

**Castle Bridges S.A.**

*(a public limited liability company (société anonyme) incorporated under the laws of Luxembourg with its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (the "RCS") under number B206206 and subject to the Securitisation Law 2004)*

**Multi-Issuer Secured Note Programme**

Castle Bridges S.A. (the "**Luxembourg Company**") is a special purpose vehicle incorporated as a *société anonyme* (public limited liability company) under the laws of Luxembourg and is a securitisation undertaking under the Securitisation Law 2004.

This Offering Circular gives information on the Luxembourg Company and the multi-issuer secured note programme (the "**Programme**") for the issuance of secured notes.

This Offering Circular replaces the offering circular dated 21 July 2016.

Under the Programme, the Luxembourg Company acting on behalf, and for the account of a particular Compartment (each, a "**Luxembourg Issuer**") and any other company (each an "**Other Company**") acting as an issuer under the Programme (each an "**Other Issuer**") may from time to time issue series (each, a "**Series**") of notes ("**Notes**"), in one or more tranches (each, a "**Tranche**"), on the terms set out in this Offering Circular as completed by the pricing supplement prepared in connection with such Tranche (the "**Pricing Supplement**"). Notes may also be issued under the Programme on terms set out in listing particulars relating to the Notes, incorporating by reference the whole or any part of this Offering Circular ("**Listing Particulars**") (or by any other similar document, which together with the Listing Particulars, are the "**Alternative Drawdown Documents**" and each an "**Alternative Drawdown Document**").

References herein to the "**Company**" in respect of any Notes issued under the Programme are to the Luxembourg Company or the Other Company specified as such in the Pricing Supplement or Alternative Drawdown Document relating to such Notes and shall be read as a reference to such Company acting severally and not jointly with any other Company. References herein to the "**Issuer**" in respect of any Notes issued under the Programme are to the Issuer specified as such in the Pricing Supplement or Alternative Drawdown Document relating to such Notes. Such references shall specifically exclude any other Issuer.

The Issuer may also raise finance by other means or enter into other financial transactions under the Programme, including, without limitation, by way of bonds, loans, warrants, options, swaps or other derivative transactions (such obligations, together with Notes, "**Obligations**") on the terms set out herein, as supplemented in respect of each issue by an Alternative Drawdown Document. For ease of understanding, this Offering Circular refers throughout to Notes and does not specifically refer to other Obligations. However, all references herein to Notes should be construed as being references not only to such Notes but also as being references to other types of Obligation or Obligations that may be entered into or issued by the Issuer. In addition, references to Noteholders should be construed as being to a holder or counterparty to such Obligation or Obligations, references to Conditions shall be to the terms of the documentation provided in respect of that Obligation or Obligations at the time of entry or issue and other concepts or defined terms relating to Notes shall be read and construed in the context of the relevant Obligation or Obligations. The terms of, and further information in respect of, any other Obligation entered into by the Issuer pursuant to this Programme will be provided in the documentation relating thereto.

Under Luxembourg law, the Luxembourg Company's assets and liabilities can be divided into "Compartments" (as defined herein under "*Overview of the Programme*") constituting separate and segregated pools of assets. For each Series of Notes issued by the Luxembourg Company, the Luxembourg Company will create a new Compartment. The Luxembourg Company, acting in respect of such Compartment will purchase or otherwise acquire assets with the proceeds of issue of the Series of Notes, and those assets and the liabilities of the Company acting in respect of such Compartment in relation to such Series of Notes will be allocated to that Compartment and will be segregated from the Company's other assets and liabilities and from the assets and liabilities allocated to all other Compartments. The assets in the Compartment will be available exclusively to meet the obligations of the Company acting in respect of that Compartment in respect of that Series of Notes and may not be used by the Company to meet its obligations in respect of any other Series of Notes or any other obligations.

In addition, each Series of Notes will be secured by a security interest created in favour of the Trustee over the assets allocated to a Series of Notes as described in "Master Terms and Conditions – Condition 5 (*Transaction Security*)". If the proceeds of enforcement of the security are not sufficient to meet all of its obligations in respect of the Series of Notes, the Issuer's obligations in respect of the Notes will be limited to those proceeds. No other assets of the Company (including assets of any other Compartment in respect of the Luxembourg Company) nor any assets relating to any other Series will be available to meet any shortfall.

**Arranger and Dealer**

## MACQUARIE BANK LIMITED, LONDON BRANCH

This Offering Circular does not constitute a “prospectus” for the purposes of Article 5.4 of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) (the “**Prospectus Directive**”), and has been prepared on the basis that no prospectus shall be required under the Prospectus Directive for any Series of Notes to be offered and sold under the Programme. This Offering Circular has not been approved or reviewed by any regulator which is a competent authority under the Prospectus Directive in the European Economic Area (the “**EEA**”) or in any other jurisdiction.

Application has been made to the Irish Stock Exchange plc for the approval of this Offering Circular as Base Listing Particulars. Application will be made to the Irish Stock Exchange plc for Notes issued during the 12 months from the date of these Base Listing Particulars to be admitted to the Official List and to trading on its global exchange market (the “**Global Exchange Market**” or “**GEM**”).

However, Notes may also be listed and admitted to trading on such other or further stock exchanges as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the applicable Alternative Drawdown Document for the relevant Notes. Unlisted Notes may also be issued pursuant to the Programme as specified in the applicable Issue Terms (as defined below). The applicable Pricing Supplement or the terms and conditions set out in the applicable Alternative Drawdown Document (such Pricing Supplement or terms and conditions, the “**Issue Terms**”) in respect of any Series of Notes will specify whether or not such Notes will be listed and if so, whether such Notes will be listed on the Official List and admitted to trading on (i) GEM or (ii) any other stock exchange (in the case of an Alternative Drawdown Document), in each case as may be agreed between the Issuer and the relevant Dealer(s).

Notes to be issued under the Programme will be rated or unrated. Where a Series of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Whether or not a rating in relation to any Series of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies (the “**CRA Regulation**”) will be disclosed in the relevant Issue Terms. Each rating will address the Issuer’s ability to perform its obligations under the terms of the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by Moody’s Investors Services Limited (“**Moody’s**”) and/or Standard & Poor’s Ratings Services Europe Limited (“**Standard & Poor’s**”) and/or other credit rating agencies. A suspension, reduction or withdrawal of the rating(s) assigned to the Notes may adversely affect the market price of the Notes. The credit ratings included or referred to in this Offering Circular will be treated for the purposes of the CRA Regulation as having been issued by Moody’s and/or Standard & Poor’s upon registration pursuant to the CRA Regulation. Moody’s and Standard & Poor’s are established in the European Union and are registered under the CRA Regulation.

**Prospective investors should have regard to the factors described under the section of this Offering Circular headed “*Risk Factors*” and, in particular, to the limited recourse nature of the Notes and the fact that the Company is a special purpose vehicle. This Offering Circular does not describe all of the risks of an investment in the Notes.**

**Readers of this Offering Circular should have regard to the definitions set out in the Definitions Annex to the Master Terms and Conditions. Unless otherwise defined elsewhere in this Offering Circular, capitalised terms used in this Offering Circular shall have the meaning given to them in the Definitions Annex to the Master Terms and Conditions.**

This Offering Circular has been prepared for the purpose of giving information with regard to the Company and the Notes which, according to the particular nature of the Company and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Company.

The Company accepts responsibility for the information contained in this Offering Circular. To the best of the Company's knowledge (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, each Company accepts responsibility in respect of itself and its Programme but not in respect of any other Company or the Programme of any other Company.

In addition to each Company, Macquarie Bank International Limited ("**MBIL**") accepts responsibility for the information contained in the section entitled "*Description of the Swap Counterparty*". To the best of the knowledge and belief of MBIL (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Company has only made very limited queries with regards to the accuracy and completeness of the information under the section entitled "*Description of the Swap Counterparty*" in this Offering Circular (the "**Third Party Information**"). Prospective investors in the Notes should not rely upon, and should make their own independent investigations and enquires in respect of, the accuracy and completeness of the Third Party Information.

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular and the applicable Issue Terms in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Company or any of the Arranger, the Dealer(s), the Trustee (as defined in "Overview of the Programme") or any of their respective affiliates. Neither the delivery of this Offering Circular nor any sale of Notes made in connection therewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this Offering Circular or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Company since the date of this Offering Circular or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The language of this Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under the applicable law.

Any websites referred to herein do not form part of the Offering Circular.

The distribution of this Offering Circular and any Issue Terms and the offering or sale of the Notes in certain jurisdictions may be restricted by law. In particular, no action has been or will be taken by the Company, the Arranger, the Trustee or any Dealer(s) or any of their respective affiliates which is intended to permit a public offering of the Notes or distribution of this Offering Circular or any Issue Terms in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Circular nor any Issue Terms nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular and any Issue Terms comes are required by the Company, the Arranger, the Dealer(s) and the Trustee to inform themselves about and to observe any such restriction.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (the “**Securities Act**”) and include Notes in bearer form that are subject to U.S. tax law requirements. Notes may not be offered, sold or delivered at any time within the United States to (a) any U.S. person (as such term is defined in Regulation S under the Securities Act) or (b) any person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936 (the “**CEA**”), or any rule, guidance or order proposed or issued by the U.S. Commodity Futures Trading Commission (the “**CFTC**”) thereunder (including but not limited to any person who is not a “**Non-United States person**” under CFTC Rule 4.7(a)(iv) (excluding for purposes of CFTC Rule 4.7(a)(iv)(D) the exception for qualified eligible persons who are not “**Non-United States persons**”)) (each such person, a “**U.S. Person**”). For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular in the United States and the European Economic Area, see “*Subscription and Sale*”.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Company, the Arranger, the Dealer(s), the Trustee or any of their respective affiliates to subscribe for, or purchase, any Notes.

None of the Arranger, the Dealer(s), the Trustee or any of their respective affiliates have separately verified the information contained in this Offering Circular. None of the Arranger, the Dealer(s), the Trustee or any of their respective affiliates makes any representation, express or implied, or, to the fullest extent permitted by law, accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Offering Circular or for any other statement made or purported to be made by a Dealer, the Arranger, the Trustee or any of their respective affiliates or on behalf of any of them in connection with the Company or the issue and offering of the Notes. Each of the Arranger, the Dealer(s) and the Trustee accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Offering Circular or any such statement.

Prospective purchasers of Notes should have regard to the factors described under the section headed “*Risk Factors*” in this Offering Circular. This Offering Circular does not describe all of the risks of an investment in the Notes. This Offering Circular is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Company, the Arranger, the Dealer(s), the Trustee or any of their respective affiliates that any recipient of this Offering Circular should purchase the Notes.

Prospective purchasers of Notes should conduct such independent investigation and analysis regarding the Company, the security arrangements and the Notes as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Prospective purchasers of Notes should have sufficient knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this Offering Circular and the applicable Issue Terms and the merits and risks of investing in the Notes in the context of their financial position and circumstances. None of the Arranger, the Dealer(s), the Trustee or any of their respective affiliates undertakes to review the financial condition or affairs of the Company during the life of the arrangements contemplated by this Offering Circular or the term of any Notes issued nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger, the Dealer(s) the Trustee or any of their respective affiliates. The risk factors identified in this Offering Circular are provided as general information only and the Arranger, the Dealer(s) and the Trustee disclaim any responsibility to advise purchasers of Notes of the risks and investment considerations associated therewith as they may exist at the date hereof or as they may from time to time alter.

Amounts payable under the Notes may be calculated by reference to LIBOR or EURIBOR, which is provided by Intercontinental Exchange, Inc. (in the case of LIBOR) and the European Money Markets Institute (in the case of EURIBOR). As at the date of this Offering Circular, Intercontinental Exchange, Inc. and the European Money Markets Institute do not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011).

**IMPORTANT – EEA RETAIL INVESTORS** – If the Issue Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the “**Insurance Mediation Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the “**Prospectus Directive**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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## **RISK FACTORS**

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. The Issuer is not in a position to express a view on the likelihood of any contingency highlighted by a risk factor occurring.*

*Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes or the reduction of any such amounts may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and the applicable Issue Terms, and reach their own views prior to making any investment decision.*

*The risk factors identified in this Offering Circular are provided as general information only and the Arranger, the Dealer(s) and the Trustee disclaim any responsibility to advise purchasers of Notes of the risks and investment considerations associated therewith as may exist at the date hereof or from time to time. Additional risk factors may be set out in the Issue Terms for any Series and prospective purchasers should also read those risk factors in connection with the Notes to which those Issue Terms relate.*

### **General**

#### **The Notes**

The Notes are complex instruments that involve substantial risks and are suitable only for sophisticated investors who have sufficient knowledge and experience and access to such professional advisers as they shall consider necessary in order to make their own evaluation of the risks and the merits of such an investment (including without limitation the tax, accounting, credit, legal, regulatory and financial implications for them of such an investment) and who have considered the suitability of such Notes in light of their own circumstances and financial condition. Prospective investors should ensure that they understand the nature of the risks posed by an investment in the Notes, and the extent of their exposure as a result of such investment in the Notes and, before making their investment decision, should consider carefully all of the information set forth in this Offering Circular and, in particular, the considerations set forth below. Owing to the structured nature of the Notes, their price may be more volatile than that of unstructured securities.

#### **Investors**

Each prospective investor in Notes should have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal and interest may reduce as a result of the occurrence of different events whether related to the creditworthiness of any entity or otherwise or changes in particular rates, values, prices or indices, or where the currency for principal or interest payments is different from the prospective investor's currency.

Investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should therefore consult its professional advisers to determine whether and to what extent (i) the Notes are legal investments for it, and/or (ii) other restrictions apply to its purchase of any Notes. Financial institutions should consult their professional advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

For the purposes of these risk factors, references to “Noteholders” or “holders” of Notes should generally be read as including holders of beneficial interests in such Notes, except where the context otherwise requires.

### **No fiduciary role**

None of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties or any of their respective affiliates is acting as an investment adviser or as adviser in any other capacity, and none of them (other than the Trustee under the Trust Deed) assumes any fiduciary obligation to any purchaser of Notes or any other party, including the Issuer.

None of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties assumes any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any issuer or obligor of any Collateral or the terms thereof or of any Swap Counterparty or the terms of any Swap Agreement.

Investors may not rely on the views of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties for any information in relation to any person.

### **No reliance**

A prospective purchaser may not rely on the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to any of the other matters referred to above.

### **No representations**

None of the Issuer, the Arranger, the Dealer(s) or any of the other Transaction Parties makes any representation or warranty, express or implied, in respect of any Collateral or any issuer or obligor of any Collateral or of any Swap Counterparty or in respect of any Swap Agreement or in respect of any information contained in any documents prepared, provided or filed by or on behalf of any such issuer or obligor or in respect of such Collateral or of any Swap Counterparty or in respect of the relevant Swap Agreement with any exchange, governmental, supervisory or self regulatory authority or any other person.

None of the Arranger, the Dealer(s) or any of the other Transaction Parties makes any representation or warranty, express or implied, in respect of the Issuer or in respect of any information contained in any documents prepared, provided or filed by or on behalf of the Issuer.

## **Risks relating to the Luxembourg Company**

### **Securitisation Law 2004 and Compartments**

The Luxembourg Company is established as a *société anonyme* (public limited liability company) within the meaning of the Securitisation Law 2004 and is a securitisation undertaking under the Securitisation Law 2004. The Luxembourg Company intends to establish several Compartments in accordance with the Securitisation Law 2004 and its Articles. Each Compartment is a separate and distinct part of the Luxembourg Company's estate (*patrimoine*) with limited recourse and no business other than the issue and repayment of Notes issued under a particular Series and the connected transactions. This means that claims against the Luxembourg Company by the Secured Creditors (including the Noteholders) in respect of each Series of Notes will be limited to the net proceeds of the Mortgaged Property for such Series included in the relevant Compartment. Under the Securitisation Law 2004, the net proceeds of the Mortgaged Property for each Series are available only for distribution to the specified Noteholders and other creditors relating to such Series.

Fees and expenses and other liabilities incurred on behalf of the Luxembourg Company but which do not relate specifically to any Compartment may, under certain circumstances, be payable out of the



assets allocated to Compartments. The Board shall ensure, to the extent possible (although there is no guarantee that the Board will be able to achieve this), that creditors of such liabilities expressly waive recourse to the assets of any Compartment.

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

A creditor of the Luxembourg Company may have claims against the Luxembourg Company in respect of more than one Series, in which case the claims in respect of each individual Series will be limited to the net proceeds of the Mortgaged Property relating to such Series only. If there is any shortfall in relation to the amounts available from the Mortgaged Property of the relevant Compartment, no debt shall be owed by the Luxembourg Company or the Luxembourg Issuer to the Noteholders in respect of such shortfall. Assets held in different Compartments of the Luxembourg Company are deemed to be assets of separate entities for the purpose of creditors. If the assets of a Compartment are insufficient to satisfy the claims of Noteholders and other Secured Creditors then holders of Notes issued by such Compartment may lose some or all of their investment in the Notes.

## **Risks relating to the Company and/or the Issuer**

### **The Company is a special purpose vehicle**

The Company's sole business is the raising of money by issuing Notes or entering into any Obligations for the purposes of purchasing assets and/or entering into related derivatives and other contracts, and in the case of a Luxembourg Company, within the limits of the Securitisation Law 2004. The Issuer has covenanted (amongst other things) not, as long as any Notes remain outstanding, without the consent of the Trustee and the Swap Counterparty, to engage in any business other than the issuance or entry into of bonds, securities or other instruments or the entry into of loans or other agreements for the payment or repayment of borrowed money, and provided always that such obligations are secured on assets of the Issuer, and in the case of the Luxembourg Company the assets of the relevant Compartment, other than the Company's share capital and those assets securing any other obligations of the Company and that they are entered into on a limited recourse and non-petition basis. In addition, the Issuer will be subject to certain other restrictions including that it will not, without the consent of the Trustee and the Swap Counterparty, declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property, consolidate or merge with any other person, convey or transfer its assets substantially as an entity to any person (other than as contemplated by the Conditions) or issue any shares. As such, the Company has, and will have, no assets other than its issued and paid-up share capital, such fees (as agreed) payable to it or in the case of the Luxembourg Company, the relevant Compartment, in connection with the issue of Notes or entry into other obligations from time to time and any Mortgaged Property and any other assets on which Notes or other obligations are secured.

### **Contracting on a limited recourse basis**

The rights of Noteholders of any Series to participate in the assets of the Issuer are limited to the net proceeds of the Mortgaged Property relating to such Series. If the payments received by the Issuer in respect of the Mortgaged Property are not sufficient to make all payments due in respect of the Notes, the obligations of the Issuer in respect of the Notes of that Series will be limited to such Mortgaged Property.

For the Luxembourg Company to give effect to the provisions of the Securitisation Law 2004 under which the net proceeds of the Mortgaged Property in respect of a Series of Notes are available only for the Transaction Parties for such Series and the corresponding Compartment, the Issuer is (subject as provided for in the Trust Deed) permitted only to contract with parties on a "limited recourse" basis such that claims against the Company in relation to each Series would be restricted

to the net proceeds of the Mortgaged Property for the relevant Series (and for the relevant Compartment in respect of the Luxembourg Company).

In addition, the Issuer is (subject as provided for in the Trust Deed) only permitted to contract with parties on a “non-petition” basis. Provided such parties have agreed an appropriate non-petition clause, no such party will be permitted to petition or take any other step for the winding-up or the bankruptcy of the Company or any other similar insolvency related proceedings under the applicable laws of any jurisdiction. However, there is no guarantee that all claims that arise against the Company will be on a limited recourse and non-petition basis, in particular where claims arise from parties that have no direct contractual relationship with the Issuer.

The Mortgaged Property relating to a Series of Notes (and for the relevant Compartment in respect of the Luxembourg Company) may be subject to claims by creditors other than the Transaction Parties for the relevant Series (including creditors whose claims are preferred by law), resulting in a shortfall in the amounts available to meet the claims of the relevant Transaction Parties. Noteholders may be exposed to competing claims of other creditors of the Issuer if foreign courts which have jurisdiction over assets of the Issuer allocated to a Series do not recognise the segregation of assets and/or, in relation to the Luxembourg Company, the compartmentalisation, as provided for in the Securitisation Law 2004. The claims of these other creditors may affect the scope of assets which are available for the claims of Noteholders and those of the Transaction Parties. If, as a result of such claims, a shortfall arises, such shortfall will be borne by the Noteholders and the Transaction Parties.

### **Consequences of Winding-up Proceedings**

The Company is structured to be an insolvency-remote vehicle.

The Company is (subject as provided for in the Trust Deed) permitted only to contract with parties who agree not to make any application for the commencement of winding-up or bankruptcy or similar proceedings under the applicable laws of any jurisdiction against the Company. In relation to the Luxembourg Company, legal proceedings initiated against the Luxembourg Company in breach of these provisions should, in principle, be declared inadmissible by a Luxembourg court.

However, if the Company fails for any reason to meet its obligations or liabilities, a creditor who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Company is entitled to make an application for the commencement of insolvency proceedings against the Company. In that case, such creditor (other than, in the case of the Luxembourg Company a Non-Compartment Specific Claims Creditor or a Compartment Specific Claims Creditor) should not have recourse to the assets of any Series or Compartment but would have to exercise his rights over the general assets of the Company. Furthermore, the commencement of such proceedings may, in certain conditions, entitle creditors to terminate contracts with the Luxembourg Company and claim damages for any loss suffered as a result of such early termination.

The Company is insolvency-remote, not insolvency-proof.

### **Termination of Disposal Agent appointment on a Bankruptcy Event in respect of the Luxembourg Company**

If the Luxembourg Company is the subject of a Bankruptcy Event, the appointment of the Disposal Agent shall be terminated under Luxembourg law and, as a result, the Disposal Agent will no longer be authorised to liquidate the Collateral. See also “*Consequences of Winding-up Proceedings*” above.

### **Certain powers may not be enforceable under Luxembourg law**

Certain powers conferred on the Trustee or any receiver under the Law of Property Act 1925 or the Insolvency Act 1986 may not be enforceable under Luxembourg law.

### **Fees and Expenses**

The Noteholders should note that, in relation to a Series of Notes (or a relevant Compartment in respect of the Luxembourg Company), fees and expenses (including fees payable to the Arranger and/or the Trustee) as set out in the applicable Issue Terms, may rank senior to payments of principal and interest on the Notes.

### **The proposed financial transactions tax (“FTT”)**

On 14 February 2013, the European Commission published a proposal COM/2013/71 (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution within the meaning of the proposal, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

### **Regulation of the Luxembourg Company by any regulatory authority**

Save for registration with the RCS in Luxembourg, the Luxembourg Company is not required to be licensed, registered or authorised under any current securities, commodities, insurance or banking laws or regulations of its jurisdiction of incorporation. There is no assurance, however, that in the future such regulatory authorities would not take a contrary view regarding the applicability of any such laws or regulations to the Luxembourg Company. There is also no assurance that the regulatory authorities in other jurisdictions would not require the Luxembourg Company to be licensed or authorised under any securities, commodities, insurance or banking laws or regulations of those jurisdictions. Any requirement to be licensed or authorised could have an adverse effect on the Luxembourg Company and on the holders of the Notes issued by the Luxembourg Company (acting in respect of any Compartment).

### **Anti-money laundering**

The Issuer may be subject to anti-money laundering legislation in its jurisdiction of incorporation. If the Issuer were determined by the relevant authorities to be in violation of any such legislation, it could become subject to substantial criminal penalties. Any such violation could materially and adversely affect the timing and amount of payments made by the Issuer to Noteholders in respect of the Issuer’s Notes.

### **Risks relating to the Notes**

#### **Limited recourse obligations**

The Notes are direct, secured, limited recourse obligations of the Issuer payable solely out of the Mortgaged Property relating to a particular Series (or a relevant Compartment in respect of the

Luxembourg Company) over which security is given by the Issuer in favour of the Trustee on behalf of the Noteholders and other Secured Creditors. Payments due in respect of the Notes issued prior to redemption or acceleration thereof will be made solely out of amounts received by or on behalf of the Issuer in respect of the Mortgaged Property. The Issuer will have no other assets or sources of revenue available for payment of any of its obligations under the Notes. No assurance can be made that the proceeds available for and allocated to the repayment of the Notes at any particular time will be sufficient to cover all amounts that would otherwise be due and payable in respect of the Notes. If the proceeds of the realisation of the Transaction Security received by the Trustee for the benefit of the Noteholders prove insufficient to make payments on or deliveries under the Notes, as the case may be, the Notes, no other assets will be available for payment or delivery in respect of the shortfall, and, following distribution of the proceeds of such realisation, any outstanding claim against the Issuer in relation to the Notes shall be extinguished and no debt shall be owed by the Issuer in respect thereof.

Further, only the Trustee may pursue remedies against the Issuer for any breach by the Issuer of the terms of the Trust Deed, the Notes or the Coupons and no Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails to do so within a reasonable period and such failure is continuing. In addition, in respect of any failure by the Issuer to make payment or delivery of the Final Redemption Amount and/or any interest or Instalment Amount that became due and payable on the Maturity Date, no Secured Creditor may direct the Trustee to pursue any remedies against the Issuer for any breach by the Issuer of the terms of the Trust Deed, the Notes or the Coupons until the Relevant Payment Date, which is the tenth Reference Business Day after the Maturity Date.

In addition, only the Trustee may enforce the security over the Mortgaged Property in accordance with, and subject to, the terms of the Trust Deed.

No person other than the Issuer will be obliged to make payments on or deliveries under the Notes.

## **Security**

The Notes will have the benefit of English law-governed security interests and, in the case of Notes issued by a Luxembourg Issuer, Luxembourg law-governed security interests (and, in certain circumstances, security interests governed by the laws of any other relevant jurisdiction) which are granted to the Trustee (for the benefit of the Transaction Parties for the relevant Series) over the Mortgaged Property allocated to such Series and in respect of the Luxembourg Company, the relevant Compartment.

In relation to the Luxembourg Company, the Securitisation Law 2004 provides that the net proceeds of the Mortgaged Property for each Series of Notes are available to meet only the claims of the Secured Parties (including the Noteholders) for that Series.

## **Meetings of Noteholders, written resolutions, modification, waivers and substitution**

The Trust Deed contains provisions for calling meetings of Noteholders to consider matters affecting their interests generally and to obtain written resolutions on matters relating to the Notes from Noteholders without calling a meeting. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes of the relevant Series who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed and whose Notes are then outstanding shall, for all purposes, be deemed to be an Extraordinary Resolution. In certain circumstances, where the Notes are held on behalf of a clearing system, the Issuer and the Trustee will be entitled to rely upon approval of a resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communication systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in aggregate nominal amount of the Notes of the relevant Series for the time being outstanding, and

such electronic consents shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. A written resolution or an electronic consent described above may be effected in connection with any matter affecting the interests of Noteholders, including the modification of the Conditions, that would otherwise be required to be passed at a meeting of Noteholders satisfying the special quorum in accordance with the provisions of the Trust Deed. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or in respect of the relevant resolution (or participate in the written resolution or electronic consent, as the case may be) and Noteholders who voted in a manner contrary to the majority (either in a meeting or by written resolution). The Trustee may, in certain circumstances and without the consent of Noteholders, (i) agree to certain modifications of, or the waiver or authorisation of any breach or proposed breach of, the provisions of the Notes, (ii) determine that any Event of Default or potential Event of Default shall not be treated as such or (iii) agree to the substitution of another entity as principal debtor under any Notes in place of the Issuer.

### **Trustee indemnity and remuneration**

In certain circumstances, the Noteholders may be dependent on the Trustee to take certain actions in respect of a Series of Notes, in particular if the security over the Mortgaged Property in respect of such Series becomes enforceable under the Conditions. Prior to taking such action, the Trustee may require to be indemnified and/or secured and/or pre-funded to its satisfaction. If the Trustee is not indemnified and/or secured and/or pre-funded to its satisfaction it may decide not to take such action and such inaction will not constitute a breach by it of its obligations under the Trust Deed. Consequently, the Noteholders would have to either arrange for such indemnity and/or security and/or pre-funding or accept the consequences of such inaction by the Trustee. Noteholders should be prepared to bear the costs associated with any such indemnity and/or security and/or pre-funding and/or the consequences of any such inaction by the Trustee. Such inaction by the Trustee will not entitle Noteholders to take action directly against the Issuer to pursue remedies for any breach by the Issuer of the Trust Deed, the Notes or the Coupons (although the events giving rise to the need for Trustee action might also permit the Noteholders to exercise certain rights directly under the Conditions).

So long as any Note is outstanding, the Issuer shall pay the Trustee remuneration for its services. Such remuneration may reduce the amount payable to Noteholders.

### **Priority of Claims**

During the term of the Notes, following a Liquidation or on an enforcement of the security constituted by the Trust Deed, the rights of the Noteholders to be paid amounts or delivered assets due under the Notes will be subordinated to (i) amounts owing to the Swap Counterparty pursuant to the Credit Support Annex, (ii) the fees, costs, charges, expenses and liabilities due and payable to the Trustee including costs incurred in the enforcement of such security (including any taxes to be paid, legal fees and remuneration), (iii) certain amounts owing to the Custodian, the Issuing and Paying Agent and the other Agents in respect of reimbursement for sums paid by them in advance of receipt by them of the funds to make such payment and fees, costs, charges, expenses and liabilities, (iv) fees of the Disposal Agent, (v) any amounts owing to the Swap Counterparty under the Swap Agreement and (vi) any other claims as specified in the Conditions as may be amended by the Series Instrument relating to the relevant Series of Notes, that rank in priority to the Notes.

### **No gross-up**

In the event that any amount in respect of tax were to be required to be deducted or withheld from payments on or in respect of the Notes (as a result of FATCA or otherwise), the Noteholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax nor be reimbursed for the amount of any shortfall. In such circumstances, Noteholders would receive less than would have been the case in the absence of such deduction or withholding. In certain circumstances, the imposition of such taxes or deductions for tax will result in the Notes being redeemed early at their

Early Redemption Amount (as further described below in the section of this Offering Circular headed “*Risk Factors – Early Redemption for Events of Default, tax or other reasons*”).

### **Early redemption for Events of Default, tax or other reasons**

The Notes may be redeemed on a date other than on a final redemption on the Maturity Date upon the occurrence of certain tax events with respect to the Notes or the Original Collateral, upon the occurrence of certain events with respect to the Original Collateral which may, if so specified in the Issue Terms, include any of the Original Collateral being called for redemption or repayment prior to its scheduled maturity date, the Original Collateral becoming payable prior to its scheduled maturity date, certain failures to make payments in respect of the Original Collateral, the conversion of the Original Collateral into another instrument or a redenomination of the currency in which the principal or interest of the Original Collateral is due to be paid, upon the termination of the Swap Agreement, upon the value of the of the Original Collateral and the Swap Agreement falling to or below a specified level or upon the occurrence of certain regulatory events. In addition, either the Noteholders and/or the Trustee (dependent on the relevant event and as specified in the Conditions) may have the right to direct a redemption of the Notes upon the occurrence of an Event of Default with respect to the Notes, the occurrence of certain default events relating to the Original Collateral or upon the bankruptcy or certain other defaults of the Swap Counterparty. In such circumstances, the Disposal Agent may be required to liquidate some or all of the Collateral and/or the Trustee may enforce the security over the Mortgaged Property following the occurrence of an Enforcement Event (as the case may be) and any Swap Agreement may terminate in accordance with its terms.

Upon early termination of the Swap Agreement (if any), an early termination payment based on the losses or costs or, as the case may be, gains of the determining party in entering into a replacement transaction or its economic equivalent (or otherwise determined in accordance with the terms of such Swap Agreement) will be payable by the Issuer to the Swap Counterparty, or (as the case may be) by the Swap Counterparty to the Issuer under the Swap Agreement. The determination of any such losses or costs or, as the case may be, gains will be dependent on a number of factors including, without limitation, (i) the creditworthiness and liquidity of the assets underlying the swap payments, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the scheduled termination date of the Swap Transactions under the Swap Agreement and (iv) where a Credit Support Annex has been entered into as part of the Swap Agreement, the value of any collateral received by the Issuer, or collateral posted by the Issuer, thereunder.

The amount payable to a Noteholder in such circumstances will be the Early Cash Redemption Amount unless “Noteholder Settlement Option” is specified as applicable in the Issue Terms, the Noteholder is a Sole Noteholder and elects to receive the Physical Redemption Amount and satisfies the Conditions to Delivery on or prior to the Settlement Cut-off Date.

The Noteholders will be paid such amounts and/or delivered such assets, as the case may be, after payment of any priority claims in accordance with the Conditions (which, if physical settlement applies shall be funded by the Sole Noteholder paying to the order of the Issuer the Physical Redemption Priority Payment Amount). There is no assurance that in such circumstances the proceeds and/or assets available following payment of any such priority claims will be sufficient to pay or deliver, as the case may be, in full the amounts that holders of the relevant Notes would expect to receive in the event that the Notes redeemed in accordance with their terms on their Maturity Date or that such holders will receive back the amount, or assets with a value equal to the amount, they originally invested.

In both cases, the Noteholders will be exposed to the market value of the Collateral and the Swap Agreement (for a consideration of factors that may impact such values see “*Risk Factors – Market Value of Notes*” below).

## **Market value of Notes**

For the purposes of this section, references to “Collateral” shall also include Original Collateral to the extent that such Original Collateral has been transferred to the Swap Counterparty under the Swap Agreement by virtue of the Credit Support Annex thereto.

The market value of the Notes will be affected by a number of factors, including, but not limited to (i) the value and volatility of the Collateral and the creditworthiness of the issuers and obligors of any Collateral, (ii) the value and volatility of any index, securities, commodities or other obligations to which payments on the Notes may be linked, directly or indirectly, and the creditworthiness of the issuers or obligors in respect of any securities or other obligations to which payments on the Notes may be linked, directly or indirectly, (iii) market perception, interest rates, yields and foreign exchange rates, (iv) the time remaining to the Maturity Date and (v) the nature and liquidity of the Swap Agreement or any other derivative transaction entered into by the Issuer or embedded in the Notes or the Collateral. Any price at which Notes may be sold prior to the Maturity Date may be at a discount, which could be substantial, to the value at which the Notes were acquired on the Issue Date.

Prospective purchasers should be aware that not all market participants would determine prices in respect of the Notes in the same manner, and the variation between such prices may be substantial. Accordingly, any prices provided by a Dealer may not be representative of prices that may be provided by other market participants. For this reason, any price provided or quoted by a Dealer should not be viewed or relied upon by prospective purchasers as establishing, or constituting advice by that Dealer concerning, a mark-to-market value of the Notes. The price (if any) provided by a Dealer is at the absolute discretion of that Dealer and may be determined by reference to such factors as it sees fit. Any such price may take into account fees, commissions or arrangements entered into by that Dealer with a third party in respect of the Notes and that Dealer shall have no obligation to any Noteholder to disclose such arrangements. Any price given would be prepared as of a particular date and time and would not therefore reflect subsequent changes in market values or any other factors relevant to the determination of the price.

## **Reliance on rating agencies**

Prospective investors should ensure they understand what any rating associated with the Notes means and what it addresses and what it does not address. The assignment of a rating to the Notes should not be treated by a prospective investor as meaning that such investor does not need to make its own investigations into, and determinations of, the risks and merits of an investment in the Notes.

Whilst in its capacity as Arranger or Dealer Macquarie Bank Limited, London Branch (“**MBL**”) may request a rating agency to rate a Series of Notes, in requesting such rating MBL does not in any way represent that such rating is an accurate reflection of the risks involved in an investment in the Notes, that the relevant rating agency is an appropriate rating agency or the models used by such rating agency are appropriate for such Series of Notes. The fact that MBL requests such rating should not be treated by a prospective investor as meaning that MBL accepts any responsibility for the rating or the work of the relevant rating agency or that MBL shares the views of such rating agency, and each investor needs to make its own investigations into, and determinations of, the risks and merits of an investment in the Notes. Further, the terms on which a rating is provided by a rating agency may include a disclaimer or an exclusion by such rating agency of any liability to any person in respect of such rating.

During its holding of a Note, a Noteholder should take such steps as it considers necessary to evaluate the ongoing risks and merits of a continued investment in such Note. Such steps should not rely solely on ratings. In particular, prospective investors should not rely solely on downgrades of ratings as indicators of deteriorating credit. Market indicators (such as rising credit default spreads and yield spreads with respect to the relevant entity) often indicate significant credit issues prior to any downgrade.

During the global financial crisis, rating agencies have been the subject of criticism from a number of global governmental bodies that they did not downgrade entities on a sufficiently quick basis.

Prospective investors who place too much reliance on ratings, or who do not understand what the rating addresses, may be subject to unexpected losses as a result.

