deemed to own 50 per cent. of both the Company and another non-U.S. financial entity that is required to, but that does not, enter into an IRS FATCA Agreement, the Company may be subject to a withholding tax of up to 30 per cent.

There can be no assurance that (i) payments to the Company in respect of its assets, including the Charged Assets, and under the Swap Agreement or (ii) payments on a Note will not be subject to withholding under the New U.S. Tax Law or FATCA. If payments to the Company in respect of its assets, including the Charged Assets and under the Swap Agreement are subject to withholding, this will result in the termination of one or more Transactions under the Swap Agreement and the early redemption of the Notes in accordance with the Conditions. In addition, even if a beneficial owner of a payment complies with requests for identifying information, the ultimate payment to such beneficial owner could be subject to withholding if an Intermediary is subject to withholding for its failure to comply with FATCA. Accordingly, Noteholders should consult their own tax advisors as to the potential implication of the U.S. withholding taxes on the Notes before investing.

Legality of purchase

None of the Company, the Counterparty, the Arranger or the Dealer has or assumes responsibility for the lawfulness of a prospective purchaser's acquisition of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different) or the compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it. A prospective purchaser of Notes may not rely on the Company, the Counterparty, the Arranger, the Dealer or their affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

Conflict of Interest

Various conflicts of interest may arise from the overall investment, advisory and other activities of Credit Suisse International and its affiliates and clients. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

As Credit Suisse International or an affiliate acts in its roles as Calculation Agent, Arranger, Dealer, Collateral Issuer and as Counterparty and Calculation Agent under the Swap Agreement, conflicts of interest may arise in connection with its performance of any of these roles.

Legal Opinions

Whilst legal opinions relating to the issue of the Notes and the security taken in respect thereof have been or will be obtained with respect to the laws of England and Jersey, no such opinions have been or will be obtained with respect to any other applicable laws, any of which, depending upon the circumstances, may affect, *inter alia*, the value, validity, legal and binding effect of the security over the Mortgaged Property and the effectiveness and ranking of the security for the Notes.

The Counterparty as an arm's-length contractual counterparty

The Counterparty is merely an arm's-length contractual counterparty to the Company and is not, and will not be deemed to be, its financial adviser, agent, trustee or fiduciary.

The Collateral Issuer is not involved in the offer of the Notes in any way and has no obligation to consider your interests as a Noteholder in taking any corporate actions that might affect the value of your Notes. The Collateral Issuer may, and is entitled to, take actions that will adversely affect the value of your Notes.

Please note that the money you pay for the Notes is paid to the Company and not to the Collateral Issuer.

Independent Review and Advice

Each prospective purchaser of Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes: (i) is fully consistent with its (or, if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition; (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity); and (iii) is a fit, proper and suitable investment for it (or, if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

Liquidity

Neither the Arranger nor any of its affiliates will commit to make any market in the Notes or offer to buy or be required to buy them back. The Notes are also subject to certain transfer and selling restrictions. Therefore, you should be willing and able, in the light of your circumstances and financial resources, to hold your Notes until the Maturity Date. In theory other dealers may make a secondary market for the Notes but, if such a secondary market develops, there can be no assurance that it will continue or that it will be sufficiently liquid to allow you to resell your Notes.

Therefore if you need to sell your Notes prior to the Maturity Date, you may have to do so at a substantial discount from the initial price at which you purchased the Notes, and as a result you may suffer substantial losses.

Investors should also note that the Notes may not be transferred without the prior written consent of the Company.

Pricing of the Notes prior to the Maturity Date

If you need to sell your Notes prior to the Maturity Date, the Counterparty or the Company may but is not obliged to buy the Notes from you. However, the price, if any, at which the Counterparty or the Company will be willing to purchase the Notes from you, if at all, will likely be lower than the initial price at which you purchased the Notes. Accordingly, any sale of the Notes to the Counterparty or the Company prior to the Maturity Date may result in a substantial loss to the Noteholder.

Currency Risk

An investment in Notes denominated and payable in a foreign currency entails significant risks to a Noteholder that would not be involved if a similar investment were made in Notes denominated and payable in such Noteholder's home currency. These risks include, without limitation, the possibility of significant changes in rates of exchange between the foreign currency and such Noteholder's home currency and generally depend on economic and political events over which the Company has no control.

Index

You should note that the Skew Swap Transaction comprises the Single Name Credit Default Swap Transactions, the Markit CDX North America Credit Default Swap Transaction and the Skew Swap Interest Rate Swap Transaction. The Markit CDX North America Credit Default Swap Transaction is a credit default swap transaction in respect of Markit CDX North America High Yield Index Series 13 (the "**Markit CDX North America Index**", and the "**Index**").

You should be aware that the Counterparty will not have any liability to the Noteholders for any act or failure to act by the sponsor of the Index in connection with the calculation, adjustment or maintenance of the Index. Although the Counterparty may obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, the Counterparty will not make any representation, warranty or undertaking (express or implied) and will not accept any liability as to the accuracy, completeness and timeliness of information concerning the Index.

Collective Investment Funds (Restriction of Scope) (Jersey) Order 2000, as amended

The investments described in this document do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience of investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this document should consult his professional adviser and ensure that he fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

Financial Services (Jersey) Law 1998

Nothing in these Listing Particulars nor anything communicated to Noteholders or potential Noteholders by the Company is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Notes or the exercise of any rights attached thereto for the purposes of the Financial Services (Jersey) Law 1998, as amended.

IMPORTANT

IF IN ANY DOUBT ABOUT THE CONTENTS OF THIS SECTION, OR THE DOCUMENT AS A WHOLE, PROSPECTIVE INVESTORS SHOULD CONSULT THEIR FINANCIAL CONSULTANT, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

TERMS AND CONDITIONS

The text of the terms and conditions of the Notes (the "**Conditions**") is as set out in Schedule 1 hereto as supplemented and varied in accordance with the provisions set out below. These provisions are scheduled to the Permanent Global Note, and the terms and conditions of the Notes set out in Schedule 1 as supplemented and varied in accordance with the provisions set out below and subject to the deletion of inapplicable provisions will be endorsed on the Definitive Notes (if any). References in the Conditions to "Series Memorandum" shall be deemed to be references to "Listing Particulars".

1. Specified Company: Sherlock Limited.
2. Series Number: Series 227.
3. Denomination: USD 3,000,000.
4. Relevant Currency: U.S. Dollars.
5. Principal Amount: USD 6,000,000.
6. Issue Date: 30 August 2012.
7. Issue Price: 100.00 per cent.
8. Maturity Date: 22 December 2014, subject to Early Redemption.
9. Security:

The Company's obligations pursuant to the Trust Deed, the Notes and the Swap Agreement (as described below) are secured by an assignment by way of security of the Company's rights under (i) the Collateral, including all proceeds of, income from and sums arising under the Collateral; (ii) all assets and property of the Company deriving from such Collateral or the rights attaching to such Collateral (iii) the Agency Agreement insofar as such rights relate to the Notes and any sums related thereto; and (iv) a custody agreement dated 30 August 2012 between the Company, the Trustee, The Bank of New York Mellon as custodian (the "**Custodian**") and the Counterparty (the "**Custody Agreement**") under which the Collateral (as defined below) and sums derived therefrom or related thereto are to be held by the Custodian. The Company also charges by way of security all sums held by the Principal Paying Agent and/or the Custodian (if any) to meet payments due in respect of the Notes and/or the Swap Agreement. In each case above, the assignment is in favour of the Trustee for the benefit of itself and the Noteholders, and the Counterparty.

The Company's obligations under the Trust Deed and the Notes are also secured by an assignment by way of security of the Company's rights under the Swap Agreement in favour of the Trustee for the benefit of itself and the Noteholders, subject to an assignment by the Company to The Bank of New York Mellon in its capacity as Principal Paying Agent of the Company's right to receive sums due from the Counterparty under the Swap Agreement.

For the purposes of Condition 4(b), the net proceeds of the Mortgaged Property realised by the Trustee

shall be applied in accordance with "Other Priority". "Other Priority" means "Counterparty Priority" save that any remuneration or costs, charges, expenses and liabilities (including legal fees) incurred by the Trustee, the Principal Paying Agent and the Custodian and any other amounts due to the Trustee, the Principal Paying Agent and the Custodian in respect of the Notes rank prior to any claim of the Counterparty under the Swap Agreement, as further described in the Trust Deed.

10. Collateral:

The Collateral is USD 6,000,000 3 month USD LIBOR + 1.23 per cent. Senior Unsecured USD Notes issued by the Collateral Issuer due 20 December 2014 (ISIN: XS0812184637) (the "**Collateral**");

where:

"**Collateral Issuer**" means Credit Suisse AG, London Branch. The registered head office of Credit Suisse AG is located at Paradeplatz 8, CH-8001, Zurich, Switzerland and the telephone number is +41 44 333 11 11. The London branch is located at One Cabot Square, London E14 4QJ, England and the telephone number is +44 207 888 8888. Credit Suisse AG, London Branch has debt securities admitted to the Official List of the Irish Stock Exchange and admitted to trading on its regulated market.

Following any exercise of the Noteholder Collateral Replacement Option in accordance with Additional Provision 2, the Collateral for the Notes will be all Replacement Collateral held by the Custodian on behalf of the Company and Collateral Issuer will refer to each obligor with respect to the relevant Collateral.

The governing law of the Collateral is English law.

11. Swap Agreement:

The Company and the Counterparty have entered into a swap agreement pursuant to the 1992 ISDA Master Agreement and schedule thereto (the "**Master Agreement**") between Credit Suisse International (formerly Credit Suisse First Boston International) (the "**Counterparty**") and BOATS Rated Investments (Jersey) Limited, which the Company has agreed to be bound by pursuant to an amended and restated acceptance deed dated as of 14 November 2003 pursuant to which the parties will enter into:

- (i) a confirmation between the Counterparty and the Company pursuant to which, amongst others, the Counterparty will make interim payments of amounts based on 3 month USD LIBOR + 1.00 per cent. per annum on each Interest Payment Date, in consideration of which the Company shall make interim payments to the Counterparty of amounts based on 3 month USD LIBOR + 1.23 per cent. per annum (the "**Interest Rate Swap Transaction**"); and

- (ii) (a) a confirmation between the Company and the Counterparty in respect of a series of single name credit default swap transactions relating to the Notes (the "**Single Name Credit Default Swap Transactions**"); (b) a confirmation between the Company and the Counterparty in respect of a credit default swap transaction relating to Markit CDX North America High Yield Index Series 13 (the "**Markit CDX North America Credit Default Swap Transaction**"); and (c) a confirmation in respect of an interest rate swap transaction under which, amongst others, the Counterparty will pay 1.00 per cent per annum on the aggregate principal amount of the Notes on each Interest Payment Date (the "**Skew Swap Interest Rate Swap Transaction**") and, together with the Single Name Credit Default Swap Transactions and the Markit CDX North America Credit Default Swap Transaction, the "**Skew Swap Transaction**") (the Master Agreement, the Skew Swap Transaction and the Interest Rate Swap Transaction, collectively, the "**Swap Agreement**".)

12. Interest Basis: The Interest Rate Basis is Floating Rate.
13. Interest Commencement Date: Issue Date.
14. Fixed Rate Note Provisions: Not Applicable.
15. Floating Rate Note Provisions: Applicable. Interest accrued during an Interest Accrual Period shall be payable on the Interest Payment Date falling immediately after the Interest Period Date on which such Interest Accrual Period ends.
- (i) Interest Payment Dates: 22 March, 22 June, 22 September and 22 December in each year, commencing on 22 September 2012, to and including the Maturity Date, subject in each case to adjustment in accordance with the Business Day Convention.
- (ii) Interest Period Dates: 20 March, 20 June, 20 September and 20 December in each year, commencing on 20 September 2012, to and including 20 December 2014, subject in each case to adjustment in accordance with the Business Day Convention.
- (iii) Interest Rate: ISDA Rate.
- For the purposes hereof, "**ISDA Definitions**" (as defined in Condition 6(i)) shall be replaced by the following:
- "means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., as amended, supplemented or restated from time to time up to the Issue Date."

- (iv) (a) Floating Rate Option: USD-LIBOR-BBA.
- (b) Designated Maturity: Three months provided "Linear Interpolation" shall apply to the first Interest Accrual Period.
- (c) Reset Dates: The first day of each Interest Period.
- (v) Margin: 2.00 per cent.
- 16. Day Count Fraction: Actual/360.
- 17. Business Day Convention: Following.
- 18. Interest Cessation Date:

If a Mandatory Redemption Event or other early redemption event (as specified in Conditions 7(b) and 7(c)) (each as amended herein) as set out in Appendix 1 (Additional Provisions) occurs, interest shall cease to accrue on the Notes from (and including) the Interest Payment Date immediately preceding the relevant Mandatory Redemption Event Determination Date or, as the case may be, Additional Early Redemption Event Determination Date (or, if such date precedes the first Interest Payment Date, the Interest Commencement Date).

No interest shall be payable in respect of any period after the Maturity Date.
- 19. Calculation Agent: Credit Suisse International.
- 20. Redemption Amount on Maturity Date: In respect of each Note, its pro rata proportion of an amount equal to the aggregate principal amount of the Notes outstanding on the Maturity Date (to the extent not separately paid).
- 21. Early Redemption Amount or Redemption Amount on early redemption:
 - (i) For the purposes of Conditions 7(b) and 7(c) (each as amended herein), in respect of each Note, the Early Redemption Amount shall be a *pro rata* proportion of an amount equal to the Mandatory Redemption Amount (as detailed in Additional Provision 1).
 - Notwithstanding the foregoing, in no circumstances shall the Early Redemption Amount payable in respect of each Note exceed an amount equal to the aggregate principal amount of the Note plus interest (to the extent not separately paid) that would, but for the operation of Condition 7(b) or 7(c), have accrued in respect of such Note up to (but excluding) the Mandatory Early Redemption Date or Additional Early Redemption Date as the case may be.
 - (ii) For the purposes of Condition 9, in respect of each Note, the Redemption Amount shall be the *pro rata* proportion of an amount equal to the net proceeds of enforcement of Security for the Notes in accordance with Condition 4.

Notwithstanding the foregoing, an Event of

Default with respect to the Company under the Notes shall be deemed remedied upon the giving of a Pre-enforcement Mandatory Redemption Notice in accordance with Condition 7(c)(iii). The Notes shall fall due for redemption in accordance with the terms of Condition 7(b) as if such Event of Default were a Mandatory Redemption Event and this will not result in a right of the Trustee to enforce the security over the Mortgaged Property. In addition, in no circumstances shall the Redemption Amount payable in respect of each Note pursuant to Condition 9 exceed an amount equal to the aggregate principal amount of the Note plus interest (to the extent not separately paid) that would have accrued in respect of such Note up to (but excluding) the date on which the Redemption Amount is paid. No interest shall be payable in respect of any period after the Maturity Date.

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| 22. | Early Redemption: | As specified in "Provisions relating to Mandatory Redemption" in Additional Provision 1 in Appendix 1. |
| 23. | Relevant Business Day Centres: | London, New York and Taipei. |
| 24. | Form of Notes: | Bearer. |
| 25. | Listing: | Application will be made to the Irish Stock Exchange for the Notes to be admitted to the Official List and to trading on its Global Exchange Market. |
| 26. | Rating: | The Notes are unrated. |
| 27. | Exchange: | |
| | (i) Notes to be represented on issue by: | Temporary Global Note, exchangeable for Permanent Global Note in accordance with its terms. |
| | (ii) Applicable TEFRA exemption: | D Rules. |
| | (iii) Permanent Global Note: | Bearer. |
| 28. | Additional Provisions: | See Appendix 1 (Additional Provisions) below. |

APPENDIX 1

ADDITIONAL PROVISIONS

1. Provisions relating to Mandatory Redemption

- 1.1 Condition 7(b) (as set out in Schedule 1 hereto) shall be deleted in its entirety and replaced with the following:

"(b) Mandatory Redemption

If a Collateral Event occurs, all such Collateral which has become so repayable together with all remaining Collateral, forming part of the Mortgaged Property (which may or may not form obligations of the same person as those which have become repayable or in respect of which there has been such a payment default or an amendment to the terms and conditions) shall be deemed to have become immediately repayable (the **"Repayable Assets"**) (a **"Mandatory Redemption Event"**). In the event that the Calculation Agent, in its sole and absolute discretion, determines that a Mandatory Redemption Event has occurred (such date of determination, the **"Mandatory Redemption Event Determination Date"**), it shall, within three Relevant Business Days of the Mandatory Redemption Event Determination Date or as soon as reasonably practicable, notify such determination to the Company, the Custodian, the Counterparty, the Trustee, the Principal Paying Agent and the Noteholders in accordance with the terms and conditions of the Notes (such date of notification, the **"Mandatory Redemption Event Notice Date"**). Each Note shall be redeemed in full at an amount equal to a *pro rata* portion of the Mandatory Redemption Amount on the tenth Relevant Business Day after the Mandatory Redemption Event Notice Date (such date the **"Mandatory Early Redemption Date"**). The Maturity Date shall be brought forward to fall on the Mandatory Early Redemption Date.

Interest shall cease to accrue on the principal amount of Notes from and including the Interest Cessation Date. Provided that no Calculation Agent Event has occurred and is continuing, the occurrence of a Mandatory Redemption Event under this Condition 7(b) will not result in a right of the Trustee to enforce the security over the Mortgaged Property."

- 1.2 Condition 7(c) (as set out in Schedule 1 hereto) shall be deleted in its entirety and replaced with the following:

"(c) Redemption for taxation and other reasons

- (i) If the Company, on the occasion of the next payment due in respect of the Notes, would be required by Jersey law or any other law or regulation (including without limitation FATCA) to withhold or account for tax or would suffer tax or, due to Jersey law or any other law or regulation (including without limitation FATCA), would be subject to a withholding of any amount in respect of its income so that it would be unable to make payment of the full amount due (an **"Additional Early Redemption Event"**), the Calculation Agent upon becoming aware of the same (such date, the **"Additional Early Redemption Event Determination Date"**) shall give notice of it to the Counterparty, the Custodian, the Trustee and the Principal Paying Agent within three Relevant Business Days from the Additional Early Redemption Event Determination Date or as soon as reasonably practicable (such date of notification, the "Additional Early Redemption Event Notice Date"). The Notes shall be redeemed in full on the tenth Relevant Business Day after the Additional Early Redemption Event Notice Date (such date the **"Additional Early Redemption Date"**). For the purposes of these Conditions, **"FATCA"** means Sections 1471 to 1474 (inclusive) of the Internal Revenue Code of 1986, as amended, and any regulations thereunder or official interpretations thereof.

The Company shall redeem each Note on a *pro rata* basis at the Mandatory Redemption Amount. The Maturity Date shall be brought forward to fall on the Additional Early Redemption Date.

Interest shall cease to accrue on the principal amount of Notes from and including the Interest Cessation Date.

- (ii) If (x) any Transaction under the Swap Agreement is terminated as a result of an Event of Default or a Termination Event (as each term is defined in the Swap Agreement) save for a Counterparty Optional Termination (as defined in the Swap Agreement); or (y) the Company's performance of its obligations under the Notes or any arrangements made to hedge its position under the Notes have or will become unlawful, illegal, or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof (an "**Additional Early Redemption Event**"), then the Calculation Agent shall (i) upon the Company providing notice to the Calculation Agent of the same; or (ii) upon receipt of written advice of Jersey Counsel (as defined herein) confirming the same notify its determination as to the occurrence of any event in (x) and/or (y) above (such date of determination also, an "**Additional Early Redemption Event Determination Date**") to the Counterparty, the Custodian, the Principal Paying Agent, the Trustee and the Noteholders in accordance with the terms and conditions of the Notes within three Relevant Business Days from the Additional Early Redemption Event Determination Date (such date of notification, the "Additional Early Redemption Event Notice Date"). The Notes shall be redeemed by the Company in full on the tenth Relevant Business Day after the Additional Early Redemption Event Notice Date (such date also, an "**Additional Early Redemption Date**"), and each Note shall be redeemed on a pro rata basis at the Mandatory Redemption Amount. The Maturity Date shall be brought forward to fall on the Additional Early Redemption Date.

For these purposes, "**Jersey Counsel**" means Mourant Ozannes or any other law firm in Jersey reasonably acceptable to the Calculation Agent.

Interest shall cease to accrue on the principal amount of Notes from and including the Interest Cessation Date.

- (iii) At any time after the occurrence of an Event of Default under the Notes as determined by the Calculation Agent in its sole and absolute discretion, provided that no Calculation Agent Event has occurred and is continuing, the Calculation Agent may give notice (such notice, a "**Pre-enforcement Mandatory Redemption Notice**") of such determination (such date of determination also, a "**Pre-enforcement Mandatory Redemption Event Determination Date**") to the Counterparty, the Custodian, the Trustee, the Principal Paying Agent and the Noteholders in accordance with the terms and conditions of the Notes (such date of notification, the "**Pre-enforcement Mandatory Redemption Event Notice Date**"). Upon giving the Pre-enforcement Mandatory Redemption Notice, the relevant Event of Default shall be deemed remedied and cease to be an Event of Default under Condition 9. Additionally, the Notes shall fall due for redemption in accordance with the terms of Condition 7(b) as if such Event of Default were a Mandatory Redemption Event (being redemption of the Notes at the Mandatory Redemption Amount on the Mandatory Early Redemption Date), and such Pre-enforcement Mandatory Redemption Event Determination Date and Pre-enforcement Mandatory Redemption Event Notice Date were Mandatory Redemption Event Determination Date and Mandatory Redemption Event Notice Date respectively. For the purposes of these Conditions, "**Calculation Agent Event**" means where the Calculation Agent is also the Counterparty under the Swap Agreement, all the Transactions under the Swap Agreement are terminated and the Counterparty is the Defaulting Party or the sole Affected Party (as the terms "Defaulting Party" and "Affected Party" are defined in the Swap Agreement).

Provided that no Calculation Agent Event has occurred and is continuing, the occurrence of a Mandatory Redemption Event or an Additional Early Redemption Event under this Condition 7(c) will not result in a right of the Trustee to enforce the security over the Mortgaged Property."

"**Collateral Event**" means the occurrence of any one or more of the following events: (i) an event of default, howsoever defined in the terms and conditions of the Collateral; (ii) any of the Collateral becoming repayable or becoming capable of being declared due and payable prior to

its stated date of maturity for whatever reason; (iii) any modification being made to the terms and conditions of the Collateral in a form that binds all holders of the Collateral, including but not limited to a reduction of interest, principal or premium payable, and/or postponement or other deferral of any scheduled interest, principal or premium payment dates, as determined by the Calculation Agent in its sole and absolute discretion; and/or (iv) the Collateral Issuer withholds or is obliged by any law or regulation to withhold any amount of principal or interest such that the Company does not or will not receive the scheduled amount of principal and/or interest in full on any date such amount is due and payable in accordance with the terms and conditions of the Collateral.

"Collateral Value" means the value of the Collateral in USD, as determined by the Counterparty at around 11.00 am (London time) on the fifth Relevant Business Day after (i) the Mandatory Redemption Event Notice Date or (ii) the Additional Early Redemption Event Notice Date, as the case may be, being the highest of the firm bid quotes obtained by the Counterparty from 3 dealers for the entire principal amount of the Collateral, after deduction for any related costs, expenses or fees as determined by the Counterparty in its sole and absolute discretion, provided that, in the event that it is not commercially reasonable for the Counterparty to obtain firm bid quotes for the Collateral, the Collateral Value shall be an amount determined by the Counterparty in its sole and absolute discretion; provided, further, that if: (x) (i) some or all of the Collateral becomes due and repayable prior to its stated date of maturity or other date or dates for its repayment or payment in each case whether or not by reason of event of default (howsoever described); and (ii) the proceeds in connection therewith have been received by, or on behalf of, the Company or (y) the Company is required to deliver liquidation proceeds of part or all of the Collateral, as a Party B Final Exchange Amount under the Skew Swap Interest Rate Swap Transaction, to the Counterparty; then the USD equivalent of the currency amount of such proceeds in either case shall be deemed the market value of the portion of the Collateral such proceeds represent for the purposes of determining "Collateral Value".

