

SUPPLEMENT



ALLIED IRISH BANKS, P.L.C.

(a company incorporated with limited liability in Ireland)

€10,000,000,000

Euro Medium Term Note Programme

This base prospectus supplement (the "**Second Supplement**") is supplemental to and should be read in conjunction with the base prospectus dated 21 May 2013 (the "**Base Prospectus**"), as amended by the first supplement to the Base Prospectus dated 18 November 2013 (the "**First Supplement**"), issued for the purposes of giving information with regard to the issue of notes (the "**Notes**") by Allied Irish Banks, p.l.c. (the "**Issuer**") under the Issuer's €10,000,000,000 Euro Medium Term Note Programme (the "**Programme**").

Words and expressions defined in the Base Prospectus shall, unless the context otherwise requires or otherwise defined in this Second Supplement, have the same meaning when used in this Second Supplement. Words and expressions defined in this Second Supplement and also defined in the Base Prospectus and/or the First Supplement shall have the meaning given to them in this Second Supplement. This document constitutes a supplement to the Base Prospectus for the purposes of Directive 2003/71/EC, as amended (the "**Prospectus Directive**") and is issued in accordance with article 16 thereof and regulation 51 of the Prospectus (Directive 2003/71/EC) Regulations 2005, as amended, of Ireland (the "**Irish Prospectus Regulations**"). This Second Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Directive. The Central Bank only approves this Second Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Notes issued under the Programme which are to be admitted to trading on a regulated market for the purposes of Directive 2004/39/EC or which are to be offered to the public in any Member State of the European Economic Area.

For the purposes of part 6 of the Irish Prospectus Regulations, the Issuer accepts responsibility for the information contained in this Second Supplement. The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information in this Second Supplement is, to the best of the knowledge of the Issuer, in accordance with the facts, and does not omit anything likely to affect the import of such information. This declaration is included in this Second Supplement in compliance with items 1.2 of annex IX to Commission Regulation (EC) No. 809/2004, as amended.

The date of this Second Supplement is 28 March 2014.

Upon approval of this Second Supplement by the Central Bank, this Second Supplement will be filed with the Registrar of Companies in Ireland in accordance with regulation 38(1)(b) of the Irish Prospectus Regulations.

To the extent that there is any inconsistency between (a) any statement in, or incorporated by reference in, this Second Supplement (b) any statement in, or incorporated by reference in, the First Supplement, and (c) any statement in, or incorporated by reference in, the Base Prospectus, then (a) will prevail.

Save as disclosed in this Second Supplement, there has been no significant change in the information contained in the Base Prospectus, as supplemented by the First Supplement, and no significant new matter has arisen in relation to the Issuer since 18 November 2013, the date of approval of the First Supplement.

The issue of this Second Supplement was authorised in accordance with resolutions of the Board of Directors of the Issuer on 18 April 2013.

INCORPORATION BY REFERENCE

1. The audited financial statements of the Issuer for the financial year ended 31 December 2013 and the auditor's report dated 4 March 2014 by Deloitte & Touche thereon which have been previously published and have been filed with the Central Bank are incorporated in, and form part of, this Second Supplement save that any statement contained therein shall be deemed to be modified or superseded for the purpose of the Base Prospectus to the extent that a statement contained in any subsequent document which is deemed to be incorporated by reference to the Base Prospectus by virtue of any supplement to the Base Prospectus 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 the Base Prospectus. To the extent the financial report referred to above contains information which is incorporated by reference in that financial report, but is not expressly incorporated by reference in this Second Supplement, that information does not form part of this Second Supplement.
2. The Issuer will provide, without charge, to each person to whom a copy of this Second Supplement has been delivered, upon the request of such person, a copy of the audited financial statements and auditor's report deemed to be incorporated herein by reference unless such audited financial statements or, as applicable, such auditor's report have been modified or superseded as specified above. Requests for such audited financial statements and auditor's report should be directed to the Issuer at its office set out at the end of the Base Prospectus. In addition, the audited financial report and auditor's report will be available (i) in printed form free of charge from the Issuer at its registered office; and (ii) in electronic form free of charge at:

["http://www.aib.ie/servlet/BlobServer/document.pdf?blobkey=id&blobwhere=1391509734902&blobcol=urlfile&blobtable=AIB_Download&blobheader=application/pdf&blobheadername1=Content-Disposition&blobheadervalue1=document.pdf"](http://www.aib.ie/servlet/BlobServer/document.pdf?blobkey=id&blobwhere=1391509734902&blobcol=urlfile&blobtable=AIB_Download&blobheader=application/pdf&blobheadername1=Content-Disposition&blobheadervalue1=document.pdf)

AMENDMENTS TO THE BASE PROSPECTUS

3. At page 26 of the Base Prospectus, the risk factor entitled "*Interest Rate Risks*" shall be amended to read as follows:

"Investment in Fixed Rate Notes or Resettable Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes or Resettable Notes, as the case may be."
4. At the foot of page 27 of the Base Prospectus, after the words "applicable risk-based capital or similar rules." at the end of the risk factor paragraph entitled '*Legal investment considerations may restrict certain investments*', a new risk factor shall be inserted which shall read as follows:

"Resettable Notes

In the case of any Subordinated Notes that are Resettable Notes, the rate of interest on such Resettable Notes will be reset by reference to the then prevailing Mid-Swap Rate, as adjusted for any applicable margin, on the reset dates specified in the relevant Final Terms. This is more particularly described in Condition 3(a) (v) (*Interest on Resettable Notes*) of the Subordinated Notes. The reset of the rate of interest in accordance with such provisions may affect the secondary market for and the market value of such Resettable Notes. Following any such reset of the rate of interest applicable to Resettable Notes, the new rate may be lower than the previous rate of interest. Capitalised terms used in this paragraph but not otherwise defined elsewhere in this Base Prospectus shall have the meanings given to such terms in Condition 3 (g) (*Definitions*) of the Subordinated Notes"

5. At page 28 of the Base Prospectus, under the heading '*Documents Incorporated by Reference*', the existing language shall be deleted and replaced with the following:

"The audited annual consolidated financial statements of the Issuer for each of the financial years ended 31 December 2012 and 31 December 2013, respectively, in each case together with the audit reports thereon, which in each case have been previously published, shall be incorporated in, and form part of, this Base Prospectus, save that any statement contained herein, or in a document all or the relative portion of which is incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any such document, all or the relative portion of which is deemed to be incorporated by reference 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 Base Prospectus.

AIB will provide, without charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the written request of any such person, a copy of any or all of the documents which, or portions of which, are incorporated herein by reference. Written requests for such documents should be directed to AIB at its registered office set out at the end of this Base Prospectus.

The documents referred to above are available electronically on AIB' s website via the following links:

["http://www.aib.ie/servlet/BlobServer/document.pdf?blobkey=id&blobwhere=1363098966072&blobcol=urldata&blobtable=AIB_Download&blobheader=application/pdf&blobheadername1=Content-Disposition&blobheadervalue1=document.pdf"](http://www.aib.ie/servlet/BlobServer/document.pdf?blobkey=id&blobwhere=1363098966072&blobcol=urldata&blobtable=AIB_Download&blobheader=application/pdf&blobheadername1=Content-Disposition&blobheadervalue1=document.pdf)

["http://www.aib.ie/servlet/BlobServer/document.pdf?blobkey=id&blobwhere=1391509734902&blobcol=urldata&blobtable=AIB_Download&blobheader=application/pdf&blobheadername1=Content-Disposition&blobheadervalue1=document.pdf" "](http://www.aib.ie/servlet/BlobServer/document.pdf?blobkey=id&blobwhere=1391509734902&blobcol=urldata&blobtable=AIB_Download&blobheader=application/pdf&blobheadername1=Content-Disposition&blobheadervalue1=document.pdf)