### **Specified Denominations may involve integral multiples**

Notes may have Specified Denominations of a certain amount plus one or more integral multiples of a smaller amount (the “**Integral Multiples**”) in excess thereof, in which case (i) for so long as the relevant Clearing Systems so permit, the Notes will be tradable only in the minimum authorised denomination of the Specified Denomination and the Integral Multiples and (ii) it is possible that the Notes may be traded in amounts in excess of the Specified Denomination that are not Integral Multiples of the Specified Denomination. A Noteholder who, as a result of trading such amounts as contemplated in (ii) above, holds an amount which is less than the Specified Denomination in its account with the relevant Clearing System at the relevant time may need to purchase a principal amount of Notes such that its holding amounts to not less than the Specified Denomination in order to be able to transfer its Notes (subject in all cases to the rules and procedures of the relevant Clearing System).

### **Application of negative interest rates**

Negative interest rates may apply from time to time in certain circumstances to any cash funds held by the Custodian on behalf of the Issuer which have been transferred by the Swap Counterparty to cover its credit risk under any Credit Support Annex or derive therefrom. To the extent that such negative interest rates were to apply, the amount of cash collateral held by the Issuer in respect of its exposure to the Swap Counterparty would be reduced. Whilst the application of any negative interest rates will ultimately be borne by the Swap Counterparty unless the Swap Agreement is terminated as a result of an Event of Default thereunder by either the Issuer or the Swap Counterparty, where such a termination does occur as a result of such an Event of Default the reduction in funds held by the Custodian could increase the amount to be claimed by the Issuer from (and therefore the credit risk to) the Swap Counterparty under the Swap Agreement.

### **Risks relating to the Collateral**

#### **No investigations**

No investigations, searches or other enquiries have been made by or on behalf of the Issuer or the Trustee in respect of the Collateral or the issuers and obligors of the Collateral. No representations or warranties, express or implied, have been given by the Issuer, the Arranger, the Dealer(s), the Trustee or any other person on their behalf in respect of the Collateral or the issuers and obligors of the Collateral. Any publicly available information in respect of the Collateral or the issuers and obligors of the Collateral has been accurately reproduced and no facts have been omitted that would render such reproduced information inaccurate or misleading.

#### **Collateral**

The Collateral relating to any Notes (and in the case of the Luxembourg Company, relating to the relevant Compartment) will be subject to credit, liquidity and interest rate risks. In the event of an insolvency of an issuer or obligor in respect of any Collateral, various insolvency and related laws applicable to such issuer or obligor may (directly or indirectly) limit the amount the Issuer or the Trustee may recover in respect of such Collateral.

If the Issuer has entered into a Credit Support Annex as part of its Swap Agreement, by virtue of the collateral requirements applicable to any such arrangements the Collateral held by it from time to time may comprise assets other than, or in addition to the Original Collateral, or may comprise less Collateral than the amount held by it on the Issue Date, as assets will be required to be delivered to



the Issuer by the Swap Counterparty which have an aggregate value (after the application of the relevant valuation percentage haircut specified in the Credit Support Annex) at least equal to the exposure that the Issuer has to the Swap Counterparty under the Swap Agreement. Where the Issuer holds other or additional assets, the types of assets that may comprise Collateral may be diverse and may be less liquid and more volatile than the Original Collateral. If pursuant to the terms of the Credit Support Annex, cash is posted to the Issuer (which will be credited to the Issuer's Cash Account with the Custodian), interest (if any) will accrue in accordance with the Custodian's deposit terms and conditions. Such interest rate may be positive (in which case interest will be credited to the Cash Account) or negative (in which case interest will be debited from the Cash Account).

If Notes redeem other than on a final redemption on the Maturity Date, the Collateral relating thereto will be sold or otherwise liquidated (except where otherwise transferred in accordance with the Conditions). No assurance can be given as to the amount of proceeds of any sale or liquidation of such Collateral at that time since the market value of such Collateral will be affected by a number of factors including but not limited to (i) the creditworthiness of the issuers and obligors of the Collateral, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the scheduled maturity of the Collateral and (iv) the liquidity of the Collateral. Accordingly, the price at which such Collateral is sold or liquidated may be at a discount, which could be substantial, to the market value of the Collateral on the Issue Date and the proceeds of any such sale or liquidation when taken together with the proceeds of termination of any related Swap Agreement and any other assets available to the Issuer that relate to the relevant Series of Notes may not be sufficient to repay the full amount of principal of and interest on the relevant Notes that the holders of such Notes would expect to receive in the event that the Notes were redeemed in accordance with their terms on their Maturity Date.

The Arranger and the Dealer may have acquired, or during the terms of the Notes may acquire, confidential information or enter into transactions with respect to any Collateral and they shall not be under any duty to disclose such confidential information to any Noteholder, the Issuer, the Trustee or any of the other Transaction Parties.

### **Original Collateral Subordination**

The Original Collateral relating to any Notes may comprise direct, unconditional, unsecured and subordinated obligations of the Original Collateral Obligor. In the event of any dissolution, liquidation or winding up of the Original Collateral Obligor, in bankruptcy or otherwise, the payment of principal and interest on any such subordinated Original Collateral will be subordinated to the prior payment in full of all the Original Collateral Obligor's present and future unsubordinated creditors. As a result of the subordinated nature of such Original Collateral, the value attributed thereto by dealers in the market is likely to be substantially less than the value attributed to unsubordinated debt obligations of the Original Collateral Obligor. In particular, the value of such Original Collateral will be affected in the event that the Original Collateral Obligor is or is likely to be dissolved, liquidated or wound up (which may occur in conjunction with an Original Collateral Default) and could be zero. The value of the Original Collateral is an integral component of the Early Cash Redemption Amount that will be payable on the Notes were they to be redeemed early and will directly impact the return of the Noteholders upon early redemption.

### **Original Collateral Settlement Failure**

The Original Collateral relating to a Series of Notes are expected to be delivered to the Issuer on the Issue Date of the Notes. In the event that the Original Collateral is not so delivered to the Issuer on the Issue Date, the cash proceeds of issue of the Notes will form part of the Mortgaged Property and be subject to the security created in respect of the Notes until such time as the Original Collateral is delivered to the Issuer (at which point such Original Collateral will form part of the Collateral for the purposes of the Mortgaged Property and be subject to such security and the security over the cash proceeds will be released) or, if earlier, until the date on which a Settlement Failure Event occurs.

Investors should be aware that if the Original Collateral is not delivered to the Issuer within 30 Business Days of the Issue Date of the Notes, a Settlement Failure Event will occur and the Notes will be redeemed in full on the early redemption date at their early redemption amount, which may be less than the issue price of the Notes and may be zero. Investors should also note that the cash proceeds of issue of the Notes will be held by the Custodian as banker in an account in the name of the Issuer. Accordingly, whilst the Issuer will create security over its rights in respect of such cash, because the Issuer will only have an unsecured claim against the Custodian's assets, Noteholders will be exposed to the credit of the Custodian.

### **Risks relating to the Swap Counterparty and the Swap Agreement**

The ability of the Issuer to meet its obligations under the Notes may depend on the receipt by it of payments under the Swap Agreement (if any). Consequently, the Issuer is exposed not only to the occurrence of an Original Collateral Default in relation to the Original Collateral and the volatility in the market value of the Collateral, but also to the ability of the Swap Counterparty to perform its obligations under the Swap Agreement. Default by the Swap Counterparty may result in the termination of the Swap Agreement and, in such circumstance, any amount due to the Issuer upon such termination may not be paid in full.

If on the termination of the Swap Agreement an amount is payable by the Swap Counterparty to the Issuer (for the avoidance of doubt, taking into account any collateral posted between the parties pursuant to the terms of any Credit Support Annex to the Swap Agreement), then the Issuer shall have an unsecured claim against the Swap Counterparty for such amount.

The receipt by the Issuer of payments and/or deliveries under the Swap Agreement is also dependent on the timely payment and/or delivery by the Issuer of its obligations under the Swap Agreement. The ability of the Issuer to make timely payment and/or delivery of its obligations under the Swap Agreement depends on receipt by it of the scheduled payments under and/or deliveries of the Original Collateral. Consequently, the Issuer is also exposed to the ability of the issuers and guarantors of the Original Collateral to perform their respective payment and/or delivery obligations.

In the circumstances specified in any Swap Agreement entered into by the Issuer in connection with the Notes, the Issuer or the Swap Counterparty may terminate all outstanding Swap Transactions under the Swap Agreement in full, as described in the section of this Offering Circular headed "*The Swap Agreement*". Any termination of the Swap Transactions under a Swap Agreement will result in a redemption in full of the relevant Series of Notes at their Early Redemption Amount. Upon any such redemption, the amount paid or delivered to Noteholders to redeem such Notes may be significantly less than the Noteholder's original investment in such Notes and may be zero.

### **Risks relating to bank recovery and resolution regimes**

One consequence of the global financial crisis has been the regulatory focus on recovery and resolution regimes for financial institutions. The purpose of which is to allow supervisory authorities to take action to manage financial institutions in the event they are unable to perform their principal economic functions.

To this end the European Union has published framework legislation for bank recovery and resolution under Directive 2014/59/EEC, as amended ("**BRRD**"). The BRRD provides supervisory authorities with certain powers to manage financial institutions in an orderly manner. Such powers include:

- the introduction of a bail-in power, which gives the resolution authorities the power to write down certain liabilities and to convert certain liabilities into ordinary shares or other instruments of the surviving entity (if any);
- powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers; and

- powers to effect a close-out of derivative transactions and determine the value of such transactions.

The taking of any actions by the relevant resolution authorities under any regime in respect of the Swap Counterparty and the Swap Agreement may adversely affect the Noteholders. If the Swap Counterparty is within the scope of any implementing legislation by reason of the Swap Agreement being a liability of the type which may fall within the implementing legislation, then:

- any applicable bail-in power might be exercised in respect of the Swap Agreement to write down or convert any claim of the Issuer as against such person;
- any applicable suspension power might prevent the Issuer from exercising any termination rights under the Swap Agreement; or
- any applicable close-out power might be exercised to enforce a termination of the Swap Agreement and to value the transactions in respect of such agreements.

For example, if any Swap Agreement is in-the-money for the Issuer at a time when a resolution regime applies to the Swap Counterparty, then any claims the Issuer has against the Swap Counterparty for the close-out amount thereof may be adversely affected by being postponed, converted into other assets or even written down to zero.

Accordingly, following an exercise of any powers by a resolution authority, the Issuer may have insufficient assets or sums to meet its obligations under the Notes or any Transaction Document for that Series, the Notes may be the subject of an early redemption and any payment of redemption proceeds to Noteholders may be delayed.

In addition to a resolution regime affecting the Swap Counterparty, Noteholders should be aware that the BRRD may also apply to the obligor of any Collateral in respect of a Series of Notes and that in such case similar considerations to those set out above may apply. Furthermore, other resolution and recovery regimes, including those in specific EU Member States, the United States and elsewhere, may also apply.

## **Risks relating to the Custodian**

### **Custodian risk**

Collateral in the form of cash or transferable securities will be held in an account of the Custodian in the name of the Issuer. Where the Collateral consists of assets other than cash or transferable securities, it may be held in the name of the Issuer or under the control of the Custodian.

The ability of the Issuer to meet its obligations with respect to the Notes will be dependent upon receipt by the Issuer of payments from the Custodian under the Agency Agreement for the Notes (if the Collateral is so held). Consequently, the Noteholders are relying not only on the creditworthiness of the Collateral, but also on the creditworthiness of the Custodian in respect of the performance of its obligations under the Agency Agreement for such Notes.

Any cash deposited with the Custodian by the Issuer and any cash received by the Custodian for the account of the Issuer in relation to a Series will be held by the Custodian as banker and not as trustee. Accordingly, such cash will not be held as client money and will represent only an unsecured claim against the Custodian's assets.

## **Sub-Custodians, Depositaries and Clearing Systems**

### *Credit risk*

Under the Agency Agreement the Issuer authorises the Custodian to hold the Collateral in the Custodian's account or accounts with any sub-custodian, any securities depository or other account keeper or clearing system.

Where the Collateral is held by the Custodian with a sub-custodian, the Custodian is required to act in good faith and use reasonable care in the selection and continued appointment of such sub-custodian but shall otherwise have no responsibility for the performance of such sub-custodian. Where the Collateral is held with a securities depository or clearing system (whether via the Custodian, a sub-custodian or otherwise), the ability of the Issuer to meet its obligations with respect to the Notes will be dependent upon receipt by the Issuer of payments from the Custodian under the Agency Agreement for the Notes (if the Collateral is so held) and, in turn, the Custodian (and any applicable sub-custodian) will be dependent (in whole or in part) upon receipt of payments from such, securities depository or clearing system. Consequently, the Noteholders are relying not only on the creditworthiness of the Collateral and the Custodian in respect of the performance of its obligations under the Agency Agreement for such Notes (and any obligations of any sub-custodian under or pursuant to the Agency Agreement or otherwise), but also on the creditworthiness of any securities depository or clearing system holding the Collateral deposited by the Custodian or any sub-custodian.

#### *Lien/Right of set-off*

Pursuant to their terms of engagement, sub-custodians, security depositories or clearing systems may have liens or rights of set-off with respect to the Collateral held with them in relation to any of their fees and/or expenses. If, for whatever reason, the Custodian fails to pay such fees and/or expenses, the relevant sub-custodian, security depository or clearing system may exercise such lien or right of set-off, which may result in the Issuer failing to receive any payments due to it in respect of the Collateral, and thereby adversely affecting the ability of the Issuer to meet its obligations with respect to the Notes.

Therefore, the ability of the Issuer to meet its obligations with respect to the Notes will not only be dependent upon receipt by the Issuer of payments from the Custodian under the Agency Agreement for the Notes (if the Collateral is so held) but will also be dependent on any sub-custodian, security depository or clearing system not exercising any lien or right of set-off in respect of any Collateral that it holds. Consequently, the Noteholders are relying not only on the creditworthiness of the Collateral, but also on the creditworthiness of the Custodian in paying when due any fees or expenses of such sub-custodian, security depositories or clearing systems (or the ability of the Issuer to pay such amounts due to the Custodian and/or the sub-custodians, security depository or clearing system).

#### **Risks relating to the Paying Agents**

Any payments and/or deliveries made to Noteholders in accordance with the Conditions will be made by the Issuing and Paying Agent and/or the Paying Agents on behalf of the Issuer. Pursuant to the Agency Agreement, the Issuer is to transfer to the Issuing and Paying Agent such amount as may be due under the Notes, on or before each date on which such payment and/or deliveries in respect of the Notes becomes due.

If the Issuing and Paying Agent and/or the Paying Agents, while holding funds for payment to Noteholders in respect of the Notes, is declared insolvent, the Noteholders may not receive all (or any part) of any amounts due to them in respect of the Notes from the Issuing and Paying Agent and/or the Paying Agents. The Issuer will still be liable to Noteholders in respect of such unpaid amounts but the Issuer will have insufficient assets to make such payments (or any part thereof) and Noteholders may not receive all, or any part, of any amounts due to them. Consequently, the Noteholders are relying not only on the creditworthiness of the Collateral, but also on the creditworthiness of the Issuing and Paying Agent and the Paying Agents in respect of the performance of its obligations under the Agency Agreement to make or facilitate payments to Noteholders.

## **Risks relating to the Disposal Agent**

### **Liquidation**

Where the Notes are to be redeemed as a result of a redemption being triggered prior to the Maturity Date, or where the Collateral has a stated maturity falling after the Maturity Date of the Notes, the Disposal Agent is generally required to sell or otherwise liquidate the Collateral. Except as otherwise set out in the Conditions, the Disposal Agent is permitted to sell all or any part of the Collateral at any time or at different times during the relevant period or in stages in respect of smaller portions, and will not have any liability for doing so if a higher price could have been obtained had such sale taken place at a different time during such specified period and/or had or had not been effected in stages in respect of smaller portions.

If the Luxembourg Company is subject to a Bankruptcy Event, to the extent that a competent bankruptcy official has been appointed in the context of the bankruptcy proceedings, such bankruptcy officer will replace the Disposal Agent and liquidate the Collateral in accordance with applicable legal and regulatory provisions.

### **Replacement Disposal Agent**

Upon the occurrence of a Disposal Agent Bankruptcy Event, the Disposal Agent's appointment will be automatically terminated and the Issuer will be required to appoint a replacement institution to take its place. Such replacement will be chosen either by the Issuer, with the prior approval of the Trustee and (unless a Swap Counterparty Event has occurred) the Swap Counterparty or by the Noteholders acting by Extraordinary Resolution. Arranging for, and appointing any such replacement may delay any required liquidation of the Collateral and related payments and/or deliveries on the Notes and there is no guarantee that any replacement will be found. Any delay or failure to appoint such a replacement may have adverse consequences for the Noteholders.

## **Risks relating to the Calculation Agent**

Upon the occurrence of a Calculation Agent Bankruptcy Event, the Calculation Agent's appointment will be automatically terminated and the Issuer will be required to appoint a replacement institution to take its place. Such replacement will be chosen either by the Issuer, with the prior approval of the Trustee and (unless a Swap Counterparty Event has occurred) the Swap Counterparty or by the Noteholders acting by Extraordinary Resolution. Arranging for, and appointing any such replacement, may delay certain determinations and related payments and/or deliveries on the Notes and there is no guarantee that any replacement will be found. Any delay or failure to appoint such a replacement may have adverse consequences for the Noteholders.

## **Conflicts of Interest**

### **General**

For the purposes of this section, references to "Collateral" shall also include Original Collateral to the extent that such Original Collateral has been transferred to the Swap Counterparty under the Swap Agreement by virtue of the Credit Support Annex thereto.

MBL may act in a number of capacities in connection with any issue of Notes. MBIL may act as Swap Counterparty in relation to an issue of Notes. MBL and MBIL shall each have only the duties and responsibilities expressly agreed to by the relevant entity in the relevant capacity and shall not, by virtue of their or any affiliate acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as may be expressly provided with respect to the relevant capacity. MBL and/or MBIL may enter into business dealings relating to the Notes or the Collateral or any asset to which the Notes or Collateral are exposed, including the acquisition of the Notes, from which the relevant entity may derive revenues and profits in addition to any fees stated in the various documents, without any duty to account therefor.

MBL and/or MBIL may from time to time be in possession of certain information (confidential or otherwise) and/or opinions with regard to the issuer or obligor of any Collateral which information and/or opinions might, if known by a Noteholder, affect decisions made by it with respect to its investment in the Notes. Notwithstanding this, MBL and/or MBIL (as the case may be) shall not have any duty or obligation to notify the Noteholders or the Issuer or any other Transaction Parties (including any directors, officers or employees thereof) of such information and/or opinions.

MBL and/or MBIL may deal in any obligation of the issuer or obligor of any 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 transactions with, the issuer or obligor of any Collateral and may act with respect to such transactions in the same manner as if the relevant Swap Agreement and the Notes of the relevant Series did not exist and without regard to whether any such action might have an adverse effect on the issuer or obligor of any Collateral, the Issuer, the Swap Counterparty or the holders of the Notes of the relevant Series.

MBL and/or MBIL may at any time be an active and significant participant in or act as market maker in relation to a wide range of markets for currencies, instruments relating to currencies, securities and derivatives. Activities undertaken by MBL and/or MBIL may be on such a scale as to affect, temporarily or on a long-term basis, the price of such currencies, instruments relating to currencies, securities and derivatives or securities and derivatives based on, or relating to, the Notes or any Collateral. Notwithstanding this, neither MBL nor MBIL shall have any duty or obligation to take into account the interests of any party in relation to any Notes when effecting transactions in such markets.

One or more of MBL, MBIL or any Transaction Party may:

- (i) have placed or underwritten, or acted as a financial arranger, structuring agent or adviser in connection with the original issuance of, or may act as a broker or dealer with respect to, the Collateral;
- (ii) act as trustee, paying agent and in other capacities in connection with certain of the Collateral or other classes of securities issued by an issuer of, or obligor with respect to, the Collateral or an affiliate thereof;
- (iii) be a counterparty to issuers of, or obligors with respect to, certain of the Collateral under a swap or other derivative agreements;
- (iv) lend to certain of the issuers of, or obligors with respect to, the Collateral or their respective affiliates or receive guarantees from such issuers, obligors or their respective affiliates;
- (v) provide other investment banking, asset management, commercial banking, financing or financial advisory services to the issuers of, or obligors with respect to, the Collateral or their respective affiliates; or
- (vi) have an equity interest, which may be a substantial equity interest, in certain issuers of, or obligors with respect to, the Collateral or their respective affiliates.

When acting as a trustee, paying agent or in other service capacities with respect to the Collateral, the Transaction Parties may be entitled to fees and expenses senior in priority to payments and/or deliveries on such Collateral. When acting as a trustee for other classes of securities issued by the issuer of any Collateral or an affiliate thereof, a Transaction Party will owe fiduciary duties to the holders of such other classes of securities, which classes of securities may have differing interests from the holders of the class of securities of which the relevant Collateral is a part, and may take actions that are adverse to the holders (including, where applicable, the Issuer) of the class of securities of which the relevant Collateral is a part. As a counterparty under swaps and other derivative agreements, a Transaction Party may take actions adverse to the interests of the Issuer, including, but not limited to, demanding collateralisation of its exposure under such agreements (if

provided for thereunder) or terminating such swaps or agreements in accordance with the terms thereof. In making and administering loans and other obligations, a Transaction Party may take actions including, but not limited to, restructuring a loan, foreclosing on or exercising other remedies with respect to a loan, requiring additional collateral or other credit enhancement, charging significant fees and interest, placing the issuers of, or obligors with respect to, any Collateral in bankruptcy or demanding payment on a loan guarantee or under other credit enhancement. The Issuer's acquisition, holding and sale of the Collateral may enhance the profitability or value of investments made by a Transaction Party in the issuers thereof or obligors in respect thereof. As a result of all such transactions or arrangements between a Transaction Party and issuers of, and obligors with respect to, the Collateral or their respective affiliates, a Transaction Party may have interests that are contrary to the interests of the Issuer and the Noteholders.

### **The Trustee**

In connection with the exercise of its functions, the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders. In acting as Trustee under the Trust Deed, the Trustee shall not, in respect of Notes of any Series, assume any duty or responsibility to any of the Swap Counterparty, the Custodian, the Issuing and Paying Agent, any of the Paying Agents or any other Secured Creditor or any other Transaction Party (other than to pay any such party any moneys received and payable to it and to act in accordance with the Conditions and the Trust Deed and other than in respect of any obligations it may have to Secured Creditors in respect of any enforcement of the security constituted by the Trust Deed) and shall have regard solely to the interests of the Noteholders and (save where expressly provided otherwise in the Transaction Documents to which the Trustee is a party) shall not be obliged to act on any directions of any Secured Creditor or Transaction Party if this would in the Trustee's opinion be contrary to the interests of the Noteholders.

### **The Swap Counterparty**

Prospective investors should be aware that, where the Swap Counterparty is entitled to exercise its discretion or to undertake a decision in such capacity in respect of the Swap Agreement (including any right to terminate the Swap Agreement), in respect of the terms and conditions or otherwise in respect of the Notes, then unless specified to the contrary therein, the Swap Counterparty will be entitled to act in its absolute discretion and will be under no obligation to, and will not assume any fiduciary duty or responsibility for, the Noteholders or any other person. In exercising their respective discretions or deciding upon a course of action, prospective investors should expect and understand that the Swap Counterparty may attempt to maximise the beneficial outcome for itself (that is maximise any payments due to it and minimise any payments due from it) and will not be liable to account to the Noteholders or any other person for any profit or other benefit to it or any of its respective affiliates that may result directly or indirectly from any such selection.

### **Risk Factors relating to the market**

#### **Investor suitability**

Prospective investors who consider purchasing the Notes should reach an investment decision only after carefully considering the suitability of the Notes in light of their particular circumstances. Investment in the Notes may only be suitable for investors who:

- (i) have substantial knowledge and experience in financial, business matters and expertise in assessing credit risk which enable them to evaluate the merits and risks of an investment in the Notes and the rights attaching to the Notes;
- (ii) are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time;

- (iii) are acquiring the Notes for their own account (as principal and not as agent) for investment, not with a view to resale, distribution or other disposition of the Notes (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- (iv) recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all.

### **Independent review and advice**

Each prospective purchaser of the Notes must determine, based on its own independent review (including as to the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer, the Swap Counterparty and any relevant obligor in respect of the Collateral and such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as it deems appropriate under the circumstances, to assess the economic, social and political condition of the jurisdiction in which each relevant obligor is located and determine whether an investment in the Notes is appropriate in its particular circumstances.

In so doing, and without restricting the generality of the preceding paragraph, such prospective purchaser must determine that its acquisition and holding 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 it is 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. None of the Issuer, the Trustee, the Dealer(s) or any of their respective affiliates is acting as an investment adviser, or assumes any fiduciary obligation, to any purchaser of Notes.

Neither this Offering Circular nor any Issue Terms is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation or as constituting an invitation or offer that any recipient of this Offering Circular or any Issue Terms should purchase any of the Notes. The Trustee and the Dealer(s) expressly do not undertake to review the financial condition, creditworthiness or affairs of any relevant obligor(s).

### **Limited liquidity of the Notes**

Although application may be made to admit the Notes to the Official List and admit them to trading on the GEM or on another stock exchange, there is currently no secondary market for the Notes. There can be no assurance that a secondary market for any of the Notes will develop, or, if a secondary market does develop, that it will provide the holders of the Notes with liquidity or that it will continue for the life of the Notes. Consequently, any investor in the Notes must be prepared to hold such Notes for an indefinite period of time or until redemption of the Notes. If a Dealer begins making a market for the Notes, it is under no obligation to continue to do so and may stop making such a market at any time.

There may be less liquidity in any secondary market for the Notes than if the Notes were exclusively offered to the public and not to institutional investors. In addition, any secondary market price for the Notes may not reflect any embedded fees and/or other additional costs or inducements included in the price paid for the Notes by initial investors.

### **The continuing effects of the global financial crisis could be detrimental to the Issuer**

In response to the global financial crisis, various governments and central banks have taken measures to increase liquidity and enacted fiscal stimulus packages and measures to support certain entities affected by the crisis. There can be no assurance that such measures will be successful or what the impact of such measures, the consequence of such sustained fiscal stimulus or the withdrawal of such measures or stimulus will have on global economic conditions.



The impact of these conditions resulting from the financial crisis and increased uncertainty and volatility in financial markets could be detrimental to the Issuer and could adversely affect the value and liquidity of its assets, the value of the Notes and the ability of the Issuer to meet its obligations under the Notes.

### **Global events have adversely affected the creditworthiness of certain financial institutions which may adversely affect the Notes**

The global financial crisis and its consequences have negatively affected the creditworthiness of a number of financial institutions, in some cases to the extent of collapse or requiring rescue from governments or international bodies. The value of the Notes or of the amount of payments under them may be negatively affected by such widespread credit deterioration of such financial institutions or governments. Prospective investors should note that recoveries on assets of affected entities have in some cases been minimal. If such valuation were to affect the obligors of the Collateral or the Swap Counterparty, the Custodian, the Issuing and Paying Agent or the Paying Agent for example the value of the Notes would be adversely affected.

### **Listing may be discontinued**

The Issuer may discontinue any listing of the Notes or the Notes may be listed on another stock exchange or exchanges (which may or may not be in Western Europe). This could have adverse consequences for the Noteholders.

### **Risks of the UK leaving the European Union**

On 23 June, 2016 the UK held a referendum to decide on the UK's membership of the European Union. The UK vote was to leave the European Union and the UK Government invoked article 50 of the Lisbon Treaty relating to withdrawal on 29 March 2017. Under article 50, the Treaty on the European Union and the Treaty on the Functioning of the European Union cease to apply in the relevant state from the date of entry into force of a withdrawal agreement, or, failing that, two years after the notification of intention to withdraw, although this period may be extended in certain circumstances. There are a number of uncertainties in connection with the future of the UK and its relationship with the European Union. The negotiation of the UK's exit terms is likely to take a number of years. Until the terms and timing of the UK's exit from the European Union are clearer, it is not possible to determine the impact that the referendum, the UK's departure from the European Union and/or any related matters may have on the business of the Issuer. As such, no assurance can be given that such matters would not adversely affect the business, financial condition and results of operations of the Issuer.

### **Credit Ratings**

Notes to be issued under the Programme will be rated or unrated. Where a Series of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Whether or not a rating in relation to any Series of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies (the "**CRA Regulation**") will be disclosed in the relevant Issue Terms. Each rating will address the Issuer's ability to perform its obligations under the terms of the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by Moody's and/or Standard & Poor's and/or other credit rating agencies. A suspension, reduction or withdrawal of the rating(s) assigned to the Notes may adversely affect the market price of the Notes. The credit ratings included or referred to in this Offering Circular will be treated for the purposes of the CRA Regulation as having been issued by Moody's and/or Standard & Poor's upon registration pursuant to the CRA Regulation. Moody's and Standard & Poor's are established in the European Union and are registered under the CRA Regulation. Whether the Notes are rated or unrated, a Noteholder should take such steps as it considers necessary to evaluate the ongoing risks and merits of a continued investment in such Note.

For example, market indicators (such as rising credit default spreads and yield spreads with respect to the relevant entity) often indicate significant credit issues.

### **Risks relating to regulatory change**

The global financial crisis of 2008 onwards led to an increased regulation of financial activities. In particular, governmental and regulatory authorities in a number of jurisdictions have imposed stricter regulatory controls around certain financial activities and/or have indicated that they intend to impose such controls in the future. The United States of America, the European Union and other jurisdictions have implemented, and are still in the process of implementing, various reform measures. Such regulatory changes and the method of their implementation may have a significant effect on the operation of financial markets. In many cases, it is uncertain how such regulatory reform would affect the Issuer, the treatment of the Notes or the activities of other parties that have roles with respect to the Notes, such as (without limitation) the Swap Counterparty, the Arranger and the Trustee.

### **Redemption of the Notes following a Regulatory Event**

Investors should note that the Calculation Agent has discretion to determine that a Regulatory Event has occurred (which may include any of the situations described in the remainder of this “Risk Factors” section) and where it determines that a Regulatory Event has occurred, the Issuer will redeem the Notes early. The amount payable to Noteholders will be calculated in accordance with the Conditions and may be less than the amount invested.

### **Risks relating to the U.S. Dodd-Frank Act**

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Dodd-Frank Act**”) establishes a comprehensive U.S. regulatory regime for a broad range of derivatives contracts (referred to in this Offering Circular as “covered swaps”). Among other things, Title VII provides the U.S. Commodity Futures Trading Commission (the “**CFTC**”) and the U.S. Securities and Exchange Commission (the “**SEC**”) with jurisdiction and regulatory authority over many different types of derivatives, requires the establishment of a comprehensive registration and regulatory framework applicable to covered swap dealers and other major market participants, requires many types of covered swaps to be exchange-traded or executed on swap execution facilities and centrally cleared, and contemplates the imposition of capital requirements and margin requirements for uncleared transactions in covered swaps. Title VII has not yet been fully implemented. As a result, a complete assessment of the exact nature and effects of Title VII and the rules to be adopted thereunder cannot be made at this time.

The Issuer has imposed certain restrictions on sales in order to fall outside of the scope of the Dodd-Frank Act. However, there remains considerable uncertainty in respect of the extraterritorial scope of the CFTC’s regulations, so there is no assurance that the restrictions imposed by the Issuer would be sufficient. Accordingly, there is no assurance that the Swap Agreement would not be treated as a covered swap under the Dodd-Frank Act nor is there assurance that the Issuer or the Swap Counterparty would not be required to comply with additional regulation under the U.S. Commodity Exchange Act of 1936, as amended, including by the Dodd-Frank Act (the “**CEA**”).

Were the Swap Agreement to be treated as a covered swap, the Issuer or the Swap Counterparty might be subject to increased regulatory requirements. Such additional regulations and such registrations might result in increased reporting obligations and expenses. In addition, it might become illegal for the Swap Counterparty to perform its obligations under the Swap Agreement.

In such circumstance, it is likely that the Calculation Agent would determine that a Regulatory Event has occurred and the Issuer would redeem the Notes early in accordance with the Conditions.

Section 619 of the Dodd-Frank Act, known as the “Volcker Rule”, and its final implementing regulations restrict the ability of a banking entity to engage in proprietary trading or to acquire or retain an ownership interest in, sponsor, or engage in certain transactions with certain private funds (“covered funds”).

The Issuer believes that, under the final regulations, it is not a covered fund with respect to non-U.S. organized or located banking entities. However, if the Issuer were deemed to be a covered fund with respect to certain banking entities subject to the Volcker Rule, those banking entities would be restricted from acquiring or retaining certain ownership interests in or sponsoring the Issuer, and from engaging in “covered transactions”, as defined in section 23A of the Federal Reserve Act of 1913, as amended, with the Issuer. In addition, if the Issuer were deemed to be a covered fund with respect to the Swap Counterparty, it might become illegal for the Swap Counterparty to perform its obligations under the Swap Agreement. In such circumstance, it is likely that the Calculation Agent would determine that a Regulatory Event has occurred and the Issuer would redeem the Notes early in accordance with the Conditions.

Each investor is responsible for analysing its own position under the Volcker Rule and any similar measures, and none of the Issuer, the Arranger, the Trustee or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes regarding such position, including with respect to the ability of any investor to acquire or hold the Notes, or regarding the application of the Volcker Rule to the Issuer, now or at any time in the future.

### **Risks relating to United States Commodity pool regulation**

The Dodd-Frank Act expanded the definition of a “commodity pool” to include any form of enterprise operated for the purpose of trading in commodity interests, including swaps. The Issuer has imposed certain restrictions on sales in order to fall outside of the scope of the Dodd-Frank Act. However, if the Issuer were deemed to be a “commodity pool”, then both the “commodity pool operator” (a “**CPO**”) and a “commodity trading advisor” (“**CTA**”) of the Issuer would be required to register as such with the CFTC and the National Futures Association by the initial offering date of the Notes. While there remain certain limited exemptions from registration as a CPO or a CTA, it is unclear whether and to what extent any of these exemptions would be available to avoid registration with respect to the Issuer. In addition, if the Issuer were deemed to be a “commodity pool”, it would have to comply with a number of reporting requirements that are designed to apply to traded commodity pools. It is presently unclear how a special purpose entity such as the Issuer could comply with certain of these reporting requirements on an ongoing basis. Such registration and other requirements would involve material ongoing costs to the Issuer. In addition, if the Issuer were deemed to be a “commodity pool” this might have adverse consequences for MBIL, in its capacity as Swap Counterparty and/or Arranger, or for the Trustee.

In such circumstance, it is likely that the Calculation Agent would determine that a Regulatory Event has occurred and the Issuer would redeem the Notes early in accordance with the Conditions.

### **The application of the Alternative Investment Fund Managers Directive to special purpose entities**

The EU Directive 2011/61/EU on Alternative Investment Fund Managers (“**AIFMD**”) became effective on 22 July 2013. The AIFMD has been implemented into Luxembourg law by the law of 12 July 2013 on alternative investment fund managers (the “**Luxembourg AIFM Law**”). The AIFMD provides, amongst other things, that all alternative investment funds (each, an “**AIF**”) must have a designated alternative investment fund manager (“**AIFM**”) with responsibility for portfolio and risk management. The application of the AIFMD to special purpose entities such as the Issuer is unclear. The Issuer does not operate in the same manner as a typical alternative investment fund. The Issuer has been established solely for the purpose of issuing securities, bonds, notes, debt or entering into loan agreements or other similar agreements and entering into agreements in relation thereto and performing acts incidental thereto or necessary in connection therewith. However, the definition of AIF and AIFM in the AIFMD is broad and there is only limited guidance as to how such definition should be applied in the context of a special purpose entity such as the Issuer. The Luxembourg AIFM Law provides that “securitisation special purpose entities” are in principle excluded from the scope of the Luxembourg AIFM Law. However, the definitions of a “securitisation special purpose entities” under the Luxembourg AIFM Law and “securitisation undertaking” under the Securitisation Law differ. According to the latest Question & Answer published by the CSSF at the date of this Offering

Circular, Luxembourg securitisation undertakings that only issue debt instruments do not qualify as AIFs. Nevertheless, there is no certainty that in the future the CSSF would not take a contrary view.

Were the Issuer to be found to be an AIF or an AIFM, or were the Arranger acting in any capacity in respect of the Notes and/or the Trustee to be found to be acting as an AIFM with respect to the AIF, the AIFM would be subject to the AIFMD. Owing to the special purpose nature of the Issuer, it would be unlikely that either the Issuer or Arranger could comply fully with the requirements of the AIFMD and, in addition, the Issuer might be classified as a financial counterparty for the purposes of EMIR (defined below) and be required to comply with clearing obligations or other risk mitigation techniques with respect to derivatives transactions.

In such circumstance, the Calculation Agent would be likely (at its discretion) to determine that a Regulatory Event had occurred.