"Early Redemption Date" means a Mandatory Early Redemption Date and/or an Additional Early Redemption Date.

"Mandatory Redemption Amount" means an amount equal to the Collateral Value minus the Mandatory Redemption Unwind Costs, subject to a minimum amount of zero (0) and a maximum of the aggregate principal amount outstanding of the Notes plus the interest (to the extent not separately paid) that would, but for the operation of Condition 7(b) or 7(c), have accrued in respect of the Notes up to (but excluding) the relevant Mandatory Early Redemption Date or the Additional Early Redemption Date as the case may be.

"Mandatory Redemption Unwind Costs" means the aggregate of:

- (i) the Skew Swap Value;
- (ii) the Rate Swap Value; and
- (iii) all legal and other ancillary costs (including any costs in relation to the realisation of the Collateral) (as a positive number) incurred (or which could have been incurred had the Collateral been realised) by the Company, the Trustee or the Counterparty as a result of the Notes becoming subject to mandatory redemption under Condition 7(b) or 7(c) (each as amended hereby).

"Rate Swap Value" means the net amount payable upon early termination of the Interest Rate Swap Transaction, determined in accordance with "Market Quotation" (as such term is defined in the 1992 ISDA Master Agreement). If the net amount so determined is payable by the Company to the Counterparty, then the Rate Swap Value shall be deemed to be a positive number, and if the amount so determined is payable by the Counterparty to the Company, then the Rate Swap Value shall be deemed to be a negative number. Without prejudice to any maximum amount in the definition of "Mandatory Redemption Amount", the obligations of the parties under the Interest Rate Swap Transaction shall be deemed to continue to the Scheduled Termination Date (as defined in the Interest Rate Swap Transaction) for the purpose of determining the Rate Swap Value.

"Skew Swap Value" means the aggregate net amount payable upon the early termination of each Skew Swap Transaction, calculated as the sum of each termination amount payable upon

the early termination of each Skew Swap Transaction determined in accordance with "Market Quotation" (as such term is defined in the 1992 ISDA Master Agreement). If the aggregate net amount so determined is payable by the Company to the Counterparty, then "Skew Swap Value" shall be deemed to be a positive number, and if the amount so determined is payable by the Counterparty to the Company, then Skew Swap Value shall be deemed to be a negative number. The Skew Swap Value shall be determined by the Calculation Agent in its sole and absolute discretion, provided that in making such determination, the Calculation Agent shall not have regard to the Final Exchange provisions of the Skew Swap Interest Rate Swap Transaction. Without prejudice to any maximum amount in the definition of "Mandatory Redemption Amount", the obligations of the parties under the Skew Swap Interest Rate Swap Transaction shall be deemed to continue to the Scheduled Termination Date (as defined in the Skew Swap Interest Rate Swap Transaction) for the purpose of determining the Skew Swap Value.

"Transaction" shall have the meaning given to it under the Swap Agreement; and

"Transactions" shall be construed accordingly.

- 1.3 The Calculation Agent shall determine in its sole and absolute discretion, in good faith and in a commercially reasonable manner if the Notes have become subject to mandatory redemption under Condition 7(b) or 7(c), which determination shall be conclusive and binding on the Company, the Trustee, the Custodian, the Counterparty, the Noteholders, the Principal Paying Agent and all other persons and no liability shall attach to the Counterparty in respect thereof. The Calculation Agent shall have no obligation to monitor whether a Mandatory Redemption Event or an Additional Early Redemption Event has or may have occurred or be subsisting.
- 1.4 The Mandatory Redemption Amount and Early Redemption Amount shall be determined by the Calculation Agent in its sole and absolute discretion and in good faith, which determination shall, in the absence of manifest error, be conclusive and binding on all parties.

The payment of the Early Redemption Amount in respect of each Note determined as set forth above shall be in full satisfaction of all claims whether of principal, interest or otherwise accruing due at any time in respect of the Notes, whether before or after such date.

- 1.5 Condition 7(o) is added after Condition 7(n) for the purposes of the Notes:

"(o) Suspension of Payments

- (i) Notwithstanding any other provisions in these Conditions, if the Counterparty, in its sole and absolute discretion, determines under the Skew Swap Interest Rate Swap Transaction and/or the Interest Rate Swap Transaction that the Collateral Issuer shall have failed to make any payment under the Collateral on the originally scheduled date for such payment or in the originally scheduled amount of such payment, no payment of principal or interest on the Notes shall be made by the Company during the applicable Collateral Grace Period (as defined below), unless the Counterparty, in its sole and absolute discretion, determines under the Skew Swap Interest Rate Swap Transaction and/or the Interest Rate Swap Transaction that such failure has been remedied by the Collateral Issuer prior to the end of such Collateral Grace Period. The Company shall notify the Noteholders of any such suspension of payment during the applicable Collateral Grace Period. Notwithstanding the foregoing, if the Counterparty, in its sole and absolute discretion, determines under the Skew Swap Interest Rate Swap Transaction and/or the Interest Rate Swap Transaction that the Collateral Issuer shall have remedied such failure prior to the end of such Collateral Grace Period, the balance of the principal or interest that would otherwise have been payable shall be due on the second Relevant Business Day after the date on which the Counterparty determines under the Skew Swap Interest Rate Swap Transaction and/or the Interest Rate Swap Transaction that such failure has been remedied. In determining whether a payment failure has (or may have) occurred, the Counterparty may, without limitation, rely on evidence of non-receipt of funds. Nothing herein shall require a payment in respect of the Notes on a date earlier than it would otherwise be due. Noteholders and Couponholders shall not be entitled to a further payment

of any nature as a consequence of the fact that payment of principal or interest is postponed pursuant to this paragraph.

For the purposes of these Conditions, a "**Collateral Grace Period**" means the applicable grace period with respect to payments as set out in the terms and conditions of the Collateral on the Issue Date (without regard to any amendments thereafter).

- (ii) Notwithstanding any other provisions in these Conditions, if the Counterparty, in its sole and absolute discretion, determines under the Skew Swap Interest Rate Swap Transaction and/or the Interest Rate Swap Transaction that facts exist which may or would with the passing of time (assuming the expiration of any applicable Collateral Grace Period) amount to a Collateral Event, then no payment of principal or interest shall be made by the Company in respect of the Notes during the Suspension Period (as defined in the Skew Swap Interest Rate Swap Transaction). If at any time during the Suspension Period the Calculation Agent, in its sole and absolute discretion, determines that a Mandatory Redemption Event or an early redemption event has occurred, then the provisions of Condition 7(b) and Condition 7(c) and the terms set out under "Early Redemption Amount or Redemption Amount on early redemption" in paragraph 21 above shall apply. If on the final Relevant Business Day of the Suspension Period no such determination and designation has been made, then the balance of the principal or interest (if any) that would otherwise have been payable in respect of the Notes shall be due on the second Relevant Business Day after the final Relevant Business Day of the Suspension Period. Noteholders or Couponholders shall not be entitled to a further payment as a consequence of the fact that payment of principal or interest is postponed pursuant to this paragraph.

1.6 Condition 7(p) is added at the end of Condition 7 for the purposes of the Notes:

"(p) *Sale of Collateral*

If at any time:

- (i) an Additional Early Redemption Event under Condition 7(c)(ii)(x) occurs due to a Transaction under the Swap Agreement being terminated in circumstances where the Counterparty is neither the Defaulting Party nor the sole Affected Party;
- (ii) a delivery of the Collateral by the Company to the Counterparty under the Swap Agreement becomes impossible, impracticable or illegal; or
- (iii) in other circumstances where it becomes necessary for the Company to sell the Collateral to meet its obligations under the Notes and/or the Swap Agreement,

the Company shall effect the sale of the Collateral pursuant to Clause 3.7 of the Custody Agreement."

1.7 Condition 17 shall be renumbered as Condition 17(a) and the following sentence shall be added to the end of Condition 17(a) for the purposes of the Notes:

"For the purposes of this Condition 17(a), any withholding imposed pursuant to FATCA shall be deemed to be required by applicable law."

1.8 A new Condition 17(b) shall be added after Condition 17(a) as follows:

"Each holder and beneficial owner of Notes shall provide the Company and the Principal Paying Agent with such documentation, information or waiver as may be requested by the Company and the Principal Paying Agent in order for the Company and the Principal Paying Agent to comply with any obligations it may have under FATCA and under any agreement entered into by

the Company and the Principal Paying Agent pursuant to, or in respect of, FATCA. Each holder and beneficial owner of the Notes further agrees and consents that in respect of FATCA the Company and the Principal Paying Agent may, but is not obliged and owes no duty to any person to, enter into an agreement with the U.S. Internal Revenue Service in such form as may be required to avoid the imposition of withholding under FATCA on payments made to the Company. In connection therewith, the Company may make such amendments to the Notes and the Swap Agreement as are necessary to enable the Company and/or the Principal Paying Agent to enter into, or comply with the terms of, any such agreement."

2. **Noteholder Collateral Replacement Option**

Noteholders together holding more than 50 per cent. of the outstanding principal amount of the Notes (the "**Proposing Noteholders**") may request that the Collateral is replaced with Replacement Collateral (subject to compliance with the Replacement Collateral Criteria) (the "**Proposed Replacement**") by (i) delivery of a Collateral Replacement Request Notice at any time from, and including, the Issue Date to, but excluding, the date that is 20 Relevant Business Days prior to the Maturity Date to the Company, the Calculation Agent, the Principal Paying Agent, the Counterparty, the Custodian and the Trustee (the "**Transaction Parties**") and (ii) compliance with the procedure set out below.

2.1 **Noteholder Collateral Replacement Option Procedure**

- (A) Within five relevant Business Days of receipt of the Collateral Replacement Request Notice, the Calculation Agent, acting on behalf of the Company, will determine (i) whether the Replacement Collateral is Eligible Collateral and, if so, (ii) all costs and expenses that will be incurred by the Transaction Parties in relation to such replacement (the "**Replacement Cost**"). For the avoidance of doubt, the Trustee shall not be responsible for monitoring that the Replacement Collateral Criteria (as defined below) are met, nor for monitoring the determinations of the Calculation Agent under this paragraph.
- (B) In accordance with (A) above if the Calculation Agent determines that:
 - (1) the Replacement Collateral is not Eligible Collateral then it will notify the Proposing Noteholders and the Transaction Parties of such decision and no further action shall be taken regarding the Proposed Replacement; or
 - (2) the Replacement Collateral is Eligible Collateral then it will deliver a Collateral Replacement Acceptance Notice to all Noteholders and the Transaction Parties.
- (C) On receipt of the Collateral Replacement Acceptance Notice the Proposing Noteholders shall, within five Relevant Business Days of the date of such Collateral Replacement Acceptance Notice (the "**Collateral Replacement Date**"):
 - (1) deliver the Replacement Collateral to or to the order of the Company to the account notified by or on behalf of the Company upon request by a relevant Noteholder and the Custodian shall confirm receipt of the collateral to the Calculation Agent; and
 - (2) pay the Replacement Cost as determined by the Calculation Agent to such Transaction Party (who will confirm such payment to the Calculation Agent) and to such account as is notified by the Calculation Agent.
- (D) If the confirmations in (C)(1) and (2) above are:
 - (1) received within the time limit set out in (C) above, (i) the Calculation Agent shall notify the Company of such receipt and (ii) the Proposed Replacement shall be made and the Existing Collateral shall cease to form the Collateral and the Replacement Collateral shall be deemed to be the Collateral, and the Calculation Agent shall, on behalf of the Company, direct the Custodian to deliver the

Existing Collateral to the account of the Proposing Noteholders specified in the Collateral Replacement Request Notice and; or

- (2) not received within the time limit set out in (C) above, the Proposed Replacement shall be void and (i) any Replacement Collateral delivered to the Custodian in accordance with (C)(1) shall be returned to the Proposing Noteholders by the Custodian following instruction from the Calculation Agent acting on behalf of the Company and (ii) any Replacement Cost paid to any Transaction Party in accordance with (C)(2) above shall be returned by such Transaction Party (unless already incurred by such Transaction Party) and, for the avoidance of doubt, no interest shall be due on such amount, provided that: (i) if a Replacement Collateral Disruption Event occurs, redelivery of the Replacement Collateral shall be on the first succeeding day on which redelivery can take place following the cessation of the Replacement Collateral Disruption Event (as determined by the Calculation Agent) and no amount shall be payable by any party to the Proposed Noteholders in respect of any such delay; and (ii) the Custodian shall only be obliged to redeliver the Replacement Collateral if the Proposing Noteholders pay any costs associated with such redelivery.

Where:

"Collateral Replacement Acceptance Notice" means a notice from the Calculation Agent to the Noteholders confirming that the Replacement Collateral is Eligible Collateral and confirming (i) the Collateral Replacement Date, (ii) the Replacement Costs and (iii) the Custodian's account into which the Eligible Collateral must be delivered.

"Collateral Replacement Request Notice" means a notice in the form set out at Annex 1 hereto, specifying (a) the Replacement Collateral and (b) the contact details and details of the cash and securities accounts for the Proposing Noteholders, and including evidence satisfactory to the Calculation Agent of the Proposing Noteholders' holding of the Notes, which shall include evidence as to the nominal amount held in the Proposing Noteholders' Euroclear/Clearstream account.

"Eligible Collateral" means obligations that comply with the Replacement Collateral Criteria.

"Eligible Issuer" means Credit Suisse AG or any of its affiliates or any other issuer approved by the Calculation Agent from time to time.

"Replacement Collateral Criteria" means, in respect of any Replacement Collateral:

- (i) that such obligations have the same status, currency, denomination and maturity as the obligations then comprising the Collateral (the **"Existing Collateral"**);
- (ii) that such obligations have a rating from the same rating agency equal to or better than the rating applicable to the Existing Collateral;
- (iii) that interest accrues on the Replacement Collateral on the same interest basis as on the Existing Collateral (and, in the case of floating rate obligations, is calculated upon the same benchmark rate), and the rate of interest payable on the Replacement Collateral is not lower than the rate of interest in respect of the Existing Collateral;
- (iv) that such obligations are not amortising, partly paid, callable or puttable obligations;
- (v) that, at the time of determination, the price of Replacement Collateral, as determined by the Calculation Agent, is not more than 0.5% greater or lesser than the price of the Existing Collateral;
- (vi) that the issuer of the Replacement Collateral is an Eligible Issuer;
- (vii) that the Counterparty is satisfied that payments in respect of such Replacement Collateral shall not be subject to any withholding tax;

- (viii) that the Noteholder is the legal owner of the Replacement Collateral with full title guarantee, and has the right to transfer all rights, title and interest in such Replacement Collateral;
- (ix) that the Replacement Collateral is not subject to any lien or encumbrance;
- (x) that the Replacement Collateral is clearable through Euroclear and is not issued by an entity or from a jurisdiction with which the Company, the Custodian or the Counterparty is prohibited from having business dealings; and
- (xi) that replacement with such Replacement Collateral would not be in breach of any laws applicable to the Counterparty, the Company or such Replacement Collateral.

"Replacement Collateral" means the obligations specified as such in the Collateral Replacement Request Notice.

"Replacement Collateral Disruption Event" means an event beyond the control of the Company or the Custodian (including illiquidity in the market for the Replacement Collateral or any legal prohibition or material restriction imposed by any law, order or regulation on the ability of the Custodian to transfer or deliver the Replacement Collateral) as a result of which, in the opinion of the Calculation Agent, delivery of the Replacement Collateral by or on behalf of the Custodian is illegal or is not practicable or as a result of which the relevant clearing system cannot clear the transfer of the relevant Replacement Collateral.

3. **Selling and Transfer Restrictions**

- 3.1 The Notes may not be sold offered or issued to Taiwan resident investors unless they are made available outside Taiwan for purchase by such investors outside Taiwan.
- 3.2 The Notes may not be transferred without the prior written consent of the Company.

4. **Index Disclaimer**

Noteholders should be aware that the Notes are not sponsored, endorsed, sold or promoted by any Index or the sponsor(s) thereof and that no sponsor of any Index makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of an Index and/or the levels at which such Index stands at any particular time on any particular date or otherwise. No Index or the sponsor thereof shall be liable (whether in negligence or otherwise) to any person for any error in any Index and no sponsor of any Index is under an obligation to advise any person of any error therein. No sponsor of any Index makes any representation whatsoever, whether express or implies, as to the advisability of purchasing or assuming any risk in connection with the Notes.

5. **Governing Law**

The Notes (and any dispute, controversy, proceedings or claim of whatever nature (whether contractual, non contractual or otherwise) arising out of or in connection or in any way relating to the Notes or their formation) shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**"), the Company hereby irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts whether on the ground that the Proceedings have been brought in an inconvenient forum or otherwise. For such purposes the Company irrevocably appoints Sanne Securitisation Limited at its offices in London currently at New Bridge Street House, 30-34 New Bridge Street, London EC4V 6BJ as its agent to receive service of process on its behalf in any Proceedings before such courts. Nothing shall affect the right to serve process in any other manner permitted by law.

ANNEX 1

FORM OF COLLATERAL REPLACEMENT REQUEST NOTICE

Form of Collateral Replacement Request Notice

To: **Sherlock Limited (the "Company")**
13 Castle Street
St Helier
Jersey JE4 5UT

Attention: The Board of Directors
(c/o the Company Secretary)

Fax: + 44 (0)1534 769770

To: **Credit Suisse International (the "Counterparty" and the "Calculation Agent")**
One Cabot Square
London E14 4QL

Attention: [•]
Fax: [•]

To: **The Bank of New York Mellon (the "Custodian" and the "Trustee")**
One Canada Square
London E14 5AL

Attention: Corporate Trust Administration, Trustee Administration Manager
Fax: 0207 964 2532

[Date]

Dear Sirs

Collateral Replacement Request in relation to the Sherlock Limited Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014 (ISIN: XS0811138402) (the "Notes")

- 1.1 We refer you to the Notes, which were constituted and issued pursuant to a supplemental trust deed dated 30 August 2012 entered into between Credit Suisse International (the "**Counterparty**"), Sherlock Limited (the "**Company**"), and together with the Counterparty, the "**Parties**") and the Bank of New York Mellon.
- 1.2 Expressions defined in the Terms and Conditions of the Notes shall have the same meanings when used herein save to the extent supplemented and modified hereby.
- 1.3 We attach at Annex 1 hereto a Euclid screenshot evidencing that, as of the date hereof, we are the holder of more than 50 per cent. of the outstanding principal amount of the Notes (the "**Noteholder**"), or other appropriate evidence as to the nominal amount held in the our Euroclear/Clearstream account.
- 1.4 We hereby represent and warrant that we will not sell or otherwise dispose of the Notes which we hold (and agree to a block being placed on our account by the relevant clearing system) until the Collateral has been replaced by the Replacement Collateral, provided that if the Collateral has not been so replaced for the reasons and/or in the time limits set out in

Additional Provision 2 (*Noteholder Collateral Replacement Option*), then we shall be free to sell or otherwise dispose of the Notes (and our account will be unblocked).

1.5 This notice is a Collateral Replacement Request Notice pursuant to Additional Provision 2 (*Noteholder Collateral Replacement Option*) of the Notes (the "**Collateral Replacement Provisions**").

1.6 In accordance with the Collateral Replacement Provisions, we hereby request that the Collateral be replaced by [•] (the "**Replacement Collateral**").

1.7 We represent, warrant and confirm that the Replacement Collateral is Eligible Collateral.

1.8 Our contact details for notices are:

[•]

1.9 The details of our cash account and securities account are:

[•]

DATED as of [•]

By:

.....
Name:

Title:

Duly authorised for and on behalf of the Noteholder

ANNEX 1 TO THE COLLATERAL REPLACEMENT REQUEST NOTICE

[Insert Euclid screenshot]

**FORM OF CREDIT DEFAULT SWAP CONFIRMATION
IN RESPECT OF MARKIT CDX NORTH AMERICA HIGH YIELD INDEX SERIES 13**

To:
Sherlock Limited
13 Castle Street
St. Helier
Jersey JE4 5UT
Channel Islands

30 August 2012

Dear Sirs,

Sherlock Limited: Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Credit Derivative Transaction entered into on the Trade Date specified below (the "**Markit CDX North America Master Transaction**") between Credit Suisse International ("**Party A**") and Sherlock Limited, a company incorporated with limited liability in Jersey ("**Party B**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions as supplemented by the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions and the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on July 14, 2009), each as published by the International Swaps and Derivatives Association, Inc. (together, the "**Credit Derivatives Definitions**"), are incorporated into this Confirmation, subject to modifications and exclusions below. In the event of any inconsistency between the Credit Derivatives Definitions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the 1992 ISDA Master Agreement and schedule thereto between Party A and BOATS Rated Investments (Jersey) Limited dated as of 14 November 2003, which Party B has agreed to be bound by pursuant to an amended and restated acceptance deed dated 14 November 2003 (the "**Agreement**"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Words and expressions defined in the terms and conditions of Party B's Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014 (the "**Notes**") (as the same may be amended, modified or supplemented from time to time, the "**Conditions**"), shall bear the same meanings in this Confirmation and in the event of any inconsistency between words and expressions defined in the Conditions and words and expressions defined in this Confirmation, this Confirmation will govern.

Party A and Party B agree that each time they enter into an Markit CDX North America Master Transaction they enter into a separate and independent Credit Derivative Transaction in respect of each Reference Entity listed in the Relevant Annex or any Successor to a Reference Entity either (a) in respect of which ISDA publicly announces on or following the earlier of the Effective Date and the Trade Date that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Succession Event Resolution Request Date, a Successor in accordance with the Rules or (b) in the event that ISDA does not make such an announcement, identified by the Index Sponsor on or following the earlier of the Effective Date and the Trade Date (each, a "**Component Transaction**"). Each Component Transaction shall not be affected by any other Credit Derivative Transaction between Party A and Party B and shall operate independently of each other Component Transaction in all respects.

Party A and Party B have, (i) pursuant to this confirmation, entered into a portfolio credit default swap transaction in respect of the Markit CDX North America High Yield Index Series 13 (the "**Markit CDX North America Credit Default Swap Transaction**"); (ii) pursuant to a confirmation dated 30 August 2012, entered into a series of single name credit default swap transactions (the "**Single Name Credit Default Swap Transactions**"); (iii) pursuant to a confirmation dated 30 August 2012, entered into an interest rate swap transaction (the "**Skew Swap Interest Rate Swap Transaction**" and together with

the Markit CDX North America Credit Default Swap Transaction and the Single Name Credit Default Swap Transactions, the "**Skew Swap Transaction**").

This Confirmation relates to a portfolio of Reference Entities. The Settlement Terms shall apply to each Reference Entity following a Credit Event. Accordingly, there may be multiple Auction Settlement Dates under this Confirmation. The Credit Derivatives Definitions (particularly, the definition of Termination Date) shall be read and construed so as to permit the foregoing.