6. At page 48 of the Base Prospectus, the second paragraph of Condition 1 (*Form, Denomination and Title*) of the Subordinated Notes which reads "This Note is a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note" shall be amended to read as follows:

"This Note is a Fixed Rate Note, a Resettable Note, a Floating Rate Note, or a Zero Coupon Note"

7. At page 52 of the Base Prospectus, new paragraphs (v) to (xi) shall be inserted after Condition 3 (a)(B)(z) of the Subordinated Notes and above Condition 3(b) of the Subordinated Notes as follows:

"(v) Interest on Resettable Notes

Resettable Notes will bear interest on the principal amount of each Note as at its date of issue:

- (i) from (and including) the date specified in the relevant Final Terms as the Interest Commencement Date until (but excluding) the First Resettable Note Reset Date at the Initial Rate of Interest;
- (ii) from (and including) the First Resettable Note Reset Date until (but excluding) the Second Resettable Note Reset Date or, if no such Second Resettable Note Reset Date is specified in the relevant Final Terms, the Maturity Date, at the First Reset Rate of Interest; and
- (iii) for each Subsequent Reset Period thereafter (if any), at the relevant Rate of Interest.

Interest will be payable in arrears on the date or dates specified in the relevant Final Terms as being a Resettable Note Interest Payment Date and on the date specified in the relevant Final Terms as the Maturity Date. The first payment of interest will be made on the first Resettable Note Interest Payment Date following the Interest Commencement Date.

(vi) Fallback Provision for Resettable Notes

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3 (a) (vi), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the rate of interest as at the last preceding Resettable Note Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

(vii) Notification of Rate of Interest for Resettable Notes

The Paying Agent will cause the First Reset Rate of Interest or (if applicable) the relevant Subsequent Reset Rate of Interest for each interest period to be notified to the Issuer, the Paying Agent, the Irish Stock Exchange, and, for as long as such Notes are represented by Global Notes, Euroclear and/or Clearstream, Luxembourg and/or such other clearing system or depository as may be set out in the relevant Final Terms as soon as possible after the determination thereof but in any event no later than the fourth Business Day thereafter. In respect of Resetable Notes which are Definitive Notes, the Paying Agent will give notice to the Noteholders of the First Reset Rate of Interest and (if applicable) the relevant Subsequent Reset Rate of Interest in accordance with the provisions of Condition 12.

(viii) *Calculation of Interest Amount for Resetable Notes*

The amount of interest payable in respect of a Resetable Note in relation to any period shall be calculated by applying the Initial Rate of Interest, First Reset Rate of Interest or (if applicable) relevant Subsequent Reset Rate of Interest to:

(i) in the case of Resetable Notes which are represented by a Global Note, the principal amount of the Notes represented by such Global Note during such Interest Period; or

(ii) in the case of Resetable Notes in definitive form, the Calculation Amount during such Interest Period, as so specified in the applicable Final Terms,

in each case, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest applicable sub-unit of the currency in which the Note is denominated or, as the case may be, in which such interest is payable (one half of any sub-unit being rounded upwards). For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent. Where the Specified Denomination of a Resetable Note in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Note shall be the aggregate of the amounts determined in the manner provided above for each Calculation Amount comprising the Specified Denomination without any further rounding.

(ix) *Determination or Calculation by the Trustee in relation to Resetable Notes*

If the Calculation Agent does not at any time for any reason determine the First Reset Rate of Interest or Subsequent Reset Rate of Interest in respect of Subordinated Notes, the Trustee shall do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition 3, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(x) *Certificates, etc. to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this Condition 3 whether by the Calculation Agent, Paying Agent or the Trustee shall (in the absence of manifest error) be binding on the Issuer, the Trustee, the Paying Agents, (where appropriate) and the Holders of Notes and of the Coupons appertaining thereto. No Holder of Notes or of the Coupons appertaining thereto shall be entitled to proceed against the Calculation Agent, Paying Agent, the Trustee, the Paying Agents or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder.

