

Prospectus dated 30 August 2016

EIRLES TWO LIMITED
(*incorporated with limited liability in Ireland*)
(the "**Issuer**")

PROSPECTUS

Series 371 USD 50,000,000 Zero Coupon Collateralised Credit-Linked Notes due 2046 (the "Notes")
issued under the EUR 10,000,000,000 Secured Note Programme

ARRANGER
Deutsche Bank AG, London Branch (the "Arranger")

The Base Prospectus issued in relation to the EUR 10,000,000,000 Secured Note Programme (the "**Programme**") of Eirles Two Limited (the "**Issuer**") dated 2 September 2015 (the "**Base Prospectus**") (including the documents incorporated into the Base Prospectus by reference) is, subject as provided in the section entitled "*Documents Incorporated By Reference*" below, incorporated by reference in this document (this "**Prospectus**"). Full information on the Issuer and the Notes is only available on the basis of this Prospectus when read in conjunction with the Base Prospectus (as so incorporated by reference). Unless otherwise defined in this Prospectus, terms defined in the Base Prospectus have the same meaning in this Prospectus.

This Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), in its capacity as competent authority under Directive 2003/71/EC (as amended, including by Directive 2010/73/EU, the "**Prospectus Directive**"). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.

The Base Prospectus has been previously approved as a base prospectus for the purposes of the Prospectus Directive by the Central Bank in its capacity as competent authority under the Prospectus Directive. Upon approval of the Prospectus by the Central Bank, the Prospectus will be filed with the Irish Companies Registration Office in accordance with Regulation 38(1)(B) of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended).

Application has been made to The Irish Stock Exchange plc (the "**Irish Stock Exchange**") for the Notes to be admitted to trading on its regulated market and to be listed on the official list of the Irish Stock Exchange. There is no assurance that any listing will be obtained or that any listing which is obtained will be maintained for the term of the Notes or any other period. The Listing Agent appointed in respect of the Notes is Deutsche Bank AG, London Branch.

This Prospectus comprises a prospectus for the purposes of Article 5.3 of the Prospectus Directive.

Pursuant to the Trust Instrument dated the issue date of Notes (the "**Trust Instrument**"), the Notes will be secured by (amongst other things): (i) a first fixed charge in favour of Deutsche Trustee Company Limited, in its capacity as trustee (the "**Trustee**") over or in respect the Collateral (as defined in the section entitled "*Terms and Conditions*" below) to be purchased by the Issuer on the issue date of Notes; (ii) a first fixed charge in favour of the Trustee over the Issuer's rights, title and interest under each of: (a) the Swap Agreement (as defined in the section entitled "*Terms and Conditions*" below) and the agency agreement dated the issue date of Notes and entered into between the Issuer, the Trustee, Deutsche Bank AG, London Branch (in its capacity as selling agent (the "**Selling Agent**"), as custodian (the "**Custodian**"), as issuing and paying agent (the "**Agent**") and as calculation agent (the "**Calculation Agent**")) and Deutsche International Corporate Services (Ireland) Limited as paying agent (together with the Agent, the "**Paying Agents**") (the assets, rights, title and interest which are the subject of such security, together with the other security described in the Trust Instrument, the "**Mortgaged Property**"). The respective rankings and entitlements in respect of the proceeds (if any) of enforcement of such security are set out in the section entitled "*Terms and Conditions*" below.

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

The attention of investors is drawn to the section headed "*Risk Factors*" on page 6 of this Prospectus.

IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Prospectus. 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 this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Issuer is a private limited company and accordingly its Articles of Association prohibit any invitation to the public to subscribe for any shares or debentures of the Issuer. This Prospectus does not constitute an invitation to the public within the meaning of the Irish Companies Act 2014 (the "**Companies Act 2014**") to subscribe for the Notes.

The Notes constitute secured, limited recourse obligations of the Issuer and are not principal protected. Claims against the Issuer by each of the holders of the Notes, the Swap Counterparty and each other party (each, a "**Secured Party**") entitled to the benefit of the security granted in favour of the Trustee will be limited to the Mortgaged Property. If the net proceeds of the enforcement of the Mortgaged Property are not sufficient to make all payments due in respect of the Notes and due to the Swap Counterparty and each Secured Party, no other assets of the Issuer will be available to meet such shortfall and all claims of (and all debts, liabilities and obligations owing by the Issuer to) holders of the Notes, the Swap Counterparty and each Secured Party in respect of any such shortfall shall be extinguished and no such party will be able to petition for the winding-up of, or the appointment of an examiner to, the Issuer as a consequence of any such shortfall. Such a shortfall will be borne by the holders of the Notes, the Swap Counterparty and the Secured Parties as specified in the section entitled "*Terms and Conditions*" below.

The Notes are not guaranteed by the Arranger, or any of its respective affiliates and none of the Arranger nor any of its respective affiliates has or will have any obligations in respect of the Notes. The Notes will represent secured limited recourse obligations of the Issuer only.

No person is or has been authorised to give any information or to make any representations, other than those contained in this Prospectus, in connection with the issue or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer. Neither the delivery of this Prospectus nor any offering, sale or delivery made in connection herewith shall, under any circumstances, create any implication that: (i) the information herein is correct as of any time subsequent to the date hereof; (ii) there has been no change in the affairs or financial condition of the Issuer since the date hereof; or (iii) any other information supplied in connection with the Programme is accurate or complete at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Arranger disclaims any responsibility to advise Noteholders of the risks and investment considerations associated with the purchase of the Notes as they may exist at the date of this Prospectus or from time to time thereafter.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or the Arranger that any recipient of this Prospectus or any recipient of any other information supplied in connection with the Programme or the Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or the Arranger to subscribe for or to purchase any Notes.

Any investment in the Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank. The Issuer is not regulated by the Central Bank by virtue of the issue of the Notes.

This Prospectus does not constitute, and may not be used for the purposes of, an offer to sell or the solicitation of an offer to buy any Notes 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 this Prospectus in any jurisdiction where such action is required. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Arranger do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder,

or assume any responsibility for facilitating any such distribution or offering. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes.

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

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Prospectus or confirmed the accuracy or the adequacy of the information contained in this Prospectus. Any representation to the contrary is unlawful.

The Notes have not been and will not be registered under the United States Notes Act of 1933, as amended (the "Notes Act") or any state securities law. The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Notes Act ("Regulation S") and may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person (as defined in Regulation S). Each purchaser of the Notes or any beneficial interest therein will be deemed to have represented and agreed that it is outside the United States and is not a U.S. person and will not sell, pledge or otherwise transfer the Notes or any beneficial interest therein at any time within the United States or to, or for the account or benefit of, a U.S. person. The Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act, as amended, and trading in the Notes has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. The Issuer has not been and will not be registered under the United States Investment Company Act of 1940 (as amended). For a description of certain restrictions on offers and sales of Notes, see "*Transfer and Selling Restrictions*" in the Base Prospectus.

Any transfer or other disposition of any legal or beneficial ownership interest in a Note to (i) an employee benefit plan (as defined in section 3(3) of the US Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**")), whether or not subject to ERISA; (ii) a plan described in section 4975(e)(1) of the US Internal Revenue Code of 1986, as amended; or (iii) an entity whose underlying assets include plan assets by reason of a plan's investment in the entity under US Department of Labor Regulations § 2510.3-101 (29 c.f.r. § 2510.3-101) (each a "**Benefit Plan Investor**"), or to a transferee using the assets of a Benefit Plan Investor to acquire such interest or holding such interest for or on behalf of a Benefit Plan Investor, shall be deemed to be void *ab initio* and of no legal effect whatsoever. Accordingly, any purported transferee of any legal or beneficial ownership interest in a Note in such a transaction will not be entitled to any rights as a legal or beneficial owner of such interest in such Note, and the Issuer shall be entitled to cease to make any payments in respect of Notes held by such a transferee.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved.

THE NOTES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR APPROVED BY, ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE ISSUE OF THE NOTES IS OF A SPECIALIST NATURE AND THE NOTES SHOULD ONLY BE BOUGHT AND TRADED BY INVESTORS WHO ARE PARTICULARLY KNOWLEDGEABLE IN INVESTMENT MATTERS. PROSPECTIVE PURCHASERS OF NOTES SHOULD ENSURE THAT THEY UNDERSTAND THE NATURE OF THE NOTES AND THE EXTENT OF THEIR EXPOSURE TO RISKS AND THAT THEY CONSIDER THE SUITABILITY OF THE NOTES AS AN INVESTMENT IN LIGHT OF THEIR OWN CIRCUMSTANCES AND FINANCIAL CONDITION. IT IS THE RESPONSIBILITY OF PROSPECTIVE PURCHASERS TO ENSURE THAT THEY HAVE SUFFICIENT KNOWLEDGE, EXPERIENCE AND PROFESSIONAL ADVICE TO MAKE THEIR OWN LEGAL, FINANCIAL, TAX, ACCOUNTING AND OTHER BUSINESS EVALUATION OF THE MERITS AND RISKS OF INVESTING IN THE NOTES. NOTES MAY INVOLVE A HIGH DEGREE OF RISK, AND POTENTIAL INVESTORS MAY SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT IN THE NOTES. SEE THE SECTION HEADED "*RISK FACTORS*" BELOW.

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RISK FACTORS

THE PURCHASE OF NOTES INVOLVES SUBSTANTIAL RISKS AND IS SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN THE NOTES. BEFORE MAKING AN INVESTMENT DECISION, PROSPECTIVE PURCHASERS OF NOTES SHOULD: (I) CONSULT WITH THEIR OWN LEGAL, REGULATORY, TAX, FINANCIAL AND ACCOUNTING ADVISERS; AND (II) ENSURE THAT THEY UNDERSTAND THE NATURE OF THE NOTES AND THE EXTENT OF THEIR EXPOSURE TO RISKS AND THAT THEY CONSIDER CAREFULLY, IN THE LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES, FINANCIAL CONDITION AND INVESTMENT OBJECTIVES, ALL THE INFORMATION SET FORTH IN THIS PROSPECTUS (INCLUDING THE DOCUMENTS INCORPORATED HEREIN BY REFERENCE) INCLUDING, IN PARTICULAR: (I) THE CONSIDERATIONS SET FORTH BELOW AND (II) THE RISKS SET OUT IN THE SECTIONS ENTITLED "RISK FACTORS" AND "INVESTOR SUITABILITY" IN THE BASE PROSPECTUS. PROSPECTIVE INVESTORS SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM NECESSARY WITHOUT RELYING ON THE ISSUER OR THE ARRANGER.

AN INVESTMENT IN THE NOTES MAY ENTAIL SIGNIFICANT RISKS NOT ASSOCIATED WITH INVESTMENTS IN A CONVENTIONAL DEBT SECURITY. THE AMOUNT PAID (OR THE ASSETS DELIVERED) BY THE ISSUER ON REDEMPTION OF THE NOTES MAY BE LESS THAN (OR MAY HAVE A VALUE LESS THAN) THE PRINCIPAL AMOUNT OF THE NOTES AND IN CERTAIN CIRCUMSTANCES MAY BE (OR MAY HAVE A VALUE OF) ZERO.

THE NOTES INVOLVE A HIGH DEGREE OF RISK AND POTENTIAL INVESTORS SHOULD BE PREPARED TO SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT.

Terms used in this section and not otherwise defined shall have the meanings given to them in "*Terms and Conditions of the Notes*".

Investment in the Notes is only suitable for sophisticated investors who:

- (1) have the requisite knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate all of the information contained in the Base Prospectus and this Prospectus (including without limitation the terms and conditions of the Notes) and the merits and risks of an investment in the Issuer in the context of such investors' financial position and circumstances;
- (2) are capable of bearing the economic risk of an investment in the Issuer for an indefinite period of time;
- (3) recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all; and
- (4) are banks, investment banks, pension funds, insurance companies, securities firms, investment institutions, central governments, large international or supranational organisations or other entities that are active on a regular and professional basis in the financial markets for their own account.

Purchasers of Notes should conduct such independent investigation and analysis regarding the Issuer, the Collateral (as it may change from time to time) and the obligor(s) in respect thereof, the security arrangements, the Notes, the Swap Counterparty and all other relevant persons and market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes.

Further, each prospective purchaser of Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes (i) is fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives

and condition, (ii) complies and is fully consistent with all investment policies, guidelines, regulatory requirements 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. None of the Issuer, the Arranger, the Swap Counterparty or any other person has or will make any representation or statement as to the suitability of the Notes for investors. Investors should obtain all required independent professional advice before purchasing the Notes.

Investors should further note that if the net proceeds of the realisation of the security created pursuant to the Trust Instrument are not sufficient to make all payments due in respect of the Notes and for the Issuer to meet its obligations in respect of the termination of the Swap Agreement then the obligations of the Issuer in respect of the Notes and the Swap Agreement will be limited to such net proceeds, and the other assets of the Issuer will not be available for payment of any such shortfall which shall be borne by the Noteholders and the Swap Counterparty according to the priorities specified in the Trust Instrument.

The Notes are secured, limited recourse obligations of the Issuer, ranking *pari passu* without any preference among themselves and secured in the manner described in the Terms of the Notes. Recourse in respect of the Notes will be limited to the Mortgaged Property relating to the Notes. Claims of (and debts, liabilities and obligations owing by the Issuer to) Noteholders in respect of the Notes and any other persons entitled to the benefit of the security for the Notes shall rank in accordance with the priorities specified in the Trust Instrument and in this Prospectus.

The Issuer believes that the factors described below represent the material risks inherent in investing in Notes, but a decline in the value of, or the payments due under, the Notes and/or the inability of the Issuer to pay amounts on or in connection with any Notes may occur for other reasons. The Issuer does not represent that the statements below regarding the risks of holding Notes are exhaustive. This Prospectus and the Base Prospectus do not describe all of the risks and investment considerations associated with the purchase of the Notes and are provided as general information only.

Special purpose vehicle

The Issuer is a special purpose vehicle whose sole business is the raising of money by issuing notes and entering into loans for the purposes of purchasing assets and entering into related derivatives and other contracts.

No principal protection

The Notes are not principal protected and future returns are not guaranteed. Accordingly, a Noteholder may lose a substantial amount or potentially all of its investment in the Notes.

Limited Recourse Obligations

The Notes represent limited recourse debt obligations of the Issuer. The Notes are payable solely from the realisation of the security created pursuant to the Trust Instrument. None of the Trustee, the Swap Counterparty or any of their affiliates or any other person or entity will be obliged to make payments in respect of the Notes. Consequently, the holders of the Notes must rely solely on distributions from the Swap Agreement and the Collateral charged to secure the Notes for the payment of principal and interest. If payments by the Swap Counterparty and/or secured property are insufficient to make payments on the Notes, no other assets (including, in particular, assets of the Issuer securing other loans or series of notes) will be available for payment of the shortfall and, following realisation of the Mortgaged Property charged to secure the Notes, none of the Issuer, the Swap Counterparty, the Trustee or any of their affiliates nor any other person shall be obliged to pay any such shortfall and all outstanding claims (and all outstanding debts, liabilities and obligations owing by the Issuer) in respect of such shortfall shall be extinguished. The Trustee, the Noteholders, the Swap Counterparty and the other secured creditors shall have no further claim against the Issuer in respect of such unpaid amounts.

Priority of Claims

The Trustee is obliged pursuant to the terms of the Trust Instrument in relation to the Notes to apply all moneys received by it in connection with the realisation or enforcement of the security constituted by or pursuant to the Trust

Instrument in accordance with "Counterparty Priority" (as defined in the Conditions). In such circumstances, the Trustee will apply moneys received by it to pay any amounts owed to it under the Trust Instrument and/or to the Custodian and the Paying Agents under the Agency Agreement and/or to the Swap Counterparty under the Swap Agreement (as applicable) before paying amounts owing to Noteholders under the Notes. There may be insufficient moneys left from the realisation or enforcement of the security, following such payments to pay amounts owing to Noteholders in full or at all.

Noteholders' rights in respect of the proceeds of realisation or enforcement of the security constituted by or pursuant to the Trust Instrument will be subordinated to all higher ranking claims. In particular, the Swap Counterparty will rank ahead of the Noteholders in all circumstances (including without limitation in circumstances where the Swap Counterparty is in default under the Swap Agreement). Amendments have been made to (amongst other things) Condition 4.4(A) of the Notes in this regard.

Collateral Risk

The holders of the Notes are exposed to the performance of the Collateral (as it may change from time to time), and will be exposed to the creditworthiness of the United States Government (and/or, where applicable following a relevant substitution, National Australia Bank Limited). If the Notes are redeemed prior to the Maturity Date (which may occur for multiple different reasons, including a default in respect of the Collateral), the Noteholders are exposed to the risk that the market value of the Collateral may have reduced (potentially to zero) or that the creditworthiness of the United States Government (and/or, where applicable following a relevant substitution, National Australia Bank Limited) may have deteriorated. In such circumstances, the redemption value of the Notes will, in whole or in part, be based on, or linked to, the market value of the relevant Collateral at the time (which may be significantly less than the original investment of the Noteholders and may be zero). Accordingly, the Noteholders could lose all or substantially all of their original investment.

No investigation, due diligence or other enquiries have been made by the Issuer, the Arranger or any other person in respect of the Collateral. No representations, warranties or undertakings whatsoever have been or will be made by the Issuer or any other person in respect of the Collateral.

Replacement and Substitution of Notes Collateral

Pursuant to Condition 4.5(A), a holder of 100% of the aggregate outstanding principal amount of the Notes may, by delivering a valid Eligible Security Consent Notice, designate that any unsubordinated, USD-denominated negotiable debt obligations of National Australia Bank Limited having a maturity date that is no later than the Scheduled Maturity Date of the Notes and which are cleared through Euroclear and/or Clearstream, Luxembourg may also constitute Eligible Securities. Following any such designation, the Issuer shall, if so directed by the Swap Counterparty, procure that any securities or other assets for the time being comprising all or part of the Notes Collateral be replaced by Eligible Securities specified in a Replacement Notice (which shall thereafter comprise all or part of the Notes Collateral). It is solely the decision of a holder of 100% of the aggregate outstanding principal amount of the Notes as to whether or not to deliver an Eligible Security Consent Notice. None of the Issuer, the Swap Counterparty, the Trustee, the Paying Agents, the Custodian and/or the Calculation Agent will act as a fiduciary for or an advisor to a Noteholder in connection with an Eligible Security Consent Notice, and the Noteholder alone will be responsible for any consequences of delivering an Eligible Security Consent Notice.

Pursuant to Condition 4.5(B) and the Asset Swap Confirmation, in the event that any assets comprising the Notes Collateral mature prior to the Maturity Date of the Notes, an amount equal to the redemption proceeds may, if so directed by the Swap Counterparty, be used to purchase substitute assets that will thereafter comprise all or part of the Notes Collateral.

The risks of any Replacement Collateral and Substitute Collateral (as applicable) may be greater than the risks related to the assets comprising the original Notes Collateral. Such risks include that the Replacement Collateral and Substitute Collateral (as applicable) may have a higher risk of default (howsoever described), lower liquidity and a lower market value when compared to the assets comprising the original Notes Collateral.

Payment of Collateral redemption proceeds to the Swap Counterparty

Pursuant to the Asset Swap Confirmation, in the event that any assets comprising the Notes Collateral mature prior to the Maturity Date of the Notes, the Issuer will be required to pay to the Swap Counterparty an amount equal to the redemption proceeds in respect of such Collateral. Neither the Issuer nor the Noteholders will have any beneficial or proprietary interest in such proceeds from the time of such payment.

Credit Risk

The ability of the Issuer to meet its obligations under the Notes will be dependent upon the payment of all sums due from the Swap Counterparty under the Swap Agreement and the obligor in respect of the Collateral, upon the Paying Agents and the Custodian making the relevant payments when received and upon all parties to the transaction documents (other than the Issuer) performing their respective obligations thereunder. Accordingly, Noteholders are exposed, inter alia, to the creditworthiness of such parties.

Swap Agreement

The Issuer or the Swap Counterparty may terminate the Swap Agreement in certain circumstances specified therein. If the Notes become due for redemption prior to their scheduled maturity, the Swap Agreement will be terminated. In addition, a termination of the Swap Agreement will result in mandatory redemption of the Notes. In the event that the Swap Agreement is terminated (other than in circumstances where the Swap Counterparty is the sole Defaulting Party), the Issuer may be required to pay and/or deliver amounts in respect of the Collateral to the Swap Counterparty. In return, the Swap Counterparty may be required to pay amounts to the Issuer calculated on the basis of the amounts payable by the Issuer to the Noteholders. Any payments and/or deliveries due from the Issuer to the Swap Counterparty will be made before any payments are made on the Notes and will reduce the amounts and assets available to make payments to Noteholders. In addition, the Swap Counterparty may be permitted to deduct from the amounts it pays to the Issuer certain amounts in respect of costs and losses incurred by it as a result of any mandatory redemption of the Notes. Any such deduction may reduce the amounts available to make payments or deliveries to the Noteholders and may result in the Noteholders receiving less than was anticipated.

Credit-linked Notes

The Notes are credit-linked to the performance of the Reference Entity (being National Australia Bank Limited) and obligations of the Reference Entity, and are therefore subject to the credit risk of the Reference Entity as well as the Issuer and the Swap Counterparty. Accordingly, the amount payable by the Issuer will be dependent on (amongst other things) whether a Credit Event (as defined in the Credit Default Swap) in respect of the Reference Entity has occurred, and Noteholders will be exposed to changes in the actual or perceived credit risk of the Reference Entity. In certain circumstances the amount paid to Noteholders on redemption may be less than their original investment and may in certain circumstances be zero. A Noteholder may lose the entire amount of its investment.

The Reference Entity may be replaced by one or more Successor(s) (as defined in the Credit Default Swap). Any Successor could have a different, and worse, credit rating or actual or perceived creditworthiness than the predecessor Reference Entity, in which case the market value of the Notes could be adversely affected and the amount (if any) payable to Noteholders following the occurrence of a Credit Event Redemption Event or otherwise on an early redemption of the Notes could be reduced. If a Reference Entity is replaced by more than one Successor, the riskiness of the Notes may be increased because investors will be exposed to the credit risk of a larger number of Reference Entities.