No assurance can be given as to how ESMA or national regulators might, in the future, interpret the AIFMD or whether any such interpretation might find the Issuer to be an AIF or an AIFM, or find the Arranger acting in any capacity in respect of the Notes and/or the Trustee to be acting as an AIFM with respect to the Issuer.

### **Title Transfer Collateral Arrangements and reuse of Collateral**

The Issuer may enter into one or more “title transfer collateral arrangements” (as defined in Article 2(1)(b) of Directive 2002/47/EC) with one or more counterparties in connection with any Series, as specified in the Issue Terms (such arrangement a “**Title Transfer Collateral Arrangement**” and each such counterparty a “**Title Transfer Collateral Counterparty**”). Such Title Transfer Collateral Arrangements could include standard agreements entered into between the Issuer and a Title Transfer Collateral Counterparty, such as a credit support annex (including the Credit Support Annex with the Swap Counterparty being the Title Transfer Collateral Counterparty), a repurchase agreement or a securities lending agreement.

Under Article 15 of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (the “**SFTR**”), the transferee under any Title Transfer Collateral Arrangement is required to inform the transferor of the risks and consequences that may be involved under such Title Transfer Collateral Arrangement. Such risks are described below and will affect Noteholders insofar as they affect the Issuer’s rights against the relevant Title Transfer Collateral Counterparty.

The rights, including any proprietary rights, that the Issuer has in the Collateral transferred to a Title Transfer Collateral Counterparty will be replaced by an unsecured contractual claim for redelivery of equivalent Collateral, subject to the terms of the Title Transfer Collateral Arrangement. The Title Transfer Collateral Counterparty is not under any restrictions on what it does with the securities transferred and may sell or otherwise dispose of them. If the Title Transfer Collateral Counterparty becomes insolvent or otherwise defaults under the Title Transfer Collateral Arrangement, the Issuer’s claim for redelivery of equivalent Collateral will not be secured.

Similarly, the Title Transfer Collateral Counterparty will lose the rights, including any proprietary rights, in any collateral (such as CSA Posted Collateral) it transfers to the Issuer. The Issuer will usually grant security over such collateral in favour of the Trustee for the benefit of the Secured Parties.

In each case, the transferor will lose its voting rights in any securities transferred as collateral under a Title Transfer Collateral Arrangement. Furthermore, the transferee may not be required to notify the transferor of any notifications sent by the issuer of the securities transferred, which could include any corporate actions.

Following the financial crisis, regulatory authorities worldwide have been implementing measures for the orderly resolution of failing firms, particularly banks. In the EU, the main framework legislation for the resolution of banks is BRRD.

If the Title Transfer Collateral Counterparty is subject to a resolution process, then the relevant resolution authority may impose a stay or other restriction on the Issuer's rights to terminate the Title Transfer Collateral Arrangement and enforce the relevant close-out provisions. This may affect the Issuer's ability (or that of any agent or the Trustee acting on its behalf) to enforce timely termination of the Credit Support Annex between itself and the Swap Counterparty or other agreement and consequently the recovery of any amounts due thereunder.

## **European Market Infrastructure Regulation**

European Regulation 648/2012 of the European Parliament and Council on OTC Derivatives Central Counterparties and Trade Repositories dated 4 July 2012, known as the European Market Infrastructure Regulation ("**EMIR**") entered into force on 16 August 2012. EMIR and the regulations made under it imposes certain obligations on parties to OTC derivative contracts according to whether they are "financial counterparties", such as European investment firms, alternative investment funds, credit institutions and insurance companies, or other entities which are "non-financial counterparties" or third country entities equivalent to "financial counterparties" or "non-financial counterparties". EMIR establishes certain requirements for OTC derivative contracts, including mandatory clearing obligations, bilateral risk-management requirements and reporting requirements. These requirements are subject to phased implementation. Investors should be aware that currently EMIR imposes certain obligations on the Issuer, to the extent it enters into derivative transactions, and future requirements of EMIR are likely to impose further obligations on the Issuer.

Financial counterparties will be subject to a general obligation, to clear through a duly authorised or recognised central counterparty all "eligible" OTC derivative contracts entered into with other counterparties subject to the clearing obligation. They must also report the details of all derivative contracts to a trade repository and undertake certain risk-mitigation techniques in respect of OTC derivative contracts which are not cleared by a central counterparty such as timely confirmation of terms, portfolio reconciliation and compression and the implementation of dispute resolution procedures. Non-cleared OTC derivatives entered into by financial counterparties must also be marked to market and collateral must be exchanged. Non-financial counterparties are exempted from the clearing obligation and certain of the additional risk mitigation obligations (such as posting of collateral) provided the gross notional value of all derivative contracts entered into by the non-financial counterparty and other non-financial counterparties within its "group", excluding eligible hedging transactions, do not exceed certain thresholds (set per asset class of OTC derivatives).

If the Issuer is required to comply with certain obligations under EMIR which may give rise to additional costs and expenses for the Issuer, this may in turn reduce amounts available to make payments with respect to the Notes. In particular, there is a particular risk that derivative transactions to which the Issuer enters into become subject to (i) the requirement to exchange segregated collateral with the Counterparty, which forms part of a risk-mitigation requirement, or (ii) mandatory clearing. It is not currently possible to conclude with any certainty whether the Issuer will be or become subject to such requirements or obligations as there remains legislative uncertainty with respect to the scope of such requirements and obligations, which are not yet in effect. However, irrespective of becoming subject to such requirements or obligations, and irrespective of it becoming necessary to amend or replace derivative transactions into which the Issuer enters, the Issuer may in any event have to bear certain costs or fees arising out of steps it is required to take to comply with the requirements of EMIR.

## **Risks related to Notes which are linked to "benchmarks"**

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory reform, including the implementation of the European regulation on indices used as benchmarks in financial instruments and financial contracts

or to measure the performance of investment funds, which entered into force on 30 June 2016 as well as proposals such as the IOSCO Principles for Financial Market Benchmarks (July 2013). Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted. On 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021, and indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. The potential elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, could result in the applicable interest rate for any Notes that are linked to LIBOR or another benchmark becoming fixed or other adverse consequences in respect of such Notes, which could adversely affect the return on such Notes, the value of such Notes and the trading market for such Notes. At this time, no consensus exists as to what rates or indices may become accepted alternatives to LIBOR or other benchmarks and it is impossible to predict the effect that any such alternative may have on the value of Notes that are linked to existing benchmarks. Any such consequence could have a material adverse effect on the return on, value of and market for any such Notes.

### **Systemic Risk**

Financial institutions and other significant participants in the financial markets that deal with each other are interrelated as a result of trading, investment, clearing, counterparty and other relationships. This risk is sometimes referred to as “systemic risk”. Financial institutions such as the Arranger, the Dealer(s), the Trustee, the Swap Counterparty the Custodian and the Agents (or any affiliate of any of them) and any obligors of the Collateral (or any guarantor or credit support provider in respect thereof) that are financial institutions or are significant participants in the financial markets are likely routinely to execute a high volume of transactions with various types of counterparties, including brokers and dealers, commercial banks, investment banks, insurers, mutual and hedge funds and institutional clients. To the extent they do so, they are and will continue to be exposed to the risk of loss if counterparties fail or are otherwise unable to meet their obligations. In addition, a default by a financial institution or other significant participant in the financial markets, or concerns about the ability of a financial institution or other significant participant in the financial markets to meet its obligations, could lead to further significant systemic liquidity problems and other problems that could exacerbate the global financial crisis and as such have a material adverse impact on other entities.

## **DOCUMENTS INCORPORATED BY REFERENCE**

This Offering Circular should be read and construed in conjunction with the following documents, which have been previously published or are published simultaneously with this Offering Circular. Such documents shall be incorporated in, and form part of this Offering Circular, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

- (i) The annual audited financial statements of the Swap Counterparty for the financial years ended 31 March 2017 and 31 March 2016;
- (ii) The annual audited financial statements of the Luxembourg Issuer for the financial year ended 31 March 2017.

For the life of these Base Listing Particulars and for so long as any listed Note remains outstanding, copies of the above documents will be available as described in “General Information” below.

## OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Series of Notes, the relevant Issue Terms. The Issuer and any relevant Dealer(s) may agree that Notes shall be issued in a form other than that contemplated in the Master Terms and Conditions, in which event, a new Offering Circular or a supplement to the Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

### PARTIES

<b>Company:</b>	Castle Bridges S.A. (the “ <b>Luxembourg Company</b> ”), a special purpose vehicle incorporated as a société anonyme (public limited liability company) under the laws of Luxembourg which is a securitisation undertaking under the Securitisation Law 2004.
<b>Issuer:</b>	<p>The Luxembourg Company acting in respect of one of its Compartments.</p> <p>Information relating to the Issuer is contained in the section of this Offering Circular headed “<i>Description of the Issuer</i>”.</p>
<b>Compartments:</b>	A separate compartment will be created by the Board of the Luxembourg Company in respect of each Series of Notes (each a “ <b>Compartment</b> ”). Each Compartment is a separate and segregated part of the Luxembourg Company's assets and liabilities. The assets allocated in a Compartment are in principle exclusively available to satisfy the rights of the holders of the relevant Series of Notes issued under the relevant Compartment and the rights of the creditors whose claims have arisen as a result of the creation, the operation or the liquidation of the Compartment, as contemplated by the Articles and the Securitisation Law 2004.
<b>Arranger:</b>	Macquarie Bank Limited, London Branch
<b>Dealer(s):</b>	Macquarie Bank Limited, London Branch, either in respect of one or more Series or Tranches or in respect of the whole Programme. The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional Dealers.
<b>Trustee:</b>	Citicorp Trustee Company Limited
<b>Issuing and Paying Agent:</b>	Citibank N.A., London Branch
<b>Custodian:</b>	Citibank N.A., London Branch
<b>Paying Agent and Transfer Agent:</b>	Citibank N.A., London Branch
<b>Registrar</b>	Citigroup Global Markets Deutschland AG



**Swap Agreement and Swap Counterparty:**

In respect of any Series of Notes, the Issuer may enter into a swap agreement on the terms described in the section of this Offering Circular headed “*The Swap Agreement*” (a “**Swap Agreement**”). The Swap Agreement may, if so specified in the applicable Issue Terms, provide for collateralisation by way of a credit support annex by either or both of the Issuer and the Swap Counterparty of their respective obligations under the Swap Agreement.

Unless otherwise specified in the applicable Issue Terms, the Swap Counterparty in respect of any Swap Agreement in respect of a Series of Notes will be Macquarie Bank International Limited.

Where no Swap Agreement is entered into in relation to a Series of Notes, references in this Offering Circular to the Swap Agreement and the Swap Counterparty shall not be applicable with respect to that Series of Notes.

**Disposal Agent:**

Unless otherwise specified in the applicable Issue Terms, the initial Disposal Agent will be Macquarie Bank Limited, London Branch.

**Calculation Agent:**

Unless otherwise specified in the applicable Issue Terms, the initial Calculation Agent will be Macquarie Bank Limited, London Branch.

**CHARACTERISTICS OF THE NOTES**

**Status of Notes:**

Each Series of Notes will be secured, limited recourse obligations of the Issuer ranking *pari passu* without any preference among themselves, is (in the case of the Luxembourg Company) subject to the Securitisation Law 2004 and secured in the manner described in “Master Terms and Conditions – Condition 5 (*Transaction Security*)”. Recourse in respect of any Series (and in the case of the Luxembourg Company, in relation to the relevant Compartment) will be limited to the Mortgaged Property for that Series. Claims of Noteholders, the Swap Counterparty, the Custodian, the Issuing and Paying Agent, any of the Paying Agents and any other Secured Creditor shall rank in accordance with the priorities specified in “Master Terms and Conditions – Condition 15 (*Application of Liquidation Proceeds*)” as it may be amended by the relevant Series Instrument.

**Restrictions:**

So long as any Note remains outstanding, the Issuer will not, without the consent of the Trustee and the Swap Counterparty engage in any business other than the issuance or entry into of Notes or other Obligations, and provided always that such Obligations are secured on assets of the Issuer other than the Issuer’s share capital and those assets securing any other obligations of the Issuer and that they are entered into on a limited recourse and non-petition basis. In addition, the Issuer will be subject to certain other restrictions including that it will

not, without the consent of the Trustee and the Swap Counterparty, declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property, consolidate or merge with any other person, convey or transfer its properties or assets substantially as an entity to any person (other than as contemplated by the Conditions) or issue any further shares.

**Form of Notes:**

The Notes may be issued in bearer form only ("**Bearer Notes**") or in registered form only ("**Registered Notes**"). Each Tranche of Bearer Notes will be represented on issue by a temporary global note (a "**Temporary Global Note**") if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "*U.S. TEFRA Compliance*" below), otherwise such Tranche will be represented by a permanent global note (a "**Permanent Global Note**"). Registered Notes will be represented by certificates (each a "**Certificate**"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Certificates representing Registered Notes of one or more tranches of the same Series are referred to as "**Global Certificates**". These may be registered in the name of a nominee for one or more clearing systems.

**Limited Recourse and Non-Petition:**

The Notes comprise secured, limited recourse obligations of the Issuer.

In respect of a Series (and in the case of the Luxembourg Company, the relevant Compartment), the Transaction Parties, the Noteholders and the Couponholders shall have recourse only to the Mortgaged Property in respect of such Series, subject always to the Transaction Security, and not to any other assets of the Issuer or of other Compartments.

If after (i) the Mortgaged Property in respect of such Series (and in the case of the Luxembourg Company, the relevant Compartment) is exhausted, whether following liquidation or enforcement of the security over such Mortgaged Property or otherwise, and (ii) application of the proceeds derived from the Mortgaged Property as provided in "Master Terms and Conditions – Condition 15 (*Application of Liquidation Proceeds*)", any outstanding claim, debt or liability against the Issuer in respect of the Notes of such Series or Transaction Documents relating to the Notes of such Series (and in the case of the Luxembourg Company, the relevant Compartment) remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and the Issuer shall have no further obligation in respect thereof.

Following extinguishment in accordance with "Master

Terms and Conditions – Condition 17(a) (*General Limited Recourse*)”, none of the Transaction Parties (save for the Trustee who may lodge a claim in liquidation of the Issuer which is initiated by another party or take proceedings to obtain a declaration or judgment as to the obligations of the Issuer), the Noteholders, the Couponholders or the persons acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, members, corporate service providers or directors to recover any further sum in respect of the extinguished claim, debt or liability and the Issuer shall have no obligation to any such persons in respect of such further sum in respect of such Series. None of the Transaction Parties, the Noteholders, the Couponholders or the persons acting on behalf of any of them may, at any time, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings under the applicable laws of any jurisdiction (whether court-based or otherwise) in relation to the Issuer (or the Luxembourg Company where the Issuer is a Luxembourg Issuer) or any of its officers, shareholders, members, directors or any of its assets, and none of them shall have any claim arising with respect to the assets or property attributable to any other instruments issued by the Issuer or the Luxembourg Company where the Issuer is a Luxembourg Issuer).

Such limited recourse and non-petition provisions shall survive maturity of the Notes and the expiration or termination of the agreements to which the Transaction Parties are party.

## **TERMS OF THE NOTES**

### **Mortgaged Property:**

The Notes of each Series (and in the case of the Luxembourg Company, the relevant Compartment) will be secured in the manner set out in “Master Terms and Conditions – Condition 5 (*Transaction Security*)”, including a charge over the Collateral and an assignment of the Issuer’s rights, title and interest relating to the Collateral and against the Custodian to the extent they relate to the Collateral and/or the Notes, and a charge over all sums held from time to time by the Issuing and Paying Agent insofar as such sums relate to that Series, together with an assignment of the Issuer’s rights, title and interest under the Swap Agreement relating to that Series. Each Series may also be secured on such additional security as may be described in the applicable Issue Terms.

### **Currencies:**

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency as agreed between the Issuer, the Issuing and Paying Agent and the relevant Dealer(s).

<b>Specified Denomination:</b>	Notes will be in such denominations as may be specified in the applicable Issue Terms in accordance with all relevant laws, regulations and directives, save that unless otherwise permitted by current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 will have a minimum denomination of £100,000 (or its equivalent in other currencies).
<b>Maturities:</b>	Subject to compliance with all relevant laws, regulations and directives, any maturity.
<b>Fixed Rate Notes:</b>	Fixed interest will be payable in arrear on the date or dates in each year specified in the applicable Issue Terms.
<b>Floating Rate Notes:</b>	Floating Rate Notes will bear interest determined separately for each Series and, unless otherwise specified in the applicable Issue Terms, will be determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.
<b>Zero Coupon Notes:</b>	Zero Coupon Notes may be issued at their nominal amount or at a discount to their nominal amount and will not bear interest.
<b>Interest Periods, Interest Accrual Periods and Rates of Interest:</b>	The length of the interest periods for the Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the applicable Issue Terms.
<b>Redemption:</b>	The applicable Issue Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies) per Note.
<b>Redemption by Instalments:</b>	The Issue Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.

**Early Redemption for Events of Default, Tax or Other Reasons:**

The Notes may be redeemed prior to or following the Maturity Date upon the occurrence of certain tax events with respect to the Notes or the Original Collateral, upon the occurrence of certain events with respect to the Original Collateral, upon the value of the Original Collateral and the value of the Swap Agreement falling to or below a specified level, upon the occurrence of certain regulatory events or upon the termination of the Swap Agreement (any redemption following the Maturity Date would be as a result of a redemption being triggered prior to the Maturity Date but with the resultant liquidation process not being completed until after the Maturity Date). In addition, either the Noteholders and/or the Trustee (dependent on the relevant event and as specified in the Conditions) may have the right to direct a redemption of the Notes upon the occurrence of an Event of Default with respect to the Notes, the occurrence of certain default events relating to the Original Collateral or upon the bankruptcy or certain defaults of the Swap Counterparty.

In such circumstances, the Disposal Agent may be required to liquidate some or all of the Collateral and the Swap Agreement will be terminated in accordance with its terms. The amount payable or transferable to Noteholders in such circumstances will be the Early Redemption Amount.

If the Early Redemption Settlement Method is specified in the Issue Terms to be "Noteholder Settlement Option", then a Sole Noteholder (if any) may elect to receive physical delivery of all Collateral held by or on behalf of the Issuer in respect of the Notes on the Early Redemption Date. In order to receive physical delivery of the Collateral the Sole Noteholder must satisfy the Conditions to Delivery (including payment of the Physical Redemption Priority Payment Amount), as specified in the Terms and Conditions. In all other circumstances, Noteholders will receive the Early Cash Redemption Amount, being, broadly, an amount per Note equal to that Note's *pro rata* share of (i) the proceeds of liquidation or realisation of such Noteholder's *pro rata* share of the Collateral and any other assets in respect of the relevant Series available to the Issuer (other than payments from the Swap Counterparty in respect of the termination of the Swap Agreement), plus (ii) any termination payment payable to the Issuer by the Swap Counterparty on the termination of the Swap Agreement and minus (iii) any termination payment payable to the Swap Counterparty by the Issuer on the termination of the Swap Agreement.

The Early Redemption Amount of a Note may be less than or may have a value of less than the Specified Denomination of that Note and may be zero.

In addition, on a redemption of the Notes other than on

their final redemption on the Maturity Date, the Issuer or the Trustee (as the case may be) will apply available sums or assets in accordance with the order of priority set out in “Master Terms and Conditions – Condition 15 (*Application of Liquidation Proceeds*)” of the Master Terms and Conditions. Such sums or assets may not be sufficient to meet the claims of the Secured Creditors against the Issuer in respect of the Series and, accordingly, following application in accordance with the order of priority there may not be sufficient sums or assets available to satisfy the Issuer’s obligation to pay the Early Redemption Amount in full or at all. See further the section of this Offering Circular headed “*Overview of the Programme – Limited Recourse and Non-Petition*”.

**Cross Default:**

None.

**Withholding Tax:**

All payments in respect of the Notes will be made subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature that the Issuer or any Agent is required by applicable law or pursuant to FATCA to make. In that event, the Issuer or such Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount(s) so required to be withheld or deducted. This may result in the early redemption of the Notes – see the section of this Offering Circular headed “*Overview of the Programme – Early Redemption for Events of Default, Tax or Other Reasons*”. Neither the Issuer nor any Agent will be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction.

**Further Issues:**

The Issuer may from time to time issue further Notes of any Series on the same terms as existing Notes (and in the case of the Luxembourg Company, under the same relevant Compartment) and such further Notes shall be consolidated and form a single Series with such existing Notes of the same Series; provided that, unless otherwise sanctioned by an Extraordinary Resolution, the Issuer provides, in accordance with “Master Terms and Conditions – Condition 21 (*Further Issues*)”, additional assets as security for such further Notes.

**Governing Law:**

The Notes are governed by English law.

In respect of Notes issued by a Luxembourg Issuer, Articles 470-3 to 470-20 of the Companies Law are excluded.

**ISSUANCE DETAILS**

**Method of Issue:**

The Notes will be issued in Series, with the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in Tranches on the same or different issue date(s). The specific terms of each Tranche (which will be completed,

where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the applicable Issue Terms.

**Issue Price of the Notes:**

Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.

**Clearing Systems:**

Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and such other clearing system as may be agreed between the Issuer, each of the Paying Agents, the Trustee and the relevant Dealer.

**Initial Delivery of Notes:**

On or before the issue date for each Tranche, if the relevant Global Note is a new global note (a "**NGN**") or the relevant Global Certificate is held under the New Safekeeping Structure (the "**NSS**"), the Global Note or Global Certificate will be delivered to a common safekeeper for Euroclear and Clearstream, Luxembourg (the "**Common Safekeeper**"). On or before the issue date for each Tranche, if the relevant Global Note is a classic global note (a "**CGN**") or the relevant Global Certificate is not held under the NSS, the Global Note representing Bearer Notes or the Global Certificate representing Registered Notes may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Paying Agents, the Trustee and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

**Listing and Admission to Trading:**

Application will be made to the Irish Stock Exchange plc for certain Notes issued under the Programme during the period of 12 months from 23 March 2018 to be admitted to the Official List and trading on its Global Exchange Market ("**GEM**") which is operated by the Irish Stock Exchange plc. No assurance can be given that such an application to admit Notes to the Official List and to trading on GEM will be successful.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer(s) in relation to a specific Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

**Rating:**

The Programme is not rated but it is anticipated that certain Series of Notes issued under the Programme may

be rated by Moody's and/or Standard & Poor's. Where a Series is rated, such rating will be specified in the Issue Terms relating to such Series of Notes. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, revision or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Notes may adversely affect the market price of the Notes. Unrated Notes may also be issued.

**Selling Restrictions:**

The United States, the Public Offer Selling Restriction under the Prospectus Directive, the United Kingdom, Australia, Luxembourg, and any other jurisdiction relevant to any Series. See "*Subscription and Sale*".

The Issuer is Category 2 for the purposes of Regulation S under the Securities Act, as amended.

**U.S. TEFRA Compliance:**

Notes in bearer form will be issued:

- (i) in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the "**C Rules**");
- (ii) in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the "**D Rules**"); or
- (iii) other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the applicable Issue Terms as a transaction to which TEFRA is not applicable.



## MASTER TERMS AND CONDITIONS

*The following is the text of the Master Terms and Conditions applicable to the Notes issued under the Programme. Such Master Terms and Conditions, as modified and supplemented by any Additional Terms and Conditions set out in any Product Supplement that is specified as being applicable in the applicable Pricing Supplement or Alternative Drawdown Document and further subject to completion, amendment and/or variation in accordance with the relevant section of the Pricing Supplement or an Alternative Drawdown Document, as the case may be, shall be applicable to the Notes. Either (i) the full text of these Master Terms and Conditions together with the relevant Additional Terms and Conditions and the relevant provisions of Part A of the applicable Pricing Supplement or the relevant section of an Alternative Drawdown Document, as the case may be, or (ii) these Master Terms and Conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on any Bearer Note or on any Certificate relating to a Registered Note. In respect of the Notes, “**Issue Terms**” means the applicable “Pricing Supplement” completed by the Issuer which specifies the issue details of the Notes or, in all other cases, the applicable terms and conditions set out in the “**Alternative Drawdown Document**” which may include Listing Particulars relating to the Notes or other similar document incorporating by reference the whole or any part of these Master Terms and Conditions and any Additional Terms and Conditions. All capitalised terms that are not defined in the Conditions will have the meanings given to them in the Trust Deed. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to Notes are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

Each Series of Notes will be issued by one only of Castle Bridges S.A. acting on behalf, and for the account of a particular Compartment (the “**Luxembourg Issuer**”) or any additional company which is acting as the issuer of Notes under the Programme (each such company, in relation to itself and Notes issued by it, the “**Issuer**”). Each Issuer shall be bound by these terms and conditions only in respect of any Series of Notes issued by it and matters relating thereto. No Issuer shall be bound by these terms and conditions in respect of any Series of Notes issued by any other Issuer.

Each Series of Notes is constituted, governed and secured (where applicable) by or pursuant to a Series Instrument relating to the Notes dated the Issue Date of the Notes between the Issuer specified therein, the persons, if any, named therein as a swap counterparty (each a “**Swap Counterparty**”, which expression as used herein shall mean all or any of such persons, as the case may be), the “Trustee” (as defined in the Series Instrument and which expression shall include all persons for the time being the trustee or trustees under the Master Trust Terms referred to below) and other parties (if any) named therein. The Series Instrument constitutes and (where applicable) secures the Notes by the creation of a trust deed (the “**Trust Deed**”) on the terms (as amended and/or supplemented by the Series Instrument) set out in the master trust terms (the “**Master Trust Terms**”) as specified in the Series Instrument. By executing the Series Instrument, the Issuer has entered into an agency agreement (the “**Agency Agreement**”) with one or more of the parties defined in the Series Instrument as the “Custodian”, “Issuing and Paying Agent”, the “Calculation Agent”, the “Disposal Agent”, the “Registrar”, the “Transfer Agent” (which term may include more than one Transfer Agent) and any other “Paying Agents” (such other Paying Agents being defined as such together with the Issuing and Paying Agent) and the Trustee, on the terms (save as amended and/or supplemented by the relevant Series Instrument) set out in the master agency terms (the “**Master Agency Terms**”) as specified in the Series Instrument.

Statements in these Master Terms and Conditions include summaries of, and are subject to, the detailed provisions appearing in the Master Trust Terms (which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below) and, if it is stated in the Series Instrument that the Notes are issued with the benefit of an additional Security Document creating security interests over the Mortgaged Property, such additional Security Document. Copies of the Master Trust Terms, the Master Agency Terms, the Series Instrument and, if applicable, each additional Security Document are available for inspection, so long as any of the Notes remain

outstanding, during usual business hours at the registered office of the Issuer and at the specified offices of the Paying Agents (in each case, if any) named in the Series Instrument.

The issuing and paying agent, the calculation agent, the custodian and account bank, the disposal agent, the registrar and the paying agents and transfer agents for the time being (if any) are referred to below respectively as the “**Issuing and Paying Agent**”, the “**Calculation Agent**”, the “**Custodian**”, the “**Disposal Agent**”, the “**Registrar**”, the “**Paying Agents**” (which expression shall include the Issuing and Paying Agent) and the “**Transfer Agents**” (which expression shall include the Registrar) and collectively as the “**Agents**”.

The Noteholders, the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

As used in the Conditions, “**Tranche**” means Notes that are identical in all respects.

## 1. **Definitions and interpretation**

- (a) **Definitions:** All capitalised terms that are not defined in the Conditions will have the meanings given to them in the Trust Deed, the absence of any such meaning indicating that such term is not applicable to the Notes. In the event of any inconsistency between the terms of the Series Instrument relating to the Notes and the terms of the Master Trust Terms, the terms of the Series Instrument shall prevail. In the event of any inconsistency between the terms of the Master Trust Terms, the terms of the relevant Series Instrument and the terms of the applicable Issue Terms, the terms of the applicable Issue Terms shall prevail. In the event of any inconsistency between these Master Terms and Conditions and the terms of the applicable Issue Terms, the terms of the applicable Issue Terms shall prevail. In addition, expressions used in the Conditions shall have the meanings given to them in the Annex to these Master Terms and Conditions entitled “*Definitions Annex to the Master Terms and Conditions*”.
- (b) **Interpretation:** With respect to the Notes, references to the Trust Deed, the Agency Agreement, the Dealer Agreement or any other Transaction Document constituted by the Series Instrument are to those documents as amended or supplemented from time to time (whether by way of any supplements to, or amendment and restatements of the Series Instrument, as the case may be, or otherwise) in relation to the Programme as they stand as of the Issue Date of the Notes and thereafter, together with references to the Swap Agreement, are to those documents as they may then be subsequently amended, supplemented or replaced in respect of the Notes as permitted by the Conditions and the Trust Deed with respect to the Notes. Notwithstanding the foregoing, where one or more further Tranches of Notes are issued in accordance with Master Condition 21 (*Further Issues*) so as to be consolidated and form a single series with the Notes, the reference to Issue Date in this paragraph shall be to the Issue Date of the first Tranche of Notes.

## 2. **Form, specified denomination and title**

The Notes are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”), in each case in the Specified Denomination(s) specified in the applicable Issue Terms.

All Registered Notes shall have the same Specified Denomination.

The Notes are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Instalment Notes, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis specified in the applicable Issue Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes, in which case references to interest (other than in relation to Default Interest), Coupons and Talons in the Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Master Condition 3(b), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to Bearer Notes and Receipts, Coupons and Talons shall pass by delivery. Title to Registered Notes shall pass by registration in the register that the Issuer shall procure will be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). In the case of the Luxembourg Company, a copy of the Register will regularly and upon any changes being made thereto be sent by the Registrar to the Luxembourg Company, with the information contained in such copy to be transcribed in a register held by the Luxembourg Company at its registered office to enable the Luxembourg Company to keep the register held at its registered office up-to-date, complete and correct. In the case of the Luxembourg Company, where there are discrepancies between the Register and the register held by the Luxembourg Company at its registered office, the register held by the Luxembourg Company at its registered office will prevail for the purposes of Luxembourg law. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate), and no person shall be liable for so treating the holder.

### 3. **No exchange of Notes and transfers of Registered Notes**

- (a) **No Exchange of Notes:** Registered Notes are not exchangeable for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.
- (b) **Transfers of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the Specified Office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed, and any such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be subject to and effected in accordance with the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.
- (c) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Master Condition 3(b) (*Transfers of Registered Notes*) shall be available for delivery within three business days of the surrender of the relevant Certificate together with the

relevant form of transfer and relevant evidence required by the Registrar or Transfer Agent. Delivery of the new Certificate(s) shall be made at the Specified Office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent or the Registrar the costs of such other method of delivery and/or such insurance as it may specify. In this Master Condition 3(c), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the Specified Office of the relevant Transfer Agent or the Registrar (as the case may be).

- (d) **Transfers Free of Charge:** Transfers of Notes and Certificates pursuant to Master Condition 3(b) (*Transfers of Registered Notes*) shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).
- (e) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered: (i) during the period of 15 days ending on the Maturity Date, or the date for payment of any Instalment Amount in respect of that Note; (ii) after the occurrence of any Early Redemption Trigger Date and/or any Liquidation Event in relation to such Note; or (iii) during the period of seven days ending on (and including) any Record Date.

#### 4. **Constitution, status, collateral and non-applicability**

- (a) **Constitution and Status of Notes:** The Notes are constituted and secured by the Trust Deed. The Notes are secured, limited recourse obligations of the Issuer, at all times ranking *pari passu* and without any preference among themselves (which, if the Issuer is a Specified Luxembourg Issuer are subject to the Securitisation Law 2004) and secured in the manner described in Master Condition 5 (*Transaction Security*) and recourse in respect of which is limited in the manner described in Master Conditions 15 (*Application of Liquidation Proceeds*), 16 (*Enforcement of Rights or Transaction Security*) and 17(a) (*General Limited Recourse*).
- (b) **Collateral:** In connection with the issue of the Notes, the Issuer may acquire rights, title and/or interests in and to the Collateral. The Original Collateral shall be as specified in the applicable Issue Terms. In addition or in the alternative to its acquisition of rights, title and/or interests in and to the Collateral, the Issuer may enter into a Swap Agreement with respect to the Notes as specified in the applicable Issue Terms relating to the Notes.
- (c) **Non-applicability:** Where no reference is made in the Series Instrument and the Issue Terms to any Original Collateral, references in the Conditions to any such Original Collateral, to any Secured Payment Obligation relating to such Original Collateral and to any related Original Collateral Obligor or Secured Creditor relating to such Original Collateral, as the case may be, shall not be applicable. Where no reference is made in the Series Instrument and the applicable Issue Terms to any Swap Agreement and/or Swap Counterparty (or any Credit Support Annex thereto), references in the Conditions thereto shall not be applicable.

## 5. Transaction Security

- (a) **Transaction Security:** Unless otherwise specified in the Series Instrument, the Secured Payment Obligations are secured in favour of the Trustee for the benefit of itself and the other Secured Creditors, pursuant to the Trust Deed, by:
- (A) a first fixed charge over the Collateral and all property, assets and sums derived therefrom (from time to time);
  - (B) an assignment by way of security of all the Issuer's rights, title and interest attaching or relating to the Collateral and all property, sums or assets derived therefrom, including, without limitation, any right to delivery thereof or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary;
  - (C) an assignment by way of security of the Issuer's rights, title and interest against the Custodian, to the extent that they relate to the Collateral and/or the Notes;
  - (D) an assignment by way of security of the Issuer's rights, title and interest under the Agency Agreement, to the extent they relate to the Collateral and/or the Notes;
  - (E) an assignment by way of security of the Issuer's rights, title and interest under the Swap Agreement (without prejudice to, and after giving effect to, any contractual netting provision contained in the Swap Agreement);
  - (F) an assignment by way of security of the Issuer's rights, title and interest under the Agency Agreement, to the extent that they relate to any assets held by the Custodian in respect of the Notes;
  - (G) an assignment by way of security of the Issuer's rights against the Disposal Agent under the terms of the Agency Agreement (or any other agreement entered into between the Issuer and the Disposal Agent) to the extent that such rights relate to the Collateral and/or the Notes;
  - (H) a first fixed charge over (A) all sums held by the Issuing and Paying Agent and/or the Custodian to meet payments due in respect of any Secured Payment Obligation and (B) any sums received by the Issuing and Paying Agent under the Swap Agreement; and
  - (I) a first fixed charge over all property, sums and assets held or received by the Disposal Agent relating to the Transaction Documents and the Collateral.

*Notwithstanding the above, investors should note that where any Collateral and/or any property, assets and sums derived therefrom are held by the Custodian in book-entry form, the security interests granted in respect of the same might, as a result of such book-entry holding, take the form only of a security interest over the Issuer's rights against the Custodian in respect of such Collateral and/or property, sums and assets, as the case may be, rather than a charge over such Collateral and/or property, sums and assets derived therefrom themselves.*

Additionally, the Secured Payment Obligations of the Issuer may be secured pursuant to a Security Document other than the Trust Deed as specified in the relevant Series Instrument.

Certain of the assets being the subject of the Transaction Security shall be released automatically, without the need for any notice or other formalities, to the extent required for the Issuer to be able to duly make any payment or delivery in respect of the Notes and/or under the related Swap Agreement and/or the other Transaction Documents which is due and payable or deliverable, or in connection with the purchase of Notes or as otherwise provided for under the Conditions or the relevant Transaction Documents in respect of a Series of Notes.

- (b) **Issuer's rights as beneficial owner of Collateral:** Prior to the Trustee giving an Enforcement Notice to the Issuer (copied to the Custodian, any Disposal Agent appointed at that time and the Swap Counterparty), the Issuer may, with the prior written consent of the Trustee or with the sanction of an Extraordinary Resolution (as defined in the Trust Deed):
- (i) take such action in relation to the Mortgaged Property as it may think expedient; and
  - (ii) exercise any rights incidental to the ownership of the Mortgaged Property and, in particular (but without limitation and without responsibility for their exercise), any voting rights in respect of such property and all rights to enforce any ownership interests in respect of such property.

The Issuer will not exercise any rights with respect to Mortgaged Property unless it has the consent or sanction referred to above and, if such consent or sanction is given, the Issuer will act only in accordance with such consent or sanction. For the avoidance of doubt, no such consent or sanction is required in connection with any assets that are released automatically.

