

Dated 18 October 2019

**STARLING FINANCE PUBLIC LIMITED COMPANY**

**Series Listing Particulars**

**SERIES 2019-09**

**EUR 45,000,000 Leveraged Long iTraxx® Europe Series 31 and Short iTraxx®  
Crossover Series 31 Credit Linked Notes due 2026**

issued pursuant to its

**Secured Note Issuance Programme**

arranged by

**CITIGROUP GLOBAL MARKETS LIMITED**

The attention of investors is drawn to the section headed “Risk Factors” on page 6  
of these Series Listing Particulars

**Citi**

These Series Listing Particulars, under which the Series 2019-09 EUR 45,000,000 Leveraged Long iTraxx® Europe Series 31 and Short iTraxx® Crossover Series 31 Credit Linked Notes due 2026 (the “**Notes**”) are issued, incorporate by reference, and should be read in conjunction with, the Base Prospectus dated 24 December 2018 (the “**Base Prospectus**”), relating to the issuance by Starling Finance Public Limited Company (the “**Issuer**”) of secured notes under the Secured Note Issuance Programme (the “**Programme**”).

Terms defined in the Base Prospectus have the same meanings in these Series Listing Particulars.

These Series Listing Particulars do not constitute a “prospectus” for the purposes of Regulation (EU) 2017/1129 of the European Parliament and of the Council (the “**Prospectus Regulation**”).

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for the approval of (i) this document as Listing Particulars; (ii) the Notes to be admitted to the Official List of Euronext Dublin; and (iii) the Notes to be admitted to trading on its Global Exchange Market, which is the exchange regulated market of Euronext Dublin. These Series Listing Particulars are to be read in conjunction with all documents which are deemed to be incorporated herein by reference.

The Notes are cash-settled credit linked notes. In connection with the Notes, the Issuer has entered into (i) a swap confirmation (the “**Crossover CDS Confirmation**”) documenting a credit default swap transaction referencing the iTraxx® Crossover Index Series 31 Version 1 (the “**Crossover CDS**”) and (ii) a swap confirmation (the “**Europe CDS Confirmation**” and, together with the Crossover CDS Confirmation, the “**Swap Confirmations**”) documenting a credit default swap transaction referencing the iTraxx® Europe Index Series 31 Version 1 (the “**Europe CDS**” and, together with the Crossover CDS, the “**Credit Default Swaps**” and each a “**Credit Default Swap**”) under the ISDA Master Agreement including the Schedule (as defined in the ISDA Master Agreement) in the form of Part A of the Swap Terms (December 2018 Version) relating to the Programme (as such Schedule may have been amended by the Swap Confirmations) (the ISDA Master Agreement, the Schedule thereto and the Swap Confirmations together, the “**Swap Agreement**”), with Citigroup Global Markets Limited (in such capacity, the “**Swap Counterparty**”).

The forms of the Europe CDS Confirmation and Crossover CDS Confirmation are as set out in Annexes 4 and 5 of the Terms and Conditions set out herein.

**Investors are advised to refer to the forms of the Europe CDS Confirmation and Crossover CDS Confirmation attached as Annexes 4 and 5 of the Terms and Conditions set out herein respectively.**

The Scheduled Maturity Date of the Notes is the second Business Day after 20 June 2026. However, the actual maturity date of the Notes may be extended beyond the Scheduled Maturity Date in certain circumstances where (i) the Swap Counterparty determines that a Credit Event or related events have occurred or may occur on or prior to the Scheduled Maturity Date and delivers a Potential Credit Event Notice, (ii) the Termination Date of the Europe CDS falls after the Scheduled Termination Date of such Europe CDS, (iii) an Event Determination Date occurs and the Auction Settlement Amount or the Cash Settlement Amount (as applicable) in respect of the relevant Credit Event has not been determined as of the Scheduled Maturity Date or (iv) the Calculation Agent determines that the Final Redemption Amount would be less than the Principal Coverage Amount (unless a Final Credit Exhaustion Event occurs) in accordance with the Terms and Conditions of the Notes below. Noteholders will not receive any additional amounts in respect of any such postponement. See paragraph 39 of the Terms and Conditions of the Notes below.

Capitalised terms used but not otherwise defined herein or in the Base Prospectus have the meanings given to them in Annex 1 of the Terms and Conditions set out herein and, if not defined in Annex 1, such terms shall have the meanings given to them in the Swap Agreement. The Annexes to the Terms and Conditions form part of, and should be read together with, the Terms and Conditions.

If the Issuer is deemed to be a covered fund, then, in the absence of regulatory relief, the provisions of the Volcker Rule and its related regulatory provisions will impact the ability of U.S. banking institutions to hold an ownership interest in the Issuer or enter into financial transactions with the Issuer. Investors are required to independently consider the potential impact of the Volcker Rule in respect of any investment in the Notes. See Risk Factors "Modification to the Conditions and Transaction Documents or early redemption in relation to Regulatory Consequences" and "Risks relating to U.S. Volcker Rule" below.

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

The Issuer accepts responsibility for the information contained in these Series Listing Particulars. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in these Series Listing Particulars is in accordance with the facts and does not omit anything likely to affect the import of such information.

No person has been authorised to give any information or to make any representation other than those contained in these Series Listing Particulars in connection with the issue and sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or Citigroup Global Markets Limited ("**CGML**" and, in such capacity, the "**Dealer**").

The net proceeds of this issue of EUR 45,000,000 will be applied by the Issuer towards the purchase prices of the Individual Securities forming part of the Collateral Package during the period from the Issue Date to, and including, 31 October 2019 (the "**Ramp-Up Period End Date**").

The Notes have not been and will not be registered under the Securities Act (the "**Securities Act**"), no person has registered nor will register as a commodity pool operator of the Issuer under the U.S. Commodity Exchange Act of 1936, as amended (the "**CEA**") and the rules of the U.S. Commodities Futures Trading Commission (the "**CFTC**") thereunder, and the Notes may not at any time be offered, sold, pledged, otherwise transferred, or, in the case of Bearer Notes, delivered, within the United States or to, or for the account or benefit of, any person who is (i) a U.S. person (as such term is defined under Rule 902(k)(1) of Regulation S), (ii) not a Non-United States person (as defined in Rule 4.7 under the CEA, but excluding, for the purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons ("**CFTC Rule 4.7**")), (iii) an employee benefit plan or other plan, account or arrangement that is or the assets of which are subject to (a) Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code, or (b) any laws, rules or regulations substantially similar to such provisions of ERISA or the Code or (iv) a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934, as amended). Any person who is (i) not a U.S. person (as such term is defined under Rule 902(k)(1) of Regulation S), (ii) a Non-United States person (as such term is defined under CFTC Rule 4.7), (iii) not an employee benefit plan or other plan, account or arrangement that is or the assets of which are subject to (a) Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code, or (b) any laws, rules or regulations substantially similar to such provisions of ERISA or the Code and (iv) not a U.S. person (as defined in the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934), is a "**Permitted Purchaser**"

for the purposes of the Notes. Terms used in this section and not otherwise defined have the meanings given to them by Regulation S. For a description of certain further restrictions on offers and sales of Notes and distribution of the Base Prospectus and these Series Listing Particulars, see “*Subscription and Sale and Transfer Restrictions*” in the Base Prospectus.

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

In these Series Listing Particulars, references to “**EUR**” are to Euros, the single currency adopted and retained by certain member states of the European Community pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

## TABLE OF CONTENTS

	<b>Page</b>
Risk Factors.....	6
Incorporation by Reference .....	25
Terms and Conditions of the Notes .....	26
Annex 1 Amendments and Variations to the Conditions.....	40
Annex 2 Security .....	58
Annex 3 The Swap Agreement.....	60
Annex 4 Form of the Europe CDS Confirmation .....	64
Annex 5 Form of the Crossover CDS Confirmation .....	87
Annex 6 Description of the Issuer .....	108
Description of the Swap Counterparty.....	109
Subscription and Sale and Transfer Restrictions .....	110
General Information.....	111

## **Risk Factors**

**THE CONSIDERATIONS SET OUT BELOW ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY NOTES. PROSPECTIVE INVESTORS SHOULD ALSO READ THE BASE PROSPECTUS, THE RISK FACTORS SET OUT THEREIN AND THE DETAILED INFORMATION SET OUT ELSEWHERE IN THESE SERIES LISTING PARTICULARS.**

*The Issuer believes that the risk factors set out on pages 19 to 63 of the Base Prospectus, together with the following risk factors, which solely apply to these Notes issued under the Programme, may affect its ability to fulfil its obligations under the Notes. 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 the Notes are also described below.*

*The Issuer believes that the factors described in the Base Prospectus, as amended and/or supplemented below, represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the statements in the Base Prospectus and below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in these Series Listing Particulars (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

The Base Prospectus, read together with these Series Listing Particulars, identify in general terms certain information that a prospective investor should consider prior to making an investment in the Notes. However, a prospective investor should, without any reliance on Citigroup Global Markets Limited or its affiliates, conduct its own thorough analysis (including its own accounting, legal and tax analysis) prior to deciding whether to invest in the Notes as any evaluation of the suitability for an investor of an investment in the Notes depends upon a prospective investor's particular financial and other circumstances, as well as on the specific terms of the Notes and, if it does not have experience in financial, business and investment matters sufficient to permit it to make such a determination, it should consult with its financial adviser prior to deciding to make an investment on the suitability of the Notes.

These Series Listing Particulars are not, and do not purport to be, investment advice, and neither the Issuer nor Citigroup Global Markets Limited makes any recommendation as to the suitability of the Notes. The provision of these Series Listing Particulars to prospective investors is not based on any prospective investor's individual circumstances and should not be relied upon as an assessment of suitability for any prospective investor of the Notes. Even if the Issuer or Citigroup Global Markets Limited possesses limited information as to the objectives of any prospective investor in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for such person of the Notes. Any trading or investment decisions a prospective investor takes are in reliance on its own analysis and judgement and/or that of its advisers and not in reliance on the Issuer, Citigroup Global Markets Limited or any of their respective affiliates.

In particular, each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes (i) is fully consistent with its (or, if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring

the Notes as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or, if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

Each prospective investor in the Notes should have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes.

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 legal advisers to determine whether and to what extent (i) the Notes are legal investments for it, (ii) if relevant, the Notes can be used as underlying securities for various types of borrowing, and (iii) other restrictions apply to its purchase or, if relevant, pledge of the Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

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

In addition to the risk factors set out in the Base Prospectus under the heading “Risk Factors relating to the Notes” from page 23 of the Base Prospectus, set out below are a brief description of certain additional risks relating to the Notes generally.

#### ***Early redemption for tax or other reasons***

Upon giving notice to the Trustee, the Issuer may redeem Notes earlier than the Maturity Date (a) for specified tax or other reasons, as detailed in Condition 7.3 (*Redemption for taxation and other reasons*) (but see “Risk Factors Relating to the Swap Counterparty and any Swap Agreement” in the Base Prospectus for a description of how such redemption is effected where it results from termination of the Swap Agreement), (b) due to any illegality, as detailed in Condition 7.12 (*Redemption for illegality*) or (c) upon the occurrence of a Collateral Exhaustion Event where the Settlement Amount payable by the Issuer to the Swap Counterparty under the Europe CDS is equal to or greater than the sum of any cash standing to the credit of the Cash Accounts *plus* the sale proceeds from the liquidation of all Individual Securities, as detailed in Condition 7.13 (*Early Redemption for Collateral Exhaustion Event*). If the Issuer redeems the Notes early, the Issuer will, if and to the extent permitted by applicable law, redeem the Notes at their Early Redemption Amount as specified in the Conditions. The Early Redemption Amount is not principal-protected and will be equal to the sale proceeds from the disposal of the Collateral Package plus (if due from the Swap Counterparty to the Issuer) or minus (if due from the Issuer to the Swap Counterparty) the Swap Termination Value minus the Unwind Costs, as detailed in the Conditions.

#### ***Cash held by Custodian as banker not as trustee***

Any cash held in an account with the Custodian (including any cash held in the Principal Account or Interest Account) will be held by the Custodian as banker and not as trustee. Any such cash will therefore not be held as client money in accordance with any client money rules. As a result, if the Custodian becomes insolvent, the Issuer will only have an unsecured claim against the Custodian's estate in respect of any such cash. If the Issuer is unable to recover such cash in full from the Custodian's estate, it may not have sufficient proceeds to redeem the Notes in full and the amount paid to Noteholders may be significantly less than the Noteholders' original investment and may be zero.

#### ***Swap Counterparty exercise of discretion***

In exercising its discretion or deciding upon a course of action, the Swap Counterparty shall 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 affiliates that may result directly or indirectly from any such selection.

***No protection under any deposit protection scheme***

An investment in the Notes does not have the status of a bank deposit and is not within the scope of any deposit protection scheme.

***Modification to the Conditions and Transaction Documents or early redemption in relation to Regulatory Consequences***

Investors in the Notes should be aware that if the performance of the Swap Counterparty's and/or its Affiliates' obligations under any Transaction Document (as defined in the Conditions), or any arrangement made to hedge such obligations has or will become unlawful, illegal or otherwise prohibited due to Regulatory Consequences, the Swap Counterparty has the right to terminate the Swap Agreement and this will cause the Notes to redeem early. Upon any such redemption, the amount paid to Noteholders to redeem such Notes may be significantly less than the Noteholder's original investment in such Notes and may be zero.

Investors in the Notes should also be aware that the Swap Counterparty may, for the purposes of causing the transactions contemplated by the Transaction Documents to comply with or take into account Regulatory Consequences, make modification(s) to the Conditions and the Transaction Documents, at any time, at its own expense and, provided that such modifications satisfy certain criteria (as set out in the Conditions), such modifications shall be made without the need for the consent of any other party to such Transaction Documents or the Noteholders.

***Risks relating to U.S. Volcker Rule***

On 10 December 2013, the SEC, the CFTC and three U.S. banking regulators approved a final rule to implement Section 13 of the Bank Holding Company Act of 1956, commonly known as the Volcker Rule (the "**Volcker Rule**"). Subject to certain exceptions, the Volcker Rule prohibits sponsorship of and investment in certain "covered funds" by "banking entities", a term that includes Citibank, N.A. and most internationally active banking organisations that may be Swap Counterparties and their respective affiliate. Even if an exception allows a banking entity to sponsor or invest in a covered fund, the banking entity may be prohibited from entering into certain "covered transactions" with that covered fund. Covered transactions include (among other things) entering into a swap transaction if the swap would result in a credit exposure to the covered fund.

If the Issuer is considered a covered fund and if any Swap Counterparties or their affiliates were to be deemed a "sponsor" of the Issuer, that Swap Counterparty could be prohibited from entering into the Swap Agreement with the Issuer, which could have material adverse effects on the Notes. Alternatively, the Issuer may incur additional costs in seeking new swap counterparties in order to maintain the payment characteristics of the Notes, although there is no guarantee that it will be able to find such counterparties. Such costs could materially and adversely affect the value of and any return on the Notes. If the Issuer is considered a covered fund, the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from, or face restrictions in, investing in the Notes. This could make it difficult or impossible for Noteholders to sell the Notes or it could materially and adversely affect their market value.

***EU Anti-Tax Avoidance Directives***

As part of its anti-tax avoidance package, the European Commission published a draft Anti-Tax Avoidance Directive on 28 January 2016, which was formally adopted by the European Council on 12 July 2016 in Council Directive (EU) 2016/1164 (the "**ATAD 1**"). The ATAD 1 must be implemented



by each Member State by 2019, subject to derogations for Member States which have equivalent measures in their domestic law. Ireland has applied for a derogation with respect to the interest limitations rule (see below), meaning that the provisions of the ATAD 1 on interest deductibility may be deferred in the case of Ireland until a later date, potentially to 1 January 2024. No assurance can be given that such a derogation will be granted. On 14 November 2018 the Irish Department of Finance issued a consultation document seeking views on the manner in which Ireland will implement the interest limitation rule. It also suggested that Ireland might introduce the rules earlier than 2024, perhaps as early as Finance Act 2019.

The second Anti-Tax Avoidance Directive (the “**ATAD 2**”, and, together with ATAD 1, the “**ATADs**”) was adopted as Council Directive (EU) 2017/952 on 29 May 2017. ATAD 2 must be implemented by all EU member states by January 1, 2020, with certain exceptions.

When implemented, it is possible that the ATADs may affect the tax treatment of the Issuer’s profits and therefore the Issuer’s ability to make payments on the Notes. However, in the absence of implementing legislation, the possible implications of the ATADs are to a large extent, unascertainable at this time.

Amongst the measures contained, in the ATAD 1 is an interest deductibility limitation rule similar to the recommendation contained in the Base Erosion and Profit Shifting (“**BEPS**”) Action 4 proposals. The ATAD 1 provides that interest costs in excess of 30 per cent of an entity’s earnings before interest, tax, depreciation and amortisation, will not be deductible in the year in which they are incurred but would remain available for carrying forward. However, the restriction on interest deductibility would only be in respect of the amount by which the borrowing costs exceed “interest revenues and other equivalent taxable revenues from financial assets”. It is uncertain at this time as to whether the payments received by the Issuer under the Swap Agreement would be considered to be “other equivalent taxable revenues from financial assets”. There is also a carve-out in the ATAD 1 for financial undertakings, although as drafted the Issuer should not be treated as a financial undertaking. Additionally, ATAD 1 enables a member state to exclude the first EUR 3,000,000 of interest costs in each year from the restriction in its implementing legislation.

## **Risk Factors relating to the Credit Linked Notes**

### **Limited information about the Indices and the Reference Entities**

Investors should conduct their own investigation and analysis with respect to the creditworthiness of the Reference Entities and the likelihood of the occurrence of Credit Events.

Investors in the Notes will be exposed to the credit risk of the Reference Entities and the Reference Obligations (each as defined in Annex 4) as that affects the amount that the Issuer will pay the Swap Counterparty under the Europe CDS given the Issuer has taken a long position in respect of the iTraxx® Europe Series 31 Version 1 Index (the “**Europe Index**”). If an Event Determination Date occurs under the Europe CDS, the Issuer may need to sell all or part of the Individual Securities forming part of the Collateral Package held in the Custody Account in circumstances where amounts held in the Principal Account and the Interest Account are insufficient to meet the payments due to the Swap Counterparty. Investors in the Notes, given the Issuer has taken a short position in the iTraxx® Crossover Series 31 Version 1 Index (the “**Crossover Index**” and together with the Europe Index, the “**Indices**”), will also be exposed to the creditworthiness of the Reference Entities and the Reference Obligations (each as defined in Annex 5) that are components of the Crossover Index as that affects whether Noteholders will receive any additional payments under the Notes.

None of the Issuer, CGML, the Trustee or any other person on their behalf makes any representation or warranty, express or implied, as to the credit quality of the Reference Entities or the Reference

Obligations under either of the Indices. CGML may have acquired, or during the term of the Notes may acquire, confidential information with respect to the Indices or their respective Reference Entities or Reference Obligations and is not required to disclose this information to the Issuer or any other party.

The Reference Entities may not be subject to regular reporting requirements and may report information in accordance with disclosure and accounting standards with which Noteholders are not familiar. None of the Issuer or the Calculation Agent or any of their respective affiliates make any representation as to the accuracy or completeness of any information available with respect to the Reference Entities or the Reference Obligations under either of the Indices.

None of the Issuer, the Arranger, the Dealer, the Swap Counterparty or the Calculation Agent will have any obligation to keep investors informed as to any matters with respect to the Reference Entities or any of the Reference Obligations under either of the Indices, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Credit Event.

The Reference Entities and their respective Reference Obligations that are components of the Europe Index as at the Issue Date may be found in Schedule 2 to Annex 4 (*Form of the Europe CDS Confirmation*) or from the Markit website at: <https://www.markit.com/Company/Files/DownloadFiles?CMSID=220fe2c53b0f4cfe8d260eabfb370ab7> (refer to pages 1 and 2).

The Reference Entities and their respective Reference Obligations that are components of the Crossover Index as at the Issue Date may be found in Schedule 2 to Annex 5 (*Form of the Crossover CDS Confirmation*) or from the Markit website at: <https://www.markit.com/Company/Files/DownloadFiles?CMSID=220fe2c53b0f4cfe8d260eabfb370ab7> (refer to page 3).

Information about the past and future performance of each of the Indices and their respective volatility may be found using the following sources: (a) Bloomberg, by searching the ticker “ITRX EUR CDSI S31 7Y Corp” for the Europe Index and “ITRX XOVER CDSI S31 3Y Corp” for the Crossover Index (b) the DC website at <http://dc.isda.org/> for information relating to DC Resolutions in relation to components of the Indices that a Credit Event has occurred in relation to and (c) <http://www.creditfixings.com/CreditEventAuctions/fixings.jsp> for the relevant Auction Final Prices relating to Credit Events that have occurred in relation to components of the Indices.

#### **iTraxx® Disclaimer**

iTraxx® is a registered trade mark of Markit Indices Limited.

iTraxx® is a trade mark of Markit Indices Limited and has been licensed for the use by Citigroup Global Markets Limited. Markit Indices Limited does not approve, endorse or recommend Citigroup Global Markets Limited or iTraxx® derivatives products.

iTraxx® derivatives products are derived from a source considered reliable, but neither Markit Indices Limited nor any of its employees, suppliers, subcontractors and agents (together iTraxx Associates) guarantees the veracity, completeness or accuracy of iTraxx® derivatives products or other information furnished in connection with iTraxx® derivatives products. No representation, warranty or condition, express or implied, statutory or otherwise, as to condition, satisfactory quality, performance, or fitness for purpose are given or assumed by Markit Indices Limited or any of the iTraxx Associates in respect of iTraxx® derivatives products or any data included in such iTraxx® derivatives products or the use by any person or entity of iTraxx® derivatives products or that data

and all those representations, warranties and conditions are excluded save to the extent that such exclusion is prohibited by law.

None of Markit Indices Limited nor any of the iTraxx Associates shall have any liability or responsibility to any person or entity for any loss, damages, costs, charges, expenses or other liabilities whether caused by the negligence of Markit Indices Limited or any of the iTraxx Associates or otherwise, arising in connection with the use of iTraxx® derivatives products or the iTraxx® indices.

## **Auction Settlement of Notes**

### *ISDA Credit Derivatives Determinations Committees*

ISDA Credit Derivatives Determinations Committees were originally established pursuant to the March 2009 Supplement to the 2003 ISDA Credit Derivatives Definitions published by ISDA to make determinations that are relevant to the majority of the credit derivatives market and to promote transparency and consistency. The ISDA Credit Derivatives Determinations Committees continue to perform this role under the 2014 Credit Derivatives Definitions published by ISDA. Further information about the ISDA Credit Derivatives Determinations Committees may be found at <http://dc.isda.org> (or any successor website). Noteholders should carefully monitor the matters under consideration by such committees and their determinations.

In making any determination with respect to a Credit Event or a succession date, the Calculation Agent may have regard to announcements, determinations and resolutions made by ISDA and/or the ISDA Credit Derivatives Determinations Committees. In certain circumstances (including, without limitation, the determination of the occurrence of an “**Event Determination Date**”), the Notes will be subject to the announcements, determinations and resolutions made by ISDA and/or the ISDA Credit Derivatives Determinations Committees. Such announcements, determinations and resolutions could affect the quantum and timing of payments of interest and principal on the Notes. For the avoidance of doubt, none of the Issuer, the Swap Counterparty or the Calculation Agent will be liable to any person for any determination, redemption, calculation and/or delay or suspension of payments and/or redemption of the Notes resulting from or relating to any announcements, publications, determinations and resolutions made by ISDA and/or any ISDA Credit Derivatives Determinations Committee.

Only those Credit Events specified in the iTraxx® Europe Untranchd Standard Terms Supplement published on 20 September 2014 (the “**iTraxx® Standard Terms Supplement**”) as applicable to the relevant Reference Entity will apply to such Reference Entity, which may be found from the Markit website at [www.markit.com](http://www.markit.com).

### *Risks associated with Auction Settlement following a Credit Event*

The amounts payable under the Notes are impacted by the final price determined pursuant to the auction held in respect of deliverable obligations of a Reference Entity, provided that the ISDA Credit Derivatives Determinations Committee determines that an applicable auction will be held. Noteholders are subject to the risk that where a final price is determined in accordance with an auction, this may result in a lower recovery value than if such final price had been determined pursuant to alternative methods. If the ISDA Credit Derivatives Determinations Committee does not decide to hold an auction with respect to obligations of the Reference Entity, then the cash settlement method will apply. In such circumstances, the final price will be determined pursuant to the valuation method specified in the Swap Agreement.

### *Potential conflicts of interest*

The Calculation Agent is a leading dealer in the credit derivatives market. If an auction is held in respect of a Reference Entity for which a Credit Event has occurred, there is a high probability that the Calculation Agent or one of its affiliates would act as a participating bidder in any such auction. In such capacity, it may take certain actions which may influence the final price determined pursuant to the auction, including, without limitation, (i) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations that are not denominated in the auction currency into such currency for the purposes of the auction and (ii) submitting bids and offers with respect to the relevant deliverable obligations. In deciding whether to take any such action, or whether to act as a participating bidder in any auction, the Calculation Agent and its affiliates shall be under no obligation to consider the interests of any Noteholder.

The Calculation Agent (or, as the case may be, one of its affiliates) may also be a voting member on one or more of the ISDA Credit Derivatives Determinations Committees and is a party to transactions that incorporate, or are deemed to incorporate, either (a) the July 2009 Supplement to the 2003 ISDA Credit Derivatives Definitions published by ISDA (the “**July 2009 Supplement**”) or (b) the 2014 Credit Derivatives Definitions and may take certain actions that may influence the process and outcome of decisions of the ISDA Credit Derivatives Determinations Committees. Such actions may be adverse to the interests of the Noteholders and may result in an economic benefit accruing to the Calculation Agent or its affiliates. In taking any action relating to the ISDA Credit Derivatives Determinations Committees or performing any duty under the rules that govern the ISDA Credit Derivatives Determinations Committees, the Calculation Agent (or, as the case may be, one of its affiliates) shall have no obligation to consider the interests of the Noteholders and may ignore any conflict of interest arising in respect of the Notes.

### *Questions to the ISDA Credit Derivatives Determinations Committees*

The ISDA Credit Derivatives Determinations Committees Rules provides that eligible market participants may raise questions to the ISDA Credit Derivatives Determinations Committee which have the power to make binding decisions on critical issues such as, without limitation, whether a Credit Event has occurred, whether there is a Successor to the Reference Entity or which obligations of the Reference Entity are deliverable. The Calculation Agent has no duty to the Noteholders to refer specific questions to the ISDA Credit Derivatives Determinations Committees. Noteholders should understand the role of the ISDA Credit Derivatives Determinations Committees and how their determinations could affect the Issuer’s obligations under the Swap Agreement and consequently have effect on the Notes.

### *Noteholders will have no role in the composition of the ISDA Credit Derivatives Determinations Committees*

Separate criteria will apply to the selection of dealer and non-dealer institutions to serve on the ISDA Credit Derivatives Determinations Committees, and Noteholders will have no role in establishing such criteria. In addition, the composition of the ISDA Credit Derivatives Determinations Committees will change from time to time as the term of a member institution may expire or a member institution may be required to be replaced. Noteholders will have no control over the process for selecting institutions to participate on the ISDA Credit Derivatives Determinations Committees and, to the extent provided for in the Notes, will be subject to the determinations made by such selected institutions.

*Noteholders will have no recourse against either the institutions serving on the ISDA Credit Derivatives Determinations Committees or the external reviewers*

Institutions serving on the ISDA Credit Derivatives Determinations Committees and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the member institutions of the ISDA Credit Derivatives Determinations Committees from time to time will not owe any duty to the Noteholders, and the Noteholders will be prevented from pursuing legal claims with respect to actions taken by such member institutions. Noteholders should also be aware that member institutions of the ISDA Credit Derivatives Determinations Committees have no duty to research or verify the veracity of information on which a specific determination is based. In addition, the ISDA Credit Derivatives Determinations Committees are not obligated to follow previous determinations and, therefore, could reach a conflicting determination for a similar set of facts.

*Noteholders will be responsible for obtaining information relating to deliberations of the ISDA Credit Derivatives Determinations Committees*

Notices of questions referred to the ISDA Credit Derivatives Determinations Committees, meetings convened to deliberate such questions and the results of binding votes of the ISDA Credit Derivatives Determinations Committees will be published on the website of ISDA and none of the Issuer, the Swap Counterparty, or the Calculation Agent or any of their respective affiliates shall be obliged to inform Noteholders of such information. Any failure by Noteholders to be aware of information relating to determinations of an ISDA Credit Derivatives Determinations Committee will have no effect under the Notes and Noteholders are solely responsible for obtaining any such information.

### **Cash Settlement may adversely affect returns to Noteholders**

If an Event Determination Date occurs but there is no Auction, the Calculation Agent will be required to seek quotations in respect of selected obligations of the Reference Entity (or, following an Asset Package Credit Event under the Europe CDS, a package of assets which a relevant obligation of the Reference Entity has been converted into or exchanged for, which may be nothing if the relevant obligation was appropriated without compensation). Quotations obtained will be “bid-side” — that is, they will be reduced to take account of a bid-offer spread charged by the relevant dealer. Noteholders should be aware of the possibility that such obligations may no longer exist and no qualifying substitute obligations may have been identified, such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the Reference Entity (for example, liquidity constraints affecting market dealers). Moreover, the market value of a Reference Entity’s obligations may be highly volatile in the period following a Credit Event. Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows. Quotations will be deemed to be zero in the event that no such quotations are available. Further, where quotations are sought on an asset package under the Europe CDS, such asset package may contain assets which are hard to value and for which a valuation methodology may not be readily available or suitable, which may reduce the value of quotations or the availability of quotations that may otherwise have been obtained. Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation (or asset package) which would be determined by reference to (for example) the present value of related cash flows. Quotations will be deemed to be zero in the event that no such quotations are available.

**The Swap Counterparty and/or the Calculation Agent may have dealings with the Reference Entities**

The Swap Counterparty and/or the Calculation Agent and/or their respective affiliates may (i) deal in obligations of the Reference Entities, (ii) accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with the Reference Entities, or its affiliates or any other person or entity having obligations relating to any Reference Entities and (iii) act with respect to such business freely and without accountability to Noteholders in the same manner as if the Notes did not exist, regardless of whether any such action might have an adverse effect on Noteholders (including, without limitation, any action that might give rise to a Credit Event).

The Swap Counterparty and/or the Calculation Agent and/or their respective affiliates may be, whether by virtue of the types of relationships described above or otherwise, at any time, in possession of information in relation to the Reference Entities (or any obligations thereof) which is or may be material in the context of the Notes and which is or may not be known to the general public or Noteholders. The Notes do not create any obligation to disclose to Noteholders any such relationship or information (whether or not confidential) and no person shall be liable to Noteholders by reason of such non-disclosure.

**Neither the Swap Counterparty nor the Issuer are obliged to suffer any loss as a result of a Credit Event**

Credit losses on Notes will be calculated irrespective of whether (i) the Swap Counterparty (in the case of the Europe Index) or (ii) the Issuer (in the case of the Crossover Index) has suffered an actual loss in relation to a Reference Entity that is a component of the relevant index or any obligations thereof. Neither the Swap Counterparty nor the Issuer is obliged to account for any recovery which it may subsequently make in relation to that Reference Entity or its obligations.

**The Notes do not represent an interest in obligations of a Reference Entity**

The Notes do not represent or convey any interest in any obligations of a Reference Entity or any direct or indirect obligation of any Reference Entities to the Noteholders. The Issuer is not an agent of Noteholders for any purpose and Noteholders will not have any voting or other rights in relation to such obligations. The Issuer does not grant any security interest over any such obligations.

**The value of the Notes may be adversely affected by illiquidity or cessation of indices**

In determining the value of the Notes, dealers may take into account the level of a related credit index in addition to or as an alternative to other sources of pricing data. If any relevant index ceases to be liquid, or ceases to be published in its entirety, then the value of the Notes may be adversely affected.

**Historical performance may not predict future performance**

Any of the Reference Entities may not perform as indicated by the historical performance of similar entities and no assurance can be given with respect to the future performance of a Reference Entity. Historical default statistics may not capture events that would constitute Credit Events for the purposes of the Notes.

**Cash settlement may be less advantageous than physical delivery of assets**

The amounts payable to Noteholders on final redemption will be in cash and will reflect, among other things, the aggregate value of relevant obligations of each affected Reference Entity (as defined in the Europe CDS) at a given date. The relevant portion of such final redemption payments may be less than the recovery which would ultimately be realised by a holder of debt obligations of the

affected Reference Entities, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.