No investigation, due diligence or other enquiries have been made by the Issuer, the Arranger or any other person in respect of the Reference Entity (including its existing or future creditworthiness) or any obligations of the Reference Entity. No representations, warranties or undertakings whatsoever have been or will be made by the Issuer or any other person in respect of the Reference Entity (including its existing or future creditworthiness), or any obligations of the Reference Entity. Prospective investors in the Notes should make their own evaluations with regards to the creditworthiness of the Reference Entity, and the likelihood of the occurrence of a Credit Event (as defined in the Credit Default Swap).

Potential Deferral of the Maturity Date

If on the Scheduled Maturity Date (1) an Event Determination Date under the Credit Default Swap has not occurred but, in the opinion of the Calculation Agent a Credit Event under the Credit Default Swap may have occurred or (2) an Early Redemption Event may have occurred, the Calculation Agent may postpone the Maturity Date to the date which is two Business Days after the "Maturity Cut-Off Date" (being the day which is ninety calendar days after the Scheduled Maturity Date, or if such day is not a Business Day, the immediately following Business Day) and where:

- (i) an Early Redemption Event has not occurred on or prior to the Maturity Cut-Off Date, the Notes will be redeemed on the postponed Maturity Date in accordance with sub-paragraph (A) of paragraph 13 (*Redemption*) of the Terms, provided that no amount in respect of interest nor any additional or other amount shall be payable in respect of such delay; or
- (ii) an Early Redemption Event has occurred on or prior to the Maturity Cut-Off Date, the Notes will be redeemed in accordance with paragraph 23 (*Mandatory Redemption*) of the Terms.

Early Redemption of the Notes

The Notes may be redeemed as a result of the occurrence of an Early Redemption Event (as defined in Paragraph 32 of the Terms of the Notes). In such circumstances, the amount paid (or the assets delivered) by the Issuer on redemption of the Notes may be less than (or may have a value less than) the Principal Amount of the Notes and in certain circumstances may be (or may have a value of) zero. The Early Redemption Amount or, as applicable, the Early Redemption Entitlement will take into account the Unwind Costs or the Credit Event Unwind Costs (as applicable). Such costs may represent a considerable portion of (or exceed) the Principal Amount of the Notes and/or the value of the Collateral, so investors may receive less than their initial investment in the Notes and in certain circumstances may receive nothing.

Physical Settlement

In certain circumstances following the occurrence of an Early Redemption Event, each Note will be redeemed by delivery of its Early Redemption Entitlement rather than by payment of any early redemption amount. Physical settlement is likely to involve a longer settlement timeline than cash settlement and may incur additional fees, expenses and taxes (which will be borne by the Noteholders). If for any reason delivery of all or some of the Early Redemption Event cannot be effected, settlement may be delayed and the obligation to deliver such assets may be replaced by an obligation to pay a cash amount (determined in accordance with the Conditions), which may be significantly less than the Principal Amount of the Notes and may even be zero.

Upon delivery (which will be at the risk of the Noteholders) by the Issuer of the relevant Early Redemption Entitlement, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The actual value of any such asset may be less than any early redemption amount that would otherwise have been paid in cash, and the relevant Noteholder will bear all the risks associated with holding, transferring, selling and recovering the value of the relevant assets from the date of delivery. The Issuer is not liable for any market risks, liquidity risks or further credit risks that any such holding, transfer, sale or recovery may entail. Noteholders should be prepared to hold the Early Redemption Entitlement until maturity, as Noteholders may not be able to liquidate or sell some or all of the Early Redemption Entitlement. There may not be a liquid secondary market for the Early Redemption Entitlement at any time.

Trustee Fees and Expenses

The Trustee has a right to recover from the Mortgaged Property all liabilities and expenses properly incurred by it including, without limitation, fees and extraordinary or unanticipated expenses and it shall be entitled to be indemnified out of the Mortgaged Property in respect of the execution of any of its powers, authorities or discretions. In the event that the Trustee exercises this right, in respect of any such liabilities or expenses which are not otherwise met, this will result in a reduction of the amounts (if any) available for distribution to the holders of the Notes.

Where the security constituted by or created pursuant to the Trust Instrument over the Mortgaged Property becomes enforceable the Trustee shall not be obliged to act on the direction of the holders of the requisite percentage of outstanding Notes unless it has been indemnified and/or secured and/or prefunded to its satisfaction against any loss, liability cost, claim, action, demand or expense which may be incurred or made against it.

Custodian and Trustee

The Collateral will be held by the Custodian. The Custodian will receive payments on the Collateral and the Swap Agreement. The Paying Agent will remit payments to the Noteholders and Swap Counterparty in discharge of the Issuer's obligations under the Notes and Swap Agreement. In the event that the Custodian is bankrupt or does not otherwise perform its obligations, the Noteholders may not receive payments when expected and may experience considerable delays in the realisation of their investment. In the event that the Noteholders require the Trustee to enforce the security, the Noteholders should be aware that the Trustee may not take any such action until it is indemnified and/or secured and/or prefunded to its satisfaction. This may involve the Noteholders providing an indemnity and may cause delays in the redemption of the Notes during which time the market price of the Collateral may decrease and this may reduce the amount of any payment that is made to the Noteholders.

Swap Counterparty Early Termination Option and Issuer Call

Provided certain conditions are satisfied, the Swap Counterparty may, by giving notice to the Issuer, terminate the Asset Swap and the Credit Default Swap with effect from any Call Date. Subject as provided in the Swap Agreement, if the Swap Counterparty so elects to terminate the Asset Swap and the Credit Default Swap, then, on the relevant Call Date, the Issuer shall be required to deliver all of the Collateral to the Swap Counterparty and redeem each Note in whole by payment of its pro rata share of the Call Accreted Amount as of that Call Date.

The Swap Counterparty's ability to trigger an early redemption of the Notes on any Call Date may reduce the value of the Notes and may result in the Noteholders receiving significantly less than they otherwise might have in the absence of any such early redemption.

Noteholder Put

Provided certain conditions are satisfied, a holder of 100% of the aggregate outstanding principal amount of the Notes (a "**Sole Noteholder**") may, provided that it complies with the Terms, elect for the Notes to be redeemed on the relevant Put Date by:

- (a) Delivery of all of the Notes Collateral at such time to the Sole Noteholder; and
- (b) novation of the Swap Agreement (after its amendment as referred to in the Terms), at the cost of the Sole Noteholder, from the Issuer to the Sole Noteholder,

In order for such an election to take effect, amongst other things, the Swap Counterparty and the Issuer must agree to the terms of the novation (and any amendments to the Swap Agreement). The Swap Counterparty and the Issuer will have no obligation to so agree and if the Swap Counterparty and the Issuer do not agree to such terms within 10 Business Days after delivery of the Sole Noteholder Put Notice, the purported election by the Noteholder will be deemed to be ineffective in its entirety. As a result, if the Swap Counterparty and the Issuer do not agree the terms of the novation (and any amendments to the Swap Agreement) by the applicable deadline (and in the absence of any other intervening events or circumstances), the Notes will remain outstanding and unamended.

Credit ratings do not reflect all risks

The Notes were assigned a rating of "A+sf" on the Issue Date, as provided by Fitch Ratings Japan Limited ("**Fitch**"). There can be no assurance that any such rating will be maintained for the term of the Notes.

Fitch Ratings Japan Limited is not established in the European Union ("**EU**") and is not registered under Regulation 1060/2009 of the European Parliament and of the Council of 16 September on credit rating agencies, as amended (the "**CRA Regulation**") but its ratings in respect of the Notes have been endorsed by Fitch Ratings Limited in accordance

with the CRA Regulation. Fitch Ratings Limited is established in the European Union and registered under the CRA Regulation. As such, Fitch Ratings Limited is included in the list of credit rating agencies published by ESMA on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

Credit ratings represent the relevant rating agency's opinions regarding credit quality and are not a guarantee of quality. Rating agencies attempt to evaluate the safety of principal and/or interest payments and do not evaluate the risks of fluctuations in market value. Accordingly, any credit rating in respect of the Notes may not fully reflect the true risks of the Notes. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events, so that the credit quality of the Notes may be better or worse than a rating indicates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Any rating of the Notes may be reduced, withdrawn or qualified at any time by the applicable rating agency. If any rating of the Notes is reduced, withdrawn or qualified, it could adversely affect the liquidity or the market value of such Notes.

No Secondary Market

Currently no secondary market exists for the Notes. The Arranger is not under any obligation to make a market in the Notes and it is highly unlikely that any secondary market for the Notes will develop. In the unlikely event that a secondary market in the Notes does develop, there can be no assurance that it will provide the Noteholders with liquidity of investment or that it will continue for the life of the Notes. Accordingly, the purchase of the Notes is suitable only for investors who can bear the risks associated with a lack of liquidity in the Notes and the financial and other risks associated with an investment in the Notes. Investors must be prepared to hold the Notes until maturity.

In addition, the Notes are subject to significant transfer restrictions as described under "Subscription and Sale and Transfer Restrictions" in the Base Prospectus which further limit the liquidity of the Notes.

Potential Conflicts of Interest

Deutsche Bank AG, London Branch may have placed, underwritten or may hold long and/or short positions in the assets comprising the Collateral from time to time. Furthermore, Deutsche Bank AG, London Branch may have provided certain investment banking, commercial banking or other services to other parties in respect of the issuer of the Collateral.

Deutsche Bank AG, London Branch is the Swap Counterparty, the Calculation Agent, the Agent, the Custodian, and the Purchaser with respect to the Notes. Certain of these roles provide such entity with discretionary powers, which may have a material impact on the value and performance of the Notes. Such discretions may create conflicts of interest due to the capacities in which such entities are acting and these discretions may be exercised (or not be exercised) in a way that could adversely affect the holders of the Notes.

Market Risk

The Notes may be volatile instruments and subject to considerable fluctuations in value and other risks inherent in investing in securities and/or derivatives. The value of a Note may rapidly decrease or increase due to numerous factors, including, but not limited to, systemic risks, variations in the frequency and magnitude of changes in interest rates, inflation outlook and the price/level of the assets comprising the Collateral.

Basis Selection

Investors in the Notes may be exposed to a variation in the proportion which the principal amount of the Collateral bears to the principal amount of the Notes, depending on the Basis Selection elected by the Issuer on any issue of Further Notes (as described in Condition 15 of the Notes).

Taxation

The Noteholders will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may

be applicable to any payment to it in respect of the Notes. The Issuer will not pay any additional amounts to any Noteholders to compensate or reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes by the Issuer or any Paying Agents, although the imposition of such tax, assessment, or charge may in some circumstances lead to an early redemption of the Notes.

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

Anti-Tax Avoidance Directive

The Council of the European Union (the "**Council**") agreed the Anti-Tax Avoidance Directive (the "**ATAD**") on 21 June 2016. The ATAD will be submitted to a forthcoming Council meeting for adoption and following adoption must be implemented by all European Union Member States. When implemented, it is possible that the ATAD may affect the tax treatment of the Issuer and/or the Notes. However, in the absence of implementing legislation, the possible implications of the ATAD are unascertainable.

Preferred Creditors under Irish Law and Floating Charges

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders and other Secured Parties, the Noteholders (and other Secured Parties) may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular, under Irish law, upon an insolvency of an Irish company, such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the relevant Irish courts. (See "*Examinership*" below).

The holder of a fixed security over the book debts of an Irish tax resident company (which would include the Issuer) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company.

Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 days of its creation, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

In relation to the disposal of assets of any Irish tax resident company which are subject to security, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the company on a disposal of those assets on exercise of the security.

The essence of a fixed charge is that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security in the sense of disposing of such assets or expending or appropriating the moneys or claims constituting such assets and accordingly, if and to the extent that such liberty is given to the Issuer any charge constituted by the Trust Instrument may operate as a floating, rather than a fixed charge.

In particular, the Irish courts have held that in order to create a fixed charge on receivables it is necessary to oblige the chargor to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the chargor from withdrawing or otherwise dealing with the monies standing to the credit of such account without the consent of the chargee.

Depending upon the level of control actually exercised by the chargor, there is therefore a possibility that the fixed security over the relevant charged assets would be regarded by the Irish courts as a floating charge.

Floating charges have certain weaknesses, including the following:

- (a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;
- (b) as discussed above, they rank after certain preferential creditors, such as claims of employees and certain taxes on winding-up;
- (c) they rank after certain insolvency remuneration expenses and liabilities;
- (d) the examiner of a company has certain rights to deal with the property covered by the floating charge; and
- (e) they rank after fixed charges.

Centre of Main Interests

The Issuer has its registered office in Ireland. As a result there is a rebuttable presumption that its centre of main interest ("COMI") is in Ireland and consequently that any main insolvency proceedings applicable to it would be governed by Irish law. In the decision by the Court of Justice of the European Union ("CJEU") in relation to Eurofood IFSC Limited, the CJEU restated the presumption in Council Regulation (EC) No. 1346/2000 of 29 May 2000 on Insolvency Proceedings, that the place of a company's registered office is presumed to be the company's COMI and stated that the presumption can only be rebutted if "factors which are both objective and ascertainable by third parties enable it to be established that an actual situation exists which is different from that which locating it at the registered office is deemed to reflect". As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut this presumption, although this would ultimately be a matter for the relevant court to decide, based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI is not located in Ireland, and is held to be in a different jurisdiction within the European Union, main insolvency proceedings may not be opened in Ireland.

Examinership

Examinership is a court procedure available under the Companies Act 2014 to facilitate the survival of Irish companies in financial difficulties. Where a company, which has its COMI in Ireland is, or is likely to be unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Companies Act 2014.

The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

During the period of protection, the examiner will formulate proposals for a compromise or scheme of arrangement to assist the survival of the company or the whole or any part of its undertaking as a going concern. A scheme of arrangement may be approved by the relevant Irish court when at least one class of creditors has voted in favour of the

proposals and the relevant Irish court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Issuer, if the Trustee represented the majority in number and value of claims within the secured creditor class, the Trustee would be in a position to reject any proposal not in favour of the Noteholders. The Trustee would also be entitled to argue at the relevant Irish court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Noteholders, especially if such proposals included a writing down to the value of amounts due by the Issuer to the Noteholders.

The fact that the Issuer is a special purpose vehicle and that all of its liabilities should be of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer.

However, if, for any reason, an examiner were appointed while any amounts due by the Issuer under the Notes were unpaid, the primary risks to the Noteholders are as follows:

- (a) the potential for a compromise or scheme of arrangement being approved involving the writing down or rescheduling of the debt due by the Issuer to the Noteholders as secured by the Trust Instrument;
- (b) the Trustee, acting for and on behalf of the Secured Parties, would not be able to enforce rights against the Issuer during the period of examinership;
- (c) the potential for the examiner to seek to set aside any negative pledge in the Notes prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
- (d) in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish court) will take priority over the monies and liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the Secured Parties under the Notes or the transaction documents.

THE CONSIDERATIONS SET OUT ABOVE ARE NOT, AND ARE NOT INTENDED TO BE, A COMPREHENSIVE LIST OF ALL CONSIDERATIONS RELEVANT TO A DECISION TO PURCHASE OR HOLD ANY NOTES. THE ATTENTION OF INVESTORS IS ALSO DRAWN TO THE SECTIONS HEADED "INVESTOR SUITABILITY" AND "RISK FACTORS" IN THE BASE PROSPECTUS.

DOCUMENTS INCORPORATED BY REFERENCE

Subject as provided below, the following document, which has previously been filed with the Irish Stock Exchange and the Central Bank of Ireland, is incorporated by reference in, and forms part of, this Prospectus:

- the Base Prospectus (which is published on the website of the ISE at http://www.ise.ie/debt_documents/Base%20Prospectus_da20f385-9ef0-47d0-8cc1-14a6bfb1d3d6.PDF).

This Prospectus shall be read and construed on the basis that such document is incorporated into and forms part of this Prospectus, save that any statement contained in such document shall be deemed to be modified or superseded for the purposes of this Prospectus to the extent that any 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 this Prospectus.

For the avoidance of doubt, the content of any website referred to in this Prospectus does not form part of this Prospectus.

The audited financial statements of the Issuer in respect of the financial year ending on 31 December 2014 are available at the following website: http://www.rns-pdf.londonstockexchange.com/rns/9273L_-2015-4-30.pdf

The audited financial statements of the Issuer in respect of the financial year ending on 31 December 2015 are available at the following website: http://www.rns-pdf.londonstockexchange.com/rns/8983W_-2016-4-29.pdf

TERMS AND CONDITIONS OF THE NOTES

The Terms and Conditions of the Notes shall consist of the terms and conditions (the "**Conditions**") set out on pages 39 to 86 of the Base Prospectus, as incorporated by reference into this Prospectus and as amended and/or supplemented by the terms set out below. Capitalised terms used and not otherwise defined below shall have the meanings specified in the Conditions.

The following "Terms" shall complete, modify, supplement and amend the Conditions which shall apply to the Notes as so completed, modified, supplemented and amended. References in the Terms to "paragraphs" and "sub-paragraphs" are to the paragraphs and sub-paragraphs of the Terms, unless the context requires otherwise.

1. Issuer: Eirles Two Limited
2. Arranger: Deutsche Bank AG, London Branch acting through its office at Winchester House, 1 Great Winchester Street, London EC2N 2DB.
3. Series No: 371.
4. Relevant Currency: United States Dollars ("**USD**").
5. Principal Amount: USD50,000,000 as may be reduced from time to time in accordance with the Conditions of the Notes.
6. Form of the Notes: Bearer.
7. Status: Secured and limited recourse obligations of the Issuer, secured as provided below.
8. Denomination: USD5,000,000.
9. Issue Price: 100 per cent.
10. Issue Date: 16 August 2016.
Trade Date: 5 August 2016.
11. Maturity Date: Subject as provided in these Terms and the Conditions, 15 August 2046 (the "**Scheduled Maturity Date**")

Maturity Date Postponement: If on the Scheduled Maturity Date (1) an Event Determination Date under the Credit Default Swap has not occurred but, in the opinion of the Calculation Agent (acting in its sole and absolute discretion, and in a commercially reasonable manner), a Credit Event under the Credit Default Swap may have occurred or (2) an Early Redemption Event may have occurred, the Calculation Agent may postpone the Maturity Date to the date which is two Business Days after the "**Maturity Cut-Off Date**" (being the day which is ninety calendar days after the Scheduled Maturity Date, or if such day is not a Business Day, the immediately following Business Day) and where:
 - (i) an Early Redemption Event has not occurred on or prior to the Maturity Cut-Off Date, the Notes will be redeemed on the postponed Maturity Date in accordance with sub-paragraph (A) of paragraph 13 (*Redemption*), provided that no amount in respect of interest nor any additional or other amount shall be payable in respect of such delay; or

- (ii) an Early Redemption Event has occurred on or prior to the Maturity Cut-Off Date, the Notes will be redeemed in accordance with paragraph 23 (*Mandatory Redemption*).

The Calculation Agent shall give notice of any such postponement to the Issuer and the Issuer (or an agent acting on the Issuer's behalf) shall thereafter as soon as reasonably practicable give notice of such postponement to the Noteholders, the Trustee, the Swap Counterparty, the Paying Agents, the Clearing Systems and, for so long as the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange require, to the Irish Stock Exchange.

12. Interest:

Zero Coupon. No interest or coupon amount shall be paid on or in respect of the Notes.

Condition 7.4 (*Interest Rate on Zero Coupon Notes*) will be deleted and replaced with the following:

"Condition 7.4 Interest Rate on Zero Coupon Notes

As from the Maturity Date, the Interest Rate for any overdue principal in respect of the Notes will be zero (and no amounts in respect of interest on any overdue amounts will therefore be payable)."

Business Days:

London, New York, Singapore and Sydney.

Calculation Agent:

The Calculation Agent shall be Deutsche Bank AG, London Branch in such capacity.

In making determinations in respect of the Notes, the Calculation Agent shall act in good faith and in a commercially reasonable manner.

13. Redemption:

- (A) Subject as set forth elsewhere in these Terms and Conditions in relation to: (i) mandatory redemption of the Notes pursuant to Condition 8.2 (*Mandatory Redemption*), Condition 8.4 (*Redemption at option of the Issuer for Regulatory Redemption Event*) or Condition 8.5 (*Redemption for taxation and other reasons*) (each as amended by the Terms); (ii) the Issuer's right to redeem the Notes pursuant to Condition 8.9 (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) (as amended by the Special Conditions), and (iii) the Sole Noteholder's right to redeem the Notes pursuant to Condition 8.10 (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*) (as amended by the Special Conditions), the Redemption Amount for each Note on the Maturity Date shall be such Note's pro rata share of the Notes Accreted Amount as of the Maturity Date.

In respect of each Note, if the aggregate of the Redemption Amount together with any other amounts paid in respect of such Note exceeds the par value of such Note, payment of any such excess shall constitute a payment of interest in respect of such Note.

Payment by the Issuer of the Redemption Amount on the Maturity Date will be in full and final settlement of all claims accruing at any time in respect of the relevant Note, whether before or after such date.

- (B) Conditions 8.6 (*Adverse Tax Event following delivery of Collateral to Swap Counterparty under Credit Support Annex*), 8.8 (*Early Redemption of Zero Coupon Notes*) and 8.11

(*Redemption by Instalments*) shall not apply to the Notes.

Condition 13.1 (*Meetings of Noteholders*) shall be amended by deleting the words "or, in the case of Zero Coupon Notes, to vary the method of calculating the Amortised Face Amount,"

(C) Condition 8.9 (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) and Condition 8.10 (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*) shall apply to the Notes, in each case as amended by the Special Conditions.