- (c) **Disposal Agent's right following Liquidation Event:** Notwithstanding the above, following the effective delivery of a valid Liquidation Commencement Notice to the Disposal Agent (copied to each of the other Transaction Parties), the Disposal Agent on behalf of the Issuer shall have the right to undertake any action as contemplated by the Conditions and the Agency Agreement as it considers appropriate, and any actions in furtherance thereof or ancillary thereto as they relate to the relevant Mortgaged Property, without requiring any sanction referred to therein. Pursuant to the terms of the Trust Deed, upon the effective delivery of a valid Liquidation Commencement Notice to the Disposal Agent, the Transaction Security described in Master Condition 5(a) (*Transaction Security*) will automatically be released without further action on the part of the Trustee to the extent necessary for the Disposal Agent to effect the Liquidation of the relevant Mortgaged Property, provided that nothing in this Master Condition 5(c) will operate to release the charges and other security interests over the proceeds of the Liquidation of the Mortgaged Property or over any Mortgaged Property not subject to such Liquidation.
- (d) **Credit Support Annex:** If "Credit Support Annex" is specified as applicable in the applicable Issue Terms then the Issuer will enter into a Credit Support Annex under the Swap Agreement pursuant to which the Issuer shall, if required in accordance with the terms of the Credit Support Annex, transfer some or all of the Collateral to the Swap Counterparty. Collateral transferred by the Issuer pursuant to the Credit Support Annex will be deemed to be released by the Trustee from the Transaction Security described in Master Condition 5(a) (*Transaction Security*) immediately prior to the delivery or transfer of such Collateral by or on behalf of the Issuer to the Swap Counterparty.

## 6. Restrictions

So long as any Note remains outstanding, the Issuer shall not, without the prior consent in writing of the Trustee and the Swap Counterparty, but subject to the provisions of Master Condition 13 (*Liquidation*):

- (a) engage in any business other than the issuance or entry into of Obligations, the entry into of related agreements and transactions and the performing of acts incidental thereto or necessary in connection therewith, and provided that:
  - (i) such Obligations are secured on assets of the Issuer other than the Issuer's share capital and any assets securing any other Obligations (other than Equivalent Obligations); and
  - (ii) such Obligations and any related agreements contain provisions that limit the recourse of any holder of, or counterparty to, such Obligations and of any party to any related agreement to assets other than those to which any other Obligations (other than Equivalent Obligations) have recourse;
- (b) sell, transfer or otherwise dispose of any of the Mortgaged Property or any right or interest therein or create any mortgage, charge or other security or right of recourse in respect thereof;
- (c) subject as provided in Master Condition 8(f) (*Redemption of Termination of Swap Agreement*), cause or permit the Swap Agreement or the priority of the Transaction Security created by the Trust Deed or any other Security Document to be amended, terminated or discharged;
- (d) release any party to the Swap Agreement, the Trust Deed, the Series Instrument or any other Security Document from any existing obligations thereunder;
- (e) have any subsidiaries;
- (f) consent to any variation of, or exercise any powers of consent or waiver pursuant to, the terms of the Swap Agreement, the Conditions, the Trust Deed, the Series Instrument, any other Security Document or any other Transaction Document;
- (g) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any person;
- (h) have any employees;
- (i) issue any shares (other than such shares as are in issue at the date hereof) or make any distribution to its shareholders;
- (j) open or have any interest in any account with a bank or financial institution unless (i) such account relates to the issuance or entry into of Obligations and such Obligations have the benefit of security over the Issuer's interest in such account or (ii) such account is opened in connection with the administration and management of the Issuer and only moneys necessary for that purpose are credited to it;
- (k) declare any dividends;
- (l) purchase, own, lease or otherwise acquire any real property (including office premises or like facilities);

- (m) guarantee, act as surety for or become obligated for the debts of any other entity or person or enter into any agreement with any other entity or person whereby it agrees to satisfy the obligations of such entity or person or any other entity or person;
- (n) acquire any securities or shareholdings whatsoever from its shareholders or enter into any agreements whereby it would be acquiring the obligations and/or liabilities of its shareholders;
- (o) except as required in connection with the issuance or entry into of Obligations, advance or lend any of its moneys or assets, including but not limited to the Mortgaged Property, to any other entity or person; or
- (p) approve, sanction or propose any amendment to its constitutional documents.

except as provided for or contemplated in the Conditions or any Transaction Document.

## 7. Interest

- (a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Master Condition 7(f) (*Interest Payable*).
- (b) **Interest on Floating Rate Notes:**
  - (i) **Interest Payment Dates:** Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Master Condition 7(f) (*Interest Payable*).
  - (ii) **Rate of Interest for Floating Rate Notes:** The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in accordance with the ISDA Determination provisions below, unless otherwise specified in an applicable Alternative Drawdown Document.

Where ISDA Determination is applicable, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate, subject as provided in Master Condition 7(e) (*Margin*) below.

For the purposes of this Master Condition 7(b)(ii), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified in the applicable Issue Terms;
- (y) the Designated Maturity is a period specified in the applicable Issue Terms; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the applicable Issue Terms.



For the purposes of this Master Condition 7(b)(ii), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

- (c) **Zero Coupon Notes:** If the Interest Basis of a Note is specified in the applicable Issue Terms to be Zero Coupon then if such Note is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount.
- (d) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption save that if, upon due presentation, payment of the full amount of principal and/or interest due on such due date for redemption is improperly withheld or refused, interest will accrue daily on the unpaid amount of principal and/or interest (after as well as before judgment and regardless of the Interest Basis) from and including the due date for redemption to but excluding the Relevant Date at (i) the overnight rate for deposits in the currency in which the payment is due to be made as determined by the Calculation Agent in its commercially reasonable manner or (ii) such other rate as may be specified for such purposes in the applicable Issue Terms. Such interest (the “**Default Interest**”) shall be compounded daily with respect to the overdue sum at the above rate.
- (e) **Margin:** If any Margin is specified in the applicable Issue Terms (either (x) generally or (y) in relation to one or more Interest Accrual Periods), then an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rate(s) of Interest for the specified Interest Accrual Period(s), in the case of (y), calculated in accordance with Master Condition 7(b) (*Interest on Floating Rate Notes*) by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin.
- (f) **Interest Payable:** The interest payable in respect of any Note for a relevant period shall be an amount determined by the Calculation Agent equal to the product of the amount of interest payable per Calculation Amount, as determined in accordance with this Master Condition 7(f), and the Calculation Amount Factor of the relevant Note. The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall 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 per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

## 8. Redemption and purchase

- (a) **Final Redemption:** Provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition, all but not some only of the Notes shall become due and payable on the Maturity Date at their Final Redemption Amount or, in the case of Notes falling within Master Condition 8(b) (*Redemption by Instalments*), their final Instalment Amount.
- (b) **Redemption by Instalments:** Provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition, Notes that

provide in the applicable Issue Terms for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at their related Instalment Amount. The outstanding nominal amount of each such Note shall be reduced by the relevant Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(c) **Redemption upon Collateral Event:** Provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition in respect of the Notes, if the Calculation Agent determines that a Collateral Event has occurred with respect to any Original Collateral and gives notice of such determination (including a description in reasonable detail of the facts relevant to such determination) to the Issuer (copied to the Issuing and Paying Agent, the Trustee and the Swap Counterparty) (the date of such determination being the “**Collateral Event Determination Date**”), then:

- (i) as soon as reasonably practicable, and in any event within the Early Redemption Notification Period commencing on (and including) the Collateral Event Determination Date, the Issuer (or the Issuing and Paying Agent on its behalf, having been supplied by the Issuer or the Calculation Agent with the relevant Early Redemption Notice) will give an Early Redemption Notice to the Noteholders of the determination of the Collateral Event (the date of such notice to the Noteholders being the “**Early Redemption Trigger Date**”), including a description in reasonable detail of the facts relevant to such determination, by forwarding with such Early Redemption Notice a copy of the notice delivered by the Calculation Agent with respect to the Collateral Event Determination Date or the information provided therein; and
- (ii) all but not some only of the Notes shall become due and payable on the related Early Redemption Date at their Early Cash Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon), irrespective of whether the relevant Collateral Event is continuing.

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Collateral Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer (or any person on its behalf) or the Calculation Agent gives a notice to the Trustee of the occurrence of a Collateral Event, the Trustee shall be entitled to rely conclusively on such notice without further investigation.

(d) **Redemption for Taxation Reasons:**

- (i) Subject to paragraph (ii) of this Master Condition 8(d) (*Redemption for Taxation Reasons*) and provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition in respect of the Notes (which, for the avoidance of doubt, may have occurred separately pursuant to one or more Master Conditions), the Issuer shall, as soon as is practicable after becoming aware of (whether by notice thereof from the Calculation Agent or otherwise) the occurrence of a Note Tax Event and/or an Original Collateral Tax Event (and, in any case, within two Reference Business Days of becoming aware), give an Early Redemption Notice to the

Noteholders (with a copy to the Issuing and Paying Agent and the Trustee) and all but not some only of the Notes shall become due and payable on the related Early Redemption Date at their Early Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). The date on which such Early Redemption Notice is deemed to have been given shall be an “**Early Redemption Trigger Date**”.

A “**Note Tax Event**” will occur if:

- (I) either the Issuer or the Calculation Agent determines that on the due date for any payment in respect of the Notes, the Issuer will be required by any applicable law to withhold, deduct or account for an amount for any present or future taxes, duties or charges of whatsoever nature other than a withholding or deduction in respect of FATCA or would be subject to tax in respect of any of its income so that it would be unable to make in full the payment in respect of the Notes in respect of such due date; or
- (II) on the due date for any payment in respect of the Notes, such a withholding, deduction or account is actually made in respect of any payment in respect of the Notes other than where such event constitutes an Original Collateral Tax Event.

An “**Original Collateral Tax Event**” will occur if the Issuer, in its or the Calculation Agent’s determination:

- (I) is or will be unable to receive any payment due in respect of any Original Collateral in full on the due date therefor without a deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatsoever nature imposed by any authority of any jurisdiction;
- (II) is or will be required to pay any tax, duty or charge of whatsoever nature imposed by any authority of any jurisdiction in respect of any payment received in respect of any Original Collateral; and/or
- (III) is or will be required to comply with any reporting requirement (other than in respect of FATCA) of any authority of any jurisdiction in respect of any payment received in respect of any Original Collateral,

provided that the Issuer, using reasonable efforts prior to the due date for the relevant payment, is (or would be) unable to avoid such deduction(s), payment(s) and/or reporting requirements described in sub-paragraphs (I) to (III) of this definition by filing a valid declaration that it is not a resident of such jurisdiction and/or by executing any certificate, form or other document in order to make a claim under a double taxation treaty or other exemption available to it. If the action that the Issuer would be required to undertake so as to avoid any such deduction(s), payment(s) and/or reporting requirements would involve any material expense or is, in the sole opinion of the Issuer, unduly onerous the Issuer shall not be required to take any such action. Without prejudice to the generality of the foregoing, a withholding imposed on payments in respect of any Original Collateral as a result of FATCA shall constitute an Original Collateral Tax Event. For the purposes of this definition, if on the date falling 60 days prior to the earliest date on which FATCA Withholding Tax could apply to payments under, or in respect of sales proceeds of, the relevant Original Collateral (such 60th day prior being the

“**FATCA Test Date**”), the Issuer is a “nonparticipating foreign financial institution” (as such term is used under section 1471 of the U.S. Internal Revenue Code or in any regulations or guidance thereunder), the Issuer will be deemed on the FATCA Test Date to be unable to receive a payment due in respect of such Original Collateral in full on the due date therefor without deduction for or on account of any withholding tax and, therefore, an Original Collateral Tax Event will have occurred on the FATCA Test Date.

- (ii) Notwithstanding the foregoing, if the requirement to withhold, deduct or account for any present or future taxes, duties or charges of whatsoever nature referred to in paragraph (i) above arises solely as a result of any Noteholder’s or Couponholder’s connection with the jurisdiction of incorporation of the Issuer otherwise than by reason only of the holding of any Note or receiving or being entitled to any payment in respect thereof then, to the extent possible, the Issuer shall deduct such taxes, duties or charges, as applicable, from the amount(s) payable to such Noteholder or Couponholder, and provided that payments to other Noteholders or Couponholders would not be impaired, then such deduction or withholding shall not constitute a “Note Tax Event” or “Original Collateral Tax Event” and the Issuer shall not give an Early Redemption Notice pursuant to Master Condition 8(d)(i) (*Redemption for Taxation Reasons*). Any such deduction shall not constitute an Event of Default under Master Condition 8(j) (*Redemption following the occurrence of an Event of Default*), a Liquidation Event under Master Condition 13 (*Liquidation*) or an Enforcement Event under Master Condition 14 (*Enforcement of Transaction Security*).

For the avoidance of doubt, none of the Issuer, the Trustee, or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Note Tax Event or Original Collateral Tax Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer gives a notice to the Trustee of the occurrence of a Note Tax Event or Original Collateral Tax Event, the Trustee shall be entitled to rely conclusively on such notice without further investigation.

- (e) **Redemption for a Value Trigger Event:** If “Value Trigger Event” is specified as applicable in the Issue Terms in respect of the relevant Series of Notes, provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition in respect of the Notes, if the Calculation Agent determines that a Value Trigger Event has occurred and gives notice of such determination to the Issuer (copied to the Issuing and Paying Agent, the Trustee and the Swap Counterparty) (the date of such determination being the “**Value Trigger Event Determination Date**”), then:

- (i) as soon as reasonably practicable and in any event within the Early Redemption Notification Period commencing on (and including) the Value Trigger Event Determination Date, the Issuer (or the Issuing and Paying Agent, having been supplied by the Issuer or the Calculation Agent with an Early Redemption Notice addressed to the Noteholders, on its behalf) will give an Early Redemption Notice to the Noteholders and attach to that a copy of the notice delivered by the Calculation Agent with respect to the Value Trigger Event Determination Date or include the information provided therein;
- (ii) the Value Trigger Event Determination Date shall be the “**Early Redemption Trigger Date**” (and the Early Redemption Trigger Date may therefore, for the

avoidance of doubt, be prior to the date on which an Early Redemption Notice is given to the Noteholders); and

- (iii) all but not some only of the Notes shall become due and payable on the related Early Redemption Date at their Early Cash Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon), irrespective of whether the Value Trigger Event is continuing on such date.

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Value Trigger Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer or the Calculation Agent gives a notice to the Trustee of the occurrence of a Value Trigger Event, the Trustee shall be entitled to rely conclusively on such notice without further investigation.

- (f) **Redemption for Termination of Swap Agreement:** The Issuer shall, as soon as is practicable after becoming aware (whether by notice thereof from the Calculation Agent or otherwise) of the occurrence of a Swap Termination Event (and, in any case, within two Reference Business Days of becoming aware), give an Early Redemption Notice to the Noteholders and all but not some only of the Notes, provided that no Early Redemption Trigger Date or Early Redemption Date has previously occurred pursuant to any other Condition, shall become due and payable on the related Early Redemption Date at their Early Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). The date on which such Early Redemption Notice is deemed to have been given shall be an **“Early Redemption Trigger Date”**.

If, prior to the Maturity Date:

- (i) pursuant to the terms of the Swap Agreement the Issuer becomes aware that it is able to designate an Early Termination Date in respect of all outstanding Swap Transactions under the Swap Agreement pursuant to the occurrence of a Swap Counterparty Event and such right is then continuing;
- (ii) no Early Termination Date has already been designated or occurred in respect of all outstanding Swap Transactions under the Swap Agreement; and
- (iii) no Early Redemption Trigger Date or Early Redemption Date has occurred under any other Condition in respect of all Notes outstanding (which, for the avoidance of doubt, may have occurred separately pursuant to one or more Master Conditions),

the Issuer shall, as soon as is practicable after becoming aware of the same, notify the Noteholders in accordance with Master Condition 22 (*Notices*) and the Trustee in writing of the same. Following delivery of such notice from the Issuer, the Trustee shall, if directed by an Extraordinary Resolution and provided that the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction and that no further Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition, give notice to the Issuer that the Issuer is to exercise its right to designate an Early Termination Date in respect of all outstanding Swap Transactions under the Swap Agreement.

Subject to the Issuer still having such right under the Swap Agreement, the Issuer shall, as soon as reasonably practicable, designate an Early Termination Date in respect of all outstanding Swap Transactions under the Swap Agreement and shall then notify the Noteholders in accordance with Master Condition 22 (*Notices*) and the Trustee in writing of the same. Such notice shall constitute an Early Redemption Notice for purposes of the first paragraph of this Master Condition 8(f).

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Swap Termination Event or Swap Counterparty Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer gives a notice to the Trustee and/or the Calculation Agent of the occurrence of a Swap Termination Event or Swap Counterparty Event, the Trustee and/or Calculation Agent, as the case may be, shall be entitled to rely conclusively on such notice without further investigation.

- (g) **Redemption following an Illegality Event:** The Issuer shall, as soon as is practicable after becoming aware (whether by notice thereof from the Calculation Agent or otherwise) of the occurrence of an Illegality Event (and, in any case, within two Reference Business Days of becoming aware), give an Early Redemption Notice to the Noteholders and all but not some only of the Notes shall, provided that no Early Redemption Trigger Date or Early Redemption Date has previously occurred pursuant to any other Condition, become due and payable on the related Early Redemption Date at their Early Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). The date on which such Early Redemption Notice is deemed to have been given shall be an **“Early Redemption Trigger Date”**.

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Illegality Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer gives notice to the Trustee and/or the Calculation Agent of the occurrence of an Illegality Event, the Trustee and/or Calculation Agent, as the case may be, shall be entitled to rely on such notice without further investigation.

- (h) **Redemption following a Regulatory Event**

If “Regulatory Event” is specified as applicable in the Issue Terms in respect of the relevant Series of Notes, provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition in respect of a Note, if the Calculation Agent determines that a Regulatory Event has occurred and gives notice of such determination to the Issuer (copied to the Issuing and Paying Agent, the Trustee and the Swap Counterparty) (the date of such determination being the **“Regulatory Event Determination Date”**), then:

- (i) as soon as reasonably practicable, and in any event within the Early Redemption Notification Period commencing on (and including) the Regulatory Event Determination Date, the Issuer (or the Issuing and Paying Agent, having been supplied by the Issuer or the Calculation Agent with an Early Redemption Notice addressed to the Noteholders, on its behalf) will give an Early Redemption Notice to the Noteholders and attach to that a copy of the

notice delivered by the Calculation Agent with respect to the Regulatory Event Determination Date or include the information provided therein;

- (ii) the Regulatory Event Determination Date shall be the “**Early Redemption Trigger Date**”; and
- (iii) all but not some only of the Notes shall become due and payable on the related Early Redemption Date at their Early Cash Redemption Amount, irrespective of whether the Regulatory Event is continuing on such date.

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Regulatory Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer or the Calculation Agent gives a notice to the Trustee of the occurrence of a Regulatory Event, the Trustee shall be entitled to rely conclusively on such notice without further investigation.

- (i) **Redemption following an Additional Redemption Event:** If “Additional Redemption Event” is specified as applicable in the Issue Terms in respect of the relevant Series of Notes, provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to any other Condition in respect of the Notes, the Issuer shall, as soon as is practicable after becoming aware (whether by notice thereof from the Calculation Agent or otherwise) of the occurrence of an Additional Redemption Event (and, in any case, within two Reference Business Days of becoming aware), give an Early Redemption Notice to the Noteholders and all but not some only of the Notes shall become due and payable on the related Early Redemption Date at their Early Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). The date on which such Early Redemption Notice is deemed to have been given shall be an “**Early Redemption Trigger Date**”.

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Additional Redemption Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer gives notice to the Trustee and/or the Calculation Agent of the occurrence of an Additional Redemption Event, the Trustee and/or Calculation Agent, as the case may be, shall be entitled to rely on such notice without further investigation.

- (j) **Redemption following the occurrence of an Event of Default:** If any of the following events (each an “**Event of Default**”) occurs, provided that no Early Redemption Trigger Date or Early Redemption Date has occurred pursuant to this or any other Condition in respect of the Notes (which, for the avoidance of doubt, may have occurred separately pursuant to one or more Master Conditions), the Trustee at its discretion may, and if directed by an Extraordinary Resolution shall (provided that the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction), give an Early Redemption Notice to the Issuer that all but not some only of the Notes shall become due and payable at their Early Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon) on the Early Redemption Date:

- (i) default is made for more than 14 days in the payment of any interest or Instalment Amount in respect of the Notes or any of them, other than any interest or Instalment Amount due and payable on the Maturity Date, and other than where any such default occurs as a result of a Collateral Event, a Note Tax Event, an Original Collateral Tax Event, a Swap Termination Event or a Swap Counterparty Event;
- (ii) the Issuer does not perform or comply with any one or more of its other obligations under the Notes or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee such default is capable of remedy, is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been given to the Issuer by the Trustee; or
- (iii) the Issuer: (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger on terms previously approved in writing by the Trustee or sanctioned by an Extraordinary Resolution); (2) admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (3) save to the extent contemplated in the Trust Deed, makes a general assignment, arrangement, scheme or composition with or for the benefit of the Noteholders, or such a general assignment, arrangement, scheme or composition becomes effective; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding up or liquidation (including, without limitation, any bankruptcy (*faillite*), insolvency, voluntary, forced or judicial liquidation (including, without limitation, any bankruptcy (*faillite*), insolvency, voluntary, forced or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), fraudulent conveyance (*actio pauliana*), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) of the Issuer or the Company (as appropriate), and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition either results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation, or is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, examiner, custodian or other similar official (including, without limitation, the appointment of an administrator (including, without limitation, any receiver (*curateur*), liquidator (*liquidateur*), auditor (*commissaire*), *juge délégué* or *juge commissaire*), provisional administrator (*administrateur provisoire*) or any application made or petition lodged or documents filed with the court or administrator in relation to the Issuer or the Company (as appropriate)) for it or for any assets on which the liabilities of the Issuer under the relevant Notes are secured pursuant to the Trust Deed; (7) other than the Trustee (except in circumstances where the Trustee is enforcing the Transaction Security pursuant to the Trust Deed) or the Custodian, has a secured party take possession of any assets on which the liabilities of the Issuer under the relevant Notes are secured pursuant to the Trust Deed or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against any assets on which the liabilities of the Issuer under the relevant Notes are secured pursuant to the Trust Deed and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within



30 days thereafter; or (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive).

For the purposes of the Conditions and the Transaction Documents, in relation to any Events of Default, the date on which the related Early Redemption Notice is deemed to be given shall be an “**Early Redemption Trigger Date**”.

The Issuer has undertaken in the Trust Deed that, within ten Business Days of the publication of the Issuer’s annual financial statements in each year and within 10 days of any request from the Trustee, it will send to the Trustee a certificate of the Issuer signed by a director of the Issuer to the effect that, having made all reasonable enquiries, to the best of the knowledge, information and belief of the Issuer there did not exist, as at a date not more than five days prior to the date of the certificate nor had there existed at any time prior thereto since the date of the Trust Deed or the date of the last such certificate (if any), any Event of Default, Potential Event of Default, Enforcement Event, Liquidation Event or any other breach of the Trust Deed in respect of the Notes or, if such an Event of Default, Potential Event of Default, Enforcement Event, Liquidation Event or any such other breach of the Trust Deed in respect of the Notes did then exist or had existed or had occurred, giving details of the same.

- (k) **Redemption for a Settlement Failure Event:** The Issuer shall, as soon as is practicable after becoming aware (whether by notice thereof from the Calculation Agent or otherwise) of the occurrence of a Settlement Failure Event (and, in any case within two Reference Business Days of becoming aware), give an Early Redemption Notice to the Noteholders and all but not some only of the Notes shall, provided that no Early Redemption Trigger Date or Early Redemption Date has previously occurred pursuant to any other Condition, become due and payable on the related Early Redemption Date at their Early Redemption Amount (which shall be the only amount payable and there will be no separate payment of any unpaid accrued interest thereon). The date on which such Early Redemption Notice is deemed to have been given shall be an “**Early Redemption Trigger Date**”.

For the avoidance of doubt, none of the Issuer, the Trustee or the Agents shall be required to monitor, enquire or satisfy itself as to whether any Settlement Failure Event has occurred and each of the Trustee and the Agents shall be entitled to assume that no such event has occurred unless and until such parties are notified in writing to the contrary. Neither the Trustee nor the Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer or any Secured Creditor. If the Issuer gives notice to the Trustee and/or the Calculation Agent of the occurrence of a Settlement Failure Event, the Trustee and/or Calculation Agent, as the case may be, shall be entitled to rely on such notice without further investigation.

(l) **Definition of Early Redemption Amount:**

- (i) If the Early Redemption Settlement Method is specified in the Issue Terms to be “Cash Settlement”, or if no Early Redemption Settlement Method is specified, the “**Early Redemption Amount**” shall be the Early Cash Redemption Amount.
- (ii) If the Early Redemption Settlement Method is specified in the Issue Terms to be “Noteholder Settlement Option”, a Sole Noteholder may elect whether to receive the Early Cash Redemption Amount or the Physical Redemption Amount (which shall be the “**Early Redemption Amount**”). In order to make such election, the Sole Noteholder must, by no later than the second Business

Day following the related Early Redemption Notice (or such other period as may be agreed by the Issuer and the Swap Counterparty) (the “**Settlement Option Cut-off Date**”) deposit the Notes together with a completed Exercise Notice at the Specified Office of the Paying Agent or Transfer Agent. If (i) no valid election is made as to Early Cash Redemption Amount or Physical Redemption Amount by the Sole Noteholder by the Settlement Option Cut-off Date, (ii) the Pre-Conditions to Delivery are not satisfied by the Sole Noteholder on or prior to the Settlement Cut-off Date, and/or (iii) the Collateral is not comprised of any Original Collateral on the Settlement Option Cut-off Date, all Noteholders will be deemed to have elected to receive the Early Cash Redemption Amount.

(m) **Suspension of payments**

If the Calculation Agent determines that facts exist which may, with the giving of notice or the lapse of time or both, constitute a Collateral Event (a “**Potential Collateral Event**”) it shall notify the Trustee and the Issuing and Paying Agent of the same and no payment of principal or interest shall be made by the Issuer in respect of the Notes during the period from and including the day of such determination (the “**Suspension Determination Date**”), to and including the day falling 15 Business Days after the Suspension Determination Date (the “**Suspension Period**”). If, at any time during the Suspension Period, the Calculation Agent determines that a Collateral Event has occurred, then the provisions of Master Condition 8(c) (*Redemption upon Collateral Event*) shall apply. If, on the final Business Day of the Suspension Period, no such determination has been made, then all amounts of principal and interest that would otherwise have been payable in respect of the Notes shall be payable by the Issuer on the second Business Day after the final day of the Suspension Period. Noteholders and Couponholders shall not be entitled to any further payment as a result of any postponement pursuant to this Master Condition 8(m).

Notwithstanding the foregoing, if the Calculation Agent determines that the circumstances giving rise to a Potential Collateral Event have been remedied or have ceased to exist prior to the end of the Suspension Period in circumstances where no related Collateral Event has occurred (the date of such determination, a “**Suspension Cancellation Event Date**”), then it shall notify the Trustee and the Issuing and Paying Agent of the same and all amounts of principal and interest that would otherwise have been payable in respect of the Notes shall be payable by the Issuer on the second Business Day following the Suspension Cancellation Event Date. In determining whether a payment failure has (or may have) occurred, the Calculation Agent may rely on evidence of non-receipt of funds.

The Trustee and the Issuing and Paying Agent shall be entitled to assume that no Collateral Event or Suspension Cancellation Event Date (as applicable) has occurred unless notified to the contrary.

(n) **Provisions relating to Physical Redemption Amounts:** If a valid election to receive the Physical Redemption Amount is made by a Sole Noteholder pursuant to Master Condition 8(l)(ii), then subject to the remainder of this Master Condition 8(n), the Issuer will procure the delivery on or as soon as practicable after the date on which the Early Redemption Amount is due, of the Physical Redemption Amount to the Sole Noteholder in respect of all Notes outstanding on the relevant Early Redemption Date or the Maturity Date, as the case may be, in accordance with the instructions contained in the related Delivery Instruction Certificate.

The Sole Noteholder will not be entitled to any Physical Redemption Amount unless it has satisfied the Conditions to Delivery in respect of the delivery of such Physical Redemption Amount on or prior to the Settlement Cut-off Date.

The Issuing and Paying Agent will issue the Sole Noteholder with a stamped, dated copy of such Delivery Instruction Certificate as receipt for any Note or Certificate deposited with it in connection with the satisfaction by the Sole Noteholder of the Conditions to Delivery. The records of the Issuing and Paying Agent will be conclusive evidence of any Sole Noteholder's entitlement to a Physical Redemption Amount, provided that the Issuing and Paying Agent shall not be responsible or liable for verifying whether or not the Conditions to Delivery have been satisfied.

References in the Conditions to satisfaction of obligations by payment of a Physical Redemption Amount shall, in all circumstances, be deemed to include satisfaction of those obligations by delivery of such Physical Redemption Amount.

- (o) **Purchases:** If the Issuer 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 the Swap Agreement (if any) and for the proposed purchase of the Notes, which transactions will leave the Issuer with no assets or net liabilities in respect thereof, the Issuer may purchase Notes (provided that in the case of Bearer Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (p) **Cancellation:** All Notes purchased by or on behalf of the Issuer shall be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to or to the order of the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to or to the order of the Registrar and, in each case, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and all unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

## 9. Calculations and determinations, rounding and Business Day Convention

- (a) **Determination and Publication of Rates of Interest, Interest Amounts, any Final Redemption Amount, any Early Redemption Amount and any Instalment Amounts:** The Calculation Agent shall, as soon as is practicable on each Interest Determination Date and on each date the Calculation Agent is required to calculate any rate or amount, obtain any quotation or make any determination or calculation under the Conditions or any Transaction Document, as the case may be, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period and Interest Payment Date, calculate the Final Redemption Amount, Early Redemption Amount, Instalment Amount or other amount, obtain such quotation and/or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, any Final Redemption Amount, Early Redemption Amount, Instalment Amount or other amount, to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Accrual Period or Interest Period, as the case may be, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount or (ii) in all other cases, the earlier of the date on which any relevant payment is due (if determined prior to such time) and the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period

Date is subject to adjustment pursuant to Master Condition 9(d) (*Business Day Convention*), the Interest Amount(s) and the Interest Payment Date(s) so published 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 in respect of any due date for redemption, payment of the full amount of principal due for redemption is not made, no publication of the rates determined in accordance with this Master Condition 9(a) to be used in the calculation of any Default Interest need be made unless the Trustee notifies the Calculation Agent to the contrary in writing. The determination of any rate or amount, the obtaining of each quotation 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 Noteholders, Couponholders, Transaction Parties and all other parties. If the Calculation Agent at any time does not make any determination or calculation or take any action that it is required to do pursuant to the Conditions, it shall forthwith notify the Issuer, the Trustee, the Issuing and Paying Agent and the Swap Counterparty.

- (b) **Determination or Calculation by Trustee:** If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Accrual Period or any Interest Amount, any Instalment Amount, the Final Redemption Amount, the Early Redemption Amount or any other amount, then the Trustee, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, may make such determinations and calculations in place of the Calculation Agent (or may appoint an agent on its behalf to do so at the expense of the Issuer). Any such determination or calculation so made by the Trustee (or its agent) shall, for the purposes of the Conditions and the Transaction Documents, be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the provisions of the Conditions and/or the relevant Transaction Document(s) 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.
- (c) **Rounding:** For the purposes of any calculations required pursuant to the Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up to 0.00001) and (y) all currency amounts that fall due and payable shall be rounded down, if necessary, to the nearest unit of such currency. For these purposes, “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency (e.g. one cent or one penny).
- (d) **Business Day Convention:** If any date referred to in the Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a 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 Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(e) **Reference Business Day Convention**

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

10. **Payments and talons**

(a) **Bearer Notes:** Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its related Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Master Condition 10(e)) (*Unmatured Coupons and Receipts and unexchanged Talons*) or Coupons (in the case of interest, save as specified in Master Condition 10(e)) (*Unmatured Coupons and Receipts and unexchanged Talons*), as the case may be, at the Specified Office of any Paying Agent outside the United States by transfer to an account denominated in such currency with a Bank nominated by such holder presenting such Bearer Note, Receipts and/or Coupons, as the case may be. “**Bank**” means a bank in the principal financial centre for such currency or in the case of euro in a city in which banks have access to the TARGET System.

(b) **Registered Notes:**

- (i) Payments of principal (which for the purposes of this Master Condition 10(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the Specified Office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest (which for the purposes of this Master Condition 10(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the 15<sup>th</sup> day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made in the relevant currency by transfer to an account nominated by such person shown in the Register in the relevant currency maintained by the payee with a Bank.

(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 Issuer shall have appointed Paying Agents with Specified Offices outside the United States with the reasonable expectation that such Paying Agents

would be able to make payment of the amounts on the Notes in the manner provided 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, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) **Payments subject to Fiscal Laws:**

All payments will be subject in all cases to (i) any applicable fiscal or other laws, regulations and directives but without prejudice to the provisions of Master Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code of 1986 or otherwise imposed pursuant to Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto (in each case without prejudice to the provisions of Master Condition 12 (*Taxation*)). No commission or expenses shall be charged to the Noteholders or the Couponholders in respect of such payments.

(e) **Unmatured Coupons and Receipts and unexchanged Talons:**

- (i) Upon the due date for redemption of any Bearer Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (ii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iii) Upon the due date for redemption of any Bearer Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iv) Where any Bearer Note that provides that the relative unexpired Receipts and/or Coupons are to become void upon the due date for redemption of these Notes is presented for redemption without all unexpired Receipts, unexpired Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provisions of such indemnity as the Issuer may require.
- (v) 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 Bearer Note or Certificate representing it, as the case may be.
- (vi) Default Interest on any Note shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be.

- (f) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Note, the Talon forming part of such Coupon sheet may be surrendered at the Specified Office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further

Coupon sheet) (but excluding any Coupons that may have become void pursuant to Master Condition 18 (*Prescription*)).

- (g) **Non-Business Days:** If any date for payment, other than an Interest Payment Date, in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. If an Interest Payment Date is not a business day, the holder shall not be entitled to payment nor to any interest or other sum in respect of such postponed payment until the next following business day, except that if the Interest Payment Date would thereby fall into the next calendar month, it shall be brought forward to the immediately preceding business day. In this paragraph, “**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, in such jurisdictions as shall be specified as “Financial Centres” in the applicable Issue Terms and:
- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
  - (ii) (in the case of a payment in euro) which is a TARGET Business Day.

## 11. Agents

- (a) **Appointment of Agents:** The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian, the Disposal Agent and the Calculation Agent initially appointed by the Issuer and their respective Specified Offices are listed in the applicable Issue Terms. Subject to the provisions of the Agency Agreement, the Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian, the Disposal Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time with the approval of the Trustee (except that the approval of the Trustee shall not be required for the appointment of a replacement Disposal Agent or Calculation Agent where Noteholders direct the Issuer to appoint such replacement pursuant to this Condition) to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent, the Custodian, the Disposal Agent or the Calculation Agent and to appoint additional or other Paying Agents, Transfer Agents, Custodian(s), Disposal Agent(s), Calculation Agent(s) or such other agents as may be required provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) a Disposal Agent, (v) a Calculation Agent, (vi) a Custodian, (vii) a Paying Agent having its Specified Office in a major European city, and (viii) such other agents as may be required by any other stock exchange on which the Notes may be listed, in each case as approved by the Trustee (subject as provided above).

In addition, the Issuer 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 Master Condition 10(c) (*Payments in the United States*).

Notice of any such change or any change of any Specified Office shall promptly be given by the Issuer to the Noteholders in accordance with Master Condition 22 (*Notices*).