### **Successors**

Investors should note that, from time to time, a Reference Entity may be subject to change following the movement of its debt obligations and in the case of non-sovereign Reference Entities an event such as a consolidation, reconstitution or other corporate activity is no longer a pre-condition to a Successor determination although for a Sovereign Reference Entity, unification partition remains a pre-condition for the determination of a Successor to such Reference Entity. The Credit Default Swaps provide that if a Reference Entity has more than one successor entity, then the notional amount will be split evenly among the successor entities, and in the case of Joint Potential Successors, each Joint Potential Successor shall succeed in equal parts. The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant succession date the sovereign and/or entity, if any, that qualifies as the Successor. Investors should note that a Successor may be riskier than the Reference Entity it replaces, and consequently the occurrence of a succession date may be detrimental to the Noteholders. Noteholders should also be aware that the relevant event will not necessarily result in the assumption of an obligation intended to be hedged by the Credit Default Swaps (if any) by the successor Reference Entities either at all or in the same proportion as the allocation of the relevant notional amount of the original Credit Default Swaps.

### **Risk Factors relating to the Credit Default Swaps**

The Reference Entity (as defined herein) is, as at the Issue Date, set out in Annex 4 (*Form of the Europe CDS Confirmation*) and Annex 5 (*Form of the Crossover CDS Confirmation*).

### **General**

The amount of principal payable is dependent upon whether certain default events (“**Credit Events**”) have occurred in respect of the Reference Entities under the Crossover CDS and the Europe CDS. The amounts outstanding in the Principal Account (which, *inter alia*, form part of the Collateral Package and redemption amounts payable on final maturity and early redemption) are, in part, dependent on whether Credit Events have occurred in respect of the Reference Entities under the Crossover CDS and the Europe CDS. Following a Credit Event under the Europe CDS which is a Governmental Intervention or certain Restructuring Credit Events, an Asset Package Credit Event (as defined in the 2014 Credit Derivatives Definitions) may occur and the amount of principal payable may be determined based on the value of a package of assets which a relevant obligation of the Reference Entity has been converted into or exchanged for (which may be worth significantly less than the principal amount of such original obligation of the Reference Entity or, where such original obligation has been expropriated for no compensation, may be zero).

Prospective investors in the Notes should be aware that depending on the terms thereof (i) they may receive no or a limited amount of interest, (ii) payment of principal and/or interest or delivery of any specified assets may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment.

The market price of the Notes may be volatile and will be affected by, amongst other things, the time remaining to the maturity date and the creditworthiness of the Reference Entities which in turn may be affected by the economic, financial and political events in one or more jurisdictions.

The Issuer's obligations in respect of the Notes are irrespective of the existence or amount of the Issuer's credit exposure to the Reference Entity, and the Issuer need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

### **Credit risk of Reference Entities**

The holders of the Notes will be exposed to the credit of the Reference Entities, which exposure shall be to the full extent of their investment in the Notes. Upon the occurrence of any specified Credit Event with respect to the Reference Entities that are components of the Europe Index, the Noteholders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of the Reference Entities. However, the holding of the Notes may not reflect the impact of investing in obligations of these Reference Entities, and losses in relation to the Notes could be considerably greater than would be suffered by a direct investor in the obligations of the Reference Entities and/or could arise for reasons unrelated to the Reference Entities. Noteholders should also note that a Credit Event may occur even if the obligations of the Reference Entities are unenforceable or their performance is prohibited by any applicable law or exchange controls.

Where cash settlement or auction settlement applies, the occurrence of a Credit Event in relation to the Reference Entity from time to time may result in a redemption of the Notes in a reduced principal amount or at zero and cessation of interest.

### **Credit Events**

The Notes are linked to the Europe Index and the Crossover Index, which are both composed of European Corporate Reference Entities. If an Event Determination Date occurs under the Europe CDS, the Issuer may need to sell all or part of the Individual Securities forming part of the Collateral Package held in the Custody Account in circumstances where amounts held in the Principal Account and the Interest Account are insufficient to pay the Auction Settlement Amount (or Cash Settlement Amount, as applicable) which will be calculated with respect to the relevant Credit Event, reducing the amount an investor would receive at redemption correspondingly. In the case of a reduction of the Floating Rate Payer Calculation Amount (as defined in the Europe CDS), investors will lose some or all of their investment amount.

### **Exposure to Credit Events or Successor determinations prior to the Trade Date**

The Notes may be exposed to the occurrence of Credit Events or Successor determinations based on events which have occurred prior to the Trade Date. Under the 2014 Credit Derivatives Definitions, the relevant period for Credit Events that may trigger settlement of a Swap Agreement begins on the "Credit Event Backstop Date" (as defined in the 2014 Credit Derivatives Definitions), which may be prior to the Trade Date. A similar look-back period of 90 calendar days prior to the date of a request to convene the relevant ISDA Credit Derivatives Determinations Committee (or, if applicable, the effective date of a notice to the other party and the Calculation Agent that describes the relevant succession) is applicable for purposes of any Successor determination. Under the 2014 Credit Derivatives Definitions, where on or after January 1, 2014, an entity assumes all of the obligations (including at least one relevant obligation) of a Reference Entity which is not a sovereign, in circumstances where the Reference Entity has ceased to exist, or is in the process of being dissolved and has not issued or incurred any borrowed money obligation at any time since the legally effective date of the assumption (such entity, a "**Universal Successor**"), the look-back period of 90 calendar days will not apply. Noteholders should conduct their own review of any recent developments with respect to the Reference Entity by consulting publicly available information. If a request to convene an ISDA Credit Derivatives Determinations Committee to determine whether a Credit Event or Successor determination has occurred with respect to the Reference Entity has been delivered prior to the Trade Date, details of such request may be found on the website of the International Swaps and Derivatives Association, Inc. ("**ISDA**"). If an ISDA Credit Derivatives Determinations Committee has not been convened to determine such matter as of the Trade Date, one may still be convened after the Trade Date in respect of an event that has occurred before the date of a request to convene such ISDA Credit Derivatives Determinations Committee.



### **Requirement for Publicly Available Information**

The Swap Agreement may specify that only publicly available information regarding a relevant event may be used to trigger or modify the transaction. The Credit Default Swaps contain standards as to what constitutes publicly available information. If a Credit Event or a succession occurs but the requisite public information about the event is not available within the applicable time periods, then the event will not take effect under the relevant Credit Default Swap.

### **Asset Package Delivery**

Under the Europe CDS, asset package delivery provisions may apply in respect of a Financial Reference Entity in certain circumstances if either (i) a governmental intervention has occurred or (ii) if “Restructuring” is an applicable Credit Event, a restructuring has occurred in respect of the reference obligation of a Financial Reference Entity, and such restructuring does not constitute a governmental intervention. Following a governmental intervention or a restructuring of a Reference Obligation in respect of a Financial Reference Entity, provided that there was an existing obligation of the Reference Entity which, immediately prior to the relevant governmental intervention to which such obligation is subject, constituted a deliverable obligation (a “**Prior Deliverable Obligation**”), the assets which result from such Prior Deliverable Obligation can be used for purposes of settling the Europe CDS (such settlement “**Asset Package Delivery**”). Asset Package Delivery may apply if an Asset Package Credit Event occurs unless such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event that triggered settlement. Asset Package Delivery may apply in circumstances where the deliverable obligation has either been converted into something that does not constitute a deliverable obligation (e.g. equity), written-down in part (such that it becomes uneconomic to deliver) or written-down in full (such that it is uneconomic to deliver, but in any event, there is no obligation that can actually be delivered). If no assets are received by the protection buyer, the asset package is deemed to have a value of zero. For purposes of Asset Package Delivery, the asset package for any holder of the relevant Prior Deliverable Obligation will consist of all of the assets in the proportion received or retained by such holder in connection with the Asset Package Credit Event. If the asset package is not capable of being transferred (excluding due to market conditions) to institutional investors or is not of the type typically traded in, or suitable for being traded in, financial markets, the asset shall be deemed to be an amount of cash equal to the market value thereof.

### **Reference Obligations under the Credit Default Swaps**

Under the terms of the Credit Default Swaps, the relevant reference obligation may be the obligation specified as the market standard reference obligation for the relevant Reference Entity for the relevant seniority level (the “**Standard Reference Obligation**” or “**SRO**”) when such SRO is published on the relevant SRO list. Noteholders should be aware that the rules outlining the selection and replacement of the Standard Reference Obligation are contained within the Standard Reference Obligation Rules, as published by ISDA and as amended and/or supplemented from time to time in accordance with the terms thereof (the “**SRO Rules**”). The SRO for a relevant seniority level will only be replaced by the relevant ISDA Credit Derivatives Determinations Committee in certain circumstances set out in the SRO Rules (for example, if the Standard Reference Obligation matures, is redeemed or is no longer an obligation of the Reference Entity, amongst others) after performing the necessary legal review and the Calculation Agent or the Swap Counterparty is not under an obligation to replace the SRO if a substitution event occurs.

### **Outstanding Principal Balance**

The calculation of the outstanding principal balance of a deliverable obligation under the Credit Default Swaps is determined by (i) firstly ascertaining all principal payment obligations of the relevant

Reference Entity (ii) then determining all or any portion of such principal payment obligations that are subject to a contingency (other than a permitted contingency) or prohibited action which need to be disregarded, leaving an amount equal to the non-contingent amount and (iii) finally, determining the claim that could be validly asserted against such Reference Entity in respect of such non-contingent amount if the obligation was redeemed or accelerated which would be the outstanding principal balance. If payments of principal are subject to a contingency, the outstanding principal balance could be less than the principal balance (and depending upon the type of contingency, could be zero).

#### **Swap Counterparty and/or Calculation Agent will act in their sole discretion**

The Swap Counterparty and/or the Calculation Agent will exercise its rights under the terms of the Notes, including in particular the right to designate a Credit Event and the right to select obligations of the Reference Entity for valuation, in its sole discretion, and not in the interests of Noteholders. The exercise of such rights in such manner, for example by the selection of the eligible obligations of the Reference Entity having the lowest possible market value for valuation, may result in an increased credit loss for Noteholders.

The determination by the Swap Counterparty and/or the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Swap Counterparty and/or the Calculation Agent shall (in the absence of manifest error) be final and binding on the Noteholders. In performing its duties pursuant to the Notes and making any determinations expressed to be made by it, the Swap Counterparty and/or the Calculation Agent shall act in its sole and absolute discretion and is under no obligation to act in the interests of the Noteholders, nor will it be liable to account for any profit or other benefit which may accrue to it as a result of such determinations.

#### **Corporate Actions of the Reference Entities may affect the value of the Notes**

Corporate actions of the Reference Entities may adversely affect the value of the Notes. Noteholders should also be aware that the Reference Entities to which the value of the Notes is exposed, and the terms of such exposure, may change over the term of the Notes.

#### **No legal or beneficial interest in Obligations of Reference Entities**

Under the Credit Default Swaps, the Issuer will have a contractual relationship only with the Swap Counterparty and not with any obligor in respect of any Reference Obligation or with any Reference Entity. Consequently, neither of the Credit Default Swaps will constitute a purchase or other acquisition or assignment of any interest in any Reference Obligation or against any Reference Entity. The Issuer and the Trustee will have rights solely against the Swap Counterparty and will have no recourse against the obligors in respect of any Reference Obligation or against any Reference Entity. None of the Issuer, the Trustee, the Noteholders or any other entity will have any rights to acquire from the Swap Counterparty (or to require the Swap Counterparty to transfer, assign or otherwise dispose of) any interest in any obligation of any Reference Entity. Moreover, the Swap Counterparty will not grant the Issuer or the Trustee any security interest in any such obligation.

None of the Issuer, Citigroup Global Markets Limited, the Trustee or any other person on their behalf has undertaken any legal due diligence in respect of the Reference Entities.

### **Limited liquidity of the Reference Obligations**

Some of the Reference Obligations may have no, or only a limited, trading market. The liquidity of Reference Obligations will generally fluctuate with, among other things, the underlying liquidity of the loan and bond markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the Reference Entities. The financial markets have experienced periods of volatility and reduced liquidity which may reoccur and reduce the market value of the Reference Obligations.

Some or all of the Reference Obligations may also be subject to restrictions on transfer and may be considered illiquid. If a Credit Event occurs in respect of a Reference Entity, any resulting diminution in market value of the related Reference Obligation(s) could be further magnified by reason of such limited liquidity for Reference Obligations generally or that Reference Obligation in particular.

Moreover, the limited scope of information available to the Issuer, Citigroup Global Markets Limited, the Trustee and the Noteholders regarding the Reference Entities and the nature of any Credit Event may affect the liquidity of the Notes. Consequently, any purchaser of the Notes must be prepared to hold such Notes for an indefinite period of time or until redemption of the Notes.

### **Swap Counterparty and/or Calculation Agent will act in their own interests**

The Swap Counterparty and/or the Calculation Agent will exercise its rights under the terms of the Notes, including in particular the right to designate a Credit Event, in its own interests, and not in the interests of Noteholders. The determination by the Swap Counterparty and/or the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Swap Counterparty and/or the Calculation Agent shall (in the absence of manifest error) be final and binding on the Noteholders. In performing its duties pursuant to the Notes and making any determinations expressed to be made by it, the Swap Counterparty and/or the Calculation Agent shall act in its sole and absolute discretion and is under no obligation to act in the interests of the Noteholders, nor will it be liable to account for any profit or other benefit which may accrue to it as a result of such determinations. The Swap Counterparty and/or the Calculation Agent is not bound to follow, or act in accordance with, any determination of any Credit Derivatives Determinations Committee.

### **“Cheapest-to-Deliver” risk**

Under the Europe CDS, since the Swap Counterparty, as the buyer of protection, has discretion to choose the portfolio of obligations to be valued following a Credit Event in respect of a Reference Entity, it is likely that the portfolio of obligations selected will be obligations of such Reference Entity with the lowest anticipated market value that are permitted to be selected pursuant to the terms of the Notes. This could result in a lower recovery value and hence greater losses for Noteholders.

### **Leverage**

Losses on the Notes will be “leveraged” because the notional amount of the Europe CDS is larger than the principal amount of the Notes by a factor of five. Losses in the relevant Reference Portfolio may therefore have a greater impact on the Notes than would be the case for direct investments in such Reference Portfolio (i.e. prospective investors should be aware that the Notes may lose their entire value notwithstanding the fact that the relevant Reference Portfolio may not have defaulted in full). The market value of the Notes may also be more volatile than the value of direct investments in the relevant Reference Portfolio, as a result of losses in such Reference Portfolio and/or changes to market parameters such as credit spreads, credit recovery or interest rates.

### **Market Value Deficit Event**

If a Market Value Trigger Early Redemption Event occurs (including in circumstances where the 100% Noteholders have failed to provide Supplementary Collateral in an aggregate amount equal to the Market Value Deficit Amount), the Swap Agreement may, if the Swap Counterparty so elects, terminate and the Notes shall early redeem. The amount paid to Noteholders may be significantly less than the Noteholders' original investment and may be zero.

Prospective investors should note that an Additional Supplementary Collateral Notice may be delivered on more than one occasion.

Amounts standing to the credit of the Principal Account and/or the Interest Account from time to time may be applied by the Issuer to pay Auction Settlement Amounts or Cash Settlement Amounts (as applicable) or other amounts due to the Swap Counterparty under the Europe CDS or to pay fixed amounts for the protection purchased in relation to the Crossover Index due to the Swap Counterparty. Accordingly, Noteholders may not receive back the full amount, or may receive back none, of the cash (and/or securities, where applicable) paid to the Issuer.

Payment of any amount standing to the credit of the Principal Account will be made on redemption in full of the Notes to the holder of the Notes. Accordingly, if Noteholders transfer any Notes, they will lose any entitlement to repayment of any amount standing to the credit of the Principal Account.

### **Failure by a Noteholder to provide Supplementary Collateral**

In the event that the 100% Noteholders all elect to provide Supplementary Collateral following the occurrence of a Barrier Event or Market Value Deficit Event, but only some, but not all, Noteholders make payment and/or delivery (as applicable) of their *pro rata* share of the Barrier Deficit Amount or Market Value Deficit Amount for any reason; any Noteholders who have transferred Supplementary Collateral will not be entitled to the return of such cash and/or securities (as applicable) and any Supplementary Collateral delivered to the Issuer shall form part of the Collateral Package.

### **Payments of Principal and/or Interest in the Notes may be deferred or suspended**

Payments of the Final Redemption Amount and/or Interest Amounts may be postponed on the occurrence of an Event Determination Date under the Europe CDS (including any period where the related credit loss has not been determined as at the relevant date for payment in respect of the Europe CDS). In certain circumstances, for example where (i) a Credit Event has occurred in respect of the Europe CDS and the related credit loss has not been determined as at the relevant date for payment, (ii) where a potential Credit Event exists as at the scheduled maturity of the Notes or (iii) pending a resolution of an ISDA Credit Derivatives Determinations Committee, payment of the Final Redemption Amount and/or Interest Amounts on the Notes may be deferred for a material period in whole or part and the disposal, purchase and/or substitution of securities in the Custody Account (including Individual Securities) may be postponed for a material period (unless such substitution is to substitute the securities for their liquidation proceeds), in each case without compensation to Noteholders. In the case of interest, such amounts shall be postponed to the Interest Payment Date immediately falling after the date on which the relevant Settlement Amount under the Europe CDS has been paid, during which time any amounts in the Interest Account may still be applied, *inter alia*, towards settlement amounts under the Europe CDS and fixed amounts for the protection purchased in relation to the Crossover Index payable by the Issuer to the Swap Counterparty.

Payment of principal on the Maturity Date may also be postponed if the Final Redemption Amount would be less than 10 per cent. of the Initial Principal Amount of the Notes (subject to redemptions, purchases and cancellations related thereto), as determined by the Calculation Agent. See risk

factor entitled 'Maturity Date may be extended to the Extended Maturity Date (Collateral Package)' below.

#### **Scheduled Termination Date of the Crossover CDS**

The Crossover CDS is scheduled to terminate on 20 June 2022. No settlement amounts in respect of the occurrence of a Credit Event on a Reference Entity under the Crossover Index after 20 June 2022 shall be payable by the Swap Counterparty to the Issuer (although the Event Determination Date in respect of such Credit Event may occur after the scheduled termination date of the Crossover CDS and settlement amounts relating to the occurrence of a Credit Event falling on or prior to 20 June 2022 may be payable after such termination date). The settlement amounts deposited into the Principal Account and in turn, the redemption amount of the Notes on final redemption or on early redemption, may be less than the amount which the Issuer might have redeemed had the Crossover CDS been scheduled to redeem on the Scheduled Maturity Date of the Notes.

#### **Payment of Interest on the Notes may be zero**

Interest payments on the Notes are funded by amounts held in the Interest Account. Amounts in the Interest Account reflect the sum of (i) Party A Fixed Amounts (as defined in the Europe CDS, being periodic fixed amounts for the protection purchased in relation to the Europe Index payable by the Swap Counterparty to the Issuer) the Issuer receives under the Europe CDS *minus* all or a portion of the Party B Fixed Amounts (as defined in the Crossover CDS, being periodic fixed amounts for the protection purchased in relation to the Crossover Index payable by the Issuer to the Swap Counterparty) the Swap Counterparty receives under the Crossover CDS, (ii) any interest paid to the Issuer under the Individual Securities held in the Collateral Package and (iii) any Surplus Amounts.

If (A) no such amounts are paid into the Issuer's Interest Account in the relevant interest period, the Interest Amounts paid to the Noteholders shall be zero or (B) the settlement amounts payable by the Issuer to the Swap Counterparty under the Europe CDS are higher than the sums available in the Principal Account such that the outstanding settlement amounts are, in full or in part, paid out of the Interest Account, the amounts held in the Interest Account may be reduced and the Interest Amounts paid to the Noteholders may be zero or less than if such settlement amounts under the Europe CDS had not been paid out of the Interest Account.

Amounts held in the Interest Account are also applied by the Issuer towards periodic fixed amounts for the protection purchased in relation to the Crossover Index payable by the Issuer to the Swap Counterparty. Any such periodic fixed payments will reduce the sums held in the Interest Account and the Interest Amounts paid to the Noteholders may be zero. If the balance of the Interest Account is insufficient for the Issuer to make the full payment of such periodic fixed amounts under the Crossover CDS, any outstanding portion of such periodic fixed amounts shall be payable by application of the cash standing to the credit of the Principal Account and, if the balance of the Principal Account is reduced to zero or is equal to zero, by application of sale proceeds from the liquidation of Individual Securities forming part of the Collateral Package. Application of amounts held in the Principal Account and/or the liquidation of the Individual Securities (if the balances of the Cash Accounts are reduced or equal to zero) may significantly reduce any amounts payable to the Noteholders on redemption.

#### **Risk Factors relating to the Swap Counterparty and the Swap Agreement**

The ability of the Issuer to meet its obligations under the Notes will depend on the receipt by it of payments under the Swap Agreement. Consequently, the Issuer is exposed not only to the occurrence of Credit Events in relation to any of the Reference Entities, 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.

### **Risk Factors relating to the Individual Securities**

#### **No investigations**

Except to the extent the Calculation Agent has determined in accordance with the Conditions that the Individual Securities forming part of the Collateral Package meet the Eligibility Criteria (and that the Ramp-Up Collateral Conditions or the Substitution Collateral Conditions (as applicable) are satisfied), no investigations, searches or other enquiries have been made by or on behalf of any other party including the Issuer, the Dealer, the Swap Counterparty, the Calculation Agent or the Trustee in respect of such Individual Securities and it is the 100% Noteholders who select the Individual Securities to form part of the Collateral Package. No representations or warranties, express or implied, have been given by the Issuer, the Dealer, the Swap Counterparty, the Calculation Agent, the Trustee or any other person on their behalf in respect of the Individual Securities forming part of the Collateral Package.

Noteholders are exposed to the credit risk of each obligor of the Individual Securities and the market value of such Individual Securities forming part of the Collateral Package. The Issuer may have to fund its payment obligations under the Conditions and/or the Swap Agreement by the sale of all or part of the Individual Securities forming part of the Collateral Package.

Purchasers of the Notes should conduct such independent investigation and analysis regarding, *inter alia*, the obligors of the Individual Securities forming part of the Collateral Package and the Individual Securities themselves as they deem appropriate to evaluate the merits and risks of an investment in the Notes. The price realised on sale of such Individual Securities by the Issuer and the market value of such Individual Securities, will generally fluctuate with, among other things, the liquidity and volatility of the financial markets, general economic conditions, domestic and international political events, developments or trends in the global banking industry and the financial condition of such obligors of the Individual Securities and/or their underlying obligations.

Depending on the market price of the Individual Securities, any of these events may cause significant losses to the Noteholders and may result in the Notes redeeming at zero.

#### **Disclosure of information on Individual Securities**

The Arranger and the Dealer may have acquired, or during the term of the Notes may acquire, confidential information or enter into transactions with respect to any Individual Securities forming part of the Collateral Package and they shall not be under any duty to disclose such confidential information or the nature of any transaction to any Noteholder or Issuer.

#### **Selection of Individual Securities**

Securities selected by the 100% Noteholders (i) during the period up to, and including, the Ramp-Up Period End Date and (ii) on substitution from, but excluding, the Ramp-Up Period End Date to, and including, the tenth Business Day prior to the Scheduled Maturity Date, must satisfy certain Eligibility Criteria (and the Ramp-up Collateral Conditions or the Substitution Collateral Conditions, as applicable) before they are purchased by the Issuer. There is no guarantee that the securities proposed by the 100% Noteholders will meet such criteria and conditions, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. In such circumstances, the relevant securities selected by the 100% Noteholders will not constitute Individual Securities and form part of the Collateral Package.

### **Credit ratings and market value of the Individual Securities**

Payments on the Notes on final maturity and at early redemption will be funded, among other things, by the liquidation of Individual Securities held in the Custody Account, and such amounts will reflect the value of the underlying obligations of the Individual Securities at a given date. The sole holder of 100% outstanding principal amount of the Notes at the relevant time will have the right to purchase the relevant portion of the Individual Securities to be sold by matching the highest bid quotation received (and if no bid quotations are received by the Disposal Agent, at any price determined by the such Noteholder). In cases where such Noteholder elects not to exercise this right, the relevant payments on the Notes may be less than the recovery which would ultimately be realised by a holder of Individual Securities.

The credit ratings and value of the Individual Securities are linked to the performance of their respective underlying obligations and may deteriorate over the term of the Notes which may affect the market value of such Individual Securities on liquidation. In this case, amounts paid to Noteholders on final redemption and/or early redemption may be significantly less than the Noteholders' original investment and may be zero.

### **Individual Securities may be substituted**

Subject to any suspension provisions (as discussed in the risk factor entitled 'Purchase and substitution of Individual Securities may be suspended' below), Individual Securities forming part of the Collateral Package may be substituted (or, if so specified in the relevant Substitution Direction, liquidated such that their liquidation proceeds form part of the Collateral Package) on any Business Day from, but excluding, the Ramp-Up Period End Date to, and including, the tenth Business Day prior to the Scheduled Maturity Date following a request by the 100% Noteholders provided that the proposed alternative securities satisfy the Eligibility Criteria, the Substitution Collateral Conditions are satisfied and no more than three substitution requests are made to the Issuer during any given six calendar month period. The market value of Alternative Securities forming part of the Collateral Package following substitution may be more or less volatile than the market value of Individual Securities they have been substituted for (or in the case where Individual Securities have been substituted for their liquidation proceeds, such cash amounts they have been substituted for) and as a result may reduce the amounts payable under the Notes as compared against amounts payable where the original Individual Securities had not been substituted. Prospective Noteholders should conduct their own investigation into the composition of the Individual Securities forming part of the Collateral Package at the time of purchase of any Notes.

### **Purchase and substitution of Individual Securities may be suspended**

The ability of the 100% Noteholders to request purchase of Individual Securities up to, and including, the Ramp-Up Period End Date and to substitute Individual Securities forming part of the Collateral Package from, but excluding, the Ramp-Up Period End Date to, and including, the tenth Business Day prior to the Scheduled Maturity Date may be suspended until any obligations of the Issuer to pay to the Swap Counterparty the relevant Settlement Amount (as defined in the Europe CDS) under the Europe CDS have been discharged, unless the relevant substitution request relates to a substitution of Individual Securities for their liquidation proceeds in EUR.

If an Event Determination Date occurs under the Europe CDS and the ability of the 100% Noteholders to request purchase of Individual Securities during the period on or before the Ramp-Up Period End Date is suspended as described in the paragraph above, the Ramp-Up Period End Date will not be extended if the suspension continues after the Ramp-Up Period End Date such that any securities the 100% Noteholders may have planned to request that the Issuer purchase before the Ramp-Up Period End Date will not be purchased by the Issuer and will not form part of the

Collateral Package unless the 100% Noteholders include such proposed securities in a Substitution Direction (provided that such securities are still available).

If the Individual Securities which the 100% Noteholders have requested substitution for are redeemed or repaid (following which their proceeds would be deposited into the Principal Account) during the suspension period, such Individual Securities will no longer be available for substitution and as a result may reduce the amounts payable under the Notes as compared against amounts payable had the Individual Securities been substituted. In addition, there is no guarantee that the proposed alternative securities will still be available for purchase by the Issuer following the end of the suspension period.

In addition, no Substitution Directions may be made by the 100% Noteholders from the occurrence of a Final Credit Exhaustion Event. A Final Credit Exhaustion Event occurs where immediately following the payment by the Issuer to the Swap Counterparty of any Settlement Amount under the Europe CDS, the sum of any cash standing to the credit of the Principal Account plus the aggregate nominal amount of the Individual Securities forming part of the Collateral Package is less than the Principal Coverage Amount.

#### **Individual Securities maturing after the Maturity Date of the Notes**

In the case of Individual Securities forming part of the Collateral Package which are scheduled to mature only following the Maturity Date of the Notes, their market value on liquidation of such Individual Securities for purposes of calculating the final redemption amount at maturity of the Notes may be significantly less than the purchase price or nominal amount.

#### **Maturity Date may be extended to the Extended Maturity Date (Collateral Package)**

Unless a Final Credit Exhaustion Event has occurred, if the Calculation Agent, no earlier than the fifth Business Day prior to the Scheduled Maturity Date (or the Extended Maturity Date (Swap), if applicable) determines that if the outstanding Individual Securities forming part of the Collateral Package were to be sold, the sum of (a) any cash standing to the credit of the Principal Account and (b) the aggregate market value of such Individual Securities would be less than the Principal Coverage Amount, the Scheduled Maturity Date (or the Extended Maturity Date (Swap), if applicable) shall be postponed to the latest scheduled maturity date of such Individual Securities. Subject to any early redemption events, there may therefore be a long delay following the Scheduled Maturity Date before the Noteholders receive the Final Redemption Amount (unless the 100% Noteholders exercise an option to early redeem the Notes and to receive the Early Redemption Amount) and such amount may be significantly less than the amount the Noteholders would have received if the Final Redemption Amount was paid on the Scheduled Maturity Date.



## Incorporation by Reference

The provisions contained in pages 1 to 262 of the Base Prospectus, which constitutes a Base Listing Particulars for the purposes of admission to trading on the Global Exchange Market at Euronext Dublin, shall be deemed to be incorporated into and form part of these Series Listing Particulars in its entirety, save that any statement contained in the Base Prospectus shall be deemed to be modified or superseded for the purpose of these Series Listing Particulars 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 be deemed, except as so modified or superseded, to constitute a part of these Series Listing Particulars. These Series Listing Particulars must be read in conjunction with the Base Prospectus and full information on the Issuer and the offer of the Notes is only available on the basis of the combination of the provisions set out within this document and the provisions of the Base Prospectus incorporated herein.

As at the Issue Date, the Base Prospectus and the Issuer's audited financial statements in respect of its financial years ended 31 December 2017 and 31 December 2016 (contained within Schedules 1 and 2, respectively, of Issuer Disclosure Annex 3 to the Base Prospectus) have been filed with the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and are also available for viewing on the website of Euronext Dublin using the following link:

[https://www.ise.ie/debt\\_documents/Base%20Prospectus\\_99ad8ea8-58e2-4be6-bb74-974d57ed1d5a.pdf](https://www.ise.ie/debt_documents/Base%20Prospectus_99ad8ea8-58e2-4be6-bb74-974d57ed1d5a.pdf)

The Swap Counterparty's audited financial statements in respect of its financial years ending 31 December 2018 and 31 December 2017 shall be deemed to be incorporated into and form part of these Series Listing Particulars.

## Terms and Conditions of the Notes

The terms and conditions of the Notes shall consist of the terms and conditions set out in the Base Prospectus as amended or supplemented below, which constitutes a base listing particulars for the purposes of admission to trading on the Global Exchange Market of Euronext Dublin. References in the Base Prospectus to terms set out in the Authorised Offering Document shall be deemed to refer to the terms set out below.

Prospective investors should note that these Series Listing Particulars do not constitute “final terms” within the meaning of Article 5.4 of the Prospectus Directive or the Prospectus Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available at any time to any retail investor (and, for the avoidance of doubt, this means any retail investor within or outside the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), 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 Regulation (EU) 2017/1129 of the European Parliament and of the Council (the “**Prospectus Regulation**”). Consequently, unless otherwise specified, no key information document required by Regulation (EU) No 1286/2014 (as amended, 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.

The Issuer has determined as at the Issue Date that the Notes are not subject to withholding on “dividend equivalent” payments pursuant to Section 871(m) of the Code and therefore are not treated as “Specified Notes” for the purposes of the Conditions. Prospective investors should review the section entitled “United States Withholding Taxes on Dividend Equivalent Payments” as set out on pages 194 and 195 of the Base Prospectus and consult their tax advisors in light of their own particular circumstances.