(xi) *Cessation of Interest Accrual*

Interest will cease to accrue on each Resettable Note on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before any judgment) up to and including the date on which, in the case of a Bearer Note, upon further presentation thereof, payment in full of the principal amount due in respect of such Resettable Note is made or (if earlier) the date upon which notice is duly given to the Holder of such Resettable Note that sufficient funds for payment of the principal amount due in respect of it, together with accrued interest, have been received by the Paying Agent or the Trustee, as the case may be."

8. At page 56 of the Base Prospectus, the following new definitions shall be inserted into paragraph (g) (*Definitions*) after the definition of "Euro-zone" and before the definition of "Interest Accrual Period":

"First Margin" means the margin specified as such in the relevant Final Terms;

"First Resettable Note Reset Date" means the date specified as such in the relevant Final Terms, **provided, however**, that if the date specified in the relevant Final Terms is not a Business Day, then such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day;

"First Reset Period" means the period from (and including) the First Resettable Note Reset Date until (but excluding) the Second Resettable Note Reset Date or, if no such Second Resettable Note Reset Date is specified in the relevant Final Terms, the Maturity Date;

"First Reset Rate of Interest" means, subject to Condition 3 (a) (vi) (*Fallback Provision for Resettable Notes*), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate plus the First Margin;

"Initial Rate of Interest" means the initial rate of interest per annum specified as such in the relevant Final Terms;"

9. At page 56 of the Base Prospectus, the following new definitions shall be inserted into paragraph (g) (*Definitions*) after the definition of "ISDA Definitions" and before the definition of "Rate of Interest":

"Mid-Market Swap Rate" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the basis of the Day Count Fraction specified in the relevant Final Terms as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Resettable Note Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the applicable Final Terms) (calculated on the basis of the Day Count Fraction specified in the relevant Final Terms as determined by the Calculation Agent);

"Mid-Market Swap Rate Quotation" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"Mid-Swap Floating Leg Benchmark Rate" means:

- (i) where the Specified Currency is a currency other than euro, LIBOR; and
- (ii) where the Specified Currency is euro, EURIBOR;

"Mid-Swap Rate" means, in relation to a Reset Determination Date and subject to Condition 3 (a) (vi) (*Fallback Provision for Resettable Notes*) below, either:

- (i) if Single Mid-Swap Rate is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Resettable Note Reset Date, which appears on the Relevant Screen Page; or

- (ii) if Mean Mid-Swap Rate is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Resettable Note Reset Date, which appears on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;"

10. At page 56 of the Base Prospectus, the following new definitions shall be inserted into paragraph (g) (*Definitions*) after the definition of "Relevant Screen Page" and before the definition of "Specified Currency":

"Reset Determination Date" means, in respect of the First Reset Period, the second Business Day prior to the First Resettable Note Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Resettable Note Reset Date and, in respect of each Reset Period thereafter, the second Business Day prior to the first day of each such Reset Period;

"Resettable Note" means each Note specified as such in the relevant Final Terms;

"Resettable Note Reset Date" means the First Resettable Note Reset Date, the Second Resettable Note Reset Date and every Subsequent Resettable Note Reset Date as may be specified as such in the relevant Final Terms; **provided, however, that** if the date specified in the relevant Final Terms is not a Business Day, then such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day;

"Reset Period" means the First Reset Period or a Subsequent Reset Period;"

11. At page 57 of the Base Prospectus, the following new definitions shall be inserted into paragraph (g) (*Definitions*) after the definition of "Specified Currency" and before the definition of "TARGET System":

"Subsequent Margin" means the margin(s) specified as such in the relevant Final Terms;

"Second Resettable Note Reset Date" means the date specified as such in the relevant Final Terms; **provided, however, that** if the date specified in the relevant Final Terms is not a Business Day, then such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day;

"Subsequent Reset Period" means the period from (and including) the Second Resettable Note Reset Date to (but excluding) the next Resettable Note Reset Date, and each successive period from (and including) a Resettable Note Reset Date to (but excluding) the next succeeding Resettable Note Reset Date; and

"Subsequent Reset Rate of Interest" means, in respect of any Subsequent Reset Period and subject to Condition 3(a) (vi) (*Fallback Provision for Resettable Notes*), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate plus the applicable Subsequent Margin."