- (b) **Calculation Agent Appointment, Termination and Replacement:** If the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount or Early Redemption Amount or to make any other calculation or determination required of it under the Conditions or the Agency Agreement or any other Transaction Document, as the case may be, or fails to comply with any other material requirement under the Conditions, the Agency Agreement or any other Transaction Document, and in each case such failure has not been remedied within a reasonable period, or a Calculation Agent Bankruptcy Event occurs, then:
- (i) the Issuer shall use reasonable endeavours (provided it has funds available for such purpose) with the prior approval of the Trustee and, provided no Swap Counterparty Event has occurred, of the Swap Counterparty to appoint a leading bank or financial institution engaged in the interbank market or other appropriate market that is most closely connected with the calculation(s) and/or determination(s) to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place, provided that the terms of such appointment are substantially the same as the terms on which the outgoing Calculation Agent is appointed; or
  - (ii) if a Swap Counterparty Event has occurred, and if the Issuer has been directed by an Extraordinary Resolution that the Issuer appoint a replacement Calculation Agent, provided that such replacement is a financial institution of international repute and the terms of such appointment are substantially the same as the terms on which the outgoing Calculation Agent is appointed and to the extent of any difference to such terms, that such terms do not adversely affect the terms on which the Trustee or any other Agent is appointed, without the prior consent of such adversely affected party and the Issuer has been indemnified and/or secured and/or pre-funded to its satisfaction for any initial or ongoing costs, charges, fees and/or expenses the Issuer may incur in connection with the appointment of a replacement Calculation Agent (whether by one or more Noteholders, a Secured Creditor or any other third party), the Issuer shall use reasonable endeavours (provided it has funds available for such purpose) to appoint the person nominated in such Extraordinary Resolution as calculation agent in respect of the Notes.
- (c) **Disposal Agent Appointment, Termination and Replacement:** If the Disposal Agent fails duly to establish any rate, amount or value required to be determined by it under the Conditions or any Transaction Document or to take the steps required of it under the Conditions or the Agency Agreement or any other Transaction Document to Liquidate the Collateral, as the case may be, or fails to comply with any other material requirement pursuant to the Conditions, the Agency Agreement or any other Transaction Document, or a Disposal Agent Bankruptcy Event occurs, then:
- (i) the Issuer shall use reasonable endeavours (provided it has funds available for such purpose) with the prior written approval of the Trustee and, provided no Swap Counterparty Event has occurred, of the Swap Counterparty to appoint a leading bank or financial institution engaged in the interbank market or other appropriate market to act as such in its place, provided that the terms of such appointment are substantially the same as the terms on which the outgoing Disposal Agent is appointed; or
  - (ii) if a Swap Counterparty Event has occurred, and if the Issuer has been directed by an Extraordinary Resolution resolving that the Issuer appoint a replacement Disposal Agent, provided that such replacement is a financial institution of international repute and the terms of such appointment are



substantially the same as the terms on which the outgoing Disposal Agent is appointed and to the extent of any difference to such terms, that such terms do not adversely affect the terms on which the Trustee or any other Agent is appointed, without the prior consent of such adversely affected party and the Issuer has been indemnified and/or secured and/or pre-funded to its satisfaction for any initial or ongoing costs, charges, fees and/or expenses the Issuer may incur in connection with the appointment of a replacement Disposal Agent (whether by one or more Noteholders, a Secured Creditor or any other third party), the Issuer shall use its reasonable endeavours (provided it has funds available for such purpose) to appoint the person nominated in such Extraordinary Resolution as Disposal Agent in respect of the Notes,

provided that if the Issuer is a Specified Luxembourg Issuer and the appointment of the Disposal Agent is terminated as a result of a Bankruptcy Event in respect of the Company, the Disposal Agent will no longer be required to liquidate the Mortgaged Property. The Mortgaged Property will be realised in the manner determined by the competent bankruptcy officer in the context of the bankruptcy proceedings.

## 12. Taxation

- (a) **Withholding or deductions on payments in respect of the Notes:** Without prejudice to Master Condition 8(d) (*Redemption for Taxation Reasons*), all payments in respect of the Notes will be made subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature that the Issuer or any Agent is required by applicable law to make. In that event, the Issuer or such Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount(s) so required to be withheld or deducted. Neither the Issuer nor any Agent will be liable for, or otherwise obliged to make any additional payments to Noteholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted pursuant to Master Condition 10(d) above. For the purposes of this Master Condition 12(a), any FATCA Withholding Tax shall be deemed to be required by applicable law.
- (b) **FATCA and other information exchange obligations:** Each Noteholder and beneficial owner of Notes shall provide the Issuer and/or any agent acting on behalf of the Issuer with such documentation, information or waiver as may be requested by the Issuer and/or any agent acting on behalf of the Issuer in order for the Issuer or any such agent to comply with any obligations any such party may have in connection with the Notes under (i) FATCA and under any agreement entered into by the Issuer and/or any agent acting on behalf of the Issuer pursuant to, or in respect of, FATCA; and (ii) any other law, regulation or exchange of information regime. Each Noteholder and beneficial owner of the Notes further agrees and consents that in respect of FATCA the Issuer may, but is not obliged and owes no duty to any person to, comply with the terms of any intergovernmental agreement between the United States of America and another jurisdiction with respect to FATCA or any legislation implementing such an intergovernmental agreement or 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 Issuer. In connection therewith, the Issuer may make such amendments to the Notes and the Swap Agreement (if any) as are necessary to enable the Issuer to enter into, or comply with the terms of, any such agreement or legislation. Any such amendment will be binding on the Noteholders and Couponholders.

### 13. Liquidation

- (a) **Liquidation Event:** Upon the Issuer becoming aware (whether by notice thereof from the Calculation Agent or otherwise) of the occurrence of a Liquidation Event, it shall provide a Liquidation Commencement Notice in respect thereof to the Disposal Agent, the Custodian and the Trustee as soon as is reasonably practicable, provided that if at such time there is no Disposal Agent, then if a replacement Disposal Agent is appointed pursuant to Master Condition 11 (*Agents*), such Liquidation Commencement Notice shall be provided to such replacement Disposal Agent (if any) upon its appointment as Disposal Agent.

The Disposal Agent shall not be required to monitor, enquire or satisfy itself as to whether a Liquidation Event has occurred in respect of a Series. Prior to receipt by it of a Liquidation Commencement Notice in respect of a Series, the Disposal Agent may assume that no such event has occurred.

The Trustee shall not be required to monitor, enquire or satisfy itself as to whether any Liquidation Event has occurred or to calculate any Early Redemption Amount and shall have no obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer, the Disposal Agent or any other Secured Creditor. Prior to receipt by it of a Liquidation Commencement Notice in respect of a Series, the Trustee may assume that no such event has occurred. The Trustee shall be entitled to rely on any notice given by the Issuer, the Disposal Agent or any other person in respect thereof without further enquiry or investigation. The Disposal Agent shall not be regarded as acting as the agent of the Trustee in any circumstances and the Trustee shall not incur any liability to any person in respect of any acts or omissions or the exercise of any discretion by the Disposal Agent. The Trustee shall have no responsibility or liability for the performance or any failure or delay in the performance by the Disposal Agent under the Agency Agreement or the Conditions in relation to any Series or for the payment of any commissions or expenses charged by it or for any failure by the Disposal Agent to account for the proceeds of any Liquidation of Collateral in accordance with the Agency Agreement and the Conditions.

The Disposal Agent shall be entitled to rely on a Liquidation Commencement Notice without investigation of whether the relevant Liquidation Event has occurred.

Any Liquidation Commencement Notice delivered by the Issuer shall not be valid and the Disposal Agent shall not take any action in relation thereto if the Disposal Agent has already received (i) a Liquidation Commencement Notice in respect of the same or a prior Liquidation Event or (ii) an Enforcement Notice from the Trustee.

- (b) **Liquidation Process:**

If:

- (i) the Early Redemption Settlement Method specified in the applicable Issue Terms is “Cash Settlement”, or
- (ii) the Early Redemption Settlement Method specified in the applicable Issue Terms is “Noteholder Settlement Option” and either no valid election to receive the Physical Redemption Amount has been made by a Sole Noteholder pursuant to Master Condition 8(l)(ii) or Noteholders have been deemed to have elected to receive the Early Cash Redemption Amount pursuant to Master Condition 8(l)(ii) then,

following receipt by it of a Liquidation Commencement Notice the Disposal Agent shall, and if it otherwise determines (in its sole and absolute discretion) that a

Liquidation Event has occurred (and has so notified the Trustee and the Issuer in writing), may, on behalf of the Issuer, so far as is practicable and to the extent that the relevant Collateral is outstanding effect a Liquidation of the Collateral commencing on the Liquidation Commencement Date with a view to Liquidating all the Collateral on or prior to the Early Valuation Date or the third Reference Business Day prior to the Relevant Payment Date, as applicable, and provided that the Disposal Agent and the Issuer shall have no liability if the Liquidation of all Collateral has not been effected by such date. If the Collateral has not been Liquidated in full by such date, the Disposal Agent shall continue in its attempts to effect a Liquidation of the Collateral until such time (if any) as it is instructed by the Issuer to the contrary or until it receives an Enforcement Notice from the Trustee.

- (c) **General Liquidation Procedures:** The Disposal Agent may take such steps as it considers appropriate in order to effect any such Liquidations, including but not limited to selecting the method of Liquidating any Collateral. The Disposal Agent must effect any Liquidation as soon as reasonably practicable within the available timeframe and in a commercially reasonable manner, even where a larger amount could possibly be received in respect of such Collateral if any such Liquidation were to be delayed. Subject to such requirement, the Disposal Agent shall be entitled to effect any Liquidation by way of one or multiple transactions on a single or multiple day(s). In accordance with the terms of the Trust Deed and Master Condition 5(c) (*Disposal Agent's right following Liquidation Event*), following the occurrence of a Liquidation Event and delivery of a valid Liquidation Commencement Notice, the Transaction Security shall be released without further action on the part of the Trustee to the extent necessary for the Disposal Agent to effect the Liquidation of the Collateral. Nothing in this Master Condition 13(b) or Master Condition 5(c) (*Disposal Agent's right following Liquidation Event*) will operate to release the charges and other security interests over the proceeds of the Liquidation of the Collateral. The Disposal Agent shall not be liable to the Issuer, the Trustee, the Swap Counterparty, the Noteholders, the Couponholders, holders of Receipts or any other person merely because a larger amount could have been received had any such Liquidation been delayed or had the Disposal Agent selected a different method of Liquidating any such Collateral.

In determining whether or not to take any action as a result of its determination that a Liquidation Event has occurred, the Disposal Agent (i) shall have complete discretion, (ii) shall have no duty or obligation to the Issuer, any Noteholder or any other person to take any such action or make any such determination and (iii) shall not be liable for any such determination or decision or the timing thereof.

- (d) **Proceeds of Liquidation:** The Disposal Agent shall not be liable:
- (i) to account for anything except actual proceeds of the Collateral received by it (after deduction of the amounts (if any) described in Master Condition 13(e) (*Costs and Expenses*)) and which shall, upon receipt, automatically become subject to the Transaction Security created by the Trust Deed; or
  - (ii) for any taxes, costs, charges, losses, damages, liabilities, fees, commissions or expenses arising from or connected with any Liquidation or from any act or omission in relation to the Collateral or otherwise unless such taxes, costs, charges, losses, damages, liabilities or expenses shall be caused by its own negligence, fraud or wilful default.

In addition, the Disposal Agent shall not be obliged to pay to the Issuer, any Transaction Party, any Noteholder or any Couponholder, interest on any proceeds from any Liquidation held by it at any time.

- (e) **Costs and Expenses:** The Issuer acknowledges that in effecting the Liquidation, Liquidation Expenses may be incurred. The Issuer agrees that any such Liquidation Expenses shall be borne by the Issuer and that the Disposal Agent shall only be required to remit the proceeds of such Liquidation net of such Liquidation Expenses. Where the Disposal Agent makes such net remittance to the Issuer but has itself received the relevant payment on a gross basis, the Disposal Agent agrees to apply the relevant amount retained by it in payment of such Liquidation Expense.
- (f) **Good Faith of Disposal Agent:** In effecting any Liquidation, the Disposal Agent shall act in good faith and, subject as provided above, in respect of any sale, early repayment, early redemption or agreed termination in respect of the Collateral, shall agree a price that it reasonably believes to be representative of or better than the price available in the market for the sale of such Collateral in the appropriate size taking into account the total amount of Collateral to be sold, repaid, redeemed or terminated.
- (g) **Disposal Agent to use all Reasonable Care:** The Disposal Agent shall use all reasonable care in the performance of its duties but shall not be responsible for any loss or damage suffered by any party as a result thereof save that the Disposal Agent's liability to the Issuer shall not be so limited where the loss or damage results from the wilful misconduct, gross negligence or fraud of the Disposal Agent.
- (h) **No Relationship of Agency or Trust:** The Disposal Agent shall not have any obligations towards or relationship of agency or trust with any Noteholder, Couponholder or other Transaction Party.
- (i) **Consultations on Legal Matters:** The Disposal Agent may consult on any legal matter any reputable legal adviser of international standing selected by it, who may be an employee of the Disposal Agent or adviser to the Issuer, and it shall not be liable in respect of anything done or omitted to be done relating to that matter in good faith in accordance with that adviser's opinion.
- (j) **Reliance on Documents:** The Disposal Agent shall not be liable in respect of anything done or suffered by it in reliance on a document it reasonably believed to be genuine and to have been signed by the proper parties or on information to which it should properly have regard and which it reasonably believed to be genuine and to have been originated by the proper parties.
- (k) **Entry into Contracts and other Transactions:** The Disposal Agent may enter into any contracts or any other transactions or arrangements with any of the Issuer, any other Transaction Party, any Noteholder, any Couponholder or any Collateral Obligor or any Affiliate of any of them (whether in relation to the Notes, the Collateral, the Transaction Security or any other transaction or obligation whatsoever) and may hold or deal in or be a party to the assets, obligations or agreements of which the relevant Collateral forms a part and other assets, obligations or agreements of any Collateral Obligor in respect of the Collateral. The Disposal Agent shall not be required to disclose any such contract, transaction or arrangement to any Noteholder, any Couponholder or other Transaction Party and shall be in no way accountable to the Issuer or (save as otherwise provided in the Agency Agreement and the Conditions) to any Noteholder, any Couponholder or any other Transaction Party for any profits or benefits arising from any such contract(s), transaction(s) or arrangement(s) and shall resolve any conflict of interest arising out of or in relation thereto in such manner as it deems appropriate, in its sole and absolute discretion.
- (l) **Illegality:** The Disposal Agent shall not be liable to effect a Liquidation of any of the Collateral if it determines, in its sole and absolute discretion, that any such Liquidation of some or all of the Collateral in accordance with Master Condition 13 (*Liquidation*)

would or might require or result in a violation of any applicable law or regulation of the jurisdiction in which the Issuer is domiciled or any other relevant jurisdiction, including any insolvency prohibition or moratorium on the disposal of assets, or that for any other reason it is not possible for it to dispose of the Collateral (even at zero), and the Disposal Agent notifies the Issuer and the Trustee of the same.

- (m) **Sales to Affiliates:** In effecting any Liquidation, the Disposal Agent may sell any Collateral to Affiliates of itself or Affiliates of the Swap Counterparty provided that the Disposal Agent sells at a price that it reasonably believes to be a fair market price.
- (n) **Notification of Enforcement Event:** Upon the Trustee giving an Enforcement Notice to the Disposal Agent following the occurrence of an Enforcement Event, the Disposal Agent shall cease to effect any further Liquidation of any Collateral and shall take no further action to Liquidate any Collateral, save that any transaction entered into in connection with the Liquidation on or prior to the effective date of any such Enforcement Notice shall be settled and the Disposal Agent shall take any steps and actions necessary to settle such transaction and/or which is incidental thereto.
- (o) **Transfer of Collateral to Custodian:** In effecting any Liquidation, the Disposal Agent may sell any Collateral to itself (subject to Master Condition 13(n) (*Notification of Enforcement Event*)) or to any of its Affiliates, provided that the price for such Collateral is paid to the Custodian or to the order of the Issuer. The Disposal Agent shall not have the right to transfer the Collateral to itself or to any of its Affiliates other than in connection with a sale thereof to itself or one of its Affiliates, as applicable, and provided that such sale is executed on a delivery versus payment basis.

Notwithstanding the immediately preceding paragraph, if the Disposal Agent has reasonable grounds to believe that a Bankruptcy Event has occurred with respect to the Custodian and it has not received contrary orders from the Issuer it shall make arrangements for any such price for the Collateral to instead be paid to the Issuing and Paying Agent, provided that, if it also has reasonable grounds to believe that a Bankruptcy Event has also occurred with respect to the Issuing and Paying Agent, it shall retain and hold such proceeds of Liquidation to the order of the Issuer and subject to the Transaction Security created by the Trust Deed.

#### 14. **Enforcement of Transaction Security**

- (a) **Trustee to Enforce Transaction Security:** At any time after occurrence of an Enforcement Event, the Trustee may, and if requested by holders of at least one-fifth in nominal amount of the Notes then outstanding, directed by an Extraordinary Resolution, or directed in writing by the Swap Counterparty, shall (provided in each case that the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction and provided that the Trustee has delivered an Enforcement Notice to the Issuer (with a copy to the Custodian, any Disposal Agent appointed at such time and the Swap Counterparty)) enforce all of the Transaction Security constituted by the Trust Deed and/or any other Security Documents (if applicable).
- (b) **Enforcement Notice:** Prior to taking any steps to enforce the Transaction Security, the Trustee shall notify the Issuer (with a copy to the Custodian, any Disposal Agent appointed at such time and the Swap Counterparty) (such notice being an “**Enforcement Notice**”) that (i) the Trustee intends to enforce the Transaction Security constituted by the Trust Deed and/or any other Security Documents (if applicable) and (ii) the Disposal Agent is to cease to effect any further Liquidation of the Collateral (if such Liquidation is taking place) save that any transaction entered into in connection with the Liquidation on or prior to the effective date of such Enforcement Notice shall be settled and the Disposal Agent shall take any steps and actions necessary to settle such transaction and/or that are incidental thereto.

- (c) **Enforcement of Transaction Security:** In order to enforce the Transaction Security the Trustee may:
- (i) sell, call in, collect and convert the Mortgaged Property into money in such manner and on such terms as it shall think fit, and the Trustee may, at its discretion, take possession of all or part of the Mortgaged Property over which the Transaction Security shall have become enforceable;
  - (ii) take such action, step or proceeding against any Collateral Obligor as it deems appropriate but without any liability to the Noteholders or Couponholders or any other Secured Creditor as to the consequence of such action and without having regard to the effect of such action, step or proceeding on individual Noteholders or Couponholders or any other Secured Creditor; and
  - (iii) take any such other action or step or enter into any such other proceedings as it deems appropriate (including, without limitation, taking possession of all or any of the Mortgaged Property and/or appointing a receiver) as are permitted under the terms of the Trust Deed and/or any other Security Documents.

The Trustee shall not be required to take any action, step or proceeding in relation to the enforcement of the Transaction Security without first being indemnified and/or secured and/or pre-funded to its satisfaction.

15. **Application of Liquidation Proceeds**

- (a) **Application of Proceeds of Liquidation:** The Issuer shall, on each Issuer Application Date, apply the Liquidation Proceeds as they stand on each such date as follows:
- (i) first, in payment of an amount equal to the Swap Counterparty Excess Credit Support Balance (if any) to the Swap Counterparty;
  - (ii) secondly, in payment or satisfaction of any fees, costs, charges, expenses, liabilities of, or other amounts owing to the Trustee under the Trust Deed and the other Transaction Documents (including any taxes required to be paid, legal fees and the Trustee's remuneration);
  - (iii) thirdly, *pari passu*, in payment of (I) any amounts owing to the Custodian for reimbursement in respect of payments properly made by it in accordance with the terms of the Agency Agreement relating to sums receivable on or in respect of the relevant Mortgaged Property, (II) any amounts owing to the Issuing and Paying Agent for reimbursement in respect of payments properly made by it in accordance with the terms of the Agency Agreement to any person in discharge of a Secured Payment Obligation and (III) any fees, costs, charges, expenses, liabilities or other amounts then due or owing to the Agents under the Agency Agreement;
  - (iv) fourthly, in payment or satisfaction of any Disposal Agent Fees;
  - (v) fifthly, in payment of any amounts owing to the Swap Counterparty under the Swap Agreement, subject to a maximum of the Swap Counterparty Residual Claim Amount;
  - (vi) sixthly, *pari passu* in payment of (I) any Early Redemption Amount then due and payable, (II) any Final Redemption Amount then due and payable and/or (III) any interest or Instalment Amount that became due and payable on or

prior to the Maturity Date and that remains due and payable, as applicable, and, in each case, any interest accrued thereon (which, for the avoidance of doubt, shall include Default Interest) to the holders of Notes; and

- (vii) seventhly, in payment of the Residual Amount to the Issuer,

provided that (a) no sums shall be applied in accordance with this Master Condition 15(a) at any time prior to an Early Termination Date occurring under the Swap Agreement or whilst any determination or calculation of an amount payable under the Swap Agreement is pending. If the application of any sum is subject to delay as a result of this proviso, then the corresponding Issuer Application Date on which such application as to have been made shall be deemed to occur on the day upon which the conditions in this proviso are satisfied or, if such day is not a Business Day, on the next following Business Day, and (b) no application shall be made under this this Master Condition 15(a) at any time following an Enforcement Notice having been delivered by the Trustee following the occurrence of an Enforcement Event.

Any Secured Creditor that has a claim in respect of more than one Secured Payment Obligation may rank differently in respect of each Secured Payment Obligation.

If, following the Initial Issuer Application Date, the Issuer receives any sum from the Mortgaged Property, the Issuer shall send a notice to the Trustee, the Issuing and Paying Agent, the Disposal Agent (where there is one) and the Swap Counterparty of the same as soon as is reasonably practicable upon receiving any such sum.

- (b) **Application of Liquidation Proceeds of Enforcement of Transaction Security:** Subject to and in accordance with the terms of the Security Documents, with effect from the date on which any Enforcement Notice is delivered by the Trustee following the occurrence of an Enforcement Event, the Trustee will hold the Liquidation Proceeds received by it under the Trust Deed on trust to apply them as they stand on each Trustee Application Date as follows:
- (i) first, in payment of an amount equal to the Swap Counterparty Excess Credit Support Balance (if any) to the Swap Counterparty;
  - (ii) secondly, in payment or satisfaction of any fees, costs, charges, expenses, liabilities or other amounts owing to, the Trustee or any receiver in preparing and executing the trusts and carrying out its functions under the Trust Deed and the Transaction Documents (including any taxes required to be paid, legal fees, the cost of realising any Transaction Security and the Trustee's remuneration);
  - (iii) thirdly, *pari passu*, in payment of (I) any amounts owing to the Custodian for reimbursement in respect of payments properly made by it in accordance with the terms of the Agency Agreement relating to sums receivable on or in respect of the relevant Collateral, (II) any amounts owing to the Issuing and Paying Agent for reimbursement in respect of payments properly made by it in accordance with the terms of the Agency Agreement to any person in discharge of a Secured Payment Obligation and (III) any fees, costs, charges, expenses, liabilities or other amounts then due or owing to the Agents under the Agency Agreement;
  - (iv) fourthly, in payment or satisfaction of any Disposal Agent Fees;
  - (v) fifthly, in payment of any amounts owing to the Swap Counterparty under the Swap Agreement, subject to a maximum of the Swap Counterparty Residual Claim Amount;

- (vi) sixthly, *pari passu* in payment of (I) any Early Redemption Amount then due and payable, (II) any Final Redemption Amount then due and payable and/or (III) any interest or Instalment Amount that became due and payable on or prior to the Maturity Date and that remains due and payable, as applicable, and, in each case, any interest accrued thereon (which, for the avoidance of doubt, shall include Default Interest) to the holders of Notes; and
- (vii) seventhly, in payment of the Residual Amount to the Issuer,

provided that (a) no sums shall be applied in accordance with this Master Condition 15(b) at any time prior to an Early Termination Date occurring under the Swap Agreement or whilst any determination or calculation of an amount payable under the Swap Agreement is pending. If the application of any sum is subject to delay as a result of this proviso, then the corresponding Trustee Application Date on which such application as to have been made shall be deemed to occur on the day upon which the conditions in this proviso are satisfied or, if such day is not a Business Day, on the next following Business Day.

Any Secured Creditor that has a claim in respect of more than one Secured Payment Obligation may rank differently in respect of each Secured Payment Obligation.

If the amount of moneys available to the Trustee for payment in respect of the Notes under this Master Condition 15(b) at any time following delivery by the Trustee of an Enforcement Notice in accordance with the Conditions, other than where the Mortgaged Property has been exhausted, amount to less than 10 per cent. of the nominal amount of the Notes then outstanding, the Trustee may (but shall not be obliged to) make any payments under this Master Condition 15(b). Moneys held by the Trustee shall be placed on deposit as provided in Master Condition 15(c) (*Deposits*) and the Trustee may retain such amounts and accumulate the resulting income until the amounts and the accumulations, together with any other funds for the time being under the Trustee's control and available for such payment, amount to at least 10 per cent. of the nominal amount of the Notes then outstanding and then such amounts and accumulations (after deduction of, or provision for, any applicable taxes and negative interest) shall be applied as specified in this Master Condition 15(b).

- (c) **Deposits:** Moneys held by the Trustee shall be deposited in its name in a non-interest bearing account at such bank or other financial institution as the Trustee may in its absolute discretion, think fit. The parties acknowledge and agree that notwithstanding that such account is intended to be a non-interest bearing account in the event that the interest rate in respect of certain currencies is a negative value, the application thereof would result in amounts being debited from funds held by such bank or financial institution ("**negative interest**") and the Trustee shall not be liable to make up any shortfall or liable for any loss.
- (d) **Insufficient Proceeds:** If, following a Liquidation Event or an Enforcement Event, the available cash sums pursuant to Master Condition 15(a) (*Application of Liquidation Proceeds of Liquidation*) or 15(b) (*Application of Liquidation Proceeds of Enforcement of Transaction Security*) or assets available for delivery, as the case may be, are insufficient for the holders of Notes to receive payment in full of (A) any Early Redemption Amount that has become due and payable or deliverable, (B) any Final Redemption Amount that has become due and payable or deliverable and/or (C) any interest or Instalment Amount that has become due and payable on the Maturity Date, as applicable, and, in each case, any interest accrued thereon, the holders of Notes will receive an amount which is less than any such amount, and the provisions of Master Condition 17 (*Limited Recourse and Non-Petition*) will apply.



- (e) **Foreign Exchange Conversion:** To the extent that any proceeds payable to any person pursuant to this Master Condition 15 are not in the Specified Currency, then such proceeds shall be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Disposal Agent (prior to the Trustee enforcing the Transaction Security pursuant to the Security Documents and as described in Master Condition 14 (*Enforcement of Transaction Security*)) or the Trustee (following the Trustee enforcing the Transaction Security pursuant to the Security Documents and as described in Master Condition 14 (*Enforcement of Transaction Security*)), but having regard to current rates of exchange, if available. Any rate, method and date so specified shall be binding on the Issuer, the Noteholders, the Couponholders, the Swap Counterparty and the Custodian.

If, on or after the day falling five Reference Business Days after the Maturity Date of the Notes (such fifth Reference Business Day, the “**Maturity Cut-off Date**”):

- (i) there are amounts that have become payable under the Swap Agreement by the Swap Counterparty and which remain unpaid as at the Maturity Cut-off Date or there are obligations that were required to be settled by delivery from the Swap Counterparty to the Issuer on or prior to the Maturity Date and which have not been so settled as at the Maturity Cut-off Date;
- (ii) no Early Termination Date has already been designated or occurred under the Swap Agreement; and
- (iii) no Early Redemption Trigger Date or Early Redemption Date has occurred under any other Condition,

then the Issuer shall, as soon as is practicable after becoming aware of the same, notify the Noteholders in accordance with Master Condition 22 (*Notices*) and the Trustee in writing of the same. Following delivery of such notice from the Issuer, the Issuer shall, if directed by an Extraordinary Resolution, exercise its right to designate an Early Termination Date in respect of all outstanding Swap Transactions under the Swap Agreement.

## 16. **Enforcement of rights or Transaction Security**

- (a) **Notes:** Subject always to the terms of the Trust Deed, only the Trustee may pursue the remedies against the Issuer for any breach by the Issuer of the terms of the Trust Deed, the Notes or the Coupons and no Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails to do so within a reasonable period and such failure is continuing. In respect of any failure by the Issuer to make payment of the Final Redemption Amount and/or any interest or Instalment Amount that became due and payable on the Maturity Date, no Noteholder, Couponholder or other Secured Creditor may direct the Trustee to pursue any remedies against the Issuer for any breach by the Issuer of the terms of the Trust Deed, the Notes or the Coupons until after the Relevant Payment Date and the Trustee shall have no liability to any person for any loss which may arise from such delay.
- (b) **Transaction Security:** Only the Trustee may enforce the security over the Mortgaged Property in accordance with, and subject to the terms of, the Trust Deed.
- (c) **Indemnity, Security and/or Pre-funding:** The Trustee shall in no circumstances be obliged to take any action, step or proceeding whether pursuant to the Trust Deed,

any other Security Document or otherwise without first being indemnified and/or secured and/or pre-funded to its satisfaction.

17. **Limited recourse and non-petition**

- (a) **General Limited Recourse:** The obligations of the Issuer to pay any amounts due and payable in respect of a Series of Notes and to the other Transaction Parties at any time in respect of a Series shall be limited to the proceeds available out of the Mortgaged Property in respect of such Series at such time to make such payments in accordance with Master Condition 15 (*Application of Liquidation Proceeds*). Notwithstanding anything to the contrary contained herein, or in any Transaction Document, in respect of a Series, the Transaction Parties, the Noteholders and the Couponholders shall have recourse only to the Mortgaged Property in respect of the Series, subject always to the Transaction Security, and not to any other assets of the Issuer. If, after (i) the Mortgaged Property in respect of the Series is exhausted (whether following Liquidation or enforcement of the security over the Mortgaged Property or otherwise) and (ii) application of the Liquidation Proceeds as provided in Master Condition 15 (*Application of Liquidation Proceeds*), any outstanding claim, debt or liability against the Issuer in relation to the Notes of the Series or the Transaction Documents relating to the Notes of the Series remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following extinguishment in accordance with this Master Condition 17(a), none of the Transaction Parties, the Noteholders, the Couponholders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, members, incorporators (in respect of an issuer incorporated in Ireland only), corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer or any of its officers, shareholders, members, incorporators (in respect of an issuer incorporated in Ireland only), corporate service providers or directors in respect of such further sum in respect of the Series.
- (b) **Non-Petition:** None of the Transaction Parties (save for the Trustee, who may lodge a claim in liquidation of the Issuer (or the Luxembourg Company where the Issuer is a Luxembourg Issuer) which is initiated by another party or take proceedings to obtain a declaration or judgment as to the obligations of the Issuer), the Noteholders, the Couponholders or the persons acting on behalf of any of them may at any time institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer (or the Luxembourg Company where the Issuer is a Luxembourg Issuer) or any of its officers, shareholders, members, incorporators (in respect of an issuer incorporated in Ireland only), corporate service providers or directors or any of its assets, and none of them shall have any claim arising with respect to the assets and/or property attributable to any other instruments issued by the Issuer (or the Company (whether or not acting in respect of another Compartment) where the Issuer is a Luxembourg Issuer) (save for any further Notes which form a single series with the Notes) or Mortgaged Property in respect of a different Series of Obligations of the Issuer (or the Company acting in respect of another Compartment where the Issuer is a Luxembourg Issuer) or any other assets of the Issuer (other than the Mortgaged Property in respect of the Series) or the Company in general (where the Issuer is a Luxembourg Issuer).
- (c) **Shortfall after application of proceeds:** In addition, if the Issuer is a Specified Luxembourg Issuer, no Noteholders may start proceedings against the Issuer which are based on article 470-21 of the Companies Law.

- (d) **Corporate Obligation:** In addition, none of the Transaction Parties, the Noteholders, the Couponholders or any person acting on behalf of any of them shall have any recourse against any director, shareholder, or officer of the Issuer in respect of any obligations, covenant or agreement entered into or made by the Issuer pursuant to the terms of these Conditions, the Trust Deed or any other Transaction Documents.
- (e) **Survival:** The provisions of this Master Condition 17 shall survive notwithstanding any redemption of the Notes of any Series or the termination or expiration of any Transaction Document.

## 18. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

## 19. Meetings of Noteholders, modification, waiver and substitution

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of the Conditions, any provisions of the Trust Deed or any other Transaction Document and give authority, direction or sanction required by, *inter alia*, Master Condition 5 (*Transaction Security*) or Master Condition 8 (*Redemption and Purchase*) to be given by Extraordinary Resolution. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) to vary any method of, or basis for, calculating the Final Redemption Amount or the Early Redemption Amount, (v) to vary the currency or currencies of payment or denomination of the Notes, (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, (vii) to modify the provisions of the Trust Deed concerning this exception, (viii) to modify Master Condition 5 (*Transaction Security*) or to consider an Extraordinary Resolution for purposes of Master Condition 5(b) (*Issuer's rights as beneficial owner of Collateral*), (ix) to modify Master Conditions 15 (*Application of Liquidation Proceeds*) and 17 (*Limited Recourse and Non-Petition*) or (x) to modify Master Conditions 8(b) (*Redemption by Instalments*) to 8(j) (*Redemption following the occurrence of an Event of Default*), in which case the necessary quorum ("**Special Quorum**") shall be one or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding in accordance with the Trust Deed. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at or participated in the meeting at which such resolution was passed) and on the holders of Coupons, Receipts and Talons.

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (a “**Written Resolution**”) or (ii) where the Notes are held by or on behalf of a clearing system or clearing systems, approval of a resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in aggregate nominal amount of the Notes then outstanding (“**Electronic Consent**”) shall, in each case, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied) be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such Written Resolution may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders. Such Written Resolution and/or Electronic Consent will be binding on all Noteholders and holders of Coupons, Talons and Receipts whether or not they participated in such Written Resolution or Electronic Consent.

The provisions relating to meetings of noteholders contained in articles 470-3 to 470-20 of the Companies Law will not apply in respect of the Notes. Noteholders will be entitled to examine 8 days before the annual general meeting at the registered office of the Company (i) the annual accounts and the list of directors as well as the list of the approved statutory auditors (*réviseurs d'entreprises agréés*), (ii) the list of sovereign debt, shares, bonds and other company securities making up the portfolio, (iii) the report of the Board and (iv) the report of the approved statutory auditors. Noteholders may attend general meetings of the shareholders of the Company and shall be entitled to speak but not to vote.

- (b) **Modification of the Conditions and/or any Transaction Document:** The Trustee may agree or determine (as applicable), without the consent of the Noteholders or the Couponholders, (i) to any modification of any of the Conditions or any of the provisions of the Transaction Documents that is in its opinion of a formal, minor or technical nature or is made to correct a manifest error, (ii) to any other modification (except as mentioned in the Trust Deed) and any waiver or authorisation of any breach or proposed breach, of any of the Conditions or any of the provisions of the Transaction Documents, (iii) that an Event of Default, Potential Event of Default or Enforcement Event shall not be treated as such, provided that the Trustee shall not do so in contravention of an express direction given by an Extraordinary Resolution or (iv) in case of amendments to the articles of incorporation of the Specified Luxembourg Issuer, the text of the proposed amendments and the draft of the applicable coordinated articles of incorporation. To the extent that any Agent is appointed or replaced pursuant to Master Condition 11(b)(ii) (*Calculation Agent appointment, termination and replacement*) and/or Master Condition 11(c)(ii) (*Calculation Agent appointment, termination and replacement*), the Issuer may make such amendments to the Conditions and/or the Transaction Documents as it determines necessary to reflect such appointment or replacement to which the Trustee shall agree, and the Trustee shall (at the expense of the Issuer) sign such documents as may be required to give effect to such amendments, provided that the Trustee shall not be obliged to agree to any amendments which would impose additional or more onerous obligations on it, reduce its protection or expose it to potential liabilities. Any such modification, authorisation, determination or waiver as is made or given under this Master Condition 19(b) shall only be made if in the opinion of the Trustee it is not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation, determination or waiver as is made or given under this Master Condition 19(b) shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as is practicable.

- (c) **Substitution:** The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, without the consent of the Noteholders or the Couponholders but subject to the prior written consent of the Swap Counterparty, to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes, the Receipts, the Coupons and the Talons, as applicable, provided that the Trustee is satisfied that the substitution is not materially prejudicial to the interests of the Noteholders. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing the Notes, the Receipts, the Coupons, the Talons and/or the Trust Deed and/or any other Transaction Document provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.
- (d) **Entitlement of the Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Master Condition 19) the Trustee shall have regard to the general interests of the Noteholders as a class and shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or otherwise to the tax consequences thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

## 20. **Replacement of Notes, Certificates, Receipts, Coupons and Talons**

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the Specified Office of the Issuing and Paying Agent in the applicable Issue Terms (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders in accordance with Master Condition 22 (*Notices*), in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Note, Certificate, Receipt, Coupon or Talon) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 21. **Further issues**

The Issuer may from time to time without the consent of the Noteholders or the Couponholders but subject to Master Condition 6 (*Restrictions*) create and issue further notes 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 or upon such terms as the Issuer may determine at the time of their issue. Any such further notes shall only form a single series with the Notes (unless otherwise sanctioned by an Extraordinary Resolution) if the Issuer provides additional assets (as security for such further notes) which are fungible with, and have the same proportionate composition as, those forming part of the Mortgaged Property for the Notes and in the same proportion as the proportion that the nominal amount of such new

notes bears to the Notes and/or the Issuer enters into an additional or supplemental Swap Agreement extending the terms of any existing Swap Agreement to the new notes on terms no less favourable than such existing documents and agreements, as applicable. Any new notes forming a single series with the Notes shall be constituted and secured by a deed supplemental to the Trust Deed, such further security shall be added to the Mortgaged Property so that the new notes and the existing Notes shall be secured by the same Mortgaged Property and references in the Conditions to “**Notes**”, “**Original Collateral**”, “**Collateral**”, “**Mortgaged Property**”, the “**Swap Agreement**”, “**Secured Payment Obligations**” and “**Secured Creditor**” shall be construed accordingly. The Trust Deed contains provisions for convening a single meeting of the holders of the Notes and the holders of notes of other specified series in certain circumstances where the Trustee so decides.