### Provisions appearing on the face of the Notes

1	Issuer:	Starling Finance Public Limited Company
2	Relevant Dealer/Lead Manager (including Stabilisation Manager (if any) and, if Syndicated Issue, Managers):	Citigroup Global Markets Limited (“ <b>CGML</b> ”)
3	Series:	2019-09
4	Tranche No:	1
5	ISIN:	XS2053045840
6	Common Code:	205304584
7	Currency (or Currencies in the case of Dual Currency Notes):	Euro (“ <b>EUR</b> ”)

8	Principal Amount:	<p>EUR 45,000,000 on the Issue Date (the “<b>Initial Principal Amount</b>”).</p> <p>Following any redemption, purchase pursuant to Condition 7.4 (<i>Purchases</i>) and cancellation of the Notes pursuant to Condition 7.10 (<i>Cancellation</i>), the aggregate outstanding principal amount of Notes shall be reduced accordingly.</p> <p>As soon as practicable following delivery (if applicable) or receipt by the Issuer (or the Calculation Agent on the Issuer’s behalf) from the Swap Counterparty of a Credit Event Notice and a Notice of Publicly Available Information (if applicable) under either of the Credit Default Swaps, notice of the same shall be given by or on behalf of the Issuer to the Noteholders in accordance with Condition 17 (<i>Notices</i>).</p>
9	<p>(a) Issue Date:</p> <p>(b) Date Board approval for issuance of Notes obtained:</p>	<p>15 October 2019</p> <p>11 October 2019</p>
10	Issue Price:	100 per cent.
<b>Provisions appearing on the back of the Notes</b>		
11	Form of the Notes:	Registered
12	Denomination(s):	EUR 100,000 and integral multiples of EUR 1,000 in excess thereof.
13	Status:	Secured and limited recourse obligations of the Issuer, secured as provided in paragraph 75 below (under the heading “The Security Arrangements”).
14	Interest Commencement Date (if different from Issue Date):	Issue Date
15	Interest Basis:	As described in paragraph 35 below (under the heading “Interest Amount”).
16	Interest Rate:	As described in paragraph 35 below (under the heading “Interest Amount”).
17	Interest Payment Date(s):	Subject to paragraph 37(b) below, the Interest Payment Date shall be the date falling on the second Business Day following each Interest Period Date, each such day subject to adjustment in accordance with the Following Business Day Convention, for which the Relevant Business Days are London and TARGET.
18	Relevant Time (Floating Rate Notes):	Not applicable

<b>19</b>	Determination Date(s) (if applicable):	Not applicable
<b>20</b>	Interest Determination Date (Floating Rate Notes):	Not applicable
<b>21</b>	Primary Source for Floating Rate (Floating Rate Notes):	Not applicable
<b>22</b>	Reference Banks (Floating Rate Notes):	Not applicable
<b>23</b>	Relevant Financial Centre (Floating Rate Notes):	Not applicable
<b>24</b>	Benchmark (Floating Rate Notes):	Not applicable
<b>25</b>	Broken Amount (Fixed Rate Notes):	Not applicable
<b>26</b>	Representative Amount (Floating Rate Notes):	Not applicable
<b>27</b>	Relevant Currency (Floating Rate Notes):	Not applicable
<b>28</b>	Effective Date (Floating Rate Notes):	Not applicable
<b>29</b>	Specified Duration (Floating Rate Notes):	Not applicable
<b>30</b>	Margin (Floating Rate Notes):	Not applicable
<b>31</b>	Rate Multiplier (if applicable):	Not applicable
<b>32</b>	Maximum/Minimum Interest Rate (if applicable):	Not applicable
<b>33</b>	Maximum/Minimum Instalment Amount (if applicable):	Not applicable
<b>34</b>	Maximum/Minimum Redemption Amount (if applicable):	Not applicable
<b>35</b>	Interest Amount:	In respect of each Interest Payment Date, the Interest Amount payable in respect of each Note shall be calculated by the Calculation Agent as being an amount equal to its <i>pro rata</i> share of any amount in EUR standing to the credit of the Interest Account at the end of the Interest Accrual Period (as extended, if relevant, in accordance with paragraph 37(b) below) equal to the following, in each case in respect of the relevant Interest Accrual Period:

- (a) the aggregate interest amounts receivable in respect of the Individual Securities forming part of the Collateral Package (and in respect of the first Interest Accrual Period, any interest amounts receivable in respect of such Individual Securities shall accrue only from, and including, the later of (i) the Issue Date of the Notes and (ii) the date the Issuer purchases such Individual Security in accordance with sub-paragraph (a) (*Purchase of Individual Securities*) of Annex 1 of the Conditions); *plus*
- (b) an amount equal to the aggregate Surplus Amounts (if any); *plus*
- (c) an amount equal to the Party A Fixed Amounts (as defined in the Europe CDS) payable to the Issuer by the Swap Counterparty in respect of the relevant Fixed Rate Payer Payment Date (as defined in the Europe CDS) under the Europe CDS; *less*
- (d) an amount equal to the Party B Fixed Amounts (as defined in the Crossover CDS) payable to the Swap Counterparty by the Issuer in respect of the relevant Fixed Rate Payer Payment Date (as defined in the Crossover CDS) under the Crossover CDS (if any); *less*
- (e) any other amounts permitted to be paid out of the Interest Account in accordance with the Conditions (including where paragraph 37(b) below applies, which shall reduce the credit balance of the Interest Account to the extent any sums are applied by the Issuer to pay any Settlement Amount in accordance with the Europe CDS),

subject to a minimum of zero and to sub-paragraphs (c)(i) (*Application of amounts to settle Europe CDS*) and (c)(ii) (*Application of amounts to pay any Party B Fixed Amounts under the Crossover CDS*) of Annex 1 of the Conditions.

For the avoidance of doubt, any Party B Fixed Amounts (as defined in the Crossover CDS) payable by the Issuer under the Crossover CDS shall (1) cease after 20 June 2022 (being the Scheduled Termination Date (as defined in the Crossover CDS) of the Crossover CDS), (2) not be subject to suspension in accordance with sub-paragraph (c)(iv) (*Suspension of payments following a Credit Event*) of Annex 1 of the Conditions and (3) be paid in accordance with sub-paragraph (c)(ii) (*Application of amounts to pay any Party B Fixed Amounts under the Crossover CDS*) of Annex 1 of the Conditions.

Interest will be payable in arrear on the relevant Interest Payment Date.

The Interest Amount will continue to accrue up to, but excluding, the final Interest Period Date, notwithstanding the occurrence of any Credit Events under each of the Credit Default Swaps.

- |    |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36 | Day Count Fraction:                      | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 37 | Interest Period Date(s) (if applicable): | <p>(a) Subject to paragraph 37(b) below, the Interest Period Dates shall be 20 March, 20 June, 20 September and 20 December in each year commencing on 20 December 2019 (a short initial Interest Accrual Period) and ending on the earlier to occur of the Scheduled Maturity Date (or in the case where the Scheduled Maturity Date has been extended pursuant to paragraph 39(d) below, the Extended Maturity Date (Collateral Package)) and the Early Redemption Date (if applicable), each such day subject to adjustment in accordance with the Following Business Day Convention for which the Relevant Business Days are London and TARGET.</p> <p>(b) If (i) an Event Determination Date occurs with respect to a Reference Entity referenced by the Europe CDS during an Interest Accrual Period and (ii) the relevant Settlement Amount in respect of the relevant Credit Event has not been paid by the Issuer to the Swap Counterparty on or prior to the end of such Interest Accrual Period, then (1) in the case where such Event Determination Date occurs during the final Interest Accrual Period, the final Interest Period Date shall be postponed to the second Business Day prior to the date the relevant Early Redemption Amount or Final Redemption Amount (as applicable) is payable on and (2) in any other case, the relevant Interest Period Date shall be postponed to the second Business Day prior to the Interest Payment Date immediately falling after the date on which the relevant Settlement Amount has been paid.</p> |

**“Interest Accrual Period”** means the period beginning on (and including) the Trade 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.

Notice of any such postponement will be given to the Noteholders in accordance with Condition 17 (*Notices*) by the Issuer (or the Calculation Agent on the Issuer’s behalf).

**No additional amounts of interest or otherwise will be payable by the Issuer or the Swap Counterparty as a result of any postponement.**

**38** Redemption Amount:

(a) Redemption Amount payable on final maturity pursuant to Condition 7.1:

Subject to sub-paragraph (c)(iv) (*Suspension of payments following a Credit Event*) of Annex 1 of the Conditions, the Final Redemption Amount in respect of each Note shall be calculated by the Calculation Agent as being an amount in EUR equal to its *pro rata* share of the sum of:

- (a) the amount standing to the credit of the Principal Account on the Maturity Date equal to:
  - (i) any proceeds from the liquidation (other than any Surplus Amounts), prepayment, early redemption or final redemption of any Individual Securities (including for the avoidance of doubt, any Alternative Securities in the form of securities and/or Supplementary Collateral in the form of securities provided by the Noteholders) in the Collateral Package; *plus*
  - (ii) any Settlement Amount (as defined in the Crossover CDS) payable to the Issuer by the Swap Counterparty under the Crossover CDS; *plus*
  - (iii) any Supplementary Collateral in the form of cash provided by the Noteholders; *less*
  - (iv) any Settlement Amount (as defined in the Europe CDS) payable by the Issuer to the Swap Counterparty in accordance with sub-paragraph (c) (*Credit Events, Collateral Sale, Suspension of Payments and Collateral Exhaustion Event*) of Annex 1 of the Conditions; *less*
  - (v) any amounts permitted to be paid out of the Principal Account in accordance with the Conditions; and
- (b) all cash sums derived from the liquidation of outstanding Individual Securities held by the Issuer in the Custody Account prior to the Maturity Date in accordance with Condition 4.4 (*Disposal Agent*) (as amended).

**No additional amounts (in addition to any amounts calculated in accordance with these Conditions) shall be payable by the Issuer or the Swap Counterparty solely as a result of the redemption of the Notes falling on a date after the Scheduled Maturity Date.**

(b) Redemption Amount payable on mandatory redemption

Not applicable

- pursuant to Condition 7.2:
- (c) Redemption Amount payable on mandatory redemption pursuant to Condition 7.3: Early Redemption Amount
  - (d) Redemption Amount payable on exercise of Issuer's option pursuant to Condition 7.6: Not applicable
  - (e) Redemption Amount payable on exercise of Noteholder's option pursuant to Condition 7.7: Early Redemption Amount
  - (f) Redemption Amount payable on redemption pursuant to Condition 7.12: Early Redemption Amount
  - (g) Redemption Amount payable upon the acceleration of the Notes following the occurrence of an Event of Default pursuant to Condition 12: Early Redemption Amount

**Noteholders may receive different distributions and/or payments as a result of roundings effected by the Calculation Agent. In the event that the Notes are redeemed prior to the Maturity Date, the amount payable by the Issuer may be more or less than the principal amount of the Notes and may be zero.**

**39** Maturity Date:

Two Business Days following 20 June 2026 (which is, for the avoidance of doubt, as at the date of these Series Listing Particulars, scheduled to fall on 23 June 2026) (such date being the “**Scheduled Maturity Date**”) or, if applicable, the latest of each of the dates as determined below (each event causing an extension to the Maturity Date of the Notes, a “**Maturity Date Extension Event**”):



- (a) if an Event Determination Date or DC Credit Event Question Dismissal has occurred or if, for any reason, the Extension Date does not fall on the Scheduled Termination Date (each as defined in the Europe CDS), two Business Days following the Termination Date of the Europe CDS (or, if any event under the Europe CDS results in the Calculation Agent only being able to determine the Termination Date of the Europe CDS on a date after such date has occurred, two Business Days following the date that the Calculation Agent is able to make such determination);
- (b) if the Swap Counterparty notifies the Issuer pursuant to the Europe CDS (such notice, a “**Potential Credit Event Notice**”) at any time on or prior to the Scheduled Maturity Date of its determination (which shall be exercisable in its sole and absolute discretion) that a Credit Event may have occurred in the period from and including the Credit Linkage Start Date to and including the Credit Linkage End Date in respect of which an Event Determination Date has not occurred, or the determination as to whether such Credit Event has occurred cannot be resolved in accordance with the terms of the Europe CDS on or before the Scheduled Maturity Date, or the Calculation Agent is of the view that a Credit Event Resolution Request Date could occur after the Scheduled Maturity Date, the Maturity Date shall be postponed until the date falling two Business Days following the later of the final day of (i) the Notice Delivery Period; and (ii) the Post Dismissal Additional Period (if any) or such later date on which, in the reasonable opinion of the Calculation Agent, an Event Determination Date can no longer occur with respect to such Credit Event;
- (c) if, with respect to a Reference Entity, an Event Determination Date occurs and the Auction Settlement Amount (or Cash Settlement Amount, if applicable) in respect of the relevant Credit Event has not been determined under the Europe CDS as of the Scheduled Maturity Date, then the Maturity Date shall be postponed until the date falling two Business Days following the relevant Settlement Date; and
- (d) unless a Final Credit Exhaustion Event has occurred, if the Calculation Agent, no earlier than the fifth Business Day prior to the Scheduled Maturity Date (or the Extended Maturity Date (Swap), if applicable) determines, acting in good faith and in a commercially reasonable manner, that if the outstanding Individual

Securities forming part of the Collateral Package were to be sold pursuant to Condition 4.4, the sum of (a) any cash standing to the credit of the Principal Account and (b) the aggregate market value of such Individual Securities would be less than the Principal Coverage Amount, the Scheduled Maturity Date (or the Extended Maturity Date (Swap), if applicable) shall be postponed to the latest scheduled maturity date of such Individual Securities,

(such extended date (x) in the case where the Scheduled Maturity Date has been extended in accordance with sub-paragraphs (a), (b) or (c) above, the “**Extended Maturity Date (Swap)**” and (y) in the case where the Scheduled Maturity Date has been extended in accordance with sub-paragraph (d) above, the “**Extended Maturity Date (Collateral Package)**”). The Calculation Agent shall notify the Noteholders of the Extended Maturity Date (Swap) or the Extended Maturity Date (Collateral Package) (as applicable) as soon as practicable following its determination.

For the avoidance of doubt, in relation to sub-paragraphs (a), (b) or (c) above, the Settlement Date may be postponed following the occurrence of a DC Credit Event Meeting Announcement (as defined in the Credit Default Swap). See also “Payments of Principal and/or Interest in the Notes may be deferred or suspended” risk factor in “Risk Factors” above.

Notice of any Potential Credit Event Notice will be given to the Noteholders in accordance with Condition 17 (*Notices*) by the Issuer promptly after receipt by the Issuer thereof from the Swap Counterparty. In addition, notice of the postponed Maturity Date will be given to the Noteholders in accordance with Condition 17 (*Notices*) by the Issuer promptly after the postponed Maturity Date is determined.

The Swap Counterparty may send more than one Potential Credit Event Notice during the term of the Notes and in the event of the occurrence of more than one Maturity Date Extension Event the Maturity Date shall be postponed until the latest of the dates determined pursuant to each Maturity Date Extension Event described above.

**For the avoidance of doubt, Interest Amounts shall continue to be payable in the case where the Scheduled Maturity Date has been extended to the Extended Maturity Date (Collateral Package). However, no additional amounts or otherwise (in addition to any Interest Amounts calculated in accordance with these Conditions) will be payable by the Issuer or the Swap Counterparty solely as a result of any postponement of the Maturity Date.**

**Capitalised terms used but not otherwise defined in this paragraph 39 shall have the meanings given to such terms in the Europe CDS.**

<b>40</b>	Cut-Off Date (Floating Rate Notes):	Not applicable
<b>41</b>	Redemption for taxation reasons permitted on days other than Interest Payment Dates:	Yes
<b>42</b>	Index/Formula (Indexed Notes):	Not applicable
<b>43</b>	Calculation Agent:	<p>Citigroup Global Markets Limited.</p> <p>The Calculation Agent may in good faith make such amendment to, or supplement, the Conditions following the announcement or publication by the International Swaps and Derivatives Association, Inc. of any provision, standard protocol or material relating to credit derivatives transactions which affects the Notes, either of the Credit Default Swaps or any hedge transaction related to the Notes or the Swap Agreement entered into by the Issuer, the Swap Counterparty or any of its affiliates as the Calculation Agent determines appropriate to take into account the effect of such provision, standard protocol or material.</p>
<b>44</b>	Dual Currency Notes:	Not applicable
<b>45</b>	Partly-Paid Notes:	Not applicable
<b>46</b>	Amortisation Yield (Zero Coupon Notes):	Not applicable
<b>47</b>	Redemption at the option of the Issuer or other Issuer's option (if applicable):	Not applicable
<b>48</b>	Redemption at the option of the Noteholders or other Noteholders' Option (if applicable):	Applicable, if the Calculation Agent determines that the Scheduled Maturity Date has been extended to the Extended Maturity Date (Collateral Package) pursuant to paragraph 39(d) above, provided that such option can only be exercised by the 100% Noteholders.
<b>49</b>	Issuer's Option Period:	Not applicable
<b>50</b>	Noteholders' Option Period:	The period from, and including, the Scheduled Maturity Date (or the Extended Maturity Date (Swap), if applicable) to, but excluding, the Extended Maturity Date (Collateral Package).
<b>51</b>	Instalment Date(s) (if applicable):	Not applicable
<b>52</b>	Instalment Amount(s) (if applicable):	Not applicable

<b>53</b>	Noteholders' option to exchange Notes for the Net Asset Amount:	Not applicable
<b>54</b>	Unmatured Coupons to become void upon early redemption in full:	Not applicable
<b>55</b>	Talons to be attached to Notes and, if applicable, the number of Interest Payment Dates between the maturity of each Talon (Bearer Notes):	Not applicable
<b>56</b>	Business Day Jurisdictions for Condition 8.8 (jurisdictions required to be open for payment):	London and TARGET
<b>57</b>	Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with Condition 14.1 (if applicable):	None
<b>58</b>	Details of any other additions or variations to the Conditions:	See Annex 1
<b>59</b>	The Agents appointed in respect of the Notes are:	<p>Citibank, N.A., London Branch  Citigroup Centre  Canada Square  Canary Wharf  London E14 5LB  as Issuing and Paying Agent, Transfer Agent and Custodian  Citigroup Global Markets Limited  Citigroup Centre  Canada Square  Canary Wharf  London E14 5LB  as Disposal Agent and Calculation Agent  Citigroup Global Markets Europe AG  Agency and Trust Department  Reuterweg 16  60323 Frankfurt  Germany  as Registrar  Arthur Cox Listing Services Limited  Ten Earlsfort Terrace  Dublin 2</p>

		Ireland as Irish Listing Agent
60	Purchase by the Issuer of Notes:	The Issuer may purchase Notes
61	Settlement method:	Delivery against payment
62	Regulatory Amendment Determining Party:	Citigroup Global Markets Limited

#### **Provisions applicable to Global Notes and Certificates**

63	How Notes will be represented on issue:	Global Certificate
64	Applicable TEFRA exemption:	Not applicable
65	Whether Temporary/Permanent Global Note/Global Certificate is exchangeable for Definitive Notes/Individual Certificates at the request of the holder:	Yes, in limited circumstances, for Individual Certificates
66	New Global Note:	No
67	Intended to be held in a manner which would allow Eurosystem eligibility:	No. Whilst the designation is specified as “no” at the date of these Series Listing Particulars, 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.

#### **Provisions relating only to the sale and listing of the Notes**

68	Details of any additions or variations to the Dealer Agreement:	<p>Paragraph 3.2 of Appendix B (<i>Selling Restrictions</i>) of the Dealer Agreement shall be deleted and replaced with the following:</p> <p>“3.2 Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or otherwise make available any Notes to any retail investor (and, for the avoidance of doubt, this means any retail investor within or outside the European Economic Area). For the purposes of this provision:</p> <p>(a) the expression “retail investor” means a person who is one (or more) of the following:</p>
----	-----------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<ul style="list-style-type: none"> <li>(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "<b>MiFID II</b>"); or</li> <li>(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "<b>Insurance Mediation Directive</b>"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or</li> <li>(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council (the "<b>Prospectus Regulation</b>"); and</li> </ul>
	(b)	the expression "offer" includes 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."
<b>69</b>	(a)	Listing and admission to trading:
		Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (" <b>Euronext Dublin</b> ") for the Notes to be admitted to the Official List and to trading on the Global Exchange Market (the " <b>GEM</b> ") of Euronext Dublin. The GEM is not a regulated market for the purposes of Directive 2014/65/EU.
	(b)	Estimate of total expenses related to admission to trading:
		The estimate is EUR 3,150. All such expenses are being paid by the Dealer.
<b>70</b>	Dealers' commission (if applicable):	None
<b>71</b>	Method of Issue:	Individual Dealer
<b>72</b>	The following Dealers are subscribing to the Notes:	CGML
<b>73</b>	Prohibition of Sales to EEA Retail Investors:	Applicable
<b>74</b>	Rating (if applicable):	Not applicable

#### **The Security Arrangements**

<b>75</b>	Mortgaged Property:	
	(a) Initial Collateral:	The aggregate Individual Securities held by or on behalf of the Issuer on or prior to the Ramp-Up Period End Date shall constitute the Initial Collateral and at any time thereafter, the " <b>Initial Collateral</b> " shall be the aggregate of such Individual Securities as are held by the Custodian for the account of the Issuer at such time, subject to substitution or replacement in accordance with sub-paragraph (b) ( <i>Substitution of Individual Securities</i> ) of Annex 1 of the Conditions.

(b)	Security (order of priorities):	See Annex 2. The Trustee shall apply all moneys received by it under the Trust Deed in connection with the realisation or enforcement of the security constituted by or pursuant to the Trust Deed in accordance with Counterparty Priority A.
(c)	Swap Agreement (if applicable):	See Annexes 3, 4 and 5
	Swap Counterparty(ies):	Citigroup Global Markets Limited, whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.
	Swap Guarantor (if applicable):	Not applicable
	Swap Guarantee:	Not applicable
(d)	Option Agreement (if applicable):	Not applicable
	Option Counterparty(ies):	Not applicable
(e)	Details of Credit Support Document (if applicable):	Not applicable
	Credit Support Provider:	Not applicable
(f)	Details of Securities Lending Agreement:	Not applicable
	Loan Counterparty(ies):	Not applicable
(g)	Details of Other Security Document(s) (if applicable):	Not applicable
<b>76</b>	Noteholder Substitution of Initial Collateral:	Not applicable with respect to Condition 4.10 ( <i>Replacement of Initial Collateral</i> ). For the avoidance of doubt, the Individual Securities may be substituted pursuant to sub-paragraph (b) ( <i>Substitution of Individual Securities</i> ) of Annex 1 of the Conditions.

## Annex 1

### Amendments and Variations to the Conditions

#### (a) Purchase of Individual Securities

- (i) On any Business Day from, and including, the Issue Date to, and including, the Ramp-Up Period End Date, the 100% Noteholders may deliver a Purchase Direction to the Issuer to apply the relevant portion of issue proceeds of the Notes to purchase securities selected by the 100% Noteholders (the “**Proposed Securities**”).
- (ii) Following its receipt of a copy of the Purchase Direction from the 100% Noteholders, the Calculation Agent shall confirm receipt of such Purchase Direction and make the following determination within 2 Business Days following its confirmation of receipt.

If the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that:

- (A) the Proposed Securities meet the Eligibility Criteria and the Ramp-Up Collateral Conditions are satisfied, the Calculation Agent shall notify the Custodian, the Dealer, the Issuer and the 100% Noteholders of such determination and the Issuer shall, subject to sub-paragraph (c)(iv) (*Suspension of payments following a Credit Event*) of Annex 1 of the Conditions, purchase such Proposed Securities from the Dealer by transferring the purchase price of such Proposed Securities from the Principal Account to the Dealer in return for the transfer by the Dealer to the Issuer of the Proposed Securities. The Custodian shall procure that such Proposed Securities are transferred to the Custody Account; or
- (B) the Proposed Securities do not meet the Eligibility Criteria or the Ramp-Up Collateral Conditions are not satisfied, the Calculation Agent shall notify the Issuer and the 100% Noteholders of such determination as soon as reasonably practicable. The Issuer shall not purchase such Proposed Securities.

Upon the purchase by the Issuer of any Proposed Securities, such Proposed Securities shall constitute part of the Individual Securities and the Collateral Package.

- (iii) The aggregate Individual Securities held by or on behalf of the Issuer on or prior to the Ramp-Up Period End Date shall constitute the Initial Collateral and part of the Collateral Package in respect of the Notes, provided that the Calculation Agent determines, acting in good faith and in a commercially reasonable matter, that the following conditions (the “**Ramp-Up Collateral Conditions**”) will be satisfied:
  - (A) on the Ramp-Up Period End Date, the Collateral Package must comprise Individual Securities which, in aggregate, satisfy the Collateral Package Composition;
  - (B) immediately following each purchase of Proposed Securities, the Principal Coverage Requirement is satisfied; and
  - (C) at all times the Collateral Package must comprise cash and/or 100% investment grade rated CLOs (being a minimum of BBB- (S&P), Baa3 (Moody's) or BBB- (Fitch)), by two out of three of Moody's, S&P and Fitch.
- (iv) For the purposes of this sub-paragraph (a):

“**Purchase Direction**” means a written notice from the 100% Noteholders to the Issuer (with a copy of any such notice to the Calculation Agent, the Custodian and the Dealer), directing the Issuer to purchase Proposed Securities, subject to the following criteria:



- (A) such notice shall specify the Proposed Securities;
- (B) such notice shall contain or append sufficient information required for the Calculation Agent to determine whether or not the Eligibility Criteria have been met; and
- (C) such notice shall not be effective until the Calculation Agent has confirmed receipt of the same.

For the avoidance of doubt, (I) each Purchase Direction given by the 100% Noteholders can relate to more than one type of Proposed Securities and (II) the aggregate purchase price of Proposed Securities purchased on or prior to the Ramp-Up Period End Date shall not exceed EUR 45,000,000 (subject to the Principal Coverage Requirement).

Any failure by the Calculation Agent to confirm receipt of the Purchase Direction shall not constitute breach of agreement, an event of default, or any similar event by the Calculation Agent or the Issuer.

**(b) Substitution of Individual Securities**

- (i) On any Business Day from, but excluding, the Ramp-Up Period End Date to, and including, the tenth Business Day prior to the Scheduled Maturity Date, the 100% Noteholders may deliver a Substitution Direction to the Issuer to substitute any Individual Securities (such securities to be substituted, the “**Outgoing Securities**”) with (a) one or more other securities selected by the 100% Noteholders or (b) the liquidation proceeds of such Outgoing Securities (in each case, the “**Proposed Alternative Securities**”), provided in each case that (1) no Final Credit Exhaustion Event (as defined below) has occurred and (2) the 100% Noteholders shall not make more than three Substitution Directions to the Issuer during any given six calendar month period.

A “**Final Credit Exhaustion Event**” will occur if the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that, immediately following the payment of a Settlement Amount by the Issuer to the Swap Counterparty under the Europe CDS, the sum of (a) any cash standing to the credit of the Principal Account and (b) the aggregate nominal amount of the Individual Securities forming part of the Collateral Package, is less than the Principal Coverage Amount. Following such determination, the Calculation Agent shall notify the Issuer, the Noteholders and the Disposal Agent of the occurrence of such Final Credit Exhaustion Event.

- (ii) Following its receipt of a copy of the Substitution Direction from the 100% Noteholders, the Calculation Agent shall confirm receipt of such Substitution Direction and make the following determination within 5 Business Days following its confirmation of receipt.

If the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that:

- (A) the Proposed Alternative Securities meet the Eligibility Criteria and the Substitution Collateral Conditions are satisfied, the Calculation Agent shall notify the Custodian, the Disposal Agent, the Dealer, the 100% Noteholders and the Issuer of such determination and (1) the Disposal Agent shall dispose of the Outgoing Securities in accordance with Condition 4.4 (*Disposal Agent*) (as amended) and procure that the proceeds following such disposal are paid into the Principal Account, and (2) in all cases except where the Proposed Alternative Securities are the liquidation proceeds of the Outgoing Securities, the Issuer shall, subject to sub-paragraph (c)(iv) (*Suspension of payments following a Credit Event*) of Annex 1 of the Conditions, purchase the Proposed Alternative Securities from the Dealer by

transferring the purchase price of such Proposed Alternative Securities from the Principal Account to the Dealer in return for the transfer by the Dealer to the Issuer of the Proposed Alternative Securities. The Custodian shall procure that such Proposed Alternative Securities are transferred to the Custody Account or Principal Account (as applicable); or

- (B) the Proposed Alternative Securities do not meet the Eligibility Criteria or the Substitution Collateral Conditions are not satisfied, the Calculation Agent shall notify the Issuer and the 100% Noteholders of such determination as soon as reasonably practicable. The Issuer shall not effect any substitution of Individual Securities.

Upon the completion of such substitution, such Proposed Alternative Securities shall, in the case of cash, constitute part of the Collateral Package and in the case of securities, constitute part of the Individual Securities and the Collateral Package (such securities, the “**Alternative Securities**”).

- (iii) The aggregate Individual Securities and/or cash held by or on behalf of the Issuer immediately following substitution in accordance with this sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions shall form part of the Collateral Package in respect of the Notes, provided that the Calculation Agent determines, acting in good faith and in a commercially reasonable matter, that the following conditions (the “**Substitution Collateral Conditions**”) will be satisfied:

- (A) if immediately prior to substitution:

- (1) the Collateral Package comprises Individual Securities which, in aggregate, do not satisfy the Collateral Package Composition, any Proposed Alternative Securities shall, following such substitution, improve the collective credit rating of the Collateral Package; or
- (2) if immediately prior to substitution, the Collateral Package comprises Individual Securities which, in aggregate, satisfy the Collateral Package Composition, any Proposed Alternative Securities shall, following such substitution, maintain or improve the collective credit rating of the Collateral Package;

- (B) immediately following the substitution; the Principal Coverage Requirement is satisfied; and

- (C) in all cases except where the Proposed Alternative Securities are the liquidation proceeds of the Outgoing Securities and subject to sub-paragraph (c)(iv) (*Suspension of payments following a Credit Event*) of Annex 1 of the Conditions and to the Principal Coverage Requirement, the credit balance of the Principal Account must be greater than the purchase price of the Proposed Alternative Securities (although for the avoidance of doubt, the liquidation proceeds of the Outgoing Securities may not be equal to the purchase price of the Proposed Alternative Securities).

- (iv) For the purposes of this sub-paragraph (b):

“**Substitution Direction**” means a written notice from the 100% Noteholders to the Issuer (with a copy of any such notice to the Calculation Agent, the Custodian, the Disposal Agent and the Dealer), directing the Issuer to (i) dispose of Outgoing Securities (as defined above) and, (ii) except where the Proposed Alternative Securities are the liquidation proceeds of the Outgoing Securities, purchase the Proposed Alternative Securities, subject to the following criteria:

- (A) such notice shall specify the Outgoing Securities and the Proposed Alternative Securities;
- (B) such notice shall contain or append sufficient information required for the Calculation Agent to determine whether or not the Eligibility Criteria have been met; and
- (C) such notice shall not be effective until the Calculation Agent has confirmed receipt of the same.

For the avoidance of doubt, (I) each Substitution Direction given by the 100% Noteholders can relate to more than one Individual Securities and (II) in all cases except where the Proposed Alternative Securities are the liquidation proceeds of the Outgoing Securities, the number of Outgoing Securities may not equal the number of Alternative Securities such that one or more Outgoing Securities may be substituted for one Alternative Security and one Outgoing Security may be substituted for one or more Alternative Securities.

Any failure by the Calculation Agent to confirm receipt of the Substitution Direction shall not constitute breach of agreement, an event of default, or any similar event by the Calculation Agent or the Issuer.

**(c) Credit Events, Collateral Sale, Suspension of Payments and Collateral Exhaustion Event**

**(i) *Application of amounts to settle Europe CDS***

If the Issuer is required to make a payment of any Settlement Amount to the Swap Counterparty pursuant to the terms of the Europe CDS, the Issuer shall apply assets comprising the Collateral Package in the following order for the purposes of satisfying such payment obligation:

- (A) first, any cash standing to the credit of the Principal Account;
- (B) secondly, if the balance of the Principal Account is reduced to zero or is equal to zero, any cash standing to the credit of the Interest Account; and
- (C) thirdly, if the balance of the Interest Account is reduced to zero or is equal to zero, the sale proceeds from the liquidation of the Individual Securities pursuant to subparagraph (iii) below.

**(ii) *Application of amounts to pay any Party B Fixed Amounts under the Crossover CDS***

If the Issuer is required to make a payment of any Party B Fixed Amounts (as defined in the Crossover CDS) to the Swap Counterparty pursuant to the terms of the Crossover CDS, the Issuer shall apply assets comprising the Collateral Package in the following order for the purposes of satisfying such payment obligation:

- (A) first, any cash standing to the credit of the Interest Account;
- (B) secondly, if the balance of the Interest Account is reduced to zero or is equal to zero, any cash standing to the credit of the Principal Account; and
- (C) thirdly, if the balance of the Principal Account is reduced to zero or is equal to zero, the sale proceeds from the liquidation of the Individual Securities pursuant to subparagraph (iii) below.

(iii) *Minimum amount of Individual Securities to be liquidated*

The amount of the Individual Securities to be liquidated by the Disposal Agent pursuant to sub-paragraphs (i) and/or (ii) above shall be the minimum amount (rounded up to the nearest integral multiple of the minimum denomination of the relevant Individual Securities held by or on behalf of the Issuer at such time) such that the sale proceeds of the Individual Securities will be sufficient for the Issuer to (1) in the case of sub-paragraph (i) above, pay to the Swap Counterparty the aggregate Settlement Amount due to it and/or (2) in the case of sub-paragraph (ii) above, pay to the Swap Counterparty the aggregate Party B Fixed Amounts (as defined in the Crossover CDS). Any Surplus Amounts remaining after any such liquidation shall be paid by the Disposal Agent into the Issuer's Interest Account.