12. At page 61 of the Base Prospectus, paragraph (i) of Condition 5 (e) (*Unmatured Coupons and unexchanged Talons*) of the Subordinated Notes shall be amended so that the words "Fixed Rate Notes" shall be replaced with the words "Fixed Rate Notes or Resettable Notes"
13. At pages 98 to 105 of the Base Prospectus, the section entitled "APPLICABLE FINAL TERMS" shall be deleted and replaced with the following:

"APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

Final Terms dated [●]

Allied Irish Banks, p.l.c.

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €10,000,000,000

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 21 May 2013 [and the supplemental Base Prospectuses dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) of the European Parliament and of the Council on markets in financial instruments as amended, to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area (the "Prospectus Directive"). [This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and

must be read in conjunction with such Base Prospectus [as so supplemented].¹ Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplemental Base Prospectuses] [is/are] available for inspection at the London office of the Agent and the offices in Dublin and London of the Issuer.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the [Base Prospectus] dated [original date] [and the supplemental Base Prospectuses dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) of the European Parliament and of the Council on markets in financial instruments as amended, to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area (the "Prospectus Directive") and must be read in conjunction with the Base Prospectus dated [current date] [and the supplemental Base Prospectuses dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Base Prospectus dated [original date] [and the supplemental Base Prospectuses dated [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus dated [current date]¹[Base Prospectuses dated [original date] and [current date]] [and the supplemental Base Prospectuses dated [●] and [●]]. The Base Prospectus dated [current date]¹[Base Prospectuses] [and the supplemental Base Prospectuses[es]] are available for inspection at the London office of the Agent and the offices in Dublin and London of the Issuer.]

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|----|---|--|
| 1. | (a) Issuer: | Allied Irish Banks, p.l.c. acting through its
[registered office in Dublin/ London Branch] |
| 2. | [(i)] Series Number: | [●] |
| | [(ii)] Tranche Number: | [●] |
| | | <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).</i> |
| 3. | Specified Currency or Currencies: | [●] |
| 4. | Aggregate Nominal Amount of Notes: | [●] |
| | [(i)] Series: | [●] |
| | [(ii)] Tranche: | [●] |
| 5. | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of |

1. Delete this statement in the case of an issuance of unlisted Notes.

fungible issues only, if applicable)]

6. (i) Specified Denominations: [•][and integral multiples of [•] in excess thereof up to and including [•]. No Notes in definitive form will be issued with a denomination above [•]]
- (ii) Calculation Amount: [•]
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [*specify*/Issue Date/Not Applicable]
8. **Maturity Date:** [*specify*/Interest Payment Date falling in or nearest
[*specify* month and year]]
9. **Interest Basis:** [[•] per cent. Fixed Rate]
[[*LIBOR/EURIBOR*] +/- [•] per cent. Floating Rate]
[Zero Coupon]
10. **Redemption/Payment Basis:** Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount
11. **Change of Interest Basis:** [Applicable/Not Applicable]
12. **Put/Call Options:** [Put]
[Call]
[(further particulars specified below)]
13. [(i)] Status of the Notes: [Senior/Subordinated]
- [(ii)] [Date [Board] approval for issuance of Notes obtained: [•] [and [•], respectively]]
14. **Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear] on each Interest Payment Date
- (ii) Interest Payment Date(s): [•] in each year
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (iv) Broken Amount(s): [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]
- (v) Day Count Fraction: [Actual/Actual / Actual/Actual – ISDA]
[Actual/365(Fixed)]
[Actual/360]
[30/360 / 360/360 / Bond Basis]