## 22. **Notices**

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the day it is delivered in the case of recorded delivery and three days (excluding Saturdays and Sundays) in the case of inland post or seven days (excluding Saturdays and Sundays) in the case of overseas post after despatch or if earlier when delivered, save that for purposes only of determining any Early Redemption Trigger Date the relevant Early Redemption Notice shall be deemed to have been given on the date despatched. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Europe and for so long as Notes are listed on a stock exchange, published in accordance with the rules of such stock exchange. If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Master Condition 22.

In addition, if and for so long as the Notes are listed on a stock exchange, all notices to holders of the Notes will be published in accordance with the rules of such stock exchange.

## 23. **Indemnification and obligations of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee, 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 Transaction Security created over the Mortgaged Property and for the limitation or exclusion of the Trustee’s liability in certain circumstances. The Trustee is not obliged or required to take any step, action or proceeding under the Trust Deed unless indemnified and/or secured and/or pre-funded to its satisfaction. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security. The Trustee and any Affiliate of the Trustee are entitled to enter into business transactions with the Issuer, any Collateral Obligor, the Swap Counterparty or any of their subsidiaries, holding or associated companies without accounting to the Noteholders or Couponholders 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 monitoring or supervising the performance by any other person of its obligations to the Issuer and may assume these are being performed unless and until it has actual knowledge to the contrary.

The Trust Deed provides that in acting as Trustee under the Trust Deed the Trustee does not assume any duty or responsibility to the Swap Counterparty, the Disposal Agent, the Custodian, the Calculation Agent or any of the Paying Agents or any other Transaction Party or Secured Creditor (other than to pay to any of such parties any moneys received and repayable to it and to act in accordance with the provisions of Master Conditions 5 (*Transaction Security*) and 15 (*Application of Liquidation Proceeds*) and shall have regard solely to the interests of the Noteholders.

None of the Trustee nor the Paying Agents shall be required or obliged to monitor or enquire as to whether any event, condition or circumstance which could lead to an early redemption of the Notes exists or has occurred. None of the Trustee nor the Paying Agents shall have any obligation, responsibility or liability for giving or not giving any notice thereof to the Issuer, the Calculation Agent or any Transaction Party or other Secured Creditor.

24. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999, except and to the extent (if any) that the Notes expressly provide for such Act to apply to any of their terms.

25. **Governing law and jurisdiction**

- (a) **Governing Law:** The Trust Deed, the Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

If the Issuer is a Specified Luxembourg Issuer: Articles 470-3 to 470-20 of the Companies Law are excluded.

- (b) **Jurisdiction:** In connection with any disputes arising thereunder, the courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.
- (c) **Service of Process:** The Issuer has irrevocably appointed an agent in England to receive, for it and on its behalf, service of process in any Proceedings in England.

## DEFINITIONS ANNEX TO THE MASTER TERMS AND CONDITIONS

**“Additional Redemption Event”** means the determination by the Calculation Agent on any day of the occurrence of any of the Additional Redemption Events specified as applicable in the applicable Issue Terms.

**“Additional Terms and Conditions”** has the meaning given to it in the applicable Product Supplement (if any).

**“Affiliate”** means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person or any entity, directly or indirectly, under common control with that person. For this purpose **“control”** means ownership of a majority of the voting power of the entity or person.

**“Agency Agreement”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Agents”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Alternative Drawdown Document”** means, if the Notes are not issued by way of Pricing Supplement, the document relating to the Notes that describes the Issue Terms.

**“Arranger”** means Macquarie Bank Limited, London Branch or such other party as is specified in the applicable Issue Terms.

**“Bank”** has the meaning given to it in Master Condition 10(a) (*Bearer Notes*).

**“Bankruptcy Event”** means, with respect to a party, such party (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition either results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation, or is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (e) has a resolution passed for its winding up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g).

**“Base Currency”** means the Specified Currency.

**“Bearer Notes”** has the meaning given to it in Master Condition 2 (*Form, Specified Denomination and Title*).



**“Board”** means the board of directors of the Company.

**“Broken Amount”** shall have the meaning given to it in the applicable Issue Terms.

**“Business Centre”** means any business centre specified as such in the applicable Issue Terms.

**“Business Day”** means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency;
- (ii) in the case of euro, a day on which the TARGET System is open for the settlement of payments in euro (a **“TARGET Business Day”**);
- (iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in such Business Centres or, if no currency is indicated, generally in each of such Business Centres; and/or
- (iv) any other day specified as such in the applicable Issue Terms.

**“Business Day Convention”** means one of the following, as specified in the applicable Issue Terms: (a) Floating Rate Business Day Convention, (b) Following Business Day Convention, (c) Modified Following Business Day Convention or (d) Preceding Business Day Convention.

**“Calculation Agent”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Calculation Agent Bankruptcy Event”** means the Calculation Agent (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors’ rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition either results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation, or is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (e) has a resolution passed for its winding up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g).

**“Calculation Agent Business Day”** means a business day in the jurisdiction of the Calculation Agent.

**“Calculation Amount”** means, in respect of a Note and an Interest Accrual Period, the amount specified in the applicable Issue Terms.

**“Calculation Amount Factor”** means, in respect of a Note, the number equal to the Specified Denomination of such Note divided by the Calculation Amount.

**“Calculation Period”** has the meaning given to it in the definition of Day Count Fraction.

**“Certificates”** has the meaning given to it in Master Condition 2 (*Form, Specified Denomination and Title*).

**“Collateral”** means, in connection with the issue of the Notes, the Issuer’s rights, title and/or interests in and to:

- (i) the Original Collateral (other than any Original Collateral that the Issuer may have sold, posted or otherwise disposed of under the terms of the Credit Support Annex); and
- (ii) from time to time, any CSA Posted Collateral held by the Issuer; and
- (iii) any other securities, cash or other assets or property transferred or delivered to the Issuer pursuant to the Credit Support Annex.

The term **“Collateral”** shall include the rights, title and/or interests in and to (w) any proceeds of Liquidation remaining following the Liquidation of Collateral in respect of the redemption of some, but not all, of the Notes then outstanding which were not then payable to Noteholders, (x) any further Collateral acquired by the Issuer in connection with any further issue of notes that are to be consolidated and form a single series with the Notes, (y) any Collateral acquired by the Issuer by way of substitution or replacement of any Collateral previously held by it and (z) any asset or property (which may, for the avoidance of doubt, include the benefit of contractual rights) into which any of the Collateral is converted or exchanged or that is issued to the Issuer (or any relevant person holding such Collateral for or on behalf of the Issuer) by virtue of its holding thereof.

**“Collateral Event”** means the occurrence of such of the following events as are specified to be applicable in the Issue Terms:

- (i) Original Collateral Call;
- (ii) Original Collateral Default;
- (iii) Original Collateral Payment Failure;
- (iv) Original Collateral Conversion; or
- (v) Currency Redenomination Event.

**“Collateral Obligor”** means any person that has an obligation or duty to the Issuer (or any relevant person holding such Collateral for or on behalf of the Issuer) in respect of the Collateral pursuant to the terms of such Collateral.

**“Company”** means Castle Bridges S.A..

**“Companies Law”** means the amended Luxembourg law of 10 August 1915 on commercial companies.

**“Compartment”** means a compartment established by the Board of the Luxembourg Company in respect of a Series of Notes.

**“Conditions to Delivery”** means, in respect of a delivery of a Physical Redemption Amount in relation to a Note, the Noteholder (a) has surrendered the relevant Note (in the case of a Bearer Note) or the Certificate representing such Note (in the case of a Registered Note) and delivered a Delivery Instruction Certificate at the Issuing and Paying Agent’s Specified Office, (b) has paid to the order of the Issuer the Physical Redemption Priority Payment Amount in freely transferable funds, (c) has paid to the order of the Issuer all costs and expenses (including any stamp or other taxes) payable in connection with the delivery of the Physical Redemption Amount to such Noteholder, and (d) has represented and warranted that delivery of the same to such Noteholder is permitted by all relevant laws, rules and regulations and the terms of the relevant Collateral.

**“Corporate Services Agreement”** means, (i) in respect of the Luxembourg Company, the domiciliation agreement dated 13 May 2016 effective as of 6 May 2016 and entered into between Intertrust (Luxembourg) S.à r.l. (which absorbed Elian Fiduciary Services (Luxembourg) S.à r.l. by merger effective 16 January 2017 which, in turn, absorbed Structured Finance Management (Luxembourg) S.A. by merger effective 01 June 2016) the Company and the shareholder of the Luxembourg Company, and (ii) in respect of any Other Issuer, the agreement specified as such in the Issue Terms.

**“Corporate Services Provider”** means, (i) in respect of the Luxembourg Company, Intertrust (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*) having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg and registered with the RCS under number B 103123, and (ii) in respect of any Other Issuer, the party specified as such in the Issue Terms.

**“Corporate Services Provider Fees”** means any fees charged by, or any other amounts owed to, the Corporate Services Provider for the performance of its duties pursuant to the Corporate Services Agreement.

**“Couponholders”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Coupons”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Credit Support Annex”** has the meaning given to it in the definition of Master Agreement in this Definitions Annex to the Master Terms and Conditions.

**“CSA Posted Collateral”** means any securities, cash or other assets or property transferred by the Swap Counterparty to the Issuer pursuant to the Credit Support Annex that are Eligible Credit Support comprising the Credit Support Balance of the Swap Counterparty (as such terms are defined in the Swap Agreement).

**“Currency Redenomination Event”** means, in respect of any Original Collateral or Identical Collateral, the Calculation Agent determines that the currency in which the relevant Original Collateral Obligor pays (or is required to pay) interest or principal is redenominated, substituted or otherwise changed from the currency in which any such payment of interest or principal was, at the date the relevant Original Collateral became Collateral for the purposes of the Notes, due to be made.

**“Custodian”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Day Count Fraction”** means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the

last day of such period) (whether or not constituting an Interest Period or an Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual-ISDA**” is specified in the applicable Issue Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (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);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Issue Terms, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified in the applicable Issue Terms, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Issue Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

- (vii) if “Actual/Actual-ICMA” is specified in the applicable Issue Terms:

(A) 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 Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(I) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

- (II) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year.

**“Dealer”** means Macquarie Bank Limited, London Branch or such other party as is specified in the applicable Issue Terms.

**“Dealer Agreement”** means the dealer agreement in respect of the Notes entered into by the Issuer, the Arranger each Dealer and any other parties specified in the Series Instrument by the execution by such parties of the Series Instrument.

**“Default Interest”** has the meaning given to it in Master Condition 7(d) (*Accrual of Interest*).

**“Delivery Instruction Certificate”** means, in respect of any delivery of Collateral to a Noteholder under the Conditions, a delivery instruction certificate substantially in the form set out in the Master Trust Terms, validly completed and executed by the relevant Noteholder.

**“Determination Date”** means each date specified as such in the applicable Issue Terms or, if none is so specified, each Interest Payment Date.

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

**“Disposal Agent”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Disposal Agent Bankruptcy Event”** means the Disposal Agent (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition either results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation, or is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (e) has a resolution passed for its winding up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g).

**“Disposal Agent Fees”** means any and all fees charged by, or any other amounts owed to, the Disposal Agent for the performance of its duties specified in, or incidental to, the Conditions.

**“Early Cash Redemption Amount”** means, in respect of each Note outstanding on the relevant Early Redemption Date, the amount specified as such in the applicable Issue Terms (or the amount determined in accordance with the formula or method for determining such amount specified therein) or, if no such amount is specified in the applicable Issue Terms, an amount per Note equal to that Note’s *pro rata* share of (i) the Specified Currency Net Liquidation Proceeds plus (ii) any Termination Payment in respect of the Swap Agreement that is payable to the Issuer (together, if applicable, with any interest payable thereon) minus (iii) any Termination Payment in respect of the Swap Agreement that is payable by the Issuer to the Swap Counterparty (together, if applicable, with any interest payable thereon).

**“Early Redemption Amount”** has the meaning given to it in Master Condition 8(l) (*Definition of Early Redemption Amount*).

**“Early Redemption Date”** means:

- (i) for all purposes other than where an Early Redemption Trigger Event occurs as a result of an Original Collateral Call pursuant to Master Condition 8(c) (*Redemption upon Collateral Event*), the day that falls ten Reference Business Days after the relevant Early Redemption Trigger Date; and
- (ii) for the purposes of an Early Redemption Trigger Event occurring as a result of an Original Collateral Call pursuant to Master Condition 8(c) (*Redemption upon Collateral Event*), the day that falls ten Reference Business Days after the later of the Original Collateral Early Payment Date and the relevant Early Redemption Trigger Date (provided that if all of the Collateral has been redeemed and/or Liquidated on or before the third Reference Business Day prior to such date, the Early Redemption Date shall be the third Reference Business Day after the later of (x) the Early Redemption Trigger Date and (y) the date on which all proceeds of such redemption and/or Liquidation of the Collateral have been received by or on behalf of the Issuer).

**“Early Redemption Notice”** means an irrevocable notice from the Issuer to Noteholders in accordance with Master Condition 22 (*Notices*) (or, in the case of Master Condition 8(j) (*Redemption following the occurrence of an Event of Default*), from the Trustee to the Issuer) and that specifies that the Notes are to be redeemed pursuant to Master Condition 8 (*Redemption and Purchase*) or Master Condition 8(j) (*Redemption following the occurrence of an Event of Default*), as the case may be. An Early Redemption Notice given pursuant to Master Condition 8 (*Redemption and Purchase*) must contain a description in reasonable detail of the facts relevant to the determination that the Notes are to be redeemed and, in the case of an Early Redemption Notice given by the Issuer, must specify which of Master Conditions 8(c) (*Redemption upon Collateral Event*) to 8(j) (*Redemption following the occurrence of an Event of Default*), as the case may be, are applicable. A copy of any Early Redemption Notice shall also be sent by the Issuer to all Transaction Parties, save that any failure to deliver a copy shall not invalidate the relevant Early Redemption Notice.

**“Early Redemption Notification Period”** means the period of five Reference Business Days, or such other period as is specified in the applicable Issue Terms.

**“Early Redemption Trigger Date”** has the meanings given to it in Master Condition 8 (*Redemption and Purchase*).

**“Early Termination Date”** has the meaning given to it in the Swap Agreement.

**“Early Valuation Date”** means the third Reference Business Day prior to the Early Redemption Date.

**“Enforcement Event”** means the occurrence of one or more of the following events:

- (i) the Issuer fails to pay (a) the Final Redemption Amount and/or (b) any interest or Instalment Amount that has become due and payable on the Maturity Date, and, in each case, has not paid any such amount (together with any Default Interest accrued thereon) on or by the Relevant Payment Date;
- (ii) following the occurrence of an Early Redemption Trigger Date, payment and/or delivery in respect of the Early Redemption Amount in respect of the Notes is not made on the Early Redemption Date; or
- (iii) following payment in full by the Issuer of any amount that has become due and payable and/or deliverable, as the case may be, to the Noteholders and the Couponholders (whether before or after the Maturity Date), the failure by the Issuer to pay any amount due and payable to the Swap Counterparty on the relevant due date for payment under the Swap Agreement.

**“Enforcement Notice”** has the meaning given to it in Master Condition 14(b) (*Enforcement Notice*).

**“Equivalent Obligations”** means any Obligations that are issued in fungible form and that share common terms and conditions.

**“Event of Default”** has the meaning given to it in Master Condition 8(j) (*Redemption following the occurrence of an Event of Default*).

**“Exercise Notice”** means an exercise notice in or substantially in the form set out in the Master Trust Terms.

**“FATCA”** means (i) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986; (ii) any similar or successor legislation to (i); (iii) any agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986; (iv) any regulations or guidance pursuant to any of the foregoing; (v) any official interpretations of any of the foregoing; (vi) any intergovernmental agreement to facilitate the implementation of any of the foregoing (an **“IGA”**); or (vii) any law implementing an IGA.

**“FATCA Withholding Tax”** means any withholding or deduction for or on account of tax imposed on any payments pursuant to FATCA.

**“Final Redemption Amount”** means, in respect of a Note, an amount determined by the Calculation Agent equal to (i) the amount specified as such in the applicable Issue Terms or Additional Terms and Conditions (or the amount determined in accordance with the formula or method for determining such amount specified therein), (ii) if “Physical Settlement” is specified in the applicable Issue Terms, the Physical Redemption Amount, or (iii) if no amount is so specified, the outstanding nominal amount of such Note.

**“Fixed Coupon Amount”** has the meaning given to it in the applicable Issue Terms.

**“Floating Rate Business Day Convention”** means, (a) if “Floating Rate Business Day Convention” is specified in the applicable Issue Terms as the Business Day Convention, each date that is subject to adjustment in accordance with the Business Day Convention, will be adjusted in the manner set out in paragraph (A) of Master Condition 9(d) (*Business Day Convention*); and/or (b) if “Floating Rate Business Day Convention” is specified in the applicable Issue Terms as the Reference Business Day Convention, each date that is subject to adjustment in accordance with the Reference Business Day Convention will be adjusted in the manner set out in paragraph (A) of Master Condition 9(e) (*Reference Business Day Convention*).



**“Following Business Day Convention”** means, (a) if “Following Business Day Convention” is specified in the applicable Issue Terms as the Business Day Convention, each date that is subject to adjustment in accordance with the Business Day Convention, will be adjusted in the manner set out in paragraph (B) of Master Condition 9(d)(*Business Day Convention*); and/or (b) if “Following Business Day Convention” is specified in the applicable Issue Terms as the Reference Business Day Convention, each date that is subject to adjustment in accordance with the Reference Business Day Convention will be adjusted in the manner set out in paragraph (B) of Master Condition 9(e)(*Reference Business Day Convention*).

**“Identical Collateral”** means, in respect of Original Collateral in the form of securities, shares or any other assets which can be issued in fungible form, any such securities, shares or other assets that, immediately prior to the event in question, were part of the same issuance or series of fungible issuances of securities, shares or assets, shared common terms and conditions and ranked *pari passu* with such securities, shares or assets.

An **“Illegality Event”** shall occur if, due to the adoption of, or any change in, any applicable law after the Issue Date, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful for the Issuer (i) to perform any absolute or contingent obligation to make a payment or delivery in respect of the Notes or any agreement entered into in connection with the Notes, (ii) to hold any Collateral or to receive a payment or delivery in respect of any Collateral or (iii) to comply with any other material provision of any agreement entered into in connection with the Notes.

**“Initial Issuer Application Date”** has the meaning given to it in the definition of Issuer Application Date in this Definitions Annex to the Master Terms and Conditions.

**“Instalment Amount”** means, in respect of a Note and an Instalment Date, an amount determined by the Calculation Agent equal to the amount specified as such in the applicable Issue Terms or the amount determined in accordance with the formula or method for determining such amount specified therein.

**“Instalment Date”** means, in respect of a Note, each date specified as such in the applicable Issue Terms.

**“Interest”**, in the context of amounts payable in respect of the Notes, shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Master Condition 7 (*Interest*).

**“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 Amount”** means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the applicable Issue Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the applicable Issue Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

**“Interest Commencement Date”** means the Issue Date or such other date as may be specified in the applicable Issue Terms.

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Issue Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling, (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

**“Interest Payment Date”** means:

- (i) in respect of Fixed Rate Notes, each date specified as an Interest Payment Date in the applicable Issue Terms; and
- (ii) in respect of all Notes other than Fixed Rate Notes:
  - (a) each date specified as a Specified Interest Payment Date in the applicable Issue Terms; or
  - (b) if no Specified Interest Payment Date(s) is/are specified in the applicable Issue Terms, each date which falls the number of months or other period specified in the applicable Issue Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

**“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 applicable Issue Terms.

**“ISDA”** means the International Swaps and Derivatives Association, Inc.

**“ISDA Definitions”** means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., and, in respect of each Series, as amended and supplemented up to and including the Issue Date of the first Tranche of such Series, unless otherwise specified in the applicable Issue Terms.

**“ISDA Rate”** has the meaning given to it in Master Condition 7(b)(ii) (*Rate of Interest for Floating Rate Notes*).

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

**“Issue Terms”** means the applicable Pricing Supplement or, where an Alternative Drawdown Document is prepared, the applicable terms and conditions set out in such Alternative Drawdown Document, as specified in the relevant Series Instrument.

**“Issuer”** means in relation to a Series of Notes, the party named as the “Issuer” in the Series Instrument for such Series being the Specified Luxembourg Company acting in respect of one of its Compartments.

**“Issuer Application Date”** means each of:

- (i) where no Physical Redemption Amount is payable in respect of any Notes, the Early Redemption Date or Relevant Payment Date, as applicable or, if later, the third Reference Business Day after the earliest date on which the amount owing to or from the Swap Counterparty under the Swap Agreement and the Early Redemption Amount, the Final Redemption Amount and any interest or Instalment Amount that has become due and payable on the Maturity Date, as applicable, have been determined pursuant to the Conditions and/or the terms of the relevant Transaction Document(s), as applicable and, to the extent not all the Collateral has been Liquidated in full or the cash proceeds of such Liquidation have not been received by or on behalf of the Issuer by such time, each day that is three Reference Business Days following receipt by the Issuer of additional proceeds resulting from the related Liquidation; or
- (ii) where a Physical Redemption Amount is payable in respect of any Notes, the Early Redemption Date or Relevant Payment Date, as applicable or, if later, the later of (a) the date falling three Reference Business Days after all the Collateral required to be liquidated has been liquidated in full and the cash proceeds have been received by or on behalf of the Issuer and (b) the third Reference Business Day after the earliest date on which the amount owing to or from the Swap Counterparty under the Swap Agreement and the Early Redemption Amount, the Final Redemption Amount and any interest or Instalment Amount that has become due and payable on the Maturity Date, as applicable, have been determined pursuant to the terms of the Conditions and/or the relevant Transaction Document(s), as applicable (the Issuer Application Date pursuant to sub-paragraph (i) or (ii), as the case may be, the **"Initial Issuer Application Date"**); and
- (iii) in respect of each sum received by the Issuer from the Mortgaged Property that has not already been applied on the Initial Issuer Application Date, the date falling three Reference Business Days following receipt by the Issuer of such sum.

**"Issuing and Paying Agent"** has the meaning given to it in the recitals to these Master Terms and Conditions.

**"Liquidation"** means, in respect of any Collateral, the realisation of such Collateral for cash proceeds whether by way of sale, early redemption, early repayment or agreed termination or by such other means as the Disposal Agent determines appropriate or in any other manner specified in the applicable Issue Terms and **"Liquidate"**, **"Liquidated"** and **"Liquidating"** shall be construed accordingly.

**"Liquidation Commencement Date"** means the later of (i) the day on which the Disposal Agent receives a Liquidation Commencement Notice and (ii) if Noteholder Settlement Option is specified in the applicable Issue Terms, the Settlement Option Cut-off Date.

**"Liquidation Commencement Notice"** means a notice from the Issuer in writing to the Disposal Agent, the Custodian and the Trustee of the occurrence of a Liquidation Event. Any Early Redemption Notice and/or Swap Termination Notice given or copied to the Disposal Agent shall constitute a Liquidation Commencement Notice.

**"Liquidation Event"** means:

- (i) default is made in the payment or delivery of (a) the Final Redemption Amount or (b) any interest or Instalment Amount that has become due and payable on the Maturity Date; or
- (ii) the occurrence of an Early Redemption Trigger Date.

**“Liquidation Expenses”** means (i) any taxes and (ii) any reasonable transaction fees or commissions applicable to such Liquidation, including any brokerage or exchange commissions, provided that such transaction fees or commissions are limited to and no higher than those that would necessarily and routinely be charged by the third party market participant to whom such fees or commissions are payable for a sale transaction of that type to third parties on an arm’s length basis. Save for such reasonable transaction fees or commissions, Liquidation Expenses shall not include Disposal Agent Fees.

**“Liquidation Proceeds”** means, with respect to a Liquidation Event or Enforcement Event, as of a particular day:

- (i) all cash sums derived from any Liquidation of Collateral for the Notes, any amount paid by the Swap Counterparty to the Issuer as a result of the termination of all outstanding Swap Transactions under the Swap Agreement relating to the Notes, any amounts realised by the Trustee on enforcement of the security constituted by the Trust Deed and all other cash sums available to the Issuer or the Trustee, as the case may be, derived from the Mortgaged Property for such Series; less
- (ii) any cash sums which have already been applied by the Issuer pursuant to Master Condition 15(a) (*Application of Liquidation Proceeds of Liquidation*) on any Issuer Application Date or by the Trustee pursuant to Master Condition 15(b) (*Application of Liquidation Proceeds of Enforcement of Transaction Security*) on any Trustee Application Date, as the case may be.

For the avoidance of doubt, where a Physical Redemption Amount is payable by the Issuer in respect of any Notes, the Collateral comprised in such Physical Redemption Amount shall not constitute Liquidation Proceeds.

**“Luxembourg”** means the Grand Duchy of Luxembourg.

**“Master Agreement”** means (a) where the Swap Counterparty for the Notes is specified in the applicable Issue Terms to be Macquarie Bank International Limited, the agreement entered into between the Issuer and Macquarie Bank International Limited by execution of the Series Instrument and which is in the form of an ISDA 2002 Master Agreement together with a schedule (the **“Schedule”**) thereto and which, if so specified in the applicable Issue Terms, shall include a credit support annex to the Schedule to the ISDA 2002 Master Agreement in the form of the ISDA Credit Support Annex (Bilateral Form – Transfer) (the **“Credit Support Annex”**) or (b) where the Swap Counterparty for the Notes is specified in the applicable Issue Terms to be an entity other than Macquarie Bank International Limited, the agreement defined as such in the applicable Issue Terms.

**“Master Terms and Conditions”** means these Master Terms and Conditions, as set out in Part C of Schedule 2 of the Master Trust Terms. References to a particularly numbered Master Condition shall be construed as a reference to the Master Condition so numbered in the Master Terms and Conditions.

**“Maturity Cut-off Date”** has the meaning given to it in Master Condition 15(e) (*Foreign Exchange Conversion*).

**“Maturity Date”** means, in respect of a Note, the date specified as such in the applicable Issue Terms.

**“Modified Following Business Day Convention”** means, (a) if “Modified Following Business Day Convention” is specified in the applicable Issue Terms as the Business Day Convention, each date that is subject to adjustment in accordance with the Business Day Convention, will be adjusted in the manner set out in paragraph (C) of Master Condition 9(d)(*Business Day Convention*); and/or (b) if “Modified Following Business Day Convention” is

specified in the applicable Issue Terms as the Reference Business Day Convention, each date that is subject to adjustment in accordance with the Reference Business Day Convention will be adjusted in the manner set out in paragraph (C) of Master Condition 9(e)(*Reference Business Day Convention*).

**“Moody’s”** means Moody’s Investors Service Limited, established in the European Union and registered under Regulation (EC) 1060/2009 on credit rating agencies.

**“Mortgaged Property”** means:

- (i) the Collateral and all property, assets and sums derived therefrom;
- (ii) all cash (if any) held by the Issuer in respect of the Series;
- (iii) the rights and interest of the Issuer in and under the Swap Agreement (if any) and the rights, title and interest of the Issuer in all property, assets and sums derived from any such Swap Agreement;
- (iv) the rights and interest of the Issuer under the Agency Agreement and the rights, title and interest of the Issuer in all property, assets and sums derived from the Agency Agreement; and
- (v) the rights, title and interest of the Issuer in any other assets, property, income, rights and/or agreements of the Issuer (other than the Issuer’s share capital) from time to time charged or assigned or otherwise made subject to the security created by the Issuer in favour of the Trustee pursuant to the Security Documents, as the case may be,

in each case securing the Secured Payment Obligations and includes, where the context permits, any part of that Mortgaged Property.

**“Net Liquidation Proceeds”** means the Liquidation Proceeds as of the Early Valuation Date but excluding any amount paid by the Swap Counterparty to the Issuer as a result of the termination of all outstanding Swap Transactions under the Swap Agreement relating to the Notes provided that if any Collateral has not been Liquidated by the Early Valuation Date then the Actual Currency Proceeds in respect of such Collateral not then Liquidated shall be deemed to be the fair bid-side market value of such Collateral as of the Early Valuation Date (as determined by the Calculation Agent) net of any taxes, costs or charges that would be incurred on the sale of the Collateral.

**“Notes”** means, the notes of a Series issued under this Programme.

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

**“Noteholder Settlement Option”** means the Noteholder settlement option described in Master Condition 8(l)(ii) (*Definition of Early Redemption Amount*) and which may be specified as applicable in the applicable Issue Terms.

**“Note Tax Event”** has the meaning given to it in Master Condition 8(d)(i) (*Redemption for Taxation Reasons*).

**“Obligation”** means any obligation of the Issuer, which shall include, without limitation, any Note and any other obligation that may be entered into by the Issuer in the form of bonds, notes, loans, warrants, options, swaps or other obligations and in the case of the Luxembourg Company, to the extent permitted under the Securitisation Law 2004.

**“Original Collateral”** means, in connection with the issue of the Notes, the Issuer’s rights, title and/or interests in and to:

- (i) one or more transferable securities specified in the applicable Issue Terms as forming part of the Original Collateral and issued by or representing obligations of one or more persons; and/or
- (ii) loans, deposits, shares, partnership interests, units in unit trusts or any other asset or property (which may, for the avoidance of doubt, include the benefit of contractual rights) specified in the applicable Issue Terms as forming part of the Original Collateral and representing obligations of one or more persons.

The term **“Original Collateral”** shall include the rights, title and/or interests in and to (x) any further Original Collateral acquired by the Issuer in connection with any further issue of notes that are to be consolidated and form a single series with the Notes, (y) any Original Collateral acquired by the Issuer by way of substitution or replacement of any Original Collateral previously held by it, respectively and (z) any asset or property (which may, for the avoidance of doubt, include the benefit of contractual rights) into which any of the Original Collateral is converted or exchanged or that is issued to the Issuer (or any relevant person holding such Original Collateral for or on behalf of the Issuer) by virtue of its holding thereof. For the avoidance of doubt Original Collateral shall not include any CSA Posted Collateral or any other securities, cash or other assets or property transferred or delivered to the Issuer pursuant to the Credit Support Annex, or deriving therefrom.

**“Original Collateral Call”** means notice is given that any of the Original Collateral is called for redemption or repayment or prepayment (whether in whole or in part) prior to its scheduled maturity date.

**“Original Collateral Conversion”** means the conversion of the Original Collateral into any other financial instrument upon the exercise by the relevant Original Collateral Obligor of any option or other right to convert the Original Collateral under the terms and conditions of the Original Collateral.

**“Original Collateral Default”** means any of the Original Collateral or Identical Collateral becomes payable or repayable or becomes capable of being declared due and payable prior to its stated maturity for whatever reason, otherwise than in accordance with their scheduled repayment profile or as a result of the exercise of an issuer option or a holder option unless such option arises as a result of an event of default, a tax event or other similar event (as determined by the Calculation Agent in its sole discretion).

**“Original Collateral Early Payment Date”** means, following the occurrence of an Original Collateral Call, the day on which the Original Collateral that is the subject of the Original Collateral Call is scheduled to redeem or repay early.

**“Original Collateral Obligor”** means the Collateral Obligor in respect of the Original Collateral from time to time.

**“Original Collateral Payment Failure”** means, in respect of any Original Collateral or Identical Collateral, the failure by the relevant Original Collateral Obligor to make a scheduled payment on the date, in the place and in the currency such payment was originally scheduled to be made (disregarding any terms allowing for non-payment, deferral or adjustments to any

scheduled payments and any notice or grace period in respect thereof) in respect of such Original Collateral or Identical Collateral.

An “**Original Collateral Settlement Failure**” shall occur if the Original Collateral relating to a Series of Notes has not been delivered to the Issuer on the Issue Date in accordance with the provisions set out in the relevant Series Instrument.

“**Original Collateral Tax Event**” has the meaning given to it in Master Condition 8(d)(i) (*Redemption for Taxation Reasons*).

“**Paying Agent**” and “**Paying Agents**” have the meaning given to it in the recitals to these Master Terms and Conditions.

“**Physical Redemption Amount**” means the aggregate of all Collateral held by or on behalf of the Issuer in respect of the Notes the relevant Early Redemption Date (for the avoidance, of doubt, following any application by the Issuer of an amount equal to the Physical Redemption Priority Payment Amount in satisfaction of all payment obligations of the Issuer ranking in priority to the Noteholders pursuant to Master Condition 15 (*Application of Liquidation Proceeds*)) or the Maturity Date, as the case may be.

“**Physical Redemption Priority Payment Amount**” means an amount equal to the aggregate of all payment obligations of the Issuer ranking in priority to the Noteholders pursuant to Master Condition 15 (*Application of Liquidation Proceeds*).

“**Physical Settlement**” shall have the meaning given to it in the applicable Issue Terms.

“**Potential Collateral Event**” has the meaning ascribed to it in Master Condition 8(m) (*Suspension of payments*).

“**Potential Event of Default**” means an event or circumstance that would, with the giving of notice, lapse of time and/or issue of a certificate and/or fulfilment of any other requirement, become an Event of Default.

“**Preceding Business Day Convention**” means, (a) if “Preceding Business Day Convention” is specified in the applicable Issue Terms as the Business Day Convention, each date that is subject to adjustment in accordance with the Business Day Convention, will be adjusted in the manner set out in paragraph (D) of Master Condition 9(d) (*Business Day Convention*); and/or (b) if “Preceding Business Day Convention” is specified in the applicable Issue Terms as the Reference Business Day Convention, each date that is subject to adjustment in accordance with the Reference Business Day Convention will be adjusted in the manner set out in paragraph (D) of Master Condition 9(e) (*Reference Business Day Convention*).

“**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, the Final Redemption Amount, any Early Redemption Amount and all other amounts in the nature of principal payable pursuant to Master Condition 8 (*Redemption and Purchase*) and/or Master Condition 8(j) (*Redemption following the occurrence of an Event of Default*).

“**Proceedings**” has the meaning given to it in Master Condition 25(b) (*Jurisdiction*).

“**Product Supplement**” means any Product Supplement which is specified in the applicable Issue Terms.

“**Programme**” means the Issuer’s programme for the issuance of secured notes.

**“Prospectus Directive”** means Directive 2003/71/EC and amendments thereto, including Directive 2010/73/EU.

**“Rate of Interest”** means the rate of interest payable from time to time in respect of a Note and that is either specified in, or calculated in accordance with the provisions of, the applicable Issue Terms.

**“RCS”** means the Luxembourg Register of Commerce and Companies (the *Registre de commerce et des sociétés, Luxembourg*).

**“Receipts”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“Record Date”** has the meaning given to it in Master Condition 10(b) (*Registered Notes*).

**“Reference Business Day”** means (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in each of the places specified for that purpose in the applicable Issue Terms under “Reference Business Day” and/or (ii) if “TARGET” or “TARGET Settlement Day” is specified under “Reference Business Day” in the applicable Issue Terms, a TARGET Settlement Day.

**“Reference Business Day Convention”** means, one of the following, as specified in the Issue Terms: (a) Floating Rate Business Day Convention, (b) Following Business Day Convention, (c) Modified Following Business Day Convention or (d) Preceding Business Day Convention.

**“Register”** has the meaning given to it in Master Condition 2 (*Form, Specified Denomination and Title*).

**“Registered Notes”** has the meaning given to it in Master Condition 2 (*Form, Specified Denomination and Title*).

**“Registrar”** has the meaning given to it in the recitals to these Master Terms and Conditions.

A **“Regulatory Event”** shall occur if:

- (a) as a result of the implementation or adoption of, or any change in, any applicable law, regulation or regulatory guidance or interpretation;
- (b) due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation; or
- (c) as a result of the public or private statement or action by, or response of, any court, tribunal or regulatory authority with competent jurisdiction or any official or representative of any such court, tribunal or regulatory authority acting in an official capacity,

in each case after the Issue Date (including, without limitation, in connection with the application of (i) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and any implementing legislation in an EU Member State, (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations adopted thereunder and (iii) any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect to any of the foregoing), (x) it is or will be unlawful or there is a reasonable likelihood of it being unlawful for (l) the Issuer to maintain the Notes or that the maintenance of the



existence of the Notes would make it unlawful to maintain the existence of any other securities issued by the Issuer or (II) for the Issuer to perform any duties in respect of the Notes (including, without limitation, any transactions necessary or advisable to hedge the Issuer's risks in connection with the Notes), or (y) the costs of the Issuer complying with its obligations under the Trust Deed or under the Notes or its operating or administrative expenses are materially increased and the Issuer is unable to obtain the costs of such increase from another party or source.