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|-----|---|---|
| 14. | Unmatured Coupons to become void upon early redemption: | Not Applicable. |
| 15. | Talons to be attached to Notes and, if applicable, the number of Interest Payment Dates between the maturity for each Talon (Bearer Notes): | Not Applicable. |
| 16. | Business Day Jurisdictions for Condition 9.8 (jurisdictions required to be open for payment): | London, New York, Singapore and Sydney. |
| 17. | Exchange: | |
| | (a) Notes to be represented on issue by: | Temporary Global Note held by Common Depositary for Euroclear Bank S.A./N.V. (" Euroclear ") and Clearstream Banking, société anonyme (" Clearstream, Luxembourg " and, together with Euroclear, the " Clearing Systems " and each a " Clearing System "). |
| | (b) Applicable TEFRA exemption: | TEFRA D Rules. |
| | (c) Temporary Global Note exchangeable for Permanent Global/Definitive Bearer/Registered Notes: | Yes – exchangeable for interests in Permanent Global Note held by Common Depositary for Euroclear and Clearstream, Luxembourg on or after 40 days from Issue Date (or such later date as may be determined to be the Exchange Date in accordance with the terms of the Temporary Global Note) upon certification as to non-U.S. beneficial ownership. |
| | (d) Permanent Global Note exchangeable for Definitive Bearer/Registered Notes at the request of the holder: | Yes, for definitive Bearer Notes but only if Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so. |
| 18. | Security: | Collateral charged to Trustee

Condition 4.2(A)(3) shall be amended by deleting the words "Repurchase Account (as defined in Condition 5.2)" and replacing them with the words "Expenses Account". |
| 19. | Collateral: | (A) The " Collateral " shall comprise:

(i) the " Notes Collateral ", being, as of the Issue Date, USD 50,121,500 in principal amount of the USD 15,000,000,000 2.250% bonds due 15 August 2046 issued by the United States Treasury Department (ISIN: US912810RT79) and, thereafter, any Substitute |

Collateral and any Replacement Collateral; and

- (ii) any CSA Collateral (as defined in paragraph 20 below), as may vary from time to time in accordance the terms of the Swap Agreement and as held in the Custodian Account.
- (B) Conditions 4.5(A) and (B) (in each case, as amended by paragraph 31) shall apply to the Notes and, for such purposes, "**Eligible Securities**" means (i) any negotiable debt obligations (denominated in USD) issued by the United States Treasury Department and having a maturity date that is no later than the Scheduled Maturity Date of the Notes ("**US Treasuries**"); and (ii) if a holder of 100% of the aggregate principal amount then outstanding of the Notes has previously consented (by giving: (i) (if the Notes are represented by a Global Note) notice to the Issuer via the relevant Clearing System; and (ii) (whether or not the Notes are represented by a Global Note) written notice (substantially in the form attached as Annex E to the Terms set out in the Trust Instrument, an "**Eligible Security Consent Notice**") to the Issuer, the Swap Counterparty, the Calculation Agent, the Paying Agents, the Custodian, Fitch and the Trustee), any unsubordinated, USD-denominated negotiable debt obligations of National Australia Bank Limited having a maturity date that is no later than the Scheduled Maturity Date of the Notes and which are cleared through Euroclear and/or Clearstream, Luxembourg.

Clause 5.4 of the "DBL/DBAG Structured Investment Terms Module 3.1.1.4 (Security for English law Notes; Euroclearable Collateral/Collateral held by Custodian in U.S. Clearing System; Standard & Poor's / Moody's Rated Issuer), October 2010 Edition" (as amended) shall apply to the Notes.

An Eligible Security Consent Notice will only be valid if the relevant holder represents that it owns 100% of the aggregate principal amount then outstanding of the Notes and provides evidence of such holding satisfactory to the Trustee.

- (C) The Trustee shall apply all moneys received by it under the Trust Instrument in connection with the realisation or enforcement of the security constituted by or pursuant to the Trust Instrument on the basis of Counterparty Priority, provided that Condition 4.4(A) will be deleted and replaced with the following:

"(A) If "**Counterparty Priority**" is specified in the Terms, the Trustee shall apply such moneys received by it:

- (i) first, in payment or satisfaction of all fees, costs, charges, expenses, liabilities and other amounts incurred by or payable to the Trustee or any receiver under or pursuant to the Trust Instrument (including, without limitation, any taxes to be paid, the costs of realising any security and the remuneration of the Trustee and any receiver);
- (ii) secondly, *pro rata* in payment of any amounts owing to:
 - (a) the Swap Counterparty under the Swap Agreement; and
 - (b) the Custodian and/or the Paying Agents under the Agency Agreement (in whichever capacity such entity is acting);
- (iii) thirdly, *pro rata* in payment of any amounts owing to

the holders of Notes; and

- (iv) fourthly, in payment of the balance (if any) to the Issuer."
- (D) The Selling Agent is Deutsche Bank AG, London Branch.
- (E) Condition 4.6 (*Purchase of Collateral maturing after the Maturity Date*) shall not apply and shall be deemed to be deleted (without renumbering any remaining Conditions).
- (F) Condition 4.7(A) (*Realisation of Security*) shall be amended as follows:
 - (i) by deleting the words "may at its discretion and";
 - (ii) by deleting the comma at the end of paragraph (3) and replacing it with "; or" and inserting the following paragraph (4) immediately below paragraph (3):
 - "(4) if the security has become enforceable due to the occurrence of a Regulatory Redemption Event,"; and
 - (iii) by inserting the following paragraph at the end thereof:

"Any direction given by the Swap Counterparty under this Condition 4.7(A) will have priority over any conflicting request or direction given under this Condition 4.7(A), and the Trustee shall decline to act on any request or direction given by any person in respect of the matters referred to in paragraphs (i), (ii), (iii) and (iv) above unless it is a request or direction given under paragraphs (1), (2) or (3) of this Condition 4.7(A)."
- (G) Condition 4.8 (*Shortfall after application of proceeds*) shall be amended by deleting the words "(including, in the case of a mandatory partial redemption where Condition 4.2 (A) or (B) applies, the Collateral other than the Repayable Assets (as defined in Condition 8.2), which will remain available to those holders whose Notes have not been redeemed),"
- (H) Condition 12 (*Enforcement*) shall be amended by deleting the words "or, in the case of a partial redemption pursuant to Condition 8.2, the Repayable Assets".

20. Swap Agreement:

Applicable. Details of the Swap Agreement are set out below:

The ISDA Master Agreement (including the Schedule thereto) entered into by the Issuer and the Swap Counterparty by executing the Trust Instrument, as so supplemented by: (i) a confirmation thereto in the form attached as Annex A to the Terms set out in the Trust Instrument with an effective date of the Issue Date (the "**Asset Swap Confirmation**", and the Transaction (as defined in the ISDA Master Agreement) documented under such Asset Swap Confirmation, the "**Asset Swap**"; (ii) a confirmation thereto in the form attached as Annex B to the Terms set out in the Trust Instrument with an effective date of the Issue Date (the "**Credit Default Swap Confirmation**", and the Transaction (as defined in the ISDA Master Agreement) documented under such Credit Default Swap Confirmation, the "**Credit Default Swap**"; and (iii) a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) (the "**CSA**") (the ISDA Master Agreement as so supplemented by the Asset Swap Confirmation, the Credit Default Swap Confirmation and the CSA, the "**Swap Agreement**"). The form of paragraph 11 of the CSA is set out in Annex C of this Prospectus.

Pursuant to the CSA, the Swap Counterparty may from time to time be obliged to post an amount of Eligible Credit Support (as defined in the CSA) (the Eligible Credit Support comprised within the Credit Support Balance (as defined in the CSA), the "**CSA Collateral**") to the Custodian Account.

Swap Counterparty:

Deutsche Bank AG, London Branch. In its capacity as Swap Counterparty, Deutsche Bank AG, London Branch is also designated as the calculation agent (the "**Swap Calculation Agent**") for the purpose of the Swap Agreement. Any determination by the Swap Calculation Agent shall be conclusive and binding on the Issuer, the Trustee, the Noteholders, the Agent and all other persons and no liability shall attach to the Swap Calculation Agent in respect thereof.

Condition 5.1(B) will be deleted in its entirety and replaced with:

"(B) Fitch has been given prior written notification of the transfer and/or guarantee as is referred to above; and"

The foregoing in this paragraph 20 is qualified in its entirety by the terms of the Swap Agreement.

Condition 5.1 (*Swap Agreement*) shall be amended by deleting the words "the Swap Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount equal to the proportion that the principal amount of the relevant Notes being redeemed bears to the aggregate principal amount of the Notes of the relevant Series immediately prior to such redemption) if some of the Notes are redeemed or the Notes are redeemed in part prior to their Maturity Date pursuant to any provision of Condition 8" and replacing them with the words "each transaction entered into under the Swap Agreement will terminate in part (on a *pro rata* basis in a proportion of its principal amount (or equivalent amount) equal to the proportion that the principal amount of the relevant Notes being cancelled bears to the aggregate principal amount of the Notes of the relevant Series immediately prior to such cancellation) if some of the Notes are cancelled prior to the Maturity Date pursuant to Condition 8.12 (*Cancellation*)".

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| 21. | Repurchase Agreement: | Not Applicable. |
| | Repurchase Counterparty: | Not Applicable. |
| 22. | Credit Support Document: | Not Applicable. |
| 23. | Mandatory Redemption: | The Notes are subject to mandatory redemption pursuant to Condition 8.2 (<i>Mandatory Redemption</i>), Condition 8.4 (<i>Redemption at option of the Issuer for Regulatory Redemption Event</i>) and Condition 8.5 (<i>Redemption for taxation and other reasons</i>) (in each case, where applicable, as amended herein). |
| 24. | Listing: | Application will be made on or after the Issue Date to the Irish Stock Exchange for the Notes to be admitted to the official list of the Irish Stock Exchange and to trading on its regulated market. No assurance can be given that the Notes will be listed, and if listed, that such listing will be maintained for the term of the Notes, on the Irish Stock Exchange. |
| 25. | The Notes have been accepted in Euroclear and Clearstream, Luxembourg and have the following security codes: | |

	Common Code:	146314589
	ISIN Code:	XS1463145893
26.	Rating:	<p>The expected rating of the Notes on the Issue Date is "A+<i>sf</i>", as provided by Fitch.</p> <p>There is no guarantee of such rating by Fitch on the Issue Date and the actual rating on the Issue Date may be different.</p> <p>There can be no assurance that any rating will be maintained for the term of the Notes. Any rating of the Notes may be reduced, withdrawn or qualified at any time by the applicable rating agency. If any rating of the Notes is reduced, withdrawn or qualified, it could adversely affect the liquidity or the market value of such Notes.</p>
27.	Custody:	<p>The Custodian in respect of the Collateral will be Deutsche Bank AG, London Branch or any other person subsequently appointed as Custodian pursuant to the Agency Agreement.</p> <p>Only an entity that is rated, by Fitch, at least as highly at the relevant time as the rating (if any) of Deutsche Bank AG, London Branch may be subsequently appointed as a custodian.</p> <p>The Calculation Agent (acting on behalf of the Issuer) shall promptly notify Fitch following any such subsequent appointment of a Custodian.</p> <p>Any CSA Collateral shall be delivered by the Swap Counterparty to the Custodian (on behalf of the Issuer).</p> <p>All Collateral (including any amounts representing distributions, interest, principal, redemption proceeds or other payments derived therefrom) shall, subject to Condition 4.5 (<i>Replacement and/or Substitution of Collateral</i>) and the provisions of the Swap Agreement, be credited to account number 91622 of the Custodian with Euroclear (the "Custodian Account") or to such other account of or on behalf of the Custodian as the Trustee may approve, subject in all cases to the security created by and pursuant to the Trust Instrument.</p> <p>The amount payable by the Swap Counterparty to the Issuer pursuant to Clause 22(i) of Part 5 of the Schedule to the Swap Agreement shall be credited to the segregated account (account number GB19DEUT40508121450934) of the Issuer with the Custodian (the "Expenses Account").</p> <p>Amounts in respect of distributions, interest, principal, redemption proceeds or other payments received by the Issuer in respect of the Collateral shall be paid to the Swap Counterparty in accordance with the terms of the Swap Agreement.</p> <p>Notwithstanding any provision of the Agency Agreement, the Custodian may hold any Collateral in the form of securities in any account used by it solely to hold securities on behalf of customers to whom it provides custody services.</p>
28.	Agent for Service of Process:	Deutsche Bank AG, London Branch at its registered office for the time being (currently at Winchester House, 1 Great Winchester Street, London EC2N 2DB).
29.	Governing Law:	All contractual and non-contractual obligations arising out of or in connection with the Notes will be governed and construed in accordance with English law.

30. General provisions relating to security

The first paragraph of Condition 4.3 (*General provisions relating to security*) shall be deleted in its entirety and replaced with the following:

"The security constituted or created pursuant to the Trust Instrument will be granted to the Trustee for itself and as trustee under the Trust Instrument as continuing security (i) for the payment of all fees, costs, charges, expenses, liabilities and other amounts incurred by or payable to the Trustee or any receiver under the Trust Instrument or due under the Notes, (ii) for the performance of the Issuer's obligations under the Swap Agreement, (iii) for the payment of all sums payable to the Custodian under Agency Agreement, and (iv) for the payment of all sums payable to the Agent or the Registrar pursuant to any provision of the Agency Agreement."

31. Provisions relating to Replacement and/or Substitution of Collateral

(1) Condition 4.5(A) shall be deleted in its entirety and replaced with the following:

"(A) Subject to and in accordance with the provisions of the Trust Instrument, the Issuer shall, if so directed by the Swap Counterparty at any time after delivery of a valid Eligible Security Consent Notice, by notice in writing to the Swap Counterparty, the Trustee, the Paying Agents, the Calculation Agent, the Custodian, the Sub-Custodian (if any) and, in accordance with Condition 16, the Noteholders (a "**Replacement Notice**") in, or substantially in, the form set out in the Agency Agreement, require that any securities or other assets for the time being comprising all or part of the Notes Collateral (hereinafter referred to as the "**Replaced Collateral**") be replaced (a "**Replacement**") by Eligible Securities specified in such Replacement Notice ("**Replacement Collateral**") provided however that:-

- (i) upon any release of the Replaced Collateral from the security created by or pursuant to the Trust Instrument, any such Replacement Collateral being substituted for the Replaced Collateral has been delivered, transferred or assigned to the Issuer on the same terms (*mutatis mutandis*) as the Replaced Collateral and is subject to the charge or other security interest created by or pursuant to the Trust Instrument; and
- (ii) if the Notes are rated by Fitch, the Swap Counterparty delivers a Ratings Notification to the Trustee and the Issuer in respect of the Replacement.

If the Issuer has so agreed with the Swap Counterparty, the Swap Counterparty shall deliver the Replacement Collateral to the Issuer in exchange for the Replaced Collateral.

The Trustee shall not be liable to the Issuer, the Swap Counterparty, the Noteholders or any other person and the Issuer shall not be liable to the Swap Counterparty or the Noteholders for any loss arising from any arrangement referred to in the Replacement Notice or otherwise from the operation of this Condition 4.5.

The Trust Instrument provides that, in connection with any Replacement relating to Notes the security for which is as described in Condition 4.2(A) or (B), the Trustee shall receive a certificate from the Issuer (or the Swap Counterparty acting on its behalf) describing the Replacement and confirming that sub-paragraphs (i) and (ii) above have been complied with, and that it may rely absolutely upon such certificate for all purposes and need make no enquiry of any nature. By subscription for, or acquisition of, any Note, each Noteholder accepts and is bound by this provision."

(2) Condition 4.5(B) shall be deleted in its entirety and replaced with the following:

"(B) If any securities and/or other assets which comprise all or part of the Notes Collateral have a maturity date which falls prior to the maturity date or other date for final redemption of the Notes ("**Maturing Collateral**") and it is provided in the Terms that this Condition 4.5(B) applies to the Notes and the security for the Notes is as described in Condition 4.2(A) or (B), the proceeds of redemption received upon maturity of such Maturing Collateral shall be applied by the Custodian on behalf of the Issuer (acting on the directions of the Swap Counterparty):-

- (i) in the purchase of Eligible Securities ("**Substitute Collateral**" and each such purchase a "**Substitution**"); and/or

- (ii) by paying such proceeds of redemption to the Swap Counterparty pursuant to the Asset Swap Confirmation (on terms that an amount equal to such proceeds of redemption is payable by the Swap Counterparty to the Issuer on the date (if any) falling prior to the maturity date or other date for final redemption of the Notes on which the Custodian on behalf of the Issuer (acting on the directions of the Swap Counterparty) intends to apply such amount towards the purchase of Eligible Securities constituting Substitute Collateral). The Custodian shall apply the proceeds of any such payment by the Swap Counterparty towards the purchase of Eligible Securities, in which case such purchase, and the Eligible Securities so purchased, will be deemed to be a Substitution and Substitute Collateral, respectively, for the purposes of this Condition 4.5(B).

Not later than the date of each Substitution pursuant to this Condition 4.5(B), the Issuer shall give a notice to the Swap Counterparty, the Trustee, Fitch, the Agent, the Custodian, the Sub-Custodian (if any) and, in any case, the Issuer shall also give notice to the Noteholders in accordance with Condition 16 (a "**Substitution Notice**") in, or substantially in, the form set out in the Agency Agreement, specifying, among other things, the details of any Substitute Collateral and the date on which it is to be purchased.

Notwithstanding the foregoing, a Substitution may only be made if:-

- (a) the Substitute Collateral has been delivered, transferred or assigned to the Issuer on the same terms (*mutatis mutandis*) as the Maturing Collateral and is subject to the charge or other security interest created by or pursuant to the Trust Instrument; and
- (b) if the Notes are rated by Fitch, the Swap Counterparty delivers a Ratings Notification to the Trustee and the Issuer in respect of the Substitution.

All determinations of the availability of Substitute Collateral, and all determinations and calculations of the purchase price and applicable date for purchase thereof shall be made by the Calculation Agent in accordance with the Trust Instrument and all such determinations and calculations shall be binding on the Issuer, the Trustee, the Noteholders and all other persons. The Trustee shall not be liable to the Issuer, the Noteholders or any other person nor shall the Issuer be liable to any Noteholder for any loss arising from any arrangement referred to in any Substitution Notice or for the purchase price of the Substitute Collateral or otherwise from the operation of this Condition 4.5(B).

The Trust Instrument provides that, in connection with any Substitution, the Trustee shall receive a certificate from the Issuer (or the Swap Counterparty) describing the Substitution and confirming that sub-paragraphs (a) and (b) above have been complied with, and it may rely absolutely upon such certificate for all purposes and need make no enquiry of any nature. By subscription for, or acquisition of, any Note, each Noteholder accepts and is bound by this provision. "

32. Provisions relating to forced transfer and early redemption

- (1) Condition 8.2 (*Mandatory Redemption*) shall be deleted in its entirety and replaced with the following:

"8.2 Mandatory Redemption

If the Calculation Agent determines, in its absolute discretion and in a commercially reasonable manner, that a default, event of default or similar event or circumstance has occurred under the original terms of any of the Collateral on or prior to the Maturity Date (a "**Collateral Default Event**"), the Issuer (or an agent acting on the Issuer's behalf) shall as soon as reasonably practicable give notice of that event to the Trustee, the Noteholders and the Swap Counterparty and, for as long as the Notes are listed on a stock exchange and the rules of such stock exchange so require, such stock exchange, and on the Early Redemption Date (which must be not less than 2 Business Days after the date on which such notice is given): (i) the Issuer shall redeem all but not some only of the Notes, with each Note being redeemed in whole at its Early Redemption Amount; and (ii) the security constituted by or created pursuant to the Trust Instrument shall become enforceable (if the same shall not already have become enforceable in accordance with these Conditions).

Failure to make any payment due in respect of a mandatory redemption under this Condition 8.2 of part of the principal amount of the Notes shall not constitute an Event of Default under Condition 11."

- (2) Condition 8.3 (*Forced transfer at option of the Issuer on void transfer or other disposition*) shall be amended by inserting the following paragraphs at the end thereof:

"Any transfer or other disposition of any legal or beneficial ownership interest in a Note to (i) an employee benefit plan (as defined in section 3(3) of the US Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**")), whether or not subject to ERISA; (ii) a plan described in section 4975(e)(1) of the US Internal Revenue Code of 1986, as amended; or (iii) an entity whose underlying assets include plan assets by reason of a plan's investment in the entity under US Department of Labor Regulations § 2510.3-101 (29 c.f.r. § 2510.3-101) (each a "**Benefit Plan Investor**"), or to a transferee using the assets of a Benefit Plan Investor to acquire such interest or holding such interest for or on behalf of a Benefit Plan Investor, shall be deemed to be void *ab initio* and of no legal effect whatsoever. Accordingly, any purported transferee of any legal or beneficial ownership interest in a Note in such a transaction will not be entitled to any rights as a legal or beneficial owner of such interest in such Note, and the Issuer shall be entitled to cease to make any payments in respect of Notes held by such a transferee.

The Issuer (or an agent acting on the Issuer's behalf) shall give notice to the Trustee, the Agent, the Custodian and the Calculation Agent after becoming aware that any legal or beneficial ownership interest in a Note is held by a Non-Permitted Transferee and, notwithstanding any other provision of these Conditions, shall have the right at any time thereafter to require such Non-Permitted Transferee to sell such interest to (a) an Affiliate of the Issuer (to the extent permitted by applicable law) or (b) a person who is not a Non-Permitted Transferee, in each case, at a price equal to the lesser of: (x) the purchase price paid for such interest by such Non-Permitted Transferee, (y) the principal amount of such interest and (z) the fair market value of such interest (as determined by the Calculation Agent), less any costs or expenses incurred by or on behalf of the Issuer in connection with such sale."

- (3) Condition 8.4 (*Redemption at option of the Issuer for Regulatory Redemption Event*) shall be amended by:

- (A) deleting the first paragraph thereof in its entirety and replacing it with the following:

If, in the determination of the Calculation Agent, a Regulatory Event occurs (a "**Regulatory Redemption Event**") then the Issuer (or an agent acting on the Issuer's behalf) shall as soon as reasonably practicable give notice of that event to the Noteholders, the Trustee, the Swap Counterparty and, for as long as the Notes are listed on a stock exchange and the rules of such stock exchange so require, such stock exchange, and on the Early Redemption Date (which must be not less than 2 Business Days after the date on which such notice is given): (i) the Issuer shall redeem all but not some only of the Notes, with each Note being redeemed in whole at its Early Redemption Amount; and (ii) the security constituted by or created pursuant to the Trust Instrument shall become enforceable (if the same shall not already have become enforceable in accordance with these Conditions).

- (B) deleting the second paragraph thereof in its entirety and replacing it with the following:

"**Regulatory Event**" means that, as a result of any Regulatory Trigger Event: (i) there is a reasonable likelihood of it becoming unlawful; and/or (ii) it is or there is a reasonable likelihood of it becoming unduly onerous, impossible or impracticable (including, without limitation, as a result of a change in the regulatory, accounting or tax treatment of the Notes or any Regulatory Event Party); and/or (iii) there is (or there is reasonably likely to be) a material increase in costs, (in each case) for: (1) the Issuer to maintain the Notes; and/or (2) the Issuer to maintain any other series of notes issued by the Issuer; and/or (3) any Regulatory Event Party to perform any duties in respect of or in connection with the Notes or any Transaction Document.