(iv) *Suspension of payments following a Credit Event*

The Issuer (or the Disposal Agent on its behalf) shall not (1) apply any cash standing to the credit of the Principal Account to purchase any Individual Securities or Proposed Alternative Securities, (2) pay any Interest Amounts from the Interest Account to the Noteholders (and such payments shall be postponed in accordance with paragraph 37(b) of the Conditions above), (3) pay any Final Redemption Amounts to the Noteholders and (4) dispose of any Individual Securities (including any Supplementary Collateral) held in the Custody Account, during the period from, and including, the occurrence of an Event Determination Date under the Europe CDS or where a potential Credit Event exists under the Europe CDS at the Maturity Date of the Notes to, and including, the date on which the Issuer discharges its obligation to pay the corresponding Settlement Amount to the Swap Counterparty under the Europe CDS except (I) to pay the relevant settlement amounts under the Europe CDS (including the liquidation of securities held in the Custody Account to fund such payments), (II) to pay any Party B Fixed Amounts (as defined in the Crossover CDS, being periodic fixed amounts for the protection purchased in relation to the Crossover Index payable by the Issuer to the Swap Counterparty) and (III) for purposes of effecting a Substitution Direction delivered in accordance to sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions whereby the 100% Noteholders direct the Issuer to dispose of Outgoing Securities in return for the liquidation proceeds of such Outgoing Securities to be credited to the Principal Account and (IV) for the avoidance of doubt, for purposes of the payment by the Issuer to the Noteholders of any Early Redemption Amounts.

For the avoidance of doubt, the preceding paragraph shall not prevent any cash or securities being deposited in each of the Principal Account, Interest Account and Custody Account in accordance with the Conditions.

(v) *Early Redemption for Collateral Exhaustion Event*

A new Condition 7.13 shall be inserted as follows:

**"7.13 Early Redemption for Collateral Exhaustion Event**

If the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that any Settlement Amount payable by the Issuer to the Swap Counterparty under the Europe CDS will be equal to or greater than the sum of any cash standing to the credit of the Principal Account and Interest Account *plus* the sale proceeds from the liquidation of all outstanding Individual Securities forming part of the Collateral Package pursuant to sub-paragraphs (c)(i) (*Application of Amounts to settle Europe CDS*) and (c)(iii) (*Minimum amount of Individual Securities to be liquidated*) of Annex 1 of the Conditions (such event, a "**Collateral Exhaustion**

**Event**”), the Calculation Agent shall notify the Issuer, the Swap Counterparty and the Disposal Agent.

Following receipt of such notice, (a) the Disposal Agent shall not liquidate the Individual Securities pursuant to sub-paragraphs (c)(i) (*Application of Amounts to settle Europe CDS*) and (c)(iii) (*Minimum amount of Individual Securities to be liquidated*) of Annex 1 of the Conditions above for the purposes of payment by the Issuer to the Swap Counterparty of any portion of the Settlement Amount under the Europe CDS and (b) the Issuer shall give notice to the Trustee, the Noteholders, the Swap Counterparty, the Custodian, the Issuing and Paying Agent, the Calculation Agent and the Disposal Agent that the Notes shall become due for redemption on the date specified in such notice at their Early Redemption Amount. The Early Redemption Amount shall be paid in accordance with Condition 4.2 and shall be the only amount payable in respect of such Note and there will be no separate payment of any unpaid accrued interest thereon. The Early Redemption Amount may be less than the principal amount of the Notes being redeemed.

**(d) Barrier Event**

- (i) If the Calculation Agent determines, in its sole and absolute discretion, that a Barrier Event has occurred, the Calculation Agent shall notify the Swap Counterparty and the Swap Counterparty shall, as soon as reasonably practicable and to the extent commercially practicable on or after the date on which such Barrier Event has occurred, use reasonable endeavours to notify the Issuer and the Issuing and Paying Agent of such occurrence, describing such Barrier Event and specifying the Barrier Deficit Amount.
- (ii) Upon receipt of such notice, the Issuer shall, as soon as reasonably practicable, deliver, or procure the delivery by the Issuing and Paying Agent of, a notice to the Custodian, the Trustee and the Noteholders in accordance with Condition 17 (*Notices*) to notify them of the occurrence of a Barrier Event, the Barrier Deficit Amount, the details of the Cash Accounts (as applicable) and the date (determined by the Calculation Agent at its sole discretion) by which such Noteholder, should they elect to do so, must provide the Issuer with Supplementary Collateral (such date, the **“Barrier Exercise Cut-off Date”**) (such notice, the **“Barrier Event Notice”**).
- (iii) Upon receipt of a Barrier Event Notice, each Noteholder shall within 10 Business Days (the **“Barrier Notification Cut-off Date”**), notify the Issuer, in writing, of whether or not such Noteholder will provide Supplementary Collateral on the Barrier Exercise Cut-off Date.
- (iv) If the 100% Noteholders all elect to provide Supplementary Collateral, each Noteholder shall, on or before the Barrier Exercise Cut-off Date, transfer Supplementary Collateral at least equal to their *pro rata* share of the Barrier Deficit Amount to the Issuer’s Principal Account (if such Supplementary Collateral are in the form of cash) and/or Custody Account (if such Supplementary Collateral are in the form of securities). Each Noteholder shall, on or before the time of transfer, also provide the Issuer (copied to the Calculation Agent, the Custodian and the Dealer) with sufficient information in writing required for the Calculation Agent to determine whether the Supplementary Collateral to be transferred by such Noteholder meets the Eligibility Criteria.
- (v) Any (i) failure by any Noteholder to notify the Issuer of its decision to provide Supplementary Collateral by the Barrier Notification Cut-off Date, (ii) notification by any Noteholder to the Issuer that it will not transfer Supplementary Collateral by the Barrier

Exercise Cut-off Date or (iii) failure by any Noteholder to make payment of or transfer their *pro rata* share of the Barrier Deficit Amount to the Issuer on or before the Barrier Exercise Cut-off Date, shall each constitute an **"Incomplete Barrier Event"**. For the avoidance of doubt, the occurrence of an Incomplete Barrier Event shall not be an Additional Termination Event (as defined in the Swap Agreement) under the Swap Agreement and the Notes shall not be redeemed solely as a result thereof.

- (vi) Any failure by the Calculation Agent to notify the Swap Counterparty of the occurrence of a Barrier Event, any failure by the Swap Counterparty to notify the Issuer of the occurrence of a Barrier Event and any failure by the Issuer to deliver, or provide delivery of, a Barrier Event Notice to the Noteholders shall not constitute breach of agreement, an event of default, or any similar event by the Calculation Agent, Swap Counterparty or the Issuer.
- (vii) For the avoidance of doubt, the Swap Counterparty, retains its rights under the Swap Agreement, including in the period following the occurrence of a Barrier Event, to terminate the Swap Agreement in accordance with its terms.

**(e) Market Value Deficit Event**

- (i) If the Calculation Agent determines in its sole discretion that a Market Value Deficit Event has occurred, the Calculation Agent shall notify the Swap Counterparty and the Swap Counterparty may, on or after the date on which such Market Value Deficit Event has occurred, deliver an Additional Supplementary Collateral Notice (as defined in each of the Europe CDS and Crossover CDS) describing such Market Value Deficit Event and specifying the Market Value Deficit Amount to the Issuer and the Issuing and Paying Agent (the date such notice is delivered the **"Additional Supplementary Collateral Notice Date"**, provided that if the notice is delivered after 5.00 p.m. (London time) on any day, the Additional Supplementary Collateral Notice Date shall be the following Business Day).
- (ii) Upon receipt of the Additional Supplementary Collateral Notice, the Issuer shall, as soon as reasonably practicable, deliver, or procure the delivery by the Issuing and Paying Agent of, a copy of the Additional Supplementary Collateral Notice together with details of the Cash Accounts (as applicable) and the date (determined by the Calculation Agent at its sole discretion) by which a Noteholder, should they elect to do so, must provide the Issuer with Supplementary Collateral (such date, the **"Market Value Exercise Cut-off Date"**) to the Custodian, the Trustee and the Noteholders in accordance with Condition 17 (*Notices*).
- (iii) Upon receipt of an Additional Supplementary Collateral Notice, each Noteholder shall within 10 Business Days of the Additional Supplementary Collateral Notice Date (or on such later date as may be agreed in writing by the Swap Counterparty in its sole and absolute discretion) (the **"Supplementary Collateral Payment Cut-off Date"**), notify the Issuer, in writing, of whether or not such Noteholder will provide Supplementary Collateral on the Market Value Exercise Cut-off Date.
- (iv) If the 100% Noteholders all elect to provide Supplementary Collateral, each Noteholder shall, on or before the Market Value Exercise Cut-off Date, transfer Supplementary Collateral at least equal to their *pro rata* share of the Market Value Deficit Amount to the Issuer's Principal Account (if such Supplementary Collateral are in the form of cash) or Custody Account (if such Supplementary Collateral are in the form of securities). Each Noteholder shall, on or before the time of transfer, also provide the Issuer (copied to the Calculation Agent, the Custodian and the Dealer) with sufficient information in writing

required for the Calculation Agent to determine whether the Supplementary Collateral to be transferred by such Noteholder meets the Eligibility Criteria.

- (v) If, in respect of a Market Value Deficit Event, (i) any Noteholder fails to notify the Issuer of its decision to provide Supplementary Collateral by the Supplementary Collateral Payment Cut-off Date, (ii) any Noteholder notifies the Issuer that it will not transfer Supplementary Collateral by the Market Value Exercise Cut-off Date or (iii) any Noteholder fails to make payment of or transfer their *pro rata* share of the Market Value Deficit Amount to the Issuer on or before the Market Value Exercise Cut-off Date (each, a **"Market Value Trigger Early Redemption Event"**), the Swap Counterparty shall have the right (but not the obligation) to designate the occurrence of a Market Value Trigger Early Redemption Event as an Additional Termination Event (as defined in the Swap Agreement) pursuant to the Swap Agreement and, consequently, the Notes shall be redeemed in accordance with Condition 7.3.4.
- (vi) Any failure by the Calculation Agent to notify the Swap Counterparty of the occurrence of a Market Value Deficit Event, any failure by the Swap Counterparty to notify the Issuer of the occurrence of a Market Value Deficit Event and any failure by the Issuer to deliver, or provide delivery of, an Additional Supplementary Collateral Notice to the Noteholders shall not constitute breach of agreement, an event of default, or any similar event by the Calculation Agent, Swap Counterparty or the Issuer.
- (vii) For the avoidance of doubt, the Swap Counterparty, retains its rights under the Swap Agreement to terminate the Swap Agreement in accordance with its terms following the occurrence of any other Market Value Deficit Event.

**The redemption amount payable by the Issuer in such event may be less than the outstanding Principal Amount and could be zero.**

**(f) Crossover CDS Noteholder Trigger Right**

A new Condition 7.14 shall be inserted as follows:

**"7.14 Crossover CDS Noteholder Trigger Event**

If a Credit Event (as defined in the Crossover CDS) occurs and the Fallback Settlement Method under the Crossover CDS applies, the 100% Noteholders have the right (but not the obligation) to request that the Issuing and Paying Agent, on behalf of the Issuer, delivers a Credit Event Notice (as defined in the Crossover CDS) or (if applicable) a Notice of Publicly Available Information to the Swap Counterparty. The Issuing and Paying Agent shall deliver such notice as soon as practicable on receipt of such request in writing, provided that it is accompanied by evidence, to its reasonable satisfaction, as to the 100% Noteholders' holding of Notes."

**(g) Security**

The provisions of Condition 4.1 (*Security*) are varied as set out in Annex 2 to this Series Listing Particulars.

**(h) Amendments to Disposal process**

Condition 4.4 (*Disposal Agent*) shall be deleted and replaced with the following:

**"4.4 Disposal Agent**

If the Issuer becomes obliged under the Conditions or the Swap Agreement to sell one or more Individual Securities forming part of the Collateral Package (each such

Individual Securities proposed to be sold, the “**Affected Collateral**”) in order for it to make a payment under the Conditions (including, for the avoidance of doubt, the Final Redemption Amount) or the Swap Agreement or for any purpose in accordance with the Conditions (including to effect a substitution in accordance with sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions), the Issuer shall inform the Sole Noteholder (as defined below) and the Disposal Agent, acting as the Issuer’s agent, shall, subject to sub-paragraph (c)(iv) (*Suspension of payments following a Credit Event*) of Annex 1 of the Conditions, within the Disposal Period use reasonable endeavours and act in a commercially reasonable manner to arrange the sale of the relevant Affected Collateral in one or multiple portions (as selected by the Disposal Agent in its sole and absolute discretion) for settlement no later than the Affected Collateral Settlement Date.

The Disposal Agent may effect any sale of all or part of the Affected Collateral at any time and at different times on or prior to the Disposal Cut-off Date or in stages in respect of smaller portions. In respect of each portion of Affected Collateral to be sold (each a “**Required Portion of Affected Collateral**”), the Disposal Agent shall seek firm bid quotes from a minimum of five (5) dealers in obligations of the type of the Affected Collateral (which may include the Disposal Agent or its affiliates) and may seek additional firm bid quotations from other market participants in its sole and absolute discretion for the purchase of any such Required Portion of Affected Collateral (each a “**Bid Quotation**”). Upon receipt of at least two Bid Quotations on a Disposal Business Day, the Disposal Agent shall sell the relevant portion of Affected Collateral on behalf of the Issuer at the highest Bid Quotation received.

If (i) the Disposal Agent is disposing of any Affected Collateral for purposes of effecting a Substitution Direction delivered in accordance with sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions where the Proposed Alternative Securities specified in such Substitution Direction are the liquidation proceeds of the Outgoing Securities, the Affected Collateral shall be the Individual Securities specified as the Outgoing Securities in the relevant Substitution Direction or (ii) in all other cases, the Collateral Package includes more than one type of Individual Securities, the Disposal Agent shall select the type of Individual Securities with the lowest credit rating (based on the credit rating of the same rating agency) to be sold first and any subsequent sale, where required, shall be based on the reverse order of credit ratings, with the lower rated type of Individual Securities taking precedence over a higher rated type of Individual Securities when a selection is made. If two or more types of Individual Securities have the same credit rating, the Disposal Agent may in its discretion determine which type shall be sold based on the Disposal Agent’s indicative prices for such Individual Securities, in the order that the type of Individual Securities with the higher indicative price will take precedence over the type of Individual Securities with the lower indicative price, to the extent such prices are available or where such ranking of selection is impracticable, in any other order as determined by the Disposal Agent in its sole and absolute discretion.

If the Disposal Agent has not obtained at least two (2) Bid Quotations on or prior to the Disposal Cut-Off Date, then on the Final Disposal Cut-Off Date, the Disposal Agent shall seek firm bid quotes from a minimum of five (5) dealers in obligations of the type of the Affected Collateral (which may or may not include any of the dealers from which Bid Quotations were originally sought). Upon receipt of at least two Bid Quotations on the Final Disposal Cut-Off Date, the Disposal Agent shall sell the



relevant portion of Affected Collateral on behalf of the Issuer at the highest Bid Quotation received. If the Disposal Agent is unable to obtain at least two Bid Quotations on the Final Disposal Cut-Off Date in respect of a Required Portion of Affected Collateral, the Disposal Agent shall, if a single Bid Quotation is available on the Final Disposal Cut-Off Date, sell such relevant Required Portion of Affected Collateral on behalf of the Issuer at such Bid Quotation. In the case of sub-paragraph (ii) in the immediately preceding paragraph, if the Collateral Package includes more than one type of Individual Securities, the Disposal Agent shall select the Individual Securities to be sold in the same manner and in accordance with the same procedures as described in the immediately preceding paragraph above.

The Disposal Agent may select the dealers or market participants from which to obtain Bid Quotations at its sole discretion and will not be liable to the Issuer or any other party hereto merely because another dealer or market participant would have offered a higher Bid Quotation.

In the event that (i) no Bid Quotations are received by the Disposal Agent; or (ii) the Bid Quotations received by the Disposal Agent are equal to zero, in respect of any Required Portion of Affected Collateral on the Final Disposal Cut-Off Date (the “**Remaining Affected Collateral**”), then either the Disposal Agent or an affiliate of the Disposal Agent shall purchase the Remaining Affected Collateral from the Issuer for settlement on the Affected Collateral Settlement Date at a price of zero and for the purposes of determining (1) the Early Redemption Amount, (2) the relevant portion of the Redemption Amount payable at final maturity in accordance with Condition 7.1, (3) the relevant portion required to make whole the Settlement Amount (as defined in the Europe CDS) that is required to be paid by the Issuer and/or (4) the liquidation proceeds of Outgoing Securities to be deposited into the Principal Account in accordance with sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions, the net realised proceeds of the sale of the Affected Collateral will be deemed to be (a) zero, in the case where the Remaining Affected Collateral comprises all of the Individual Securities in the Collateral Package for the Series or (b) otherwise, the aggregate net realised proceeds of all portions of the Affected Collateral previously sold by the Disposal Agent prior to the Final Disposal Cut-Off Date.

For the avoidance of doubt, the Disposal Agent (i) shall not be obliged to delay arrangements for the sale of all or a portion of the Affected Collateral beyond the Affected Collateral Settlement Date and will not be liable to the Issuer or any party hereto because a higher price could have been obtained had the sale been so delayed and (ii) will not be liable to the Issuer or any Secured Party or other person because a higher price could have been obtained had the sale of such Affected Collateral taken place (a) at a different time or (b) in different portions than when the actual liquidation was effected.

For the purposes of this Condition 4.4 (*Disposal Agent*) only, a dealer or market participant will include a sole Noteholder holding 100 percent. in outstanding principal amount of the Notes (a “**Sole Noteholder**”), provided that such Sole Noteholder holds 100 per cent. of the outstanding principal amount of the Notes on the Disposal Commencement Date, has notified the Disposal Agent of the same prior to such date and has provided proof of its holding to the reasonable satisfaction of the Disposal Agent. If the Disposal Agent receives no Bid Quotations or one or more

Bid Quotation(s) on or prior to the Disposal Cut-Off Date or the Final Disposal Cut-Off Date (as applicable), the Disposal Agent shall notify the Sole Noteholder (as dealer) of the highest Bid Quotation received (or, if no Bid Quotations were received, that no Bid Quotations were received) (such notice, the **"Last Look Notice"**) as soon as practicable on such date. Upon receipt of a Last Look Notice, the Sole Noteholder (as dealer) shall have the right to purchase the relevant portion of the Affected Collateral at a price equal to the price specified in the Last Look Notice by notifying the Disposal Agent (such notice, the **"Last Look Acceptance Notice"**) within one Business Day of the date of the Last Look Notice (the **"Last Look Cut-Off Date"**). The Sole Noteholder shall pay the Issuer the relevant purchase price and the Disposal Agent shall transfer the relevant portion of the Affected Collateral to an account notified by the Sole Noteholder to the Disposal Agent. If no Bid Quotations were received by the Disposal Agent, the Sole Noteholder (as dealer) shall have the right to purchase the relevant portion of the Affected Collateral at any price determined by the Sole Noteholder (as dealer) (and such price may be zero). If the Disposal Agent does not receive a Last Look Acceptance Notice from the Sole Noteholder (as dealer) by the Last Look Cut-Off Date, the Disposal Agent shall sell the relevant portion of the Affected Collateral on behalf of the Issuer pursuant to the preceding paragraphs of this Condition 4.4.

In this Condition 4.4:

**"Affected Collateral Settlement Date"** means (a) the date occurring two Business Days prior to the Early Redemption Date, (b) one Business Day prior to the date on which the Redemption Amount payable on final maturity pursuant to Condition 7.1 is required to be paid by the Issuer, (c) one Business Day prior to the date on which any Settlement Amount (as defined in the Europe CDS) is required to be paid by the Issuer, (d) subject to sub-paragraph (e) below, one Business day prior to the date Proposed Alternative Securities (if such Proposed Alternative Securities are in the form of securities) will be purchased by the Issuer in accordance with sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions or (e) in the case of a disposal to effect a Substitution Direction where the specified Proposed Alternative Securities are the liquidation proceeds of the Outgoing Securities, 10 Business Days following the Calculation's confirmation of receipt of such Substitution Direction;

**"Business Day"** means a day (other than a Saturday or Sunday) on which commercial banks are generally open for business in one or more of London and TARGET;

**"Disposal Business Day"** means any Business Day selected by the Disposal Agent in its sole and absolute discretion within the Disposal Period. If the Disposal Agent is unable to obtain two or more Bid Quotations on such Disposal Business Day, it may designate any subsequent Business Day falling on or prior to the Disposal Cut-Off Date as a Disposal Business Day;

**"Disposal Commencement Date"** means the day on which the Disposal Agent has elected in its sole and absolute discretion to commence the sale of one or more of the Affected Collateral in respect of the relevant Series in accordance with Condition 4.4;

**“Disposal Period”** means the period from and including the Disposal Commencement Date to and including the Disposal Cut-off Date;

**“Disposal Cut-Off Date”** means a date to be determined by the Disposal Agent in its sole and absolute discretion being not less than five Business Days prior to the Affected Collateral Settlement Date; and

**“Final Disposal Cut-Off Date”** means a date to be determined by the Disposal Agent in its sole and absolute discretion being not less than three Business Days prior to the Affected Collateral Settlement Date.”.

(i) **Amendments to Redemption for taxation and other reasons**

(i) Condition 7.3.1 (*Redemption for taxation and other reasons*) shall be amended by inserting “(which shall include, without limitation, circumstances where the implementation of any Anti-Tax Avoidance Directive into Irish law affects the ability of the Issuer to make payment of the full amount due)” at the end of the following words: “(ii) would suffer tax in accordance with the law of any jurisdiction in respect of its income so that it would be unable to make payment of the full amount due”.

(ii) Condition 7.3.4 (*Redemption for taxation and other reasons*) shall be deleted and replaced with the following:

“7.3.4 if a Swap Agreement is early terminated in whole for any reason the Issuer shall redeem all but not some only of the Notes. For the avoidance of doubt, the Notes shall not redeem upon any termination of the Europe CDS and/or the Crossover CDS in accordance with its terms on the Scheduled Termination Date (as such date may be extended under the relevant Europe CDS and/or Crossover CDS).”.

(j) **Amendments to Definitions**

(i) The definition of “Available Proceeds” in Condition 21 (*Definitions*) shall be deleted and replaced with the following:

“**“Available Proceeds”** means, in respect of a Series:

(i) prior to any enforcement of the Security in respect of the Notes, all cash sums derived from any liquidation of the Individual Securities forming part of the Collateral Package for the Notes, the credit balance in the Principal Account and Interest Account, any amount paid by the Swap Counterparty to the Issuer as a result of the termination of all the outstanding Swap Transactions under the Swap Agreement and all other cash sums available to the Issuer derived from the Mortgaged Property for such Series; and

(ii) following enforcement of the Security in respect of the Notes, all moneys received by the Trustee under the provisions of the Principal Trust Deed and the relevant Supplemental Trust Deed in connection with the realisation or enforcement of the security constituted thereby.”.

(k) **Additional Definitions**

**“100% Noteholders”** means one or more Noteholders holding 100 per cent. in outstanding principal amount of the Notes.

**“Alternative Securities”** has the meaning given to it in sub-paragraph (b)(ii) (*Substitution of Individual Securities*) of Annex 1 of the Conditions.

**“Barrier Deficit Amount”** means an amount in EUR, determined by the Calculation Agent and curing the Barrier Event such that the Excess Market Value immediately following the delivery of Supplementary Collateral by the 100% Noteholders to the Issuer, is equal to or greater than the product of (i) 70 per cent. and (ii) the Outstanding Notes Principal Amount.

**“Barrier Event”** means the occurrence, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, that on any day during the period from, and including, the Issue Date to, and excluding, the Maturity Date, the Excess Market Value is less than the amount equal to the product of (A) 60 per cent. and (B) the Outstanding Notes Principal Amount.

**“Business Day”** means 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 London and TARGET.

**“Cash Accounts”** means the Interest Account and the Principal Account, and any successor accounts thereto (each, a **“Cash Account”**).

**“Collateral Package”** consists of the following assets:

- (i) any cash standing to the credit of the Principal Account and the Interest Account; and
- (ii) the Individual Securities held by the Issuer in the Custody Account.

References to “Collateral” in the Conditions shall be deemed to refer to the “Collateral Package” unless the context requires that such reference be to the Individual Securities in the Collateral Package.

The Collateral Package shall include the rights, title and/or interests in and to (x) any further Individual Securities acquired by the Issuer and/or cash credited to any Cash Account in connection with any further issue of notes that are to be consolidated and form a single series with the Notes, (y) any Individual Securities acquired and/or cash credited to any Cash Account by the Issuer by way of substitution or replacement of any Individual Securities previously held by it for the Notes and/or cash credited to any Cash Account for the Notes and (z) any asset or property (which may, for the avoidance of doubt, include the benefit of contractual rights) into which any of the Individual Securities and/or cash credited to any Cash Account is converted or exchanged or that is issued to the Issuer (or any relevant person holding such Individual Securities and/or cash for or on behalf of the Issuer) by virtue of its holding thereof.

**“Collateral Package Composition”** means: (x) at least 60 per cent. of the aggregate principal amount of Individual Securities comprise of AAA rated Individual Securities and/or cash and (y) no more than 30 per cent. of the aggregate principal amount of Individual Securities comprise of BBB-/Baa3 rated Individual Securities.

**“CLOs”** means collateralised loan obligations.

**“Credit Linkage End Date”** means the Scheduled Termination Date (as defined in each relevant Credit Default Swap).

**“Credit Linkage Start Date”** means the Credit Event Backstop Date (as defined in the relevant Credit Default Swap).

**“DC Rules”** means the Credit Derivatives Determinations Committee Rules, as published by the DC Secretary on its website <https://www.cdsdeterminationscommittees.org/> (or any successor website thereof) from time to time and as amended from time to time in accordance with the terms thereof.

**“Eligibility Criteria”** means the following criteria which any securities constituting the Individual Securities must satisfy, as determined by the Calculation Agent on each date such determination is made:

- (i) the market value of such securities as determined by the Calculation Agent is not greater than 10 per cent. of the Principal Amount;
- (ii) if such securities are rated below (A-/A3), the market value as determined by the Calculation Agent of such securities, is not greater than 6 per cent. of the Principal Amount;
- (iii) if such securities are rated below (A-/A3), the securities have a par attach greater than or equal to 15 per cent;
- (iv) if such securities are rated below (A-/A3), the securities have a market value over-collateralisation greater than or equal to 114 per cent.;
- (v) such securities are an investment grade rated Bond by at least two of S&P, Moody’s and Fitch;
- (vi) such securities are CLOs in respect of which:
  - (A) the aggregate outstanding principal amount of the Underlying Obligations comprise a minimum of 90 per cent. senior secured loans and bonds;
  - (B) the aggregate outstanding principal amount of the Underlying Obligations rated Caa1/CCC+ or lower is less than 5 per cent. of the aggregate outstanding principal amount of all Underlying Obligations;
  - (C) such CLOs have a collateral manager who has been appointed on at least three public CLO transactions;
  - (D) the collateral manager of the CLO is not Accunia Fondsmæglerselskab A/S, of an affiliate or related party thereof;
  - (E) such CLOs are denominated in EUR; and
  - (F) such securities bear a floating rate of interest;
- (vii) such securities are not sourced directly or indirectly from Citigroup Global Markets Limited or a majority-owned affiliate of Citigroup Global Markets Limited that is chartered, incorporated, or organized under the laws of the United States or any State (as defined in Section 3(a)(16) of the Securities Exchange Act of 1934 (15 U.S.C. 78c(a)(16))); and
- (viii) such securities are capable of being held by the Custodian through Euroclear or Clearstream, Luxembourg.

For the purposes only of a Substitution Direction delivered in accordance with sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions where the 100% Noteholders specifies in the relevant Substitution Direction that the Proposed Alternative Securities shall be the liquidation proceeds of the specified Outgoing Securities, the Eligibility Criteria shall be cash in EUR.

**“Excess Market Value”** means an amount equal to (A) the sum of (i) the market value of the Individual Securities forming part of the Collateral Package (as determined by the Calculation Agent) and (ii) any amounts held in the Principal Account *minus* (B) the aggregate mark-to-market value of the Swap Agreement (reflecting the value of the Swap Agreement (including the Credit Default Swaps) to the Swap Counterparty, such value to be determined by the Calculation Agent).

For the avoidance of doubt, calculation of the Excess Market Value shall not include any amounts held in the Interest Account.

**“Index”** means either the Long CDS Index or Short CDS Index.

**“Index Annex”** means either the Long CDS Index Annex or Short CDS Index Annex.

**“Index Publisher”** means Markit Group Limited, or any replacement thereto appointed by the Index Sponsor for the purposes of officially publishing the Index.

**“Index Sponsor”** means Markit Indices Limited, or any successor thereto.

**“Individual Securities”** means:

- (i) any Proposed Securities purchased by the Issuer and held in the Custody Account pursuant to sub-paragraph (a) (*Purchase of Individual Securities*) of Annex 1 of the Conditions;
- (ii) any Alternative Securities in the form of securities purchased by the Issuer and held in the Custody Account pursuant to sub-paragraph (b) (*Substitution of Individual Securities*) of Annex 1 of the Conditions; and
- (iii) any Supplementary Collateral in the form of securities delivered by the Noteholders to the Issuer pursuant to sub-paragraphs (d) (*Barrier Event*) and/or (e) (*Market Value Deficit Event*) of Annex 1 of the Conditions.

**“Interest Account”** means an account with the following details:

Correspondent Bank:	Citibank Europe Plc. Dublin
Swift:	CITIE2X
Beneficiary:	Citibank N.A London
Swift:	CITIGB2L
Account Number:	11830880
Account Name:	Starling 2019-19 Interest acct

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

**“ISDA Credit Derivatives Determinations Committees”** means each committee established pursuant to the DC Rules for the purposes of reaching certain resolutions with respect to credit derivative transactions.

**“ISDA Matrix”** means the Credit Derivatives Physical Settlement Matrix as at the Trade Date.

**“Long CDS Factor”** means 5.

**“Long CDS Index”** means iTraxx® Europe Series 31, Version 1.

**“Long CDS Index Annex”** means the list for the Long CDS Index as published by the Index Publisher and set out in Schedule 2 of Annex 4 or from the Markit website at:

**“Market Value Deficit Amount”** means an amount in EUR, determined by the Calculation Agent curing the Market Value Deficit Event such that the Excess Market Value immediately following the delivery of Supplementary Collateral by the 100% Noteholders to the Issuer is equal to or greater than the product of (i) 70 per cent. and (ii) the Outstanding Notes Principal Amount.

**“Market Value Deficit Event”** means the occurrence, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, that on any day during the period from, and including, the Issue Date to, and excluding, the Maturity Date, the Excess Market Value is less than the amount equal to the product of (A) 50 per cent. and (B) the Outstanding Notes Principal Amount.

**“Outstanding Notes Principal Amount”** means, on any day, the Initial Principal Amount less the aggregate Settlement Amounts already paid by the Issuer to the Swap Counterparty under the Europe CDS, adjusted for reductions following any redemption, purchase pursuant to Condition 7.4 (*Purchases*) and cancellation of the Notes pursuant Condition 7.10 (*Cancellation*).

**“Principal Account”** means an account with the following details:

Correspondent Bank:	Citibank Europe Plc. Dublin
Swift:	CITIIE2X
Beneficiary:	Citibank N.A London
Swift:	CITIGB2L
Account Number:	11969854
Account Name:	Starling 2019-19 Principal acct

**“Principal Coverage Requirement”** means, in respect of any day, the requirement that the sum of (a) any cash standing to the credit of the Principal Account and (b) the aggregate nominal amount of the Individual Securities forming part of the Collateral Package is equal to or greater than the Principal Coverage Amount.

**“Principal Coverage Amount”** means an amount equal to the product of 10 per cent. and the Initial Principal Amount, subject to reductions following any redemption, purchase pursuant to Condition 7.4 (*Purchases*) and cancellation of the Notes pursuant Condition 7.10 (*Cancellation*).

**“Ramp-Up Period End Date”** means 31 October 2019.

**“Reference Entity Weighting”** means, in respect of a Reference Entity, the percentage weighting specified in respect of such Reference Entity set out in the applicable Index Annex relating to the Europe CDS Confirmation or Crossover CDS Confirmation (as applicable) (and in the event of any inconsistency between Schedule 2 of Annex 4 or Annex 5 (as applicable) and the relevant Index Annex stipulated in the Markit website, such Markit website shall prevail), subject to adjustment by the Calculation Agent under the Swap Agreement in accordance with paragraph 5 (*Amendments to the Credit Derivatives Definitions*) of the Europe CDS Confirmation or Crossover CDS Confirmation (as applicable) where one or more Successors are identified in relation to a Reference Entity and as may be amended from time to time upon the occurrence of an Event Determination Date or otherwise in accordance with the terms herein.