**"Relevant Date"** means, in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relevant Certificate), Receipt 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 Payment Date"** means, in the case of a Liquidation relating to a Liquidation Event arising due to the failure to pay the Final Redemption Amount or any interest or Instalment Amount that became due and payable on the Maturity Date, the day which falls ten Reference Business Days after the Maturity Date.

**"Remaining Original Collateral"** has the meaning given to it in Master Condition 13(b) (*Liquidation Process*).

**"Residual Amount"** means, with respect to an application of Liquidation Proceeds in connection with a Liquidation Event or an Enforcement Event, as applicable, all remaining proceeds (if any) after the application of the Liquidation Proceeds to satisfy the payments set out in Master Condition 15(a)(i) to (vi) (*Application of Proceeds of Liquidation*) or 15(b)(i) to (vi) (*Application of Proceeds of Enforcement of Transaction Security*), as applicable.

**"Schedule"** has the meaning given to it in the definition of Master Agreement in this Definitions Annex to the Master Terms and Conditions.

**"Secured Creditor"** means each Transaction Party which is entitled to the benefit of Secured Payment Obligations.

**"Secured Payment Obligations"** means the payment obligations of the Issuer to any Transaction Party under the Trust Deed, the Swap Agreement and each Note, Coupon, Receipt and Talon, together with any obligation of the Issuer to make payment to the Disposal Agent or any other Agent pursuant to Condition 15(a) (*Application of Proceeds of Liquidation*) or 15(b) (*Application of Proceeds of Enforcement of Transaction Security*), as the case may be.

**"Security Document"** means the Trust Deed or any other security document in respect of the Notes which creates or purports to create security in favour of the Trustee for the benefit of the Secured Creditors.

**"Series"** means, an issue of Notes by the Issuer (pursuant to the terms of a Series Instrument), which may have one or more Issue Dates but the same Maturity Date and on otherwise identical terms (provided that nothing shall preclude the Issuer issuing Notes in separate Tranches (each such Tranche of such Series having terms different from each other Tranche that Series).

**"Series Instrument"** means the series instrument in respect of the Notes into which the Master Terms and Conditions are incorporated by reference and, where the context permits, includes any other document incorporated by reference into the Series Instrument and provided that where one or more further Tranches of Notes are issued in accordance with

Master Condition 21 (*Further Issues*) so as to be consolidated and form a single series with the Notes, and where the context so requires, references to the Series Instrument shall be deemed to include the further Series Instrument entered into in respect of such further Tranche or Tranches).

A “**Settlement Failure Event**” shall occur if, following an Original Collateral Settlement Failure, the Original Collateral has not been delivered to the Issuer within 30 Business Days of the Issue Date.

“**Settlement Option Cut-off Date**” has the meaning given to it in Master Condition 8(l) (*Definition of Early Redemption Amount*).

“**Sole Noteholder**” means, at any time, the holder of all outstanding Notes at such time.

“**Specified Currency**” means the currency specified as such in the applicable Issue Terms or, if none is specified, the currency in which the Notes are denominated.

“**Specified Currency Proceeds**” means the Actual Currency Proceeds, provided that where all or part of such Actual Currency Proceeds are not denominated in the Specified Currency, such amount (or each such part thereof, as the case may be) shall be converted into the Specified Currency at a rate determined by the Disposal Agent to be representative of the spot foreign exchange rates prevailing for sale of the relevant non-Specified Currency and purchase of the Specified Currency.

“**Specified Denomination**” means, in respect of a Note, the amount specified in the applicable Issue Terms.

“**Specified Interest Payment Date(s)**” means, in respect of a Note (other than a Fixed Rate Note), each date(s) specified as such in the applicable Issue Terms.

“**Specified Luxembourg Company**” means a company incorporated as a *société anonyme* (public limited liability company) under the laws of Luxembourg for the purpose of issuing asset backed notes whose activities as a securitisation undertaking are subject to the Securitisation Law 2004.

“**Specified Luxembourg Issuer**” means a Specified Luxembourg Company acting on behalf, and for the account of a particular Compartment in its capacity as Issuer.

“**Specified Office**” means, in relation to an Agent, the office identified with its name in the applicable Issue Terms or any other office approved by the Trustee and notified to the Noteholders in accordance with the Trust Deed.

“**Standard & Poor’s**” means Standard & Poor’s Credit Market Services Europe Limited, established in the European Union and registered under Regulation (EC) 1060/2009 on credit rating agencies.

“**Suspension Cancellation Event Date**” has the meaning ascribed to it in Master Condition 8(m) (*Suspension of payments*).

“**Suspension Determination Date**” has the meaning ascribed to it in Master Condition 8(m) (*Suspension of payments*).

“**Suspension Period**” has the meaning ascribed to it in Master Condition 8(m) (*Suspension of payments*).

**“Swap Agreement”** means, in respect of the Notes for which a Master Agreement is specified to be applicable in the relevant Series Instrument, an agreement comprising the Master Agreement with respect to the relevant Swap Counterparty together with all Swap Transactions entered into between the Issuer and that Swap Counterparty in respect of the Notes.

**“Swap Counterparty”** means the person specified as such in the applicable Issue Terms or any successor thereto.

**“Swap Counterparty Event”** means, in accordance with the terms of the Swap Agreement, that an Event of Default (as defined in the Swap Agreement) has occurred with respect to the Swap Counterparty or a Termination Event (as defined in the Swap Agreement) has occurred where the Issuer has the right to designate an Early Termination Date in respect of all outstanding Swap Transactions under the Swap Agreement.

**“Swap Counterparty Excess Credit Support Balance”** means an amount, subject to a minimum of zero, determined by the calculation agent in relation the Swap Agreement, equal to the lesser of (A) the Liquidation Proceeds, (B) the value of the Swap Counterparty’s Credit Support Balance that was used in determining the Termination Payment (if any), and (C) the value of the amounts (if any) owing to the Swap Counterparty under the Swap Agreement.

**“Swap Counterparty Residual Claim Amount”** means an amount, subject to a minimum of zero, determined by the calculation agent in relation the Swap Agreement equal to (A) the value of the amounts (if any) owing to the Swap Counterparty under the Swap Agreement, minus (B) the value of the Swap Counterparty Excess Credit Support Balance paid to the Swap Counterparty pursuant to Master Condition 15(a) (*Application of Liquidation Proceeds of Liquidation*) or Master Condition 15(b) (*Application of Liquidation Proceeds of Enforcement of Transaction Security*), as applicable.

**“Swap Termination Event”** means that an Early Termination Date in respect of all outstanding Swap Transactions has been designated or deemed to have been designated by the Issuer or the Swap Counterparty, as applicable, under the Swap Agreement for any reason other than as a result of the occurrence of an Early Redemption Trigger Date in respect of the Notes other than pursuant to Master Condition 8(f) (*Redemption for Termination of Swap Agreement*).

**“Swap Termination Notice”** means a notice of termination given under the Swap Agreement by the Issuer or the Swap Counterparty, as the case may be, in connection with which an Early Termination Date is designated or is deemed to have been designated in respect of all outstanding Swap Transactions thereunder.

**“Swap Transaction”** means a derivative transaction entered into between the Issuer and the Swap Counterparty in relation to the Notes.

**“Talons”** has the meaning given to it in the recitals to these Master Terms and Conditions.

**“TARGET Settlement Day”** means any day on which the TARGET System is open.

**“TARGET System”** means the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) system or any successor thereto.

**“Termination Payment”** means any Early Termination Amount (as defined in the Swap Agreement) due under the Swap Agreement.

**“Terms and Conditions”** means, in respect of the Notes, the Master Terms and Conditions as modified and supplemented by any Additional Terms and Conditions set out in any Product Supplement that is specified as being applicable in the applicable Issue Terms and further

subject to completion and amendment, and as supplemented and/or varied by the provisions of the applicable Issue Terms. References to a particularly numbered Master Condition shall be construed as a reference to the Master Condition so numbered in the Master Terms and Conditions.

*To the extent that the Notes are represented by a Global Note or Global Certificate, as the case may be, the Terms and Conditions shall be as defined above but as completed, amended, supplemented and/or varied by the terms of the Global Note or Global Certificate, as the case may be. See the section of this Offering Circular headed "Summary of Provisions Relating to the Notes while in Global Form" for a description thereof.*

**"Tranche"** means, a tranche of Notes which form part of the same Series as Notes comprised in another Tranche.

**"Transaction Document"** means, in respect of the Notes, each of the Security Document(s), the Series Instrument, the Agency Agreement, the Dealer Agreement, the Swap Agreement and any other agreement specified as such in the applicable Issue Terms.

**"Transaction Party"** means each party to a Transaction Document other than the Issuer and any other person specified as a Transaction Party in the applicable Issue Terms.

**"Transaction Security"** means, in respect of a Series of Notes, the security constituted by the Trust Deed and any other Security Document for such Series of Notes.

**"Transfer Agents"** has the meaning given to it in the recitals to these Master Terms and Conditions.

**"Trust Deed"** has the meaning given to it in the recitals to these Master Terms and Conditions.

**"Trustee"** means Citicorp Trustee Company Limited or such other entity as is specified in the applicable Issue Terms as initial trustee, but which definition shall include all persons for the time being acting as the trustee or trustees under the Trust Deed.

**"Trustee Application Date"** means each date on which the Trustee determines to apply the Liquidation Proceeds in accordance with the Conditions and the provisions of the Trust Deed.

**"Value of the Original Collateral"** means, in respect of any day, (i) prior to the scheduled maturity of the Original Collateral in accordance with its terms and conditions, the value of the Original Collateral determined by the Calculation Agent in a commercially reasonable manner (together with the amount of any redemption proceeds received by the Issuer in respect thereof) as at such day and (ii) on or following the date on which the Original Collateral is redeemed at its scheduled maturity in accordance with its terms, an amount equal to the redemption proceeds paid in respect thereof (the **"Original Collateral Proceeds"**), provided that where all or part of such value of the Original Collateral Proceeds are not denominated in the Base Currency, such amount (or each such part thereof, as the case may be) shall be converted into the Base Currency at a rate determined by the Calculation Agent to be representative of the spot foreign exchange rates prevailing for sale of the relevant non-Base Currency and purchase of the Base Currency.

A **"Value Trigger Event"** shall occur on any day if the Value of the Original Collateral plus the Value Trigger Swap Gain (if any) or minus the Value Trigger Swap Loss (if any) is equal to or less than the Value Trigger Level.

**"Value Trigger Level"** has the meaning given to it in the applicable Issue Terms.

**“Value Trigger Swap Gain”** means, in respect of any day, (i) where the Value Trigger Swap Value would be payable to the Issuer, the absolute value of the Value Trigger Swap Value, or (ii) otherwise, zero.

**“Value Trigger Swap Loss”** means, in respect of any day, (i) where the Value Trigger Swap Value would be payable to the Swap Counterparty, the absolute value of the Value Trigger Swap Value, or (ii) otherwise, zero.

**“Value Trigger Swap Value”** means, in respect of any day, an amount determined by the Calculation Agent and expressed in the Base Currency that is equal to the Early Termination Amount (as defined in the Swap Agreement) of the Swap Agreement (but excluding any Unpaid Amounts relating to the Credit Support Balance of either the Issuer or the Swap Counterparty under the Credit Support Annex) that would be payable by the Issuer to the Swap Counterparty or by the Swap Counterparty to the Issuer, under the Swap Agreement, upon a termination of the Swap Agreement on such date. Such Early Termination Amount shall be determined on the basis that:

- (i) the Swap Counterparty is not the Affected Party;
- (ii) the Swap Counterparty’s claim to any Early Termination Amount payable by the Issuer shall be limited to the sum of the prevailing Value of the Original Collateral; and
- (iii) the Calculation Agent is the Determining Party and Section 6(e)(ii)(1) of the Swap Agreement applies but without reference to Section 6(e)(ii)(3) thereof.

## SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

### Initial Issue of Notes

If the Global Notes or the Global Certificates are stated in the applicable Issue Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the “**Common Depositary**”) or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relevant Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the applicable Issue Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

### Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system (“**Alternative Clearing System**”) as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

### Exchange

#### Temporary Global Notes

Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the applicable Issue Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “*Overview of*

*the Programme — Selling Restrictions*”), in whole, but not in part, for the Definitive Notes defined and described below; and

- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the applicable Issue Terms, for Definitive Notes.

### **Permanent Global Notes**

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not in part for Definitive Notes if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so.

In the event that a Permanent Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

### **Global Certificates**

If the Issue Terms state that the Notes are to be represented by a Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Master Condition 3(b) (*Transfers of Registered Notes*) may only be made in part:

- (i) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
- (ii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (i) above, the Registered Holder has given the Registrar not less than 30 days' notice at its Specified Office of the Registered Holder's intention to effect such transfer. Where the holding of Notes represented by a Global Certificate is only transferable in its entirety, the Certificate issued to the transferee upon transfer of such holding shall be a Global Certificate. Where transfers are permitted in part, Certificates issued to transferees shall not be Global Certificates unless the transferee so requests and certifies to the Registrar that it is, or is acting as a nominee for, Clearstream, Luxembourg, Euroclear and/or an Alternative Clearing System.

### **Delivery of Notes**

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note to or to the order of the Issuing and Paying Agent. In exchange for any Global Note, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or,

in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or, if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system.

In this Offering Circular, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

### **Exchange Date**

“**Exchange Date**” means, in relation to a Temporary Global Note, the first day following the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the Specified Office of the Issuing and Paying Agent is located.

### **Amendment to Conditions**

The Temporary Global Notes, Permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the Master Terms and Conditions as completed, amended, supplemented and/or varied by the applicable Issue Terms. The following is a summary of certain of those provisions:

### **Payments**

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and, in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments made to the holder of a NGN will discharge the Issuer’s obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the words “in the relevant place of presentation,” shall not apply in the definition of “business day” in Master Condition 10(g) (*Non-Business Days*).

All payments in respect of Registered Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment (the “**Record Date**”), where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.



## **Prescription**

Claims against the Issuer in respect of Notes that are represented by a Global Note will become void unless they are presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in the Conditions).

## **Meetings**

The holder of a Global Note or of the Notes represented by a Global Certificate shall for the purposes of a meeting of Noteholders be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes.

## **Cancellation**

Cancellation of any Note represented by a Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by a reduction in the nominal amount of the relevant Global Note.

## **Purchase**

Notes represented by a Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

## **NGN Nominal Amount**

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

## **Trustee's Powers**

In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to such Global Note or Registered Notes and may consider such interests as if such accountholders were the holders of the Notes represented by such Global Note or Global Certificate.

## **Amendments**

While any Global Note is held on behalf of, or any Global Certificate is registered in the name of any nominee for, a clearing system, for the purpose of determining whether a written resolution has been validly passed the Issuer and the Trustee shall be entitled to rely on consent or instructions given by accountholders in the clearing system with entitlements to such Global Note or Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on consent from or instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Issuer and the Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment and provided that reasonable steps shall include the obtaining of an undertaking from the accountholder and/or beneficiary, as applicable, that they will not transfer any or all of such holding prior to the earlier of (i) the effecting of such amendment and (ii) a specified long-stop date. Any

resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, “**commercially reasonable evidence**” includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream, Luxembourg’s Creation Online system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

### **Noteholder Settlement Option**

Where “Noteholder Settlement Option” is specified as being applicable in the applicable Issue Terms, the person appearing as the accountholder for Euroclear or Clearstream, Luxembourg or any relevant Alternative Clearing System shall, on behalf and in accordance with the directions of each person for whom such accountholder holds Notes and by giving the appropriate notice(s) through Euroclear or Clearstream, Luxembourg or any relevant Alternative Clearing System, elect on behalf of each such person which proportion of Notes attributable to such person shall receive an Early Cash Settlement Amount and which shall receive a Physical Settlement Amount; provided that (i) only one such election can be made per Note, (ii) the aggregate holding of Notes of each person for whom an accountholder holds Notes shall be treated as separate from any other person’s holding of Notes, (iii) any rounding required in determining the Early Cash Redemption Amount or Physical Redemption Amount as contemplated by the Conditions shall be determined based on each person’s proportion of Notes in respect of which it has elected to receive an Early Cash Redemption Amount or Physical Redemption Amount, as the case may be, and not on an individual Note basis or aggregated across persons and (iv) the requirement in Master Condition 8(l)(ii) to surrender relevant Notes or Certificates (as applicable) shall be satisfied by the presentation for endorsement or surrender of the Global Note or the Global Certificate (as applicable) to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to Noteholders for such purpose.

### **Notices**

So long as any Notes are represented by a Global Note or Global Certificate and such Global Note or Global Certificate (as applicable) is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Certificate (as applicable), except that if and for so long as the Notes are listed on a stock exchange, all notices to holders of the Notes will be published in accordance with the rules of such stock exchange. Any such notice shall be deemed to have been given to the holders of the Notes on the Reference Business Day immediately following the day on which the said notice was given to the relevant clearing system.

## **USE OF PROCEEDS**

The net proceeds of each issue of a Series of Notes will be used to purchase the Collateral in respect of such Series and/or enter into the Transaction Documents and/or to fund any initial payment obligations under any related Swap Agreement and/or in meeting certain expenses and fees payable in connection with the operations of the Issuer and the issue of any Notes.

## DESCRIPTION OF THE LUXEMBOURG COMPANY

The Company is a special purpose vehicle incorporated as a *société anonyme* (public limited liability company) under the laws of Luxembourg on 6 May 2016 for the purpose of issuing asset backed notes. The Company and its activities as a securitisation undertaking are subject to the Securitisation Law 2004.

The Company is registered with the RCS under number B206206. The registered office of the Company is at 6, rue Eugène Ruppert, L-2453 Luxembourg and its telephone number is +352 26 44 91.

### Share Capital and Shareholder

The authorised share capital and the issued share capital of the Company is EUR 31,000 divided into 31,000 Shares (as defined in the Articles) of EUR 1 each.

The Company has issued 31,000 Shares, all of which are fully paid and are held by Stichting Castle Bridges.

Stichting Castle Bridges is a foundation (*stichting*) incorporated under the laws of The Netherlands and is not owned or controlled by any person. Stichting Castle Bridges has no beneficial interest in and derives no benefit from its holding of the issued shares. It will apply any income derived by it from the Company solely for charitable purposes.

Stichting Castle Bridges's Deed of Incorporation (which includes its articles of association) contains certain provisions ensuring Stichting Castle Bridges does not abuse its position of control, including an express objects clause which stipulates that it exercises any and all rights attached to the shares of the Company in such a manner as to safeguard the interests of the Company and any and all persons concerned to the best of the foundation's ability, including in relation to any of the voting rights to the shares in the Company and to perform any and all acts that may be related, incidental or which may be conducive to safeguarding such interests.

### Business

So long as any of the Notes remain outstanding, the Company acting in respect of a specific Compartment (the "**Issuer**") will be subject to the restrictions set out in Condition 6 (*Restrictions*) for the Notes, the relevant Issue Deed and the Articles.

The preliminary expenses of the Company acting in its capacity as Issuer for establishing the Programme are payable by the Arranger.

The corporate purposes of the Company set out in the Articles are to enter into, perform and serve as a vehicle for any securitisation transactions as permitted under the Securitisation Law 2004. The Company may amongst other things, acquire or assume, directly or through another entity or vehicle, the risks relating to the holding or ownership of claims, structured deposits, receivables and/or other goods, structured products relating to commodities or assets (including securities of any kind), either movable or immovable, tangible or intangible, and/or risks relating to liabilities or commitments of third parties or which are inherent to all or part of the activities undertaken by third parties, by issuing securities of any kind whose value or return is linked to these risks.

The Company may assume or acquire these risks by acquiring, by any means, claims, deposits, receivables and/or other goods, structured products relating to commodities or assets, by guaranteeing the liabilities or commitments of third parties or by binding itself in any other way.

The Company may, within the limits of the Securitisation Law 2004, proceed, so far as they relate to securitisation transactions, to (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg

and foreign companies, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any other manner of stock, bonds, debentures, notes and other instruments or financial instruments of any kind (including notes or parts or units issued by Luxembourg or foreign mutual funds or similar undertakings and exchangeable or convertible securities) and receivables, claims or loans or other credit facilities and agreements or contracts relating thereto, and (iii) the ownership, administration and management of a portfolio of assets (including, among other things, the assets referred to in (i) and (ii) above).

The Company may, within the limits of the Securitisation Law 2004 and for as long as it is necessary to facilitate the performance of its corporate object, borrow in any form and enter into any type of loan agreement. The Company may issue instruments in the form of notes, bonds (including exchangeable or convertible notes and notes linked to an index or a basket of indices or shares), debentures, certificates, shares, beneficiary shares, warrants and any kind of debt or equity securities, including under one or more issuance programmes. The Company may lend funds including the proceeds of any borrowings and/or issues of notes, within the limits of the Securitisation Law 2004 and provided such lending or such borrowing relates to securitisation transactions, to its subsidiaries or affiliated companies or to any other company.

The Company may, within the limits of the Securitisation Law 2004, give guarantees and grant security over its assets in order to secure the obligations it has assumed for the securitisation of those assets or for the benefit of investors (including their trustee, agent, security agent or other representative, if any) and/or any issuing entity participating in a securitisation transaction of the Company. The Company may not pledge, transfer, encumber or otherwise create security over some or all of its assets or transfer its assets for guarantee purposes, unless permitted by the Securitisation Law 2004.

The Company may enter into, execute and deliver and perform any swaps, futures, forwards, derivatives, options, repurchase, stock lending and similar transactions for as long as such agreements and transactions are necessary to facilitate the performance of the Company's corporate object. The Company may generally employ any techniques and instruments relating to investments for the purpose of their efficient management, including, but not limited to, techniques and instruments designed to protect it against credit, currency exchange, interest rate risks and other risks.

The Company is entitled to create one or more compartments (representing the assets of the Company relating to an issue by an issuer of notes or otherwise necessary to attain its corporate object), in each case corresponding to a separate part of the Company's estate.

The descriptions above are to be understood in their broadest sense. The corporate object of the Company shall include any transaction or agreement which is entered into by the Company, provided it is not inconsistent with the foregoing stated purposes.

In general, the Company may take any controlling and supervisory measures and carry out any operation or transaction which it considers necessary or useful in the accomplishment and development of its corporate objects to the largest extent permitted under the Securitisation Law 2004.

### **Assets and Liabilities**

The Company has, and will have, no assets other than the sum of EUR 31,000 representing the issued and paid-up share capital and share premium, such fees (as agreed) per issue payable to it in connection with the issue of Notes or the purchase, sale or incurring of other obligations and any Collateral.

Save in respect of the fees paid to it in connection with each issue of Notes, any related profits and the proceeds of any deposits and investments made from such expenses or from amounts

representing the Company's issued and paid-up share capital and share premium, the Company will not accumulate any surpluses.

### Management and Supervisory Bodies

The directors of the Company are as follows:

Director	Principal outside activities	Business Address
Salvatore Rosato	Company director	6, rue Eugène Ruppert, L-2453 Luxembourg
Tomasz Bieniek	Company director	6, rue Eugène Ruppert, L-2453 Luxembourg
Paolo Perin	Company director	6, rue Eugène Ruppert, L-2453 Luxembourg

No corporate governance regime to which the Company would be subject exists in Luxembourg as at the date of this Offering Circular.

### Corporate Services Provider

Intertrust (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*) having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg and registered with the RCS under number B103123, acts as the corporate services provider of the Company (the "**Corporate Services Provider**").

The office of the Corporate Services Provider will serve as the registered office of the Company which is located at 6, rue Eugène Ruppert, L-2453 Luxembourg.

Pursuant to the terms of the corporate services agreement dated 13 May 2016 effective as of 6 May 2016 and entered into between Intertrust (Luxembourg) S.à r.l., Castle Bridges S.A. and Stichting Castle Bridges, the Corporate Services Provider will perform in Luxembourg certain administrative, accounting and related services. In consideration of the foregoing, the Corporate Services Provider will receive various fees payable to it by the Company at rates agreed upon from time to time.

The appointment of the Corporate Services Provider may be terminated by either the Company or the Corporate Services Provider upon not less than 90 days' prior written notice.

### Financial Statements

The financial year of the Company begins on 1 April of each year and ends on 31 March of the following year save that the first financial year started on the date of incorporation of the Company and ended on 31 March 2017.

In accordance with the Companies Law the Company is obliged to publish its annual accounts on an annual basis following approval of the annual accounts by the annual general meeting of its shareholders.

Since the date of incorporation, the Company only prepared the financial statements relating to its first financial year that have been approved by sole shareholder of the Company on 31 October 2017 and filed with the RCS on 2 November 2017. The audited financial statements as at 31 March 2017 of the Company are available free of charge from the registered office of the Company or the specified office of the Paying Agents in London and Luxembourg, as described in "General Information".

### Approved Statutory Auditors

The approved statutory auditors (*réviseurs d'entreprises agréés*) of the Company, the appointment of which has been renewed until the annual general meeting of shareholders to be held in 2018 by a resolution of the Board dated 30 October 2017, are PricewaterhouseCoopers, *Société coopérative*, whose address is at 2, rue Gerhard Mercator L-2182 Luxembourg and who belong to the Luxembourg institute of auditors (*Instituts des réviseurs d'entreprises*).

According to the Securitisation Law 2004, they shall inform the Board of any irregularities and inaccuracies which they detect during the performance of their duties.

## DESCRIPTION OF THE SWAP COUNTERPARTY

Macquarie Bank International Limited (“**MBIL**”, or the “**Swap Counterparty**”) with company number 06309906 was incorporated in England and Wales under the Companies Act 1985 on 11 July 2007. Its registered office and principal place of business is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD with telephone number +44 20 3037 2000.

MBIL is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. MBIL is a credit institution and is authorised to provide regulated products and services.

### Organisation Structure and Shareholder

MBIL is a private company limited by shares, wholly owned by Macquarie Holdings (UK) No. 1 Limited which is a wholly owned subsidiary of Macquarie Bank Limited (“**MBL**”), London Branch. MBL, London Branch is wholly owned by Macquarie B.H. Pty Ltd, which is in turn ultimately, wholly owned by Macquarie Group Limited (“**MGL**”), a company incorporated in Australia and whose shares are listed on the Australian Securities Exchange.

### Business

MBIL’s principal activity is to act as a licensed banking entity, including the trading of derivative instruments linked to interest rates, foreign exchange and commodity markets. Transactions between MBIL, MBL and other group entities are made on an arm’s length basis and on normal commercial terms. Under English law, when acting as directors of MBIL, the directors are required to act in accordance with the best interests of MBIL. In order to minimise the risk of any abuse of control with the group, all members of the Macquarie Group of Companies are required to operate in accordance with the Macquarie Group wide risk management framework.

### Management

The Directors of MBIL are as follows:

David Fass, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD

Paul Plewman, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD

Timothy Wade, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD

Andrew Williams, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD

George Alford, 28 Ropemaker Street, London EC2Y 9HD

The Company Secretary is:

Helen Everitt, Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD

### Historical Financial Information

Set out below is a summary of the financial data for MBIL for the financial years ended 31 March 2017 and 31 March 2016, which is derived from, and should be read in conjunction with MBIL’s Annual Report and Financial Statements for these periods which are incorporated herein by reference.

This financial information has not been prepared in accordance with the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1602/2002. There



may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information.

The financial information has been prepared under the historical cost convention modified by the revaluation to fair value of certain positions, and in accordance with applicable accounting standards (United Kingdom Generally Accepted Accounting Practices) and with the Companies Act 2006.

	<b>2017</b>	<b>2016</b>
	<b>£'000</b>	<b>£'000</b>
Interest receivable and similar income	20,595	19,461
Interest payable and similar charges	(17,933)	(15,198)
Net interest income	2,662	4,263
Fee and commission income	23,092	17,666
Fee and commission expense	(16,882)	(12,150)
Net fee and commission income / (expense)	6,210	5,516
Other operating income and charges	10,018	3,283
Total operating income	18,890	13,062
Administrative expenses	(7,130)	(10,031)
Impairment charge on investment in subsidiaries	-	(2,561)
Total operating expenses	(7,130)	(12,592)
Profit on ordinary activities before taxation	11,760	470
Tax on profit on ordinary activities	(479)	279
Profit / (loss) for the financial year	11,281	749
Profit / (loss) attributable to ordinary equity holders of Macquarie Bank International Limited	11,281	749

**Approved Statutory Auditors**

The statutory auditors of MBIL as of the date of this Offering Circular are PricewaterhouseCoopers LLP, Chartered Accountants and Statutory Auditors. PricewaterhouseCoopers LLP audited MBIL's accounts for the financial year ending 31 March 2017 in accordance with International Standards on Auditing (UK and Ireland), without qualification.

Further details on the scope of the audit of financial statements can be found within the full version of the statutory auditor's report in the Annual Report and Financial Statements of MBIL for the financial year ending 31 March 2017 which is incorporated herein by reference.

### **Trend Information**

There has been no material adverse change in the prospects of MBIL since the date of its last published audited financial statements (such date being 31 March 2017).

### **Profit Estimate**

MBIL does not make profit forecasts or estimates.

### **Litigation**

MBIL is not involved in any material governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which MBIL is aware) during the 12 months preceding the date of this Offering Circular which may have or have in such period have had a significant effect on the financial position or profitability of MBIL.

### **Material Contracts**

There are no material contracts that are not entered into in the ordinary course of MBIL's business which could result in MBIL or any entity within the Macquarie Group being under an obligation or entitlement that is material to MBIL's ability to meet its obligations to the Issuer.

### **Documents on Display**

MBIL's Certificate of Incorporation, Certificates of Incorporation on change of name, Articles of Association and, Annual Report and Financial Statements may, upon request, be inspected at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD.

## **ORIGINAL COLLATERAL**

The Original Collateral in respect of a Series of Notes will be as specified in the applicable Issue Terms.

## THE SWAP AGREEMENT

*The following applies only in relation to Notes in connection with which there is a Swap Agreement in respect of which Macquarie Bank International Limited is the Swap Counterparty. If in respect of a Series where Macquarie Bank International Limited is not the Swap Counterparty, the applicable Alternative Drawdown Document will specify which Swap Agreement applies.*

### General

In connection with the issue of the Notes, the Issuer may enter into an ISDA 2002 ISDA Master Agreement together with a Schedule thereto (the “**ISDA Master Agreement**”) with a counterparty (the “**Swap Counterparty**”) and may also enter into a credit support annex to the Schedule to the ISDA Master Agreement in the form of the Credit Support Annex (Bilateral Form – Transfer) (the “**Credit Support Annex**”). The Credit Support Annex (if any) will supplement, form part of, and be subject to, the ISDA Master Agreement and will form part of the Schedule thereto (the ISDA Master Agreement as supplemented by the Credit Support Annex (if any) the “**Master Agreement**”). For the purposes of the ISDA Master Agreement, the credit support arrangements set out in the Credit Support Annex (if any) will constitute a transaction for the purposes of the ISDA Master Agreement (for which purposes the Credit Support Annex will constitute the confirmation). In connection with the issue of a Series of Notes, the Issuer may enter into a transaction under the ISDA Master Agreement (the “**Swap Transaction**”, and the confirmation evidencing such transaction together with the Master Agreement, the “**Swap Agreement**”). Any Swap Agreement will be governed by the laws of England and Wales.

Except as provided in the Trust Deed, the terms of a Swap Agreement may not be amended without the consent of the Trustee and, in respect of a material change only, the Noteholders themselves. The Trustee can agree, without the consent of the Noteholders, to any modification which is, in its opinion, of a formal, minor or technical nature or to correct a manifest error. The Trustee may (subject to limits set out in the Trust Deed) also agree to any modification that is in its opinion not materially prejudicial to the interests of the Noteholders,

Set out below are summaries of certain provisions of the Swap Agreement (and should be construed as such) that will be applicable if the Swap Counterparty is Macquarie Bank International Limited.

### Payments

The Swap Agreement sets out certain payments to be made from the Issuer to the Swap Counterparty and vice versa. Payments by the Issuer under the Swap Agreement will be limited recourse obligations and will be funded from sums received (i) on the issue of the relevant Notes and/or (ii) in respect of the Collateral (if any) relating to such Notes.

The payments required between the Issuer and the Swap Counterparty under the Swap Agreement are designed to ensure that following the making of such payments the Issuer will have such funds, when taken together with remaining amounts available to it from the issue of the relevant Notes and/or received in respect of the Collateral (if any) relating to such Notes, as are necessary for it to meet its obligations under such Notes and the related Transaction Documents. Such obligations may include, without limitation, its obligation:

- (i) to pay the purchase price for the Collateral (if any) relating to the relevant Series of Notes; and/or
- (ii) to make payments of any Interest Amount (or any other amount payable by it by way of interest), Instalment Amount and Final Redemption Amount.

The exact payments due under the Swap Agreement for a particular Series will vary from Series to Series depending on the terms of the relevant Series. The exact payments will be agreed between the Issuer and the Swap Counterparty at the time of entry into of the relevant Swap Agreement. There is no restriction upon the payments that may be agreed. In addition, Collateral may be

transferable to or from the Issuer under the Credit Support Annex. As with respect to payments under the Swap Agreement, the provisions of the Credit Support Annex will be agreed between the Issuer and the Swap Counterparty at the time of entry into of the relevant Swap Agreement. There is no restriction upon the provisions that may be agreed under the Credit Support Annex.

## **Events of Default**

The Swap Agreement provides for certain “Events of Default” (as defined in the Swap Agreement) relating to the Issuer and the Swap Counterparty, the occurrence of which may lead to a termination of the Swap Agreement.

The Events of Default which relate to the Issuer are limited to:

- (i) failure by the Issuer to make, when due, any payment or delivery under the Swap Agreement required to be made by it if not remedied within the time period specified therein;
- (ii) certain breaches by the Issuer of its obligations under the Swap Agreement which are not following notice of such failure remedied with the time period specified therein;
- (iii) the Issuer disaffirming, disclaiming, repudiating or rejecting, in whole or in part, or challenging the validity of the Swap Agreement, any relevant Confirmation or Swap Transaction;
- (iv) certain representations made by the Issuer in the Swap Agreement proving to be incorrect or misleading in any material respect when made or repeated;
- (v) certain bankruptcy events relating to the Issuer; and
- (vi) the Issuer consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets to, or reorganising, reincorporating or reconstituting into or as, another entity in circumstances where the resultant, surviving or transferee entity fails to assume all the obligations of the Issuer under the Swap Agreement.

The Events of Default which relate to the Swap Counterparty are limited to:

- (i) failure by the Swap Counterparty to make, when due, any payment or delivery under the Swap Agreement required to be made by it if not remedied within the time period specified therein;
- (ii) certain breaches by the Swap Counterparty of its obligations under the Swap Agreement which are not following notice of such failure remedied within the time period specified therein;
- (iii) the Swap Counterparty disaffirming, disclaiming, repudiating or rejecting, in whole or in part, or challenging the validity of the Swap Agreement, any relevant Confirmation or Swap Transaction;
- (iv) certain representations made by the Swap Counterparty in the Swap Agreement proving to be incorrect or misleading in any material respect when made or repeated;
- (v) certain bankruptcy events relating to the Swap Counterparty; and
- (vi) the Swap Counterparty consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets to, or reorganising, reincorporating or reconstituting into or as, another entity in circumstances where the resulting, surviving or transferee entity fails to assume all the obligations of the Swap Counterparty under the Swap Agreement.

Upon the occurrence of an Event of Default under the Swap Agreement, the non-defaulting party may deliver a notice of termination designating an Early Termination Date in respect of all outstanding Swap Transactions under the Swap Agreement.

### **Termination Events**

The Swap Agreement provides for certain “Termination Events” (as defined in the Swap Agreement) the occurrence of any of which may lead to termination of all outstanding Swap Transactions under the Swap Agreement. These include:

- (i) the occurrence of certain illegality and force majeure events;
- (ii) if sums paid or received under the relevant Swap Transaction(s) are subject to a withholding or a deduction on account of tax and such withholding or deduction arises as a result of a change in tax law or as a result of any action taken by a taxing authority or a court after the entry into of the relevant Swap Transaction(s);
- (iii) if sums paid or received under the relevant Swap Transaction(s) are subject to a withholding or a deduction on account of tax as a result of certain merger events with respect to the Issuer or the Swap Counterparty;
- (iv) the occurrence of an Original Collateral Default;
- (v) the Notes being subject to an early redemption (other than where such early redemption is itself caused by a termination of the Swap Agreement);
- (vi) the Issuer failing to give an Early Redemption Notice to Noteholders when required to do so pursuant to the Conditions;
- (vii) the Issuer being required to make any deduction or withholding on account of FATCA in respect of any payment due from it to the Swap Counterparty under the Swap Agreement;
- (viii) any Transaction Document relating to the relevant Series of Notes is amended or waived without the Swap Counterparty's prior written consent, such that the Swap Counterparty would, immediately after such amendment or waiver, be required to pay more or receive less under the Swap Agreement on any following payment date than would otherwise have been the case immediately prior to such amendment or waiver; and
- (ix) the rights of the Swap Counterparty are contractually subordinated to any other Secured Creditor, or the Issuer breaches certain covenants set out in the Trust Deed.