"**Regulatory Event Party**" means each of the Issuer, the Arranger, the Paying Agents, the Trustee, the Swap Counterparty, the Custodian, the Calculation Agent or any affiliate of the Swap Counterparty (in each case excluding when acting in the capacity of Noteholder).

"**Regulatory Trigger Event**" means each of the following:

- (x) the implementation or adoption of, or any change in, any applicable law or regulation, or any interpretation, action or response of a regulatory authority;

- (y) the promulgation of, or any interpretation by any court, tribunal, government or regulatory authority (each, a "**Relevant Authority**") of, any relevant law or regulation; or
 - (z) a public or private statement or action by, or response of, any Relevant Authority (or any official or representative of any Relevant Authority acting in an official capacity), in each case at any time after the Trade Date."
- (4) Paragraphs (A) to (D) of Condition 8.5 (*Redemption for taxation and other reasons*) and the first paragraph immediately below paragraph (D) shall be deleted in their entirety and replaced with the following:
- "(A) (a) the Issuer, on the occasion of the next payment due in respect of the Notes, would be required by law to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due (in which case the Issuer shall so inform the Trustee, and shall use all reasonable endeavours to arrange (subject to and in accordance with Condition 13.4) the substitution of a company incorporated in another jurisdiction as the principal obligor or (with the prior written consent of the Trustee, and the Swap Counterparty) to change its residence for taxation purposes to another jurisdiction approved beforehand in writing by the Trustee and the Swap Counterparty) and if it is unable to arrange such substitution or change before the next payment is due in respect of the Notes; or (b) the Calculation Agent determines that there is or there will be a withholding tax imposed on any amounts payable under all or any part of the Collateral (each, a "**Tax Event**"); and/or
 - (B) there occurs an effective designation of an Early Termination Date (as defined in the Swap Agreement) in respect of the whole of any Transaction under the Swap Agreement (provided that any termination of the Swap Agreement due to (i) a purchase of Notes by the Issuer under Condition 8.7 (*Purchases*); (ii) the exercise of the Issuer's right to redeem the Notes pursuant to Condition 8.9 (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) (as amended by the Special Conditions); or (iii) the exercise of the Sole Noteholder's right to redeem the Notes pursuant to Condition 8.10 (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*) (as amended by the Special Conditions) shall not amount to an Early Redemption Event under this subparagraph (B)) (a "**Swap Event**"); and/or
 - (C) an Event Determination Date under (and as defined in) the Credit Default Swap occurs (a "**Credit Event Redemption Event**"),

then the Issuer shall as soon as reasonably practicable give notice of the relevant event to the Trustee, the Noteholders, the Swap Counterparty and, if the Notes are listed on any stock exchange and the rules and regulations thereof so require, such stock exchange, and on the Early Redemption Date (which must be not less than 2 Business Days after the date on which such notice is given): (i) the Issuer shall redeem all but not some only of the Notes, with each Note being redeemed in whole by payment of its Early Redemption Amount or, as applicable, by Delivery of its Early Redemption Entitlement; and (ii) the security constituted by or created pursuant to the Trust Instrument shall become enforceable (if the same shall not already have become enforceable in accordance with these Conditions)."

- (5) Condition 8.5 (*Redemption for taxation and other reasons*) shall be further amended by:
- (i) the deletion of the words "Redemption Amount" in the second paragraph and the replacement thereof with the words "Redemption Amount, Early Redemption Amount or Early Redemption Entitlement"; and
 - (ii) the following words shall be added immediately before the paragraph beginning with the words "Notwithstanding the foregoing":

"If an Early Redemption Event occurs but the related Early Redemption Date does not occur prior to the date which would otherwise have been the Maturity Date, the Notes will be redeemed on the Early Redemption Date in accordance with the provisions of paragraph 23 (*Mandatory Redemption*) of the Terms and the Maturity Date will be deemed to be postponed until the day after such Early Redemption Date so that no redemption takes place on the Maturity Date."

- (6) Each of a Collateral Default Event, a Regulatory Redemption Event, a Tax Event, a Credit Event Redemption Event and a Swap Event shall be an **"Early Redemption Event"**. If any event or circumstances which constitute or give rise to an Early Redemption Event also constitute or give rise to another type of Early Redemption Event, the Early Redemption Event which occurred first shall take precedence for the purposes of the early redemption of the Notes, provided that a Swap Event which occurs as a result of any specific event or circumstances will always be deemed to occur after any other Early Redemption Event which occurs as a result of the same event or circumstances. If more than one Early Redemption Event occurs simultaneously, the Issuer (acting on the instructions of the Calculation Agent) shall elect the applicable Condition pursuant to which the Notes are to be redeemed.
- (7) If the Notes become subject to mandatory redemption pursuant to an Early Redemption Event as set out Condition 8.2 (*Mandatory Redemption*), Condition 8.4 (*Redemption at option of the Issuer for Regulatory Redemption Event*) or Condition 8.5 (*Redemption for taxation and other reasons*) (each as amended by this paragraph 32), the Calculation Agent will use commercially reasonable efforts to promptly calculate the aggregate Early Redemption Amount or the aggregate Early Redemption Entitlement (as applicable) in respect of the Notes.
- (8) **Additional Duties of the Calculation Agent**
- (A) As soon as reasonably practicable following the delivery by the Issuer of notice of the occurrence of a Collateral Default Event, a Regulatory Redemption Event, a Tax Event, a Credit Event Redemption Event or a Swap Event (other than a Swap Event in circumstances where the Swap Counterparty is the sole Defaulting Party (as defined in the Swap Agreement)), the Calculation Agent shall solicit firm, actionable bids from at least three Reference Dealers for the sale of all of the Notes Collateral in the form of securities ("**Notes Securities Collateral**") (for settlement in accordance with then current market practice for the relevant securities), and:
- (a) if two or more such bids are obtained from such Reference Dealers in respect of a Business Day on which such bids are sought, the Calculation Agent shall sell the Notes Securities Collateral on behalf of the Issuer to the Reference Dealer that provided the highest bid; or
 - (b) if only one such bid is obtained from a Reference Dealer in respect of a Business Day on which such bids are sought, the Calculation Agent shall sell the Notes Securities Collateral on behalf of the Issuer to that Reference Dealer; or
 - (c) if no such bids are obtained on a Business Day, the Calculation Agent shall continue to solicit firm, actionable bids from at least three Reference Dealers for the sale of all of the Notes Securities Collateral on the following Business Day (and this process shall continue until a bid is ultimately provided).
- (B) As soon as reasonably practicable the Issuer giving notice under paragraph (10) (*Cash Settlement in substitution for Delivery of the Early Redemption Entitlement*) that all of the Early Redemption Entitlement cannot be Delivered on or prior to the Physical Settlement Deadline Date, the Calculation Agent shall solicit firm, actionable bids from at least three Reference Dealers for the sale of all of the Collateral in the form of securities ("**Securities Collateral**") (for settlement in accordance with then current market practice for the relevant securities), and:
- (a) if two or more such bids are obtained from such Reference Dealers in respect of a Business Day on which such bids are sought, the Calculation Agent shall sell the Securities Collateral on behalf of the Issuer to the Reference Dealer that provided the highest bid; or
 - (b) if only one such bid is obtained from a Reference Dealer in respect of a Business Day on which such bids are sought, the Calculation Agent shall sell the Securities Collateral on behalf of the Issuer to that Reference Dealer; or
 - (c) if no such bids are obtained on a Business Day, the Calculation Agent shall continue to solicit firm, actionable bids from at least three Reference Dealers for the sale of all of the Securities Collateral on the following Business Day (and this process shall continue until a bid is ultimately provided).

(9) **Delivery of the Early Redemption Entitlement**

If any Note is to be redeemed by Delivery of the relevant Early Redemption Entitlement, in order to obtain Delivery of the Early Redemption Entitlement in respect of any Note:

- (A) if such Note is represented by a Global Note, the relevant Noteholder must deliver to the relevant Clearing System, with a copy to the Issuer, the Swap Counterparty, the Custodian, the Trustee, the Agent and the Calculation Agent not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice (in the form set out in Annex C to the Terms set out in the Trust Instrument); and
- (B) if such Note is in definitive form, the relevant Noteholder must deliver to any Paying Agent with a copy to the Issuer, the Swap Counterparty, the Custodian, the Trustee, the Agent and the Calculation Agent not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice (in the form set out in Annex C to the Terms set out in the Trust Instrument).

Subject as provided in these Terms, if any Note is to be redeemed by Delivery of the relevant Early Redemption Entitlement, the Custodian (on behalf of the Issuer) shall Deliver the Early Redemption Entitlement to the Noteholders on or prior to the Early Redemption Date. Delivery of the Early Redemption Entitlement as set forth above on behalf of the Issuer shall be in full and final satisfaction of all claims accruing at any time in respect of the Notes, whether before or after the date of such Delivery, and the Issuer shall have no further obligations under the Notes.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to the relevant Clearing System, or (ii) if such Note is in definitive form, in writing. If the Note is in definitive form, the Note must be delivered together with the duly completed Asset Transfer Notice.

An Asset Transfer Notice shall be irrevocable and must:

- (1) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the Delivery of the Early Redemption Entitlement and any details required for Delivery of the Early Redemption Entitlement;
- (2) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at the relevant Clearing System, to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Noteholder's account with such Notes on or before the Early Redemption Date;
- (3) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at the relevant Clearing System in respect thereof and to pay such Delivery Expenses;
- (4) specify an account to which any amounts payable pursuant to paragraph (10) (*Cash Settlement in substitution for Delivery of the Early Redemption Entitlement*) below or any other cash amounts specified in the Terms as being payable are to be paid; and
- (5) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Terms shall be made, in the case of Notes represented by a Global Note, by the relevant Clearing System after consultation with the Calculation Agent and, in the case of Notes in definitive form, by the relevant Paying Agent after consultation with the Calculation Agent, and (in each case) shall be conclusive and binding on the Issuer and the relevant Noteholder. Delivery of the Early Redemption Entitlement in respect

of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice.

If a Noteholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date, paragraph (10) (*Cash Settlement in substitution for Delivery of the Early Redemption Entitlement*) below shall apply.

All Delivery Expenses arising from the Delivery of the Early Redemption Entitlement in respect of such Notes shall be for the account of the relevant Noteholder and no Delivery of the Early Redemption Entitlement shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

After Delivery of the Early Redemption Entitlement and for such period as any person other than the relevant Noteholder shall continue to be the legal owner of any assets comprising the Early Redemption Entitlement (the "**Intervening Period**"), none of the Issuer, the Calculation Agent nor any other person shall at any time (x) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities or obligations included in such Early Redemption Entitlement, (y) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations included in such Early Redemption Entitlement or (z) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations included in such Early Redemption Entitlement.

To the extent that the Early Redemption Entitlement consists of an amount of cash, Delivery shall occur by payment of an amount equal to that cash amount.

(10) **Cash Settlement in substitution for Delivery of the Early Redemption Entitlement**

Notwithstanding any other provision of the Conditions, if all of the Early Redemption Entitlement cannot be Delivered for any reason to any of the Noteholders within 30 Business Days after the Early Redemption Calculation Date (such 30th Business Day, the "**Physical Settlement Deadline Date**"), no Early Redemption Entitlement will be Delivered by the Issuer and the Issuer shall give notice to the Calculation Agent, the Trustee and the Agent and shall redeem the Notes by payment of each Note's *pro rata* share of the Collateral Liquidation Proceeds on the third Business Day following the Collateral Liquidation Proceeds Determination Date. Payment of the Collateral Liquidation Proceeds shall be in full and final satisfaction of all claims accruing at any time in respect of the Notes, whether before or after the date of such payment, and the Issuer shall have no further obligations under the Notes.

(11) **Definitions**

The following terms have the following meanings:

Asset Swap Mark-to-Market Amount means an amount, determined by the Calculation Agent in its sole and absolute discretion, that would be payable (expressed as a positive number if such amount would be payable by the Issuer to the Swap Counterparty and expressed as a negative number if such amount would be payable by the Swap Counterparty to the Issuer) pursuant to Section 6(e)(ii)(1) of the Swap Agreement if the Asset Swap were to be terminated as of the Early Redemption Notification Date, determined on the basis that:

- (i) the Notes would have been redeemed on the Maturity Date, such that paragraph 3.3 of the Asset Swap (but not paragraphs 3.1 or 3.2 of the Asset Swap) would have been applicable;
- (ii) the Issuer is the sole Affected Party and the Asset Swap is the sole Affected Transaction; and
- (iii) any amounts that would otherwise be due under or in respect of the CSA are disregarded.

Call Accreted Amount means, in respect of any Call Date, the amount set out under the heading "Call Accreted Amount" in the table in paragraph 35 (*Call Accretion Percentages*) below in respect of that Call Date.

Collateral Liquidation Proceeds means an amount, as determined by the Calculation Agent as of the date of liquidation of the Securities Collateral (the **Collateral Liquidation Proceeds Determination Date**) that is equal to the sum of the amounts referred to in paragraphs (i), (ii) and (iii) below:

- (i) the liquidation proceeds (net of any Securities Collateral Unwind Costs) of the Securities Collateral received by the Calculation Agent following the liquidation in accordance with paragraph (8)(B) (*Additional Duties of the Calculation Agent*) above;
- (ii) the USD equivalent of any Collateral held as cash in any currency other than USD (if any and where relevant) (converted, at an exchange rate determined by the Calculation Agent on the basis of rates consistent with other FX business conducted by the Calculation Agent at such time); and
- (iii) an amount equal to the aggregate amount of Collateral held as USD cash.

Collateral Loss Amount means an amount in USD equal to the Principal Amount of the Notes minus the Notes Collateral Liquidation Proceeds.

Credit Default Swap Mark-to-Market Amount means an amount, determined by the Calculation Agent in its sole and absolute discretion, that would be payable (expressed as a positive number if such amount would be payable by the Issuer to the Swap Counterparty and expressed as a negative number if such amount would be payable by the Swap Counterparty to the Issuer) pursuant to Section 6(e)(ii)(1) of the Swap Agreement if the Credit Default Swap were to be terminated as of the Early Redemption Notification Date, determined on the basis that:

- (i) paragraph 5 of the Credit Default Swap does not apply;
- (ii) the Issuer is the sole Affected Party and the Credit Default Swap is the sole Affected Transaction; and
- (iii) any amounts that would otherwise be due under or in respect of the CSA are disregarded.

Credit Derivatives Definitions has the meaning given to that term in the Credit Default Swap.

Credit Event Asset Swap Mark-to-Market Amount means an amount (which may be zero), determined by the Calculation Agent in its sole and absolute discretion, that would be payable (expressed as a positive number if such amount would be payable by the Issuer to the Swap Counterparty and expressed as a negative number if such amount would be payable by the Swap Counterparty to the Issuer) pursuant to Section 6(e)(ii)(1) of the Swap Agreement if the Asset Swap were to be terminated as of the Early Redemption Date, determined on the basis that:

- (i) the Notes are to be redeemed on the Early Redemption Date due to the occurrence of a Credit Event Redemption Event (such that paragraph 3.1, but not paragraph 3.2 or 3.3, of the Asset Swap is applicable);
- (ii) all of the obligations of each party under paragraph 3.1 of the Asset Swap have been satisfied in full;
- (iii) the Issuer is the sole Affected Party and the Asset Swap is the sole Affected Transaction; and
- (iv) any amounts that would otherwise be due under or in respect of the CSA are disregarded.

Credit Event Redemption Amount means an amount in USD (subject to a minimum of zero) equal to $(A \times B) - C$, subject to a minimum of zero, where:

"A" is the Notes Accreted Amount as of the Event Determination Date under the Credit Default Swap;

"B" is the Auction Final Price or the Final Price, as the case may be, determined under the Credit Default Swap and used to calculate the Auction Settlement Amount or the Cash Settlement Amount, as applicable; and

"C" is the Credit Event Unwind Costs.

Credit Event Unwind Costs means an amount in USD (which may be positive, negative or zero), as determined by the Calculation Agent, equal to the sum (without duplication) of:

- (i) the Credit Event Asset Swap Mark-to-Market Amount (which may be positive, negative or zero); and
- (ii) the Collateral Loss Amount (if any).

Cut-Off Date means the day which is 20 Business Days after the Early Redemption Notification Date.

Deliver, for the purposes of the Notes only, means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Collateral (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, where only equitable title is customarily conveyed, all equitable title) and interest in the relevant Collateral to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) in the definition of "Credit Event" in the Credit Derivatives Definitions or right of set-off by or of the Reference Entity or any applicable Underlying Obligor), provided that (i) if the applicable Collateral is a Direct Loan Participation, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if the applicable Collateral is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, **Deliver** means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap). **Delivery** and **Delivered** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

Delivery Expenses means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes (including legal and other ancillary costs) arising from the Delivery of the Early Redemption Entitlement.

Early Redemption Amount means:

- (i) where the Notes are to be redeemed due to the occurrence of a Collateral Default Event, a Regulatory Redemption Event, a Tax Event or a Swap Event (other than a Swap Event in circumstances where the Swap Counterparty is the sole Defaulting Party (as defined in the Swap Agreement)), an amount in USD (subject to a minimum of zero) determined by the Calculation Agent in its sole and absolute discretion that is equal to each Note's pro rata share of: (i) the Notes Collateral Liquidation Proceeds *minus* (without double counting) (ii) the Unwind Costs; or
- (ii) where the Notes are to be redeemed due to the occurrence of a Credit Event Redemption Event, an amount in USD (subject to a minimum of zero) determined by the Calculation Agent that is equal to each Note's pro rata share of the Credit Event Redemption Amount.

Early Redemption Calculation Date means the date on which the Calculation Agent determines the aggregate Early Redemption Amount or the aggregate Early Redemption Entitlement in respect of the Notes.

Early Redemption Date means:

- (i) where the Notes are to be redeemed due to the occurrence of an Early Redemption Event other than a Swap Event in circumstances where the Swap Counterparty is the sole Defaulting Party (as defined in the Swap Agreement), the date falling three Business Days after the last payment is made in full under the Asset Swap; or
- (ii) where the Notes are to be redeemed due to the occurrence of a Swap Event in circumstances where the Swap Counterparty is the sole Defaulting Party (as defined in the Swap Agreement), the date falling three Business Days after the date on which any termination payment under Section 6(e) of the Swap Agreement becomes due and payable.

Early Redemption Entitlement means, if the Notes are to be redeemed due to the occurrence of a Swap Event in circumstances where the Swap Counterparty is the sole Defaulting Party (as defined in the Swap Agreement), each Note's pro rata share of the Collateral.

Early Redemption Notification Date means the date on which the Issuer gives notice of the occurrence of an Early Redemption Event pursuant to Condition 8.2 (*Mandatory Redemption*), Condition 8.4 (*Redemption at option of the Issuer for Regulatory Redemption Event*) or Condition 8.5 (*Redemption for taxation and other reasons*).

An asset will be **Equivalent** to another asset for the purposes hereof if: (A) the asset is cash, it is the same currency and amount as the other cash amount; or (B) the asset is a security, it (a) is of the same issuer or obligor; (b) is part of the same issue, series or class; (c) is of an identical type, nominal value, description, credit rating (if any) and (except where otherwise stated) amount; and (d) has the same terms and conditions and rank in all respects *pari passu* and equally with the other asset.

Notes Accreted Amount means, in respect of any date, the amount set out under the heading "Notes Accreted Amount" in the table in paragraph 36 (*Note Accretion Percentages*) below in respect of that date (if it is a Valuation Date) or otherwise in respect of the Valuation Date occurring immediately prior to that date.

Notes Collateral Liquidation Proceeds means an amount, as determined by the Calculation Agent as of the date of liquidation of the Notes Securities Collateral, that is equal to the liquidation proceeds (net of any Securities Collateral Unwind Costs) of the Notes Securities Collateral received by the Calculation Agent following the liquidation in accordance with paragraph (8)(A) (*Additional Duties of the Calculation Agent*) above.

Notes Securities Collateral has the meaning given to it in paragraph (8)(A) (*Additional Duties of the Calculation Agent*) above.

Physical Settlement Deadline Date has the meaning given to it in paragraph (10) (*Cash Settlement in substitution for Delivery of the Early Redemption Entitlement*) above.

Reference Dealer means, for the purposes of the Notes only, a leading dealer, bank or banking corporation (including, for the avoidance of doubt, may include Deutsche Bank AG London Branch or any of its affiliates) which deals in obligations of the type of the applicable Notes Securities Collateral or Securities Collateral (as applicable), as selected by the Calculation Agent.

Securities Collateral has the meaning given to it in paragraph (8)(B) (*Additional Duties of the Calculation Agent*) above.

Securities Collateral Unwind Costs means the sum of (without duplication) all costs (including, without limitation, legal costs), expenses (including, without limitation, loss of funding), taxes and duties (including, without limitation, stamp duty and stamp duty reserve tax) incurred by the Issuer (expressed as a positive number or, as applicable, zero) in connection with the liquidation of the Notes Securities Collateral or the Securities Collateral, as applicable.

Unwind Costs means an amount in USD (which may be positive, negative or zero), as determined by the Calculation Agent, equal to the sum (without duplication) of:

- (i) the sum of (without duplication) all costs (including, without limitation, legal costs), expenses (including, without limitation, loss of funding), taxes and duties (including, without limitation, stamp duty and stamp duty reserve tax) incurred by the Issuer and/or the Trustee and/or the Swap Counterparty (without double counting) as a result of the Notes becoming subject to mandatory redemption following the relevant Early Redemption Event (expressed as a positive number or, as applicable, zero); and
- (ii) the Asset Swap Mark-to-Market Amount (which may be positive, negative or zero); and
- (iii) the Credit Default Swap Mark-to-Market Amount (which may be positive, negative or zero).

Valuation Date means each date set out in the table in paragraph 36 (*Note Accretion Percentages*) below.