**“Resolve”** has the meaning given to it in the DC Rules, and **“Resolved”** and **“Resolves”** shall be construed accordingly.

**“Settlement Amount”** means, following a Credit Event, the Auction Settlement Amount (or Cash Settlement Amount if applicable) payable by the Issuer to the Swap Counterparty under the

Europe CDS with respect to sub-paragraph (c) (*Credit Events, Collateral Sale, Suspension of Payments and Collateral Exhaustion Event*) of Annex 1 of the Conditions above.

**“Settlement Date”** means the date on which an Auction Settlement Amount or a Cash Settlement Amount is paid by the Seller to the Buyer under the relevant Credit Default Swap.

**“Short CDS Factor”** means 1.

**“Short CDS Index”** means iTraxx® Crossover Series 31, Version 1.

**“Short CDS Index Annex”** means the list for the Short CDS Index as published by the Index Publisher and set out in Schedule 2 of Annex 5 or from the Markit website at:

<https://www.markit.com/Company/Files/DownloadFiles?CMSID=220fe2c53b0f4cfe8d260eabfb370ab7>

**“Supplementary Collateral”** means, subject to the following paragraph, in respect of all the Notes outstanding, (a) an amount in EUR, curing the Barrier Event or Market Value Deficit Event (as applicable), such that the Excess Market Value is equal to or greater than the product of (A) 70 per cent. and (B) the Outstanding Notes Principal Amount; (b) securities satisfying the Eligibility Criteria (as determined by the Calculation Agent) with a market value equal to or greater than the amount calculated under sub-paragraph (a) above or (c) a combination of sub-paragraphs (a) and (b) above such that the sum of cash in EUR and the market value of the securities are equal to or greater than the amount calculated under sub-paragraph (a) above. The Supplementary Collateral required to be provided in respect of each Noteholder shall be a *pro rata* share of such amount.

To the extent any proposed Supplementary Collateral is intended to be provided in the form of securities, the Calculation Agent shall, acting in good faith and in a commercially reasonable manner, determine whether such securities comply with the Eligibility Criteria and shall notify the Custodian, Disposal Agent, the Issuer, the Dealer and the 100% Noteholders of its determination. If the Calculation Agent determines that the proposed Supplementary Collateral meets the Eligibility Criteria, the relevant Noteholders shall be entitled to deliver such Supplementary Collateral to the Issuer and such Supplementary Collateral shall form part of the Individual Securities and Collateral Package. If the Calculation Agent determines that the proposed Supplementary Collateral does not meet the Eligibility Criteria, the Custodian shall not accept delivery of such proposed Supplementary Collateral and the relevant Noteholders shall provide alternative Supplementary Collateral which shall be subject to the same assessments as described of Eligibility Criteria as described above.

Supplementary Collateral in the form of cash shall be delivered to the Issuer's Principal Account. Supplementary Collateral in the form of securities shall be delivered to the Issuer's Custody Account.

**“Surplus Amount”** means an amount equal to the amount (if any) by which the net sale proceeds of any Individual Securities sold to (i) pay the aggregate Settlement Amount to the Swap Counterparty under the Europe CDS in accordance with sub-paragraph (c) (*Credit Events, Collateral Sale, Suspension of Payments and Collateral Exhaustion Event*) of Annex 1 of the Conditions, exceeds such aggregate Settlement Amount or (ii) pay the Swap Counterparty the aggregate Party B Fixed Amounts (as defined in the Crossover CDS) in accordance with sub-paragraph (c) (*Credit Events, Collateral Sale, Suspension of Payments and Collateral Exhaustion Event*) of Annex 1 of the Conditions, exceeds such Party B Fixed Amounts.

**“Swap Termination Value”** means the aggregate of the early termination payments due from or payable to the Swap Counterparty under the Swap Agreement, the calculation of which is



described under “Consequences of Early Termination” in Annex 3 to the Series Listing Particulars. For the avoidance of doubt, the Swap Termination Value will be calculated in the currency in which the Notes are denominated and may be zero.

**“Trade Date”** means 10 September 2019.

**“Underlying Obligations”** means, in respect of any securities which comprise the Individual Securities, the underlying obligations in respect of such securities.

**“Unwind Costs”** means the value of the fees, costs, charges, expenses and liabilities incurred by the Swap Counterparty and the Issuer in connection with the redemption of the Notes in the circumstances described in paragraphs 38(b) to (g) of the terms and conditions of the Notes above.

## Annex 2

### Security

#### Security Arrangements

Subject as set out below, the obligations of the Issuer under the Notes are secured pursuant to the Trust Deed by:

- (i) a first fixed charge over the Cash Accounts forming part of the Collateral Package in favour of the Trustee;
- (ii) a first fixed charge over the Individual Securities forming part of the Collateral Package in favour of the Trustee;
- (iii) an assignment by way of security in favour of the Trustee of all the Issuer's rights, title and interest attaching to or relating to the Individual Securities forming part of the Collateral Package and all sums derived therefrom, including, without limitation, any right to delivery thereof or, in the case of the Individual Securities forming part of the Collateral Package, 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;
- (iv) an assignment by way of security in favour of the Trustee of the Issuer's rights, title and interest against the Custodian and the Disposal Agent, to the extent that they relate to the Individual Securities or the Cash Accounts, in each case, forming part of the Collateral Package;
- (v) an assignment by way of security in favour of the Trustee of the Issuer's rights, title and interest under and in respect of the Agency Agreement, to the extent that they relate to the Notes and all sums derived therefrom in respect of the Notes;
- (vi) an assignment by way of security in favour of the Trustee of the Issuer's rights, title and interest under and in respect of the Custody Agreement, to the extent that they relate to the Notes and all sums derived therefrom in respect of the Notes;
- (vii) an assignment by way of security in favour of the Trustee of the Issuer's rights, title and interest under the Swap Agreement and in respect of any sums and securities received thereunder; and
- (viii) a first fixed charge in favour of the Trustee of (a) all sums held by the Issuing and Paying Agent and the Custodian to meet payments due in respect of the obligations and duties of the Issuer under the Trust Deed, the Swap Agreement, the Agency Agreement, the Custody Agreement and the Notes, (b) all sums held by the Disposal Agent under the Agency Agreement and (c) any sums received by the Issuing and Paying Agent under the Swap Agreement,

(the rights and assets of the Issuer referred to in this paragraph being the **"Mortgaged Property"**).

In circumstances where the Collateral is held by or through the Custodian in a clearing system, the security will take the form of an assignment of the Issuer's contractual rights against the Custodian rather than a charge over the Collateral.

A charge, although expressed in words which would suffice to create a fixed charge, may be treated as a floating charge, particularly if it appears that it was intended that the chargor should have licence to dispose of the assets charged in the course of its business without the consent of the chargee.

The Custodian, acting on behalf of the Issuer, may procure the realisation of the equivalent proportion of the Collateral in connection with any redemption, purchase pursuant to Condition 7.4 (*Purchases*) and cancellation of the Notes pursuant Condition 7.10 (*Cancellation*).

**In the event that the Mortgaged Property described above is realised by the Trustee on behalf of the Noteholders, there can be no assurance that the proceeds of realisation thereof will be sufficient to repay the principal amount and any other amount that is due under the Notes.**

#### **The Custodian**

A description of the Custodian is set out in the section entitled "Description of Citibank, N.A. London Branch" in the Base Prospectus.

## **Annex 3**

### **The Swap Agreement**

*The description of the Swap Agreement set out below is a summary of certain features of the Swap Agreement and is qualified by reference to the detailed provisions of the Swap Agreement.*

#### **The Swap Agreement**

Under a 2002 ISDA Master Agreement deemed entered into between the Issuer and the Swap Counterparty and dated as of the Issue Date (as defined in the ISDA Master Agreement) in the form of Part A of the Swap Terms (December 2018 Version) relating to the Programme (as such Schedule may have been amended by the Swap Confirmations)) as may be amended and/or supplemented from time to time (the **"ISDA Master Agreement"**), the Issuer and the Swap Counterparty have entered into a swap confirmation (the **"Europe CDS Confirmation"**) which constitutes a credit default swap transaction over the Europe Index with an effective date of the Issue Date of the Notes (the **"Europe CDS"**) (into which the 2014 Credit Derivatives Definitions and the iTraxx® Europe Untranch Standard Terms Supplement, as published by Markit Group Limited on 20 September 2014 are incorporated by reference), a swap confirmation (the **"Crossover CDS Confirmation"** and together with the Europe CDS Confirmation, the **"Swap Confirmations"**) which constitutes a credit default swap transaction over the Crossover Index with an effective date of the Issue Date of the Notes (the **"Crossover CDS"**) (into which the 2014 Credit Derivatives Definitions and the iTraxx® Europe Untranch Standard Terms Supplement, as published by Markit Group Limited on 20 September 2014 are incorporated by reference) (the ISDA Master Agreement together with the Swap Confirmations, the **"Swap Agreement"**).

#### **Payments under the Credit Default Swaps**

Under the Crossover CDS, the Issuer will pay to the Swap Counterparty periodic fixed amounts for the protection purchased in relation to the Crossover Index on each Fixed Rate Payer Payment Date and the Swap Counterparty will pay to the Issuer any Settlement Amounts (as defined in the Crossover CDS) relating to the relevant Reference Entity. Under the Europe CDS, the Swap Counterparty will pay to the Issuer periodic fixed amounts for the protection purchased in relation to the Europe Index on each Fixed Rate Payer Payment Date and the Issuer will pay to the Swap Counterparty any Settlement Amounts (as defined in the Europe CDS) relating to the relevant Reference Entity.

The notional amount of the Europe CDS is 5 times the principal amount of the Notes such that the Notes have a leveraged exposure to the credit risk of the Europe CDS Reference Entities. The notional amount of the Crossover CDS is equal to the principal amount of the Notes such that the protection inherent in respect of the Crossover CDS Reference Entities is not leveraged.

#### **Credit Default Provisions under the Credit Default Swaps**

Pursuant to the Crossover CDS, both the Swap Counterparty and the Issuer (in certain circumstances, following a direction from the 100% Noteholders) have, and, pursuant to the Europe CDS, the Swap Counterparty has, the right to exercise the credit event provisions under the relevant Credit Default Swap immediately upon (and, subject as set out below, at any time subsequent to) the occurrence of a Credit Event during the period from and including the Credit Linkage Start Date to and including the Credit Linkage End Date (or, in certain circumstances, after the Credit Linkage End Date if Grace Period Extension is specified as applicable for the purposes of the relevant Credit Default Swap and a Potential Failure to Pay exists on the Credit Linkage End Date).

When serving notice of the occurrence of a Credit Event, the Swap Counterparty (or the Issuer, as the case may be) may provide the Issuer (or the Swap Counterparty, as the case may be) with the Notice of Publicly Available Information (it will not need to do so if an ISDA Credit Derivatives Determinations Committee resolves that a Credit Event has occurred). On the fifth Business Day following the determination of the Auction Final Price (in the case of Auction Settlement) or the determination of the Final Price (in the case of Cash Settlement) (as the case may be), the Issuer will pay the Swap Counterparty (under the Europe CDS) or the Swap Counterparty will pay to the Issuer (under the Crossover CDS) (as the case may be) an amount that is the sum of (1) the greater of (a) an amount equal in EUR to the product of (i) the Floating Rate Payer Calculation Amount under the relevant Credit Default Swap and (ii) the Reference Price minus the Auction Final Price or Final Price (as the case may be); and (b) zero, and (2) a Rebate Amount.

### **Termination of the Swap Agreement**

Except as stated in the following paragraphs, the Europe CDS is scheduled to terminate on 20 June 2026 and the Crossover CDS is scheduled to terminate on 20 June 2022.

The Swap Agreement may be terminated (either in whole or in part only), among other circumstances:

- (a) if at any time any of the Notes becomes payable in accordance with the Conditions prior to the Maturity Date;
- (b) if the Issuer or the Calculation Agent determines that the performance of the Issuer's obligations under the Notes has or will become unlawful, illegal or otherwise prohibited in whole or in part, including without limitation, as a result of an enactment of or supplement or amendment to, or a change in law, policy or official interpretation, implementation or determination made by any relevant regulatory authority or for any other reason;
- (c) if at any time the Swap Counterparty determines that the performance of the Swap Counterparty's and/or its Affiliates' obligations under the Swap Agreement, the Trust Deed or under any other Transaction Document or any arrangement made to hedge such obligations has or will become unlawful, illegal or otherwise prohibited due to a Regulatory Consequence and that, if applicable, a transfer of the Swap Agreement to an Affiliate of the Swap Counterparty will not be timely, practical or desirable for any reason, all determined in its sole and absolute discretion;
- (d) at the option of one party, if there is a failure by the other party to pay any amounts due, or to comply with or perform any obligation, under any Swap Agreement;
- (e) if withholding taxes are imposed on any of the payments made either by the Issuer or by the Swap Counterparty under any Swap Agreement or it becomes illegal for either party to perform its obligations in respect of any Transaction under any Swap Agreement (see "Termination for Tax Reasons" below);
- (f) upon the occurrence of certain other events with respect to either party to any Swap Agreement, including insolvency or, in respect of the Swap Counterparty, a merger without an assumption of the obligations in respect of that Swap Agreement;
- (g) if any of the Crossover CDS or the Europe CDS is terminated early for whatever reason, the other transactions under the Swap Agreement shall automatically terminate; or
- (h) upon the occurrence of a Market Value Trigger Early Redemption Event.

## **Consequences of Early Termination**

Upon any early termination of the Swap Agreement in the circumstances set out in sub-paragraphs (a) to (h) above and upon the designation of an Early Termination Date, the Issuer or the Swap Counterparty may be liable to make a termination payment to the other (regardless, if applicable, of which of such parties may have caused such termination).

Such termination payments will be based on the replacement cost or gain for a swap agreement that would have the effect of preserving for the party making the determination the economic equivalent of that Swap Agreement. Such termination amounts shall also include amounts that are either due and remain unpaid as at the Early Termination Date (as defined in the relevant Swap Agreement) or represent the fair market value of any obligation that was required to have been performed under a Swap Agreement had it not been terminated on the relevant Early Termination Date (as defined in the relevant Swap Agreement). In addition, any fees, costs, charges, expenses and liabilities incurred by the Swap Counterparty and the Issuer in connection with the early redemption of the Notes shall be deducted.

In all cases of early termination, the termination payment will be determined by the Swap Counterparty.

## **General**

Except as stated under “Transfer by the Swap Counterparty to its Affiliates” below, neither the Issuer nor the Swap Counterparty are, save for the assignment by way of security in favour of the Trustee under the Trust Deed and certain limited circumstances set out in Section 7 (*Transfer*) of the ISDA Master Agreement, permitted to assign, novate or transfer as a whole or in part any of their rights, obligations or interests under the Swap Agreement.

## **Taxation**

The Issuer is not obliged under the Swap Agreement to gross up if withholding taxes or other deductions for taxes are imposed on payments made by it under the Swap Agreement. The Swap Counterparty is not obliged under the Swap Agreement to gross up if withholding taxes or other deductions for taxes are imposed on payment made by it under the Swap Agreement, unless the relevant tax is an “Indemnifiable Tax”.

## **Sanctions**

Upon the occurrence of a Sanctions Event as defined in Condition 8.9 (*Suspension of Obligations following a Sanctions Event*) of the Notes, all obligations will be suspended under the Swap Agreement.

## **Termination for Tax Reasons**

If withholding taxes are imposed on payments made by the Issuer or the Swap Counterparty under the Swap Agreement, then the Swap Counterparty shall terminate the swap transaction under the relevant Swap Agreement.

## **Transfer by the Swap Counterparty to its Affiliates**

The Swap Counterparty may, at any time, at its own expense and without the need for the consent of the Issuer, transfer to any of its Affiliates (the “**Transferee**”) all or part of its interests and obligations under the Swap Agreement together with its interests and obligations under the Notes, the Trust Deed, the Dealer Agreement, the Custody Agreement, the Agency Agreement and any other Transaction Document upon providing at least five Business Days’ prior written notice to the Issuer and the Trustee provided that:

- (a) as of the date of such transfer the transferee will not, as a result of such transfer, be required to withhold or deduct on account of any tax under the Swap Agreement;
- (b) a Termination Event or an Event of Default will not occur under the Swap Agreement as a result of such transfer; and
- (c) no additional amount will be payable by the Issuer to the Swap Counterparty or the transferee on the next succeeding scheduled payment date under the Swap Agreement as a result of such transfer.

Provided that the criteria set out in (a) to (c) above are satisfied, no consent shall be required from the Issuer or the Trustee to such transfer and the Issuer and Trustee shall promptly take such action and execute all documentation as the Swap Counterparty may reasonably require to effect such transfer.

### **The Swap Counterparty**

A description of the Swap Counterparty is set out in the section entitled “Description of Citigroup Global Markets Limited” in the Base Prospectus.

### **EMIR Portfolio Reconciliation and Dispute Resolution Deed**

The Issuer and the Swap Counterparty have entered into an EMIR Portfolio Reconciliation and Dispute Resolution Deed dated 30 April 2014 to comply with the portfolio reconciliation and dispute resolution requirements of Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012.

## Annex 4

### Form of the Europe CDS Confirmation

*Set out below is the form of the Europe CDS Confirmation*

Date: 15 October 2019

To: Starling Finance Public Limited Company

From: Citigroup Global Markets Limited

Re: Credit Derivative Swap relating to Starling Finance Public Limited Company Series 2019-09 EUR 45,000,000 Leveraged Long iTraxx® Europe Series 31 and Short iTraxx® Crossover Series 31 Credit Linked Notes due 2026 (Ref: CREC17685472) (the “**Notes**”)

Dear Sirs

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the credit derivative swap transaction entered into between us on the first day (as indicated on the last page of this Confirmation) on which this Confirmation has been signed by both Party A and Party B (the “**Transaction**” and such date the “**Signing Date**”). This Confirmation constitutes a “Confirmation” as referred to in the 2002 ISDA Master Agreement specified below.

The definitions and provisions contained in the 2014 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. (the “**Credit Derivatives Definitions**”), as amended herein, and the iTraxx® Europe Untranch Standard Terms Supplement, as published by Markit Group Limited on 20 September 2014 (the “**iTraxx® Standard Terms Supplement**”) are incorporated into this Confirmation. In the event of any inconsistency between the Credit Derivatives Definitions or the iTraxx® Standard Terms Supplement and this Confirmation, this Confirmation will govern. In the event of any inconsistency between the iTraxx® Standard Terms Supplement and the 2014 Credit Derivatives Definitions, the iTraxx® Standard Terms Supplement will govern. References in the iTraxx® Standard Terms Supplement to the “iTraxx® Master Transaction” shall be deemed to refer to this Transaction.

Party A and Party B agree that by entering into the Transaction, they have entered into a separate and independent credit derivative swap transaction in respect of each Reference Entity (each, a “**Component Transaction**”). Each Component Transaction will have the terms specified in the iTraxx® Standard Terms Supplement, as modified hereby, and, subject to Paragraph 5.2 of the iTraxx® Standard Terms Supplement, will not be affected by any other credit derivative swap transaction between Party A and Party B and will operate independently of each other Component Transaction in all respects.

This Confirmation supplements, forms a part of, and is subject to the 2002 ISDA Master Agreement dated the Issue Date (the “**Agreement**”) deemed entered into between Citigroup Global Markets Limited (“**Party A**”) and Starling Finance Public Limited Company (“**Party B**”) in respect of which the Schedule to such 2002 ISDA Master Agreement (the “**Schedule**”) is in the form of Part A of the Swap Terms (December 2018 Version) (a copy of which Party A has provided to Party B and Party B acknowledges it has receipt of), as modified as set out herein and in the Supplemental Trust Deed. All provisions contained in, or incorporated by reference in, the Agreement will govern this Confirmation except as expressly modified below.



Party A and Party B have entered into a related credit default swap (the “**Crossover CDS**” and together with this Transaction, the “**Swap Agreement**”) by means of a separate confirmation under the Agreement on the Effective Date.

Party A represents and warrants that it has the capacity and powers to enter into this Agreement and that the entry into this Agreement has been validly authorised, executed and delivered by it.

Capitalised terms used but not defined herein will have the meanings given to them in or incorporated by reference into) the Series Listing Particulars dated 15 October 2019, as amended and supplemented from time to time, relating to the issue of the Notes (the “**Series Listing Particulars**”).

In this Confirmation, references to the “**Conditions**” are to the terms and conditions of the Notes as set out in or incorporated by reference into the Series Listing Particulars.

In the event of any inconsistency between terms defined in this Confirmation and the corresponding terms in the Conditions, the terms as defined in the Conditions shall govern. In the event of any inconsistency between terms defined in this Confirmation and the corresponding terms in the Crossover CDS, the terms as defined in this Confirmation shall govern.

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

## **1 General Terms**

Index:	iTraxx® Europe Series 31, Version 1
Index Sponsor:	Markit Indices Limited, or any successor thereto
Trade Date:	10 September 2019. Notwithstanding Section 1.13 of the Credit Derivatives Definitions, the Parties agree that they have entered into the Transaction to which this Confirmation relates on the Signing Date.
Effective Date:	15 October 2019
Scheduled Termination Date:	20 June 2026
Original Notional Amount:	The product of (i) the Initial Principal Amount and (ii) the Long CDS Factor (such Original Notional Amount being EUR 225,000,000 on the Effective Date). For the avoidance of doubt, if any further issues are made which are consolidated and form a single series with the Notes or there is any redemption, purchase pursuant to Condition 7.4 ( <i>Purchases</i> ) and cancellation of the Notes pursuant Condition 7.10 ( <i>Cancellation</i> ), the Original Notional Amount shall increase or decrease, as applicable.
Floating Rate Payer:	Starling Finance Public Limited Company (the “ <b>Seller</b> ”)
Fixed Rate Payer:	Citigroup Global Markets Limited (the “ <b>Buyer</b> ”)
Initial Payment Payer:	Not Applicable
Initial Payment Amount:	Not Applicable

Calculation Agent:	Citigroup Global Markets Limited
Business Days:	London and TARGET settlement date
Business Day Convention:	Following (which subject to Sections 1.14, 1.39, 2.2(k), 3.33(a) and 12.10 of the Credit Derivatives Definitions, shall apply to any date referred to in the Confirmation that falls on a day that is not a Business Day).
Reference Entity:	<p>The relevant Reference Entity contained in the Index and listed in the Index Annex, and any Successor to a Reference Entity either (a) in respect of which ISDA publicly announces on or following the earlier of the Effective Date and the Trade Date that the relevant ISDA Credit Derivatives Determinations Committee has Resolved, in respect of a Succession Resolution Request Date, a Successor in accordance with the DC Rules or (b) in the event that ISDA does not make such an announcement, identified by the Index Sponsor on or following the Trade Date (the Reference Entities together, the “<b>Reference Portfolio</b>”).</p> <p>For the avoidance of doubt, the Reference Portfolio will also be amended from time to time upon the occurrence of an Event Determination Date or otherwise in accordance with the terms herein.</p> <p>In the event of any inconsistency between the Reference Portfolio shown in Schedule 2 and the Index Annex published by the Index Sponsor as at the Trade Date, the Index Annex published by the Index Sponsor shall prevail.</p>
Index Publisher:	Markit Group Limited, or any replacement therefor appointed by the Index Sponsor for purposes of officially publishing the relevant Index.
Index Annex:	The list for the relevant Index with the relevant Annex Date, as published by the Index Publisher (which can be accessed at <a href="http://www.markit.com">http://www.markit.com</a> or any successor website thereto). The Index Annex will be deemed amended from time to time to reflect any modifications resulting from the application of Sections 2.5, 2.6 and/or 2.10 of the Credit Derivatives Definitions, the Reference Obligation provisions and the Reference Entity provisions herein.
Annex Date:	29 April 2019
Standard Reference Obligation:	Applicable
Reference Obligation(s):	Without prejudice to Section 2.5 of the 2014 Credit Derivatives Definitions, the Reference Obligation (if any) set out opposite the relevant Reference Entity in the Index Annex, subject to Section 2.10 of the 2014 Credit Derivatives Definitions and the following paragraph:

If there is no Standard Reference Obligation and the Index Sponsor publishes a replacement Reference Obligation for a Reference Entity, the Calculation Agent will select such Reference Obligation as the Reference Obligation hereunder for such Reference Entity rather than applying the provisions of Section 2.10 of the 2014 Credit Derivatives Definitions.

Notice of Reference Obligation:

If the Fallback Settlement Method applies, a notice from Party A to Party B that irrevocably confirms that Party A will determine the Final Price in respect of a Reference Entity using the obligation(s) specified in such notice and sets out the outstanding principal balance in respect of each Reference Obligation. The obligation(s) of the Reference Entity chosen by the Calculation Agent in its sole discretion and specified in the Notice of Reference Obligation (each, a “**Valuation Obligation**”) must either:

- (a) satisfy the criteria set out in Section 3.2 (*Deliverable Obligation*) (and, if applicable, Section 3.32 (*Mod Mod R*)) of the Credit Derivatives Definitions, for which purpose the Deliverable Obligation Category and Deliverable Obligation Characteristics are as set out in the ISDA Matrix corresponding to the relevant Transaction Type and there are no Excluded Deliverable Obligation specified for the purposes of Section 3.7(a) of the Credit Derivatives Definitions. References in Article VII of the Credit Derivatives Definitions to “Reference Obligation” shall be construed as references to “Valuation Obligation”; or
- (b) be the Reference Obligation in respect of that Reference Entity as determined in accordance with the definition of Reference Obligation.

For the avoidance of doubt:

- (A) Section 3.15 (*Interpretation of Provisions*) of the Credit Derivatives Definitions shall apply for the purposes of determining whether an obligation falls within the said Deliverable Obligation Category and satisfies the Deliverable Obligation Characteristics;
- (B) the Deliverable Obligation Characteristics “Assignable Loan” and “Consent Required Loan” shall apply only to the Valuation Obligations that are Loans and the Valuation Obligations must satisfy either (but not both) of the Deliverable Obligation Characteristics “Assignable Loan” and “Consent Required Loan” and the Deliverable Obligation Characteristics “Transferable” and

“Not Bearer” shall apply only to the Valuation Obligations that are Bonds; and

(C) if Asset Package Delivery is applicable, the Valuation Obligation may be a Prior Deliverable Obligation.

For the purposes of this Confirmation, the reference in Section 3.2 (*Deliverable Obligation*) of the Credit Derivatives Definitions to “the Outstanding Principal Balance or Due and Payable Amount” shall be deemed to be a reference to “the amount in respect of which quotations are to be sought”.

The delivery of the Notice of Reference Obligation must become effective (in accordance with Section 1.38 (*Requirements Regarding Notices*) of the Credit Derivatives Definitions) on or before the Valuation Date relating to the relevant Reference Entity. Party A may notify Party B at any time prior to the relevant Valuation Date that it is changing one or more of the obligations (or the description thereof) specified as Reference Obligation(s) in the Notice of Reference Obligation, in which event the Notice of Reference Obligation shall take effect as if it had specified the obligation(s) so notified by Party A. However, any such replacement obligation must comply with all the criteria set out above.

Transaction Type:	As set out opposite the relevant Reference Entity in the Index Annex.
All Guarantees:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Reference Price:	100 per cent.

## **2 Party A Fixed Amounts**

Fixed Rate Payer Calculation Amount:	The Floating Rate Payer Calculation Amount
Fixed Rate Payer Payment Date(s):	20 March, 20 June, 20 September and 20 December in each year commencing on 20 December 2019, subject in each case to adjustment in accordance with the Following Business Day Convention.  For the avoidance of doubt, accrued Party A Fixed Amounts from, and including, the last Fixed Rate Payer Payment Date to, and including, the Event Determination Date shall be payable following the occurrence of an Event Determination Date.

**Fixed Rate Payer Calculation Period:** Each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next following Fixed Rate Payer Payment Date, except that (a) the initial Fixed Rate Payer Calculation Period will commence on, and include, the Trade Date and (b) the final Fixed Rate Payer Calculation Period will end on, and include, the earlier to occur of the Scheduled Termination Date and the Event Determination Date.

Notwithstanding anything to the contrary in the Credit Derivatives Definitions, no further Party A Fixed Amounts shall be payable by the Buyer pursuant to such Component Transaction following the occurrence of an Event Determination Date, to the extent that such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, Valuation Date or Termination Date. If such Component Transaction terminates other than as a result of the occurrence of an Event Determination Date, any accrued and unpaid Party A Fixed Amount as at such early termination date shall be taken into account when determining the future cash flows of such Component Transaction in respect of what would have been due on the next following Fixed Rate Payer Payment Date had the early termination not occurred.

**Fixed Rate:** 0.677 per cent. per annum.

**Fixed Rate Day Count Fraction:** Actual/360

### **3 Party B Floating Amounts**

**Floating Rate Payer Calculation Amount:** An amount equal to the product of (a) the Reference Entity Weighting and (b) the Original Notional Amount.

**Reference Entity Weighting:** The percentage set out opposite the relevant Reference Entity in the Index Annex.

**Notifying Party:** Party A

**Notice of Publicly Available Information:** Applicable provided that if a DC Credit Event Announcement has occurred, the Notice of Publicly Available Information is deemed to have been satisfied. As set out in Section 1.34 of the Credit Derivatives Definitions.

**Specified Number of Public Sources:** Two

The parties agree that, subject to Sections 1.19 and 10.2 of the Credit Derivatives Definitions, an Event Determination Date may occur on one occasion only with respect to a Reference Entity except in certain circumstances following a Succession Date or in the case

of a M(M)R Restructuring (if M(M)R Restructuring is Applicable as set out in the ISDA Matrix), where the Buyer (or the Calculation Agent acting on its behalf) may deliver multiple Credit Event Notices with respect to the relevant Reference Entity. Each such Credit Event Notice must specify the amount of the Reference Entity Notional Amount of the Reference Entity to which such Credit Event Notice applies (the “**Exercise Amount**”), which shall be equal to the Reference Entity Notional Amount unless the relevant Credit Event is an M(M)R Restructuring. When such Credit Event Notice specifies an Exercise Amount less than the relevant Reference Entity Notional Amount for the Reference Entity, such Reference Entity shall continue to be a Reference Entity for the purpose of the Notes and, for such Reference Entity, further Credit Event Notices may be given and an Event Determination Date may occur again in respect of such Credit Event Notices, but the relevant Reference Entity Notional Amount for such Reference Entity will be reduced by the relevant Exercise Amount.

“**Credit Event Notice**” means a notice (which Party A (or the Calculation Agent acting on its behalf) has the right but not the obligation to deliver) from Party A (or the Calculation Agent acting on its behalf) (which may be in writing, including by electronic means) to Party B (with a copy to the Issuing and Paying Agent) during the Notice Delivery Period (or any other period permissible pursuant to the terms of this Transaction) that describes a Credit Event that occurred on or after the Credit Linkage Start Date to and including the Extension Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full Reference Entity Notional Amount.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

If a Credit Event Notice contains the information required in the Notice of Publicly Available Information, such Credit Event Notice shall be deemed to be both a Credit Event Notice and a Notice of Publicly Available Information.

Credit Events:

As set out in the ISDA Matrix corresponding to the relevant Transaction Type.

Obligation Category:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Obligation Characteristics:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Deliverable Obligation Category:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Deliverable Obligation Characteristics:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Excluded Obligations:	For the purposes of Section 3.6(a) of the Credit Derivatives Definitions: None.
Excluded Deliverable Obligations:	For the purposes of Section 3.7(a) of the Credit Derivatives Definitions: None.
Reference Entity Notional Amount:	The product of (a) the Original Notional Amount, as may be deemed reduced or increased from time to time and (b) the Reference Entity Weighting in respect of the relevant Reference Entity.

#### 4 Settlement Terms

Settlement Method:	Auction Settlement
Fallback Settlement Method:	Cash Settlement
Auction Final Price:	The final price determined pursuant to an auction organised and held by the ISDA Credit Derivatives Determinations Committee pursuant to the DC Rules.
<i>Terms relating to both Auction Settlement and Cash Settlement</i>	
Settlement Amount:	<p>The Auction Settlement Amount or the Cash Settlement Amount (as applicable) plus the Rebate Amount.</p> <p><b>“Rebate Amount”</b> means an amount, calculated by the Calculation Agent in its sole and absolute discretion, equal to the amount by which a Fixed Amount paid by Party A exceeds the amount which would have been payable on the relevant Fixed Rate Payer Payment Date had an Event Determination Date been determined to have occurred prior to such Fixed Rate Payer Payment Date.</p>
Settlement Currency:	EUR
Auction Settlement Date(s) and Cash Settlement Date(s):	Five Business Days after the Auction Final Price or Final Price (as applicable) has been determined.
Auction Settlement Amount:	The amount equal to the greater of (a) the product of the (i) Floating Rate Payer Calculation Amount and (ii) an amount, expressed as a percentage, equal to the

Reference Price minus the Auction Final Price and (b) zero.