The terms of the Markit CDX North America Master Transaction to which this Confirmation relates are as follows:

1. **General Terms:**

Transaction Type:	With respect to each Reference Entity, the Transaction Type specified as such in the Relevant Annex.
Index:	Markit CDX North America High Yield Index Series 13.
Index Sponsor:	Markit North America, Inc, or any successor thereto.
Trade Date:	27 July 2012.
Effective Date:	30 August 2012.
Scheduled Termination Date:	20 December 2014.
Calculation Agent:	Credit Suisse International.
Calculation Agent City:	London
Original Notional Amount:	USD 150,000,000.
Floating Rate Payer:	Party B (the " Seller ").
Fixed Rate Payer:	Party A (the " Buyer ").
Source of Relevant Annex:	The Relevant Annex shall be the list for the Index as published by the Index Publisher on the Annex Date.
Annex Date:	15 May 2012 or otherwise as determined by the Calculation Agent from time to time.
Index Publisher	Markit Group Limited, or any replacement therefor appointed by the Index Sponsor for purposes of officially publishing the relevant Index.
Reference Entity:	The applicable Reference Entity contained in the Index and listed in the Relevant Annex, and any Successor to a Reference Entity determined in accordance with Section 2.1 of the Credit Derivatives Definitions as modified by the "Successors" provision below.
Reference Obligation:	The Reference Obligation (if any) specified in the Index and set out opposite the Reference Entity in the Relevant Annex, subject to Sections 2.2(d) and 2.30 of the Credit Derivatives Definitions.
Business Days:	New York and London.

Business Day Convention:	Following (which subject to Sections 1.4, 1.6, 1.23 and 2.2(i) of the Credit Derivatives Definitions shall apply to any date referred to in this Confirmation that falls on a day that is not a Business Day).
Successors:	Section 2.1 of the Credit Derivatives Definitions is amended by deleting the words "in respect of which ISDA publicly announces on or following the Trade Date" and replacing them with the words "unless the Relevant Annex already reflects the applicable Succession Event, in respect of which ISDA publicly announces on or following the Effective Date of the Index, as set forth in the Relevant Annex,".
All Guarantees:	Not Applicable.
Reference Price:	100 per cent.
2. <u>Initial Payment:</u>	
Initial Payment Payer:	Not Applicable.
Initial Payment Amount:	Not Applicable.
3. <u>Fixed Payments:</u>	
Fixed Rate Payer Calculation Amount:	The Floating Rate Payer Calculation Amount.
Fixed Rate Payer Payment Dates:	Each March 20, June 20, September 20 and December 20 in each year.
Fixed Rate Payer Calculation Period:	Each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next following Fixed Rate Payer Payment Date, except that (a) the initial Fixed Rate Payer Calculation Period will commence on, and include, the later of the Effective Date and the Fixed Rate Payer Payment Date (determined taking into account the Business Day Convention) falling on or immediately prior to the calendar day immediately following the Trade Date and (b) the final Fixed Rate Payer Calculation Period will end on, and include, the earlier to occur of the Scheduled Termination Date and the Event Determination Date.
Fixed Rate:	5 per cent.
Fixed Rate Day Count Fraction:	Actual/360.
4. <u>Floating Payments:</u>	
Floating Rate Payer Calculation Amount:	An amount equal to (a) the Reference Entity Weighting multiplied by (b) the Original Notional Amount.
Reference Entity Weighting:	The percentage set out opposite the relevant Reference Entity in the Relevant Annex, provided that the Reference Entity Weighting in respect of an Excluded Reference Entity shall be deemed to be zero.
Excluded Reference Entity:	Not Applicable.
Notice of Publicly Available Information Condition to	Applicable.

Settlement:

Credit Events:

The Following Credit Event(s) shall apply:

Bankruptcy

Failure to Pay

Grace Period Extension: Not Applicable

Payment Requirement: USD 1,000,000 (or is equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay)

Obligation(s):

Obligation Category

Obligation Characteristics

Borrowed Money

None.

Excluded Obligations

None.

5. **Settlement Terms:**

Settlement Method:

Auction Settlement.

Fallback Settlement Method:

Physical Settlement.

Settlement Currency:

The currency of denomination of the Floating Rate Payer Calculation Amount.

Terms Relating to Physical Settlement:

Physical Settlement Period:

As defined in Section 8.6 of the Credit Derivatives Definitions, provided that such period shall not exceed 30 Business Days.

Deliverable Obligations:

Exclude Accrued Interest.

Deliverable Obligation(s):

Deliverable Obligation Category

Deliverable Obligation Characteristics

Bond or Loan

Not Subordinated

Specified Currency:

Standard Specified Currencies

Not Contingent

Assignable Loan

Consent Required Loan

Transferable

	Maximum Maturity: 30 years
	Not Bearer
Excluded Deliverable Obligations:	None.
Partial Cash Settlement of Consent Required Loans:	Not Applicable.
Partial Cash Settlement of Assignable Loans:	Not Applicable.
Partial Cash Settlement of Participations:	Not Applicable.
Escrow:	Not Applicable.
Amendment to Section 9.10:	Section 9.10(a) and Section 9.10(b) of the Credit Derivatives Definitions are each amended by deleting the words "and such instrument shall be deemed specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable" and replacing them with (a) in the case of Section 9.10(a), the words "and such instrument shall be deemed specified in a NOPS Amendment Notice that is effective on the date immediately prior to the most recent London Business Day preceding such Delivery and in which the Replaced Deliverable Obligation Outstanding Amount shall be the Outstanding Amount of the replaced Loan" and (b) in the case of Section 9.10(b), the words "and such instrument shall be deemed specified in a NOPS Amendment Notice that is effective on the date on which Seller notifies Buyer of the Bond or Loan that Seller will require Buyer to Deliver and in which the Replaced Deliverable Obligation Outstanding Amount shall be the Outstanding Amount of the replaced Loan".

6. **Additional Provisions**

6.1 **Counterparty Optional Termination**

For the purposes of this Transaction, Part 1(r) of the Schedule to the Agreement shall be deleted and replaced with the following:

"(r) Counterparty Optional Termination. Notwithstanding Section 6 of the Agreement, Party A may at its option, by service of written notice on Party B (an "**Optional Termination Notice**"), terminate the relevant Transaction in whole or in part and without payment by either party, with effect from the day specified in such notice, or if such day is not a Business Day the next following such day (the "**Value Date**"), if any Notes to which that Transaction relates are purchased by or on behalf of Party A or any of its subsidiaries or affiliates ("**Purchased Notes**"). Such Transaction shall terminate pro rata in the proportion (the "**Proportion**") that the aggregate outstanding principal amount of the Purchased Notes bears to the aggregate principal amount of Notes outstanding immediately prior to the purchase of the Purchased Notes by Party A or any of its subsidiaries or affiliates, and the Notional Amount and all future payment obligations of Party A and Party B under the Transaction shall be reduced by that Proportion. Upon service of the Optional Termination Notice, Party B shall be obliged to transfer to Party A on the Value Date a nominal amount of Collateral equal to that Proportion of the Collateral and the Collateral shall be reduced accordingly. Upon receipt of such Collateral, Party A shall deliver the Purchased Notes to the Principal Paying Agent for cancellation and no amount in respect of the mark-to-market value of the transaction will be payable by or to Party A in these circumstances."

6.2 **Monoline Insurer as Reference Entity**

The "Additional Provisions for Physically Settled Default Swaps – Monoline Insurer as Reference Entity", published on January 21, 2005, are incorporated by reference herein and shall be applicable to each Reference Entity that is identified as a "monoline" in the Index and for which the monoline provisions are specified as "Applicable" in the Relevant Annex.

6.3 **Merger of Reference Entity and Seller**

Section 2.31 of the Credit Derivatives Definitions shall not apply.

6.4 **Inconsistency between Relevant Annex and Index**

In the event of any inconsistency between the Relevant Annex and the Index published by the Index Sponsor, the Relevant Annex shall govern.

6.5 **Transfer and termination of Component Transactions**

- (a) Without prejudice to the generality of Section 7 of the Agreement (as defined in the relevant Confirmation), and, if applicable, subject to sub-paragraph (b) below, each Component Transaction (or any part thereof) (the **Relevant Component Transaction**) may only be transferred (by way of assignment, novation or otherwise) or terminated prior to the Scheduled Termination Date together with an equal part of each other Component Transaction forming part of the Markit CDX North America Master Transaction of which the Relevant Component Transaction forms a part.
- (b) If the Markit CDX North America Master Transaction relates to an Index with an effective date prior to September 20, 2008, upon the occurrence of an Event Determination Date in respect of a Component Transaction (the **"Isolated Transaction"**), the Isolated Transaction shall cease to constitute a Component Transaction for the purposes of (a) above and upon satisfaction of the Conditions to Settlement in respect of the Isolated Transaction, the Isolated Transaction will be settled in accordance with its terms. Unless the parties expressly agree otherwise, a transfer (by way of assignment, novation or otherwise) or termination (other than, where applicable, pursuant to the designation of an Early Termination Date) of the Markit CDX North America Master Transaction shall not include the Isolated Transaction.

6.6 **Amendment to Relevant Annex**

The Relevant Annex will be deemed amended from time to time to reflect any modifications required under Section 2.2(d) and 2.30 of the Credit Derivatives Definitions (as amended hereby) and the "Reference Obligation(s)" provisions above.

6.7 **Additional representations**

Each party shall be deemed, as of the Trade Date:

- (a) to represent to the other party that it is entering into the relevant Markit CDX North America Master Transaction (including each related Component Transaction) for investment, financial intermediation, hedging or other commercial purposes; and
- (b) to agree with the other party that, so long as either party has or may have any obligation to the other party under the relevant Markit CDX North America Master Transaction (including each related Component Transaction):

- (1) Non-reliance

It is acting for its own account, and it has made its own independent decisions to enter into the Markit CDX North America Master Transaction (including each

related Component Transaction) and as to whether such Markit CDX North America Master Transaction (including each related Component Transaction) are appropriate or proper for it based upon its own judgement and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into such Markit CDX North America Master Transaction (including each related Component Transaction); it being understood that information and explanations related to the terms and conditions of such Markit CDX North America Master Transaction (including each related Component Transaction) shall not be considered investment advice or a recommendation to enter into the Markit CDX North America Master Transaction (including each related Component Transaction). It has not received from the other party any assurance or guarantee as to the expected results of such related Markit CDX North America Master Transaction (including each related Component Transaction).

(2) Evaluation and understanding

It is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Markit CDX North America Master Transaction (including each related Component Transaction). It is also capable of assuming, and assumes, the financial and other risks of such Markit CDX North America Master Transaction (including each related Component Transaction).

(3) Status of parties

The other party is not acting as a fiduciary or an advisor for it in respect of the Markit CDX North America Master Transaction (including each related Component Transaction).

6.8 De Minimis Cash Settlement

If the Fallback Settlement Method applies in respect of a Component Transaction in accordance with Section 12.1 of the Credit Derivatives Definitions and if the Floating Rate Payer Calculation Amount of the relevant Component Transaction as at the Event Determination Date is less than USD 50,000, then, notwithstanding that the Fallback Settlement Method is Physical Settlement, the Fallback Settlement Method in respect of such Component Transaction shall be deemed to be Cash Settlement.

For the purposes of this Paragraph 6.8 only, the terms relating to the Fallback Settlement Method when the Fallback Settlement Method is deemed to be Cash Settlement shall be as follows:

Valuation Date:	Single Valuation Date: A Business Day that is not more than 70 Business Days following the Event Determination Date, as selected by Party A, acting in its capacity as Buyer or Seller (as the case may be).
Quotation Method:	Bid.
Quotation Amount:	USD 10,000,000.
Cash Settlement Date:	Three Business Days.
Quotations:	Exclude Accrued Interest.
Dealers:	A dealer in obligations of the type of Reference Obligation for which Quotations are to be obtained as selected by

the Calculation Agent (or, in the case of Section 7.7(b) of the Credit Derivatives Definitions, the relevant party) in good faith and in a commercially reasonable manner (without the requirement of consultation with the parties or the other party, as the case may be).

Valuation Method:

Highest.

Reference Obligation:

An obligation of the Reference Entity selected by Party A, acting in its capacity as Buyer or Seller (as the case may be), that is capable of constituting a Deliverable Obligation as at the Valuation Date, it being understood that, if Section 2.15(c) of the Credit Derivatives Definitions is applicable, the time for testing whether a Sovereign Restructured Deliverable Obligation is capable of constituting a Deliverable Obligation is as specified in Section 2.16 of the Credit Derivatives Definitions.

6.9 Succession Event Backstop Date

If the Markit CDX North America Master Transaction relates to an Index with an effective date prior to June 20, 2009, then for the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity, if a Succession Event Resolution Request Date occurred before June 20, 2009, the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date of the Index, as set forth in the Relevant Annex.

6.10 Restriction on Delivery of Credit Event Notice and Succession Event Notice

Notwithstanding anything to the contrary in the Credit Derivatives Definitions or this Confirmation, neither Buyer nor Seller may deliver a Credit Event Notice or a Succession Event Notice unless a notice has previously been delivered to ISDA in accordance with the Rules requesting that the relevant Credit Derivatives Determinations Committee be convened to Resolve the matters described in Section 1.24(a) and (b) of the Credit Derivatives Definitions or Section 2.2(j)(i) and (ii) of the Credit Derivatives Definitions, as applicable, with respect to the facts described in such Credit Event Notice or Succession Event Notice, as applicable, and ISDA has publicly announced that either (a) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters or (b) the conditions to convening the relevant Credit Derivatives Determinations Committee to Resolve such matters have not been satisfied in accordance with the Rules. Any Credit Event Notice or Succession Event Notice delivered in breach of the requirements in this Paragraph shall be deemed not to have been delivered.

6.11 Disclaimers

- (a) Markit CDX™ is a service mark of the Index Sponsor and has been licensed for use in connection with the Master Transaction. Dow Jones® is a service mark of Dow Jones & Company, Inc. ("Dow Jones") and, with respect to a Master Transaction relating to an Index with an effective date prior to March 20, 2007 (a "Prior Index Master Transaction").
- (b) The Index referenced herein is the property of the Index Sponsor and has been licensed for use in connection with the transaction hereunder. Each party acknowledges and agrees that the transaction hereunder is not sponsored, endorsed or promoted by Dow Jones, the Index Sponsor or any participants under the Index Sponsor's rules governing the Index (the Index Sponsor, together with such participants and, with respect to any Prior Index Master Transaction only, Dow Jones, the "**Index Parties**"). The Index Parties make no representation whatsoever, whether express or implied, and hereby

expressly disclaim all warranties (including, without limitation, those of merchantability or fitness for a particular purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaim any warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index, the composition of the Index at any particular time on any particular date or otherwise, and/or the creditworthiness of, or likelihood of the occurrence of a Credit Event with respect to, any entity in the Index at any particular time on any particular date or otherwise. The Index Parties shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Index, and the Index Parties are under no obligation to advise the parties or any person of any error therein. The Index Parties make no representation whatsoever, whether express or implied, as to the advisability of entering into the transaction hereunder, the ability of the Index to track relevant markets' performances, or otherwise relating to the Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Parties have no obligation to take the needs of any party into consideration in determining, composing or calculating the Index. Neither party to this transaction, nor any Index Party, shall have any liability to any party for any act or failure to act by the Index Parties in connection with the determination, adjustment, calculation or maintenance of the Index. Although the Calculation Agent will obtain information concerning the Index from sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made, and no responsibility is accepted by either party, its Affiliates or the Calculation Agent, as to the accuracy, completeness or timeliness of information concerning the Index. Each party acknowledges that the other party or one of its Affiliates may be, or may be affiliated with, an Index Party and, as such, may be able to affect or influence the determination, adjustment or maintenance of the Index. For purposes of Sections 9.1(b)(iii) and (iv) of the Credit Derivatives Definitions, references to "each party" therein shall be deemed to include each Index Party.

6.12 **Netting**

If on any date, (i) the same aggregate amount would otherwise be payable in the same currency and in respect of the Transactions comprising the Skew Swap Transaction by each party to the other; or (ii) the same asset would otherwise be deliverable in the same principal amount in respect of the Transactions comprising the Skew Swap Transaction by each party to the other, then, on such date, each party's obligation to make payment of such amount or delivery of such asset will be automatically satisfied and discharged (the "**Netting Provisions**").

Party A and Party B agree that the Netting Provisions shall apply to all payments and deliveries to be made under all Transactions comprising the Skew Swap Transaction (including but not limited to any obligations to make payments or deliveries upon the occurrence of a Credit Event under each such Transaction comprising the Skew Swap Transaction) such that neither party shall be obliged to make any payments or deliveries under Section 2(a)(i) in respect of any Transaction comprising the Skew Swap Transaction other than on a net basis. Each party further agrees to any amendment to the terms and conditions of any Transaction comprising the Skew Swap Transaction (including but not limited to the date on which any payment or delivery is to be made) such that the Netting Provisions apply to each payment or delivery under each such Transaction comprising the Skew Swap Transaction. For the avoidance of doubt, upon the occurrence of a Credit Event under any Transaction comprising the Skew Swap Transaction, no payment or delivery shall be made by either party under any Transaction comprising the Skew Swap Transaction to the extent the Netting Provisions apply.

Notwithstanding the above, any termination amount payable upon an early termination (other than pursuant to a Credit Event) of any Transaction comprising the Skew Swap Transaction shall be subject to Section 2(c) only (if applicable) and not the Netting Provisions.

6.13 **Separate Agreements**

Paragraph (q) of Part 1 of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

"(q) Separate Agreements

Section 1(c) shall be deleted and replaced with the following:

"Notwithstanding anything to the contrary in this Agreement, each Transaction in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction is entered into on the basis that the provisions of this Agreement are incorporated by reference into the corresponding Confirmation relating to each such Transaction so that this Agreement and each such relevant Confirmation shall form a single agreement with respect to all such Transactions, and "Transaction" and "Agreement" shall be interpreted accordingly. This Agreement shall not be construed in any circumstances to form a single agreement with two or more Confirmations together other than as specifically set out above (and accordingly, this Agreement shall not be construed to form a single agreement with the Confirmations in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction together with a Confirmation in relation to the Series of any other Notes). It is understood that the parties would not otherwise enter into any Transaction. References to this "Agreement" in respect of each Transaction mean this document together with the Confirmation relating to that Transaction."

6.14 **Amendment to Agreement**

A new paragraph (l) shall be added to Part 5 of the Schedule to the Agreement as follows:

- "(i) For the purposes of any Payer Tax Representation, the words "any Tax from any payment" shall not include any tax imposed under Section 1471 and 1472 of the Internal Revenue Code of 1986, as amended (or the United States Treasury regulations or other guidance issued or any agreements entered into thereunder) ("**FATCA Withholding Tax**");
- (ii) for the avoidance of doubt the parties agree that for purposes of Section 2(d) of this Agreement the deduction or withholding of FATCA Withholding Tax is required by applicable law; and
- (iii) the definition of "Indemnifiable Tax" shall not include any FATCA Withholding Tax."

6.15 **Matching Payment and Delivery Obligations**

Any notice given or option exercised in respect of this Transaction shall be deemed also to be given in respect of each relevant Single Name Credit Default Swap Transaction, and vice versa, such that the payment and delivery Obligations of the parties under this Transaction and each relevant Single Name Credit Default Swap Transaction shall be equal and opposite.

7. **Notice and Account Details**

7.1 **Telephone and/or facsimile numbers and contact details for notices:**

Notice Details for Party A:

Credit Suisse International
One Cabot Square
London E14 4QJ
England
Attention:

- (1) General Counsel Europe, Legal & Compliance
Department,
Facsimile No: +44 (0) 207 888 2686

with a copy to:

(2) Managing Director Credit Derivatives Group,
Facsimile No: +001 212 743 4872

with a copy to:

(3) Global Head of OTC Operations, Derivatives
Support Group,
Facsimile No: +44 (0) 207 888 9503

Notice Details for Party B:

Sherlock Limited
13 Castle Street
St Helier
Jersey
JE4 5UT
Attention:
Directors c/o Company Secretary
Facsimile No: +44 1534 769770

7.2 **Account Details:**

Account for payments to Party A:

Bank:	The Bank of New York Mellon, New York
SWIFT:	IRVTUS3N
ABA:	021000018
Account Name:	Credit Suisse International, London
Bank Account Number:	890-0360-968

Account for payments to Party B:

Bank:	The Bank of New York Mellon, New York
BIC:	IRVTUS3N
For:	The Bank of New York Mellon, Brussels
Bic:	IRVTBEBB
Account:	8900285451
Ref:	XS0811138402 / Corporate Trust

8. **Offices**

Neither party is a Multibranch Party.

9. **Governing Law**

This Confirmation will be governed by and construed in accordance with English law.

In relation to any legal action or proceedings arising out of or in connection with this Confirmation ("**Proceedings**"), the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to Proceedings in such courts whether on the ground that the Proceedings have been brought in an inconvenient forum or otherwise.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours faithfully

Credit Suisse International

By:

By:

Name:

Title:

Name:

Title:

Agreed and accepted by:

Sherlock Limited

By:

Name:

Title:

FORM OF SINGLE NAME CREDIT DEFAULT SWAP CONFIRMATION

To:
Sherlock Limited
13 Castle Street
St. Helier
Jersey JE4 5UT
Channel Islands

30 August 2012

Dear Sirs,

Sherlock Limited: Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of 95 Credit Derivative Transactions entered into on the Trade Date specified below (each a "**Transaction**") between Credit Suisse International ("**Party A**") and Sherlock Limited, a company incorporated with limited liability in Jersey ("**Party B**"). This Confirmation, including the Schedule hereto, constitutes a "Confirmation" with respect to each such Transaction as referred to in the Agreement specified below.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions as supplemented by the May 2003 Supplement and the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions (the "**2005 Matrix Supplement**"), each as published by the International Swaps and Derivatives Association, Inc. (together, the "**Credit Derivatives Definitions**"), are incorporated into this Confirmation, subject to modifications and exclusions below. In the event of any inconsistency between the Credit Derivatives Definitions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the 1992 ISDA Master Agreement and schedule thereto between Party A and BOATS Rated Investments (Jersey) Limited dated as of 14 November 2003, which Party B has agreed to be bound by pursuant to an amended and restated acceptance deed dated 14 November 2003 (the "**Agreement**"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Words and expressions defined in the terms and conditions of Party B's Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014 (the "**Notes**") (as the same may be amended, modified or supplemented from time to time, the "**Conditions**"), shall bear the same meanings in this Confirmation and in the event of any inconsistency between words and expressions defined in the Conditions and words and expressions defined in this Confirmation, this Confirmation will govern.

Party A and Party B agree that the amendments contained in Part 1 and Part 6 of Schedule 1 to the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring CDS Protocol, as published by ISDA (the "**Protocol**") as amended from time to time pursuant to paragraph 4(h) of the Protocol shall, notwithstanding anything to the contrary in the Protocol, apply to this Confirmation and the Transaction; provided that (a) for purposes of Part 1 of Schedule 1 to the Protocol, the Transaction shall be deemed to be a Protocol Covered Transaction and (b) the reference in Part 6 of Schedule 1 to the Protocol to the "relevant Amendment Effective Date" will be deemed to be a reference to the Trade Date.

Party A and Party B have, (i) pursuant to a confirmation dated 30 August 2012, entered into a portfolio credit default swap transaction in respect of the Markit CDX North America High Yield Index Series 13 (the "**Markit CDX North America Credit Default Swap Transaction**"); (ii) pursuant to a confirmation dated 30 August 2012, entered into an interest rate swap transaction (the "**Skew Swap Interest Rate Swap Transaction**"); and (iii) pursuant to this confirmation, entered into a series of single name credit default swap transactions (the "**Single Name Credit Default Swap Transactions**") and together with the Markit CDX North America Credit Default Swap Transaction and the Skew Swap Interest Rate Swap Transaction, the "**Skew Swap Transaction**").