- (12) The Calculation Agent shall determine if the Notes have become subject to mandatory redemption under Condition 8.2 (*Mandatory Redemption*), Condition 8.4 (*Redemption at option of the Issuer for Regulatory Redemption Event*) or Condition 8.5 (*Redemption for taxation and other reasons*) (each as amended by this paragraph 32), which determination shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Trustee, the Noteholders, the Paying Agents, the Swap Counterparty and all other persons and no liability shall attach to the Calculation Agent in respect thereof.
- (13) The Early Redemption Amount and the Early Redemption Entitlement (as applicable) and (in each case) each part thereof shall be determined by the Calculation Agent, which determination shall, in the absence of manifest error, be conclusive and binding on all parties. The payment by the Issuer of the Early Redemption Amount (or, as applicable, the Delivery of the Early Redemption Entitlement) in respect of each Note determined as set forth above shall be in full and final satisfaction of all claims whether of principal, interest or otherwise accruing at any time in respect of such Note, whether before or after such date.

33. Events of Default

Condition 11 (*Events of Default*) shall be amended by deleting the following from the first paragraph thereof: "together with accrued interest (if any) thereon to the date of payment".

34. Notice to Noteholders

For so long as the Notes are represented by a Global Note, any notice may be validly given if delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to the Noteholders, and shall be deemed to be given to Noteholders on the day on which it is so delivered to Euroclear and/or Clearstream, Luxembourg. None of the Issuer, the Trustee or any Paying Agent shall have any responsibility in respect of any delay or failure by Euroclear and/or Clearstream, Luxembourg to communicate a notice to the Noteholders or any other persons having a direct or indirect interest in the Notes. Any requirement to have any notice to Noteholders approved in advance by the Trustee under Clause 4.1(G) of the "General Trust Terms for Structured Investments arranged by Deutsche Bank AG London/Deutsche Bank Aktiengesellschaft; Standard & Poor's / Moody's Rated Issuer, October 2010 Edition" or otherwise shall not apply.

35. Call Accretion Percentages

Call Date	Call Accretion Percentage	Call Accreted Amount (USD)
15 August 2017	107.00%	53,500,000
15 August 2018	108.16%	54,080,000
15 August 2019	112.49%	56,243,200
15 August 2020	116.99%	58,492,928
15 August 2021	121.67%	60,832,645
15 August 2022	126.53%	63,265,951
15 August 2023	131.59%	65,796,589
15 August 2024	136.86%	68,428,453
15 August 2025	142.33%	71,165,591
15 August 2026	148.02%	74,012,214
15 August 2027	153.95%	76,972,703
15 August 2028	160.10%	80,051,611
15 August 2029	166.51%	83,253,675
15 August 2030	173.17%	86,583,822
15 August 2031	180.09%	90,047,175
15 August 2032	187.30%	93,649,062
15 August 2033	194.79%	97,395,025
15 August 2034	202.58%	101,290,826
15 August 2035	210.68%	105,342,459
15 August 2036	219.11%	109,556,157

15 August 2037	227.88%	113,938,403
15 August 2038	236.99%	118,495,940
15 August 2039	246.47%	123,235,777
15 August 2040	256.33%	128,165,208
15 August 2041	266.58%	133,291,817
15 August 2042	277.25%	138,623,489
15 August 2043	288.34%	144,168,429
15 August 2044	299.87%	149,935,166
15 August 2045	311.87%	155,932,573

36. Note Accretion Percentages

Valuation Date	Notes Accretion Percentage	Notes Accreted Amount (USD)
15 August 2016	100.00%	50,000,000
15 September 2016	100.33%	50,163,687
15 October 2016	100.66%	50,327,910
15 November 2016	100.99%	50,492,670
15 December 2016	101.32%	50,657,970
15 January 2017	101.65%	50,823,811
15 February 2017	101.98%	50,990,195
15 March 2017	102.31%	51,157,124
15 April 2017	102.65%	51,324,599
15 May 2017	102.99%	51,492,622
15 June 2017	103.32%	51,661,196
15 July 2017	103.66%	51,830,321
15 August 2017	104.00%	52,000,000
15 September 2017	104.34%	52,170,234
15 October 2017	104.68%	52,341,026
15 November 2017	105.02%	52,512,377
15 December 2017	105.37%	52,684,289
15 January 2018	105.71%	52,856,764
15 February 2018	106.06%	53,029,803
15 March 2018	106.41%	53,203,409
15 April 2018	106.76%	53,377,583
15 May 2018	107.10%	53,552,327
15 June 2018	107.46%	53,727,644
15 July 2018	107.81%	53,903,534
15 August 2018	108.16%	54,080,000
15 September 2018	108.51%	54,257,044
15 October 2018	108.87%	54,434,667
15 November 2018	109.23%	54,612,872
15 December 2018	109.58%	54,791,661
15 January 2019	109.94%	54,971,034
15 February 2019	110.30%	55,150,995
15 March 2019	110.66%	55,331,545
15 April 2019	111.03%	55,512,686

15 May 2019	111.39%	55,694,420
15 June 2019	111.75%	55,876,749
15 July 2019	112.12%	56,059,675
15 August 2019	112.49%	56,243,200
15 September 2019	112.85%	56,427,326
15 October 2019	113.22%	56,612,054
15 November 2019	113.59%	56,797,387
15 December 2019	113.97%	56,983,327
15 January 2020	114.34%	57,169,876
15 February 2020	114.71%	57,357,035
15 March 2020	115.09%	57,544,807
15 April 2020	115.47%	57,733,194
15 May 2020	115.84%	57,922,197
15 June 2020	116.22%	58,111,819
15 July 2020	116.60%	58,302,062
15 August 2020	116.99%	58,492,928
15 September 2020	117.37%	58,684,419
15 October 2020	117.75%	58,876,536
15 November 2020	118.14%	59,069,283
15 December 2020	118.53%	59,262,660
15 January 2021	118.91%	59,456,671
15 February 2021	119.30%	59,651,316
15 March 2021	119.69%	59,846,599
15 April 2021	120.09%	60,042,521
15 May 2021	120.48%	60,239,085
15 June 2021	120.87%	60,436,292
15 July 2021	121.27%	60,634,145
15 August 2021	121.67%	60,832,645
15 September 2021	122.06%	61,031,795
15 October 2021	122.46%	61,231,598
15 November 2021	122.86%	61,432,054
15 December 2021	123.27%	61,633,166
15 January 2022	123.67%	61,834,937
15 February 2022	124.07%	62,037,369
15 March 2022	124.48%	62,240,463
15 April 2022	124.89%	62,444,222
15 May 2022	125.30%	62,648,648
15 June 2022	125.71%	62,853,744
15 July 2022	126.12%	63,059,510
15 August 2022	126.53%	63,265,951
15 September 2022	126.95%	63,473,067
15 October 2022	127.36%	63,680,861
15 November 2022	127.78%	63,889,336
15 December 2022	128.20%	64,098,493
15 January 2023	128.62%	64,308,335
15 February 2023	129.04%	64,518,864
15 March 2023	129.46%	64,730,082
15 April 2023	129.88%	64,941,991

15 May 2023	130.31%	65,154,594
15 June 2023	130.74%	65,367,893
15 July 2023	131.16%	65,581,891
15 August 2023	131.59%	65,796,589
15 September 2023	132.02%	66,011,990
15 October 2023	132.46%	66,228,096
15 November 2023	132.89%	66,444,910
15 December 2023	133.32%	66,662,433
15 January 2024	133.76%	66,880,668
15 February 2024	134.20%	67,099,618
15 March 2024	134.64%	67,319,285
15 April 2024	135.08%	67,539,671
15 May 2024	135.52%	67,760,778
15 June 2024	135.97%	67,982,609
15 July 2024	136.41%	68,205,167
15 August 2024	136.86%	68,428,453
15 September 2024	137.30%	68,652,469
15 October 2024	137.75%	68,877,220
15 November 2024	138.21%	69,102,706
15 December 2024	138.66%	69,328,930
15 January 2025	139.11%	69,555,895
15 February 2025	139.57%	69,783,603
15 March 2025	140.02%	70,012,056
15 April 2025	140.48%	70,241,258
15 May 2025	140.94%	70,471,209
15 June 2025	141.40%	70,701,914
15 July 2025	141.87%	70,933,373
15 August 2025	142.33%	71,165,591
15 September 2025	142.80%	71,398,568
15 October 2025	143.26%	71,632,309
15 November 2025	143.73%	71,866,814
15 December 2025	144.20%	72,102,087
15 January 2026	144.68%	72,338,131
15 February 2026	145.15%	72,574,947
15 March 2026	145.63%	72,812,539
15 April 2026	146.10%	73,050,908
15 May 2026	146.58%	73,290,058
15 June 2026	147.06%	73,529,990
15 July 2026	147.54%	73,770,708
15 August 2026	148.02%	74,012,214
15 September 2026	148.51%	74,254,511
15 October 2026	149.00%	74,497,601
15 November 2026	149.48%	74,741,487
15 December 2026	149.97%	74,986,171
15 January 2027	150.46%	75,231,656
15 February 2027	150.96%	75,477,945
15 March 2027	151.45%	75,725,040
15 April 2027	151.95%	75,972,944

15 May 2027	152.44%	76,221,660
15 June 2027	152.94%	76,471,190
15 July 2027	153.44%	76,721,536
15 August 2027	153.95%	76,972,703
15 September 2027	154.45%	77,224,691
15 October 2027	154.96%	77,477,505
15 November 2027	155.46%	77,731,146
15 December 2027	155.97%	77,985,618
15 January 2028	156.48%	78,240,922
15 February 2028	156.99%	78,497,063
15 March 2028	157.51%	78,754,042
15 April 2028	158.02%	79,011,862
15 May 2028	158.54%	79,270,526
15 June 2028	159.06%	79,530,037
15 July 2028	159.58%	79,790,398
15 August 2028	160.10%	80,051,611
15 September 2028	160.63%	80,313,679
15 October 2028	161.15%	80,576,605
15 November 2028	161.68%	80,840,392
15 December 2028	162.21%	81,105,042
15 January 2029	162.74%	81,370,559
15 February 2029	163.27%	81,636,945
15 March 2029	163.81%	81,904,203
15 April 2029	164.34%	82,172,336
15 May 2029	164.88%	82,441,347
15 June 2029	165.42%	82,711,239
15 July 2029	165.96%	82,982,014
15 August 2029	166.51%	83,253,675
15 September 2029	167.05%	83,526,226
15 October 2029	167.60%	83,799,669
15 November 2029	168.15%	84,074,008
15 December 2029	168.70%	84,349,244
15 January 2030	169.25%	84,625,382
15 February 2030	169.80%	84,902,423
15 March 2030	170.36%	85,180,371
15 April 2030	170.92%	85,459,230
15 May 2030	171.48%	85,739,001
15 June 2030	172.04%	86,019,688
15 July 2030	172.60%	86,301,294
15 August 2030	173.17%	86,583,822
15 September 2030	173.73%	86,867,275
15 October 2030	174.30%	87,151,656
15 November 2030	174.87%	87,436,968
15 December 2030	175.45%	87,723,214
15 January 2031	176.02%	88,010,397
15 February 2031	176.60%	88,298,520
15 March 2031	177.18%	88,587,586
15 April 2031	177.76%	88,877,599

15 May 2031	178.34%	89,168,561
15 June 2031	178.92%	89,460,476
15 July 2031	179.51%	89,753,346
15 August 2031	180.09%	90,047,175
15 September 2031	180.68%	90,341,966
15 October 2031	181.28%	90,637,722
15 November 2031	181.87%	90,934,447
15 December 2031	182.46%	91,232,142
15 January 2032	183.06%	91,530,813
15 February 2032	183.66%	91,830,461
15 March 2032	184.26%	92,131,090
15 April 2032	184.87%	92,432,703
15 May 2032	185.47%	92,735,304
15 June 2032	186.08%	93,038,895
15 July 2032	186.69%	93,343,480
15 August 2032	187.30%	93,649,062
15 September 2032	187.91%	93,955,645
15 October 2032	188.53%	94,263,231
15 November 2032	189.14%	94,571,825
15 December 2032	189.76%	94,881,428
15 January 2033	190.38%	95,192,045
15 February 2033	191.01%	95,503,679
15 March 2033	191.63%	95,816,333
15 April 2033	192.26%	96,130,011
15 May 2033	192.89%	96,444,716
15 June 2033	193.52%	96,760,451
15 July 2033	194.15%	97,077,219
15 August 2033	194.79%	97,395,025
15 September 2033	195.43%	97,713,871
15 October 2033	196.07%	98,033,761
15 November 2033	196.71%	98,354,698
15 December 2033	197.35%	98,676,685
15 January 2034	198.00%	98,999,727
15 February 2034	198.65%	99,323,826
15 March 2034	199.30%	99,648,987
15 April 2034	199.95%	99,975,212
15 May 2034	200.61%	100,302,504
15 June 2034	201.26%	100,630,869
15 July 2034	201.92%	100,960,308
15 August 2034	202.58%	101,290,826
15 September 2034	203.24%	101,622,426
15 October 2034	203.91%	101,955,111
15 November 2034	204.58%	102,288,885
15 December 2034	205.25%	102,623,753
15 January 2035	205.92%	102,959,716
15 February 2035	206.59%	103,296,779
15 March 2035	207.27%	103,634,946
15 April 2035	207.95%	103,974,220

15 May 2035	208.63%	104,314,605
15 June 2035	209.31%	104,656,103
15 July 2035	210.00%	104,998,720
15 August 2035	210.68%	105,342,459
15 September 2035	211.37%	105,687,323
15 October 2035	212.07%	106,033,315
15 November 2035	212.76%	106,380,441
15 December 2035	213.46%	106,728,703
15 January 2036	214.16%	107,078,105
15 February 2036	214.86%	107,428,651
15 March 2036	215.56%	107,780,344
15 April 2036	216.27%	108,133,189
15 May 2036	216.97%	108,487,189
15 June 2036	217.68%	108,842,348
15 July 2036	218.40%	109,198,669
15 August 2036	219.11%	109,556,157
15 September 2036	219.83%	109,914,816
15 October 2036	220.55%	110,274,648
15 November 2036	221.27%	110,635,659
15 December 2036	222.00%	110,997,851
15 January 2037	222.72%	111,361,229
15 February 2037	223.45%	111,725,797
15 March 2037	224.18%	112,091,558
15 April 2037	224.92%	112,458,516
15 May 2037	225.65%	112,826,676
15 June 2037	226.39%	113,196,042
15 July 2037	227.13%	113,566,616
15 August 2037	227.88%	113,938,403
15 September 2037	228.62%	114,311,408
15 October 2037	229.37%	114,685,634
15 November 2037	230.12%	115,061,085
15 December 2037	230.88%	115,437,765
15 January 2038	231.63%	115,815,678
15 February 2038	232.39%	116,194,828
15 March 2038	233.15%	116,575,220
15 April 2038	233.91%	116,956,857
15 May 2038	234.68%	117,339,743
15 June 2038	235.45%	117,723,883
15 July 2038	236.22%	118,109,281
15 August 2038	236.99%	118,495,940
15 September 2038	237.77%	118,883,864
15 October 2038	238.55%	119,273,059
15 November 2038	239.33%	119,663,528
15 December 2038	240.11%	120,055,275
15 January 2039	240.90%	120,448,305
15 February 2039	241.69%	120,842,622
15 March 2039	242.48%	121,238,229
15 April 2039	243.27%	121,635,131

15 May 2039	244.07%	122,033,333
15 June 2039	244.87%	122,432,838
15 July 2039	245.67%	122,833,652
15 August 2039	246.47%	123,235,777
15 September 2039	247.28%	123,639,219
15 October 2039	248.09%	124,043,982
15 November 2039	248.90%	124,450,069
15 December 2039	249.71%	124,857,487
15 January 2040	250.53%	125,266,237
15 February 2040	251.35%	125,676,327
15 March 2040	252.18%	126,087,758
15 April 2040	253.00%	126,500,537
15 May 2040	253.83%	126,914,666
15 June 2040	254.66%	127,330,152
15 July 2040	255.49%	127,746,998
15 August 2040	256.33%	128,165,208
15 September 2040	257.17%	128,584,788
15 October 2040	258.01%	129,005,741
15 November 2040	258.86%	129,428,072
15 December 2040	259.70%	129,851,786
15 January 2041	260.55%	130,276,887
15 February 2041	261.41%	130,703,380
15 March 2041	262.26%	131,131,268
15 April 2041	263.12%	131,560,558
15 May 2041	263.98%	131,991,253
15 June 2041	264.85%	132,423,358
15 July 2041	265.71%	132,856,878
15 August 2041	266.58%	133,291,817
15 September 2041	267.46%	133,728,179
15 October 2041	268.33%	134,165,971
15 November 2041	269.21%	134,605,195
15 December 2041	270.09%	135,045,857
15 January 2042	270.98%	135,487,962
15 February 2042	271.86%	135,931,515
15 March 2042	272.75%	136,376,519
15 April 2042	273.65%	136,822,980
15 May 2042	274.54%	137,270,903
15 June 2042	275.44%	137,720,292
15 July 2042	276.34%	138,171,153
15 August 2042	277.25%	138,623,489
15 September 2042	278.15%	139,077,306
15 October 2042	279.07%	139,532,609
15 November 2042	279.98%	139,989,403
15 December 2042	280.90%	140,447,692
15 January 2043	281.81%	140,907,481
15 February 2043	282.74%	141,368,775
15 March 2043	283.66%	141,831,580
15 April 2043	284.59%	142,295,900

15 May 2043	285.52%	142,761,739
15 June 2043	286.46%	143,229,104
15 July 2043	287.40%	143,697,999
15 August 2043	288.34%	144,168,429
15 September 2043	289.28%	144,640,399
15 October 2043	290.23%	145,113,914
15 November 2043	291.18%	145,588,979
15 December 2043	292.13%	146,065,599
15 January 2044	293.09%	146,543,780
15 February 2044	294.05%	147,023,526
15 March 2044	295.01%	147,504,843
15 April 2044	295.98%	147,987,736
15 May 2044	296.94%	148,472,209
15 June 2044	297.92%	148,958,268
15 July 2044	298.89%	149,445,919
15 August 2044	299.87%	149,935,166
15 September 2044	300.85%	150,426,015
15 October 2044	301.84%	150,918,470
15 November 2044	302.83%	151,412,538
15 December 2044	303.82%	151,908,223
15 January 2045	304.81%	152,405,531
15 February 2045	305.81%	152,904,467
15 March 2045	306.81%	153,405,037
15 April 2045	307.81%	153,907,245
15 May 2045	308.82%	154,411,097
15 June 2045	309.83%	154,916,599
15 July 2045	310.85%	155,423,756
15 August 2045	311.87%	155,932,573
15 September 2045	312.89%	156,443,055
15 October 2045	313.91%	156,955,209
15 November 2045	314.94%	157,469,040
15 December 2045	315.97%	157,984,552
15 January 2046	317.00%	158,501,753
15 February 2046	318.04%	159,020,646
15 March 2046	319.08%	159,541,238
15 April 2046	320.13%	160,063,535
15 May 2046	321.18%	160,587,541
15 June 2046	322.23%	161,113,263
15 July 2046	323.28%	161,640,706
15 August 2046	324.34%	162,169,876

SCHEDULE

SPECIAL CONDITIONS

The following Special Conditions set out herein shall supplement and modify the Terms and Conditions of the Notes. In the event of any inconsistency between the Terms and Conditions and the Special Conditions, the Special Conditions shall prevail and the Terms and Conditions shall be amended and construed accordingly.

1. Issuer Call

Condition 8.9 (*Redemption at the Option of the Issuer and Exercise of Issuer's Options*) shall be deleted in its entirety and replaced with the following:

"8.9 Redemption at the Option of the Issuer and Exercise of Issuer's Options

If the Issuer receives an Optional Early Termination Notice from the Swap Counterparty under Clause 20 of Part 1 of the Schedule to the Swap Agreement (as amended by the Trust Instrument) and the Asset Swap and the Credit Default Swap are to be terminated on the Call Date referred to in that Optional Early Termination Notice in accordance with that Clause, then, on that Call Date, the Issuer shall redeem all but not some only of the Notes, with each Note being redeemed in whole by payment of its *pro rata* share of the Call Accreted Amount as of that Call Date. The Issuer shall give no less than 5 Business Days' notice of such an early redemption to the Trustee, the Noteholders, the Paying Agents and, if the Notes are listed on any stock exchange and the rules and regulations thereof so require, such stock exchange.

"**Call Date**" means 15 August (or if such date is not a Business Day, the immediately following Business Day) in each year from, and including, 15 August 2017 to, and including, 15 August 2045."

2. Noteholder Put

Condition 8.10 (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*) shall be deleted in its entirety and replaced with the following:

"8.10 Redemption at the Option of Noteholders and Exercise of Noteholders' Options

- (A) Prior to the occurrence of an Early Redemption Event and provided that (x) an Event of Default has not occurred and is not outstanding and (y) the Issuer has not on a prior day received an Optional Early Termination Notice from the Swap Counterparty, a holder of 100% of the aggregate outstanding principal amount of the Notes (the "**Sole Noteholder**") (if any) may elect for all of the Notes to be redeemed by the Issuer (a "**Sole Noteholder Put**") by giving: (i) (if the Notes are represented by a Global Note) notice to the Issuer via the relevant Clearing System; and (ii) (whether or not the Notes are represented by a Global Note) written notice (substantially in the form attached as Annex D to the Terms set out in the Trust Instrument or such other form as the Trustee may specify from time to time, a "**Sole Noteholder Put Notice**") to the Issuer, the Swap Counterparty, the Calculation Agent, the Custodian, Fitch, the Paying Agents and the Trustee. Any Sole Noteholder Put Notice must be delivered to all relevant parties not fewer than 30 Business Days immediately prior to the relevant Put Date. In the Sole Noteholder Put Notice, the Sole Noteholder will, *inter alia*, (i) represent that it owns 100% of the outstanding principal amount of the Notes; (ii) represent and warrant to all recipients of the Sole Noteholder Put Notice that it will not transfer the Notes prior to the applicable Put Date; and (iii) indemnify immediately on demand all recipients of the Sole Noteholder Put Notice in respect of all losses, costs and expenses in connection with any transfer of the Notes by the Sole Noteholder.

"**Put Date**" means 15 August (or if such date is not a Business Day, the immediately following Business Day) in each year from, and including, 15 August 2017 to, and including, 15 August 2045.