Cash Settlement Amount:

Following the occurrence of an Event Determination Date with respect to any Reference Entity, the Cash Settlement Amount in respect of such Reference Entity shall be the greater of (a) the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price minus the Final Price (such difference, the “**Loss Percentage**”) and (b) zero.

For the avoidance of doubt, (1) there may be more than one Cash Settlement Amount in respect of this Transaction, but, subject to the “Notice of Publicly Available Information” provisions in paragraph 3 above, only one Cash Settlement Amount with respect to each Reference Entity, except in the case of an occurrence of a Restructuring Credit Event (in respect of a Reference Entity for which M(M)R Restructuring is Applicable as set out in the ISDA Matrix) and the Credit Event Notice specifies an Exercise Amount less than the Reference Entity Notional Amount, in which case further Credit Event Notice(s) in respect of that Reference Entity may be given and there may be additional Cash Settlement Amounts in respect of such Reference Entity, but only in respect of a notional amount equal to the excess of the original Reference Entity Notional Amount for that Reference Entity over the Exercise Amount(s) for which Credit Event Notice(s) has or have been previously given, (2) where a Credit Event has occurred in relation to a Reference Entity and a Loss Percentage has been determined in respect thereof, such Loss Percentage shall always be applied in calculating the Cash Settlement Amount pursuant to the above formula whether or not a subsequent Credit Event occurs in respect of such Reference Entity, which subsequent Credit Event shall be disregarded except in case of occurrence of a Restructuring Credit Event and the Credit Event Notice(s) specifies(y) an Exercise Amount less than the Reference Entity Notional Amount, (3) if an Event Determination Date occurs in relation to two or more Reference Entities on the same Event Determination Date, the Cash Settlement Amounts in respect of such Event Determination Date shall be calculated taking into consideration the Credit Events relating to each such Reference Entity and (4) Cash Settlement Amounts may be calculated on one or more occasions after the Scheduled Termination Date in respect of any Event Determination Date falling before the expiry of the Notice Delivery Period.



Valuation Notice:

If the Calculation Agent determines that a Cash Settlement Amount greater than zero may be payable under this Transaction, then, as soon as reasonably practicable following the determination of the relevant Final Price, the Calculation Agent shall send a notice to Buyer and Seller containing the Quotations received (if applicable), the Final Price and the calculation of the Cash Settlement Amount. Failure to send such a Valuation Notice shall not affect the Seller's obligation to pay a Cash Settlement Amount under this Transaction.

*Terms relating to Cash Settlement only*

Final Price:

The price of the Valuation Obligation, expressed as a percentage, as determined by the Calculation Agent in accordance with this section entitled "*Terms relating to Cash Settlement only*".

Valuation Date:

Single Valuation Date: the Business Day selected by the Calculation Agent in its sole discretion (the "**Scheduled Valuation Date**"), following the date on which it has determined that Fallback Settlement Method will apply.

Subject to "Asset Package Quotations" below, each Full Quotation or other quotation, excluding accrued interest, expressed as a percentage of the Valuation Obligation's Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date. The Calculation Agent shall attempt to obtain Full Quotations from at least five Dealers on the Scheduled Valuation Date. If fewer than five Full Quotations are available, but at least two Full Quotations are available, the Calculation Agent shall determine the Final Price on the basis of the available Full Quotations.

If at least two Full Quotations are not available on the Scheduled Valuation Date but a Weighted Average Quotation is available, then such Weighted Average Quotation shall be used, on the Scheduled Valuation Date, to determine the Final Price. If both two Full Quotations and a Weighted Average Quotation are not available, but a single Full Quotation is available, such single Full Quotation shall be used, on the Scheduled Valuation Date, to determine the Final Price.

If a single Full Quotation is also not available, but one or more firm quotations for an amount which is equal to or less than the Minimum Quotation Amount is available, then the weighted average of such firm quotations with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation

Amount for which firm quotations were not obtained will be used on the Scheduled Valuation Date to determine the Final Price. If one or more firm quotations for an amount equal to or less than the Minimum Quotation Amount are not available, the Quotation will be zero.

For the purposes of this Transaction, the last sentence of Section 7.4 of the Credit Derivatives Definitions shall not apply.

Asset Package Quotations:

If an Asset Package Credit Event has occurred and the Valuation Obligation chosen by the Calculation Agent is a Prior Deliverable Obligation, (i) valuation of the relevant Valuation Obligation will be satisfied by valuation of the related Asset Package, and such Asset Package shall be treated as having the same currency and Outstanding Principal Balance as the Prior Deliverable Obligation to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) if the Asset Package is zero, as determined by the Calculation Agent, the Final Price shall be equal to zero, and (iii) otherwise the Calculation Agent shall determine the value of the Prior Deliverable Obligation in its sole and absolute discretion and a Full Quotation shall be deemed to have been obtained (for such valuation, the Calculation Agent may obtain Full Quotations in respect of the entire Asset Package expressed as a percentage of the Outstanding Principal Balance of the Prior Deliverable Obligation and to which the Asset Package relates and/or take account of any method for determining the Asset Market Value of any Asset that is a Non-Transferable Instrument or a Non-Financial Instrument that may be published by the DC Secretary and/or take account of any specialist valuation available). A Full Quotation for the purposes of Asset Package valuation shall mean a firm quotation obtained from a Dealer at the Valuation Time, to the extent reasonably practicable, for the aggregate amount of the Asset Package in full.

Valuation Time:

Any time (as selected by the Calculation Agent in its sole discretion) on the applicable Valuation Date during the hours that the Dealer customarily quotes prices for the relevant Valuation Obligation.

Dealer:

Notwithstanding anything to the contrary in the Credit Derivatives Definitions, “**Dealer**” shall mean a dealer in obligations of the type of the Valuation Obligation for which Quotations are to be obtained as selected by the Calculation Agent in its sole and absolute discretion, which may include the Calculation Agent or any one Affiliate of the Calculation Agent (including the Swap

	Counterparty) without the requirement of consultation with the parties, as the case may be.
Valuation Method:	In respect of the relevant Reference Entity, if there is only one Valuation Obligation, Highest, or, if there is more than one Valuation Obligation, Blended Highest.  “ <b>Blended Highest</b> ” means the weighted arithmetic mean (calculated on the nominal amount of Reference Obligations which were quoted for) of the highest Quotations obtained by the Calculation Agent for each Valuation Obligation on the Valuation Date.
Quotation Method:	Bid
Quotation Amount:	An amount selected by the Calculation Agent greater than or equal to EUR 1,000,000 subject to a maximum of 100 per cent. of the Reference Entity Notional Amount, or the equivalent in the applicable currency selected by the Calculation Agent in its sole discretion.
Quotations:	Each Full Quotation or Weighted Average Quotation, expressed as a percentage with respect to the relevant Scheduled Valuation Date. The Calculation Agent shall make its determination based on then current market practice in the market of the relevant Reference Obligation except that such Quotations shall exclude accrued but unpaid interest.
Cash Settlement Date:	A date to be determined by the Calculation Agent following the calculation of the Final Price.

Section 5.7 of the iTraxx® Standard Terms Supplement shall not apply to this Transaction.

Any Credit Event Notices shall be given by the Calculation Agent, but for the purpose of determining the Auction Final Price and the Final Price (as applicable), the Buyer shall be deemed to have delivered each Credit Event Notice under the Europe CDS where the Calculation Agent has provided such notice (and therefore the Europe CDS shall be treated as having been deemed triggered by Buyer) and the Buyer (as defined in the Crossover CDS) (or the Calculation Agent acting on such Buyer's behalf) shall thereafter be deemed to have delivered each Credit Event Notice under the Crossover CDS (and therefore the Crossover CDS shall be treated as having been deemed triggered by Buyer (as defined in the Crossover CDS)).

## 5 Amendments to the Credit Derivatives Definitions

The parties agree that, for purposes of this Transaction and each Component Transaction, the following amendments will be made to the Credit Derivatives Definitions:

- (a) Where, pursuant to Section 2.2(a) (*Provisions for Determining a Successor*) of the Credit Derivatives Definitions, one or more Successors have been identified in relation to any Reference Entity, each such Successor will be a Reference Entity (a “**Successor Reference Entity**”) for the purposes of this Transaction and the relevant Component Transaction (and, for the avoidance of doubt, the original Reference

Entity shall cease to be a Reference Entity except where it is a Successor Reference Entity).

- (b) Section 3.15(d) (*Interpretation of Provisions*) shall be amended by deleting the words “If an Obligation or a Deliverable Obligation” from the first sentence and replacing them with “If an Obligation or the obligation specified in the Notice of Reference Obligation”.
- (c) If any matter to be determined by the Calculation Agent hereunder has also been determined by the relevant ISDA Credit Derivatives Determinations Committee then the Calculation Agent may, in its sole discretion, make its determination or change any determination previously made by it so as to be consistent with the relevant determination of such ISDA Credit Derivatives Determinations Committee.
- (d) Notwithstanding Section 2.2(m) (*Successor Notice*) of the Credit Derivatives Definitions, for the purposes of the Transaction “Succession Notice” means a notice from the Calculation Agent to the Issuer and the Swap Counterparty that describes a succession in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined. Such notice must contain a description in reasonable detail of the facts relevant to such determination.
- (e) Section 1.19 (*No Event Determination Date*) shall be amended by the insertion of the words “the Notifying Party has the option, in its sole discretion, to retract a Credit Event Notice and” after the words “Subject to Section 10.2(a)(i)(III),” in the first line thereto.
- (f) **Potential Credit Event Notice**

If the Buyer determines in its sole and absolute discretion that a Credit Event may have occurred in the period from and including the Credit Linkage Start Date (as defined in the Conditions) to and including the Scheduled Termination Date in respect of which the Event Determination Date has not occurred or may not be determined on or before the Scheduled Maturity Date of the Notes, the Buyer undertakes to forthwith notify the Issuer, the Trustee and the Issuing and Paying Agent of the same.
- (g) **Valuation Notice**

If the Calculation Agent determines that a Cash Settlement Amount greater than zero may be payable under the relevant Component Transaction, then as soon as reasonably practicable following the determination of the Final Price, the Calculation Agent shall send a notice to the Swap Counterparty and the Issuer that contains the Quotations received, the Final Price and the calculation of the Cash Settlement Amount. Failure to send such a Valuation Notice shall not affect the Issuer’s obligation to pay a Cash Settlement Amount under such Component Transaction.
- (h) **General**

All references in the Credit Derivatives Definitions to consultation between the parties shall be deemed to be deleted and any determinations to be made under the Credit Derivatives Definitions by either party in connection with the other shall be made in the sole and absolute discretion of the Calculation Agent.

## 6 Other Provisions

- (a) The parties agree and acknowledge that, notwithstanding anything to the contrary in the Credit Derivatives Definitions, the Transaction to which this Confirmation relates is in respect of more than one Reference Entity and contemplates that there may be more than one Auction Settlement Amount or Cash Settlement Amount (as the case may be) with respect to this Transaction, provided, however, that there may not be more than one Auction Settlement Amount or Cash Settlement Amount (as the case may be) in respect of any one Reference Entity except in certain circumstances following a Succession Date or in the case of a M(M)R Restructuring (if M(M)R Restructuring is Applicable) and the Credit Event Notice specifies an Exercise Amount less than the Reference Entity Notional Amount for such Reference Entity, in which case further Credit Event Notice(s) with respect to that Reference Entity may be given and there may be additional Auction Settlement Amounts or Cash Settlement Amounts (as the case may be) in respect of such Reference Entity, but only in respect of a notional amount equal to the excess of the original Reference Entity Notional Amount over the Exercise Amount(s) for which Credit Event Notice(s) has or have been previously given, and that the Credit Derivatives Definitions shall, for the purpose of this Confirmation, be interpreted accordingly.

Accordingly, “**Termination Date**” shall be construed as a reference to a Termination Date in relation to the relevant Reference Entity only and each reference to “Termination Date” shall be construed accordingly. The occasion on which the Settlement Terms with respect to a Reference Entity are satisfied shall be the “Termination Date” with respect to that Reference Entity only, provided that, following the Event Determination Date which would cause the aggregate of all Auction Settlement Amounts or Cash Settlement Amounts (as the case may be) to exceed or equal the Initial Principal Amount, the Termination Date shall be determined in accordance with Section 1.7(a) (*Termination Date*) of the Credit Derivatives Definitions and construed as a reference to the Termination Date in relation to the entire Transaction.

- (b) For the purpose of determining any amounts payable pursuant to Section 6 (*Early Termination; Close-Out Netting*) of the Agreement in connection with an early termination of this Transaction or any Component Transaction, notwithstanding any other provision of the Agreement, all calculations and determinations that, under the Agreement, would otherwise be made by Party B shall be made by Party A.

(c) **Additional Termination Events**

- (i) The occurrence or designation of an Early Termination Date pursuant to the Crossover CDS (such date, the “**Crossover CDS Termination Date**”) shall be an Additional Termination Event in respect of this Transaction (for which purpose the Affected Party shall be Party B, except if Party A is the Defaulting Party or the sole Affected Party in relation to the termination of the Crossover CDS, in which case the Affected Party hereunder shall be Party A) unless such occurrence or designation is due to the occurrence of the Auction Final Price Determination Date, Valuation Date or Termination Date (as applicable) following the occurrence of an Event Determination Date, in each case in relation to this Transaction. In such circumstances, the Crossover CDS Termination Date shall be deemed to have been designated as an Early Termination Date hereunder. For the avoidance of doubt, if an event or

circumstance which would otherwise constitute or give rise to this Additional Termination Event would also constitute or give rise to any other Termination Event or Event of Default, it will be treated as only giving rise to such other Termination Event or Event of Default.

- (ii) An Additional Termination Event (for which the Affected Party shall be Party B and all Transactions shall be Affected Transactions) shall occur if at any time Party A notifies Party B that it has determined that the performance of the Swap Counterparty's and/or its Affiliates' obligations under the Swap Agreement, the Trust Deed or under any other Transaction Document or any arrangement made to hedge such obligations has or will become unlawful, illegal or otherwise prohibited due to a Regulatory Consequence and that, if applicable, a transfer of the Swap Agreement to an Affiliate of the Swap Counterparty will not be timely, practical or desirable for any reason, all determined in its sole and absolute discretion.
  - (iii) The occurrence of a Market Value Trigger Early Redemption Event in accordance with the Conditions shall, if Party A so elects, constitute an Additional Termination Event in respect of which this Transaction is the Affected Transaction and Party B is the sole Affected Party.
- (d) Notwithstanding Part 1, paragraph 2 (*Breach of Agreement; Repudiation of Agreement*) of the Schedule, the "Breach of Agreement" provisions of Section 5(a)(ii) of the Agreement shall not apply to Party A or Party B.
- (e) Notwithstanding Part 1, paragraph 4 (*Misrepresentation*) of the Schedule, the "Misrepresentation" provisions of Section 5(a)(iv) of the Agreement shall not apply to Party A or Party B.
- (f) Part 5, paragraph 8 (*Transfer by the Swap Counterparty to its Affiliates*) of the Schedule shall be amended by inserting the words "at its own expense and without the need for the consent of the Issuer," after the words "The Swap Counterparty may, at any time," and by inserting the following at the end of the paragraph:

"Provided that the criteria set out in (i) to (iii) above are satisfied, no consent shall be required from the Issuer or the Trustee to such transfer and the Issuer and Trustee shall promptly take such action and execute all documentation as the Swap Counterparty may reasonably require to effect such transfer."
- (g) The Calculation Agent may in good faith make such amendment to, or supplement, the terms of this Transaction following the announcement or publication by the International Swaps and Derivatives Association, Inc. of any provision, standard protocol or material relating to credit derivatives transactions which affects the Notes, this Transaction, the Crossover CDS or any hedge transaction related to the Notes or the Swap Agreement entered into by Party B, Party A or any of its affiliates as the Calculation Agent determines appropriate to take into account the effect of such provision, standard protocol or material.
- (h) Without prejudice to the definition of "Close-out Amount" and payments calculated by reference to the provisions in Section 6(e), no party shall be required to pay or be liable to the other party for any consequential, indirect or punitive damages, opportunity costs or lost profits (whether arising from its negligence or breach of contracts or otherwise), save only that nothing shall exclude liability for fraud.

(i) **Notice of Credit Event Notice**

If Party A delivers a Credit Event Notice in relation to a Reference Entity to Party B, it will send copies of such notice to the Calculation Agent, Issuing and Paying Agent and Trustee.

## **7 Market Value Trigger Provisions**

- (a) **Barrier Event Notice:** If the Calculation Agent determines, in its sole and absolute discretion, that a Barrier Event has occurred, the Calculation Agent shall notify Party A and Party A shall, as soon as reasonably practicable and to the extent commercially practicable on or after the date on which such Barrier Event has occurred, use reasonable endeavours to notify Party B and the Issuing and Paying Agent of such occurrence, describing such Barrier Event and specifying the Barrier Deficit Amount.
- (b) **Additional Supplementary Collateral Notice:** If the Calculation Agent determines in its sole discretion that a Market Value Deficit Event has occurred, the Calculation Agent shall notify Party A thereof and Party A may, on or after the date on which such Market Value Deficit Event has occurred, deliver a notice (an “**Additional Supplementary Collateral Notice**”) describing such Market Value Deficit Event and specifying the Market Value Deficit Amount to Party B and the Issuing and Paying Agent in respect of the Notes (which may be given in writing, including by electronic means). Party A shall have the right but not the obligation to deliver an Additional Supplementary Collateral Notice at any time during the period from (and including) the date on which a Market Value Deficit Event occurs to (and including) the Termination Date.

## **8 Other Terms**

- (a) **Non-insurance business.** Party A and Party B acknowledge and agree that this Transaction is not intended to constitute insurance business and is not a contract of insurance, assurance, suretyship or guarantee and payments may be made under this Transaction by each party independently and without proof of the economic loss (if any) of the other party.
- (b) **Third party rights.** No person shall have any right to enforce any provision of this Transaction under the Contracts (Rights of Third Parties) Act 1999.
- (c) **Rounding.** For the purposes of any calculations, determinations and valuations referred to in this Confirmation, (i) all percentages resulting from such calculations, determinations or valuations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.) and (ii) all amounts used in or resulting from such calculations, determinations or valuations will be rounded to the nearest EUR 1 (with EUR 0.5 being rounded upwards).

## 9 Licence

iTraxx® is a registered trade mark of Markit Indices Limited.

iTraxx® is a trade mark of Markit Indices Limited and has been licensed for the use by Citigroup Global Markets Limited. Markit Indices Limited does not approve, endorse or recommend Citigroup Global Markets Limited or iTraxx® derivatives products.

iTraxx® derivatives products are derived from a source considered reliable, but neither Markit Indices Limited nor any of its employees, suppliers, subcontractors and agents (together iTraxx Associates) guarantees the veracity, completeness or accuracy of iTraxx® derivatives products or other information furnished in connection with iTraxx® derivatives products. No representation, warranty or condition, express or implied, statutory or otherwise, as to condition, satisfactory quality, performance, or fitness for purpose are given or assumed by Markit Indices Limited or any of the iTraxx Associates in respect of iTraxx® derivatives products or any data included in such iTraxx® derivatives products or the use by any person or entity of iTraxx® derivatives products or that data and all those representations, warranties and conditions are excluded save to the extent that such exclusion is prohibited by law.

None of Markit Indices Limited nor any of the iTraxx Associates shall have any liability or responsibility to any person or entity for any loss, damages, costs, charges, expenses or other liabilities whether caused by the negligence of Markit Indices Limited or any of the iTraxx Associates or otherwise, arising in connection with the use of iTraxx® derivatives products or the iTraxx® indices.

## 10 Account Details

EUR Account details of Party A:

Citibank, Frankfurt  
CITIDEFF  
DE20502109000119206006  
Reference: NY SWAP OPERATIONS

EUR Account details of Party B:

Correspondent Bank:	Citibank Europe Plc. Dublin
Swift:	CITIE2X
Beneficiary:	Citibank N.A London
Swift:	CITIGB2L
Account Number:	11830880
Account Name:	Starling 2019-19 Interest acct

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

This Transaction has been arranged by Citigroup Global Markets Limited which is authorised by the Prudential Regulation Authority (the “PRA”) and regulated by the Financial Conduct Authority (the “FCA”) and the PRA. Unless specified herein, information about the time of dealing and the amount or basis of any charges shared with any third party in connection with this Transaction will be made available on request.



Your counterparty to the Transaction is Citigroup Global Markets Limited, which is authorised by the PRA and regulated by the FCA and the PRA. In the event that you have dealt with employees of an affiliate of Citigroup Global Markets Limited in placing the order for or otherwise arranging the Transaction (which is likely if you are not a UK person), then the Transaction has been introduced to you, and arranged, by such affiliate. Such affiliate does not act as agent for Citigroup Global Markets Limited, which is the principal to the Transaction with you. In the European Union, such affiliate may be Citibank, N.A., London Branch (authorised by the PRA, subject to regulation by the FCA and limited regulation by the PRA) or Citibank Europe plc (authorised and regulated by the Central Bank of Ireland).

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us by facsimile.

Yours faithfully,

**CITIGROUP GLOBAL MARKETS LIMITED** as Party A

By:

Name:

Title:

Confirmed on the date first above written:

**STARLING FINANCE PUBLIC LIMITED COMPANY** as Party B

By:

Name:

Title:

**Schedule 2**  
**iTraxx® Europe Series 31 Version 1 (as at the Trade Date)**

The following table is available at [www.markit.com](http://www.markit.com) and is reproduced here for information purposes only.

The following information has been accurately reproduced from information published by Markit Group Limited as of the Issue Date and, as far as the Issuer is aware and is able to ascertain from information published by this source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Reference Entity	ISIN	Maturity	Coupon	Sector	Transaction Type	SMI	Weighting	CLIP
Airtas SE	XJ1050845507	02-Apr-2024	2.375%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	N02AKA03
Alkermat Valco	XJ0854081740	26-Nov-2019	2.375%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	90A020A02
Alpi Hotel N.V.	XJ1134519120	07-Nov-2024	1.750%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	0811A0F9
Anglo American plc	US004491A006	15-Apr-2021	4.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	03702A05
Arco/Mitsui	XJ1084580702	06-Jul-2020	2.875%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	LL333JA01
ASTRAZENECA PLC	XJ141103708	12-May-2021	0.250%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	04A08A08
BAE SYSTEMS PLC	XJ0789883482	08-Jun-2022	4.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	06A75A08
BAF SE	DE000A190103	05-Dec-2022	2.000%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	00M87AF3
Bayr. Allergiewerk	XJ102228573	25-Jan-2021	1.875%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	09A0A0A7
Beiersdorf AG	XJ1548439556	12-Jan-2021	0.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	09A087A7
Beyersdorf AG	FR0010212852	22-Jun-2020	4.250%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	F0258A05
BOUYGUES	XJ1412424882	17-May-2021	2.875%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	NP020A07
COMPAHNE DE SAINT-GOBAIN	XJ1463424026	27-Mar-2020	0.000%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	F0872CA02
Compagnie Financière Michelin SCA	XJ1233732194	28-May-2022	1.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	H0C0MA03
Continental Allergiewerk	XJ096344080	05-Sep-2020	3.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	20178A03
Denker AG	DE000A188550	05-Mar-2020	0.625%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	08702A03
Deutsche Luftfahrt Allergiewerk	XJ110110251	12-Sep-2019	1.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	20M87A04
Glencore International AG	XJ0074877150	30-Sep-2020	3.375%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	H0375A04
Handelsbank AG	XJ0488859173	31-Oct-2019	8.500%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	00A8A0A1
LafargeHolcim Ltd	CH187218001	15-Nov-2022	3.000%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	PL000MA08
LANXESS Allergiewerk	XJ1501353425	07-Oct-2021	0.250%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	03350A09
RENAULT	FR0011760400	05-Mar-2021	3.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	70C0FA07
ROLLS-ROYCE PLC	XJ0944830401	18-Jun-2021	2.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	70C0FA07
SANOFI	XJ0488859173	11-Oct-2019	4.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	F0872CA02
Schering-Plough AG	US004491A006	15-Apr-2021	4.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	03702A05
Schwey	BE0260458030	02-Dec-2022	1.625%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	86787A06
Stora Enso Oyj	XJ1432302170	18-Jun-2020	2.125%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	8837MA03
VALEO	FR0011886033	22-Jun-2024	3.250%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	9AAA7AF3
VINCI	FR0011225127	30-Mar-2020	3.375%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	F0872CA02
VOLVOVAGEN AKTIEFONDSELSKAP	XJ1588555608	30-Mar-2021	0.500%	Auto & Industrials	EUROPEAN CORPORATE		0.80%	90A020A02
ACCOR	FR0011731076	05-Feb-2021	2.400%	Consumers	EUROPEAN CORPORATE		0.80%	04A77B04
Alkermat Electric	XJ1148180000	05-Dec-2019	1.500%	Consumers	EUROPEAN CORPORATE		0.80%	0811A0F9
Arhaus-Bauch Holz	BE0258027726	24-Sep-2020	2.250%	Consumers	EUROPEAN CORPORATE		0.80%	BBY0V0A2
Auchan Holding	FR0011853366	23-Apr-2021	1.750%	Consumers	EUROPEAN CORPORATE		0.80%	FF40F0A8
BRITISH AMERICAN TOBACCO p.l.c.	XJ0854081740	19-Jun-2020	2.375%	Consumers	EUROPEAN CORPORATE		0.80%	1214C0A6
CARLSBERG BREWERIES AS	XJ0854081740	15-Nov-2022	2.625%	Consumers	EUROPEAN CORPORATE		0.80%	KW020A09
Carrefour	XJ1126918017	03-Jun-2020	1.250%	Consumers	EUROPEAN CORPORATE		0.80%	F0A0A0A0
COMPASS GROUP PLC	XJ1078302023	27-Jun-2020	1.875%	Consumers	EUROPEAN CORPORATE		0.80%	20A08A03
DANONE	FR0010867216	23-Nov-2020	3.600%	Consumers	EUROPEAN CORPORATE		0.80%	2F98A0A2
DIAGEO PLC	US025437A038	26-Apr-2023	2.625%	Consumers	EUROPEAN CORPORATE		0.80%	20M87A04
EDITION FINANCE PLC	XJ1126918017	15-Oct-2021	3.500%	Consumers	EUROPEAN CORPORATE		0.80%	Q5702A02
Henkel N.V.	XJ0811554962	04-Aug-2020	2.125%	Consumers	EUROPEAN CORPORATE		0.80%	N0C08A01
Henkel AG & Co KGaA	XJ1488418000	13-Sep-2021	0.000%	Consumers	EUROPEAN CORPORATE		0.80%	487AS0A4
IMPERIAL BRANDS PLC	XJ1556013380	27-Jan-2025	1.375%	Consumers	EUROPEAN CORPORATE		0.80%	0811A0F9
Kering	FR0011856677	10-May-2020	1.250%	Consumers	EUROPEAN CORPORATE		0.80%	F0872CA02
Koninklijke Ahold Delhaize N.V.	US00685A0511	01-Mar-2020	2.875%	Consumers	EUROPEAN CORPORATE		0.80%	N0708A05
Koninklijke Philips N.V.	XJ1071702084	05-Sep-2020	0.500%	Consumers	EUROPEAN CORPORATE		0.80%	NTF00A03
LVMH MOET HENNESSY LOUIS VUITTON	FR0011852441	13-Jun-2020	1.750%	Consumers	EUROPEAN CORPORATE		0.80%	5F265A05
Nestlé S.A.	XJ1550117342	18-Jun-2022	2.375%	Consumers	EUROPEAN CORPORATE		0.80%	6A518FA0
NEXT PLC	XJ0803024351	26-Oct-2021	3.375%	Consumers	EUROPEAN CORPORATE		0.80%	GM0517A07
PERNOD RICARD	US070818A004	15-Jun-2022	4.250%	Consumers	EUROPEAN CORPORATE		0.80%	7588AA05
RECKITT BENCHUCKER GROUP PLC	US074207A032	24-Jun-2022	2.375%	Consumers	EUROPEAN CORPORATE		0.80%	QNM0A0A0
RODIERO	XJ1080183708	24-Jun-2022	1.750%	Consumers	EUROPEAN CORPORATE		0.80%	FND050A7
TATE & LYLE PUBLIC LIMITED COMPANY	XJ0488859173	25-Nov-2019	8.750%	Consumers	EUROPEAN CORPORATE		0.80%	8F0C7A04
Unilever N.V.	XJ0807254212	08-Aug-2020	1.750%	Consumers	EUROPEAN CORPORATE		0.80%	9A08F0A5
BP PLC	XJ1362378600	17-Mar-2021	3.187%	Energy	EUROPEAN CORPORATE		0.80%	05A08A04
CEZ GROUP	XJ0418307238	10-Mar-2022	8.375%	Energy	EUROPEAN CORPORATE		0.80%	18867CA2
E.ON SE	XJ0381044687	07-May-2020	5.750%	Energy	EUROPEAN CORPORATE		0.80%	DF0A0A08
EDP Finance B.V.	XJ1140811750	15-Jun-2020	4.125%	Energy	EUROPEAN CORPORATE		0.80%	NP0A0F0A01
Electricité de France	XJ0182002228	21-Feb-2023	5.625%	Energy	EUROPEAN CORPORATE		0.80%	FND050A7
ENEL S.P.A.	XJ0182002228	21-Feb-2023	5.625%	Energy	EUROPEAN CORPORATE		0.80%	FND050A7
ENGIE	FR0010704451	18-Jun-2021	8.375%	Energy	EUROPEAN CORPORATE		0.80%	288A0A05
EN S.P.A.	XJ0741157028	03-Feb-2020	4.250%	Energy	EUROPEAN CORPORATE		0.80%	288A0A05
EQUINOR ASA	XJ0808574325	10-Sep-2020	2.000%	Energy	EUROPEAN CORPORATE		0.80%	288A0A05
Fortum Oyj	XJ0808574325	08-Sep-2022	2.250%	Energy	EUROPEAN CORPORATE		0.80%	X2807A08
Industria S.A.	XJ0640711947	11-Nov-2020	2.875%	Energy	EUROPEAN CORPORATE		0.80%	E071A0A6
Innogy SE	XJ1025132111	14-Feb-2023	5.750%	Energy	EUROPEAN CORPORATE		0.80%	08C0FA07
NATIONAL GRID PLC	XJ0210728114	10-May-2020	4.375%	Energy	EUROPEAN CORPORATE		0.80%	QNM0A0A0
NATUROY ENERGY GROUP, S.A.	XJ0479542580	27-Jun-2020	4.500%	Energy	EUROPEAN CORPORATE		0.80%	80C0A0A0
NEOSOL S.A.	XJ1148073205	10-Dec-2020	2.250%	Energy	EUROPEAN CORPORATE		0.80%	EMC0A0A0
ROYAL DUTCH SHELL PLC	XJ1411408882	12-May-2024	0.750%	Energy	EUROPEAN CORPORATE		0.80%	08C0FA07
SSE PLC	XJ0805371038	22-Sep-2022	5.875%	Energy	EUROPEAN CORPORATE		0.80%	00C02A03
TOTAL SA	XJ0541707783	16-Sep-2022	3.125%	Energy	EUROPEAN CORPORATE		0.80%	F0A0A0A0
UNITED UTILITIES PLC	US013110A036	15-Aug-2020	8.875%	Energy	EUROPEAN CORPORATE		0.80%	9A08F0A5
VEOLIA ENVIRONNEMENT	FR0010248725	30-Mar-2022	8.875%	Energy	EUROPEAN CORPORATE		0.80%	9A08F0A5
Wegm N.V.	XJ0105202408	15-Dec-2021	6.125%	Finance	EUROPEAN CORPORATE		0.80%	08702A03
Alliant SE	DE000A103909	14-Feb-2022	3.500%	Finance	EUROPEAN CORPORATE		0.80%	00358A01
ASSICURAZIONI GENERALI - SOCIETA PER AZIONI	XJ1512758408	14-Jun-2020	2.875%	Finance	EUROPEAN CORPORATE		0.80%	02A08A08
AVIVA PLC	XJ1528003381	27-Oct-2023	0.625%	Finance	EUROPEAN CORPORATE		0.80%	QNM0A0A0
AXA	FR0011080488	15-Mar-2025	2.875%	Finance	EUROPEAN CORPORATE		0.80%	F0872CA02
BANCO BILBAO VIZCAYA ARGENTARIA, SOCIEDAD ANONIMA	XJ1078302023	11-Sep-2022	0.750%	Finance	EUROPEAN SENIOR NON PREFERRED FINANCIAL CORPORATE	Yes	0.80%	E7265A06
BANCO SANTANDER S.A.	XJ1572882021	06-Feb-2022	1.375%	Finance	EUROPEAN SENIOR NON PREFERRED FINANCIAL CORPORATE	Yes	0.80%	E7265A06
Bentley PLC	US007085A038	08-Jun-2022	2.875%	Finance	EUROPEAN FINANCIAL CORPORATE		0.80%	02M08A08
BNP PARIBAS	US066502A044	23-May-2022	2.950%	Finance	EUROPEAN SENIOR NON PREFERRED FINANCIAL CORPORATE	Yes	0.80%	05A08F0A3
COMMERZBANK Allergiewerk	DE000C228197	30-Mar-2017	3.875%	Finance	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	2C720A05
Cooperatieve Rabobank U.A.	XJ0503734872	21-Apr-2017	3.375%	Finance	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	NP488A05
CREDIT AGRICOLE SA	US025389A003	10-Jun-2022	3.375%	Finance	EUROPEAN SENIOR NON PREFERRED FINANCIAL CORPORATE	Yes	0.80%	FND050A7
Credit Suisse Group AG	XJ0309472984	20-Jun-2019	7.000%	Finance	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	H0375A04
DANISKE BANK AS	XJ1706011856	22-May-2023	0.875%	Finance	EUROPEAN SENIOR NON PREFERRED FINANCIAL CORPORATE	Yes	0.80%	2F98A0A2
DEUTSCHE BANK AKTIEFONDSELSKAP	DE000E181708	07-Dec-2020	7.000%	Finance	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	20M87A04
Hannover Rück SE	XJ1808482748	18-Apr-2028	1.125%	Finance	EUROPEAN CORPORATE		0.80%	4F187D08
HSC HOLDINGS AG	XJ0805371038	18-Mar-2018	3.875%	Finance	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	4E48A0A5
ING Group N.V.	XJ1572882021	06-Mar-2022	0.750%	Finance	EUROPEAN FINANCIAL CORPORATE		0.80%	4E68A0A5
INTESA SANPAOLO SPA	XJ0210728114	10-May-2020	7.000%	Finance	EUROPEAN FINANCIAL CORPORATE		0.80%	71A08A04
LYONNAN BANKING GROUP PLC	US039430A033	06-Jul-2021	3.100%	Finance	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	04A82A01

\*\* SRO with Seniority Level Senior Non-Preferred applicable (ISIN DE000C228197) Maturity 16-Sep-2020 Coupon: Fixed provided the SRO Identification Resolution published 15 March 2019 by the ISDA DC Income Fee.