The parties agree that, by entering into the Transactions, they have entered into a separate Credit Derivative Transaction (a "**Component Transaction**") in respect of each Reference Entity listed in the

Annex (each a "**Transaction**" or a "**Single Name Transaction**"). Upon entering into the Confirmation, the parties shall be deemed to have entered into a Confirmation in respect of each such Component Transaction with respect to the relevant Reference Entity listed in the Annex. Unless otherwise expressly provided herein, each Component Transaction constitutes an independent Transaction for purposes of the Agreement.

This Confirmation relates to 95 Single Name Transactions. The Settlement Terms shall apply to each Reference Entity following a Credit Event. Accordingly, there may be multiple Auction Settlement Dates. The Credit Derivatives Definitions (particularly, the definition of Termination Date) shall be read and construed so as to permit the foregoing.

The terms of each Transaction to which this Confirmation relates are as follows:

1. **General Terms:**

Trade Date:	27 July 2012.
Effective Date:	30 August 2012.
Scheduled Termination Date:	20 December 2014.
Transaction Type:	In respect of the relevant Reference Entity, the type of transaction specified in the Annex in respect of such Reference Entity. The Calculation Agent shall determine the Transaction Type of any Successor in its sole and absolute discretion (acting in a commercially reasonable manner) taking into account Party A's hedging transactions and market practice at the relevant time.
Annex:	The Annex set out in Annex 1 to this Confirmation.
Floating Rate Payer:	In respect of the relevant Reference Entity, the party specified as "Floating Rate Payer" in the Annex with respect to such Reference Entity (the " Seller ").
Fixed Rate Payer:	In respect of the relevant Reference Entity, the party specified as "Fixed Rate Payer" in the Annex with respect to such Reference Entity (the " Buyer ").
Calculation Agent:	Credit Suisse International.
Calculation Agent City:	London.
Business Day:	New York and London.
Business Day Convention:	Following (which, subject to Sections 1.4 and 1.6, 1.23 and 2.2(i) of the Credit Derivatives Definitions, shall apply to any date referred to in this Confirmation that falls on a day that is not a Business Day).

Reference Entities:	<p>The entity specified as a "Reference Entity" in the Annex.</p> <p>In the event that there is a change in the composition of the constituents of the Markit CDX North America High Yield Index Series 13, such that a Reference Entity referenced in a Single Name Transaction no longer comprises a constituent of the Markit CDX North America High Yield Index Series 13, then the Calculation Agent may, in its sole and absolute discretion, replace such Reference Entity which is referenced in the relevant Single Name Transaction with another entity which is a constituent in the Markit CDX North America High Yield Index Series 13, and shall make, in its sole and absolute discretion, such other amendments (including with respect to the corresponding Reference Obligation) that it deems appropriate.</p>
Reference Obligation:	<p>In respect of the relevant Reference Entity, the "Reference Obligation" as specified in the Relevant Annex (as defined in the Markit CDX North America Credit Default Swap Transaction) for such Reference Entity.</p> <p>In the event that there is a change in the Reference Obligation of a Reference Entity which is a constituent of the Markit CDX North America High Yield Index Series 13, then the Calculation Agent may, in its sole and absolute discretion, replace the Reference Obligation which is referenced in the relevant Single Name Transaction with the relevant Reference Obligation, and shall make, in its sole and absolute discretion, such other amendments that it deems appropriate.</p>
Successors:	<p>Section 2.1 of the Credit Derivatives Definitions is amended by deleting the words "in respect of which ISDA publicly announces on or following the Trade Date" and replacing them with the words "unless the Relevant Annex already reflects the applicable Succession Event, in respect of which ISDA publicly makes an announcement on or following the Effective Date of the Index, as set forth in the Relevant Annex,".</p>
Reference Price:	100%.
All Guarantees:	Not Applicable.
2. <u>Fixed Payments:</u>	
Fixed Rate Payer Calculation Amount:	The Floating Rate Payer Calculation Amount.
Fixed Rate Payer Payment Dates:	Each March 20, June 20, September 20 and December 20 in each year.
Fixed Rate:	In respect of the relevant Reference Entity, the "Fixed Rate" as specified in the Annex for such Reference Entity.
Fixed Rate Day Count Fraction:	Actual/360.
3. <u>Floating Payments:</u>	
Floating Rate Payer Calculation Amount:	In respect of the relevant Reference Entity, the "Reference Entity Notional Amount" as specified in the Annex for such Reference Entity.

Conditions to Settlement:	Credit Event Notice. Notifying Party: Buyer or Seller. Notice of Physical Settlement. Notice of Publicly Available Information: Applicable.
Credit Events:	The following Credit Event(s) shall apply: Bankruptcy Failure to Pay Grace Period Extension: Not Applicable Payment Requirement: USD 1,000,000 (or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay)
Obligation(s):	
<i>Obligation Category</i>	<i>Obligation Characteristics</i>
Borrowed Money	None
Excluded Obligations:	None
4. <u>Settlement Terms:</u>	
Settlement Method:	Auction Settlement.
Fallback Settlement Method:	Physical Settlement.
Settlement Currency:	The currency of denomination of the Floating Rate Payer Calculation Amount.
<i>Terms Relating to Physical Settlement:</i>	
Physical Settlement Period:	As defined in Section 8.6 of the Credit Derivatives Definitions, provided that such period shall not exceed 30 Business Days.
Deliverable Obligations:	Exclude Accrued Interest.
Deliverable Obligation(s):	
<i>Deliverable Obligation Category</i>	<i>Deliverable Obligation Characteristics</i>
Bond or Loan	Not Subordinated Specified Currency: Standard Specified Currencies Not Contingent Assignable Loan

	Consent Required Loan
	Transferable
	Maximum Maturity: 30 years
	Not Bearer
Excluded Deliverable Obligations:	None.
Partial Cash Settlement of Consent Required Loans:	Not Applicable.
Partial Cash Settlement of Assignable Loans:	Not Applicable.
Partial Cash Settlement of Participations:	Not Applicable.
Escrow:	Not Applicable.
Amendment to Section 9.10:	Section 9.10(a) and Section 9.10(b) of the Credit Derivatives Definitions are each amended by deleting the words "and such instrument shall be deemed specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable" and replacing them with (a) in the case of Section 9.10(a), the words "and such instrument shall be deemed specified in a NOPS Amendment Notice that is effective on the date immediately prior to the most recent London Business Day preceding such Delivery and in which the Replaced Deliverable Obligation Outstanding Amount shall be the Outstanding Amount of the replaced Loan" and (b) in the case of Section 9.10(b), the words "and such instrument shall be deemed specified in a NOPS Amendment Notice that is effective on the date on which Seller notifies Buyer of the Bond or Loan that Seller will require Buyer to Deliver and in which the Replaced Deliverable Obligation Outstanding Amount shall be the Outstanding Amount of the replaced Loan".

5. **Additional Provisions**

5.1 **Counterparty Optional Termination**

For the purposes of this Transaction, Part 1(r) of the Schedule to the Agreement shall be deleted and replaced with the following:

"(r) Counterparty Optional Termination. Notwithstanding Section 6 of the Agreement, Party A may at its option, by service of written notice on Party B (an "**Optional Termination Notice**"), terminate the relevant Transaction in whole or in part and without payment by either party, with effect from the day specified in such notice, or if such day is not a Business Day the next following such day (the "**Value Date**"), if any Notes to which that Transaction relates are purchased by or on behalf of Party A or any of its subsidiaries or affiliates ("**Purchased Notes**"). Such Transaction shall terminate pro rata in the proportion (the "**Proportion**") that the aggregate outstanding principal amount of the Purchased Notes bears to the aggregate principal amount of Notes outstanding immediately prior to the purchase of the Purchased Notes by Party A or any of its subsidiaries or affiliates, and the Notional Amount and all future payment obligations of Party A and Party B under the Transaction shall be reduced by that Proportion. Upon service of the Optional Termination Notice, Party B shall be obliged to transfer to Party A on the Value Date a nominal amount of Collateral equal to that Proportion of the Collateral and

the Collateral shall be reduced accordingly. Upon receipt of such Collateral, Party A shall deliver the Purchased Notes to the Principal Paying Agent for cancellation and no amount in respect of the mark-to-market value of the transaction will be payable by or to Party A in these circumstances."

5.2 **Monoline Insurer as Reference Entity**

The "Additional Provisions for Physically Settled Default Swaps – Monoline Insurer as Reference Entity", published on January 21, 2005, are incorporated by reference herein and shall be applicable to each Reference Entity that is identified as a "monoline" and for which the monoline provisions are specified as "Applicable".

5.3 **Merger of Reference Entity and Seller**

Section 2.31 of the Credit Derivatives Definitions shall not apply.

5.4 **De Minimis Cash Settlement**

If the Fallback Settlement Method applies in respect of a Component Transaction in accordance with Section 12.1 of the Credit Derivatives Definitions and if the Floating Rate Payer Calculation Amount of the relevant Component Transaction as at the Event Determination Date is less than USD 50,000, then, notwithstanding that the Fallback Settlement Method is Physical Settlement, the Fallback Settlement Method in respect of such Component Transaction shall be deemed to be Cash Settlement.

For the purposes of this Paragraph 5.4 only, the terms relating to the Fallback Settlement Method when the Fallback Settlement Method is deemed to be Cash Settlement shall be as follows:

Valuation Date: Single Valuation Date:

A Business Day that is not more than 70 Business Days following the Event Determination Date, as selected by Party A, acting in its capacity as Buyer or Seller (as the case may be).

Quotation Method: Bid.

Quotation Amount: USD 10,000,000.

Cash Settlement Date: Three Business Days.

Quotations: Exclude Accrued Interest.

Dealers: A dealer in obligations of the type of Reference Obligation for which Quotations are to be obtained as selected by the Calculation Agent (or, in the case of Section 7.7(b) of the Credit Derivatives Definitions, the relevant party) in good faith and in a commercially reasonable manner (without the requirement of consultation with the parties or the other party, as the case may be).

Valuation Method: Highest.

Reference Obligation: An obligation of the Reference Entity selected by Party A, acting in its capacity as Buyer or Seller (as the case may be), that is capable of constituting a Deliverable Obligation as at the Valuation Date, it being understood that, if Section 2.15(c) of the Credit Derivatives Definitions is applicable, the time for testing whether a Sovereign Restructured Deliverable Obligation is capable of constituting a Deliverable Obligation is as specified in Section 2.16 of the Credit Derivatives Definitions.

5.5 **Restriction on Delivery of Credit Event Notice and Succession Event Notice**

Notwithstanding anything to the contrary in the Credit Derivatives Definitions or this Confirmation, neither Buyer nor Seller may deliver a Credit Event Notice or a Succession Event Notice unless a notice has previously been delivered to ISDA in accordance with the Rules requesting that the relevant Credit Derivatives Determinations Committee be convened to Resolve the matters described in Section 1.24(a) and (b) of the Credit Derivatives Definitions or Section 2.2(j)(i) and (ii) of the Credit Derivatives Definitions, as applicable, with respect to the facts described in such Credit Event Notice or Succession Event Notice, as applicable, and ISDA has publicly announced that either (a) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters or (b) the conditions to convening the relevant Credit Derivatives Determinations Committee to Resolve such matters have not been satisfied in accordance with the Rules. Any Credit Event Notice or Succession Event Notice delivered in breach of the requirements in this Paragraph shall be deemed not to have been delivered.

5.6 **Transfer and termination of Component Transactions**

- (a) Without prejudice to the generality of Section 7 of the Agreement (as defined in the relevant Confirmation), and, if applicable, subject to sub-paragraph (b) below, each Component Transaction (or any part thereof) (the "**Relevant Component Transaction**") may only be transferred (by way of assignment, novation or otherwise) or terminated prior to the Scheduled Termination Date together with an equal part of each other Component Transaction forming part of this Transaction.
- (b) If the Markit CDX North America Credit Default Swap Transaction relates to an Index with an effective date prior to September 20, 2008, upon the occurrence of an Event Determination Date in respect of a Component Transaction (the "**Isolated Transaction**"), the Isolated Transaction shall cease to constitute a Component Transaction for the purposes of (a) above and upon satisfaction of the Conditions to Settlement in respect of the Isolated Transaction, the Isolated Transaction will be settled in accordance with its terms. Unless the parties expressly agree otherwise, a transfer (by way of assignment, novation or otherwise) or termination (other than, where applicable, pursuant to the designation of an Early Termination Date) of this Transaction shall not include the Isolated Transaction.

5.7 **Amendment to Annex 1**

Annex 1 will be deemed amended from time to time to reflect any modifications required under Section 2.2(d) and 2.30 of the Credit Derivatives Definitions (as amended hereby) and the "Reference Obligation(s)" provisions above.

5.8 **Succession Event Backstop Date**

If the Markit CDX North America Credit Default Swap Transaction relates to an Index with an effective date prior to June 20, 2009, then for the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity under this Transaction, if a Succession Event Resolution Request Date occurred before June 20, 2009, the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date of the Index, as set forth in the Relevant Annex (each as defined in the Markit CDX North America Credit Default Swap Transaction).

5.9 **Netting**

If on any date, (i) the same aggregate amount would otherwise be payable in the same currency and in respect of the Transactions comprising the Skew Swap Transaction by each party to the other; or (ii) the same asset would otherwise be deliverable in the same principal amount in respect of the Transactions comprising the Skew Swap Transaction by each party to the other, then, on such date, each party's obligation to make payment of such amount or delivery of such asset will be automatically satisfied and discharged (the "**Netting Provisions**").

Party A and Party B agree that the Netting Provisions shall apply to all payments and deliveries to be made under all Transactions comprising the Skew Swap Transaction (including but not limited to any obligations to make payments or deliveries upon the occurrence of a Credit Event under each such Transaction comprising the Skew Swap Transaction) such that neither party shall be obliged to make any payments or deliveries under Section 2(a)(i) in respect of any Transaction comprising the Skew Swap Transaction other than on a net basis. Each party further agrees to any amendment to the terms and conditions of any Transaction comprising the Skew Swap Transaction (including but not limited to the date on which any payment or delivery is to be made) such that the Netting Provisions apply to each payment or delivery under each such Transaction comprising the Skew Swap Transaction. For the avoidance of doubt, upon the occurrence of a Credit Event under any Transaction comprising the Skew Swap Transaction, no payment or delivery shall be made by either party under any Transaction comprising the Skew Swap Transaction to the extent the Netting Provisions apply.

Notwithstanding the above, any termination amount payable upon an early termination (other than pursuant to a Credit Event) of any Transaction comprising the Skew Swap Transaction shall be subject to Section 2(c) only (if applicable) and not the Netting Provisions.

5.10 **Separate Agreements**

Paragraph (q) of Part 1 of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

"(q) Separate Agreements

Section 1(c) shall be deleted and replaced with the following:

"Notwithstanding anything to the contrary in this Agreement, each Transaction in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction is entered into on the basis that the provisions of this Agreement are incorporated by reference into the corresponding Confirmation relating to each such Transaction so that this Agreement and each such relevant Confirmation shall form a single agreement with respect to all such Transactions, and "Transaction" and "Agreement" shall be interpreted accordingly. This Agreement shall not be construed in any circumstances to form a single agreement with two or more Confirmations together other than as specifically set out above (and accordingly, this Agreement shall not be construed to form a single agreement with the Confirmations in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction, together with a Confirmation in relation to the Series of any other Notes). It is understood that the parties would not otherwise enter into any Transaction. References to this "Agreement" in respect of each Transaction mean this document together with the Confirmation relating to that Transaction."

5.11 **Amendment to Agreement**

A new paragraph (l) shall be added to Part 5 of the Schedule to the Agreement as follows:

- "(i) For the purposes of any Payer Tax Representation, the words "any Tax from any payment" shall not include any tax imposed under Section 1471 and 1472 of the Internal Revenue Code of 1986, as amended (or the United States Treasury regulations or other guidance issued or any agreements entered into thereunder) ("**FATCA Withholding Tax**");
- (ii) for the avoidance of doubt the parties agree that for purposes of Section 2(d) of this Agreement the deduction or withholding of FATCA Withholding Tax is required by applicable law; and
- (iii) the definition of "Indemnifiable Tax" shall not include any FATCA Withholding Tax."

5.12 **Change to Markit CDX North America High Yield Index Series 13**

In the event that there is a change to the weighting or to any other element of Markit CDX North America High Yield Index Series 13, then the Calculation Agent may, in its sole and absolute discretion, make such other amendments to one or more of the Single Name Credit

Default Swap Transactions (including with respect to the Reference Entity Notional Amount) such that the corresponding terms of each Single Name Credit Default Swap Transaction, taken in the aggregate, replicate the terms of Markit CDX North America Credit Default Swap Transaction, as determined by the Calculation Agent in its sole and absolute discretion.

5.13 **Matching Payment and Delivery Obligations**

Any notice given or option exercised in respect of a Single Name Credit Default Swap Transaction shall be deemed also to be given in respect of the Markit CDX North America Master Transaction, and vice versa, such that the payment and delivery obligations of the parties under that Transaction and the Markit CDX North America Master Transaction shall be equal and opposite.

6. **Notice and Account Details**

6.1 **Telephone and/or facsimile numbers and contact details for notices:**

Notice Details for Party A:

Credit Suisse International
One Cabot Square
London E14 4QJ
England
Attention:

(1) General Counsel Europe, Legal & Compliance
Department,
Facsimile No: +44 (0) 207 888 2686

with a copy to:

(2) Managing Director Credit Derivatives Group,
Facsimile No: +001 212 743 4872

with a copy to:

(3) Global Head of OTC Operations, Derivatives
Support Group,
Facsimile No: +44 (0) 207 888 9503

Notice Details for Party B:

Sherlock Limited
13 Castle Street
St Helier
Jersey
JE4 5UT
Attention:
Directors c/o Company Secretary
Facsimile No: +44 1534 769770

6.2 **Account Details:**

Account for payments to Party A:

Bank:	The Bank of New York Mellon, New York
SWIFT:	IRVTUS3N
ABA:	021000018
Account Name:	Credit Suisse International, London
Bank Account Number:	890-0360-968

Account for payments to Party B:

Bank:	The Bank of New York Mellon, New York
BIC:	IRVTUS3N
For:	The Bank of New York Mellon, Brussels
Bic:	IRVTBEBB

Account:
Ref:

8900285451
XS0811138402/ Corporate Trust

7. **Offices**

Neither party is a Multibranch Party.

8. **Governing Law**

This Confirmation will be governed by and construed in accordance with English law.

In relation to any legal action or proceedings arising out of or in connection with this Confirmation ("**Proceedings**"), the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to Proceedings in such courts whether on the ground that the Proceedings have been brought in an inconvenient forum or otherwise.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours faithfully

Credit Suisse International

By:

By:

Name:
Title:

Name:
Title:

Agreed and accepted by:
Sherlock Limited

By:

Name:
Title:

ANNEX 1

SINGLE OBLIGOR TRANSACTION

Each Reference Entity (and the corresponding Reference Entity Notional Amount and Reference Obligation) shall apply separately to a different Single Name Transaction such that there are 95 Single Name Transactions.

	Reference Entity	Seniority	Notional (USD)	Floating Rate Payer (Seller)	Fixed Rate Payer (Buyer)	Fixed Rate	Transaction Type
1.	THE AES CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
2.	AK STEEL CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
3.	ADVANCED MICRO DEVICES, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
4.	AMKOR TECHNOLOGY, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
5.	ARVINMERITOR, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
6.	AVIS BUDGET CAR RENTAL, LLC	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
7.	AMERICAN AXLE & MANUFACTURING, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
8.	BRUNSWICK CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
9.	BELO CORP.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
10.	BOMBARDIER INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
11.	BOYD GAMING CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
12.	BEAZER HOMES USA, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
13.	CLEAR CHANNEL COMMUNICATIONS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
14.	CHESAPEAKE ENERGY CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
15.	CELESTICA INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
16.	CMS ENERGY CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
17.	GENON ENERGY, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
18.	COOPER TIRE & RUBBER COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
19.	CSC HOLDINGS, LLC	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate

	Reference Entity	Seniority	Notional (USD)	Floating Rate Payer (Seller)	Fixed Rate Payer (Buyer)	Fixed Rate	Transaction Type
20.	COMMUNITY HEALTH SYSTEMS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
21.	FRONTIER COMMUNICATIONS CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
22.	DILLARD'S, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
23.	DEAN FOODS COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
24.	DISH DBS CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
25.	DOLE FOOD COMPANY, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
26.	DOMTAR CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
27.	EL PASO CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
28.	FORD MOTOR COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
29.	THE HERTZ CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
30.	MACY'S, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
31.	FIRST DATA CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
32.	FAIRFAX FINANCIAL HOLDINGS LIMITED	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
33.	FLEXTRONICS INTERNATIONAL LTD.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
34.	SPRINT NEXTEL CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
35.	FREESCALE SEMICONDUCTOR, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
36.	FOREST OIL CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
37.	GANNETT CO., INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
38.	ALLY FINANCIAL INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
39.	GEORGIA-PACIFIC LLC	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
40.	THE GOODYEAR TIRE & RUBBER COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
41.	HCA INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
42.	CAESARS ENTERTAINMENT OPERATING COMPANY, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate

	Reference Entity	Seniority	Notional (USD)	Floating Rate Payer (Seller)	Fixed Rate Payer (Buyer)	Fixed Rate	Transaction Type
43.	HOST HOTELS & RESORTS, L.P.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
44.	STARWOOD HOTELS & RESORTS WORLDWIDE, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
45.	K. HOVNANIAN ENTERPRISES, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
46.	INTELSAT S.A.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
47.	IRON MOUNTAIN INCORPORATED	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
48.	KB HOME	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
49.	THE McCLATCHY COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
50.	LENNAR CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
51.	LEVI STRAUSS & CO.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
52.	LIZ CLAIBORNE, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
53.	L-3 COMMUNICATIONS CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
54.	LIBERTY INTERACTIVE LLC	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
55.	LOUISIANA-PACIFIC CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
56.	LIMITED BRANDS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
57.	LEVEL 3 COMMUNICATIONS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
58.	MEDIACOM LLC	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
59.	ALPHA APPALACHIA HOLDINGS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
60.	MGM RESORTS INTERNATIONAL	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
61.	GENON NORTH AMERICA, LLC	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
62.	NOVA CHEMICALS CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
63.	NALCO COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
64.	THE NEIMAN MARCUS GROUP, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
65.	NRG ENERGY, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate

	Reference Entity	Seniority	Notional (USD)	Floating Rate Payer (Seller)	Fixed Rate Payer (Buyer)	Fixed Rate	Transaction Type
66.	THE NEW YORK TIMES COMPANY	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
67.	OWENS-ILLINOIS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
68.	PRIDE INTERNATIONAL, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
69.	POLYONE CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
70.	QWEST CAPITAL FUNDING, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
71.	RADIAN GROUP INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
72.	ROYAL CARIBBEAN CRUISES LTD.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
73.	Realogy Corporation	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
74.	RITE AID CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
75.	ARAMARK CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
76.	RADIOSHACK CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
77.	SANMINA-SCI CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
78.	SUNGARD DATA SYSTEMS INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
79.	SMITHFIELD FOODS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
80.	SAKS INCORPORATED	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
81.	STANDARD PACIFIC CORP.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
82.	CONSTELLATION BRANDS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
83.	TENET HEALTHCARE CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
84.	TEMPLE-INLAND INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
85.	TOYS "R" US, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
86.	TRW AUTOMOTIVE INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
87.	SABRE HOLDINGS CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
88.	TYSON FOODS, INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate

	Reference Entity	Seniority	Notional (USD)	Floating Rate Payer (Seller)	Fixed Rate Payer (Buyer)	Fixed Rate	Transaction Type
89.	TESORO CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
90.	TEXTRON FINANCIAL CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
91.	ENERGY FUTURE HOLDINGS CORP.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
92.	UNISYS CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
93.	UNITED RENTALS (NORTH AMERICA), INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
94.	UNIVISION COMMUNICATIONS INC.	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate
95.	WINDSTREAM CORPORATION	Senior	1,500,000	Party A	Party B	5.00%	North American Corporate

FORM OF INTEREST RATE SWAP CONFIRMATION IN RESPECT OF THE SKEW SWAP TRANSACTION

To:
Sherlock Limited
13 Castle Street
St Helier
Jersey JE4 5UT
Channel Islands

30 August 2012

Dear Sirs

Sherlock Limited: Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of the Swap Transaction entered into between Credit Suisse International ("**Party A**") and Sherlock Limited, a company incorporated with limited liability in Jersey ("**Party B**"), with an Effective Date of 30 August 2012 (the "**Transaction**").