- (B) Subject as provided below, following the delivery by the Sole Noteholder of a valid Sole Noteholder Put Notice, the Notes will be redeemed on the relevant Put Date by:
- (a) Delivery of all of the Notes Collateral to the Sole Noteholder; and

- (b) novation of the Swap Agreement (after its amendment as referred to below), at the cost of the Sole Noteholder, from the Issuer to the Sole Noteholder,

in each case subject to the conditions precedent that (i) Equivalent Credit Support in respect of all of the CSA Collateral has been delivered to the Swap Counterparty pursuant to the terms of the CSA; (ii); no Early Redemption Event or Event of Default occurs prior to the Put Date; and (iii) the terms of the novation (and any amendments to the Swap Agreement) have been agreed between the Sole Noteholder, the Issuer and the Swap Counterparty (in each case, such agreement not to be unreasonably withheld, but provided that the Swap Counterparty will not be acting unreasonably if it refuses to agree on the basis of its internal credit policies, available trading lines and/or reputational risk guidelines), taking into account the commercial effect of the Swap Agreement prior to the novation and that the Notes will be redeemed following the novation.

Without limitation to the generality of the above, prior to the novation taking effect, the Swap Agreement shall be amended (amongst any other amendments which may be agreed) by terminating the CSA (such that, following the novation, the amended Swap Agreement between the Swap Counterparty and the Sole Noteholder will not be supplemented by the CSA).

- (C) If (i) the Swap Counterparty, the Issuer and the Sole Noteholder have not agreed to the terms of the novation of the Swap Agreement within 10 Business Days after delivery of the Sole Noteholder Put Notice; or (ii) an Early Redemption Event occurs or an Event of Default prior to the Put Date; or (iii) the Sole Noteholder fails to give a valid Asset Transfer Notice on or prior to the Business Day falling 20 Business Days prior to the relevant Put Date; or (iv) all of the Notes Collateral cannot be Delivered for any reason to the Sole Noteholder on the Put Date, the Sole Noteholder Put Notice will be deemed to be ineffective and to have never been delivered to the relevant parties, and the Calculation Agent shall give notice thereof to the Trustee and the Paying Agents.
- (D) In order to obtain Delivery of the Notes Collateral as set out in sub-paragraph (B)(a) above, the Sole Noteholder must:
 - (a) if the Notes are represented by a Global Note, deliver to the relevant Clearing System, with a copy to the Issuer, the Swap Counterparty, the Custodian, the Trustee, the Agent and the Calculation Agent not later than the close of business in each place of reception on the Business Day falling 20 Business Days prior to the relevant Put Date, a duly completed Asset Transfer Notice (in the form set out in Annex C to the Terms set out in the Trust Instrument); and
 - (b) if the Notes are in definitive form, deliver to any Paying Agent, with a copy to the Issuer, the Swap Counterparty, the Custodian, the Trustee, the Agent and the Calculation Agent not later than close of business in each place of reception on the Business Day falling 20 Business Days prior to the relevant Put Date, a duly completed Asset Transfer Notice together with such definitive Notes (in the form set out in Annex C to the Terms set out in the Trust Instrument).
- (E) If the Notes are to be redeemed as provided in sub-paragraph (B) above, then, subject as provided below, the Custodian (on behalf of the Issuer) shall Deliver the Notes Collateral to the Sole Noteholder on or prior to the relevant Put Date.
- (F) Delivery of the Notes Collateral and novation of the Asset Swap as set forth above shall be in full and final satisfaction of all claims accruing at any time in respect of the Notes, whether before or after the date of such Delivery and novation, and the Issuer shall have no further obligations under the Notes.
- (G) An Asset Transfer Notice shall be irrevocable and may only be delivered:
 - (a) if the Notes are represented by a Global Note, in such manner as is acceptable to the relevant Clearing System; or
 - (b) if the Notes are in definitive form, in writing together with all definitive Notes.
- (H) An Asset Transfer Notice must:

- (a) specify the name and address of the Sole Noteholder, the person from whom the Issuer may obtain details for the Delivery of the Notes Collateral and any details required for Delivery of the Notes Collateral;
 - (b) if the Notes are represented by a Global Note, specify the number of the Sole Noteholder's account at the relevant Clearing System to be debited with the Notes and irrevocably instruct and authorise the relevant Clearing System to debit the Sole Noteholder's account with the Notes on or before the Put Date;
 - (c) include an undertaking to pay all Delivery Expenses and, if the Notes are represented by a Global Note, an authority to debit a specified account of the Sole Noteholder at the relevant Clearing System in respect thereof and to pay such Delivery Expenses;
 - (d) specify an account to which any cash amounts specified in the Terms as being payable are to be paid; and
 - (e) authorise the production of such notice in any applicable administrative or legal proceedings.
- (I) No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.
- (J) If the Notes are represented by a Global Note, upon receipt of an Asset Transfer Notice, the relevant Clearing System shall verify that the person specified therein as the Sole Noteholder is the holder of 100% of the Notes according to its books.
- (K) Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Terms shall be made, in the case of the Notes represented by a Global Note, by the relevant Clearing System after consultation with the Calculation Agent and, in the case of Notes in definitive form, by the relevant Paying Agent after consultation with the Calculation Agent, and (in each case) shall be conclusive and binding on the Issuer and the relevant Noteholder.
- (L) Delivery of the Notes Collateral shall be made at the risk of the Sole Noteholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Sole Noteholder in the Asset Transfer Notice.
- (M) If the Sole Noteholder fails to give an Asset Transfer Notice as provided herein on or prior to the Business Day falling 20 Business Days prior to the relevant Put Date, the provisions of sub-paragraph (C) above shall apply.
- (N) All Delivery Expenses arising from the Delivery of the Notes Collateral shall be for the account of the Sole Noteholder and no delivery of the Notes Collateral shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the Sole Noteholder.
- "Delivery Expenses"** means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, fees, duties or taxes (including legal and other ancillary costs) arising from the delivery of the Notes Collateral.
- (O) After Delivery of the Notes Collateral and for such period as any person other than the Sole Noteholder shall continue to be the legal owner of any assets comprising the Notes Collateral (the **"Intervening Period"**), none of the Issuer, the Calculation Agent nor any other person shall at any time (x) be under any obligation to deliver or procure delivery to the Sole Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of the securities or obligations included in such Notes Collateral, (y) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations included in such Notes Collateral or (z) be under any liability to the Sole Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations included in such Notes Collateral.

- (P) To the extent that the Notes Collateral consists of an amount of cash, Delivery shall occur by payment of an amount equal to that cash amount.
- (Q) Notwithstanding any other provision of the Conditions, if all of the Notes Collateral cannot be Delivered for any reason to the Sole Noteholder on the Put Date, no Notes Collateral will be Delivered by the Issuer and the provisions of sub-paragraph (C) above will apply

3. Tax

All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any tax unless such withholding or deduction is required by law. For the avoidance of doubt, the Issuer shall not be required to gross up any payments on account of tax unless so required by law or any relevant taxing authority. Any such withholding or deduction shall not constitute an Event of Default under Condition 11 (*Events of Default*) or otherwise lead to an early redemption of the Notes.

4. Transfer

Each purchaser or holder of Notes or any beneficial interest therein, by its acquisition or acceptance thereof, will be deemed to undertake to the Issuer that it will not transfer the Notes or any interest in the Notes, in whole or in part, to any person unless it has given at least five Business Days' prior written notice of such transfer to the Issuer.

ANNEX A – ASSET SWAP CONFIRMATION

ASSET SWAP CONFIRMATION

**Deutsche Bank
Aktiengesellschaft**

Date: 16 August 2016

To: Eirles Two Limited

Attention: The Directors

From: Deutsche Bank AG, London Branch (in its capacity as Swap Counterparty)

Re: Asset Swap Transaction – Eirles Two Limited – Series 371 USD 50,000,000 Zero Coupon Collateralised Credit-Linked Notes due 2046 (the Notes) (ISIN: XS1463145893)

Dear Sirs:

The purpose of this letter (this **Confirmation**) is to confirm the terms and conditions of the single Transaction entered into between Deutsche Bank AG, London Branch (**Party A**) and Eirles Two Limited (**Party B**) on the Trade Date specified below (the **Transaction**). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

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

For the purposes of this Confirmation, all references in the Definitions and the Agreement (as defined below) to a "Swap Transaction" shall be deemed to apply to the Transaction referred to herein.

This Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of 16 August 2016 (as the same may be amended, modified or supplemented from time to time, the **Agreement**) entered into between Party A and Party B by their execution of the Trust Instrument (as the same may be amended, modified or supplemented from time to time, the **Trust Instrument**) dated 16 August 2016 between, *inter alios*, Party A, Party B and Deutsche Trustee Company Limited. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

Capitalised terms neither defined in this Confirmation nor in the Definitions shall have the meanings given to them in the terms and conditions of the Notes (including the Special Conditions in Schedule 1 to the Terms) (as the same may be amended, modified or supplemented from time to time, the **Conditions**) and as set out or otherwise incorporated into the Trust Instrument. In the event of any inconsistency between the Definitions and the Trust Instrument, the Trust Instrument shall prevail. References herein to **paragraphs** and **Special Provisions** are to the paragraphs and Special Provisions hereof, unless the context requires otherwise.

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

1. General Terms

Trade Date:	Issue Date.
Effective Date:	Issue Date.
Termination Date:	The Maturity Date (as defined in the Conditions).
Calculation Agent:	Deutsche Bank AG, London Branch.

Business Days: London, New York, Singapore and Sydney.

Business Day Convention: Following.

2. Variable Amounts

Variable Amounts - Party B: Party B shall pay to Party A amounts that are equal to each amount in the nature of interest, principal, redemption proceeds or other distributions which are scheduled or due to be received (or are otherwise actually received) by it in respect of the Notes Collateral from time to time during the Variable Amount Period, in each case by no later than the first Business Day after the day on which it is scheduled or due to receive such amount.

Variable Amounts - Party A: Party A shall pay to Party B an amount equal to any Relevant Principal Amount on the date (if any) falling prior to the maturity date or other date for final redemption of the Notes on which the Custodian on behalf of the Issuer (acting on the directions of the Swap Counterparty) intends to apply such amount towards the purchase of Eligible Securities constituting Substitute Collateral. If no such date occurs, Party A shall have no obligation under this paragraph 2.

Relevant Principal Amount: Any amount in the nature of principal or redemption proceeds: (i) which are scheduled or due to be received (or are otherwise actually received) by Party B in respect of the Notes Collateral from time to time during the Variable Amount Period; and (ii) in respect of which Party B has paid the corresponding amount to Party B pursuant to this paragraph 2.

Variable Amount Period: The period from (and including) the Effective Date to (and including) the Termination Date.

3. Payment and delivery obligations in connection with the redemption of the Notes

3.1 Credit Event Redemption Event

If (but only if) the Notes become subject to mandatory redemption due to the occurrence of a Credit Event Redemption Event, the provisions of this paragraph 3.1 shall apply.

Party A payment obligations: Party A shall pay to Party B:

- (i) on the Auction Settlement Date or the Cash Settlement Date (as applicable) (each as defined in and, if applicable, as determined in accordance with the terms of the Credit Default Swap), an amount equal to the Auction Settlement Amount or the Cash Settlement Amount (as applicable) (each as defined in and, if applicable, as determined in accordance with the terms of the Credit Default Swap); and
- (ii) on the Early Redemption Date, an amount equal to the Credit Event Redemption Amount.

Party B payment and delivery (i) On the Business Day immediately following the day on which Party B receives the proceeds of sale of the Notes

obligations:

Securities Collateral sold on its behalf pursuant to paragraph (8)(A) (*Additional Duties of the Calculation Agent*) of paragraph 32 (*Provisions relating to forced transfer and early redemption*) of the Terms, Party B shall pay to Party A an amount equal to the Notes Collateral Liquidation Proceeds; and

- (ii) On the Early Redemption Date, Party B shall deliver to Party A Equivalent Credit Support in respect of all of the CSA Collateral as of that date.

3.2 Other Early Redemption Events

If (but only if) the Notes become subject to mandatory redemption due to the occurrence of an Early Redemption Event (other than a Credit Event Redemption Event or a Swap Event in circumstances where Party A is the sole Defaulting Party), the provisions of this paragraph 3.2 shall apply.

Party A payment obligations:

Party A shall pay to Party B on the Early Redemption Date an amount in USD that is equal to the aggregate Early Redemption Amount in respect of the Notes.

Party B payment and delivery obligations:

- (i) On the Business Day immediately following the day on which Party B receives the proceeds of sale of the Notes Securities Collateral sold on its behalf pursuant to paragraph (8)(A) (*Additional Duties of the Calculation Agent*) of paragraph 32 (*Provisions relating to forced transfer and early redemption*) of the Terms, Party B shall pay to Party A an amount equal to the Notes Collateral Liquidation Proceeds; and
- (ii) On the Early Redemption Date, Party B shall deliver to Party A Equivalent Credit Support in respect of all of the CSA Collateral as of that date; and
- (iii) Party B shall also pay to Party A (without any double-counting) the sum of any costs, expenses, taxes and duties referred to in sub-paragraph (i) of the definition of "Unwind Costs" in paragraph 32 (*Provisions relating to forced transfer and early redemption*) of the Terms which are incurred by Party A in its capacity as Swap Counterparty.

3.3 Redemption at Maturity

If (but only if) the Notes are to be redeemed in accordance with sub-paragraph (A) of paragraph 13 (*Redemption*) of the Terms, the provisions of this paragraph 3.3 shall apply.

Party A payment obligations:

On the Maturity Date, Party A shall pay to Party B an amount in USD that is equal to the aggregate Redemption Amount in respect of the Notes.

Party B payment and delivery obligations:

On the Maturity Date, Party B shall deliver to Party A: (i) all of the Notes Collateral (or, to the extent applicable (and without any double counting), shall pay to Party A the proceeds of the redemption thereof); and (ii) Equivalent Credit Support in respect of all of the CSA Collateral as of that date.

4. Special Provisions

4.1 *Early Redemption of the Notes*

In the event that an Early Termination Date has been designated (other than due to the occurrence of a Credit Event Redemption Event) in respect of which the Asset Swap is a Terminated Transaction, Party A's Loss in respect of the Asset Swap will be determined as if the Notes would have been redeemed on the Maturity Date, such that paragraph 3.3 above (but not paragraphs 3.1 or 3.2 above) would have been applicable.

In the event that an Early Termination Date has been designated due to the occurrence of a Credit Event Redemption Event in respect of which the Asset Swap is a Terminated Transaction, Party A's Loss in respect of the Asset Swap will be determined on the basis that: (i) the Notes are to be redeemed on the Early Redemption Date due to the occurrence of a Credit Event Redemption Event, such that paragraph 3.1 above (but not paragraph 3.2 or 3.3 above) is applicable; and (ii) all of the obligations of each party under paragraph 3.1 above have been satisfied in full.

Notwithstanding any other provision of the Agreement (except for Clause 3.1 (*Limited Recourse*) in Part 5 of the Schedule to the Agreement, which shall prevail to the extent of any inconsistency), and subject as provided in the paragraph below, any obligation to make a payment or a delivery under paragraph 3.1 or paragraph 3.2 above (to the extent applicable) shall be deemed to comprise a separate and distinct obligation under the Agreement which: (i) does not comprise part of the Transaction confirmed in this Confirmation; (ii) is not affected by Section 6(c)(ii) of the Agreement and instead shall remain outstanding notwithstanding any designation of an Early Termination Date; and (iii) shall not be taken into consideration in calculating any amount payable under Section 6(e) of the Agreement.

To the extent necessary to avoid any double counting, any payment made by Party A (whether or not discharged by way of netting pursuant to Section 2(c) of the Agreement) in respect of paragraph 3.1 or paragraph 3.2 above shall be deemed to also satisfy (in whole or in part, as applicable) Party A's obligation (if any) to make a payment under Section 6(e) of the Agreement (in each case, to the extent that: (i) the amount paid by Party A in respect of paragraph 3.1 or paragraph 3.2 is calculated by reference to the Asset Swap Mark-to-Market Amount, the Credit Default Swap Mark-to-Market Amount and/or the Credit Event Asset Swap Mark-to-Market Amount; and (ii) the aggregate amount payable by Party A under Section 6(e) of the Agreement is determined by reference to Party A's Loss in respect of the Asset Swap and/or the Credit Default Swap).

4.2 *Basis Selection*

For the purposes of Condition 15 (*Further Issues*) of the Notes, Party B shall make the Basis Selection (as therein defined) in such manner as Party A may in its sole and absolute discretion specify.

4.3 *Purchase of Notes*

Party B shall, at any time upon being so required by Party A, purchase the Notes held by Party A in accordance with Condition 8.7 (*Purchases*). The proportion of the Notes being so purchased will be the "**Purchased Proportion**". On the date of such purchase Party B shall (or the Custodian on its behalf shall) deliver to Party A the Purchased Proportion of:

- (i) any Notes Collateral; and
- (ii) Equivalent Credit Support in respect of the CSA Collateral (as of the date of cancellation of the relevant Notes) (rounded down to the nearest denomination of the relevant CSA Collateral if necessary).

Party B's obligation to purchase the Notes in accordance with this paragraph 4.3 shall be conditional upon (1) Party A agreeing to bear and/or pay, and to indemnify Party B against, all costs, expenses and taxes (if any) payable by Party B in connection with such purchase (for the avoidance of doubt, in addition to the payment of any relevant termination payment that may be due from Party A to Party B in accordance with the terms of the Agreement); and (2) Party A delivering a Ratings Notification to the Trustee and Party B in respect of the portion of the Notes (if any) that will remain outstanding following the Purchase of Notes.

Upon such delivery and payment (if any), the Agreement (or pro rata part thereof, as the case may be) will terminate and the obligations of the parties thereunder will terminate (or be reduced pro rata, as the case may be). No payment will be payable by either party under Section 6(e) of the Agreement. The Calculation Agent may, without the consent of Party A, Party B or any other parties, adjust the provisions of this Confirmation and the CSA to reflect such purchase of Notes and to preserve the economic equivalence of the Transaction documented hereunder after such purchase of Notes.

4.4 Representations

- (a) Each party represents and warrants to the other party as of the Trade Date that it is entering into this Transaction for investment, financial intermediation, hedging or other commercial purposes.
- (b) Each party hereby represents and warrants to the other party (except for paragraph 4.4(b)(iv) below where only Party B represents to Party A) as of the Trade Date that:
 - (i) *Non-Reliance.* It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
 - (ii) *Assessment and Understanding.* It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice) and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
 - (iii) *Status of Parties.* The other party is not acting as a fiduciary for or an advisor to it in respect of this Transaction.
 - (iv) *Transactions in the Collateral.* Party B understands that Party A and its successor(s) and its Affiliates may engage in proprietary trading in the Collateral or similar instruments for their own account and that such trading may affect the value of the Collateral.
 - (v) *Concerning the Calculation Agent.* The Calculation Agent is not acting as a fiduciary for or as an advisor to either party in respect of its duties as Calculation Agent in respect of this Transaction and any determination by the Calculation Agent in the course of such duties shall be conclusive and binding on each party (in the absence of manifest error) and no liability shall attach to the Calculation Agent in respect thereof.
- (c) Party B agrees and acknowledges that Party A may hedge its position under this Transaction on a dynamic, static or portfolio basis or in such other manner as it sees fit in its absolute discretion (including by holding a corresponding position in the securities or indices referenced by or underlying this Transaction). Any hedge position established by Party A (or any of its Affiliates) is a position and activity of Party A (or such Affiliate) and neither Party A nor its Affiliates are holding any hedge positions, or engaging in any of its hedging activities, on behalf or for the account of or as agent or fiduciary for Party B, and Party B will not have any direct economic or other interest in, or beneficial ownership of, Party A's hedge positions or hedging activities.

5. Account Details

Account details for Party A:

Correspondent Bank:
Beneficiary:

Banker's Trust Company NY - (Swift Code-BKTRUS33)
Deutsche Bank AG London (DEUTGB2L)

Account number: 04411739

Account details for Party B:

Correspondent Bank:	Banker's Trust Company NY - (Swift Code-BKTRUS33)
Beneficiary:	Deutsche Bank AG London (DEUTGB2L)
Account number:	04411739
For Favour:	Eirles 2-371 - REPEM

and/or such other accounts as shall be advised by one Party to the other as and when necessary.

6. Offices

The Office of Party A for this Transaction is London.

The Office of Party B for this Transaction is Dublin.

7. Calculation Agent

Party A acting reasonably and in good faith according to its customary practices and procedures, provided, however, that absent manifest error, the Calculation Agent's computations hereunder shall be binding for all purposes.

8. Governing Law

This Confirmation (and any non-contractual obligations arising out of or in connection with this Confirmation) shall be governed by and construed in accordance with English law.

**EXECUTION PAGE OF ASSET SWAP CONFIRMATION -
EIRLES TWO LIMITED - SERIES 371**

Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorised officer sign this fax copy and return it by fax to:

Derivatives Documentation

Tel: +44 207 541 6560

Fax: +44 20 7545 1913

Email: derivative.documentation@db.com

Yours sincerely

Deutsche Bank AG, London Branch, in its capacity as Swap Counterparty

By:

By:

Name:

Name:

Confirmed as of the date first written above:

Eirles Two Limited

By:

Name:

ANNEX B – CREDIT DEFAULT SWAP CONFIRMATION

CREDIT DEFAULT SWAP CONFIRMATION

**Deutsche Bank
Aktiengesellschaft**

Date: 16 August 2016

To: Eirles Two Limited

Attention: The Directors

From: Deutsche Bank AG, London Branch (in its capacity as Swap Counterparty)

Re: Credit Default Swap Transaction – Eirles Two Limited – Series 371 USD 50,000,000 Zero Coupon Collateralised Credit-Linked Notes due 2046 (the Notes) (ISIN: XS1463145893)

Dear Sirs:

The purpose of this letter (this **Confirmation**) is to confirm the terms and conditions of the single Transaction entered into between Deutsche Bank AG, London Branch (**Party A**) and Eirles Two Limited (**Party B**) on the Trade Date specified below (the **Transaction**) in consideration of each of Party A and Party B entering into, amongst other things, the Trust Instrument (as defined below) and the Asset Swap (as defined in the Trust Instrument). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2014 ISDA Credit Derivatives Definitions (the **Credit Derivatives Definitions**), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Credit Derivatives Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of 16 August 2016 (as the same may be amended, modified or supplemented from time to time, the **Agreement**) entered into between Party A and Party B by their execution of the Trust Instrument (as the same may be amended, modified or supplemented from time to time, the **Trust Instrument**) dated 16 August 2016 between, *inter alios*, Party A, Party B and Deutsche Trustee Company Limited. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

Capitalised terms neither defined in this Confirmation nor in the Credit Derivatives Definitions shall have the meanings given to them in the terms and conditions of the Notes (including the Special Conditions in Schedule 1 to the Terms) (as the same may be amended, modified or supplemented from time to time, the **Conditions**), as set out or otherwise incorporated into the Trust Instrument. In the event of any inconsistency between the Definitions and the Trust Instrument, the Trust Instrument shall prevail. References herein to **paragraphs** and **Special Provisions** are to the paragraphs and Special Provisions hereof, unless the context requires otherwise.