		[30E/360 / Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual – ICMA]
	(vi) Determination Dates:	[•] in each year
16.	Resetable Note provisions:²	[Applicable/Not Applicable]
	(i) Initial Rate of Interest:	[•] per cent. per annum [payable annually/ semi-annually/ quarterly/ monthly] in arrear]
	(ii) First Margin	[+/-][•] per cent. per annum
	(iii) Subsequent Margin	[+/-][•] per cent. per annum
	(iv) Resetable Note Interest Payment	[•] in each year commencing on [•] and Date (s): ending on [•]
	(v) First Resetable Note Reset Date:	[•]
	(vi) Second Resetable Note Reset Date:	[[•]/Not Applicable]
	(vii) Relevant Screen Page:	[•]
	(viii) Subsequent Resetable Note Reset Date:	[[•]/Not Applicable]
	(ix) Mid-Swap Rate:	[Single Mid-Swap Rate] [Mean Mid-Swap Rate]
	(x) Mid-Swap Maturity:	[•]
	(xi) Day Count Fraction:	[Actual/Actual / Actual/Actual – ISDA] [Actual/365(Fixed)] [Actual/360] [30/360 / 360/360 / Bond Basis] [30E/360 / Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual – ICMA]
17.	Floating Rate Note Provisions	[Applicable/Not Applicable]
	(i) Interest Period(s):	[•]
	(ii) Specified Interest Payment Dates:	[•] in each year, subject to adjustment in accordance with the Business Day Convention set out in (v) below
	(iii) First Interest Payment Date:	[•]
	(iv) Interest Period Date:	[•]
	(v) Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/ISDA Determination]
	(vi) Business Centre(s):	[•]
	(vii) Manner in which the Rate(s) of	[Screen Rate Determination/ISDA Determination]

2. This paragraph 16 is a new paragraph inserted by this Second Supplement to include Resetable Note Provisions.

Interest is/are to be determined:

- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent) [•]
- (ix) Screen Rate Determination:
 - Reference Rate: [•]
 - Interest Determination Date(s): [•]
 - Relevant Screen Page: [•] (or any replacement page which displays that rate)
- (x) ISDA Determination:
 - Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
 - ISDA Definitions: [2000/2006]
- (xi) Margin(s): [+/-][•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [•]

18. **Zero Coupon Note Provisions** [Applicable/Not Applicable]

- (i) Amortisation Yield: [•] per cent. per annum
- (ii) Day Count Fraction: [Actual/Actual / Actual/Actual – ISDA]
[Actual/365(Fixed)]
[Actual/360]
[30/360 / 360/360 / Bond Basis]
[30E/360 / Eurobond Basis]
[30E/360 (ISDA)]
[Actual/Actual – ICMA]

PROVISIONS RELATING TO REDEMPTION

19. **Call Option** [Applicable/Not Applicable]

- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note: [•] per Note of [•] Specified Denomination
- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [•] per Calculation Amount

- | | | |
|-----|--|---------------------------------------|
| | (b) Maximum Redemption Amount | [•] per Calculation Amount |
| | (iv) Notice period: | [•] |
| 20. | Put Option | [Applicable/Not Applicable] |
| | (i) Optional Redemption Date(s): | [•] |
| | (ii) Optional Redemption Amount(s) of each note | [•] per Calculation Amount each Note: |
| | (iii) Notice period: | [•] |
| 21. | Final Redemption Amount of each Note | [•] |
| 22. | Early Redemption Amount | |
| | (i) Early Redemption Amount(s) per | [•] per Calculation Amount |
| | (ii) Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: | [•] |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- | | | |
|-----|--|---|
| 23. | Form of Notes: | [Bearer Notes/ Exchangeable Bearer Notes] [Temporary Global Note exchangeable for Permanent Global Note which is exchangeable for [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] |
| | | [Temporary Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] |
| 24. | New Global Note: | [Yes] [No] |
| 25. | Financial Centre(s): | [Not Applicable/give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraph 17 ³ (iv) relates] |
| 26. | Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No.] |

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced

3. This has been amended from paragraph 16 to paragraph 17 to take account of the new paragraph 16.

and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading]

The previous paragraph should be read in conjunction with the [●] paragraph on the first page of the Base Prospectus.