## SCHEDULE 1



ITress Europe Series 31 Version 1  
Index RED Code 2986VCTT  
Roll Date: 20th March 2019  
Amend Date: 18th March 2019  
[www.bloomberg.com](http://www.bloomberg.com)

Reference Entity	ISIN	Maturity	Coupon	First	Sector	Transaction Type	SPD	Weighting	CLIP
MEDIOBANCA BANCA DI CREDITO FINANZIARIO SOCIETA PER AZIONI	IT0004713767	31-May-2017			Financial	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	1ZC6PGAG1
Muenchener Rueckversicherungs-Gesellschaft Aktiengesellschaft in Muenchen					Financial	EUROPEAN CORPORATE		0.80%	
PRUDENTIAL PUBLIC LIMITED COMPANY	XS0008544292	20-Jan-2029	6.875%		Financial	EUROPEAN CORPORATE		0.80%	78678PAD4
SOCIETE GENERALE	US833667AF57	12-Jan-2022	3.250%		Financial	EUROPEAN SENIOR NON PREFERRED FINANCIAL CORPORATE	Yes	0.80%	869APAL0
STANDARD-CHARTERED PLC	XB1219671821	17-Apr-2020	2.250%		Financial	EUROPEAN FINANCIAL CORPORATE		0.80%	000MAABA
Suez Reinsurance Company Ltd	USU7514EAL48	06-Dec-2022	2.875%		Financial	EUROPEAN CORPORATE		0.80%	H088NAC3
The Royal Bank Of Scotland Group public limited company	XS0067727054	28-Nov-2016	1.500%		Financial	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	7F809GAD9
UBS Group AG	USH200UJAA48	23-May-2023	3.491%		Financial	EUROPEAN FINANCIAL CORPORATE		0.80%	HL829GA09
UNICREDIT, SOCIETA PER AZIONI	XS1085725730	10-Apr-2017			Financial	EUROPEAN FINANCIAL CORPORATE	Yes	0.80%	12F8DAJ8
Zurich Insurance Company Ltd	CH0247811251	22-Jul-2020	0.825%		Financial	EUROPEAN CORPORATE		0.80%	H0HEFUAG9
Bentelmann SE & Co. KGaA	XS0811890550	03-Aug-2022	2.825%		TMT	EUROPEAN CORPORATE		0.80%	DE111QAC8
BRITISH TELECOMMUNICATIONS public limited company	XS0087283096	07-Dec-2028	5.750%		TMT	EUROPEAN CORPORATE		0.80%	08H8A2AD9
Deutsche Telekom AG	XB1165706549	30-Oct-2021	0.375%		TMT	EUROPEAN CORPORATE		0.80%	2H88CAE3
ITV PLC	XB1360425664	21-Sep-2022	2.125%		TMT	EUROPEAN CORPORATE		0.80%	0KDCCEAE4
Koninklijke KPN N.V.	XS0454773713	30-Sep-2024	5.825%		TMT	EUROPEAN CORPORATE		0.80%	NR98GAE9
Orange	FR0013241536	11-Sep-2023	0.750%		TMT	EUROPEAN CORPORATE		0.80%	FLEECZAE2
PEARSON plc	XB1228153681	06-May-2025	1.375%		TMT	EUROPEAN CORPORATE		0.80%	7M5518AH4
PUBLICIS GROUPE SA	FR0012384634	16-Dec-2021	1.125%		TMT	EUROPEAN CORPORATE		0.80%	FMD6TCAE5
RELX PLC	XB121027494	13-May-2025	1.300%		TMT	EUROPEAN CORPORATE		0.80%	GN80CCAC1
SES	XS0483084949	04-Mar-2020	4.625%		TMT	EUROPEAN CORPORATE		0.80%	L7S3HAC2
SKY LIMITED	XS0301678861	21-May-2027	6.000%		TMT	EUROPEAN CORPORATE		0.80%	G09ABRAA8
STMicronitronics N.V.	XB1938064653	03-Jul-2022	0.000%		TMT	EUROPEAN CORPORATE		0.80%	8E7113AF2
TELEFONICA, S.A.	XB1550351211	17-Jan-2025	1.528%		TMT	EUROPEAN CORPORATE		0.80%	8FGCBAF9
Telekom Austria Aktiengesellschaft	XS0787278301	04-Apr-2022	4.000%		TMT	EUROPEAN CORPORATE		0.80%	8FG0T7AC7
TELEOR ASA	XS048175503	26-Mar-2020	4.125%		TMT	EUROPEAN CORPORATE		0.80%	8FG080AE5
Telia Company AB	XS059027003	18-Feb-2020	4.250%		TMT	EUROPEAN CORPORATE		0.80%	W5EDGBAA0
Vivendi	FR0010300334	02-Dec-2019	4.875%		TMT	EUROPEAN CORPORATE		0.80%	FO03HAC3
VODAFONE GROUP PUBLIC LIMITED COMPANY	XB1108623303	11-Sep-2020	1.000%		TMT	EUROPEAN CORPORATE		0.80%	98ADCFACF
Wolters Kluwer N.V.	XS0907301290	21-Mar-2023	2.875%		TMT	EUROPEAN CORPORATE		0.80%	90E7FFAD9
WPP 2005 LIMITED	XB1112013698	22-Sep-2026	2.250%		TMT	EUROPEAN CORPORATE		0.80%	GP0FFGAE4

Nothing in the following statements shall act in any way to amend, override or otherwise prejudice the rights and obligations under any present or future license from (i) Bloomberg, (ii) TRACE, (iii) Markit Group Limited or their respective predecessors and successors.

This annex and the data contained herein, is the proprietary property of Markit Group Limited and may be used only for informational purposes in connection with the confirmation of this index trade. Unless you are in possession of a valid license, you may not (i) extract the data contained in the annex, (ii) copy, share, sell, distribute, re-distribute, or otherwise make available to any other party this annex, or the data contained herein, or (iii) use the index or the data contained herein in any other manner, including but not limited to in furtherance of trade confirmation or for other internal or external business purposes. To obtain a license, please contact Markit Group on +44 (0)207 734080 or [info@markit.com](mailto:info@markit.com). The sender and recipient of this data acknowledge and agree that no duty of care is owed to them or to any other users by any Data Provider, and that use of the data creates no independent relationship between the user and/or any other user, and any Data Provider.

"Data Provider" means those persons who developed, compiled, prepared, revised, selected and arranged the Services (including without limitation certain information sources, professional advisors and other persons or entities that have participated in any respect in the development or collection of the Services or any data or information contained therein)."

NEITHER MARKIT GROUP LIMITED, ITS AFFILIATES NOR ANY DATA PROVIDER OR OTHER PERSON OR ENTITY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SUBSCRIBER OR OTHERS FROM THE USE OF THIS DOCUMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF CONDITION OF QUALITY OR ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. BY USE OF THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE NOT RELED UPON ANY WARRANTY, GUARANTEE OR REPRESENTATION MADE BY MARKIT GROUP LIMITED OR ANY OTHER PERSON OR ENTITY.

NEITHER MARKIT GROUP LIMITED, ITS AFFILIATES NOR ANY OTHER PERSON OR ENTITY SHALL IN ANY WAY BE LIABLE TO THE USER OF THIS DOCUMENT OR ANY CLIENT OF SUCH USER FOR ANY INACCURACIES, ERRORS OR OMISSIONS, REGARDLESS OF CAUSE, IN THE INFORMATION AVAILABLE ON THIS DOCUMENT OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING THEREFROM. UNDER NO CIRCUMSTANCES WILL MARKIT GROUP LIMITED BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR LOST PROFITS DAMAGES WITH RESPECT TO THE USE OF THIS DOCUMENT OR THE INFORMATION AVAILABLE HEREIN, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

## Annex 5

### Form of the Crossover CDS Confirmation

*Set out below is the form of the Crossover CDS Confirmation*

Date: 15 October 2019

To: Starling Finance Public Limited Company

From: Citigroup Global Markets Limited

Re: Credit Derivative Swap relating to Starling Finance Public Limited Company Series 2019-09 EUR 45,000,000 Leveraged Long iTraxx® Europe Series 31 and Short iTraxx® Crossover Series 31 Credit Linked Notes due 2026 (Ref: CREC17685396) (the “**Notes**”)

Dear Sirs

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the credit derivative swap transaction entered into between us on the first day (as indicated on the last page of this Confirmation) on which this Confirmation has been signed by both Party A and Party B (the “**Transaction**” and such date the “**Signing Date**”). This Confirmation constitutes a “Confirmation” as referred to in the 2002 ISDA Master Agreement specified below.

The definitions and provisions contained in the 2014 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. (the “**Credit Derivatives Definitions**”), as amended herein, and the iTraxx® Europe Untranch Standard Terms Supplement, as published by Markit Group Limited on 20 September 2014 (the “**iTraxx® Standard Terms Supplement**”) are incorporated into this Confirmation. In the event of any inconsistency between the Credit Derivatives Definitions or the iTraxx® Standard Terms Supplement and this Confirmation, this Confirmation will govern. In the event of any inconsistency between the iTraxx® Standard Terms Supplement and the 2014 Credit Derivatives Definitions, the iTraxx® Standard Terms Supplement will govern. References in the iTraxx® Standard Terms Supplement to the “iTraxx® Master Transaction” shall be deemed to refer to this Transaction.

Party A and Party B agree that by entering into the Transaction, they have entered into a separate and independent credit derivative swap transaction in respect of each Reference Entity (each, a “**Component Transaction**”). Each Component Transaction will have the terms specified in the iTraxx® Standard Terms Supplement, as modified hereby, and, subject to Paragraph 5.2 of the iTraxx® Standard Terms Supplement, will not be affected by any other credit derivative swap transaction between Party A and Party B and will operate independently of each other Component Transaction in all respects.

This Confirmation supplements, forms a part of, and is subject to the 2002 ISDA Master Agreement dated the Issue Date (the “**Agreement**”) deemed entered into between Citigroup Global Markets Limited (“**Party A**”) and Starling Finance Public Limited Company (“**Party B**”) in respect of which the Schedule to such 2002 ISDA Master Agreement (the “**Schedule**”) is in the form of Part A of the Swap Terms (December 2018 Version) (a copy of which Party A has provided to Party B and Party B acknowledges it has receipt of), as modified as set out herein and in the Supplemental Trust Deed. All provisions contained in, or incorporated by reference in, the Agreement will govern this Confirmation except as expressly modified below.

Party A and Party B have entered into a related credit default swap (the “**Europe CDS**” and together with this Transaction, the “**Swap Agreement**”) by means of a separate confirmation under the Agreement on the Effective Date.

Party A represents and warrants that it has the capacity and powers to enter into this Agreement and that the entry into this Agreement has been validly authorised, executed and delivered by it.

Capitalised terms used but not defined herein will have the meanings given to them in or incorporated by reference into) the Series Listing Particulars dated 15 October 2019, as amended and supplemented from time to time, relating to the issue of the Notes (the “**Series Listing Particulars**”).

In this Confirmation, references to the “**Conditions**” are to the terms and conditions of the Notes as set out in or incorporated by reference into the Series Listing Particulars.

In the event of any inconsistency between terms defined in this Confirmation and the corresponding terms in the Conditions, the terms as defined in the Conditions shall govern. In the event of any inconsistency between terms defined in this Confirmation and the corresponding terms in the Europe CDS, the terms as defined in this Confirmation shall govern.

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

## **1 General Terms**

Index:	iTraxx® Crossover Series 31, Version 1
Index Sponsor:	Markit Indices Limited, or any successor thereto
Trade Date:	10 September 2019. Notwithstanding Section 1.13 of the Credit Derivatives Definitions, the Parties agree that they have entered into the Transaction to which this Confirmation relates on the Signing Date.
Effective Date:	15 October 2019
Scheduled Termination Date:	20 June 2022
Original Notional Amount:	The product of (i) the Initial Principal Amount and (ii) the Short CDS Factor (such Original Notional Amount being EUR 45,000,000 on the Effective Date). For the avoidance of doubt, if any further issues are made which are consolidated and form a single series with the Notes or there is any redemption, purchase pursuant to Condition 7.4 ( <i>Purchases</i> ) and cancellation of the Notes pursuant Condition 7.10 ( <i>Cancellation</i> ), the Original Notional Amount shall increase or decrease, as applicable.
Floating Rate Payer:	Citigroup Global Markets Limited (the “ <b>Seller</b> ”)
Fixed Rate Payer:	Starling Finance Public Limited Company (the “ <b>Buyer</b> ”)
Initial Payment Payer:	Not Applicable
Initial Payment Amount:	Not Applicable



Calculation Agent:	Citigroup Global Markets Limited
Business Days:	London and TARGET settlement date
Business Day Convention:	Following (which subject to Sections 1.14, 1.39, 2.2(k), 3.33(a) and 12.10 of the Credit Derivatives Definitions, shall apply to any date referred to in the Confirmation that falls on a day that is not a Business Day).
Reference Entity:	<p>The relevant Reference Entity contained in the Index and listed in the Index Annex, and any Successor to a Reference Entity either (a) in respect of which ISDA publicly announces on or following the earlier of the Effective Date and the Trade Date that the relevant ISDA Credit Derivatives Determinations Committee has Resolved, in respect of a Succession Resolution Request Date, a Successor in accordance with the DC Rules or (b) in the event that ISDA does not make such an announcement, identified by the Index Sponsor on or following the Trade Date (the Reference Entities together, the “<b>Reference Portfolio</b>”).</p> <p>For the avoidance of doubt, the Reference Portfolio will also be amended from time to time upon the occurrence of an Event Determination Date or otherwise in accordance with the terms herein.</p> <p>In the event of any inconsistency between the Reference Portfolio shown in Schedule 2 and the Index Annex published by the Index Sponsor as at the Trade Date, the Index Annex published by the Index Sponsor shall prevail.</p>
Index Publisher:	Markit Group Limited, or any replacement therefor appointed by the Index Sponsor for purposes of officially publishing the relevant Index.
Index Annex:	The list for the relevant Index with the relevant Annex Date, as published by the Index Publisher (which can be accessed at <a href="http://www.markit.com">http://www.markit.com</a> or any successor website thereto). The Index Annex will be deemed amended from time to time to reflect any modifications resulting from the application of Sections 2.5, 2.6 and/or 2.10 of the Credit Derivatives Definitions, the Reference Obligation provisions and the Reference Entity provisions herein.
Annex Date:	29 April 2019
Standard Reference Obligation:	Applicable
Reference Obligation(s):	Without prejudice to Section 2.5 of the 2014 Credit Derivatives Definitions, the Reference Obligation (if any) set out opposite the relevant Reference Entity in the Index Annex, subject to Section 2.10 of the 2014 Credit Derivatives Definitions and the following paragraph:

If there is no Standard Reference Obligation and the Index Sponsor publishes a replacement Reference Obligation for a Reference Entity, the Calculation Agent will select such Reference Obligation as the Reference Obligation hereunder for such Reference Entity rather than applying the provisions of Section 2.10 of the 2014 Credit Derivatives Definitions.

Notice of Reference Obligation:

If the Fallback Settlement Method applies, a notice from Party A to Party B that irrevocably confirms that Party A will determine the Final Price in respect of a Reference Entity using the obligation(s) specified in such notice and sets out the outstanding principal balance in respect of each Reference Obligation. The obligation(s) of the Reference Entity chosen by the Calculation Agent in its sole discretion and specified in the Notice of Reference Obligation (each, a “**Valuation Obligation**”) must either:

- (a) satisfy the criteria set out in Section 3.2 (*Deliverable Obligation*) (and, if applicable, Section 3.32 (*Mod Mod R*)) of the Credit Derivatives Definitions, for which purpose the Deliverable Obligation Category and Deliverable Obligation Characteristics are as set out in the ISDA Matrix corresponding to the relevant Transaction Type and there are no Excluded Deliverable Obligation specified for the purposes of Section 3.7(a) of the Credit Derivatives Definitions. References in Article VII of the Credit Derivatives Definitions to “Reference Obligation” shall be construed as references to “Valuation Obligation”; or
- (b) be the Reference Obligation in respect of that Reference Entity as determined in accordance with the definition of Reference Obligation.

For the avoidance of doubt:

- (A) Section 3.15 (*Interpretation of Provisions*) of the Credit Derivatives Definitions shall apply for the purposes of determining whether an obligation falls within the said Deliverable Obligation Category and satisfies the Deliverable Obligation Characteristics; and
- (B) the Deliverable Obligation Characteristics “Assignable Loan” and “Consent Required Loan” shall apply only to the Valuation Obligations that are Loans and the Valuation Obligations must satisfy either (but not both) of the Deliverable Obligation Characteristics “Assignable Loan” and “Consent Required Loan” and the Deliverable Obligation Characteristics “Transferable” and

“Not Bearer” shall apply only to the Valuation Obligations that are Bonds.

For the purposes of this Confirmation, the reference in Section 3.2 (Deliverable Obligation) of the Credit Derivatives Definitions to “the Outstanding Principal Balance or Due and Payable Amount” shall be deemed to be a reference to “the amount in respect of which quotations are to be sought”.

The delivery of the Notice of Reference Obligation must become effective (in accordance with Section 1.38 (*Requirements Regarding Notices*) of the Credit Derivatives Definitions) on or before the Valuation Date relating to the relevant Reference Entity. Party A may notify Party B at any time prior to the relevant Valuation Date that it is changing one or more of the obligations (or the description thereof) specified as Reference Obligation(s) in the Notice of Reference Obligation, in which event the Notice of Reference Obligation shall take effect as if it had specified the obligation(s) so notified by Party A. However, any such replacement obligation must comply with all the criteria set out above.

Transaction Type:	As set out opposite the relevant Reference Entity in the Index Annex.
All Guarantees:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Reference Price:	100 per cent.

## **2 Party B Fixed Amounts**

Fixed Rate Payer Calculation Amount:	The Floating Rate Payer Calculation Amount
Fixed Rate Payer Payment Date(s):	20 March, 20 June, 20 September and 20 December in each year commencing on 20 December 2019, subject in each case to adjustment in accordance with the Following Business Day Convention.  For the avoidance of doubt, accrued Party B Fixed Amounts from, and including, the last Fixed Rate Payer Payment Date to, and including, the Event Determination Date shall be payable following the occurrence of an Event Determination Date.

**Fixed Rate Payer Calculation Period:** Each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next following Fixed Rate Payer Payment Date, except that (a) the initial Fixed Rate Payer Calculation Period will commence on, and include, the Trade Date and (b) the final Fixed Rate Payer Calculation Period will end on, and include, the earlier to occur of the Scheduled Termination Date and the Event Determination Date.

Notwithstanding anything to the contrary in the Credit Derivatives Definitions, no further Party B Fixed Amounts shall be payable by the Buyer pursuant to such Component Transaction following the occurrence of an Event Determination Date, to the extent that such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, Valuation Date or Termination Date. If such Component Transaction terminates other than as a result of the occurrence of an Event Determination Date, any accrued and unpaid Party B Fixed Amount as at such early termination date shall be taken into account when determining the future cash flows of such Component Transaction in respect of what would have been due on the next following Fixed Rate Payer Payment Date had the early termination not occurred.

**Fixed Rate:** 2.23 per cent. per annum.

**Fixed Rate Day Count Fraction:** Actual/360

### **3 Party A Floating Amounts**

**Floating Rate Payer Calculation Amount:** An amount equal to the product of (a) the Reference Entity Weighting and (b) the Original Notional Amount.

**Reference Entity Weighting:** The percentage set out opposite the relevant Reference Entity in the Index Annex.

**Notifying Party:** Buyer or Seller

**Notice of Publicly Available Information:** Applicable provided that if a DC Credit Event Announcement has occurred, the Notice of Publicly Available Information is deemed to have been satisfied. As set out in Section 1.34 of the Credit Derivatives Definitions.

**Specified Number of Public Sources:** Two

The parties agree that, subject to Sections 1.19 and 10.2 of the Credit Derivatives Definitions, an Event Determination Date may occur on one occasion only with respect to a Reference Entity except in certain circumstances following a Succession Date or in the case of a M(M)R Restructuring (if M(M)R Restructuring is

Applicable as set out in the ISDA Matrix), where the Seller or Buyer (or the Calculation Agent acting on behalf of either party) may deliver multiple Credit Event Notices with respect to the relevant Reference Entity. Each such Credit Event Notice must specify the amount of the Reference Entity Notional Amount of the Reference Entity to which such Credit Event Notice applies (the “**Exercise Amount**”), which shall be equal to the Reference Entity Notional Amount unless the relevant Credit Event is an M(M)R Restructuring. When such Credit Event Notice specifies an Exercise Amount less than the relevant Reference Entity Notional Amount for the Reference Entity, such Reference Entity shall continue to be a Reference Entity for the purpose of the Notes and, for such Reference Entity, further Credit Event Notices may be given and an Event Determination Date may occur again in respect of such Credit Event Notices, but the relevant Reference Entity Notional Amount for such Reference Entity will be reduced by the relevant Exercise Amount.

“**Credit Event Notice**” means a notice (which Party A or Party B (or the Calculation Agent acting on behalf of either party) has the right but not the obligation to deliver) from Party A or Party B (or the Calculation Agent acting on behalf of either party), as applicable (which may be in writing, including by electronic means) to the other party (with a copy to the Issuing and Paying Agent) during the Notice Delivery Period (or any other period permissible pursuant to the terms of this Transaction) that describes a Credit Event that occurred on or after the Credit Linkage Start Date to and including the Extension Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full Reference Entity Notional Amount.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

If a Credit Event Notice contains the information required in the Notice of Publicly Available Information, such Credit Event Notice shall be deemed to be both a Credit Event Notice and a Notice of Publicly Available Information.

Credit Events:

As set out in the ISDA Matrix corresponding to the relevant Transaction Type.

Obligation Category:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Obligation Characteristics:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Deliverable Obligation Category:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Deliverable Obligation Characteristics:	As set out in the ISDA Matrix corresponding to the relevant Transaction Type.
Excluded Obligations:	For the purposes of Section 3.6(a) of the Credit Derivatives Definitions: None.
Excluded Deliverable Obligations:	For the purposes of Section 3.7(a) of the Credit Derivatives Definitions: None.
Reference Entity Notional Amount:	The product of (a) the Original Notional Amount, as may be deemed reduced or increased from time to time and (b) the Reference Entity Weighting in respect of the relevant Reference Entity.

#### 4 Settlement Terms

Settlement Method:	Auction Settlement
Fallback Settlement Method:	Cash Settlement
Auction Final Price:	The final price determined pursuant to an auction organised and held by the ISDA Credit Derivatives Determinations Committee pursuant to the DC Rules.

##### *Terms relating to both Auction Settlement and Cash Settlement*

Settlement Amount:	<p>The Auction Settlement Amount or the Cash Settlement Amount (as applicable) plus the Rebate Amount.</p> <p><b>“Rebate Amount”</b> means an amount, calculated by the Calculation Agent in its sole and absolute discretion, equal to the amount by which a Fixed Amount paid by Party B exceeds the amount which would have been payable on the relevant Fixed Rate Payer Payment Date had an Event Determination Date been determined to have occurred prior to such Fixed Rate Payer Payment Date.</p>
Settlement Currency:	EUR
Auction Settlement Date(s) and Cash Settlement Date(s):	Five Business Days after the Auction Final Price or Final Price (as applicable) has been determined.
Auction Settlement Amount:	The amount equal to the greater of (a) the product of the (i) Floating Rate Payer Calculation Amount and (ii) an amount, expressed as a percentage, equal to the

Reference Price minus the Auction Final Price and (b) zero.

Cash Settlement Amount:

Following the occurrence of an Event Determination Date with respect to any Reference Entity, the Cash Settlement Amount in respect of such Reference Entity shall be the greater of (a) the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price minus the Final Price (such difference, the “**Loss Percentage**”) and (b) zero.

For the avoidance of doubt, (1) there may be more than one Cash Settlement Amount in respect of this Transaction, but, subject to the “Notice of Publicly Available Information” provisions in paragraph 3 above, only one Cash Settlement Amount with respect to each Reference Entity, except in the case of an occurrence of a Restructuring Credit Event (in respect of a Reference Entity for which M(M)R Restructuring is Applicable as set out in the ISDA Matrix) and the Credit Event Notice specifies an Exercise Amount less than the Reference Entity Notional Amount, in which case further Credit Event Notice(s) in respect of that Reference Entity may be given and there may be additional Cash Settlement Amounts in respect of such Reference Entity, but only in respect of a notional amount equal to the excess of the original Reference Entity Notional Amount for that Reference Entity over the Exercise Amount(s) for which Credit Event Notice(s) has or have been previously given, (2) where a Credit Event has occurred in relation to a Reference Entity and a Loss Percentage has been determined in respect thereof, such Loss Percentage shall always be applied in calculating the Cash Settlement Amount pursuant to the above formula whether or not a subsequent Credit Event occurs in respect of such Reference Entity, which subsequent Credit Event shall be disregarded except in case of occurrence of a Restructuring Credit Event and the Credit Event Notice(s) specifies(y) an Exercise Amount less than the Reference Entity Notional Amount, (3) if an Event Determination Date occurs in relation to two or more Reference Entities on the same Event Determination Date, the Cash Settlement Amounts in respect of such Event Determination Date shall be calculated taking into consideration the Credit Events relating to each such Reference Entity and (4) Cash Settlement Amounts may be calculated on one or more occasions after the Scheduled Termination Date in respect of any Event Determination Date falling before the expiry of the Notice Delivery Period.

Valuation Notice:

If the Calculation Agent determines that a Cash Settlement Amount greater than zero may be payable under this Transaction, then, as soon as reasonably practicable following the determination of the relevant Final Price, the Calculation Agent shall send a notice to Buyer and Seller containing the Quotations received (if applicable), the Final Price and the calculation of the Cash Settlement Amount. Failure to send such a Valuation Notice shall not affect the Seller's obligation to pay a Cash Settlement Amount under this Transaction.

*Terms relating to Cash Settlement only*

Final Price:

The price of the Valuation Obligation, expressed as a percentage, as determined by the Calculation Agent in accordance with this section entitled "*Terms relating to Cash Settlement only*".

Valuation Date:

Single Valuation Date: the Business Day selected by the Calculation Agent in its sole discretion (the "**Scheduled Valuation Date**"), following the date on which it has determined that Fallback Settlement Method will apply.

Each Full Quotation or other quotation, excluding accrued interest, expressed as a percentage of the Valuation Obligation's Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date. The Calculation Agent shall attempt to obtain Full Quotations from at least five Dealers on the Scheduled Valuation Date. If fewer than five Full Quotations are available, but at least two Full Quotations are available, the Calculation Agent shall determine the Final Price on the basis of the available Full Quotations.

If at least two Full Quotations are not available on the Scheduled Valuation Date but a Weighted Average Quotation is available, then such Weighted Average Quotation shall be used, on the Scheduled Valuation Date, to determine the Final Price. If both two Full Quotations and a Weighted Average Quotation are not available, but a single Full Quotation is available, such single Full Quotation shall be used, on the Scheduled Valuation Date, to determine the Final Price.

If a single Full Quotation is also not available, but one or more firm quotations for an amount which is equal to or less than the Minimum Quotation Amount is available, then the weighted average of such firm quotations with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained will



be used on the Scheduled Valuation Date to determine the Final Price. If one or more firm quotations for an amount equal to or less than the Minimum Quotation Amount are not available, the Quotation will be zero.

For the purposes of this Transaction, the last sentence of Section 7.4 of the Credit Derivatives Definitions shall not apply.

Valuation Time:	Any time (as selected by the Calculation Agent in its sole discretion) on the applicable Valuation Date during the hours that the Dealer customarily quotes prices for the relevant Valuation Obligation.
Dealer:	Notwithstanding anything to the contrary in the Credit Derivatives Definitions, " <b>Dealer</b> " shall mean a dealer in obligations of the type of the Valuation Obligation for which Quotations are to be obtained as selected by the Calculation Agent in its sole and absolute discretion, which may include the Calculation Agent or any one Affiliate of the Calculation Agent (including the Swap Counterparty) without the requirement of consultation with the parties, as the case may be.
Valuation Method:	<p>In respect of the relevant Reference Entity, if there is only one Valuation Obligation, Highest, or, if there is more than one Valuation Obligation, Blended Highest.</p> <p><b>"Blended Highest"</b> means the weighted arithmetic mean (calculated on the nominal amount of Reference Obligations which were quoted for) of the highest Quotations obtained by the Calculation Agent for each Valuation Obligation on the Valuation Date.</p>
Quotation Method:	Bid
Quotation Amount:	An amount selected by the Calculation Agent greater than or equal to EUR 1,000,000 subject to a maximum of 100 per cent. of the Reference Entity Notional Amount, or the equivalent in the applicable currency selected by the Calculation Agent in its sole discretion.
Quotations:	Each Full Quotation or Weighted Average Quotation, expressed as a percentage with respect to the relevant Scheduled Valuation Date. The Calculation Agent shall make its determination based on then current market practice in the market of the relevant Reference Obligation except that such Quotations shall exclude accrued but unpaid interest.
Cash Settlement Date:	A date to be determined by the Calculation Agent following the calculation of the Final Price.

Section 5.7 of the iTraxx® Standard Terms Supplement shall not apply to this Transaction.

Any Credit Event Notices shall be given by the Calculation Agent, but for the purpose of determining the Auction Final Price and the Final Price (as applicable), the Buyer shall be deemed to have delivered each Credit Event Notice under the Crossover CDS where the Calculation Agent has provided such notice (and therefore the Crossover CDS shall be treated as having been deemed triggered by Buyer) and the Buyer (as defined in the Europe CDS) (or the Calculation Agent acting on such Buyer's behalf) shall thereafter be deemed to have delivered each Credit Event Notice under the Europe CDS (and therefore the Europe CDS shall be treated as having been deemed triggered by Buyer (as defined in the Europe CDS)).