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

1. **General Terms:**

Trade Date: Issue Date

Effective Date: Issue Date

Scheduled Termination Date: 15 August 2046

Floating Rate Payer:	Party B (the Seller)								
Fixed Rate Payer:	Party A (the Buyer)								
Calculation Agent:	Deutsche Bank AG, London Branch								
Calculation Agent City:	London								
Business Day:	London, New York and Sydney								
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 this Confirmation that falls on a day that is not a Business Day).								
Reference Entity:	National Australia Bank Limited								
Financial Reference Entity Terms:	Applicable								
Standard Reference Obligation:	Applicable								
Seniority Level:	Senior Level								
Reference Obligation:	The obligation identified as follows: <table> <tr> <td>Primary Obligor:</td><td>National Australia Bank Limited</td></tr> <tr> <td>Maturity:</td><td>8 November 2017</td></tr> <tr> <td>Coupon:</td><td>3.625%</td></tr> <tr> <td>ISIN:</td><td>XS0556914520</td></tr> </table>	Primary Obligor:	National Australia Bank Limited	Maturity:	8 November 2017	Coupon:	3.625%	ISIN:	XS0556914520
Primary Obligor:	National Australia Bank Limited								
Maturity:	8 November 2017								
Coupon:	3.625%								
ISIN:	XS0556914520								
All Guarantees:	Applicable.								

2. **Fixed Payments:**

Fixed Amount:	Zero. No amount shall be payable by the Fixed Rate Payer to the Floating Rate Payer in respect of Article XII of the Credit Derivatives Definitions under this Transaction.
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3. **Floating Payment:**

Floating Rate Payer Calculation Amount:	On any date, the relevant Notes Accreted Amount as of that date. For the avoidance of doubt, the Floating Rate Payer Calculation Amount may increase or decrease over time.
Notifying Party:	Buyer or Seller
Notice of Publicly Available Information:	Applicable

Credit Events: The following Credit Events shall apply to this Transaction:

Bankruptcy

Failure to Pay

Grace Period Extension: Not Applicable

Restructuring

Multiple Holder Obligation: Applicable

Mod R: Applicable

Governmental Intervention

Obligation(s): Obligation Category: Borrowed Money

Obligation Characteristics: None

4. **Settlement Terms:**

Settlement Method: Auction Settlement

Fallback Settlement Method: Cash Settlement

Terms Relating to Cash Settlement:

Valuation Obligation Notwithstanding the terms of the Credit Derivatives Definitions, the Buyer may, on or prior to the Valuation Date, select any obligation of the Reference Entity which satisfies the definition of “Deliverable Obligation” as of the Valuation Date (such selected obligation, the “**Valuation Obligation**”) to use for the determination of the “Final Price”. Each reference to "Reference Obligation" in Article VII of the Credit Derivatives Definitions shall be deemed to be a reference to the Valuation Obligation and the Credit Derivatives Definitions shall be interpreted accordingly.

The Buyer shall notify the Calculation Agent of the obligation of the Reference Entity which it selects as the Valuation Obligation.

Valuation Date Single Valuation Date: The Business Day selected by the Buyer falling on or before the 45th Business Day after the date (as determined by the Calculation Agent) as of which the Fallback Settlement Method becomes applicable pursuant to the Credit Derivatives Definitions.

Valuation Time 11:00 a.m. in the principal trading market for the Valuation Obligation

Quotation Method Bid

Quotation Amount Floating Rate Payer Calculation Amount as of the Event Determination Date

Minimum Quotation Amount The lower of (i) USD 1,000,000 (or its equivalent in the relevant Obligation Currency) and (ii) the Quotation Amount

Dealers As selected by the Calculation Agent in its sole and absolute discretion and in a commercially reasonable manner

Cash Settlement Date	Three Business Days
Valuation Method	Highest
Deliverable Obligation(s):	Deliverable Obligation Category: Bond or Loan
	Deliverable Obligation Characteristics:
	Not Subordinated
	Specified Currency: Standard Specified Currencies & Domestic Currency
	Assignable Loan
	Consent Required Loan
	Transferable
	Maximum Maturity: 30 years
	Not Bearer

5. Special Provisions:

Notwithstanding any other provision of the Agreement (except for Clause 3.1 (*Limited Recourse*) in Part 5 of the Schedule to the Agreement, which shall prevail to the extent of any inconsistency), if (but only if) an Early Termination Date is designated under the Agreement after the relevant Event Determination Date, any obligation to make a payment under Section 6.1 (*Auction Settlement*) or Section 7.1 (*Cash Settlement*) shall be deemed to comprise a separate and distinct obligation under the Agreement which: (i) does not comprise part of the Transaction confirmed in this Confirmation; (ii) is not affected by Section 6(c)(ii) of the Agreement and instead shall remain outstanding notwithstanding any designation of an Early Termination Date; and (iii) shall not be taken into consideration in calculating any amount payable under Section 6(e) of the Agreement.

6. Representations:

- (a) Each party represents and warrants to the other party as of the Trade Date that it is entering into this Transaction for investment, financial intermediation, hedging or other commercial purposes.
- (b) Each party hereby represents and warrants to the other party (except for paragraph 6.5(b)(iv) below where only Party B represents to Party A) as of the Trade Date that:
 - (i) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
 - (ii) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice) and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.

- (iii) *Status of Parties.* The other party is not acting as a fiduciary for or an advisor to it in respect of this Transaction.
 - (iv) *Transactions in the Collateral.* Party B understands that Party A and its successor(s) and its Affiliates may engage in proprietary trading in the Collateral or similar instruments for their own account and that such trading may affect the value of the Collateral.
 - (v) *Concerning the Calculation Agent.* The Calculation Agent is not acting as a fiduciary for or as an advisor to either party in respect of its duties as Calculation Agent in respect of this Transaction and any determination by the Calculation Agent in the course of such duties shall be conclusive and binding on each party (in the absence of manifest error) and no liability shall attach to the Calculation Agent in respect thereof.
- (c) *This Transaction is not a contract of insurance.* Each party confirms that this Transaction is not intended to be and does not constitute a contract of surety, insurance, guarantee or indemnity. Each party acknowledges and agrees that the payments to be made by Party B will be made independently and are not conditional upon Party A sustaining or being exposed to risk or loss and that the rights and obligations of the parties hereunder are not dependent upon Party A owning or having any legal, equitable or other interest in the Reference Obligation.

7. Account Details:

Account details for Party A:

Correspondent Bank:	Banker's Trust Company NY - (Swift Code-BKTRUS33)
Beneficiary:	Deutsche Bank AG London (DEUTGB2L)
Account number:	04411739

Account details for Party B:

Correspondent Bank:	Banker's Trust Company NY - (Swift Code-BKTRUS33)
Beneficiary:	Deutsche Bank AG London (DEUTGB2L)
Account number:	04411739
For Favour:	Eirles 2-371 - REPEM

and/or such other accounts as shall be advised by one Party to the other as and when necessary.

8. Offices:

The Office of Party A for this Transaction is London.

The Office of Party B for this Transaction is Dublin.

9. Calculation Agent:

Party A acting reasonably and in good faith according to its customary practices and procedures, provided, however, that absent manifest error, the Calculation Agent's computations hereunder shall be binding for all purposes.

10. Governing Law:

This Confirmation (and any non-contractual obligations arising out of or in connection with this Confirmation) shall be governed by and construed in accordance with English law.

**EXECUTION PAGE OF CREDIT DEFAULT SWAP CONFIRMATION -
EIRLES TWO LIMITED - SERIES 371**

Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorised officer sign this fax copy and return it by fax to:

Derivatives Documentation

Tel: +44 207 541 6560

Fax: +44 20 7545 1913

Email: derivative.documentation@db.com

Yours sincerely

Deutsche Bank AG, London Branch, in its capacity as Swap Counterparty

By:

By:

Name:

Name:

Confirmed as of the date first written above:

Eirles Two Limited

By:

Name:

ANNEX C – FORM OF PARAGRAPH 11 TO THE CREDIT SUPPORT ANNEX

PARAGRAPH 11 TO THE CREDIT SUPPORT ANNEX

(a) Base Currency and Eligible Currency.

- (i) “Base Currency” means United States dollars (“USD”).
- (ii) The definition of “Eligible Currency” in Paragraph 10 is deemed to be deleted.

(b) Credit Support Obligations.

(i) Delivery Amount, Return Amount and Credit Support Amount.

(A) “**Delivery Amount**” applicable to the Transferor for any Valuation Date will equal the greatest of:

- (I) the amount by which (1) the Credit Support Amount exceeds (2) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date); and
- (II) the amount by which (1) the Fitch Credit Support Amount exceeds (2) the Value as of such Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date).

(B) “**Return Amount**” has the meaning specified in Paragraph 2(b) applicable to the Transferor for any Valuation Date will equal the lower of:

- (I) the amount by which (1) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds (2) the Credit Support Amount; and
- (II) the amount by which (1) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in each case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds (2) the Fitch Credit Support Amount.

(C) “**Credit Support Amount**” shall not have the meaning specified in Paragraph 10 and instead means:

- (i) with respect to Party A on a Valuation Date, an amount equal to the Difference Amount as of that Valuation Date; and
- (ii) with respect to Party B, zero at all times.

“**Difference Amount**” means, on any date, the Notes Accreted Amount as of that date minus the Principal Amount.

- (ii) **Eligible Credit Support.** The following items will qualify as “**Eligible Credit Support**” for the party specified:

	Party A	Party B
(A) any US Treasuries (as defined in the	Yes	No

Trust Instrument)

The definition of "Valuation Percentage" in Paragraph 10 shall be deleted in its entirety and replaced with the following:

"**Valuation Percentage**" means, for any item of Eligible Credit Support, subject to Paragraph 11(h)(v):

- (A) for the purposes of sub-paragraphs (A)(II) and (B)(II) of Paragraph 11(b)(i) (and for the purposes of Paragraph 2(a), Paragraph 2(b) and Paragraph 9(a) to the extent that a Delivery Amount or Return Amount, as applicable, calculated in accordance with sub-paragraph (A)(II) or sub-paragraph (B)(II) of Paragraph 11(b)(i) is required to be transferred), the applicable percentage set out in the table below by reference to the then current remaining period until maturity of the applicable US Treasuries:

Remaining period until maturity	Valuation Percentage
< 1 year	98.0%
1 – 3 years	97.0%
3 – 5 years	94.5%
5 – 7 years	94.0%
7 – 10 years	92.5%
10 – 30 years	87.0%

- (B) for all other purposes, 100%.

(iii) **Thresholds.**

- (A) "**Independent Amount**" means with respect to Party A: Not Applicable
"**Independent Amount**" means with respect to Party B: Not Applicable

- (B) "**Threshold**" means with respect to Party A: Not Applicable
"**Threshold**" means with respect to Party B: Infinity

- (C) "**Minimum Transfer Amount**" means with respect to Party A:

- (I) for so long as an Initial Fitch Rating Event or a Subsequent Fitch Rating Event has occurred and is continuing, and Party A has not taken remedial action as contemplated by paragraphs (B)(I), (B)(II) or (B)(III) of Clause 21(i) of Part 5 of the Schedule to this Agreement, USD 100,000; or

- (II) at all other times, USD 250,000.

"**Minimum Transfer Amount**" means with respect to Party B: zero;

- (D) **Rounding.** The Delivery Amount will be rounded up to the nearest integral multiple of USD 10,000. The Return Amount will not be rounded up or down.

(c) **Valuation and Timing.**

- (i) "**Valuation Agent**" means Party A, provided that if Party A is a Defaulting Party under the Agreement, the Valuation Agent shall be a financial institution approved by the Noteholders.

- (ii) "**Valuation Date**" means each of the following dates occurring prior to the redemption of the Notes:

- (I) for so long as an Initial Fitch Rating Event or a Subsequent Fitch Rating Event has occurred and is continuing, and Party A has not taken remedial action as contemplated by paragraphs (B)(I), (B)(II) or (B)(III) of Clause 21(i) of Part 5 of the Schedule to this Agreement, each of: (x) the applicable Trigger Date; and (y) thereafter, each Wednesday (or if such date is not a Business Day, the next following Business Day); or
- (II) at all other times, the 15th day of each month (or if such date is not a Business Day, the next following Business Day).

“**Trigger Date**” means, in respect of an Initial Fitch Rating Event or a Subsequent Fitch Rating Event which has occurred and is continuing, the date which, if it were a Valuation Date, would result in the corresponding Settlement Day falling 14 calendar days after the date on which the Initial Fitch Rating Event or Subsequent Fitch Rating Event first occurred (or, if such 14th calendar day is not a Local Business Day, the immediately preceding Local Business Day).

- (iii) “**Valuation Time**” means:

- [] the close of business in the place of location of the Valuation Agent on the Valuation Date or date of calculation, as applicable;
- [X] the close of business on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable;

provided that the calculations of Value and Exposure will, as far as practicable, be made as of approximately the same time on the same date.

- (iv) “**Notification Time**” means 2:00 p.m., Singapore time, on a Local Business Day.
- (v) **Calculations.** Paragraph 3(b) shall be amended by inserting the words “, Fitch Credit Support Amount” after the word “Value”.

- (d) **Exchange Date.** “**Exchange Date**” has the meaning specified in Paragraph 3(c)(ii). Provided that Party A has provided Fitch and the Trustee with prior written notice of any proposed exchange, the consent of the Transferee will not be unreasonably withheld or delayed in respect of any proposed exchange pursuant to Paragraph 3(c) and, for the avoidance of doubt, the consent or approval of the Trustee nor the Noteholders shall not be required, with respect to any such proposed exchange.

- (e) **Dispute Resolution.**

- (i) “**Resolution Time**” means 1.00 p.m., Singapore time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.
- (ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as set forth for other purposes in Paragraph 10.
- (iii) **Alternative.** The provisions of Paragraph 4 will apply.

- (f) **Distributions and Interest Amount.**

- (i) **Interest Rate.** The “Interest Rate” will be deemed to be zero.
- (ii) **Transfer of Interest Amount.** Not applicable.
- (iii) **Alternative to Interest Amount.** Not applicable.

- (g) **Addresses for Transfers.**

Party A:

Deutsche Bank AG, Singapore Branch

One Raffles Quay, South Tower, Singapore 048583

Attention: Collateral Management

Tel: 65 6423 8177

Fax: 65 6423 5263

E-mail: cmv.sp@db.com

Deutsche Bank AG, Tokyo Branch

Sanno Park Tower

11-1 Nagatacho 2-chome

Chiyoda-ku, Tokyo 100-6171

Attention: Collateral Management

Tel: 81 3 5156 4581

Fax: 81 3 5156 4048

E-mail: cm.tok@db.com

Party B:

Eirles Two Limited

6th Floor, Pinnacle 2

Eastpoint Business Park

Dublin 3

Ireland

Attention: The Directors.

Tel: +353(0) 1 680 6000

Fax: +353(0) 1 680 6050

(h) Other Provisions

- (i) Capitalised terms not otherwise defined herein shall have the same meaning as set out in the trust instrument dated 16 August 2016 between, *inter alios*, Party A and Party B that constitutes the Agreement and Schedule to which this Credit Support Annex is supplemental.
- (ii) For the avoidance of doubt it is agreed by the parties that all references in this Annex to the "Transferee" will be to Party B and all corresponding references to "the Transferor" will be to Party A, and that notwithstanding Paragraph 2(a) Party B shall not be required to transfer any Delivery Amount to Party A.
- (iii) Paragraph 6 is deleted in its entirety and replaced with the following:

"Paragraph 6. Redemption of the Notes

If an Early Redemption Event (other than a Swap Event where Party A is the sole Defaulting Party) or a Call Date or the Maturity Date occurs, Party B's obligations that would otherwise arise under Paragraph 2(b) (*Return Amount*) shall be deemed to be satisfied by Party B satisfying its delivery obligations under the terms of the Asset Swap or Clause 20 of Part 1 of the Schedule to the Agreement (as applicable).

This paragraph is without prejudice to any obligations arising in respect of the Asset Swap or Clause 20 of Part 1 of the Schedule to the Agreement.

Following the occurrence of a Swap Event where Party A is the sole Defaulting Party, Party B's Loss in respect of the Transaction constituted by this Annex will be determined in accordance with Clause 19 of Part 1 of the Schedule to this Agreement, and Party B shall separately perform its delivery obligations arising under the Notes."

- (iv) If (but only if) the Notes are to be redeemed in accordance with paragraph 2 (*Noteholder Put*) of the Special Conditions, on or prior to the Business Day immediately prior to the Put Date, Party B shall

deliver to Party A Equivalent Credit Support in respect of all of the CSA Collateral as of the date of delivery and, from such date, the Credit Support Amount in respect of Party A shall be zero at all times.

- (v) Notwithstanding any other provision of this Annex, for the purposes of any delivery of Equivalent Credit Support by Party B to Party A in connection with any redemption or cancellation of the Notes, the Valuation Percentage of all CSA Collateral will be 100%.
- (vi) The final paragraph of Paragraph 3(a) is deleted in its entirety and replaced with the following:

 “Subject to Paragraph 4 and unless otherwise specified, a demand for the transfer of Eligible Credit Support or Equivalent Credit Support shall be deemed to have been made by the Transferee or the Transferor, as applicable, and received by the other party immediately prior to the Notification Time on each Valuation Date, and the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is deemed to have been received.”
- (vii) For the avoidance of doubt, Party A's Exposure at any time prior to the redemption of the Notes will be equal to the Difference Amount at such time.
- (viii) The following definition is inserted immediately before the definition of "Independent Amount" in Paragraph 10:

"Fitch Credit Support Amount" means with respect to Party A on a Valuation Date:

- (I) if the Notes are rated by Fitch, for so long as an Initial Fitch Rating Event or a Subsequent Fitch Rating Event has occurred and is continuing, and Party A has not taken remedial action as contemplated by paragraphs (B)(I), (B)(II) or (B)(III) of Clause 21(i) of Part 5 of the Schedule to this Agreement:
 - (A) if (x) a Fitch Relevant Entity has the Fitch Formula 1 Ratings and (y) the applicable Trigger Date has occurred, an amount calculated in accordance with Formula 1; or
 - (B) if (x) no Fitch Relevant Entity has the Fitch Formula 1 Ratings but a Fitch Relevant Entity has the Fitch Formula 2 Ratings and (y) the applicable Trigger Date has occurred, an amount calculated in accordance with Formula 2; or
- (II) at any other time (and/or if the Notes are not rated by Fitch), zero,

where:

BLA means 25%;

An entity will have the **Fitch Formula 1 Ratings** or **Fitch Formula 2 Ratings** (as applicable) if either its Long-Term Rating or, if applicable, its short-term issuer default rating from Fitch are at or above the relevant levels set out in the following table:

Fitch Formula 1 Ratings	Fitch Formula 2 Ratings
BBB- or F3	BB+

Fitch Relevant Entity means Party A or any Credit Support Provider from time to time in respect of Party A;

Formula 1 means the following formula:
 $\max [MV + (LA \times VC \times 60\% \times \text{Notional}); 0];$

Formula 2 means the following formula:

$\max [MV + (LA \times VC \times \text{Notional}); 0];$

LA is equal to $(1 + BLA) \times (1 + \max [0\%; 5\% \times (WAL - 20)]);$

Long-Term Rating means: (i) if the relevant entity has a Derivative Counterparty Rating (**DCR**) from Fitch, that DCR; or (B) otherwise, the relevant entity's long-term issuer default rating from Fitch;

max means maximum;

MV means the Transferee's Exposure;

Notional means, at any time, the Notes Accreted Amount at such time;

VC means the applicable volatility cushion as determined by reference to the table below (by reference to the then current WAL):

WAL (years)	<1	1-3	3-5	5-7	7-10	10-20	20-50
VC (%)	0.50	1.50	2.50	3.00	3.50	4.50	5.50

WAL means, at any time, the weighted average life of the Transactions under the Agreement (other than the Transaction constituted by this Annex) at such time (after taking into account the Swap Counterparty Early Termination Option in Clause 20 in Part 1 of the Schedule to the Agreement).

- (ix) If an Initial Fitch Rating Event or Subsequent Fitch Rating Event has occurred but, on any subsequent date (the **Relevant Date**), either: (a) no Initial Fitch Rating Event or Subsequent Fitch Rating Event is then continuing; or (b) Party A has taken remedial action as contemplated by paragraphs (B)(I), (B)(II) or (B)(III) of Clause 21(i) of Part 5 of the Schedule to this Agreement, a Valuation Date will be deemed to occur on such Relevant Date and, on and from such Relevant Date (until the occurrence of any subsequent Initial Fitch Rating Event or Subsequent Fitch Rating Event), the Fitch Credit Support Amount shall be zero.
- (x) Eligible Credit Support comprised in the Credit Support Balance will be deemed to consist of both: (i) an amount of Eligible Credit Support the Value of which, as of the most recent Valuation Date under the CSA, was equal to the Difference Amount as of that date (**Standard CSA Collateral**); and (ii) such other amount of Eligible Credit Support (if any) that is comprised within the Credit Support Balance as a result of the occurrence (if any) of an Initial Fitch Rating Event or a Subsequent Fitch Rating Event (**Fitch CSA Collateral**), and each obligation relating to Eligible Credit Support and/or Equivalent Credit Support will, where applicable, be deemed to be comprised of two distinct obligations: one in respect of Standard CSA Collateral and one in respect of Fitch CSA Collateral.

Signed for and on behalf of
**DEUTSCHE BANK AG, LONDON
BRANCH**

By: _____

Name: _____

Date: _____

Signed for and on behalf of
EIRLES TWO LIMITED

By: _____

Name: _____

Date: _____

OPERATIONAL AND OTHER INFORMATION

The following information applies to the Notes.