Signed on behalf of the Issuer: By:
Duly authorised

PART B – OTHER INFORMATION

1 LISTING

- (i) Listing: [Irish Stock Exchange/other(specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to the Official List and to be admitted to trading on the regulated market of the Irish Stock Exchange with effect from [•]. No assurance can be given that such listing will be obtained and/or maintained.]
- [(iii) [Estimate of total expenses related to admission to trading: [•]

2 RATINGS

Ratings: The following ratings reflect the ratings allocated to Notes of this type issued under the Programme generally: The Notes are expected to be rated [•] by [•][on or shortly after the Issue Date]

No assurance can be given that such rating will be obtained and/or retained.

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

Insert one (or more) of the following options, as applicable:

Option 1: CRA is (i) established in the EU and (ii) registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and registered under Regulation (EC) No 1060/2009 (the "CRA Regulation").

Option 2: CRA is (i) established in the EU, (ii) not registered under the CRA Regulation; but (iii) has applied for registration:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and has applied for registration under Regulation (EC) No 1060/2009 (the "CRA Regulation") although notification of the registration decision has not yet been provided.

Option 3: CRA is (i) established in the EU; and (ii) has not applied for registration is not registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009 (the "CRA Regulation").

Option 4: CRA is not established in the EU but the relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but the rating it has given to the [Notes] is endorsed by [insert legal name of credit rating agency], which is established in the EU and registered under Regulation (EC) No 1060/2009 (the "CRA Regulation").

Option 5: CRA is not established in the EU and the relevant rating is not endorsed under the CRA Regulation, but the CRA is certified under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but is certified under Regulation (EC) No 1060/2009 (the "CRA Regulation").

Option 6: CRA is neither established in the EU nor certified under the CRA Regulation and the relevant rating is not endorsed under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU and is not certified under Regulation (EC) No 1060/2009 (the "CRA Regulation") and the rating it has given to the [Notes] is not endorsed by a credit rating agency under Regulation (EC) No 1060/2009 (the "CRA Regulation").

3 **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

"So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer." – *Amend as appropriate. [Only required where Notes are being listed.]*

4 **[Fixed Rate Notes only – YIELD**

Indication of yield: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

5 **OPERATIONAL INFORMATION**

ISIN Code: [•]

Common Code: [•]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme* [Not Applicable/give name(s) and number(s) and address(es)]

and the relevant identification number(s):

Delivery:	Delivery [against/free of] payment
Name and address of additional Paying Agent(s) (if any):	[•]
Intended to be held in a manner Which would allow Eurosystem eligibility:	[Yes] [No] [Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] [include the above text if "yes" is selected in which case the Notes must be issued in NGN form]

6 DISTRIBUTION

(i) Method of distribution:	[Syndicated/Non-syndicated]
(ii) If syndicated:	
(A) Names of Managers:	[Not Applicable/give names]
(B) Stabilising Manager(s) (if any):	[Not Applicable/give names]
(iii) If non-syndicated, name of Dealer:	[Not Applicable/give name]
(iv) U.S. Selling Restrictions:	[Reg. S Compliance Category 2]"

14. At page 89 of the Base Prospectus, in the paragraph immediately under sub-paragraph (v) of paragraph (g) *Deposit Interest Retention Tax*:

- (a) replace the figure '33' with '41'; and
- (b) delete the second and final sentences.

15. At page 91 of the Base Prospectus, in the fifth line of paragraph (f), delete the words 'or ordinarily resident'.

16. At page 92 of the Base Prospectus, in the third line of paragraph 2(c), delete the words 'or ordinarily resident'.

17. At page 106 of the Base Prospectus, at paragraph 5, delete the existing sentence and replace with the following:

"Save as otherwise disclosed in the supplement dated [***insert date of this Second Supplement***] to this Base Prospectus, there has been no significant adverse change in the

financial or trading position and no material adverse change in the prospects of the Issuer since 31 December 2013, the date of the Issuer's last published audited financial statements."