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the 1992 ISDA Master Agreement and schedule thereto between Party A and BOATS Rated Investments (Jersey) Limited dated as of 14 November 2003, which Party B has agreed to be bound by pursuant to an amended and restated acceptance deed dated 14 November 2003 (the "**Agreement**"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Words and expressions defined in the terms and conditions of Party B's Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014 (the "**Notes**") (as the same may be amended, modified or supplemented from time to time, the "**Conditions**"), shall bear the same meanings in this Confirmation and in the event of any inconsistency between words and expressions defined in the Conditions and words and expressions defined in this Confirmation, this Confirmation will govern.

Party A and Party B have, (i) pursuant to a confirmation dated 30 August 2012, entered into a portfolio credit default swap transaction in respect of the Markit CDX North America High Yield Index Series 13 (the "**Markit CDX North America Credit Default Swap Transaction**"); (ii) pursuant to a confirmation dated 30 August 2012, entered into a series of single name credit default swap transactions (the "**Single Name Credit Default Swap Transactions**"); and (iii) pursuant to this confirmation, entered into an interest rate swap transaction (the "**Skew Swap Interest Rate Swap Transaction**") and together with the Markit CDX North America Credit Default Swap Transaction and the Single Name Credit Default Swap Transactions, the "**Skew Swap Transaction**").

Party B has agreed to enter into the Markit CDX North America Credit Default Swap Transaction, the Single Name Credit Default Swap Transactions and this Skew Swap Interest Rate Swap Transaction, in consideration of which Party A has agreed to pay the Fixed Amount to Party B on each Fixed Rate Payer Payment Date under the Transaction.

The terms of the Swap Transaction to which this Confirmation relates are as follows:

1. General Terms

Trade Date: 27 July 2012

Effective Date: 30 August 2012

Scheduled Termination Date:	22 December 2014
Termination Date:	The earlier to occur of the Scheduled Termination Date and the Party A Final Exchange Date (if any).
Business Day Convention:	Following, which shall apply to any date for the payment of any amount that falls on a day that is not a Business Day.
Business Days:	London, New York and Taipei
Fixed Amounts	
Fixed Rate Payer:	Party A. Party A shall pay the Fixed Amount to Party B on the Fixed Rate Payer Payment Dates.
Fixed Rate Payer Calculation Amount:	USD 6,000,000
Fixed Rate Payer Payment Dates:	22 March, 22 June, 22 September and 22 December in each year commencing on 22 September 2012 to and including the Scheduled Termination Date.
Fixed Rate Payer Period End Dates:	20 March, 20 June, 20 September and 20 December in each year commencing on 20 September 2012 to and including 20 December 2014, subject in each case to adjustment in accordance with the Following Business Day Convention.
Fixed Rate	1 per cent.
Fixed Rate Day Count Fraction:	Actual/360
Final Exchange:	
Final Exchange:	<p>Save as provided below, upon the occurrence of a Mandatory Redemption Event Determination Date or Additional Early Redemption Event Determination Date (as applicable) all further payments and deliveries under this Transaction shall be suspended.</p> <p>On or before the eighth Business Day following a Mandatory Redemption Event Determination Date or Additional Early Redemption Event Determination Date (as applicable), the Calculation Agent shall notify Party A of the Mandatory Redemption Amount.</p> <p>For these purposes "Mandatory Redemption Event Determination Date" and "Additional Early Redemption Event Determination Date" shall each have the meaning as defined in the Conditions.</p> <p>On each Party satisfying its obligations under this Transaction to pay or deliver a Final Exchange Amount, the obligations of the parties under this Transaction, the Skew Swap Transaction and the Interest Rate Swap Transaction shall terminate and no further amount shall be payable or deliverable by either Party A or Party B to the</p>

other party (including for the avoidance of doubt under Section 6(e) of the Agreement).

Party A Final Exchange Date

The Business Day prior to the Mandatory Early Redemption Date or Additional Early Redemption Date (as applicable).

Party B Final Exchange Date

The fourth Business Day following the Mandatory Redemption Event Determination Date or Additional Early Redemption Event Determination Date (as applicable).

Party A Final Exchange Amount

The Mandatory Redemption Amount (as defined in the Notes)

Party B Final Exchange Amount

Party B shall deliver the Collateral (having an aggregate principal amount as at the Effective Date, USD 6,000,000) with full title guarantee to Party A (for avoidance of doubt, including any redemption proceeds in respect thereof), provided however that where it would be impossible, impracticable, illegal or in breach of any restriction (whether regulatory, fiduciary or otherwise) for Party B to deliver some or all of the Collateral to Party A, Party B shall cause such Collateral to be liquidated in accordance with the Custody Agreement and shall pay the proceeds of such liquidation to Party A as soon as reasonably practicable thereafter no later than the eighth Business Day prior to the Mandatory Early Redemption Date or Additional Early Redemption Date (as applicable).

2. Special Provisions

2.1 Calculation Agent

The Calculation Agent shall not be obliged to provide a written computation showing its calculation of any amounts payable under this Transaction and shall not be obliged to consult with Party B.

2.2 Separate Agreements

Paragraph (q) of Part 1 of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

"(q) Separate Agreements

Section 1(c) shall be deleted and replaced with the following:

"Notwithstanding anything to the contrary in this Agreement, each Transaction in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction is entered into on the basis that the provisions of this Agreement are incorporated by reference into the corresponding Confirmation relating to each such Transaction so that this Agreement and each such relevant Confirmation shall form a single agreement with respect to all such Transactions, and "Transaction" and "Agreement" shall be interpreted accordingly. This Agreement shall not be construed in any circumstances to form a single agreement with two or more Confirmations together other than as specifically set out above (and accordingly, this Agreement shall not be construed to form a single agreement with the Confirmations in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction, together with a Confirmation in relation to the Series of any other Notes). It is understood that the parties would not otherwise enter into any Transaction. References to this "Agreement" in respect of each Transaction mean this

document together with the Confirmation relating to that Transaction."

2.3 Amendment to Agreement

A new paragraph (l) shall be added to Part 5 of the Schedule to the Agreement as follows:

- "(i) For the purposes of any Payer Tax Representation, the words "any Tax from any payment" shall not include any tax imposed under Section 1471 and 1472 of the Internal Revenue Code of 1986, as amended (or the United States Treasury regulations or other guidance issued or any agreements entered into thereunder) ("**FATCA Withholding Tax**");
- (ii) for the avoidance of doubt the parties agree that for purposes of Section 2(d) of this Agreement the deduction or withholding of FATCA Withholding Tax is required by applicable law; and
- (iii) the definition of "Indemnifiable Tax" shall not include any FATCA Withholding Tax."

2.4 Counterparty Optional Termination

For the purposes of this Transaction, Part 1(r) of the Schedule to the Agreement shall be deleted and replaced with the following:

"(r) Counterparty Optional Termination. Notwithstanding Section 6 of the Agreement, Party A may at its option, by service of written notice on Party B (an "**Optional Termination Notice**"), terminate the relevant Transaction in whole or in part and without payment by either party, with effect from the day specified in such notice, or if such day is not a Business Day the next following such day (the "**Value Date**"), if any Notes to which that Transaction relates are purchased by or on behalf of Party A or any of its subsidiaries or affiliates ("**Purchased Notes**"). Such Transaction shall terminate pro rata in the proportion (the "**Proportion**") that the aggregate outstanding principal amount of the Purchased Notes bears to the aggregate principal amount of Notes outstanding immediately prior to the purchase of the Purchased Notes by Party A or any of its subsidiaries or affiliates, and the Notional Amount and all future payment obligations of Party A and Party B under the Transaction shall be reduced by that Proportion. Upon service of the Optional Termination Notice, Party B shall be obliged to transfer to Party A on the Value Date a nominal amount of Collateral equal to that Proportion of the Collateral and the Collateral shall be reduced accordingly. Upon receipt of such Collateral, Party A shall deliver the Purchased Notes to the Principal Paying Agent for cancellation and no amount in respect of the mark-to-market value of the transaction will be payable by or to Party A in these circumstances."

2.5 Collateral Grace Period and Suspension of Payments

If Party A, in its sole and absolute discretion, determines under this Transaction that the Collateral Issuer (as defined in the Notes) shall have failed to make any payment under the Collateral on the originally scheduled date for such payment or in the originally scheduled amount of such payment, no payment shall be made by Party A during the applicable Collateral Grace Period (as defined in the Notes) under this Transaction, unless Party A, in its sole and absolute discretion, determines that such failure has been remedied by the Collateral Issuer prior to the end of such Collateral Grace Period. If Party A, in its sole and absolute discretion, determines under this Transaction that the Collateral Issuer shall have remedied such failure prior to the end of such Collateral Grace Period, the balance of the payment that would otherwise have been payable under this Transaction shall be due on the second Business Day after the date on which Party A determines under this Transaction that such failure has been remedied. In determining whether a payment failure has (or may have) occurred, Party A may, without limitation, rely on evidence of non-receipt of funds.

If Party A, in its sole and absolute discretion, determines that facts exist which may or would with the passing of time (assuming the expiration of any applicable Collateral Grace Period) amount to a Collateral Event, no payment shall be made by it under this Transaction for the

period of ten Business Days following such determination (the "**Suspension Period**"). At any time during the Suspension Period, Party A, in its sole and absolute discretion, may determine that a Mandatory Redemption Event or an Additional Early Redemption Event has occurred. If on the final Business Day of the Suspension Period no such determination and designation has been made, then two Business Days thereafter, Party A shall pay the balance of the scheduled payment that was otherwise due by it under this Transaction. Party B shall not be entitled to a further payment as a consequence of the fact that payment is postponed pursuant to this paragraph.

For the avoidance of doubt, any suspension of payment(s) in accordance with this Clause 2.5 applies to payment(s) and deliveries by Party A only and the payment(s) and deliveries of Party B (if any) under this Transaction shall not be affected.

3. **Notice and Account Details**

3.1 **Telephone and/or facsimile numbers and contact details for notices:**

Notice Details for Party A:

Credit Suisse International
One Cabot Square
London E14 4QJ
England
Attention:

- (1) General Counsel Europe, Legal &
Compliance Department, Facsimile No:
+44 (0) 207 888 2686

With a copy to:

- (2) Managing Director Credit Derivatives
Group
Facsimile No: +001 212 743 4872

With copy to:

- (3) Global Head of OTC Operations,
Derivatives Support Group, Facsimile No:
+44 (0) 207 888 9503

Notice Details for Party B:

Sherlock Limited
13 Castle Street
St Helier
Jersey JE4 5UT
Attention:
Directors c/o Company Secretary
Facsimile No: +44 1534 769770

3.2 **Account Details**

Account for payments to Party A:

Bank:	The Bank of New York Mellon, New York
SWIFT:	IRVTUS3N
ABA:	021000018
Account Name:	Credit Suisse International, London
Bank Account Number:	890-0360-968

Account for payments to Party B:

Bank	The Bank of New York Mellon, New York
------	---------------------------------------

BIC:	IRVTUS3N
For:	The Bank of New York Mellon, Brussels
BIC:	IRVTBEBB
Acc:	8900285451
Ref:	XS0811138402/Corporate Trust

4. **Offices**

Neither party is a Multibranch Party.

5. **Governing Law**

This Confirmation will be governed by and construed in accordance with English law.

In relation to any legal action or proceedings arising out of or in connection with this Confirmation ("**Proceedings**"), the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to Proceedings in such courts whether on the ground that the Proceedings have been brought in an inconvenient forum or otherwise.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours faithfully

Credit Suisse International

By:

By:

Name:
Title:

Name:
Title:

Agreed and accepted by:
Sherlock Limited

By:

Name:
Title:

FORM OF INTEREST RATE SWAP CONFIRMATION

To:
Sherlock Limited
13 Castle Street
St. Helier
Jersey JE4 5UT
Channel Islands

30 August 2012

Dear Sirs,

Sherlock Limited: Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of the Swap Transaction entered into between Credit Suisse International ("**Party A**") and Sherlock Limited, a company incorporated with limited liability in Jersey ("**Party B**"), with an Effective Date specified below (the "**Transaction**").

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the 1992 ISDA Master Agreement and schedule thereto between Party A and BOATS Rated Investments (Jersey) Limited dated as of 14 November 2003, which Party B has agreed to be bound by pursuant to an amended and restated acceptance deed dated 14 November 2003 (the "**Agreement**"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Words and expressions defined in the terms and conditions of Party B's Series 227 USD 6,000,000 Floating Rate Leveraged Skew Notes due December 2014 (the "**Notes**") (as the same may be amended, modified or supplemented from time to time, the "**Conditions**"), shall bear the same meanings in this Confirmation provided that in the event of any inconsistency between words and expressions defined in the Conditions and words and expressions defined in this Confirmation, this Confirmation will govern.

The terms of the Swap Transaction to which this Confirmation relates are as follows:

1. **General Terms**

Trade Date:	27 July 2012.
Effective Date:	30 August 2012.
Scheduled Termination Date:	22 December 2014 subject to adjustment in accordance with the Business Day Convention.
Termination Date:	The earlier to occur of the Scheduled Termination Date and the Party A Final Exchange Date under the Skew Swap Interest Rate Swap Transaction (if any).
Business Day Convention:	Following, which shall apply to any date for the payment of any amount that falls on a day that is not a Business Day.
Business Days:	London, New York and Taipei.

Party A Floating Amount:

Party A Floating Rate Payer:	Party A.
Party A Floating Rate Payer Calculation Amount:	USD 6,000,000.
Party A Floating Rate Payer Payment Dates:	22 March, 22 June, 22 September, 22 December in each year commencing on 22 September 2012 to and including the Scheduled Termination Date.
Party A Floating Rate Payer Period End Dates:	20 March, 20 June, 20 September and 20 December in each year commencing on 20 September 2012 to and including 20 December 2014, subject in each case to adjustment in accordance with the Following Business Day Convention.
Floating Rate Option:	USD-LIBOR-BBA
Designated Maturity:	Three months provided "Linear Interpolation" shall apply to the first Calculation Period.
Spread:	plus 1.00 per cent.
Reset Dates:	The first day of each Calculation Period.
Floating Rate Day Count Fraction:	Actual/360.
	For the avoidance of doubt, Negative Interest Rate Method applies to this Transaction.

Party B Floating Amount:

Party B Floating Amount Payer:	Party B.
Party B Floating Amount:	An amount equal to the amount due to be paid in accordance with the terms of the Collateral as of the Effective Date on each Collateral Payment Date.
Party B Floating Rate Payer Payment Dates:	Each Collateral Payment Date.
Collateral Payment Dates:	Each date up to and including the Maturity Date on which any amount of interest is due to be paid in accordance with the terms and conditions of the Collateral as of the Effective Date.

The dates and amounts of all of the payments specified in this paragraph 1 are subject to the Special Provisions specified in paragraph 2, which shall prevail in the event of any conflict.

2. Special Provisions

2.1 Counterparty Optional Termination

For the purposes of this Transaction, Part 1(r) of the Schedule to the Agreement shall be deleted and replaced with the following:

"(r) Counterparty Optional Termination. Notwithstanding Section 6 of the Agreement, Party A may at its option, by service of written notice on Party B (an "**Optional Termination Notice**"), terminate the relevant Transaction in whole or in part and without payment by either party, with effect from the day specified in such notice, or if such day is not a Business Day the next following such day (the "**Value Date**"), if any Notes to which that Transaction relates are purchased by or on behalf of Party A or any of its subsidiaries or affiliates ("**Purchased Notes**").

Such Transaction shall terminate pro rata in the proportion (the "**Proportion**") that the aggregate outstanding principal amount of the Purchased Notes bears to the aggregate principal amount of Notes outstanding immediately prior to the purchase of the Purchased Notes by Party A or any of its subsidiaries or affiliates, and the Notional Amount and all future payment obligations of Party A and Party B under the Transaction shall be reduced by that Proportion. Upon service of the Optional Termination Notice, Party B shall be obliged to transfer to Party A on the Value Date a nominal amount of Collateral equal to that Proportion of the Collateral and the Collateral shall be reduced accordingly. Upon receipt of such Collateral, Party A shall deliver the Purchased Notes to the Principal Paying Agent for cancellation and no amount in respect of the mark-to-market value of the transaction will be payable by or to Party A in these circumstances."

2.2 Withholding or Deductions in respect of Collateral

For the avoidance of doubt, no Party B Floating Amounts payable by Party B to Party A hereunder shall be reduced on account of any deduction or withholding from any payment in respect of the Collateral on account of any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any such payment in respect of the Collateral, or on account of any right of set-off, or for any other reason whatsoever.

2.3 Calculation Agent

The Calculation Agent shall not be obliged to provide a written computation showing its calculation of any amounts payable under this Transaction and shall not be obliged to consult with Party B.

2.4 Suspension of Payments

Special Provision 2.5 of the Skew Swap Interest Rate Swap Transaction shall apply mutatis mutandis to this Transaction.

2.5 Separate Agreements

Paragraph (q) of Part 1 of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

"(q) Separate Agreements

Section 1(c) shall be deleted and replaced with the following:

"Notwithstanding anything to the contrary in this Agreement, each Transaction in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction is entered into on the basis that the provisions of this Agreement are incorporated by reference into the corresponding Confirmation relating to each such Transaction so that this Agreement and each such relevant Confirmation shall form a single agreement with respect to all such Transactions, and "Transaction" and "Agreement" shall be interpreted accordingly. This Agreement shall not be construed in any circumstances to form a single agreement with two or more Confirmations together other than as specifically set out above (and accordingly, this Agreement shall not be construed to form a single agreement with the Confirmations in relation to the Interest Rate Swap Transaction and the Skew Swap Transaction together with a Confirmation in relation to the Series of any other Notes). It is understood that the parties would not otherwise enter into any Transaction. References to this "Agreement" in respect of each Transaction mean this document together with the Confirmation relating to that Transaction."

2.6 Amendment to Agreement

A new paragraph (l) shall be added to Part 5 of the Schedule to the Agreement as follows:

"(i) For the purposes of any Payer Tax Representation, the words "any Tax from any payment" shall not include any tax imposed under Section 1471 and 1472 of the

Internal Revenue Code of 1986, as amended (or the United States Treasury regulations or other guidance issued or any agreements entered into thereunder) ("**FATCA Withholding Tax**");

(ii) for the avoidance of doubt the parties agree that for purposes of Section 2(d) of this Agreement the deduction or withholding of FATCA Withholding Tax is required by applicable law; and

(iii) the definition of "Indemnifiable Tax" shall not include any FATCA Withholding Tax."

3. **Notice and Account Details**

3.1 **Telephone and/or facsimile numbers and contact details for notices:**

Notice Details for Party A:

Credit Suisse International
One Cabot Square
London E14 4QJ
England
Attention:

(1) General Counsel Europe, Legal & Compliance
Department,
Facsimile No: +44 (0) 207 888 2686

with a copy to:

(2) Managing Director Credit Derivatives Group,
Facsimile No: +001 212 743 4872

with a copy to:

(3) Global Head of OTC Operations, Derivatives
Support Group,
Facsimile No: +44 (0) 207 888 9503

Notice Details for Party B:

Sherlock Limited
13 Castle Street
St Helier
Jersey
JE4 5UT
Attention:
Directors c/o Company Secretary
Facsimile No: +44 1534 769770

3.2 **Account Details:**

Account for payments to Party A:

Bank:	The Bank of New York Mellon, New York
SWIFT:	IRVTUS3N
ABA:	021000018
Account Name:	Credit Suisse International, London
Bank Account Number:	890-0360-968

Account for payments to Party B:

Bank:	The Bank of New York Mellon, New York
BIC:	IRVTUS3N
For:	The Bank of New York Mellon, Brussels
Bic:	IRVTBEBB
Account:	8900285451
Ref:	XS0811138402/ Corporate Trust

4. **Offices**

Neither party is a Multibranch Party.

5. **Governing Law**

This Confirmation will be governed by and construed in accordance with English law.

In relation to any legal action or proceedings arising out of or in connection with this Confirmation ("**Proceedings**"), the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to Proceedings in such courts whether on the ground that the Proceedings have been brought in an inconvenient forum or otherwise.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours faithfully

Credit Suisse International

By:

By:

Name:
Title:

Name:
Title:

Agreed and accepted by:
Sherlock Limited

By:

Name:
Title:

DESCRIPTION OF THE COMPANY

General

The Company was incorporated and registered on 22 July, 1997 under the Companies (Jersey) Law 1991 as a private company with the registration number 69278 and became a public company on 30 April 2001. The Company has been incorporated in Jersey for an indefinite period. The registered office of the Company is at 13 Castle Street, St. Helier, Jersey, JE4 5UT, Channel Islands. Telephone +44(0)1534 750507. The authorised share capital of the Company is USD 10,000 divided into 10,000 shares of USD1 each. Ten shares have been issued and fully paid and the beneficial ownership of those shares is held by Sanne Trust Company Limited (the "**Share Trustee**") in its capacity as trustee of the Sherlock Trust (the "**Trust**") under the terms of an instrument of trust (the "**Instrument of Trust**") dated 24 July 1997 as amended, under which the Share Trustee will hold all the assets of the Trust for charitable purposes. The Share Trustee has covenanted in the Instrument of Trust not to (a) dispose or otherwise deal with any shares in the Company as long as any borrowings by the Company are outstanding; and (b) act in any way so as to prejudice, or which may be inconsistent with, the performance by the Company of its obligations under any agreements or arrangements to which it may be party. The Share Trustee has no beneficial interest in, and derives no benefit other than its fees for acting as Share Trustee from, its indirect holding of the shares of the Company. The Company entered into a USD 1,000,000,000 Secured Note Programme on 18 September 1997. No notes have been issued or loans, options or swaps entered into by the Company pursuant to or in accordance with such Secured Note Programme and the Company has undertaken no financial activities since the establishment of such Secured Note Programme. No prospectus relating to any notes has ever been circulated in connection with such Secured Note Programme. The Company has subsequently terminated its rights and obligations under such Secured Note Programme.

The Company has been established as a special purpose vehicle. The principal activities of the Company are the issuance of financial instruments, the acquisition of financial assets and the entering into of other legally binding arrangements.

Business

Under the terms of the Acceptance Deed and the Principal Trust Deed, the Company will not undertake any business other than the issue of Notes and the entry into and performance of related transactions in accordance with the Principal Trust Deed, the Swap Agreement and any related agreements and will not (except as contemplated by the Principal Trust Deed) declare any dividends without the consent of the Trustee.