## 5 Amendments to the Credit Derivatives Definitions

The parties agree that, for purposes of this Transaction and each Component Transaction, the following amendments will be made to the Credit Derivatives Definitions:

- (a) Where, pursuant to Section 2.2(a) (*Provisions for Determining a Successor*) of the Credit Derivatives Definitions, one or more Successors have been identified in relation to any Reference Entity, each such Successor will be a Reference Entity (a **"Successor Reference Entity"**) for the purposes of this Transaction and the relevant Component Transaction (and, for the avoidance of doubt, the original Reference Entity shall cease to be a Reference Entity except where it is a Successor Reference Entity).
- (b) Section 3.15(d) (*Interpretation of Provisions*) shall be amended by deleting the words "If an Obligation or a Deliverable Obligation" from the first sentence and replacing them with "If an Obligation or the obligation specified in the Notice of Reference Obligation".
- (c) If any matter to be determined by the Calculation Agent hereunder has also been determined by the relevant ISDA Credit Derivatives Determinations Committee then the Calculation Agent may, in its sole discretion, make its determination or change any determination previously made by it so as to be consistent with the relevant determination of such ISDA Credit Derivatives Determinations Committee.
- (d) Notwithstanding Section 2.2(m) (*Successor Notice*) of the Credit Derivatives Definitions, for the purposes of the Transaction "Succession Notice" means a notice from the Calculation Agent to the Issuer and the Swap Counterparty that describes a succession in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined. Such notice must contain a description in reasonable detail of the facts relevant to such determination.
- (e) Section 1.19 (*No Event Determination Date*) shall be amended by the insertion of the words "the Notifying Party has the option, in its sole discretion, to retract a Credit Event Notice and" after the words "Subject to Section 10.2(a)(i)(III)," in the first line thereto.
- (f) **Potential Credit Event Notice**  
If the Buyer or Seller determines in its sole and absolute discretion that a Credit Event may have occurred in the period from and including the Credit Linkage Start

Date (as defined in the Conditions) to and including the Scheduled Termination Date in respect of which the Event Determination Date has not occurred or may not be determined on or before the Scheduled Maturity Date of the Notes, the Buyer or Seller undertakes to forthwith notify the other party, the Trustee and the Issuing and Paying Agent of the same.

(g) **Valuation Notice**

If the Calculation Agent determines that a Cash Settlement Amount greater than zero may be payable under the relevant Component Transaction, then as soon as reasonably practicable following the determination of the Final Price, the Calculation Agent shall send a notice to the Swap Counterparty and the Issuer that contains the Quotations received, the Final Price and the calculation of the Cash Settlement Amount. Failure to send such a Valuation Notice shall not affect the Issuer's obligation to pay a Cash Settlement Amount under such Component Transaction.

(h) **General**

All references in the Credit Derivatives Definitions to consultation between the parties shall be deemed to be deleted and any determinations to be made under the Credit Derivatives Definitions by either party in connection with the other shall be made in the sole and absolute discretion of the Calculation Agent.

## 6 Other Provisions

- (a) The parties agree and acknowledge that, notwithstanding anything to the contrary in the Credit Derivatives Definitions, the Transaction to which this Confirmation relates is in respect of more than one Reference Entity and contemplates that there may be more than one Auction Settlement Amount or Cash Settlement Amount (as the case may be) with respect to this Transaction, provided, however, that there may not be more than one Auction Settlement Amount or Cash Settlement Amount (as the case may be) in respect of any one Reference Entity except in certain circumstances following a Succession Date or in the case of a M(M)R Restructuring (if M(M)R Restructuring is Applicable) and the Credit Event Notice specifies an Exercise Amount less than the Reference Entity Notional Amount for such Reference Entity, in which case further Credit Event Notice(s) with respect to that Reference Entity may be given and there may be additional Auction Settlement Amounts or Cash Settlement Amounts (as the case may be) in respect of such Reference Entity, but only in respect of a notional amount equal to the excess of the original Reference Entity Notional Amount over the Exercise Amount(s) for which Credit Event Notice(s) has or have been previously given, and that the Credit Derivatives Definitions shall, for the purpose of this Confirmation, be interpreted accordingly.

Accordingly, "**Termination Date**" shall be construed as a reference to a Termination Date in relation to the relevant Reference Entity only and each reference to "Termination Date" shall be construed accordingly. The occasion on which the Settlement Terms with respect to a Reference Entity are satisfied shall be the "Termination Date" with respect to that Reference Entity only, provided that, following the Event Determination Date which would cause the aggregate of all Auction Settlement Amounts or Cash Settlement Amounts (as the case may be) to exceed or equal the Initial Principal Amount, the Termination Date shall be determined in accordance with Section 1.7(a) (*Termination Date*) of the Credit

Derivatives Definitions and construed as a reference to the Termination Date in relation to the entire Transaction.

- (b) For the purpose of determining any amounts payable pursuant to Section 6 (*Early Termination; Close-Out Netting*) of the Agreement in connection with an early termination of this Transaction or any Component Transaction, notwithstanding any other provision of the Agreement, all calculations and determinations that, under the Agreement, would otherwise be made by Party B shall be made by Party A.
- (c) **Additional Termination Events**
  - (i) The occurrence or designation of an Early Termination Date pursuant to the Europe CDS (such date, the “**Europe CDS Termination Date**”) shall be an Additional Termination Event in respect of this Transaction (for which purpose the Affected Party shall be Party B, except if Party A is the Defaulting Party or the sole Affected Party in relation to the termination of the Europe CDS, in which case the Affected Party hereunder shall be Party A) unless such occurrence or designation is due to the occurrence of the Auction Final Price Determination Date, Valuation Date or Termination Date (as applicable) following the occurrence of an Event Determination Date, in each case in relation to this Transaction. In such circumstances, the Europe CDS Termination Date shall be deemed to have been designated as an Early Termination Date hereunder. For the avoidance of doubt, if an event or circumstance which would otherwise constitute or give rise to this Additional Termination Event would also constitute or give rise to any other Termination Event or Event of Default, it will be treated as only giving rise to such other Termination Event or Event of Default.
  - (ii) An Additional Termination Event (for which the Affected Party shall be Party B and all Transactions shall be Affected Transactions) shall occur if at any time Party A notifies Party B that it has determined that the performance of the Swap Counterparty’s and/or its Affiliates’ obligations under the Swap Agreement, the Trust Deed or under any other Transaction Document or any arrangement made to hedge such obligations has or will become unlawful, illegal or otherwise prohibited due to a Regulatory Consequence and that, if applicable, a transfer of the Swap Agreement to an Affiliate of the Swap Counterparty will not be timely, practical or desirable for any reason, all determined in its sole and absolute discretion.
  - (iii) The occurrence of a Market Value Trigger Early Redemption Event in accordance with the Conditions shall, if Party A so elects, constitute an Additional Termination Event in respect of which this Transaction is the Affected Transaction and Party B is the sole Affected Party.
- (d) Notwithstanding Part 1, paragraph 2 (*Breach of Agreement; Repudiation of Agreement*) of the Schedule, the “Breach of Agreement” provisions of Section 5(a)(ii) of the Agreement shall not apply to Party A or Party B.
- (e) Notwithstanding Part 1, paragraph 4 (*Misrepresentation*) of the Schedule, the “Misrepresentation” provisions of Section 5(a)(iv) of the Agreement shall not apply to Party A or Party B.
- (f) Part 5, paragraph 8 (*Transfer by the Swap Counterparty to its Affiliates*) of the Schedule shall be amended by inserting the words “at its own expense and without

the need for the consent of the Issuer,” after the words “The Swap Counterparty may, at any time,” and by inserting the following at the end of the paragraph:

“Provided that the criteria set out in (i) to (iii) above are satisfied, no consent shall be required from the Issuer or the Trustee to such transfer and the Issuer and Trustee shall promptly take such action and execute all documentation as the Swap Counterparty may reasonably require to effect such transfer.”

- (g) The Calculation Agent may in good faith make such amendment to, or supplement, the terms of this Transaction following the announcement or publication by the International Swaps and Derivatives Association, Inc. of any provision, standard protocol or material relating to credit derivatives transactions which affects the Notes, this Transaction, the Europe CDS or any hedge transaction related to the Notes or the Swap Agreement entered into by Party B, Party A or any of its affiliates as the Calculation Agent determines appropriate to take into account the effect of such provision, standard protocol or material.
- (h) Without prejudice to the definition of “Close-out Amount” and payments calculated by reference to the provisions in Section 6(e), no party shall be required to pay or be liable to the other party for any consequential, indirect or punitive damages, opportunity costs or lost profits (whether arising from its negligence or breach of contracts or otherwise), save only that nothing shall exclude liability for fraud.

(i) **Notice of Credit Event Notice**

If Party A delivers a Credit Event Notice in relation to a Reference Entity to Party B, it will send copies of such notice to the Calculation Agent, Issuing and Paying Agent and Trustee.

## **7 Market Value Trigger Provisions**

- (a) **Barrier Event Notice:** If the Calculation Agent determines, in its sole and absolute discretion, that a Barrier Event has occurred, the Calculation Agent shall notify Party A and Party A shall, as soon as reasonably practicable and to the extent commercially practicable on or after the date on which such Barrier Event has occurred, use reasonable endeavours to notify Party B and the Issuing and Paying Agent of such occurrence, describing such Barrier Event and specifying the Barrier Deficit Amount.
- (b) **Additional Supplementary Collateral Notice:** If the Calculation Agent determines in its sole discretion that a Market Value Deficit Event has occurred, the Calculation Agent shall notify Party A thereof and Party A may, on or after the date on which such Market Value Deficit Event has occurred, deliver a notice (an “**Additional Supplementary Collateral Notice**”) describing such Market Value Deficit Event and specifying the Market Value Deficit Amount to Party B and the Issuing and Paying Agent in respect of the Notes (which may be given in writing, including by electronic means). Party A shall have the right but not the obligation to deliver an Additional Supplementary Collateral Notice at any time during the period from (and including) the date on which a Market Value Deficit Event occurs to (and including) the Termination Date.

## 8 Other Terms

- (a) **Non-insurance business.** Party A and Party B acknowledge and agree that this Transaction is not intended to constitute insurance business and is not a contract of insurance, assurance, suretyship or guarantee and payments may be made under this Transaction by each party independently and without proof of the economic loss (if any) of the other party.
- (b) **Third party rights.** No person shall have any right to enforce any provision of this Transaction under the Contracts (Rights of Third Parties) Act 1999.
- (c) **Rounding.** For the purposes of any calculations, determinations and valuations referred to in this Confirmation, (i) all percentages resulting from such calculations, determinations or valuations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.) and (ii) all amounts used in or resulting from such calculations, determinations or valuations will be rounded to the nearest EUR 1 (with EUR 0.5 being rounded upwards).

## 9 Licence

iTraxx® is a registered trade mark of Markit Indices Limited.

iTraxx® is a trade mark of Markit Indices Limited and has been licensed for the use by Citigroup Global Markets Limited. Markit Indices Limited does not approve, endorse or recommend Citigroup Global Markets Limited or iTraxx® derivatives products.

iTraxx® derivatives products are derived from a source considered reliable, but neither Markit Indices Limited nor any of its employees, suppliers, subcontractors and agents (together iTraxx Associates) guarantees the veracity, completeness or accuracy of iTraxx® derivatives products or other information furnished in connection with iTraxx® derivatives products. No representation, warranty or condition, express or implied, statutory or otherwise, as to condition, satisfactory quality, performance, or fitness for purpose are given or assumed by Markit Indices Limited or any of the iTraxx Associates in respect of iTraxx® derivatives products or any data included in such iTraxx® derivatives products or the use by any person or entity of iTraxx® derivatives products or that data and all those representations, warranties and conditions are excluded save to the extent that such exclusion is prohibited by law.

None of Markit Indices Limited nor any of the iTraxx Associates shall have any liability or responsibility to any person or entity for any loss, damages, costs, charges, expenses or other liabilities whether caused by the negligence of Markit Indices Limited or any of the iTraxx Associates or otherwise, arising in connection with the use of iTraxx® derivatives products or the iTraxx® indices.

## 10 Account Details

EUR Account details of Party A:	Citibank, Frankfurt CITIDEFF DE20502109000119206006 Reference: NY SWAP OPERATIONS
---------------------------------	--------------------------------------------------------------------------------------------

EUR Account details of Party B:	Correspondent Bank:	Citibank Europe Plc. Dublin
	Swift:	CITIE2X
	Beneficiary:	Citibank N.A London
	Swift:	CITIGB2L
	Account Number:	11830880
	Account Name:	Starling 2019-19 Interest acct

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

This Transaction has been arranged by Citigroup Global Markets Limited which is authorised by the Prudential Regulation Authority (the “**PRA**”) and regulated by the Financial Conduct Authority (the “**FCA**”) and the PRA. Unless specified herein, information about the time of dealing and the amount or basis of any charges shared with any third party in connection with this Transaction will be made available on request.

Your counterparty to the Transaction is Citigroup Global Markets Limited, which is authorised by the PRA and regulated by the FCA and the PRA. In the event that you have dealt with employees of an affiliate of Citigroup Global Markets Limited in placing the order for or otherwise arranging the Transaction (which is likely if you are not a UK person), then the Transaction has been introduced to you, and arranged, by such affiliate. Such affiliate does not act as agent for Citigroup Global Markets Limited, which is the principal to the Transaction with you. In the European Union, such affiliate may be Citibank, N.A., London Branch (authorised by the PRA, subject to regulation by the FCA and limited regulation by the PRA) or Citibank Europe plc (authorised and regulated by the Central Bank of Ireland).

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us by facsimile.

Yours faithfully,

**CITIGROUP GLOBAL MARKETS LIMITED** as Party A

By:

Name:

Title:



Confirmed on the date first above written:

**STARLING FINANCE PUBLIC LIMITED COMPANY** as Party B

By:

Name:

Title:

## **Schedule 2**

### **iTraxx® Crossover Series 31 Version 1 (as at the Trade Date)**

The following table is available at [www.markit.com](http://www.markit.com) and is reproduced here for information purposes only.

The following information has been accurately reproduced from information published by Markit Group Limited as of the Issue Date and, as far as the Issuer is aware and is able to ascertain from information published by this source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Reference Entity	ISIN	Reference Obligation	Coupon	Transaction Type	STIC	Weighting	CLIP
ADLER Real Estate Aktiengesellschaft	XG1731858352	06-Dec-2021	1.500%	EUROPEAN CORPORATE		1.334%	DD16AJA2
AR FRANCE - KLM	FR0011965177	19-Jun-2021	3.875%	EUROPEAN CORPORATE		1.334%	DD24AA2
ALJECO GLOBAL FINANCE PLC	XG1767052050	15-Feb-2023	6.500%	EUROPEAN CORPORATE		1.334%	GLDABPA5
Alice Fico S.A.	XG0946155693	15-Jun-2023	9.000%	EUROPEAN CORPORATE		1.334%	LL1800A3
ALTICE FRANCE	XG1028956149	15-May-2024	5.625%	EUROPEAN CORPORATE		1.334%	PF288A85
ARADACH PACKAGING FINANCE PUBLIC LIMITED COMPANY	XG1406669983	15-May-2024	6.750%	EUROPEAN CORPORATE		1.334%	GG49GQAB0
ATLANTIA S.P.A.	XG1558491055	03-Feb-2025	1.625%	EUROPEAN CORPORATE		1.334%	TT55AFY1
Bopart Finance PLC	XG1082473396	15-Jul-2021	4.375%	EUROPEAN CORPORATE		1.334%	GH07G0AA4
CABLE & WIRELESS LIMITED	XG0205054306	25-Mar-2019	8.625%	EUROPEAN CORPORATE		1.334%	GU478RA5
CASINO GUICHARD-PERRACHON	FR0011260379	13-Jan-2022	1.866%	EUROPEAN CORPORATE		1.334%	FD65ACAG1
GEORGIAFAY AD	DE000A139840	28-Oct-2021	1.375%	EUROPEAN CORPORATE		1.334%	DESD0A80
Celnex Telecom, S.A.	XG1260789933	27-Jul-2022	3.125%	EUROPEAN CORPORATE		1.334%	EG8EAYAA4
Clariant AG	CH0181721629	24-Apr-2019	3.250%	EUROPEAN CORPORATE		1.334%	H5C07AE3
OAA COM	XG1244815111	15-Jan-2021	7.750%	EUROPEAN CORPORATE		1.334%	PH222UAB8
Constellation N.V.	XG1064882316	15-May-2021	4.625%	EUROPEAN CORPORATE		1.334%	NF423BA9
Eir	XG1225112272	30-Apr-2022	3.000%	EUROPEAN CORPORATE		1.334%	PH82COLA5
FOC AQUILA S.A.	XG1627337881	08-Jun-2022	1.413%	EUROPEAN CORPORATE		1.334%	EI04GJAV5
Flat Chrysler Automobiles N.V.	US31562QAC15	15-Apr-2020	4.500%	EUROPEAN CORPORATE		1.334%	NQ48ABAC5
GAUP ENERGIA, SGPS, S.A.	PTGALL0M0004	15-Feb-2023	1.000%	EUROPEAN CORPORATE		1.334%	XA377FA0
Gartmuth Holding 2 S.A.	XG1308316568	01-Nov-2023	11.000%	EUROPEAN CORPORATE		1.334%	LP56PFA5
GKN HOLDINGS LIMITED	XG0830978259	19-Sep-2022	6.375%	EUROPEAN CORPORATE		1.334%	GA04A1AA1
GRIFOLS, S.A.	XG1598757760	01-May-2025	3.200%	EUROPEAN CORPORATE		1.334%	EU073AA1
Hagag-Lloyd Aktiengesellschaft	XG1555576641	01-Feb-2022	6.750%	EUROPEAN CORPORATE		1.334%	DG37BAAD
HELLING TELECOMUNICATIONS ORGANISATION SOCIETE ANONYME	XG1086785182	09-Jun-2020	3.500%	EUROPEAN CORPORATE		1.334%	GU667AE2
HEMA Bonds (S.B.V.)	XG1647563110	15-Jul-2022	0.000%	EUROPEAN CORPORATE		1.334%	NOCFAAA85
Iceland Bonds PLC	XG1087780146	15-Jul-2024	6.750%	EUROPEAN CORPORATE		1.333%	GBAC8AB6
NEOS Group Holdings S.A.	XG1405769990	01-Aug-2024	5.375%	EUROPEAN CORPORATE		1.333%	LO577ALAD4
International Game Technology PLC	XG1204434628	15-Feb-2023	4.750%	EUROPEAN CORPORATE		1.333%	GCCE3GAB6
Intum AG	XG1646327448	15-Jul-2024	3.125%	EUROPEAN CORPORATE		1.333%	W6507AD
J J SANBURY plc	XG1139087933	21-Nov-2019	1.250%	EUROPEAN CORPORATE		1.333%	AC06G0A5
JAGUAR LAND ROVER AUTOMOTIVE PLC	XG1025866119	15-Feb-2022	5.000%	EUROPEAN CORPORATE		1.333%	GL501UAB0
K+S Aktiengesellschaft	XG1854830889	19-Jun-2024	3.250%	EUROPEAN CORPORATE		1.333%	D0893HAB5
LEADERKES CORAL GROUP LIMITED	XG1066478014	15-Sep-2022	5.125%	EUROPEAN CORPORATE		1.333%	GU891AA2
LAKHOSSE SCA	FR0011315160	13-Apr-2023	2.750%	EUROPEAN CORPORATE		1.333%	FL070AC5
LEONARDO SOCIETA PER AZIONI	XG1627782771	07-Jun-2023	1.500%	EUROPEAN CORPORATE		1.333%	TA007FA02
Louis Dreyfus Company B.V.	XG1000918018	04-Dec-2020	4.000%	EUROPEAN CORPORATE		1.333%	N89CQAA4
LORIAN	XG1089626880	23-Jul-2022	7.000%	EUROPEAN CORPORATE		1.333%	PK06AAAB6
MARVIS AND SPENCER p.l.c.	XG1531151253	08-Dec-2023	3.000%	EUROPEAN CORPORATE		1.333%	GLDABFAD
MATALAN FINANCE PLC	XG1758324684	31-Jan-2024	9.500%	EUROPEAN CORPORATE		1.333%	SC0890AB2
Matterhorn Telecom Holding S.A.	XG1219475792	01-May-2023	4.875%	EUROPEAN CORPORATE		1.333%	LR8TE0A5
Mitsubishi Hitachi 3 S.A.	XG1074935229	15-Jan-2021	6.250%	EUROPEAN CORPORATE		1.333%	URAC6AA4
Nakco Oil	XG157727154	15-Jun-2021	1.000%	EUROPEAN CORPORATE		1.333%	XG075FA07
NOVARTIS	XG1713466322	15-Jun-2025	5.000%	EUROPEAN CORPORATE		1.333%	FL08BWA81
Ol European Group B.V.	XG1405769990	15-Nov-2024	3.125%	EUROPEAN CORPORATE		1.333%	NT074VAB8
Orano	FR0010804500	23-Sep-2024	4.875%	EUROPEAN CORPORATE		1.333%	FL0E7AA0
PELAGIOT SA	FR0011315707	14-Apr-2023	2.375%	EUROPEAN CORPORATE		1.333%	6P08GAF7
Picard Bonds (S.A.)	XG1713470764	30-Nov-2024	6.900%	EUROPEAN CORPORATE		1.333%	LECC0AA3
Pizzanesse Financing 1 PLC	XG1028948047	01-Aug-2022	8.625%	EUROPEAN CORPORATE		1.333%	GN8230A5
Premier Foods Finance PLC	XG1618620324	15-Jul-2022	0.000%	EUROPEAN CORPORATE		1.333%	GN038DA81
Public Power Corporation Finance PLC	XG1063837741	01-May-2019	5.500%	EUROPEAN CORPORATE		1.333%	GH869GAA3
REDEL	XG1716833352	15-Jun-2025	2.125%	EUROPEAN CORPORATE		1.333%	FM87ALAD2
Sapient Finance International B.V.	XG1487483516	08-Sep-2023	3.750%	EUROPEAN CORPORATE		1.333%	NO96AAAT7
Seleda Group B.V.	XG1756356371	01-Feb-2024	5.875%	EUROPEAN CORPORATE		1.333%	NUFF79AB9
SIEMENS KAPPA ACQUISITIONS UNLIMITED COMPANY	XG1074396527	01-Jun-2021	3.250%	EUROPEAN CORPORATE		1.333%	GC0ABDAB2
Stern Publishing	US048758PAC2	01-Feb-2024	7.000%	EUROPEAN CORPORATE		1.333%	WAFCDAC2
Strategic Pub. Company Financing PLC	XG1675031446	15-Mar-2023	4.875%	EUROPEAN CORPORATE		1.333%	GC059AA8
Suezucker AG	XG1524573752	29-Nov-2023	1.250%	EUROPEAN CORPORATE		1.333%	DLA7AAAB4
Suntor Communications Holdings S.A.	CH0386633237	27-Jun-2024	1.500%	EUROPEAN CORPORATE		1.333%	LT1980AC7
Syntegma AG	XG1050454682	02-Nov-2021	1.875%	EUROPEAN CORPORATE		1.333%	8P7E5AAC1
SYNLAS UNSECURED BONDOO PLC	XG1268471434	01-Jul-2023	8.250%	EUROPEAN CORPORATE		1.333%	G0EALAL3
TDC A/S	XG0752467497	02-Mar-2022	3.750%	EUROPEAN CORPORATE		1.333%	KT099AP0
TELECOM ITALIA SPA	XG1347748607	19-Jan-2024	3.625%	EUROPEAN CORPORATE		1.333%	T289EAF6
Telefonaktiebolaget L M Ericsson	US294828AA48	14-May-2022	4.125%	EUROPEAN CORPORATE		1.333%	WY78BAE0
TESCO PLC	XG0414348574	24-Feb-2022	6.125%	EUROPEAN CORPORATE		1.333%	80560CA0
THOMAS COOK GROUP PLC	XG1513108717	15-Jun-2022	6.250%	EUROPEAN CORPORATE		1.333%	G00GCBAA6
ThyssenKrupp AG	DE000A1R0410	25-Oct-2019	3.125%	EUROPEAN CORPORATE		1.333%	DLB0GAG3
TUI AG	XG1504102984	26-Oct-2021	2.125%	EUROPEAN CORPORATE		1.333%	DLCC0CAF2
Unitas (Subholding AB (publ))	XG1602515733	15-Mar-2025	5.750%	EUROPEAN CORPORATE		1.333%	WSG0CBAB0
United Group B.V.	XG1647814968	01-Jul-2022	4.375%	EUROPEAN CORPORATE		1.333%	NW152AA5
Unitmedia GmbH	US084564AB30	15-Jan-2025	6.125%	EUROPEAN CORPORATE		1.333%	DL98AA44
UPC Holding B.V.	US087410AQ33	15-Jan-2028	5.500%	EUROPEAN CORPORATE		1.333%	NW34SHAB5
VIRGIN MEDIA FINANCE PLC	XG1115233808	15-Oct-2024	6.375%	EUROPEAN CORPORATE		1.333%	GPCAFAPV7
VUE INTERNATIONAL BDOO PLC	XG0562085114	15-Jul-2020	7.875%	EUROPEAN CORPORATE		1.333%	GPCC2ZAH7
Wing The S.p.A.	XG1708450561	20-Jun-2025	3.125%	EUROPEAN CORPORATE		1.333%	90AN5BA5
Ziggo Bond Company B.V.	XG1170079443	15-Jan-2025	4.625%	EUROPEAN CORPORATE		1.333%	NW4895AC6

Nothing in the following statements shall act in any way to amend, override or otherwise prejudice the rights and obligations under any present or future license from (i) Bloomberg, (ii) TRACE LLC, (iii) World Group Limited or their respective predecessors and successors.

This annex, and the data contained herein, is the proprietary property of World Group Limited and may be used only for informational purposes in connection with the confirmation of this index track. Unless you are in possession of a valid license, you may not (i) extract the data contained in the annex, (ii) copy, sell, distribute, retransmit, or otherwise make available to any other party this annex, or the data contained herein, or (iii) use the index or the data contained herein in any other manner, including but not limited to in furtherance of trade coordination or for other internal or external business purposes. To obtain a license, please contact World Group on +44 (0)1727 734255 or [info@worldgroup.com](mailto:info@worldgroup.com). The sender and recipients of this data acknowledge and agree that no duty of care is owed to them or to any other users by any Data Provider, and that use of the data creates no lawyer-client relationship between the user and/or any other user, and any Data Provider.

"Data Provider" means those persons who developed, compiled, prepared, revised, selected and arranged the Services (including without limitation certain information sources, professional advisors and other persons or entities that have participated in any respect in the development or collection of the Services or any data or information contained therein).

NEITHER MARKET GROUP LIMITED, ITS AFFILIATES NOR ANY DATA PROVIDER OR OTHER PERSON OR ENTITY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SUBSCRIBER OR OTHERS FROM THE USE OF THIS DOCUMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF CONDITION OF QUALITY OR ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. BY USE OF THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY WARRANTY, GUARANTEE OR REPRESENTATION MADE BY MARKET GROUP LIMITED OR ANY OTHER PERSON OR ENTITY.

NEITHER MARKET GROUP LIMITED, ITS AFFILIATES NOR ANY OTHER PERSON OR ENTITY SHALL IN ANY WAY BE LIABLE TO THE USER OF THIS DOCUMENT OR ANY CLIENT OF SUCH USER FOR ANY INACCURACIES, ERRORS OR OMISSIONS, REGARDLESS OF CAUSE, IN THE INFORMATION AVAILABLE ON THIS DOCUMENT OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING THEREFROM. UNDER NO CIRCUMSTANCES WILL MARKET GROUP LIMITED BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR LOST PROFITS DAMAGES WITH RESPECT TO THE USE OF THIS DOCUMENT OR THE INFORMATION AVAILABLE HEREIN, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

## **Annex 6**

### **Description of the Issuer**

The Issuer is a public limited company incorporated as a special purpose vehicle on 9 March 2005 and registered under the Irish Companies Act 2014 (as amended). Prospective investors should read the section entitled “*Issuer Disclosure Annex 3*” of the Base Prospectus.

## **Description of the Swap Counterparty**

*The information referred to below in respect of Citigroup Global Markets Limited has been sourced from publicly available information. Such information has been accurately reproduced and, as far as the Issuer is aware and able to ascertain from information published by Citigroup Global Markets Limited, no facts have been omitted that would render the reproduced information inaccurate or misleading.*

A description of the Swap Counterparty is set out in the section of the Base Prospectus entitled “*Description of Citigroup Global Markets Limited*”.

### **Financial Statements**

Citigroup Global Markets Limited has prepared audited financial statements in respect of its financial years ending 31 December 2018 and 31 December 2017. Citigroup Global Markets Limited will prepare annually and publish audited financial statements, with explanatory notes. These financial statements will be available from its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. The auditors of the Citigroup Global Markets Limited, KPMG LLP, are regulated by the Financial Reporting Council and are members of the UK’s chartered accountants’ professional body, ICAEW, of Chartered Accountants’ Hall, Moorgate Place, London, EC2R 6EA.

### **Significant or Material Change**

There has been no significant change in the financial or trading position of Citigroup Global Markets Limited or Citigroup Global Markets Limited and its subsidiaries as a whole since 31 December 2018 (the date of its most recently published audited annual financial statements) and there has been no material adverse change in the financial position or prospects of Citigroup Global Markets Limited or Citigroup Global Markets Limited and its subsidiaries as a whole since 31 December 2018 (the date of its most recently published audited annual financial statements).

### **Litigation**

Save as disclosed in the Exhibit (entitled “*Citigroup Contingencies*”) to the section of the Base Prospectus entitled “*Description of Citigroup Global Markets Limited*”, Citigroup Global Markets Limited is not subject to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Citigroup Global Markets Limited is aware) in the twelve months preceding the date of the Base Prospectus which may have or has had a significant effect on the financial position or profitability of Citigroup Global Markets Limited and its subsidiaries as a whole.

## Subscription and Sale and Transfer Restrictions

Prospective purchasers of Notes should read the corresponding section of the Base Prospectus entitled "Subscription and Sale and Transfer Restrictions".

The final paragraph in the selling restrictions "European Economic Area" on pages 182-183 of the Base Prospectus shall be replaced with the following:

"Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (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 Regulation (EU) 2017/1129 of the European Parliament and of the Council (the "**Prospectus Regulation**"); and
- (b) the expression "offer" includes 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."

## **General Information**

- 1** From the date of these Series Listing Particulars and for so long as the Notes remain outstanding, the following documents will be available for inspection in physical format during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the office of the Issuing and Paying Agent:

  - (a) these Series Listing Particulars;
  - (b) the Supplemental Trust Deed in relation to the Notes; and
  - (c) the audited financial statements of the Issuer in respect of its financial years ending 31 December 2017 and 31 December 2016.
- 2** The issue of the Notes was authorised by a resolution of the Board of Directors of the Issuer passed on 11 October 2019.
- 3** There has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2017 (such date being the date of the Issuer's latest audited financial statements) which is material or significant.
- 4** The Issuer has not been involved in any governmental, legal, or arbitration proceedings (including such proceedings which are pending or threatened or of which the Issuer is aware during the 12 months preceding the date of these Series Listing Particulars) which may have or have had in the recent past, significant effects on the financial position or profitability of the Issuer.
- 5** The Issuer does not intend to provide any post issuance transactional information on the Notes or the Initial Collateral (as described in the Terms and Conditions above).
- 6** Arthur Cox Listing Services Limited has been appointed by the Issuer to act as its listing agent and as such is not seeking admission to the Official List and to trading of the Notes on the Global Exchange Market of Euronext Dublin on its own behalf, but as an agent on behalf of the Issuer.
- 7** References to any web or internet addresses in this document do not form part of these Series Listing Particulars for the purpose of its approval or the listing of the Notes.

**REGISTERED OFFICE OF THE ISSUER**

2 Grand Canal Square  
Grand Canal Harbour  
Dublin D02 A342  
Ireland

**TRUSTEE**

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

**REGISTRAR**

Citigroup Global Markets Europe AG  
Agency and Trust Department  
Reuterweg 16  
60323 Frankfurt  
Germany

**ISSUING AND PAYING AGENT, TRANSFER AGENT  
AND CUSTODIAN**

**Citibank, N.A., London Branch**  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**DEALER, CALCULATION AGENT, DISPOSAL  
AGENT AND SWAP COUNTERPARTY**

**Citigroup Global Markets Limited**  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**IRISH LISTING AGENT**

**Arthur Cox Listing Services Limited**  
Ten Earlsfort Terrace  
Dublin 2  
Ireland

**LEGAL ADVISERS**

*to the Issuer  
as to Irish law*

**A & L Goodbody**  
International Financial Services Centre  
North Wall Quay  
Dublin 1  
Ireland

*to the Arranger and Dealer  
as to English law*

**Linklaters LLP**  
One Silk Street  
London EC2Y 8HQ  
United Kingdom

A39975619