The occurrence of the events described in paragraphs (i) to (iii) above will entitle the Issuer or the Swap Counterparty, depending on who is the “Affected Party” (as such term is defined in the Swap Agreement), to terminate the Swap Agreement and the occurrence of the events described in (iv) to (ix) above will entitle the Swap Counterparty to terminate the Swap Agreement.

### **Early Termination Amount**

In connection with any “Early Termination Date” (as defined in the Swap Agreement), either the Swap Counterparty or the Issuer will be required to determine the “Early Termination Amount” (as defined in the Swap Agreement) under the Swap Agreement and whether such amount is payable from the Issuer to the Swap Counterparty or vice versa. Which of the Swap Counterparty or the Issuer determines the Early Termination Amount will depend on the reason for the termination of the Swap Agreement. Where the termination is as a result of an Event of Default, it will be the non-defaulting party who makes the determination. Where the termination is as a result of a Termination Event, the

Swap Agreement will specify for each event which of the parties will make such determination (or, in certain circumstances, that both parties will make such determination).

The Early Termination Amount is calculated by reference to the costs that would be incurred by the party making the calculation in replacing (or providing the economic equivalent of) the rights and obligations that have been terminated, or the gain that would be made in so doing (referred to in the Swap Agreement as the "Close-out Amount") and taking into account the value of any collateral posted between the parties pursuant to any Credit Support Annex to the Swap Agreement.

Under the Agency Agreement, where the Issuer is the party required to make the calculation of the Close-out Amount, the Calculation Agent has agreed to make the requisite calculation on behalf of the Issuer. If a Calculation Agent Bankruptcy Event occurs in such circumstances, there may be a delay in the determination of the Close-out Amount (and, as a result, in the payment of the Early Termination Amount) pending appointment of a replacement Calculation Agent as provided in the Conditions.

The termination currency in respect of a Swap Agreement will be the currency in which the relevant Series to which such Swap Agreement relates is denominated.

## SECURITY ARRANGEMENTS

The security in relation to any Series of Notes issued by the Issuer may include the grant by the Issuer of an English law charge over the Collateral.

The fixed charge over the Collateral which may be held by or through the Custodian through Euroclear and/or Clearstream, Luxembourg and/or an alternative clearing system (each, a “**clearing system**”) is intended to create a property interest in the Collateral in favour of the Trustee to secure the Issuer’s liabilities. However, where the Collateral is held through a clearing system, neither the Issuer nor the Custodian is the legal owner of the physical collateral itself but instead they merely have interests in that physical collateral. As between the Issuer and the Custodian, such interests arise from the Agency Agreement. In turn, the Custodian will have rights either against an intermediary or against the relevant clearing system as an accountholder in that clearing system; the clearing system will have rights against the common depositary and the common depositary will have rights against the issuer of the Collateral. As a result, where Collateral is held in a clearing system, the security constituted by the Trust Deed will take the form of an assignment of the Issuer’s rights against the Custodian under the Agency Agreement, rather than a charge over the Collateral itself.



## TAXATION

Prospective investors should consult their professional advisers on the possible tax consequences of buying, holding or selling any Notes under the laws of their country of citizenship, residence or domicile.

### LUXEMBOURG TAX CONSIDERATIONS

#### Luxembourg Taxation

***The following overview is of a general nature. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.***

#### Taxation of the Issuer

The Company will be considered a fiscal resident of Luxembourg both for purposes of Luxembourg domestic tax law and for purposes of the tax treaties entered into by Luxembourg and should therefore be able to obtain a residence certificate from the Luxembourg tax authorities.

The Company will be liable for Luxembourg corporation taxes. The standard applicable rate in Luxembourg city, including corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) and employment fund's contribution (*contribution au fonds pour l'emploi*), is 27.08 per cent. for the fiscal year ending 31 December 2017 (26.01 per cent. for 2018). Liability for such corporation tax extends to the Company's worldwide profits including capital gains, subject to the provisions of any relevant double taxation treaty. The taxable income of the Company is computed by application of all rules of the Luxembourg income tax law of 4 December 1967, as amended (*loi concernant l'impôt sur le revenu*), as commented and currently applied by the Luxembourg tax authorities.

Under certain conditions, dividends received by the Company from qualifying participations and capital gains realised by the Company on the sale of qualifying participations may be exempt from Luxembourg corporation taxes under the Luxembourg participation exemption. The Company may further deduct from its taxable profits firm commitments by the Company assumed in relation to Noteholders and any other creditor including interest payments made to Noteholders. For tax purposes, payments made by the Issuer or the Company (as appropriate) to Noteholders are always treated as interest.

A fixed registration duty (*droit fixe spécifique d'enregistrement*) of EUR 75 is payable at the moment of the amendment of the articles of association of the Company. The transfer or sale of securities of the Issuer or the Company (as appropriate) will not be subject to Luxembourg registration or stamp duty.

Further to the Luxembourg law of 18 December 2015 introducing changes to the Luxembourg corporate income tax and net wealth tax aspects, as amended, the Company should be subject to minimum net wealth tax ("**NWT**"), depending on the composition of its assets.

Indeed, if more than 90 % of its total balance sheet assets qualify within the accounts 23, 41, 50 and 51 of the Luxembourg general accounting plan of 10 June 2009, which in broad terms are qualifying financial assets, and the total balance sheet exceeds EUR 350,000, then the Company should be liable to a minimum NWT of EUR 4,815.

If such criterion is not fulfilled, a second criterion determines a minimum NWT, depending on the total amount of the balance sheet, which ranges between EUR 535 to EUR 32,100 (including employment fund's contribution).

## Taxation of the Noteholders

### Withholding tax

#### (i) Non-resident Noteholders

Under Luxembourg general tax laws currently in force mentioned below, there is no withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident Noteholders.

#### (ii) Resident Noteholders

Under Luxembourg general tax laws currently in force and subject to the Luxembourg law of 23 December 2005 introducing final withholding tax on certain interest deriving from savings income, as amended (the “**RELIBI Law**”) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident Noteholders.

Under the RELIBI Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20 per cent. (the “**20 per cent. Withholding Tax**”).

Responsibility for the withholding of such tax will be assumed by the Luxembourg paying agent.

An individual beneficial owner of interest or similar income (within the meaning of the RELIBI Law) who is a resident of Luxembourg and acts in the course of the management of his private wealth may opt for a final tax of 20 per cent. (the “**20 per cent. Self-applied Tax**”) when he receives or is deemed to receive such interest or similar income from a paying agent established in another EU Member State (other than Luxembourg), or in a State of the European Economic Area (other than an EU Member State).

If such an option is exercised by an individual Noteholder for a fiscal year, that option is irrevocable for that individual Noteholder for that fiscal year, and makes that individual responsible for applying and paying such withholding tax in respect of interest he/she receives on Notes. For the above purposes, the “paying agent” under the RELIBI Law is the economic operator which pays interest or allocates the payment of the interest to the immediate benefit of the beneficial owner – i.e. the last person in the payment chain before the Luxembourg resident individual.

If the above withholding tax applies to interest on Notes received by a Luxembourg resident individual as income from their private wealth, the withholding tax is a final tax which fully discharges any Luxembourg income tax liability of that individual in relation to that interest. Additionally, such a Luxembourg individual may be entitled to the refund of such withholding tax from the Luxembourg tax authorities if they are entitled to exemption from or a reduced rate of Luxembourg tax on interest under the terms of a double tax treaty.

Luxembourg resident individual Noteholders receiving interest on Notes as business income must include the interest in their taxable income, but the 20 per cent. Luxembourg tax already withheld is creditable against their final income tax liability in respect of that interest.

### Income Taxation

#### (i) Non-resident Noteholders

A non-resident Noteholder, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on

interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident Noteholder on the sale or disposal, in any form whatsoever, of the Notes is further not subject to Luxembourg income tax.

A non-resident Noteholder acting in the course of the management of professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever of the Notes.

## **(ii) Resident Noteholders**

Noteholders which/who are tax residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

### *Luxembourg resident corporate Noteholder*

A corporate Noteholder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate Noteholder that is governed (i) by the Luxembourg law of 11 May 2007 on family estate companies, as amended; (ii) by the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended; (iii) by the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; (iv) or it is a Noteholder subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds not investing in risk capital, will not be subject to any Luxembourg income tax in respect of interest received or accrued on the Notes, or on gains realised on the sale or disposal, in any form whatsoever, of Notes.

### *Luxembourg resident individual Noteholder*

An individual Noteholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gain corresponding to accrued but unpaid interest in respect of the Notes in his taxable income, except if withholding tax has been levied on such payments in accordance with the RELIBI Law.

Under Luxembourg domestic tax law, gains realised by a Luxembourg resident individual Noteholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, on the sale or disposal, in any form whatsoever, of Notes are not subject to Luxembourg income tax, provided this sale or disposal took place six months after the acquisition of the Notes.

However, any portion of such gain corresponding to accrued but unpaid interest income as well as any interest, redemption premium or issue discount received under the Notes is subject to the 20 per cent. Withholding Tax or the 20 per cent. Self-applied Tax if the Luxembourg resident individual holder of the Notes has opted for the latter.

An individual Noteholder acting in the course of the management of professional or business undertaking must include this interest in its taxable basis.

## **Net wealth tax**

A corporate Noteholder, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg NWT on such Notes, except if the holder of the Notes is governed by (i) the Luxembourg law of 11 May 2007 on family estate management companies, as amended; (ii) by the Luxembourg law of 17 December 2010 on undertakings for collective investment;

(iii) by the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; (iv) by the Luxembourg law of 22 March 2004 on securitisation, as amended; (v) by the Luxembourg law of 15 June 2004 on venture capital vehicles; or (vi) it is Noteholder that is subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds.

However, (i) securitisation companies governed by the Luxembourg law of 22 March 2004, as amended; (ii) risk capital companies governed by the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended; (iii) professional pension institutions in the form of variable capital companies (*sociétés d'épargne-pension à capital variable* - SEPCAVs) or associations (*associations d'épargne-pension* - ASSEPs) governed by the Luxembourg law of 13 July 2005 on institutions for occupational retirement provision in the form of pension savings companies with variable capital and pension savings associations, as amended; and (iv) reserved alternative investment funds under the form of corporations which invest in risk capital, subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds, should fall within the scope of the minimum NWT, which may vary depending on the total amount and type of assets held. Such minimum NWT may either amount to EUR 4,815 or range between EUR 535 and EUR 32,100 (as explained above).

An individual holder of Notes, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg NWT on such Notes.

### **Other taxes**

Under present Luxembourg tax law, in the case where a Noteholder is a resident for tax purposes of Luxembourg at the time of his death, the Notes are included in his taxable estate, for inheritance tax purposes and gift tax may be due on a gift or donation of Notes, if the gift is recorded in a Luxembourg deed.]

## **UNITED KINGDOM TAX CONSIDERATIONS**

The following is a general summary of the Issuer's understanding of certain aspects of current United Kingdom law and published HM Revenue & Customs ("HMRC") practice relating to certain aspects of United Kingdom taxation. It applies only to persons who are the absolute beneficial owners of Notes and related Coupons and may not apply to certain classes of persons, such as dealers and persons connected with the Issuer, to whom special rules may apply.

**Prospective Noteholders who are in any doubt as to their tax position or who may be subject to tax in any jurisdiction other than the United Kingdom should seek independent professional advice without delay.**

### **Withholding tax on payments under the Notes**

The Issuer may make payments in respect of the Notes without deduction or withholding for or on account of United Kingdom tax where such payments do not have a "United Kingdom source". Interest on Notes may have a United Kingdom source ("**UK Interest**") depending upon the circumstances; for example interest on Notes secured on assets situated in the United Kingdom may have a United Kingdom source.

Payments of UK Interest made in respect of Notes which carry a right to interest and are listed on a "recognised stock exchange" within the meaning of section 1005 Income Tax Act 2007 (the "**ITA 2007**") may be made without withholding or deduction for or on account of United Kingdom income tax.

Section 1005(3) of the ITA 2007 provides that securities will be listed on a recognised stock exchange if (and only if) they are admitted to trading on that exchange, and either they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000) or they are officially listed, in accordance with provisions corresponding to those generally

applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange. The Global Exchange Market of the Irish Stock Exchange plc is a recognised stock exchange. Accordingly, provided Notes are and remain admitted to trading on the Global Exchange Market of the Irish Stock Exchange plc, and are and remain officially listed as described above, the Issuer is entitled to make payments of interest on such Notes without deduction for or on account of United Kingdom income tax.

In cases falling outside the exemptions described above, UK Interest on Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

If Notes are issued at a discount to their principal amount, any such discount element is not subject to any United Kingdom withholding tax. If Notes are redeemed at a premium to principal amount (as opposed to being issued at a discount) then, depending on the circumstances, such premium may constitute a payment of interest for United Kingdom tax purposes and hence be subject to the United Kingdom withholding tax rules outlined above.

## AUSTRALIAN TAX CONSIDERATIONS

*The following is a general summary of certain Australian withholding tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “**Australian Tax Act**”), the Taxation Administration Act 1953 of Australia (“**TAA**”) and any relevant regulations, rulings or judicial or administrative pronouncements, at the date of this Offering Circular. It is a summary of certain Australian tax consequences that could apply in relation to the Notes issued under the Programme.*

*This summary applies to (1) residents of Australia for tax purposes, and (2) non-residents that acquire Notes in carrying on a business at or through a permanent establishment in Australia (together, “**Australian Noteholders**”).*

*It is not exhaustive and should be treated with appropriate caution. It does not deal with the position of certain classes of Australian Noteholders (including dealers in securities, custodians or other third parties who hold Notes on behalf of other persons). In addition, unless otherwise stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Notes through Euroclear, Clearstream, Luxembourg or another clearing system. It also assumes that no Notes will be issued in connection with a permanent establishment of the Luxembourg Company in Australia. Prospective Australian Noteholders should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that and other Series of Notes.*

*This summary is not intended to be, nor should it be construed as legal or tax advice to any particular investor. Prospective Australian Noteholders should consult their professional advisers on the tax implications of an investment in the Notes for their particular circumstances.*

Under Australian laws as presently in effect:

- (a) *income tax - Australian Holders that are residents of Australia for tax purposes -* Australian Noteholders will be assessable for Australian income tax purposes on income, either received or accrued, due to them in respect of the Notes. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Australian Noteholder and the terms and conditions of the Notes (including whether the Australian Noteholder is subject to the Taxation of Financial Arrangement (“**TOFA**”) provisions).
- (b) *gains on disposal of Notes -* Australian Noteholders will be required to include any gain or loss on disposal of the Notes in their taxable income. The manner in which such gains or losses are recognised will depend upon the particular status of the

Australian Noteholder including whether they are subject to the TOFA provisions.

- (c) *interest withholding tax* - As the Notes will be issued by the Luxembourg Company, there would be no liability for Australian interest withholding tax on the payment of principal and interest on the Notes to Australian Noteholders.
- (d) *foreign income tax offset* - In the event that the Luxembourg Company is required to withhold or deduct from payments to an Australian Noteholder, an Australian foreign income tax offset may be available to the Australian Noteholder in respect of such withholding, subject to certain conditions being satisfied.
- (e) *death duties* - no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death.
- (f) *stamp duty and other taxes* - no *ad valorem* stamp, issue, registration or similar taxes are payable in any Australian State or Territory on the issue or the transfer of any Notes.
- (g) *TFN withholding taxes and Supply withholding tax* - payments in respect of the Notes can be made free and clear of the any withholding under either section 12-140 or section 12-190 of Schedule 1 to the TAA.
- (h) *goods and services tax ("GST")* - none of the issue or receipt of the Notes, the payment of principal or interest by the Luxembourg Company nor the disposal of the Notes will give rise to any GST liability in Australia.

## THE FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Luxembourg Company is, and each Luxembourg Issuer may become, registered with the U.S. Internal Revenue Service as a reporting foreign financial institution for these purposes.

A number of jurisdictions (including Luxembourg) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019 and Notes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer) and/or characterised as equity for U.S. tax purposes. However, if additional notes (as described under "Master Terms and Conditions – Further Issues") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event that any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

## SUBSCRIPTION AND SALE

### Summary of Dealer Agreement

Subject to the terms and conditions contained in the dealer agreement (constituted by the execution of the Series Instrument) (the “**Dealer Agreement**”), the Notes may be sold to Macquarie Bank Limited, London Branch or any further financial institution appointed as dealer under the Dealer Agreement (together, the “**Dealers**”), who shall act as principals in relation to such sales. The Dealer Agreement also provides for Notes to be issued in Series or Tranches which are jointly and severally underwritten by two or more Dealers.

The Issuer may pay a Dealer a commission as agreed between the Issuer and a Dealer in respect of the Notes subscribed by it.

By entering into the relevant Dealer Agreement the Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement may be terminated in relation to all the Dealers or any of them by the Issuer or, in relation to itself and itself only, by any Dealer, at any time on giving not less than ten days’ notice.

The Dealers may sell Notes to subsequent purchasers in individually negotiated transactions at negotiated prices, which may vary among different purchasers and which may be greater or less than the Issue Price of the Notes.

### Selling Restrictions

#### United States

The Notes have not been and will not be registered under the Securities Act, as amended, and may not be offered, sold or delivered at any time within the United States or to, or for the account or benefit of (a) any U.S. person or (b) any person who comes within any definition of U.S. person for the purposes of the United States Commodity Exchange Act of 1936 (the “**CEA**”), or any rule, guidance or order proposed or issued by the U.S. Commodity Futures Trading Commission (the “**CFTC**”) thereunder (including but not limited to any person who is not a “**Non-United States person**” under CFTC Rule 4.7(a)(iv) (excluding for purposes of CFTC Rule 4.7(a)(iv)(D) the exception for qualified eligible persons who are not “**Non-United States persons**”)) (each such person, a “**U.S. Person**”). Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has represented and agreed that it has not offered, sold or delivered and will not offer, sell or deliver the Notes within the United States or to, or for the account or benefit of, U.S. persons at any time. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States in reliance on Regulation S.

### Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, 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 which are the subject of the offering contemplated by this Offering Circular as completed by the Issue Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression “**an offer of 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 the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive), and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

## **United Kingdom**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) 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 2000 (“**FSMA**”) by the Issuer;
- (ii) 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 FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## **Australia**

No prospectus or other disclosure document, nor any product disclosure statement, (each as defined in the Corporations Act 2001 (Cth) (“**Corporations Act**”)) in relation to the Programme or any Notes has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, unless the any applicable Issue Terms (or the applicable Alternative Drawdown Document issued in respect of the issue of Notes to which it relates or a relevant supplement to this Offering Circular) otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any Notes in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Offering Circular or any other offering material or advertisement relating to any Notes in Australia,

unless

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in other currencies and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act;
- (ii) such action complies with all applicable laws, regulations and directives in Australia (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act);
- (iii) the offer or invitation does not constitute an offer or invitation to a person who is a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

## **General**

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the applicable Alternative Drawdown Document issued in respect of the issue of Notes to which it relates or in a supplement to this Offering Circular.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Offering Circular or any other offering material or any applicable Issue Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Offering Circular, any other offering material or any applicable Issue Terms and neither the Issuer nor any other Dealer shall have responsibility therefor.

## GENERAL INFORMATION

- (i) This Offering Circular was presented to the Board of the Luxembourg Company and approved by a resolution of the Board of the Luxembourg Company passed on 22 March 2018. The issue of each Series of Notes issued by a Luxembourg Issuer and each creation of a Compartment will be authorised by a separate resolution of the Board of the Luxembourg Company.
- (ii) There has been no significant change in the financial or trading position of the Luxembourg Issuer, and no material adverse change in the financial position or prospects of the Issuer in each case, since 31 March 2017, being the date of its last annual audited financial statements.
- (iii) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had since the date of its incorporation, a significant effect on the financial position or profitability of the Issuer.
- (iv) Each Bearer Note having a maturity of more than one year, Receipt and Coupon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
- (v) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the applicable Issue Terms.
- (vi) The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Issue Terms.
- (vii) Where information in this Offering Circular has been sourced from third parties this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (viii) The issue price and the amount of the relevant Notes will be determined, before filing of the applicable Issue Terms of each Tranche, based on then prevailing market conditions.
- (ix) For the life of these Base Listing Particulars (in respect of sub-paragraphs (a) to (f) and for so long as any listed Note remains outstanding, from the date of the relevant document (in respect of sub-paragraph (i)), copies of the following documents will be available in printed form free of charge, during the hours between 9.00 a.m. and 5.00 p.m. (with respect to the location of the relevant offices specified below) on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Issuer and at the Specified Office of the Issuing and Paying Agent:
  - (a) the documents comprising the Agency Agreement;
  - (b) the articles of incorporation of the Luxembourg Company;
  - (c) a copy of this Offering Circular together with any supplement to this Offering Circular;

- (d) each applicable Issue Terms (save that Issue Terms relating to a Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer and the Issuing and Paying Agent as to its holding of such Note and identity) and each subscription agreement (if any) and the documents comprising the Trust Deed, Swap Agreement and Agency Agreement for Notes which are listed on the Official List and admitted to trading on GEM or any other stock exchange;
- (e) copies of the latest annual report and accounts of the Issuer. The Issuer does not publish interim accounts; and
- (f) such other documents as may be required by the rules of any stock exchange on which any Note is at the relevant time listed.
- (x) The Issuer does not intend to provide post-issuance information regarding Notes to be listed on a stock exchange or, where applicable, performance of the Original Collateral.
- (xi) Any websites included in the Offering Circular are for information purposes only and do not form part of the Offering Circular.
- (xii) Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent in connection with the Notes and is not itself seeking admission of the Notes to the Official List of the Irish Stock Exchange plc or to trading on the Global Exchange Market.

## APPENDIX – FORM OF PRICING SUPPLEMENT

### [PROHIBITION OF SALES TO EEA RETAIL INVESTORS:

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND, WITH EFFECT FROM SUCH DATE, SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF:

- (A) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (“MIFID II”);
- (B) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2002/92/EC, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR
- (C) NOT A QUALIFIED INVESTOR AS DEFINED IN DIRECTIVE 2003/71/EC, AS AMENDED.

CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (THE “PRIIPS REGULATION”) FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.<sup>1</sup>

Pricing Supplement dated [●]

[CASTLE BRIDGES S.A.]

(incorporated as a public limited liability company (*société anonyme*) under the laws of Luxembourg with its registered office at 6, Rue Eugène Ruppert, L-2453 Luxembourg, registered with the RCS under number B206206 and subject to the Securitisation Law 2004))

(acting in respect of its Compartment [●])

Issue of [AGGREGATE NOMINAL AMOUNT OF TRANCHE] [TITLE OF NOTES]

under the  
Multi-Issuer Secured Note Programme

### PART A – CONTRACTUAL TERMS

The Notes issued by the Issuer will be subject to the Master Terms and Conditions and also to the following terms (the “Pricing Supplement”) in relation to the Notes.

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<sup>1</sup> Prior to the date of application of the PRIIPs Regulation, this legend is not required and “Prohibition of Sales to EEA Retail Investors” (see Part B, Paragraph 7) may be specified as “Not Applicable”. This legend will be required after the date of application of the PRIIPs Regulation if “Prohibition of Sales to EEA Retail Investors” is specified as being “Applicable” (See Part B, Paragraph 7).

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Listing Particulars dated [•] March 2018 [and the Supplemental Listing Particulars dated [•] [which [together] constitute[s] listing particulars (the “**Base Listing Particulars**”). For the purpose of this Pricing Supplement, references to Issue Terms in the Base Listing Particulars shall be read and construed as references to this Pricing Supplement in respect of the Notes. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars. The Base Listing Particulars are available for viewing at [www.ise.ie](http://www.ise.ie) [[and] during normal business hours at [•] [and copies may be obtained from [•]]].

*(Note: Headings are for ease of reference only.)*

## SERIES DETAILS

1. Issuer: Castle Bridges S.A., acting in respect of its compartment [•]
2. [(i)] Series Number: [•]  
  
A separate compartment has been created by the Board in respect of the Notes (“**Compartment [•]**”). Compartment [•] is a separate part of the Company’s assets and liabilities. The Collateral (relating to the Notes) is exclusively available to satisfy the rights of the Noteholders (in accordance with the terms and conditions set out in this Pricing Supplement) and the rights of the Other Secured Creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of Compartment [•], as contemplated by the Articles.  
  
[(ii)] Tranche Number: [•]  
  
*(If fungible with an existing Series, provide details of that Series, including the date on which the Notes become fungible).*
3. Specified Currency: [•]
4. Aggregate Nominal Amount of Notes: [•]  
  
[(i)] Series: [•]  
  
[(ii)] Tranche: [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount
6. (i) Specified Denominations: [•]  
  
(ii) Calculation Amount: [•]
7. (i) Issue Date: [•]

- (ii) Interest Commencement Date: [Issue Date]/[•]/[Not Applicable]
8. Maturity Date: *[Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
9. Interest Basis: [[•] per cent. Fixed Rate]  
[Floating Rate]  
[Zero Coupon]  
*(Further particulars specified in the “Provisions Relating to Interest (if any) Payable” section below)*
10. Redemption/Payment Basis: [Redemption at par]  
[Redemption at Final Redemption Amount]  
[Instalment]
11. [Date of Board approval for issuance of Notes obtained: [The issue of the Notes has been authorised by the Board on [•].] *(Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes)*
12. Method of distribution: [Syndicated]/[Non-syndicated]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

13. Fixed Rate Note Provisions: [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually]/[semi-annually]/[quarterly]/[monthly]/[•] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (iv) Broken Amount(s): [•] per Calculation Amount payable on the Interest Payment Date falling [in]/[on] [•]
- (v) [Interest Amount: [•]  
*(If not specified, “Interest Amount” will be the Fixed Coupon Amount or Broken Amount, as applicable. If this is desirable, then this sub-paragraph (v) can be deleted)]*

- (vi) Day Count Fraction: [Actual/Actual]  
 [Actual/Actual – ISDA]  
 [Actual/365 (Fixed)]  
 [Actual/360]  
 [30/360]/[360/360]/[Bond Basis]  
 [30E/360]/[Eurobond Basis]  
 [30E/360 (ISDA)]  
 [Actual/Actual–ICMA]
- (vii) [Determination Dates: [•] in each year *(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. Note: only relevant where Day Count Fraction is Actual/Actual-ICMA)*
14. Floating Rate Note Provisions: [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining sub- paragraphs of this paragraph)*
- (i) Interest Period(s): [•]
- (ii) Specified Interest Payment Dates: [•]
- (iii) Interest Period Date: [•]
- (iv) Business Day Convention: [Floating Rate Business Day Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]
- (v) Business Centre(s): [•]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: ISDA Determination
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent): [•]
- (viii) ISDA Rate:
- Floating Rate Option: [•]
  - Designated [•]



- Maturity:
- Reset Date: [•]
  - ISDA Definitions: [As defined in the Master Terms and Conditions]/[•]
- (ix) Margin(s): [+)/[-]/[•] per cent. per annum
- (x) Day Count Fraction: [Actual/Actual]  
 [Actual/Actual – ISDA]  
 [Actual/365 (Fixed)]  
 [Actual/360]  
 [30/360]/[360/360]/[Bond Basis]  
 [30E/360]/[Eurobond Basis]  
 [30E/360 (ISDA)]  
 [Actual/Actual–ICMA]
- (xi) [Determination Dates: [•] in each year *(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. Note: only relevant where Day Count Fraction is Actual/Actual-ICMA)*
- (xii) Interest Determination Date: [[•] in each year]/[Not Applicable]
15. Zero Coupon Note Provisions: [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Rate of Interest/ Amount Payable: [•]
16. Default Interest: [As per Master Terms and Conditions]/[•]/[Not Applicable]
17. Business Centre(s): [•]
18. Default Interest: [As per Master Terms and Conditions]/[•]/[Not Applicable]

## **MORTGAGED PROPERTY**

19. Mortgaged Property:
- (i) Original Collateral: The Original Collateral shall comprise [[•] in principal amount of an issue of *[name of Original Collateral issuer]* of *[insert description of the underlying assets]* identified below:

Original Collateral Obligor: *[name]*, of *[address]* and incorporated in *[country of incorporation]*. The nature of the Original Collateral Obligor's business is *[•]*. The Original Collateral Obligor has securities admitted to trading on *[insert regulated or equivalent market]*.

Asset:

ISIN: *[•]*

Bloomberg Ticker: *[•]*

Coupon: *[•]*

Maturity: *[•]*

Currency: *[•]*

Governing law: *[•]*

Regulated or equivalent market on which admitted to trading: *[•]*

- *[Purchase of Original Collateral:* *[The Issuer will purchase the Original Collateral from *[Vendor]* on or around the Issue Date pursuant to *[•]*][*[•]*]*
- (ii) Swap Agreement: *[Applicable]/[Not Applicable]*
- (iii) Swap Counterparty: *[Macquarie Bank International Limited]*
- (iv) Credit Support Annex: *[Applicable]/[Not Applicable]*

## PROVISIONS RELATING TO REDEMPTION

- 20. Final Redemption Amount of each Note: *[*[•]* per Calculation Amount]/[Physical Settlement]*
- 21. Collateral Event: *(include all of the following that are applicable)*
  - [Original Collateral Call]*
  - [Original Collateral Default]*
  - [Original Collateral Payment Failure]*
  - [Original Collateral Conversion]*
  - [Currency Redenomination Event]*
  - [Not Applicable]*
- 22. Early Redemption Notification Period: *[As per Master Terms and Conditions][*[•]*]*
- 23. Regulatory Event: *[Applicable]/[Not Applicable]*

24. Value Trigger Event: [Applicable]/[Not Applicable]  
*(if not applicable, delete the remaining sub-paragraph of this section)*
- Value Trigger Level: [•]
25. Additional Redemption Event: [Applicable]/[Not Applicable] *(if applicable, Additional Redemption Event to be specified)*
26. Redemption by Instalments: *(Specify Instalment Amounts and Instalment Dates relating to Notes that are redeemed by instalment)*
27. Early Cash Redemption Amount: [As per Master Terms and Conditions]/[•]
28. Early Redemption Settlement Method: [Cash Settlement]/[Noteholder Settlement Option]

#### **[PRODUCT SUPPLEMENTS AND ADDITIONAL CONDITIONS]**

29. [Applicable Product Supplement: [Not Applicable]]

#### **PROVISIONS RELATING TO DISPOSAL AGENT**

30. Disposal Agent: [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph. In addition, the provisions in the Conditions relating to Disposal Agent, Liquidation, Liquidate, Liquidated, Liquidating, Liquidation Commencement Notice, Liquidation Default, Liquidation Event and/or Relevant Payment Date, including, without limitation, Master Conditions 5(c)(Disposal Agent's right following Liquidation Event), 11(c) (Disposal Agent Appointment, Termination and Replacement), 13 (Liquidation) and 15(a) (Application of Liquidation Proceeds of Liquidation) shall not apply hereto)*
- (i) Disposal Agent: [Macquarie Bank Limited, London Branch]/[Specify name and address]
- (ii) Liquidation: As per Master Terms and Conditions
- (iii) Disposal Agent Fee: [Yes]/[No]  
*(If yes, specify fee)*

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

31. Form of Notes: **Bearer Notes:**  
[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [•] days' notice]

[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

**[Registered Notes:**

[Certificate other than Global Notes]

[Global Certificate exchangeable for Certificates in the limited circumstances specified in the Global Certificate]]

32. Applicable TEFRA exemption: [TEFRA C]/[TEFRA D]/[TEFRA Not Applicable]
33. New Global Note: [Yes]/[No]
34. Financial Centre(s): [Not Applicable]/[[•]]
35. Reference Business Day: [TARGET]/[TARGET Settlement Day]/[place(s)]
36. Reference Business Day Convention: [Floating Rate Business Day Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]
37. Agents:
- (i) Calculation Agent: *[Insert name and Specified Office of institution]*
  - (ii) Custodian: *[Insert name and Specified Office of institution]*
  - (iii) Disposal Agent: See paragraph [30] above
  - (iv) Issuing and Paying Agent: *[Insert name and Specified Office of institution]*
  - (v) Additional Paying Agent(s): *[Insert name and Specified Office of institution]*
  - (vi) Registrar: *[Insert name and Specified Office of institution]*
  - (vii) [Transfer Agent(s): *[Insert name and Specified Office of institution]]*
  - (viii) [Listing Agent: *[Insert name and Specified Office of institution]]*
38. Corporate Services Agreement: [As per Master Terms and Conditions]/*[Insert description if the Issuer is not the Company]*
39. Corporate Services Provider: [As per Master Terms and Conditions]/*[Insert name and specified office if the Issuer is not the Luxembourg Company]*

**DISTRIBUTION**

40. (i) If syndicated, names of [Not Applicable]/[Specify name(s)]  
Managers:
- (ii) Stabilising Manager(s) (if Not Applicable  
any):
41. If non-syndicated, name of [Not Applicable]/[Specify name]  
Dealer:

## **[RESPONSIBILITY]**

[[Insert relevant third party information] set out in paragraph 19 has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has not conducted extensive due diligence on such information or made any enquiries as to its own possession of non-publicly available information.]]

Signed on behalf of CASTLE BRIDGES S.A. acting in respect of Compartment [•]:

By: .....

Duly authorised]

## PART B – OTHER INFORMATION

### 1. LISTING:

Listing and admission to trading: [Application has been made to the Irish Stock Exchange plc for the Notes to be admitted to trading on the Global Exchange Market]

*(Pricing Supplement will only be prepared for those Series of Notes where listing is contemplated on the Global Exchange Market of the Irish Stock Exchange plc.)*

*(Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading.)*

Estimate of total expenses related to admission to trading: [•]

*(Only include where the Notes are being listed)*

### 2. RATINGS:

Ratings: [Not Applicable][The Notes have been rated:

[name of rating agency:] [•]

[name of rating agency:] [•]]

*[Insert one (or more) of the following options, as applicable:*

*[[name of credit rating agency/ies] [is]/[are] established in the European Union and [has]/[have each] applied for registration under Regulation (EC) No 1060/2009, although the result of such application has not yet been determined.]*

*[[name of credit rating agency/ies] [is]/[are] established in the European Union and registered under Regulation (EC) No 1060/2009.]]]*

### 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER:]

*[Include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

*“Save as discussed in “Subscription and Sale”, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]*

*(If no conflicts have been disclosed, delete entire Section 2. If conflicts have been discussed, reference should be to the section of the relevant document where such conflicts were disclosed.)*

### 4. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES:]

[(i) Reasons for the offer [•]

*(See “Use of Proceeds” wording in Base Listing Particulars – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]*

[(ii)] Estimated net proceeds: [•]

[(iii)] Estimated total expenses: [•]

## 5. [Fixed Rate Notes only - YIELD

Indication of yield: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

## 6. OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Clearing system(s) and any relevant identification number(s): [Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. Luxembourg]

*[Specify name(s) and number(s) [and address(es)]]*

Delivery: Delivery [against]/[free of] payment

[Intended to be held in a manner which would allow Eurosystem eligibility: [Yes]/[No]

[Yes. Note that the designation “yes” means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [or registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common Safekeeper)]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem

eligibility criteria have been met.]]

**7. PROHIBITION OF SALES TO EEA RETAIL INVESTORS:**

Prohibition of Sales to EEA Retail Investors:

[Applicable]/[Not Applicable]]

*[If the Notes do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no “key information document” will be prepared, “Applicable” should be specified]*



**Registered office of the Luxembourg Company**

**Castle Bridges S.A.**

6, Rue Eugène Ruppert,  
L-2453 Luxembourg  
Grand Duchy of Luxembourg

**Trustee**

**Citicorp Trustee Company Limited**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**Issuing and Paying Agent**

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

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**Paying Agent and Transfer Agent**

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

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**Custodian**

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

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**Registrar**

**Citigroup Global Markets  
Deutschland AG**

Reuterweg 16  
60323 Frankfurt  
Germany

**Arranger, Dealer, Disposal  
Agent and Calculation Agent**

**Macquarie Bank Limited,  
London Branch**

Ropemaker Place  
28 Ropemaker Street  
London EC2Y 9HD

**Irish Listing Agent**

**in the case of Notes admitted to the Official List**

**Arthur Cox Listing Services Limited**

**Earlsfort Centre  
Earlsfort Terrace  
Dublin 2  
Ireland**

**Legal Advisers**

*to the Arranger in respect of English law*

**Simmons & Simmons LLP**

CityPoint  
One Ropemaker Street  
London EC2Y 9SS  
United Kingdom

*to the Arranger in respect of Luxembourg law*

**Simmons & Simmons Luxembourg LLP**

Royal Monterey 26A Boulevard Royal  
L-2449 Luxembourg  
Grand Duchy of Luxembourg