The Company has, and will have, no assets other than its rights over the Collateral and its rights under any Swap Agreement and any other cash and securities held by it pursuant to transactions in accordance with such agreements or permitted by the Trustee in accordance with Condition 5 and Condition 16 of the Notes, any assets on which any further Notes issued as part of the Series of Notes are secured and the sum of USD10 representing the Company's issued and paid-up share capital.

The only assets of the Company available to meet the claims of the holders of the Notes will be the assets which comprise the security for the Notes, as described under Condition 4 of the Notes.

The Notes are obligations of the Company alone and not of the Share Trustee, the Administrator (as defined below), the Trustee, the Counterparty or the Custodian.

There is no intention to accumulate surpluses in the Company.

Directors and Secretary

Sanne Trust Company Limited (the "**Administrator**") has been appointed as the administrator of the Company and will be responsible for the management and administration of the Company pursuant to an acceptance and administration agreement dated 25 January 2008.

The Directors of the Company are as follows:

<i>Name</i>	<i>Principal Occupation</i>
Simon Young	Chartered Accountant
Andrew Polland	Lawyer
James Saout	Company Director
John Wiseman	Certified Accountant

The business address of each of the Directors is 13 Castle Street, St. Helier, Jersey JE4 5UT, Channel Islands.

The Secretary of the Company is Sanne Secretaries Limited of 13 Castle Street, Jersey JE4 5UT, Channel Islands.

The Directors are directors of the Administrator and each Director has an interest in the Share Trustee, the Administrator and the Secretary of the Company to whom fees are payable for acting in their respective capacities.

Financial Statements

Since its incorporation, the Company has prepared unaudited financial statements for the period ended 30 September, 1998 and the years ended 30 September, 1999 and 30 September, 2000 and audited financial statements for the period ended 30 September, 2001, 30 September 2002, 30 September 2003, 30 September 2004, 30 September 2005, 28 February 2007, 28 February 2008, 28 February 2009 and 30 June 2010 and 30 June 2011. Since becoming a public company, the Company is required by Jersey law to prepare annual audited financial statements and the latest audited financial statements prepared in relation to the Company are dated 30 June 2011. The Company is not required to, and does not, prepare interim accounts. The annual audited financial statements for the latest two financial years dated 30 June 2010 and 30 June 2011 have been filed with the Irish Stock Exchange and are incorporated by reference into these Listing Particulars.

Auditors

The Auditors of the Company are KPMG Channel Islands Limited of 5 St Andrews Place, St Helier, Jersey JE4 8WQ, a firm of Chartered Accountants and are members of the Institute of Chartered Accountants of England & Wales and are qualified to act as auditors in Jersey.

DESCRIPTION OF THE COUNTERPARTY

The information appearing in this Section has been prepared by the Counterparty's ultimate parent, Credit Suisse AG (the "Bank"), and has not been independently verified by the Company, Trustee or any other person. Accordingly, notwithstanding anything to the contrary herein, the Company and the Trustee do not assume any responsibility for the accuracy, completeness or applicability of such information and Credit Suisse accepts sole responsibility for the information in this Section and to the best of the knowledge and belief of the Bank (who has taken all reasonable care to ensure that such is the case), the information contained in this Section is in accordance with the facts and does not omit anything likely to affect the import of such Information. Prospective investors should make their own independent investigations into Credit Suisse and Credit Suisse International.

Credit Suisse Group AG and Credit Suisse International

The Counterparty is Credit Suisse International ("**CSI**"). Its address is One Cabot Square, London, E14 4QJ. CSI is an unlimited liability company and an indirect wholly owned subsidiary of Credit Suisse Group AG ("**CSG**"). CSI is authorised under the Financial Services and Markets Act 2000 by the Financial Services Authority ("**FSA**").

The Counterparty has securities admitted to trading on the regulated market of the Irish Stock Exchange.

The Counterparty was incorporated in England and Wales under the Companies Act 1985, on 9 May 1990, with registered no. 2500199 and was re-registered as an unlimited liability company under the name "Credit Suisse Financial Products" on 6 July 1990, and was renamed Credit Suisse First Boston International on 27 March 2000 and Credit Suisse International on 16 January 2006. Its registered office and principal place of business is at One Cabot Square, London E14 4QJ, telephone number +44 (0)20 7888 8888. The Counterparty is an English bank and is regulated as an EU credit institution by The FSA under the Financial Services and Markets Act 2000. The FSA has issued a scope of permission notice authorising the Counterparty to carry out specified regulated investment activities.

The Counterparty is an unlimited liability company and, as such, its shareholders have a joint, several and unlimited obligation to meet any insufficiency in the assets of the Counterparty in the event of its liquidation. The joint, several and unlimited liability of the shareholders of the Counterparty to meet any insufficiency in the assets of the Counterparty will only apply upon liquidation of the Counterparty. Therefore, prior to any liquidation of the Counterparty, the security holders may only have recourse to the assets of the Counterparty and not to those of its shareholders.

The Counterparty commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, foreign exchange, equities, commodities and credit. The primary objective of the Counterparty is to provide comprehensive treasury and risk management derivative product services. The Counterparty has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets. The business is managed as a part of the Investment Banking Division of Credit Suisse AG in the Europe, Middle East and Africa region, and is supported by Credit Suisse AG's Shared Services Division, which provides business support services in such areas as finance, legal, compliance, risk management, and information technology.

Further information regarding the Counterparty can be obtained from the CSI Registration Document, a copy of which can be found at www.credit-suisse.com.

SUBSCRIPTION AND SALE

General

The Arranger and the Company have agreed that no action has been or will be taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of these Listing Particulars, or any other offering or publicity material relating to the Notes, in any country or jurisdiction where action for that purpose is required. The Arranger has agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells, or delivers Notes or has in its possession or distributes these Listing Particulars, or any such other material, in all cases at its own expense unless otherwise agreed.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any State of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act. The Company has not been and does not intend to be registered as an investment company under the 1940 Act.

Bearer Notes will be subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to, or for the account of, a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each of the Arranger and the Dealer has represented and agreed that it will not offer, sell or deliver Notes of a Non-U.S. Series or Non-U.S. Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the Arranger or the Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each of the Arranger and the Dealer has further agreed that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Persons considering the purchase of Notes should consult their own legal advisers concerning the application of U.S. securities laws to their particular situations as well as any consequences of the purchase, ownership and disposition of Notes arising under the laws of any other relevant jurisdictions.

Act on Financial Supervision – European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each of the Arranger and the Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (A) in (or in Germany, where the offer starts within) the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;

- (B) at any time to Qualified Investors; or
- (C) at any time in any other circumstances which do not require the publication by the Company of a prospectus pursuant to Article 3 of the Prospectus Directive or a supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented by the Relevant Member), and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

United Kingdom

Each of the Arranger and the Dealer has represented and agreed that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act ("**FSMA**") by the Company;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Taiwan

The Notes may not be sold offered or issued to Taiwan resident investors unless they are made available outside Taiwan for purchase by such investors outside Taiwan.

For the purposes of this section "Subscription and Sale" and the section headed "Risk Factors", "**Dealer**" means Credit Suisse International in its capacity as a dealer of the Notes.

USE OF PROCEEDS

The net proceeds from the issue of the Notes, being USD 6,000,000 will be used to fund the purchase of the Collateral under a securities sale agreement made between the Company and Credit Suisse International dated 30 August 2012.

FORM OF THE NOTES

The Notes will be in bearer form and are represented by a Temporary Global Note exchangeable for a Permanent Global Note, which will be deposited with a Common Depositary for credit to the accounts of subscribers at Euroclear and Clearstream, Luxembourg. The Permanent Global Note is exchangeable for Definitive Notes in the circumstances set out therein.

DESCRIPTION OF THE SECURITY AND CUSTODY ARRANGEMENTS

The obligations of the Company under the Trust Deed, the Notes, the Coupons and the Swap Agreement will be secured by or pursuant to the Supplemental Trust Deed dated the Issue Date and the Principal Trust Deed. The security will be created in favour of the Trustee for the benefit of itself, the Noteholders, the Couponholders and the Counterparty.

The obligations of the Company under the Trust Deed, the Notes and the Swap Agreement will be secured by an assignment by way of security of the Company's rights under (i) the Collateral (including all proceeds of, income from and sum arising under the Collateral), (ii) all assets and property of the Company deriving from such Collateral or the rights attaching to such Collateral, (iii) the Agency Agreement insofar as such rights relate to the Notes and any sums related thereto, (iv) the Custody Agreement under which the Collateral is held by the Custodian, and (v) all sums held by the Principal Paying Agent and/or the Custodian (if any) to meet payments due in respect of the Notes and/or the Swap Agreement in each case in favour of the Trustee for the benefit of itself, the Noteholders and the Counterparty.

The Company's obligations under the Trust Deed and the Notes will also be secured by an assignment by way of security of the Company's rights under the Swap Agreement in favour of the Trustee for the benefit of itself and the Noteholders, subject to an assignment by the Company to The Bank of New York Mellon, N.A. in its capacity as Principal Paying Agent of the Company's right to receive sums due from the Counterparty under the Swap Agreement.

The Trust Deed provides that the net proceeds of the Mortgaged Property, upon realisation thereof by the Trustee shall be applied in accordance with "Other Priority". "Other Priority" means "Counterparty Priority" save that any remuneration or costs, charges, expenses and liabilities (including legal fees) incurred by the Trustee, the Principal Paying Agent and the Custodian and any other amounts due to, the Trustee, the Principal Paying Agent and the Custodian in respect of the Notes rank prior to any claim of the Counterparty under the Swap Agreement as further described in the Trust Deed.

The Custodian shall hold the Collateral in an account at Euroclear. The Custodian will credit such Collateral to an account in its books in the name of the Company into which all payments received by it in respect of the Collateral will also be credited. Title to such Collateral shall remain with the Counterparty until the Notes are credited, upon their issue, to the securities account of the Counterparty with Euroclear.

The Trustee shall have no responsibility for monitoring the performance by the Calculation Agent or the Custodian of their obligations to the Company. In addition, the Trustee shall have no responsibility for taking any action to enforce the obligations of the issuer of the Collateral. The Trustee shall not be responsible for the exercise or non-exercise of any voting or other rights in respect of the Collateral and shall not be obliged to do so unless directed by an Extraordinary Resolution of the Noteholders and unless indemnified to its satisfaction. The Trustee may call for and accept as sufficient evidence of the existence and amount of any payment due in accordance with the terms of the Swap Agreement a certificate to that effect signed by a director of the Counterparty and the Trustee shall not be bound to call for any further evidence and shall not be responsible for any loss which may be occasioned by acting on any such certificate.

The Trustee shall have no responsibility for the validity, enforceability, sufficiency or value of the security created by the Trust Deed, the rights thereunder or the security thereover and prior to an Event of Default having occurred shall have no responsibility for monitoring whether the security created by the Trust Deed has become enforceable.

GENERAL INFORMATION

1. The issue of the Notes was authorised pursuant to the resolutions passed by the Board of Directors of the Company on 30 April 2001, 14 November 2003 and 17 March 2008.
2. Save as disclosed herein, there has been no material adverse change in the financial position or prospects of the Company since the date of its latest audited financial statements, being as at the date hereof, 30 June 2011.
3. The Company is not involved in any litigation, arbitration or legal and governmental proceedings that may have, or have had since its incorporation, a significant effect on its financial position, nor is the Company aware that any such proceedings are pending or threatened.
4. Physical copies of the Trust Deed, the Swap Agreement, the Custody Agreement and the prospectus supplement dated 10 August 2005 in connection with the offering of the Collateral will be made available during usual business hours on any day (except Saturdays, Sundays and legal holidays) so long as any of the Notes remain outstanding, at the specified office of the Principal Paying Agent, One Canada Square, London E14 5AL.
5. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg under Common Code 081113840. The International Securities Identification Number for the Notes is XS0811138402.
6. Estimated total expenses related to admission to trading on the Global Exchange Market of the Irish Stock Exchange are approximately EUR 5,500.
7. For so long as these Notes remain outstanding, the constitutional documents of the Company and the audited financial statements of the Company for the previous two financial years shall be available, in printed form free of charge, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Company.
8. The Company does not intend to provide post issuance information regarding the Notes or the performance of the Collateral.

SCHEDULE 1

BASE TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, subject to completion and amendment and as supplemented, modified or replaced by the provisions of the relevant Supplemental Trust Deed, and as described in the relevant Series Memorandum and the section headed "Summary of Provisions Relating to the Notes while in Global Form", will be applicable to the Global Note(s) or Global Certificates representing each Series and to the Definitive Bearer Notes or Individual Certificates (if any) issued in exchange therefor and, subject further to simplification by deletion of non-applicable provisions, will be endorsed on such Definitive Bearer Notes or Individual Certificates, details of the relevant Series being shown on the relevant Notes or Certificates and in the relevant Series Memorandum. References in the terms and conditions to the "Counterparty" and the "Swap Agreement" shall only be applicable if the relevant Series Memorandum indicates that the Company has entered into a Swap Agreement relating to the Notes.

The Notes are constituted and secured by a supplemental trust deed dated the Issue Date (the "Supplemental Trust Deed") and made between the Company, J.P. Morgan Trustee and Depositary Company (the "Trustee", which expression shall include all persons for the time being the trustee or trustees for any Series under the Trust Deed (as defined below)), as trustee for the holders of the Notes and, if applicable, Credit Suisse First Boston International as swap counterparty (the "Counterparty", which expression shall include any other person so specified), supplemental to an amended and restated master principal trust deed and acceptance deed by which the Company is bound (the "Principal Trust Deed", which expression shall include any amendments or supplements thereto) dated 14th November, 2003 and made between the Company, the Trustee and the Counterparty. The Principal Trust Deed and the Supplemental Trust Deed are referred to together as the "Trust Deed". Payments under the Notes will be made pursuant to an amended and restated master agency agreement dated 14th November, 2003, as amended from time to time, to the extent such agreement applies to the Company, which the Company has entered into with the Trustee, JPMorgan Chase Bank as principal paying agent (in such capacity the "Principal Paying Agent") and as authentication agent, Credit Suisse First Boston International as calculation agent unless another financial institution is specified as such in the relevant Supplemental Trust Deed (the "Calculation Agent"), JPMorgan Bank Luxembourg S.A. as paying agent (together with the Principal Paying Agent and any other paying agents appointed, the "Paying Agents"), the transfer agents (the "Transfer Agents") referred to therein and JPMorgan Chase Bank as registrar (the "Registrar") and as paying agent or pursuant to such other agreement, as amended from time to time, as may be specified in the relevant Supplemental Trust Deed. References in these Conditions (as defined below) to the Principal Paying Agent and the other Agents and to the "Agency Agreement" shall be construed accordingly. All Collateral (as defined in Condition 4(a)) taking the form of securities will be held or caused to be held on behalf of the Company by JPMorgan Chase Bank acting in its capacity as custodian and/or by such other custodian as may be separately appointed by the Company as further described herein. References in these Conditions to the "Custodian" and the "Custody Agreement" shall be construed accordingly. Statements in these terms and conditions as amended and supplemented by the relevant Supplemental Trust Deed, and as described in the relevant Series Memorandum (the "Conditions") are subject to the detailed provisions of the Trust Deed and the Agency Agreement, copies of which are available for inspection at the registered office of the Trustee, being at the date hereof Trinity Tower, 9 Thomas More Street, London E1W 1YT and the specified offices of the Paying Agents. The Trust Deed includes the form of the Notes in bearer and registered form, the interest coupons (if any) relating to Notes in bearer form (the "Coupons"). Noteholders and Couponholders (each as defined in Condition 1) are entitled to the benefit of, and are deemed to have notice of, all the provisions contained in the Trust Deed and the relevant Series Memorandum and those applicable to them of the Agency Agreement.

The Company has executed a deed (the "Acceptance Deed") under which it has become bound by the Master Documents (including the Principal Trust Deed) as defined in such Acceptance Deed. If so specified in the relevant Series Memorandum, the Company has entered into one or more confirmations (the "Confirmations") documenting the terms of a swap, option or other over-the-counter transaction relating to the Notes effective on the Issue Date pursuant to a 1992 ISDA Master Agreement dated 14th November, 2003, as amended from time to time, with the Counterparty or such other agreement as may be specified in the Acceptance Deed (such 1992 ISDA Master Agreement or other agreement together with the Confirmations, the "Swap Agreement").

Full details of the relevant Mortgaged Property will be set out in the relevant Supplemental Trust Deed for the relevant Series.

Capitalised terms used but not defined in these Conditions or the Principal Trust Deed shall have the meanings or values attributed to them in the relevant Supplemental Trust Deed unless the context otherwise requires or unless otherwise stated.

1 Form, Denomination and Title

The Notes are serially numbered and issued in bearer form ("Bearer Notes") in the denomination of the Denominations(s) or in registered form ("Registered Notes") in amounts of the Minimum Denomination or such integral multiples of a stated amount in excess thereof ("Authorised Denominations") as are specified in the relevant Supplemental Trust Deed. "Minimum Denomination" means in the case of Registered Notes USD100,000 or its nearest rounded equivalent in the Relevant Currency (or such other amount as is specified in the relevant Supplemental Trust Deed). All Registered Notes of the same Series shall have the same Authorised Denomination.

Bearer Notes are issued with Coupons attached save in the case of Notes which do not bear interest in which case references to interest (other than in relation to interest due after the due date for redemption in respect of overdue amounts of principal) and Coupons in these Conditions are not applicable.

Registered Notes are represented by registered certificates ("Individual Certificates"), each Individual Certificate representing a holding of one or more Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons appertaining thereto shall pass by delivery. Title to the Registered Notes shall pass by assignment and registration in the register which the Company shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Bearer Note or Coupon shall be deemed to be and may be treated as the absolute owner of such Note or Coupon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note or Coupon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone.

In these Conditions "Noteholder" means (i) the holder of any definitive Bearer Note or (ii) the person in whose name a Registered Note is registered and "Couponholder" means the holder of any Coupon.

The Company, the Trustee and each Paying Agent shall deem and treat each Noteholder and Couponholder as the absolute owner of the relevant Note or Coupon (whether or not such Note or such Coupon shall be overdue and notwithstanding any notice of ownership or writing thereon) for the purpose of making payments and for all other purposes.

2 Exchanges of Bearer Notes and Transfers of Registered Notes

(a) Exchange of Bearer Notes

Subject as provided in Condition 2(e), Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes of an Authorised Denomination at the request in writing of the relevant Noteholder and upon surrender of each Bearer Note to be exchanged, together with all unmatured Coupons relating to it, at the specified office of the Registrar or any Transfer Agent; provided, however, that where a Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 8(b)(ii)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Denomination may not be exchanged for Bearer Notes of another Denomination.

(b) Transfer of Registered Notes

A Registered Note may be transferred in whole or in part in an Authorised Denomination upon the surrender of the Individual Certificate representing such Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of a holding of Registered Notes represented by one Individual Certificate, a new Individual Certificate in respect of the balance not transferred will be issued to the transferor.

(c) Exercise of Options or Partial Redemption in respect of Registered Notes

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

(d) Delivery of new Registered Notes

Each new Individual Certificate to be issued upon exchange of Bearer Notes or transfer of Registered Notes will within seven business days (being a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar to whom such request for exchange or form of transfer shall have been delivered) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom such delivery shall have been made or, at the option of the holder making such delivery as aforesaid and as specified in the relevant request for exchange or form of transfer, be mailed at the risk of the holder entitled to the new Individual Certificate to such address as may be specified in such request for exchange or form of transfer.

(e) Exchange free of charge

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

(f) Closed periods

No Noteholder may require the transfer of a Registered Note to be registered or a Bearer Note to be exchanged for a Registered Note (i) during the period of 15 days ending on the

due date for any payment of principal on that Note, (ii) during the period of 15 days prior to any date on which Notes may be drawn for redemption by the Company at its option pursuant to Condition 7(f) or (iii) after any such Note has been drawn for redemption in whole or in part. A Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Individual Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Status

The Notes and the Coupons are secured obligations of the Company and rank and will rank *pari passu* without any preference among themselves. The Notes represent limited recourse obligations of the Company. Noteholders and Couponholders must rely solely upon payments under the Swap Agreement (if any) and/or out of Charged Assets in accordance with (and subject to the priority provisions described in) Condition 4.

4 Security

(a) Security

Unless otherwise specified in the Supplemental Trust Deed, the obligations of the Company to the Trustee and the Noteholders under the Trust Deed and the Notes and (except for (II) below in relation to the obligations of the Company under any Swap Agreement) the Swap Agreement (if any) are secured by the following charges and/or assignments (the "Security") granted in favour of the Trustee pursuant to the Trust Deed and subject to the provisions of this Condition 4:

(I)

- (i) a first fixed charge over, and/or assignment of (A) the assets and/or other property of the Company specified as such in the relevant Supplemental Trust Deed, if any (the "Collateral"); (B) all proceeds of, income from and sums arising from the Collateral; (C) all rights attaching to or relating to the Collateral including without limitation any right to delivery of such securities or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearance system or through a financial intermediary; and (D) all assets and property hereafter belonging to the Company and deriving from such assets or the rights attaching thereto;
- (ii) an assignment by way of first fixed charge of the Company's rights, title and interest under the Custody Agreement, to the extent that such rights relate to the assets and/or other property referred to in (i) above and a first fixed charge over all sums held by the Custodian to meet payments due in respect of the Notes or under the Swap Agreement (if any);
- (iii) an assignment by way of first fixed charge of the Company's rights, title and interest under the Agency Agreement, to the extent that such rights relate to sums held to meet payments due in respect of the Notes and a first fixed charge over all sums held by the Principal Paying Agent to meet payments due in respect of the Notes;

- (II) Subject to any Principal Paying Agent Assignment (as defined below), an assignment by way of first fixed charge over its rights under the Swap Agreement (if any) and all proceeds of and sums arising therefrom.

The assets described in (i), (ii) and (iii) of (I) above are together referred to herein as the "Charged Assets" and the Charged Assets together with the assets referred to in (II) above are together referred to as the "Mortgaged Property".

If so specified in the relevant Supplemental Trust Deed, with effect from the Issue Date, the Company shall assign to the Principal Paying Agent the benefit of the undertaking given by the Counterparty to the Company to pay to the Principal Paying Agent certain sums due to the Company under the Swap Agreement (the "Principal Paying Agent Assignment").

Cash flows generated by the Charged Assets and the Swap Agreement (if any) will be utilised by the Company in making payments in respect of the Notes.

If specified in the relevant Supplemental Trust Deed some or all of the Collateral will be held by the Custodian (which expression shall include any additional or other Custodians from time to time appointed) on behalf of the Company subject to the charge referred to above. The Company reserves the right at any time with the prior written approval of the Trustee and the Counterparty (if any) to change the Custodian. Notice of such change shall be given to the Noteholders in accordance with Condition 13. The Company is not obliged to insure or procure the insurance of the Collateral for any purposes.

(b) Application of Proceeds

The Trust Deed requires that, unless otherwise specified in the relevant Series Memorandum, the net proceeds of the Security for the Notes, upon realisation thereof after deduction of (i) any taxes required to be paid in connection with the realisation or enforcement of the Security prior to any such application and (ii) any remuneration or costs, charges, expenses and liabilities (including legal fees) incurred by the Trustee or any receiver in effecting the liquidation thereof or executing the trusts under the Trust Deed, be applied as set out below.