1. ADMISSION TO TRADING, LISTING AND DEALING ARRANGEMENTS

Listing(s) and admission to trading	Application has been made on or after the Issue Date to the Irish Stock Exchange for the Notes to be admitted to the official list of the Irish Stock Exchange and to trading on its regulated market. No assurance can be given that the Notes will be listed, and if listed, that such listing will be maintained for the term of the Notes.
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Regulated markets or equivalent markets on which, to the knowledge of the Issuer, Notes of the same class of the Notes to be offered or admitted to trading are already admitted to trading.	None
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2. RATINGS

The Notes were assigned a rating of "A+sf" on the Issue Date, as provided by Fitch.

There is no guarantee that such rating will be maintained for the term of the Notes.

3. INTEREST OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save for any fees payable to the Arranger, so far as the Issuer is aware, no person involved in the issue or offering of the Notes has an interest material to the issue or the offering.

4. DISTRIBUTION

Method of distribution	Non-syndicated
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If non-syndicated, name of Purchaser:	Deutsche Bank AG, London Branch Winchester House 1 Great Winchester Street London EC2N 2DB
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Stabilisation Manager	None
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Consent to use the Prospectus	The Prospectus may not be used for subsequent offers.
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5. SECURITIES IDENTIFICATION NUMBERS

Common Code	146314589
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ISIN	XS1463145893
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6. **EUROSYSTEM ELIGIBILITY OF NGN** Not applicable (Notes are not issued in NGN-format)

THIRD PARTY INFORMATION

7. THIRD PARTY INFORMATION

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted, the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

EXPENSES

The expenses related to the admission to trading of the Notes on the Irish Stock Exchange are estimated to be EUR 3,040.

Any associated costs of issuance and ongoing expenses of an administrative nature will be borne by the Arranger.

USE OF PROCEEDS AND REASONS FOR THE OFFER

The net proceeds of the issue of the Notes (being a sum of USD 50,000,000) will be used by the Issuer to acquire the Collateral on the issue date of the Notes.

TAXATION

The section entitled "*Taxation*" of the Base Prospectus is incorporated by reference herein as if set out in full in this Prospectus.

SUMMARY OF PROVISIONS RELATING TO NOTES WHILE IN GLOBAL FORM

The section entitled "*Summary of Provisions Relating to Notes while in Global Form*" of the Base Prospectus is incorporated by reference herein as if set out in full in this Prospectus.

INFORMATION CONCERNING THE TRUST INSTRUMENT

The section entitled "*Further Information Concerning the Trust Instrument*" of the Base Prospectus is incorporated by reference herein as if set out in full in this Prospectus.

INFORMATION CONCERNING THE ISSUER

The descriptions of and information in respect of the Issuer set out in the Base Prospectus (including in the section entitled "*Description of the Issuer*") are incorporated by reference herein as if set out in full in this Prospectus.

The issue of the Notes has been authorised by a resolution of the board of directors of the Issuer passed on 15 August 2016.

As at the date of this Prospectus, save for issuances of any notes pursuant to the Programme, the Issuer has no borrowings or indebtedness in the nature of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Save as for issuances of notes, there has been no significant change in the financial or trading position of the Issuer since 31 December 2015 and there has been no material adverse change in the financial position or the prospects of the Issuer since 31 December 2015.

The Issuer is not involved (whether as defendant or otherwise) in, nor does it have knowledge of, any pending or threatened legal, arbitration, administrative or other proceedings that may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer. Furthermore, there have been no legal, arbitration, administrative or other proceedings within the 12 months preceding the date of this Prospectus, and no such proceedings have been concluded during such period, which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer.

INFORMATION CONCERNING THE SWAP COUNTERPARTY AND THE SWAP AGREEMENT

The section entitled "*Information Concerning the Swap Counterparty*" of the Base Prospectus is incorporated by reference herein as if set out in full in this Prospectus.

Upon any early termination of the Swap Agreement, 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) or such termination payment may be used in the calculation of the amount that is payable to Noteholders on an early redemption.

Any termination payment will be based on the total losses, gains and costs of the determining party in connection with the Swap Agreement.

In all cases of early termination occurring other than by reason of a default by the Swap Counterparty (in which case the determination will be made by the Issuer), the termination payment will be determined by the Swap Counterparty on the basis of the Swap Counterparty's determination of its total losses and costs in connection with the Swap Agreement. There is no assurance that any termination payment payable under the Swap Agreement by the Swap Counterparty (if any) to the Issuer will be sufficient to repay the principal amount due to be paid in respect of the Notes and any other amounts in respect thereof that are due.

The above summary is qualified in its entirety by the terms of the Swap Agreement.

INFORMATION CONCERNING THE COLLATERAL

The information in this section has been extracted from the website of the issuer of the Collateral (www.treasurydirect.gov). Such information has been accurately reproduced and, as far as the Issuer is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Purchasers of Notes should conduct their own independent investigation and analysis regarding the Collateral and all other assets which may from time to time comprise the Collateral and the issuer(s) of any assets which may comprise the Collateral and all other obligors in respect of any such Collateral assets.

The attention of investors is drawn to the section headed "Risk Factors" on page 6 of this Prospectus.

Details of the initial Collateral are as follows:

Issuer:	United States Department of the Treasury
Address of Issuer:	1500 Pennsylvania Avenue, N.W. Washington D.C. 20220 United States of America
Maturity date:	15 August 2046
Interest basis:	Fixed rate 2.250% per annum
ISIN:	US912810RT79
Legislation pursuant to which the Collateral is issued:	United States Code of Federal Regulations (CFR): Title 31, Subtitle B, Chapter II, Subchapter A (Bureau of the Fiscal Service)
Regulated or Equivalent Market on which the Issuer of the Collateral has securities admitted to trading:	Securities issued by the United States Department of the Treasury can be bought, sold or transferred by way of a public auction system run by the United States Department of the Treasury called Treasury Direct. Individual and institutional investors may participate in such auctions. Auctions take place regularly and are announced in advance in major newspapers and by way of a press release.

Further information in relation to the initial Collateral is available from the website of the issuer of the Collateral (www.treasurydirect.gov).

INFORMATION CONCERNING THE REFERENCE ENTITY

The information in this section has been extracted from the website of the Reference Entity (www.nab.com.au). Such information has been accurately reproduced and, as far as the Issuer is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Purchasers of Notes should conduct their own independent investigation and analysis regarding the Reference Entity.

Details of the Reference Entity are as follows:

Legal name:	National Australia Bank Limited
Address:	800 Bourke Street, Docklands Melbourne, Victoria 3008Australia
Country of incorporation:	Australia
Nature of business:	Banking and financial services
A market on which securities of National Australia Bank Limited are traded:	National Australia Bank Limited has securities admitted to trading on the regulated market of the Luxembourg Stock Exchange

Further information in relation to the Reference Entity is available from the website of the Reference Entity (www.nab.com.au).

INFORMATION CONCERNING THE CALCULATION AGENT

The Calculation Agent is Deutsche Bank AG, London Branch (the "**Calculation Agent**") which is the London branch of Deutsche Bank Aktiengesellschaft ("**DB AG**"). The Calculation Agent's address is Winchester House, 1 Great Winchester Street, London, EC2N 2DB. DB AG is the parent company of a group consisting of banks, capital market companies, fund management companies, a property finance company, instalment financing companies, research and consultancy companies and other domestic and foreign companies.

Business Activities

The objects of DB AG, as laid down in its articles of association, include the transaction of all kinds of banking business, the provision of financial and other services and the promotion of international economic relations. DB AG may realise these objectives itself or through subsidiaries and affiliated companies.

Calculation Agent's Responsibilities

The Calculation Agent is responsible for making any determination or calculation required pursuant to the Terms and Conditions of the Notes. Once a determination or calculation is made, the Calculation Agent is responsible for notifying the Issuer, the Trustee, the Agent, each Paying Agent, the Noteholders, the Arranger and such other persons as may be required by the Terms and Conditions of the Notes.

Termination and Appointment of Calculation Agent

The appointment of the Calculation Agent will terminate if the Calculation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or if a resolution is passed or an order made for the winding up or dissolution of the Calculation Agent.

The Issuer may appoint a Calculation Agent and/or terminate the appointment of any Calculation Agent by giving at least 60 days' notice to that effect provided that no such termination of the appointment of the Calculation Agent shall take effect until a successor has been appointed and provided further that no such termination shall take effect if as a result of such termination there would cease to be a Calculation Agent. The Issuer will obtain the prior written approval of the Trustee to any appointment or termination by it and take appropriate steps to notify any such appointment or termination to the holders of the Notes.

SUBSCRIPTION AND SALE AND TRANSFER RESTRICTIONS

The Issuer has entered into a purchase agreement with the Arranger in respect of the issue of the Notes (the "**Purchase Agreement**"), pursuant to which the Arranger has agreed, amongst other things, to procure one or more purchasers of the Notes.

1. General

No action has been or will be taken in any jurisdiction by the Arranger or the Issuer that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus, or any part thereof, or this Prospectus, as the case may be, or any other offering or publicity material relating to the Notes, in any country or jurisdiction where action for that purpose is required.

The Arranger will, to the best of its knowledge, comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells, or delivers Notes or has in its possession or distributes the Base Prospectus, or any part thereof, or this Prospectus, as the case may be, or any such other offering material, in all cases at its own expense, unless otherwise agreed. The Arranger will also ensure that no obligations are imposed on the Issuer in any such jurisdiction as a result of any of the foregoing actions (except to the extent that such actions are the actions of the Issuer) (but not the Arranger acting as the agent of the Issuer). The Issuer will not have any responsibility for, and the Arranger will obtain any consent, approval or permission required by it for, the acquisition, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in or from which it may make any acquisition, offer, sale or delivery.

2. United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or under the securities law of any state or political sub-division of the United States. No person has registered nor will register as a commodity pool operator of the Issuer under the United States Commodity Exchange Act of 1936, as amended (the "**CEA**") and the rules thereunder (the "**CFTC Rules**") of the Commodity Futures Trading Commission (the "**CFTC**"), and the Issuer has not been and will not be registered under the United States Investment Company Act of 1940, as amended, nor under any other United States federal laws. The Notes are being offered and sold in reliance on an exemption from the registration requirements of the Securities Act pursuant to Regulation S thereunder ("**Regulation S**").

In addition, each purchaser or holder of a Note shall be deemed to have represented by such purchase and or/holding that it is not a Benefit Plan Investor, is not using the assets of a Benefit Plan Investor to acquire the Notes, and shall not at any time hold such Notes for or on behalf of a Benefit Plan Investor. For the purposes of this Prospectus, "**Benefit Plan Investor**" means (a) an employee benefit plan (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, (b) a plan described in Section 4975(e)(1) of the Internal Revenue Code or (c) any entity whose underlying assets include plan assets by reason of plan's investment in the entity under U.S. Department of Labor Regulations 2510.3 101 (29 C.F.R. 2510.3 101).

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations.

Bearer Notes or Alternative Investments are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations.

Notes may not be offered, sold, pledged or otherwise transferred except (i) in an "Offshore Transaction" (as such term is defined under Regulation S) and (ii) to or for the account or benefit of a Permitted Transferee.

The following definitions shall apply for the purposes of this United States selling and transfer restriction:

"**Permitted Transferee**" means any person who is not:

- (a) a U.S. person as defined in Rule 902(k)(1) of Regulation S; or

- (b) a person who comes within any definition of U.S. person for the purposes of the CEA or any CFTC rule, guidance or order proposed or issued under the CEA (for the avoidance of doubt, any person who is not a "Non-United States person" as such term is defined under CFTC Rule 4.7(a)(1)(iv), but excluding, for purposes of subsection (D) thereof, the exception for qualified eligible persons who are not "Non-United States persons", shall be considered a U.S. person).

Transfers of Notes within the United States or to any person other than a Permitted Transferee are prohibited. Any transfer of Notes to a person other than a Permitted Transferee (a "**Non-Permitted Transferee**") will be void ab initio and of no legal effect whatsoever. Accordingly, any purported transferee of any legal or beneficial ownership interest in a Note in such a transaction will not be entitled to any rights as a legal or beneficial owner of such interest in such Note. The Issuer shall have the right at any time after becoming aware that any legal or beneficial ownership interest in a Note is held by a Non-Permitted Transferee to require such Non-Permitted Transferee to sell such interest to (i) an affiliate of the Issuer (to the extent permitted by applicable law); or (ii) a person who is not a Non-Permitted Transferee, in each case in accordance with Condition 8.3 (*Forced transfer at option of the Issuer on void transfer or other disposition*).

The foregoing restrictions on the offer, sale, pledge or other transfer of Notes to a Non-Permitted Transferee may adversely affect the ability of an investor in the Notes to dispose of the Notes in the secondary market, if any, and significantly reduce the liquidity of the Notes. As a result, the value of the Notes may be materially adversely affected.

As defined in Rule 902(k)(1) of Regulation S, "**U.S. person**" means:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organized or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
 - (i) organized or incorporated under the laws of any foreign jurisdiction; and
 - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in §230.501(a)) who are not natural persons, estates or trusts.

As defined in CFTC Rule 4.7, modified as indicated above, "**Non-United States person**" means:

- (a) a natural person who is not a resident of the United States;
- (b) a partnership, corporation or other entity, other than an entity organized principally for passive investment, organized under the laws of a foreign jurisdiction and which has its principal place of business in a foreign jurisdiction;
- (c) an estate or trust, the income of which is not subject to United States income tax regardless of source;

- (d) an entity organized principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons represent in the aggregate less than 10 per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of part 4 of the Commodity Futures Trading Commission's regulations by virtue of its participants being Non-United States persons; and
- (e) a pension plan for the employees, officers or principals of an entity organized and with its principal place of business outside the United States.

As defined in the CFTC's interpretive guidance and policy statement regarding compliance with certain swap regulations, 78 Fed. Reg. 45292, 316 (Jul. 26, 2013), "**U.S. person**" includes, but is not limited to:

- (a) any natural person who is a resident of the United States;
- (b) any estate of a decedent who was a resident of the United States at the time of death;
- (c) any corporation, partnership, limited liability company, business or other trust, association, joint-stock company, fund or any form of enterprise similar to any of the foregoing (other than an entity described in clauses (d) or (e), below) (a "**legal entity**"), in each case that is organized or incorporated under the laws of a state or other jurisdiction in the United States or having its principal place of business in the United States;
- (d) any pension plan for the employees, officers or principals of a legal entity described in clause (c), unless the pension plan is primarily for foreign employees of such entity;
- (e) any trust governed by the laws of a state or other jurisdiction in the United States, if a court within the United States is able to exercise primary supervision over the administration of the trust;
- (f) any commodity pool, pooled account, investment fund, or other collective investment vehicle that is not described in clause (c) and that is majority-owned by one or more persons described in clause (a), (b), (c), (d), or (e), except any commodity pool, pooled account, investment fund, or other collective investment vehicle that is publicly offered only to non-U.S. persons and not offered to U.S. persons;
- (f) any legal entity (other than a limited liability company, limited liability partnership or similar entity where all of the owners of the entity have limited liability) that is directly or indirectly majority-owned by one or more persons described in clause (a), (b), (c), (d), or (e) and in which such person(s) bears unlimited responsibility for the obligations and liabilities of the legal entity; and
- (g) an individual account or joint account (discretionary or not) where the beneficial owner (or one of the beneficial owners in the case of a joint account) is a person described in clause (a), (b), (c), (d), (e), (f), or (g).

Each prospective purchaser of the Notes, by accepting delivery of the Base Prospectus and/or this Prospectus, any issue documentation relating to the Notes, and each transferee of the Notes by accepting the transfer of the Notes, will be deemed to have represented and agreed as follows:

- (a) it understands that the Notes have not been and will not be registered under the Securities Act and agrees that it will not, at any time during the term of the Notes, offer, sell, pledge or otherwise transfer the Notes, except in an "Offshore Transaction" (as such term is defined under Regulation S) to or for the account of a Permitted Transferee;
- (b) it understands and acknowledges that no person has registered nor will register as a commodity pool operator of the Issuer under the CEA and the CEA Rules;

- (c) (i) it is a Permitted Transferee and (ii) if it is acting for the account or benefit of another person, such other person is also a Permitted Transferee;
- (d) it understands and agrees that the Issuer has the right to compel any legal or beneficial owner of an interest in the Notes to certify periodically that such legal or beneficial owner is a Permitted Transferee;
- (e) it understands and acknowledges that the Issuer has the right to refuse to honour the transfer of an interest in the Notes in violation of the transfer restrictions applicable to the Notes;
- (f) it understands and acknowledges that the Issuer has the right at any time after becoming aware that any legal or beneficial ownership interest in a Note is held by a Non-Permitted Transferee to require such Non-Permitted Transferee to sell such interest to (i) an affiliate of the Issuer (to the extent permitted by applicable law) or (ii) a person who is not a Non-Permitted Transferee, in each case in accordance with Condition 8.3 (*Forced transfer at option of the Issuer on void transfer or other disposition*);
- (g) it agrees to provide notice of the restrictions set forth herein to any transferee of its interest in the Notes;
- (h) it understands that Notes will bear a legend regarding the restrictions set forth herein; and
- (i) it understands that any purported transfer in violation of the transfer restrictions applicable to the Notes will be void *ab initio* and will not operate to transfer any rights to the Non-Permitted Transferee.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission ("SEC") or any other regulatory agency in the United States, nor has the SEC or any other regulatory agency in the United States passed upon the accuracy or adequacy of this document or the merits of the Notes. Any representation to the contrary is a criminal offence. Furthermore, the Notes do not constitute, and have not been marketed as, contracts for the sale of a commodity for future delivery (or options thereon) subject to the CEA, and neither trading in the Notes nor this document has been approved by the CFTC under the CEA, and no person other than a Permitted Transferee may at any time trade or maintain a position in the Notes.

3. United Kingdom

The Arranger has represented, warranted and agreed in the Purchase Agreement that:

- (i) it has only communicated or caused to be communicated, and it will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("FSMA")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer;
- (ii) in relation to any Notes which must be redeemed before the first anniversary of the date of their issue, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA (and all rules and regulations made pursuant to the FSMA), with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

4. European Economic Area

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

- (a) if the Prospectus in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or the Arranger to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision:

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

5. Taiwan

The Notes have not been and will not be sold, issued or offered directly or indirectly within Taiwan, the Republic of China ("**ROC**"). The Notes may only be made available to ROC investors for purchase outside the ROC. No person or entity has been authorised to offer, sell or give advice regarding or otherwise intermediate the offering and sale of the Notes in the ROC.

6. Hong Kong

In relation to the Notes, the Arranger has represented and agreed in the Purchase Agreement that:

- (a) it has not offered or sold and will not offer or sell in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the "**SFO**") other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO; and
- (c) the Notes have not been authorised by the Hong Kong Securities and Futures Commission.

7. Ireland

The Arranger has represented, warranted and agreed in the Purchase Agreement that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:

- (i) the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules in force and/or issued by the Central Bank of Ireland (the "**Central Bank**") pursuant to Section 1363 of the Companies Act 2014;
- (ii) the Companies Act 2014;
- (iii) the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank;
- (iv) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any Central Bank rules issued and / or in force pursuant to Section 1370 of the Companies Act 2014; and
- (v) the Central Bank Acts 1942 to 2015 (as amended) and any codes of conduct rules made pursuant to Section 117(1) of the Central Bank Act 1989.

8. Singapore

Neither this Prospectus nor the Base Prospectus has been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Arranger has represented and agreed in the Purchase Agreement that neither this Prospectus nor the Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes may be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor under section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person pursuant to section 275(1) of the SFA, or any person pursuant to section 275(1A) of the SFA, and in accordance with the conditions specified in section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

then securities (as defined in section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person defined in section 275(2) of the SFA, or to any person pursuant to an offer referred to in section 275(1A) or section 276(4)(i)(B) of the SFA; or
- (b) where no consideration is or will be given for the transfer; or
- (c) where the transfer is by operation of law; or
- (d) pursuant to section 276(7) of the SFA or Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations.

GENERAL INFORMATION

Clearing Systems

The Notes will initially be represented by interests in a temporary global note in bearer form, without interest coupons, which will be deposited with a common depository on behalf of for Euroclear Bank S.A./N.V., as operator of the Euroclear System or any successor entity thereto ("**Euroclear**") and Clearstream Banking, société anonyme or any successor entity thereto ("**Clearstream, Luxembourg**"). The Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-2967, Luxembourg.

Post-issuance information

The Issuer will not provide any post-issuance information regarding the Notes or the Collateral, except if required by any applicable laws and regulations.

Documents available for inspection

Copies of the following documents will be available for inspection and collection during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer, the specified office of the Principal Paying Agent in London and the specified office of the Paying Agent in Ireland (in each case, as set out in the section entitled "*Names and Address*" below), free of charge, for so long as the Notes shall remain outstanding and, for so long as the Notes remain listed on the Irish Stock Exchange, at the office of the Listing Agent specified on the back page of this Prospectus:

- (i) this Prospectus, the Base Prospectus and any future supplements to the Base Prospectus (and any other documents incorporated herein or therein by reference);
- (ii) the Trust Instrument and any supplemental trust instrument;
- (iii) each document incorporated by reference into the Trust Instrument (including, without limitation, the documents setting out the terms of the Agency Agreement, the Purchase Agreement and the Swap Agreement);
- (iv) the audited annual financial statements of the Issuer in respect of the financial years ended 31 December 2015 and 31 December 2014;
- (v) the unaudited interim financial statements of the Issuer in respect of the period ending on 30 June 2015 and 30 June 2014;
- (vi) the annual financial statements and the quarterly interim financial statements of Deutsche Bank Aktiengesellschaft; and
- (vii) the Issuer's memorandum and articles of association.

NAMES AND ADDRESSES

REGISTERED OFFICE OF THE ISSUER

Eirles Two Limited
6th Floor, Pinnacle 2
Eastpoint Business Park
Dublin 3
Ireland

TRUSTEE

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

**ARRANGER, PURCHASER, SELLING AGENT,
SWAP COUNTERPARTY, CUSTODIAN,
CALCULATION AGENT AND ISSUING AND
PAYING AGENT**

IRISH PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

**Deutsche International Corporate Services (Ireland)
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