If "Counterparty Priority" is specified in the relevant Supplemental Trust Deed and Series Memorandum to be applicable:

- (i) firstly, in making any termination payment due to the Counterparty in accordance with the Swap Agreement (which for this purpose shall include any claim of the Custodian for reimbursement in respect of payments made to the Counterparty relating to sums receivable on the Collateral); and
- (ii) secondly, rateably in meeting the claims of the Noteholders and (if applicable) the Couponholders (which for this purpose shall include any claim of the Principal Paying Agent for reimbursement in respect of payment of principal and interest made to the relevant holders of Notes or Coupons). If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them pro rata on the basis of the amount due to each party entitled to such payment.

If "Pari Passu Ranking" is specified in the relevant Supplemental Trust Deed and Series Memorandum to be applicable, rateably in making any termination payment due to the Counterparty under the Swap Agreement (which for this purpose shall include any claim of the Custodian for reimbursement in respect of payments made to the Counterparty relating to sums receivable on the Collateral) and in meeting the claims of the Noteholders and (if applicable) the Couponholders (which for this purpose shall include any claim of the Principal Paying Agent for reimbursement in respect of payment of principal and interest made to the relevant holders of Notes or Coupons). If the moneys received by the Trustee are not enough to pay such amounts in full, the Trustee shall apply them pro rata on the basis of the amount due to each party entitled to such payment.

If "Noteholder Priority" is specified in the relevant Supplemental Trust Deed and Series Memorandum to be applicable:

- (i) firstly, rateably in meeting the claims of the Noteholders and (if applicable) the Couponholders (which for this purpose shall include any claim of the Principal Paying Agent for reimbursement in respect of payment of principal and interest made to the relevant holders of Notes or Coupons). If the moneys received by the

Trustee are not enough to pay such amounts in full, the Trustee shall apply them pro rata on the basis of the amount due to each party entitled to such payment: and

- (ii) secondly, in making any termination payment due to the Counterparty under the Swap Agreement (which for this purpose shall include any claim of the Custodian for reimbursement in respect of payments made to the Counterparty relating to sums receivable on the Collateral).

If "Other Priority" is specified in the relevant Supplemental Trust Deed and Series Memorandum to be applicable, the Trustee shall apply all moneys received by it under the provisions of the Principal Trust Deed and the relevant Supplemental Trust Deed in connection with the realisation or enforcement of the Security, as set out in the relevant Supplemental Trust Deed and Series Memorandum.

(c) *Swap Agreement(s)*

If specified in the Supplemental Trust Deed, the Company will enter into one or more Swap Agreements with the Counterparty under which the Company will (subject to the terms thereof) make payments to the Counterparty, on receipt by the Company of sums receivable by the Company on the Collateral and the Counterparty will make payments towards or equal to the obligations of the Company in respect of amounts due to the Noteholders, in each case as specified in the Supplemental Trust Deed.

Each transaction evidenced by a Swap Agreement will terminate on the date specified in the Supplemental Trust Deed, unless terminated earlier in accordance with its terms. Each Swap Agreement will (i) terminate if all the Notes are redeemed prior to their Maturity Date pursuant to any provision of Condition 9, and (ii) terminate in part on a pro rata basis in a proportion of its principal amount equal to the proportion that the principal of the Repayable Assets (as defined in Condition 7(b) below or the relevant Notes being redeemed bears to the principal amount of the Collateral or the outstanding Notes of the relevant Series) if some of the Notes are redeemed or the Notes are redeemed in part prior to their Maturity Date pursuant to any provision of Condition 7. In the event of an early termination of the Swap Agreement, any party to the Swap Agreement may be liable to make a termination payment to any other party in respect of any loss which such other party may have suffered as a result of that termination.

Neither the Company or the Counterparty is obliged under the Swap Agreement to gross up if withholding taxes are imposed, but the Swap Agreement is terminable in such event. If the Company, on the occasion of the next payment due under the Swap Agreement, would be required by law to withhold or account for tax or would suffer tax in respect of its income such that it would be rendered unable to make payment of the full amount due, the Company shall so inform the Trustee, and shall use reasonable endeavours to arrange (i) the substitution of a company incorporated in another jurisdiction as the principal obligor under the Notes, the Swap Agreement, the Trust Deed and the other Master Documents or (ii) the transfer of its residence for tax purposes, in each case as approved by the Trustee.

A further description of the terms of each Swap Agreement is set out in the section entitled "The Swap Agreement" below as amended by the relevant Series Memorandum.

(d) *Realisation of Security*

In the event of any of the Security becoming enforceable in accordance with the Trust Deed, the Trustee may at its discretion and:

- (i) if requested in writing by the holders of at least one-fifth in aggregate principal amount of the Notes then outstanding (as defined in the Trust Deed) or

- (ii) if directed by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders or
- (iii) if sums are due to the Counterparty and the Trustee is so directed in writing by the Counterparty,

(whichever shall be the first request or direction to be given) shall enforce the security. To do this it may realise all or some of the Collateral in a proportion equal to the proportion of the principal amount of the Notes which are subject to acceleration or early redemption and/or take action against any person liable in respect of any Repayable Assets to enforce repayment of such Repayable Assets, enforce and/or realise and terminate the Swap Agreement(s) pro rata in accordance with its or their terms, and/or take action against the Counterparty, but without any liability as to the consequence of such action and without having regard to the effect of such action on individual Noteholders or Couponholders and provided that the Trustee shall not be required to take any action that would involve any personal liability or expense without first being indemnified to its satisfaction. Notwithstanding the above, where "Counterparty Priority" or "Noteholder Priority" or "Other Priority" is specified, the Trustee will act only at, and in accordance with, the direction of the person or persons ranking in priority immediately after the Trustee.

(e) *Shortfall after Application of Proceeds*

The Company may not have sufficient funds to make all payments due in respect of the Notes and (if applicable) Coupons.

If the net proceeds of the Security upon realisation thereof in accordance with this Condition 4 and the Trust Deed are not sufficient to make all payments due in respect of the Notes, Coupons (if any) and the Swap Agreement (if any), the obligations of the Company in respect of the Notes, Coupons (if any) and any such Swap Agreement will be limited to such net proceeds and no other assets of the Company (including, in the case of a mandatory partial redemption, the Collateral other than the Repayable Assets, which will remain available to those holders whose Notes have not been redeemed) will be available for any further payments in respect of the Notes, Coupons (if any) or the Swap Agreement (if any). Claims in respect of any difference between the amount of the net proceeds of the Security after enforcement thereof and the amount which would otherwise have been payable under the Notes, Coupons (if any) and the Swap Agreement (if any) (a "shortfall") shall be extinguished and failure to make any payment in respect of any such shortfall shall in no circumstances constitute an Event of Default under Condition 9. Any such shortfall shall be borne by the Noteholders, Couponholders and the Counterparty (if any) according to the priorities specified in the relevant Supplemental Trust Deed. In such circumstances none of the Noteholders, the Couponholders (if any), the Trustee and the Counterparty (if any) will have the right to take any further action against the Company in respect of the shortfall and shall not be entitled at any time to institute against the Company or to join in any institution against the Company of any bankruptcy, reorganisation, arrangement, insolvency or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations relating to the Notes, Coupons (if any), the Trust Deed or Swap Agreement.

(f) *Limitation on Enforcement*

If the Notes are declared due and payable under Condition 9 such event will entitle the Trustee to exercise its rights as mortgagee in respect of the assets subject to the Security (including the Swap Agreement (if any)) but such event will not of itself entitle the Trustee to exercise such rights in respect of any other assets of the Company.

5 Restrictions

So long as any of the Notes remain outstanding, the Company will not, without the consent of the Trustee, incur any other indebtedness for borrowed moneys, engage in any business (other than the transactions contemplated by Condition 16, the Trust Deed, the Swap Agreement (if any)), the other Master Documents to which it is a party and any other agreements relating to the Security of any Series), declare any dividends (except as contemplated by the Trust Deed) or have any subsidiaries. Notwithstanding the foregoing and in addition to the further issues permitted under Condition 16, the Company shall be at liberty from time to time (without the consent of the Noteholders but provided that the Trustee is satisfied that the restrictions of this Condition will be complied with) to issue other securities, bonds, notes and obligations and to incur other indebtedness (whether or not represented by securities) and obligations and to enter into related transactions provided that (except as contemplated by the Trust Deed) such other securities, bonds, notes, obligations, or other indebtedness and obligations which do or does not form a single series with the Notes or any other existing securities, bonds, notes, obligations, indebtedness or obligations, are or is secured on assets of the Company other than the assets on which any other existing obligations of the Company are secured and are or is issued on terms which provide for the extinction of all claims in respect of such further securities, bonds, notes, obligations, indebtedness or obligations after application of the proceeds of the assets on which such further bonds, notes, obligations, indebtedness or obligations are or is secured.

6 Interest

(a) Interest Rate and accrual

If stated in the Supplemental Trust Deed to bear interest, each Note bears interest on its principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate (which may be a specified rate or rates (a "Fixed Rate") or may be determined by means of a formula or a series of formulae or may be based on an Index Rate in the manner specified in the Supplemental Trust Deed (a "Floating Rate")), which may be different for different Interest Accrual Periods, or a combination thereof payable in the Relevant Currency in arrear (unless otherwise stated in the Supplemental Trust Deed) on each Interest Payment Date specified in the Supplemental Trust Deed.

Interest will cease to accrue on each Note on the Interest Cessation Date (as defined below) unless, upon due presentation, payment of the full amount of principal due on such due date for redemption is not made, in which event interest will continue to accrue on the unpaid amount of principal (as well after as before judgment) until the Relevant Date (as defined below) at the Interest Rate determined by the Calculation Agent in the manner provided in this Condition.

(b) Business Day Conventions

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

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

(c) Interest Rate on Floating Rate Notes

If the Interest Rate is specified as being Floating Rate in the Supplemental Trust Deed, the Interest Rate for each Interest Accrual Period will be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

(i) if the Primary Source for the Floating Rate is a Screen Page, subject as provided below, the Interest Rate shall be:

(I) the Relevant Rate (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity) or

(II) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page,

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

(ii) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph 6(c)(i)(I) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if sub-paragraph 6(c)(i)(II) above applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to major banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent;

(iii) if the Primary Source for the Floating Rate is expressed to be the ISDA Rate, it shall be calculated in accordance with the definition of ISDA Rate set out below;

(iv) if paragraph 6(c)(ii) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) which the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Relevant Currency which at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or, if the Relevant Currency is Euro in those member states that are participating in European Economic and Monetary Union (the "Eurozone") as selected by the Calculation Agent (the "Principal Financial Centre") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (x) to leading banks carrying on business in Europe, or, if the Relevant Currency is not euro and the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Interest Rate applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(d) *Interest Rate on Zero Coupon Notes*

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

(e) *Margin, Maximum/Minimum Interest Rates and Rounding*

- (i) If any Margin is specified in the Supplemental Trust Deed (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Interest Rates, in the case of (x), or the Interest Rates for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 6(c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Interest Rate is specified in the Supplemental Trust Deed, then any Interest Rate shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures will be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, "unit" means, with respect to any currency, the lowest amount of such currency which is available as legal tender in the country of such currency.

(f) *Calculations*

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Interest Rate and the outstanding principal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period will equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period will be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

(g) *Determination and Publication of Interest Rates and Interest Amounts*

As soon as practicable after the Relevant Time on each Interest Determination Date, the Calculation Agent will determine the Interest Rate and calculate the amount of interest payable (the "Interest Amounts") in respect of each Denomination of the Notes for the relevant Interest Accrual Period and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Company, the Trustee, the Principal Paying Agent, each of the Paying Agents, the Noteholders, the relevant Dealer (if such Dealer is not the Calculation Agent), any other Calculation Agent appointed in respect of the Notes which is to make a further calculation upon receipt of such information and, for so long as the Notes are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as possible after their determination but in no event later than (except in the case of notices to the Noteholders) the commencement of the relevant Interest Period, if determined prior to such time. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

If the Notes become due and payable under Condition 9, the accrued interest and the Interest Rate payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no notification of the Interest Rate or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of each Interest Rate, Interest Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon the Company, the Counterparty and the Noteholders.

(h) Determination or Calculation by Trustee

If the Calculation Agent fails at any time for any reason to establish the Interest Rate for an Interest Accrual Period or the Interest Amount or, pursuant to Condition 7(m), any Redemption Amount, Optional Redemption Amount or Early Redemption Amount (each as defined in Condition 6(i) below) or to comply with any other requirement, the Trustee shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(i) Definitions

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

"Clearance System" means each of Clearstream Banking, société anonyme, Euroclear Bank S.A./N.V. as operator of the Euroclear System ("Euroclear"), The Depository Trust Company, or such other clearance system specified as the Clearance System for delivery of Collateral in the Supplemental Trust Deed.

"Collateral Entitlement" means, in respect of each Exchangeable Note, the nominal amount of Collateral specified in the Supplemental Trust Deed to which a holder of such Note may be entitled upon the occurrence of an Exchange Event.

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

- (a) if "Actual/365" or "Actual/Actual" is specified in the Supplemental Trust Deed, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (b) if "Actual/365 (Fixed)" is specified in the Supplemental Trust Deed, the actual number of days in the Calculation Period divided by 365
- (c) if "Actual/360" is specified in the Supplemental Trust Deed, the actual number of days in the Calculation Period divided by 360
- (d) if "30/360", "360/360" or "Bond Basis" is specified in the Supplemental Trust Deed, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of

the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month))

- (e) if "30E/360" or "Eurobond Basis" is specified in the Supplemental Trust Deed, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period) and
- (f) If "Actual/Actual-ISMA" is specified in the Supplemental Trust Deed, then:
 - (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date.

"Early Redemption Amount" means in respect of each Note in circumstances where such Notes are redeemed early pursuant to Conditions 7(b) or (c), the amount specified in the relevant Supplemental Trust Deed (which may take account of the pro rata share of any termination payment due either from the Company or the Counterparty under the Swap Agreement) or in the absence of such specification, its outstanding principal amount.

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

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"Interest Cessation Date" means the due date for redemption of the Notes or such other date which is either specified in, or determined in accordance with the provisions of, the Supplemental Trust Deed.

"Interest Commencement Date" means the date of the issue of the Notes (the "Issue Date") or such other date as may be specified in the Supplemental Trust Deed.

"Interest Determination Date" means, with respect to an Interest Rate and Interest Accrual Period, the date specified as such in the Supplemental Trust Deed or, if none is so specified, the first day of such Interest Accrual Period if the Relevant Currency is sterling or the day

falling two London Business Days prior to the first day of such Interest Accrual Period if the Relevant Currency is not sterling.

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"Interest Period Date" means each Interest Payment Date unless otherwise specified in the Supplemental Trust Deed.

"Interest Rate" means the rate of interest payable from time to time in respect of this Note and which is either specified, or calculated in accordance with the provisions, in the Supplemental Trust Deed.

"ISDA Rate" means, in respect of any Interest Accrual Period, the rate per annum that, in the determination of the Calculation Agent, would be the Floating Rate payable under an interest rate exchange agreement incorporating the ISDA Definitions (as defined below) where the Floating Rate Payer is the Company, the Floating Rate Payer Currency Amount is the Denomination of the Notes (or lower or lowest Denomination if more than one), the Floating Rate Payer Payment Dates are the Interest Payment Dates, the Spread is nought and each of the Floating Rate Option, Designated Maturity and Reset Dates are as specified in the Supplemental Trust Deed. "ISDA Definitions" means the 2000 ISDA Definitions, published by the International Swaps and Derivatives Association, Inc., as amended, supplemented or restated from time to time up to the Issue Date.

"London Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in London.

"Optional Redemption Amount" means in respect of each Note in circumstances where such Notes are redeemed early pursuant to Condition 7(f) or (g), the amount specified in the relevant Supplemental Trust Deed, or in the absence of such specification, its outstanding principal amount.

"Redemption Amount" means in respect of each Note, the amount specified in the relevant Supplemental Trust Deed or in the absence of such specification, its outstanding principal amount.

"Reference Banks" means the institutions specified in the Supplemental Trust Deed or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) which is most closely connected with the Benchmark.

"Register" means the register maintained by the Registrar.

"Relevant Business Day" means: :

- (a) in the case of a specified currency other than euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in London and the principal financial centre for that currency and/or
- (b) in the case of euro, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer ("TARGET") System or any successor thereof ("TARGET System") is operating and/or
- (c) in the case of a specified currency and/or one or more specified financial centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the specified currency in the specified financial centre(s) or, if no currency is specified, generally in each of the financial centres so specified.

"Relevant Currency" means the currency specified as such in the Supplemental Trust Deed or, if none is specified, the currency in which the Notes are denominated.

"Relevant Date" means, in respect of any Note or Coupon, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Noteholders in accordance with Condition 13 that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"Relevant Financial Centre" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre as may be specified as such in the Supplemental Trust Deed or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR shall be Europe) or, if none is so connected, London.

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

"Relevant Time" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Supplemental Trust Deed, or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre and for this purpose "local time" means, with respect to Europe and the Eurozone as a Relevant Financial Centre, Brussels time.

"Representative Amount" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified in the Supplemental Trust Deed or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

"Screen Page" means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters Markets 3000 ("Reuters") and the Moneyline Telerate Service ("Moneyline")) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

"Settlement Date" means the date specified in, or determined in accordance with the provisions of, the Supplemental Trust Deed or, if such date is not a day on which the Clearance System is open for business, the next following day that is; and

"Settlement Disruption Event" means an event beyond the control of the Company and the relevant Noteholder as a result of which the Clearance System cannot clear transfers of the Collateral comprising the Collateral Entitlement of such Noteholder.

"Specified Duration" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified in the Supplemental Trust Deed or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 6(b).

(j) Calculation Agent and Reference Banks

The Calculation Agent shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and the Company shall procure that there shall at all times be one or more Calculation Agents in

either case if provision is made for them in the Conditions applicable to the Notes and for so long as any Notes are outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Calculation Agent will appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate for any Interest Period or to calculate any Interest Amount, the Redemption Amount or any Optional Redemption Amount or Early Redemption Amount or to comply with any other requirements, the Company shall (with the prior written approval of the Trustee) appoint the London office of a leading bank engaged in the relevant interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent to act as such in its place. The Calculation Agent may not resign its duties without a successor having been so appointed.

7 Redemption, Purchase and Options

(a) Final Redemption

Unless previously redeemed, purchased and cancelled as provided below, each Note will be redeemed at its Redemption Amount on the Maturity Date specified on each Note. Notes will only be redeemable or repayable in accordance with the following provisions of this Condition 7 or Condition 9.

(b) Mandatory Redemption

If any of the Collateral forming part of the Mortgaged Property becomes repayable or becomes capable of being declared due and repayable prior to its stated date of maturity for whatever reason or (unless the Trustee otherwise agrees in writing or the Notes are Credit-linked Notes and such payment constitutes (or may, with the lapse of time or exercise of an option, constitute) a Credit Event there is a payment default in respect of any of the Collateral forming part of the Mortgaged Property, all such Collateral which has become so repayable together with some or all remaining Collateral, as specified in the Supplemental Trust Deed, forming part of the Mortgaged Property (which may or may not form obligations of the same person as those which have become repayable or in respect of which there has been such a payment default) shall be deemed to have become immediately repayable (the "Repayable Assets"). The Company shall then forthwith give not more than 28 nor less than 7 days' notice to the Trustee and the Noteholders in accordance with Condition 13 and upon expiry of such notice shall redeem each Note in whole or, as the case may be, in part on a pro rata basis in a proportion of its Redemption Amount equal to the proportion that the principal amount of the Repayable Assets which are the subject of such notice bears to the principal amount of all the Collateral forming part of the Mortgaged Property at such time. Interest shall continue to accrue on the part of the principal amount of Notes so redeemed until payment thereof has been made to the Trustee and notice is given in accordance with Condition 13 that such amount is available for payment. Failure to make any payment due in respect of a mandatory redemption under this Condition 7(b) of part of the principal amount of the Notes or interest thereon shall not constitute an Event of Default under Condition 9.

In the event of such redemption and the Security constituted by the Trust Deed becoming enforceable the Trustee may take such action as is provided in Condition 4(d).

(c) Redemption for taxation and other reasons

- (i)* If the Company, on the occasion of the next payment due in respect of the Notes or Coupons (if any), would be required by Jersey law to withhold or account for tax or

would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, then the Company shall so inform the Trustee in writing, and shall use reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved beforehand in writing by the Trustee as the principal obligor or to change (to the satisfaction of the Trustee) its residence for taxation purposes to another jurisdiction approved beforehand in writing by the Trustee (provided, in either case, that such substitution or change of residence will not result in a downgrading of any rating assigned to the Notes as confirmed in writing by the relevant rating agency to the Trustee). If the Company satisfies the Trustee that it is unable to arrange such change or substitution before the next payment is due in respect of the Notes, the Company shall forthwith give not more than 28 nor less than 7 days' notice to the Trustee and the Noteholders in accordance with Condition 13, and upon expiry of such notice the Company shall redeem all but not some only of the Notes at their Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption unless the Trustee certifies to the Company that, in its absolute discretion, it considers that it is in the best interests of the Noteholders that the Notes not be so redeemed or an Extraordinary Resolution of the Noteholders otherwise directs.

- (ii) If (x) the Swap Agreement is terminated in whole for any reason save for a Counterparty Optional Termination (as defined in the Swap Agreement); or (y) the Company satisfies the Trustee that the performance of its obligations under the Notes or that any arrangements made to hedge its position under the Notes have or will become unlawful, illegal, or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, then the Company shall forthwith give not more than 28 nor less than 7 days' notice to the Noteholders and, upon expiry of such notice, shall redeem all but not some only of the Notes at their Early Redemption Amount together with interest (if any) accrued to the date fixed for redemption. Such notice (which shall be irrevocable) shall be given promptly upon the occurrence of either of the above events unless the Trustee certifies to the Company that, in its absolute discretion, it considers that it is in the best interests of the Noteholders that such notice be delayed or not given or an Extraordinary Resolution of the Noteholders otherwise directs.

Notwithstanding the foregoing, if any of the taxes referred to in paragraph 7(c)(i) above arises (i) by reason of any Noteholder's connection with Jersey otherwise than by reason only of the holding of any Note or receiving or being entitled to any Redemption Amount or interest in respect thereof; or (ii) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax; or (iii) as a result of a withholding or deduction imposed on a payment by or on behalf of the Company to an individual required to be made pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or (iv) as a result of the presentation for payment of any Bearer Note, Receipt or Coupon by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Bearer Note, Receipt or Coupon to another Paying Agent in a member state of the European Union then Paragraph 7(c)(i) shall not apply and to the extent it is able to do so, the Company shall deduct such taxes from the amounts payable to such Noteholder and all other Noteholders shall receive the due amounts payable to them. Any such deduction shall not be an Event of Default under Condition 9.

In the event of such redemption and the security constituted by the Trust Deed becoming enforceable, the Trustee may take such action as is provided in Condition 4(d).

(d) Purchases

If either (i) the Company has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Collateral, for the reduction in the notional amount of any Swap Agreement and for the purchase of the Notes, which transaction will leave the Company with no net liabilities in respect thereof, (ii) the Counterparty is exercising a Counterparty Optional Termination or (iii) the Trustee has otherwise agreed in writing, it may purchase Notes in the open market or otherwise at any price.

(e) Early Redemption of Zero Coupon Notes

- (i) The Redemption Amount payable in respect of any Note which does not bear interest prior to the Maturity Date, the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 7(b) or 7(c) or upon it becoming due and payable as provided in Condition 9, shall be the Amortised Face Amount (calculated as provided below) of such Note.
- (ii) Subject to the provisions of paragraph 7(e)(iii) below, the Amortised Face Amount of any such Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the Supplemental Trust Deed, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the Supplemental Trust Deed.
- (iii) If the Redemption Amount or Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 7(b) or 7(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Redemption Amount or Early Redemption Amount, as the case may be, due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in paragraph 7(e)(ii) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (both before and after judgment) until the Relevant Date unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Condition 6(d).

(f) Redemption at the Option of the Company

If the Supplemental Trust Deed specifies that the Notes are Callable Notes, the Company may, by giving irrevocable notice to the Noteholders (in accordance with Condition 13) falling within the Company's Option Period redeem, or exercise any Company's option in relation to, all or, if so provided, some of such Notes in the principal amount or integral multiples thereof and on the Optional Redemption Date(s) so provided. Any such redemption of Notes shall be at the Optional Redemption Amount together with interest accrued (if any) to the date fixed for redemption as provided in the Supplemental Trust Deed.

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

In the case of a partial redemption, the notice to Noteholders shall also contain the serial numbers of the Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place as the Principal Paying Agent may determine and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange requirements. So long as the Notes are listed on the Luxembourg Stock Exchange and that exchange so requires the Company shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in Luxembourg a notice specifying the aggregate principal amount of the Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

(g) Redemption at the Option of Noteholders

If the Supplemental Trust Deed specifies that the Notes are Puttable Notes, the Company shall, at the option of the holder of any such Note, redeem such Note on the Optional Redemption Date(s) so provided at its Optional Redemption Amount (which may, without limitation, be at its outstanding principal amount together with interest accrued (if any) to the date fixed for redemption or be an amount equal to the realisable value of the Relevant Collateral (as defined below) (less any costs and expenses associated with the realisation of such Collateral) on the date of receipt of the relevant option notice or on a date as soon as practicable thereafter, as determined by the Company).

If the Supplemental Trust Deed for the relevant Series so provides, and, if so, in the circumstances specified therein, the Company's obligation to pay the Optional Redemption Amount and interest accrued to the date of redemption may be satisfied by the Company delivering Collateral forming the Mortgaged Property for that Series. The amount of such Collateral to be delivered (the "Relevant Collateral") shall be the corresponding proportion of all such Collateral (rounded down to the nearest denomination of the Collateral) as the Notes of that Series held by that Noteholder bear to the then outstanding principal amount of the Notes of that Series. Delivery shall be made in the manner set out in the relevant Supplemental Trust Deed.

The relevant Noteholder's rights in respect of the exercise of any option shall be limited to the Relevant Collateral and Condition 3 shall apply accordingly.

To exercise such option or any other Noteholders' option which may be set out in the Supplemental Trust Deed the holder must deposit such Note with any Paying Agent (in the case of Bearer Notes) or the Registrar or any Transfer Agent (in the case of Registered Notes) at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent within the Noteholders' Option Period specified in the Supplemental Trust Deed. No Note so deposited and option so exercised may be withdrawn without the prior consent of the Company (except that such Note will be returned to the relevant Noteholder by the Paying Agent, the Registrar or Transfer Agent with which it has been deposited if, prior to the date for its redemption or the exercise of the option, the Note becomes immediately due and payable or if upon due presentation payment of the redemption moneys is not made or exercise of the option is denied).

(h) Cancellation

All Notes redeemed by the Company, and all Notes purchased by or on behalf of the Company which the Company elects to surrender (together with all unmatured Coupons appertaining thereto) for cancellation, will be cancelled forthwith (together with all unmatured Coupons attached thereto or surrendered therewith) and, if cancelled (in the case

of purchased Notes), may not be re-issued or resold and the obligations of the Company in respect of any such Notes and Coupons shall be discharged.

(i) Exchange of Notes

If the Supplemental Trust Deed specifies that the Notes are Exchangeable Notes, upon the occurrence of an event (the "Exchange Event"), as specified in the Supplemental Trust Deed, the Company shall deliver, or cause to be delivered, to the Clearance System for credit to the respective accounts of entitled Noteholders on the Settlement Date the Collateral Entitlement relating to the Notes presented and surrendered in accordance with this Condition in lieu of redeeming the Notes. Notes presented and surrendered by a Noteholder shall be aggregated for the purpose of determining the aggregate Collateral Entitlement of that Noteholder. If the aggregate Collateral Entitlement of a Noteholder does not comprise a nominal amount of Collateral equal to an integral multiple of the minimum denomination of the Collateral, the Company may not deliver Collateral in a nominal amount equal to a fraction of the minimum denomination of the Collateral but shall account to each affected Noteholder for the net cash value (if any) of any such fraction, as determined by the Calculation Agent.

(j) Presentation and surrender of Notes

The Company shall not deliver, or cause to be delivered, the Collateral Entitlement in respect of any Exchangeable Notes unless such Note has been presented and surrendered together with a notification in writing (a "Delivery Notice") containing a certificate of non-U.S. beneficial ownership and specifying an account in the Clearance System for delivery of Collateral (in or substantially in the form set out in the Supplemental Trust Deed, copies of which are available at the specified office of each of the Paying Agents) to the Principal Paying Agent on any London Business Day during the period (the "Notice Delivery Period") specified in the Supplemental Trust Deed. (The holder of a Note may present and surrender such Note (together with a Delivery Notice) to the Paying Agent in Luxembourg. In these circumstances, the Noteholder shall be deemed to have presented and surrendered such Note (together with the Delivery Notice) on the London Business Day next following the date on which such presentation and surrender occurred). The Company shall procure that upon presentation and surrender of a Note pursuant to this paragraph the Paying Agent shall issue to the holder thereof a receipt in respect of such Note. The Notes cease to be outstanding on the first day on or after the Settlement Date upon which the Company makes the aggregate Collateral Entitlement available for delivery in accordance with these Conditions.

(k) Settlement Disruption Events

If there is a Settlement Disruption Event (as defined below) that prevents settlement on the Settlement Date (as defined below), then settlement of the Company's obligations under Condition 7(g) and (i) shall be on the first succeeding day on which settlement can take place through the Clearance System, unless a Settlement Disruption Event prevents settlement on each day that the Clearance System is (or, but for the Settlement Disruption Event, would have been) open for business during the period ending 30 calendar days after the original date on which, but for the Settlement Disruption Event settlement would have occurred. If settlement does not occur during such 30 calendar day period, the Company shall use best efforts to deliver the Collateral comprising the aggregate Collateral Entitlement promptly thereafter to a nominee selected by the Trustee.

(l) Credit-linked Notes

If the Supplemental Trust Deed specifies that the Notes are Credit-linked Notes, upon the occurrence of an event (the "Credit Event"), as specified in the Supplemental Trust Deed, the obligations of the Company to make further scheduled payments of principal and interest in respect of the Notes shall be extinguished and the entitlement of Noteholders in these circumstances shall be as specified in the Supplemental Trust Deed.

(m) *Determination and Publication of Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts*

On the Maturity Date and upon the occurrence of any early or optional redemption where the relevant Redemption Amount, Early Redemption Amount or Optional Redemption Amount is not the principal amount of the Note or on the Maturity Date the Calculation Agent shall make any determination or calculation, calculate the Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, and cause the same to be notified to the Company, the Trustee, the Principal Paying Agent, each of the Paying Agents, the Noteholders, and, for so long as the Notes are listed on a stock exchange and the rules of such stock exchange require, such stock exchange, as soon as possible after their determination. The determination of each Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(n) *Redemption*

The Company, subject to the Counterparty's written consent (which consent shall not be unreasonably withheld or delayed), may compel any beneficial owner of Notes initially sold pursuant to Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act") to sell its interest in such Notes, or may sell such interest on behalf of such holder, if such holder is a U.S. person that is not a qualified institutional buyer within the meaning of Rule 144A under the Securities Act ("QIB") and a qualified purchaser (as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940) ("QP").

8 Payments

(a) *Bearer Notes*

Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant, Notes (in the case of payments of principal) or Coupons (in the case of interest), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on or at the option of the holder, by transfer to an account denominated in that currency with a bank in the principal financial centre of the country of that currency (other than the United States) provided that (i) in the case of euro, the transfer may be to, or the cheque drawn on, a euro account with a bank in Europe and (ii) in the case of yen, the transfer will be to a non-resident yen account with an authorised foreign exchange bank (in the case of payment to a non-resident of Japan).

(b) *Registered Notes*

- (i) Payments of principal in respect of Registered Notes (other than Notes sold to QIBs who are also QPs ("Restricted Registered Notes")) will be made against presentation and surrender of the relevant Notes at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 8(a).
- (ii) Interest on Registered Notes (in the case of Restricted Registered Notes only if denominated and payable in U.S. dollars) will be paid to the person shown on the Register at the close of business on the fifteenth day (or in the case of Restricted Registered Notes the fifteenth DTC Business Day (as defined below)) before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note will be made in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned and mailed to the holder (or to the first named of joint holders)

of such Note at its address appearing in the Register maintained by the Registrar. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and subject as provided in Condition 8(a), such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency.

- (iii) Payments of principal and interest in respect of Restricted Registered Notes registered as aforesaid and denominated in a currency other than U.S. dollars will be made by the relevant Paying Agent in the relevant currency in accordance with the following provisions. The amounts in such currency payable by such Paying Agent to The Depository Trust Company ("DTC") with respect to Restricted Registered Notes held by DTC or its nominee will be received by such Paying Agent who will make payments in such currency by wire transfer of same day funds to the designated bank account in such currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of interest payments, on or prior to the third DTC Business Day after the Record Date for the relevant payment of interest and, in the case of principal payments, at least 12 DTC Business Days prior to the relevant payment date of principal, to receive that payment in such currency. The Paying Agent or another agent appointed by the Company for such purpose, after converting amounts in such currency into U.S. dollars, will deliver such U.S. dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such currency. The Agency Agreement sets out the manner in which such conversions are to be made. For the purpose of this Condition, "DTC Business Day" means any day on which DTC is open for business.

(c) *Payments in the United States*

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Company shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law.

(d) *Payments subject to law etc.*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) *Appointment of Agents*

The Paying Agents, the Registrar, the Transfer Agents and any Calculation Agent initially appointed by the Company and their respective specified offices are listed below. The Paying Agents, the Registrar, the Transfer Agents and any Calculation Agent act solely as agents of the Company and do not assume any obligation or relationship of agency or trust for or with any holder. The Company reserves the right at any time to vary or terminate the appointment of any Paying Agent, the Registrar, any Transfer Agent or any Calculation Agent and to appoint additional or other Paying Agents, Registrar or Transfer Agents or Calculation Agent (if applicable), provided that it will at all times maintain (i) a Principal Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) a Calculation Agent where the Conditions so require one, (v) a Principal Paying

Agent or a Paying Agent and a Transfer Agent having a specified office in a major European city which, so long as the Notes are listed on the Luxembourg Stock Exchange, shall be Luxembourg, (vi) a Paying Agent in such city as may be required by any stock exchange on which the Notes may be listed, and (vii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

In addition, the Company shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 8(c).

Notice of any such change or any change of any specified office will be given promptly to the Noteholders in accordance with Condition 13.

(f) Unmatured Coupons

- (i) Upon the due date for redemption of any Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (ii) Where any Note is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provisions of such indemnity as the Company may require.
- (iii) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note. Interest accrued on a Note which only bears interest after its Maturity Date or date of redemption shall be payable on redemption of such Note against presentation thereof.

(g) Non-Business Days

If any date for payment in respect of any Note or Coupon is not a Business Day, the holder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "Business Day" means a day which is a Local Business Day and a Payment Business Day.

"Local Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation of any Note or Coupon.

"Payment Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the Payment Business Day Centre or Centres specified in the Supplemental Trust Deed and, in the case of a payment in euro, a day which is a TARGET Business Day.

"TARGET Business Day" means a day on which the TARGET System is operating.

9 Events of Default and Enforcement

(a) Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in principal amount of Notes then outstanding, or if so directed by an Extraordinary Resolution of such holders, shall give notice (subject in each case to being indemnified to its

satisfaction) to the Company that such Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Redemption Amount, together with accrued interest (if any) thereon and thereupon an Early Termination Date in respect of the Swap Agreement shall be deemed to have been designated on such date of notification to the Company and the Security constituted by the Trust Deed shall become enforceable, as provided in the Trust Deed, in any of the following events (each an "Event of Default"):

- (i) the Company defaults in the payment of the Redemption Amount, Early Redemption Amount or the Optional Redemption Amount, as the case may be, or defaults for a period of 14 days or more in the payment of any sum other than the Redemption Amount, Early Redemption Amount or the Optional Redemption Amount, as the case may be, due in respect of the Notes or any of them; or
- (ii) the Company defaults in making the Collateral Entitlement due in respect of the Notes or any of them available for delivery for a period of seven days or more; or
- (iii) if the Company fails to perform or observe any of its other obligations under the Notes or the Trust Deed and (unless such failure is, in the opinion of the Trustee, incapable of remedy in which case no such notice as is referred to in this paragraph shall be required) such failure continues for a period of 30 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Company of notice requiring the same to be remedied; or
- (iv) if any order shall be made by any competent court or any resolution passed for the winding up or dissolution of the Company save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution.

(b) Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Company as it may think fit to enforce the terms of the Trust Deed, the Notes and the Coupons, but it need not take any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-fifth in principal amount of the Notes outstanding, and (ii) it shall have been indemnified to its satisfaction,

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders, Couponholders and the Counterparty (if any) and no Noteholder, Couponholder or Counterparty is entitled to proceed against the Company unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so.

For each Series, the Trustee, the Counterparty (if any) and the relevant Noteholders and Couponholders shall have recourse only to the Mortgaged Property in respect of such Series and, the Trustee having realised the same or, in the case of a partial redemption pursuant to Condition 7(c), the Repayable Assets together with a corresponding part of the security, and distributed the net proceeds in accordance with Condition 4, the Trustee, the Counterparty and the Noteholders and Couponholders or anyone acting on behalf of any of them shall not be entitled to take any further steps against the Company to recover any further sum (save for lodging a claim in the liquidation of the Company initiated by another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Company) and the right to receive any such sum shall be extinguished. In particular, neither the Trustee, the Counterparty, nor any Noteholder or Couponholder, nor any other party to a Supplemental Trust Deed shall be entitled to petition or take any other step for the winding-up of the Company, nor shall any of them have any claim in respect of any sum arising in respect of the Mortgaged Property for any other Series.

10 Prescription

Claims in respect of Notes and Coupons shall be prescribed and become void unless made within 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date in respect thereof.

11 Agents

In acting under the Agency Agreement and the Custody Agreement, the agents which are party to the Agency Agreement and the Custodian act solely as agents of the Company unless an Event of Default or Potential Event of Default (as defined in the Trust Deed occurs), when such agents and the Custodian will, if required to do so, act as agents of the Trustee, and will not assume any obligation or relationship of agency or trust to or with the Noteholders or the Couponholders. The Company has agreed in the Trust Deed to perform and observe the obligations imposed upon it under the Agency Agreement and the Custody Agreement. Such agreements may be amended by the parties thereto with the approval of the Trustee if, in the opinion of the Trustee, the amendment is not materially prejudicial to the interests of the Noteholders. The Company may not, without the consent of the Trustee, replace the Custodian.

12 Replacement of Notes and Coupons

If a Note or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and stock exchange regulations, at the specified office of the Principal Paying Agent in London (in the case of Bearer Notes or Coupons) and of the Registrar (in the case of Registered Notes) 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 Note or Coupon is subsequently presented for payment or as the case may be, for exchange for further Coupons, there will be paid to the Company on demand the amount payable by the Company in respect of such Notes, Coupons or further Coupons) and otherwise as the Company may require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

13 Notices

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

All notices to holders of Bearer Notes and Registered Notes will be published in a daily newspaper with circulation in Europe which, so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that Exchange so require, will be a newspaper of daily circulation in Luxembourg, which is expected to be the *Luxemburger Wort*. Any such notice to holders of Bearer Notes and Registered Notes shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made.

Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with this Condition.

14 Meetings of Noteholders; Modification; Waiver; etc.

(a) Meetings of Noteholders; modification and waiver

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of the terms and conditions of the Notes. The quorum at any such meeting for passing 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 being or representing Noteholders, whatever the principal amount of the Notes so held or represented, except that, *inter alia*, the terms of the Security

and certain terms concerning the amount and currency and the postponement of the due dates of payment of the Notes and the Coupons (except where such modification is not materially prejudicial to Noteholders), or the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, may be modified only by resolutions passed at a meeting the quorum at which shall be one or more persons holding or representing two-thirds, or at any adjourned such meeting not less than one-third, in principal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they were present at such meeting, and on the holders of Coupons. The Trustee, without consulting the Noteholders or holders of Coupons, may determine that an event which would otherwise be an Event of Default shall not be so treated. The Trustee may agree, without the consent of the Noteholders or holders of Coupons, to (i) any modification of any of the provisions of the Trust Deed which is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any modification (except as aforesaid), waiver or authorisation of any breach or proposed breach of any of the provisions of the Trust Deed which, in any such case, is not in the opinion of the Trustee materially prejudicial to the interests of the Noteholders. Any such determination, modification, authorisation or waiver shall be binding on the Noteholders and holders of Coupons, and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders as soon as practicable thereafter.

(b) Substitution

Subject to such amendment of the Trust Deed and such other conditions as the Trustee may require including the transfer of the Security, but without the consent of the Noteholders or Couponholders, the Trustee may agree (with the consent of the Counterparty (if any)) to the substitution of any other company in place of the Company as principal debtor under the Trust Deed and the Notes and in place of the Company under any Related Agreement (as defined in the Trust Deed) in respect of any one or more Series. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or Couponholders but with the consent of the Counterparty (if any), to a change of the law governing the Notes, the Coupons and/or the Trust Deed and/or any Related Agreement provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders. The Trustee, the Counterparty (if any) and the Company will use all reasonable efforts to effect a substitution if to do so would be likely to avoid a downgrading or lead to an upgrading of the rating of any other Series provided that such efforts should not result in the Trustee, the Counterparty or the Company incurring irrecoverable costs. Subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders or Couponholders, the Trustee may also agree (with the consent of the Counterparty (if any)) to the change of the branch or office of the Counterparty (if any) or the Custodian. Any such substitution may be effected in respect of any one or more Series of Notes.

(c) Exercise of Powers

In connection with the exercise of its powers, trusts, authorities or discretions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution as aforesaid) the Trustee shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholders or Couponholders be entitled to claim, from the Company any indemnification or payment in respect of any tax consequence of any exercise upon individual Noteholders or Couponholders.

(d) *Meetings*

The Trust Deed provides *inter alia* that (a) except where the Conditions specifically state that one meeting of Noteholders of more than one Series will be held, separate meetings of Noteholders of each separate Series will normally be held although the Trustee may from time to time determine that meetings of Noteholders of each separate Series issued by the Company may be held together; (b) a resolution that in the opinion of the Trustee affects one Series alone shall be deemed to have been duly passed if passed at a separate meeting of the holders of Notes of the Series concerned; (c) a resolution which in the opinion of the Trustee affects the holders of more than one Series of Notes issued by the Company but does not give rise to a conflict of interest between the holders of the other Series of Notes concerned shall be deemed to have been duly passed if passed at a single meeting of the holders of Notes of all the relevant Series provided that for the purposes of determining the votes that a Noteholder is entitled to cast, each Noteholder shall have one vote in respect of each USD100 principal amount of Notes held, converted, if such Notes are not denominated in U.S. dollars, at prevailing exchange rates; (d) a resolution that in the opinion of the Trustee affects the holders of more than one Series of Notes and gives or may give rise to a conflict of interest between the holders of the other Series of Notes concerned shall be deemed to have been duly passed only if it shall be duly passed at separate meetings of the holders of the relevant Series of Notes, except where the Conditions specifically state that one meeting of Noteholders of more than one Series will be held; and (e) if the Company proposes to exchange part of an existing Series of Notes for Notes of a new Series, only the Notes to be exchanged shall be deemed to be Notes of the relevant Series.

(e) *Mortgaged Property*

Except where the Conditions or the Swap Agreement expressly so provide, the Company will not exercise any rights or take any action in its capacity as holder of the Mortgaged Property unless directed to do so by the Trustee or by an Extraordinary Resolution of the Noteholders, in each case after prior consultation with the Counterparty (if any), and, if such exercise or action is in the reasonable opinion of the Counterparty (if any) likely to affect the value of the Mortgaged Property or the Notes, it shall not be done without the prior written consent of the Counterparty (if any). If such direction is given, the Company will act only in accordance with such directions.

15 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including for the exercise of any voting rights in respect of the Collateral, for the validity, sufficiency and enforceability (which the Trustee has not investigated) of the Security. The Trustee is not obliged to take any action under the Trust Deed unless indemnified to its satisfaction. The Trustee and any affiliate is entitled to enter into business transactions with the Company, any issuer or guarantor (where applicable) of any of the Collateral, the Counterparty or any of their subsidiary, holding or associated companies without accounting to the Noteholders for profit resulting therefrom.

The Trustee is exempted from liability with respect to any loss or theft or reduction in value of the Collateral, from any obligation to insure or to procure the insuring of the Collateral and from any claim arising from the fact that the Collateral will be held in safe custody by the Custodian or any custodian selected by the Trustee (in each case, if applicable). The Trustee is not responsible for supervising the performance by any other person of its obligations to the Company.

16 Further Issues

Subject to Condition 5 and the provisions of the Trust Deed, the Company may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the

first payment of interest on them) and so that such further issue shall be consolidated and form a single Series with the notes of any Series (including the Notes); provided that, unless otherwise approved by an Extraordinary Resolution of Noteholders, the Company provides additional assets as security for such further notes of the same proportionate composition as those forming part of the Mortgaged Property for the Notes and in the same proportion to the existing Collateral that the principal amount of such new notes bears to the Notes and the Company enters into, or has the benefit of, additional or supplemental Swap Agreements extending the terms of any existing Swap Agreement to the new Notes on terms no less favourable than such existing documents and agreements. In addition, the Company may create and issue further securities upon such terms as the Company may determine at the time of their issue. The total aggregate principal amount of Notes outstanding at any time issued by any individual Company shall not exceed the Individual Programme Limit applicable to that Company (or its equivalent in any other currency or currencies at spot rates at the time of issue of such further securities). References in these Conditions to the Notes and to Mortgaged Property include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single Series with the Notes and the assets securing such securities respectively.

17 Taxation

All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Company or the Registrar or any Transfer Agent or any Paying Agent is required by applicable law to make any such payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event the Company or such Paying Agent, Registrar or Transfer Agent (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Company nor any Paying Agent, Registrar or Transfer Agent will be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction.

18 Governing Law

The Notes and Coupons are governed by and shall be construed in accordance with the laws of England. The Company has in the Trust Deed submitted to the jurisdiction of the English courts for all purposes in connection with the Notes and the Coupons. The Company has irrevocably appointed Hackwood Secretaries Limited at One Silk Street, London EC2Y 8HQ as its agent in England to receive service of process in any proceedings in England based on any of the Notes or the Coupons.

REGISTERED OFFICE OF THE COMPANY

13 Castle Street
St. Helier
Jersey, JE4 5UT
Channel Islands

ARRANGER AND CALCULATION AGENT

Credit Suisse International
One Cabot Square
London E14 4QJ

TRUSTEE

The Bank of New York Mellon
One Canada Square
London E14 5AL

PRINCIPAL PAYING AGENT AND CUSTODIAN

The Bank of New York Mellon
One Canada Square
London E14 5AL

LEGAL ADVISERS

*To the Arranger and the Trustee as to
English law:*

Ashurst Hong Kong
11/F Jardine House
1 Connaught Place
Central
Hong Kong

To the Company as to Jersey law:

Mourant Ozannes
P.O. Box 87
22 Grenville Street
St. Helier
Jersey JE4 8PX